

Wireless Services

**MISSOURI
INFORMATIONAL WIRELESS SERVICES TARIFF
OF
YOURTEL AMERICA, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive Commercial Mobile Radio Services provided by YourTel America, Inc. (“YourTel”, or the “Company”) within the State of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected via the Company’s website or during normal business hours at the Company’s principle place of business at 933 E. Britton Road, Oklahoma City, OK 73114.

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CHECK SHEET

All sheets of this tariff 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 tariff and are currently in effect as of the date on the top of this sheet.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	
1	1st Revised	*	26	1st Revised	*
2	1st Revised	*	27	1st Revised	*
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*indicates pages included in this filing

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

C	Changed regulation
D	Deleted or discontinued rate, regulation or condition
I	Change resulting in an increase to a customer's bill
M	Moved from another tariff location with no change in text, rate, rule, or condition
N	New rate, regulation, or condition
R	Change resulting in a reduction to a customer's bill
T	Change in text but no change in rate, rule or condition
Y	A reference to other published tariffs.
Z	Correction

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TARIFF FORMAT SHEET

A. Page Numbering - Page numbers appear in the upper-right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added, the page appears as a decimal. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the Tariff page in effect.

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

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 Sheet – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet list the pages contained in the tariff, 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., remained the same, just revised revision levels on the same sheets). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulation and rates applicable to the furnishing of competitive Commercial Mobile Radio Services provided by YourTel America, Inc. within the State of Missouri and is on file with the Public Service Commission of Missouri ("Commission").

A complete listing of the Terms and Conditions applicable to the furnishing of the Company's wireless service is also available on the Company's website at <https://www.terracomwireless.com/>.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Activation - Configuration of a wireless phone so that it is ready to be used to transmit and receive calls on the wireless network.

Activation Fee - A one-time up-front charge for activation of a wireless phone.

Airtime - Total time that a wireless phone is in connected and in use for talking. This includes use for calls both received and placed.

Authentication - A feature used to reduce fraud by confirming the identity of a phone to the wireless network.

Automatic Call Delivery - A service feature that allows a user to receive calls when roaming outside of the phone's home coverage area.

Call Waiting - A feature that allows a user to be notified of another incoming call while a call is already in progress, and gives the user the ability to answer the second call while the first call remains on hold.

Caller ID - A feature that displays a caller's telephone number and/or name before the call is answered.

Carrier - A company that provides telecommunications services.

Cellular - The type of wireless communication that is most familiar to mobile phones users. Called 'cellular' because the system uses many base stations to divide a service area into multiple 'cells'. Cellular calls are transferred from base station to base station as a user travels from cell to cell.

Coverage Area - The geographic area served by a wireless system. Same as Service Area.

Handset - Any hand held device used to transmit and receive calls from a wireless system. Also known as a wireless phone, a cellular phone, a mobile phone, a PCS phone and many other terms.

MMS (Multimedia Messaging Service) - Similar to SMS, but in addition to plain text, MMS messages may include multimedia elements such as pictures, video and audio. These multimedia elements are included in the message, not as attachments as with email.

No Service Indicator - A feature of wireless phones that tells the user that wireless service is unavailable in a particular location. Usually an LED on the handset.

Prepaid Cellular/Wireless - A service plan offered by some wireless carriers that allows subscribers to pay in advance for wireless service.

Ringtone - A sound from your phone used to signal an incoming call or message. On most newer phones additional sounds can be downloaded from the wireless system or by data cable. These sounds can take the form of anything you want, the most popular sounds are music. See monophonic ringtones and polyphonic ringtones.

Wireless Services

SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Roaming - Using your wireless phone in an area outside its home coverage area. There is usually an additional charge for roaming.

Service Area - The geographic area served by a wireless system. Same as Coverage Area.

Service plan - A contract between a wireless carrier and a wireless subscriber that details the terms of the wireless service including rates for activation, access and per minute usage.

SMS (Short Message System) - A feature of PCS phones(primarily GSM) that allows users to receive and sometimes transmit short text messages using their wireless phone.

Spectrum - The entire range electromagnetic frequencies.

