

TITLE SHEET

INFORMATIONAL FILING  
APPLICABLE TO LIFELINE SERVICE  
OFFERED IN THE STATE OF MISSOURI

ISSUED BY

i-wireless, LLC d/b/a Access Wireless

This filing is provided for informational purposes only and contains the regulations, rates, and charges applicable to the Company's Lifeline Service provided under the trade name Access Wireless in the areas of Missouri for which the Company is designated as an Eligible Telecommunications Carrier.

CHECK SHEET

The Sheets of this filing are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original filing and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original		
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\* New or Revised Sheet

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**FILING FORMAT**

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the filing. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the filing, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I -Rate or Charge Increase
- M - Moved from Another Location
- N - New
- R -Rate or Charge Reduction
- T - Change in Text or Regulation  
But No Change In Rate or Charge
- Z - Correction

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Commission - Used throughout this filing to mean the Missouri Corporation Commission.

Customer - The person who applies for and receives Lifeline services of the Company.

Company, i-wireless or Access Wireless - Used throughout this filing to mean i-wireless, LLC d/b/a Access Wireless, a North Carolina Limited Liability Company.

Service - Any or all service(s) provided by the Company pursuant to this filing.

Service Areas - Geographic areas in which the Company is capable of originating and terminating wireless calls.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

**SECTION 2 - TERMS OF SERVICE**

2.1 Customer Service

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Access Wireless  
1 Levee Way, Suite 3104  
Newport, Kentucky 41071  
1-866-594-3644

2.2 Directory Assistance

Directory Assistance is an offering which provides Customers with access to telephone number information. Customers may request up to three (3) telephone numbers per call.

2.3 Emergency Calls

Calls to 911 emergency services are always free of charge, even if the customer has no account balance remaining. If a customer is in an area where the phone is searching for a wireless signal or there is no wireless signal or wireless service, a call to 911 may not go through. Customers are advised to not rely solely on their wireless phone in an emergency situation and are directed to dial 911 from the nearest landline phone to call for help in an emergency.

2.4 Special Accommodations

Any hearing, visual or speech impaired persons interested in applying for a specially equipped handset must specify the need(s) in the application and the Company will make every effort to assist such customer in obtaining a handset and at the same time be in compliance with all applicable laws, rules, and regulations.

2.5 Taxes and Surcharges

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are not included in the rates quoted herein, with the exception of the Plans in Section 5.2 and 5.3 below.

2.6 Coverage Maps

Coverage maps may be found on the Company's website, [www.iwirelesshome.com](http://www.iwirelesshome.com). These maps are for general informational purposes only. The Company does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and equipment may interfere with actual service, quality and availability. Actual coverage and service areas may vary from the maps and may change without notice.

2.7 International Calling

International calls are billed at the international per-minute rate for the country called plus standard airtime rates. International rates vary. Visit [www.iwirelesshome.com](http://www.iwirelesshome.com) to check international rates.

2.8 Limitations of Service

Service is only available in geographic areas covered by the digital service network footprint of the Nationwide Sprint Network. Quality of service may be affected by conditions beyond the Company's control, including atmospheric, geographic, or topographic conditions, or by damage to your mobile phone. The Company does not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption.

2.9 Unauthorized Usage

- A. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of Service by any other Users.
- B. A customer may not use the Company's services in any way that is illegal, fraudulent or abusive, as determined by the Company in its sole discretion. A customer may not alter any of the hardware or software on their Access Wireless phone for any purpose.
- C. A customer may not transfer to any third party any rights or benefits received under the Company's service, including, but not limited to, any voice minutes received under the Service.
- D. The Company may provide information regarding the Customer's use of Service to federal, state and local authorities, to the extent required by law.
- E. Tampering: The Company handset is provided exclusively for use by the end consumer with the Access Wireless Service available solely in the United States. Any other use of the Company handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of the customer's agreement with the Company. Customers agree not to unlock, re-flash, tamper with or alter the Company phone or its software, enter unauthorized PIN, engage in any other unauthorized or illegal use of the Company phone or the Service, or assist others in such acts, or to sell and/or export Company handsets outside

of the United States. These acts violate Company rights and state and federal laws. Improper, illegal or unauthorized use of the Company phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action. The Company will prosecute violators to the full extent of the law. Customers must agree that any violation of their agreement through their improper, illegal or unauthorized use or sale of their Company phone shall entitle the Company to recover liquidated damages from customer in an amount of not less than \$5,000 per Company handset purchased, sold, acquired or used in violation of this agreement.

- F. SIM cards: If a Company phone has a SIM card, then customer must agree to safeguard the SIM card and not to allow any unauthorized person to use the SIM card. Customer must agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, the SIM card. The Underlying Carriers, Company, or its service providers, may, from time to time, remotely update or change the encoded information on the SIM card. The Company phone is restricted from operating when customers are located anywhere outside of the United States, including offshore or in international waters. Any such calls are considered unauthorized usage by Company for which Service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, customers will not be entitled to receive any refunds for the handset or unused airtime.

#### 2.10 Deactivation for Fraud

- A. i-wireless reserves the right to cancel the enrollment of any customer and/or ban the customer's phone from being reactivated for any fraud related issues as determined solely by i-wireless.
- B. While participating in Lifeline service, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or Service provided to him/her by the Company. If it is determined that a Lifeline participant violates these

requirements, then such person will be de-enrolled from Lifeline service, the person's handset will be permanently deactivated and the person's personal information will be permanently flagged so that such person may not qualify in the future for Access Wireless Lifeline service.

2.11 Privacy Policy

The Company's Privacy Policy is available at the following website: [www.accesswireless.com](http://www.accesswireless.com)

2.12 Handset Policy

- A. At time of Lifeline service activation, Lifeline customers will receive a free, E911-compliance handset at no charge.
- B. All handsets include a one-year warranty from the original equipment manufacturer or, in the case of refurbished handsets, the Company. If you experience a handset malfunction, contact customer service.
- C. Defects due to misuse or abuse are not covered under any warranty.
- D. Lost or stolen phones: Customers retain the sole responsibility for notifying the Company of a lost or stolen wireless phone. The Customer is responsible for all charges incurred prior to notifying the Company of the loss or theft.

### 2.13 Limitation of Liability

The Company and its business partners are not liable to customers or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in its provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. The Company assumes no risk or responsibility for a customer's use of any of the content provided as part of its services. The Company is not liable for (1) any act or omission of any other company furnishing a part of our service or any equipment provided for such service, (2) errors or omissions of any vendors participating in offers made through the Company, (3) any damages that result from any product or service provided by or manufactured by third parties, or (4) any unauthorized or disputed charges for the Company's services which a customer did not properly dispute within 60 days after the charge appeared on their account, (5) any charges for products or services provided by third parties through and for use the Company's network. No fiduciary or other special relationship exists between a customer and the Company.

The Company is not liable for missed voice mails, deletion of contacts from address books, or data content or messages from voicemail systems.

### 2.14 Indemnification

Customers must agree to indemnify and hold harmless Access Wireless and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof) resulting from a customer's use of the Company's products and services, or another person whom a customer authorized to use their products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

2.15 Warranties

The Company does not manufacture its mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the manufacturers. The Company has no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES. THE COMPANY DOES NOT PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF.

**SECTION 3 - DESCRIPTION OF SERVICE**

3.1 Handset Activation

If a customer's Lifeline activation is accepted, the customer will receive a handset, complete with charger, delivered to the home address noted in their application. They will also receive a welcome kit with the Company's terms and conditions of service and a "Getting Started" guide. The customer will be directed to contact customer service in order to elect the rate plan option of their choice.

The wireless telecommunications networks used to transmit calls for the Lifeline service are owned and operated by the Company's Underlying Carrier(s), not the Company.

Access Wireless handsets can only be used through the Company, and cannot be activated with any other wireless service.

Services are provided at the Company's discretion. Some functions and features referenced in the Manufacturer's manual provided with the handset may not be available on all Company handsets.

3.2 Airtime Usage

Airtime minutes will be deducted for all time during which an Access Wireless phone is connected to, or using, the wireless system of the Underlying Carrier.

Use of a wireless system typically begins when the user presses the "send," "call" or other key to initiate or answer a call and does not end until the user presses the "end" key or the call is otherwise terminated.

Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, calls to toll free numbers, 411, Customer Care (on Plan Option 2 only), and to access voice mail.

Airtime minutes are not deducted for calls to 911.

For outbound calls, the user may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes will be deducted for use of other services such as text messaging and accessing the web and downloading content to your Access Wireless phone depending on the rate plan option chosen. No credit or refund is given for dropped calls.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. Calls are limited to two hours: if a user is on a call for longer than two hours, the call will automatically terminate.

A customer's handset does not have to be "on" to receive its free monthly allotment of minutes.

A customer may check the balance of their account at any time free of charge at [www.iwirelesshome.com](http://www.iwirelesshome.com) or from their mobile phone.

### 3.3 Additional Airtime

A customer can add airtime using their mobile phone interface, by calling customer service, or by purchasing airtime cards at an authorized distributor, including the Kroger family of stores such as Kroger, Ralphs, Dillons, Fred Meyer, Smith's, King Soopers, City Market, Fry's, Baker's, Owen's, JayC, Hilander, Gerbes, Scott's & Pay Less.

Airtime cards are available in denominations of \$10, \$25, \$50 and \$75 and are valid for 90 calendar days from the date of activation for Lifeline customers. After 90 days, any remaining value will expire, except that if a new airtime card is added before expiration of the period, in which case the expiration on all remaining airtime extends to the expiry date of the new airtime card.