Subscriber - A cellular phone user.

Toll-Free Calling Area - An area in which calls can be placed without incurring long distance charges.

Voice Mail - A system that answers calls and allows users to reply to, save, delete or forward messages.

WAP (Wireless Application Protocol) - A global protocol used in many newer wireless devices that allows the user to view and interact with data services. Generally used as a means to view Internet web pages using the limited transmission capacity and small display screens of portable wireless devices.

Wireless Carrier - A company that provides wireless telecommunications services.

Wireless Services

SECTION 2 – WIRELESS SERVICES**2.1 Terms and Conditions****2.1.1 General**

A. The Company reserves the right to change the terms and conditions of the Company's wireless service offering without notice unless require by law.

B. The information following is not intended to represent all of the Terms and Conditions applicable to the provision and use of the Company's wireless service. A complete listing can be found on the Company's website located at <https://www.terracomwireless.com/>.

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2.1.2 Application of Informational Tariff

A. This Informational Tariff contains the regulations, terms, conditions and charges applicable to the provision of basic Universal Service utilizing Wireless Service within the Company's designated Eligible Telecommunications Carrier ("ETC") service area.

2.1.3 Eligible Telecommunications Carrier Service Area

A. The Eligible Telecommunications Carrier Service Area ("Designated Service Area") consists of the geographical area which the Company is authorized to serve eligible universal service subscribers.

B. The Company has no obligation to provide wireless services outside the Company's Designated Service Area or outside the Company's service territory.

2.1.4 Terms and Conditions of Service

A. The Terms and Conditions described herein governs the sale and delivery of wireless services ("Service" or "Services") to eligible subscribers by YourTel America, Inc. and any of its subsidiaries ("us," "we," "the Company" or "YourTel") and is between the Customer (the purchaser or user of the Services) and YourTel America, Inc.

B. The wireless service described herein is a service of YourTel America, Inc., ("YourTel" or "YourTel, Inc.") and these "Terms and Conditions of Service" supplement the "Terms and Conditions of Service" of YourTel America, Inc. In the event of a conflict or inconsistency, the YourTel America, Inc. Terms and Conditions of Service will apply.

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Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.

2.1.4 Terms and Conditions of Service (con't)

C. YourTel's Terms and Conditions of Service contain important information about disputes, if any through Arbitration instead of a court trial. YourTel reserves the right to change or modify any of these Terms and Conditions of Service at any time and at the Company's sole discretion. Any changes or modifications to YourTel Terms and Conditions of Service will supersede anything found in this informational tariff once posted on the YourTel website found at <https://www.terracomwireless.com/>. Terms and Conditions of Service, currently posted to the Company's website, replace and supersede all previous versions of the Terms and Conditions of Services.

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2.1.5 Customer Responsibility

A. The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

B. All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified elsewhere. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed. The Company may suspend a Customer's service while Customer effectuates replacement or repair of equipment.

C. If a YourTel Subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until YourTel is notified of the lost or stolen wireless phone. Upon receiving notice of the lost or stolen phone, YourTel will suspend the account immediately. If a subscriber does not either activate a new YourTel phone or notify us that they have found their wireless phone within 30 days of the suspension of the account, the account will be deactivated and the subscriber will lose the YourTel phone number.

2.1.6 Maintenance and Repair

A. To the extent not encompassed herein, the subscriber is solely responsible for all maintenance and repair of Company provided equipment.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.

2.1.7 Equipment Arrangements

A. YourTel may provide eligible subscribers with a handheld phone. This equipment may be provided at no additional charge.

B. Company provided equipment will be as follows dependent upon the service provided:

1. A handheld mobile phone kit that operates in the 850 – 1900 Mhz frequency range.
2. The kit will include an AC charger.
3. The Company reserves the right to provide subscribers a refurbished handset.
4. The Company reserves the right to provide subscribers any type of available handset that will work on the Company's network. Subscribers have no right to expect or demand a particular make or model handset.
5. Warranty periods apply to all handsets provided by the Company.
6. Defective handsets will be repaired or replaced at the Company's option.
7. Customers are responsible only for the cost of returning defective handsets. YourTel will absorb all charges necessary to ship a repaired or replacement handset to the customer.

2.1.8 Company Contact Information

A. Customers should direct inquiries or complaints to YourTel Customer Service by dialing toll free 877-351-4747. (T)

B. Questions or concerns regarding Lifeline or any service issues in the State of Missouri should be directed to the Missouri Public Service Commission at the following address or telephone number:

Governor Office Building
200 Madison Street
PO Box 360
Jefferson City, MO 65102-0360
1-800-392-4211

C. The Company contact person for all complaints or concerns received by the Missouri Public Utilities Commission, or other state agency, relating to the Company's wireless service offering is:

Agency Only Direct Contact
Dale Schmick
933 E Britton Rd
Oklahoma City, OK 73114
regulatory@terracominc.com
Toll Free Customer Service 1-877-351-4747

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SECTION 2 – WIRELESS SERVICES, CONT.**2.1.9 Liability of the Company****A. Limitations**

1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2. The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

3. The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.

4. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.

2.1.10 Advance Payment for Service

A. Charges for service must be paid by the subscriber in advance.

2.1.11 Assigning and Changing of Telephone Numbers

A. The Customer has no property right in the telephone number and the Company may change the telephone number of a Customer whenever the Company considers it necessary in the conduct of the Company's business.

2.1.12 Termination of Service

A. The Company may terminate service, with notice, for the following reasons:

1. Nonpayment of any sum due the Company beyond the payment due date.
2. Due to Customer's breach of any provision of the Company's rules, terms and conditions or due to Customer's violation of any applicable rule, regulation or tariff or reasonable standards of the Company.
3. Due to Customer's use of foul, obscene or profane language over the lines of the Company.
4. Due to Customer's use the service fraudulently or in violation of any laws, rules or regulations.
5. Any use of service that interferes with another Customer's service or that is used for any purpose other than communication.
6. Customer's use of Directory Assistance to obtain a name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.

B. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application for service in addition to any charges due up to the date of suspension.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.**2.1.13 Suspension of Service**

A. YourTel reserves the right to suspend or terminate any subscriber's access to YourTel services or to the YourTel website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of the Terms and Conditions of Service, this Tariff or any other policy of YourTel, its affiliates, or for any other reason at the sole discretion of YourTel.

B. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

C. The Company may refuse to return a Customer's applicable paid charges where the Customer has previously ordered the same or similar product(s) or service(s) and cancelled such same or similar product or service.

D. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities, without unreasonable expense, and to provide for the installation of those facilities.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.**2.2 Wireless Service****2.2.1 Scope of Service**

A. Services are limited to the operating range and capacity of the Company's wireless system in the Company's service area and may be changed from time to time.

B. Service depends on over-the-air radio transmissions. Many factors beyond the Company's control may affect the Company's ability to make and receive calls on the Company wireless handset and the quality of those calls including, but not limited to, the location, the conditions of the atmosphere, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company control. As a result, Services, including calls or attempted calls to emergency services, may be interrupted, may fail, or may be below normal quality levels. The Company takes no responsibility for service interruptions or problems caused by factors beyond the Company control.

C. Statements by the Company's employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will available without interruption.

D. Customers agree to hold the Company harmless against any and all claims, demands, actions, or other causes of action (including actions by third parties) arising out of the use or attempted use of the service.

E. Consistent with cellular industry practices, airtime may be deducted for outbound calls exceeding 15 seconds in situations in where the calling party does not answer or if there is a busy signal.

F. Service is available to Lifeline qualified and non-Lifeline qualified consumers who make a reasonable request at charges and under the terms and conditions contained in and throughout this tariff.

G. Lifeline qualified and non-Lifeline qualified subscribers may purchase amounts of airtime on a prepaid basis in denominations described in Section 2.2.3 of this tariff.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.**2.2.2 YourTel Handset**

A. Eligible customers may elect to receive a standard handset at no charge or purchase a higher end model. The handset may be a refurbished unit.