**Section 4 Lifeline Program**

**4.1 General**

- (A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.
- (B) Lifeline is supported by the federal universal service support mechanism.
- (C) The total Lifeline credit available to an eligible customer is fifteen dollars (\$15.00).
- (D) Designated Services Available To Lifeline Customers:
  - (1) Single Party Service
  - (2) Local Usage
  - (3) Touch Tone Services
  - (4) Voice Grade Access to the Public Switched Network
  - (5) Access to Emergency Services
  - (6) Access to Operator Services
  - (7) Access to Interexchange Services
  - (8) Access to Directory Assistance
  - (9) Toll Limitation Service at No Charge

#### 4.2 Regulations

(A) General

- (1) One low income credit is available per household. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- (2) A Lifeline customer may subscribe to any service offering available to other customers.
- (3) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (4) Lifeline subscriber's service will not be disconnected for non-payment of regulated charges. If a customer does not pay for services, they will automatically be moved to the Company's free plan option, as described in Section 5.2 below.

#### 4.3 Eligibility

- (A) Customers are eligible if they participate in at least one of the following programs:

Food Stamps  
Low Income Home Energy Assistance Program (LIHEAP)  
Medicaid  
Federal Public Housing Assistance/Section 8  
Temporary Assistance to Needy Families (TANF)  
National School Lunch (free program only)  
Supplemental Security Income (SSI)

- (B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

#### 4.4 Certification

- (A) Eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. An individual that applies for eligibility based on income must provide proof of income eligibility. Acceptable documentation includes the prior year's state or federal tax return, current income statement from an employer or paycheck stub, a Social Security statement of benefits, a retirement/pension statement of benefits, an Unemployment/Workmen's Compensation statement of benefits or other official document.
- (B) The Company will determine whether or not an applicant meets the eligibility requirements to participate in Lifeline service. Persons who do not meet the eligibility requirements will be notified by U.S. Mail and the reason for non-eligibility will be provided.

#### 4.5 Verification

- (A) The Customer is responsible for notifying the Company if they no longer meet the applicable eligibility standards within 5 days of becoming ineligible.
- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) If a Customer receives a notice from the Company requesting confirmation of eligibility status, the Customer must do so within 30 days after receiving such notice.

- (D) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.
- (E) The Company utilizes a sixty (60) day non-usage policy.

In the event that a Lifeline customer goes 60 days without any usage, independent of the service end date, the Company will promptly notify the customer that they are no longer eligible for Lifeline service subject to a 30-day grace period. During the 30-day grace period, the customer's account will remain active, but the Company will engage in outreach efforts to determine whether the customer desires to remain on the Company's Lifeline service. If the customer's account does not show any customer-specific activity during the grace period, i-wireless will promptly deactivate Lifeline services.

#### 4.6 Credits

- (A) Lifeline is provided as a monthly credit.
- (B) The Company does not charge for installing or changing Lifeline service.
- (C) The total Lifeline credit consists of \$15.00.

**SECTION 5 - RATES**

**5.1 General**

All plans come with a free handset; include local and domestic long distance calls, and the following at no charge:

Voicemail  
Call Waiting  
Caller ID  
Balance Inquiries  
Calls to 911

**5.2 Plan Option 1 - Lifeline Only**

150 Free Minutes Monthly

Additional Minutes - \$0.10 per minute or text  
Incoming Texts - free  
Outgoing Texts - \$0.10, or equals 1 minute of usage  
Customer Care Calls - free  
Minutes Eligible for RollOver: Up to 150

**5.3 Plan Option 2 - Lifeline Only**

250 Free Minutes Monthly

Additional Minutes - \$0.10 per minute or text  
Incoming Texts - \$0.10, or equals 1 minute of usage  
Outgoing Texts - \$0.10, or equals 1 minute of usage  
Customer Care Calls - deducted from available minutes  
Minutes Eligible for RollOver: 0

**5.4 Plan Option 3**

Customers may choose to apply the Lifeline discount to one of the following retail plans (Customer Care Calls are free on all retail plans, and up to 1500 minutes are eligible for roll over):

- 5.4.1      200 MinuteMonthly
- 200 Anytime Minutes  
            Unlimited Text Messages  
            200 MB Web Browsing & Email
- Lifeline:  
            \$10.00 + Tax (Prepaid Monthly)
- 5.4.2      1000 Minute Monthly
- 1000 Anytime Minutes  
            Unlimited Text Messages  
            500 MB Web Browsing & Email
- Lifeline:  
            \$25.00 + Tax (Prepaid Monthly)
- 5.4.3      Unlimited Talk Monthly
- Unlimited Anytime Minutes  
            Incoming Texts - free  
            Outgoing Texts - \$0.10  
            Data Packs sold separately
- Lifeline:  
            \$25.00 + Tax (Prepaid Monthly)
- 5.4.4      Unlimited Monthly
- Unlimited Anytime Minutes  
            Unlimited Text Messages  
            2500 MB Web Browsing & Email
- Lifeline:  
            \$45.00 + Tax (Prepaid Monthly)
-

**5.5 Miscellaneous Charges**

Additional Airtime	\$0.10 per minute
Directory Assistance	\$1.50 per call
Data Packs (Monthly)	\$5.00 for 20 MB \$10.00 for 50 MB Overage: \$0.20 per 200 KB
Messaging	text: \$0.10 each multimedia: \$0.20 each