2.2.3 Additional Minutes

A. YourTel Additional Minute Plans are available in denominations of \$5.00, \$10.00, \$15.00, \$20.00, \$25.00, \$30.00, \$50.00 or \$60.00. These amounts correspond to the following additional minutes of use or texts:

\$5	-	60 minutes/texts
\$10	-	200 minutes/texts
\$15	-	300 minutes/texts
\$20	-	400 minutes/texts
\$25	-	500 minutes/texts
\$30	-	600 minutes/texts
\$50	-	1300 minutes/texts
\$60	-	1700 minutes/texts

B. Airtime, when not purchased as an Additional Minute Plan or purchased as part of the customer's monthly Lifeline Free plan, will be decremented at the uniform rate of \$0.20 per minute.

C. A standard cellular call is considered to be a call that does not include the following types of usage:

1. informational services;
2. multi-media usage;
3. text messaging
4. other usage as determined applicable by the Company.

E. Deduction of minutes for a completed call from a customer's handset will begin when the SEND key is pressed and will end when either party ends the call, rounded to the nearest minute. Call detail records will only be provided where required by applicable law.

F. Airtime minutes do not have any cash value. The purchase of a YourTel Additional Minute Plan is non-refundable.

G. YourTel Additional Minute Plans, airtime rate plans, and denominations are subject to change without prior notice.

H. YourTel customers may purchase and use on any YourTel handset any YourTel Additional Minute Plans.

Wireless Services

SECTION 2 –WIRELESS SERVICES, CONT.

2.2.4 Emergency Calls

- A. There is no deduction of minutes for 911 emergency service calls.
- B. YourTel handsets can reach 911 emergency services regardless of minutes remaining on the handset.
- C. YourTel takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.**2.2.5 Data Services**

A. YourTel provides wireless data services and mobile internet services using your YourTel phone. Sending or receiving data service will be available at a rate of \$1.25 per megabyte. Subscribers may purchase a data subscription allocation necessary to access the mobile internet in the following data allocations (“Data Subscription Rates”):

Data Subscription Rates:

1. \$5.00 for 5MB
2. \$10.00 for 20MB
3. \$20.00 for 50MB

B. Data usage will be deducted from the available data allocation in a purchased Data Subscription. Unused data expire at the end of a monthly Data Subscription period and may not be used in subsequent months. If allocation of data is used before the end of the monthly period, a subscriber will be required to add an additional Data Subscription in order to access the mobile internet. Each month a subscriber will be charged the monthly fee for the Data Subscription that they selected previously. A subscriber may terminate a subscription or switch to another data subscription by contacting YourTel. Subscribers are responsible for all data activity from and to the wireless phone on the account, regardless of who initiates the activity. YourTel reserves the right to suspend, limit, or terminate a subscriber’s account without notice for any misuse or use that adversely impacts network performance. YourTel will not provide free access to data content.

C. Data services available to YourTel subscribers may allow access many forms of data content such as internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Some of this data content may be unsuitable for minors. Subscribers of YourTel data services are solely responsible for evaluating the data content accessed while using a YourTel handset or device.

YourTel, for any reason, may place restrictions on accessing certain data content, limit the amount of accessible data, or terminate a subscriber’s access to data services. YourTel supports the use of data content, but, YourTel makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party’s data content or to third party data content a subscriber may access while using a YourTel handset or device. YourTel does not have control over the data content provided on third party’s site that a subscriber may access. YourTel reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers.

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SECTION 2 – WIRELESS SERVICES, CONT.**2.2.5 Data Services(con't).**

D. Subscribers may not use YourTel data service for any illegal purpose. This includes harassing, threatening, abusing, defaming, or slandering any individual or entity. YourTel and its business partners provide messages, data, information, music, games, text or other material for subscribers to use on a non-commercial basis only. Subscribers may not sell or resell data content. Subscribers are solely responsible for engaging in any unauthorized use of data content. YourTel (YourTel, Inc.) intends to present and offer only generally acceptable data content. However, it is impossible to proof all data content, titles and news articles for appropriate content. YourTel data content is not rated and subscribers are solely responsible for the use of such material, which may be offensive or objectionable to subscribers or to others. YourTel subscribers agree not to hold YourTel (YourTel, Inc.) liable for any offensive or objectionable data content. In the use of a cell phone to browse the Internet, the cell phone number or other information may be transmitted over the Internet. By activating or using a YourTel Wireless phone and/or using the data service, the subscriber understands any risks associated and agrees they have been notified of such risks.

2.2.6 Subscription to Information Services

A. YourTel does not at this time offer subscription-based Information Services (news, weather and sports). YourTel reserves the right to offer or discontinue subscription-based Information Services, or portions thereof, without notice.

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SECTION 2 – WIRELESS SERVICES, CONT.**2.2.7 Rates and Charges****A. General**

1. Customers are responsible for paying all charges including, but not limited to 1) charges for optional Service features selected by the Customer; 2) all applicable surcharges, fees, taxes, and regulatory charges. Customers are responsible for all charges applicable to Customer handset service, whether or not Customer was the user of the wireless phone. YourTel will automatically deduct applicable charges from the Customer's available minutes.
2. Changes to a surcharge, fee or tax will become effective as provided by the taxing authority and change to applicable contribution amounts for the Federal Universal Service Fund ("FUSF") and other regulatory charges shall become effective immediately.
3. The Non-Lifeline, Non-Government Assisted Service is made available at standard airtime rates as provided in 2.2.3 preceding and does not include discounts applicable only to Lifeline qualified low-income consumers, which includes Federal Tier One, Tier Two, Tier Three and the Company provided support detailed in Section 2.5.2 of this tariff.

B. Roaming

1. Roaming charges, if they apply, will be billed at a rate of \$0.59 per minute of use and will be deducted from the available minutes. Roaming charges occur when a subscriber makes a call using the facilities of another wireless service provider due to the location the call was placed. Roaming occurs when you make or receive calls outside the home network calling area. YourTel does not provide any guarantees as to the availability or quality of service while roaming. Roaming is unavailable for wireless Lifeline customers unless specifically requested by the customer that it be made available.

C. Directory Assistance

1. Customers may access Directory Assistance service from their YourTel handset.
2. Directory assistance calls will be provided for no additional fee; however, applicable airtime charges are assessed as minutes of usage

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SECTION 2 – WIRELESS SERVICES, CONT.**2.2.7 Rates and Charges(con't)****D. Short Message Service (“SMS”) Text Messaging**

1. A YourTel subscriber can send and receive text messages of up to 160 characters which include the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages.
2. Text messages sent by YourTel are free of charge. The charge to send or receive a text message will vary depending upon the plan. The standard rate to send or receive a text message on a YourTel phone is \$0.10 per text message for receiving, and \$0.10 per text message for sending. This rate is applicable when not purchased as an Additional Minute Plan or purchased as part of the customer's monthly Lifeline Free plan. Adding additional airtime or plans to an account may include incremental minute rates per text messages sent or received. If a subscriber has used all of the free monthly allotment of minutes, they will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls
3. Text messaging rates for Lifeline Free Plan 68 will be charged at 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages.
4. Each domestic text will be deducted from the available messages in a free minute plan or in a purchased YourTel Additional Minutes Offering Plan. Any unused messages will expire at the end of the monthly subscription period and will not be applied to subsequently purchased minutes, unless the plan includes rollover minutes. If a subscriber uses all the messages in an available plan, and does not pay the monthly fee for the YourTel Additional Minutes Offering Plan, they will not receive the monthly allocation of messages associated with your plan. Subscriber messaging plans do not include international text, picture messaging, or voicemail messages.

Wireless Services

SECTION 2 –WIRELESS SERVICES, CONT.**2.2.7 Rates and Charges(con't).****E. Short Message Service (“SMS”) Text Messaging (con't)**

5. Premium SMS is a text message to a designated "short code" strictly. YourTel does not participate in Premium SMS services or campaigns. A subscriber is solely responsible for any charges incurred for Premium SMS services or campaigns. Any text messages sent to a "short code" using YourTel service will not likely be successfully sent or received. Any charges you may incur as a result of any attempts to participate in Premium SMS campaigns or services are not refundable, regardless whether you incur charges as deductions from your YourTel minutes.

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SECTION 2 –WIRELESS SERVICES, CONT.**2.2.8. Expiration of Airtime****A. Non-Lifeline, Non-Government Assisted Service**

1. Once service has been deactivated, the Company may reassign a previously assigned phone number to a different end user.
2. Should a Non-Lifeline, Non-Government Assisted phone number be deactivated, as detailed above, a new phone number will be issued to an end user that reactivates service.

B. Lifeline Assisted Service

1. Subscribers enrolled on the Company's Lifeline program will have active service while enrolled in the Lifeline program. If de-enrolled for any reason whatsoever from the Lifeline program, the subscribers service will be terminated.
2. YourTel Lifeline programs are only available for activation by customer's who reside in the areas in which YourTel, Inc., has been designated as a Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a YourTel ETC service area. To be eligible for YourTel service, a subscriber must meet the applicable eligibility standards described in Section 2.5.2.

Wireless Services

SECTION 2 –WIRELESS SERVICES, CONT.

2.3 Service Activation Fee

A. A Service Activation Fee of \$30.00 is required to activate a subscriber's service for non-Lifeline service. There is no Service Activation Fee for Lifeline customers.

Wireless Services

SECTION 2 –WIRELESS SERVICES, CONT.**2.4 Non-Usage Policy**

A. YourTel has implemented a non-usage policy to ensure that Lifeline support is received only for those qualified Lifeline subscribers who use the service and to prevent reimbursement to YourTel from the federal Universal Service Fund for Lifeline support provided to inactive subscribers. Customers will be apprised of this policy upon initiating service via their sales representative or via a printed or online copy of the Wireless Terms and Conditions.

B. YourTel subscribers who exceed sixty (60) days without any usage (defined below), will be de-enrolled from the YourTel Lifeline Program. "Usage" is defined as any making a monthly payment, the purchasing of minutes from YourTel to add to an existing pre-paid Lifeline account, the completion of an outbound call, answering a call from anyone other than YourTel, its representative or agent or affirmatively responding to a direct contact from YourTel that he or she want to continue service.

C. Upon de-enrollment for non-usage, the YourTel subscriber will have up to thirty (30) days to re-enroll by contacting the YourTel Lifeline program, by calling 855-299-9990 or meeting the above definition of usage. If re-enrollment does not occur or a call to a YourTel customer service representative does not take place or a positive response is not received within thirty (30) days of de-enrollment, phone service will be deactivated and any airtime will be lost.

D. A subscriber must provide proof of eligibility to re-enroll in the YourTel Lifeline program.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.

2.5 Wireless Lifeline Program**2.5.1 General**

A. YourTel' Wireless Lifeline Program gives qualified consumers the ability to acquire wireless service that includes a free handset, local and domestic intralata/interlata calling and selected customer calling features without a credit check, deposit, or contracts.

B. Under the Company's Wireless Lifeline plan, qualified subscribers will be able to select from the following service offering:

Base Plan: This plan includes 500 voice minutes plus unlimited texting for free each month. Unused minutes do not roll over.

(N)
(N)

Lifeline Free Plan 250, which includes the following, will be grandfathered effective 5/15/2016: 250 free voice minutes per month. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will not rollover from month to month.

(C)

Lifeline Free Plan 68, which includes the following, will be grandfathered effective 9/17/2011: 68 free voice minutes per month. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Unused minutes will rollover from month to month.

(C)

C. YourTel Calling Features include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voicemail. Plans include local calling and intrastate and interstate long distance calling.

D. In the event that all airtime has been used, Lifeline customers will have the capability of purchasing additional airtime in denominations and at rates specified in 2.2.3 preceding.

Wireless Services

SECTION 2 –WIRELESS SERVICES, CONT.**2.5 Wireless Lifeline Program (con't)****2.5.1 General(con't).**

E. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges.

F. Customer Service Calls, placed from a customer's handset and dialed via *611, will not incur standard airtime charges.

G. Wireless handsets will be delivered at no charge to qualifying customers, service will be activated and the requisite number of minutes will be added upon certification of the customer for Lifeline.

H. Free minutes will be automatically added to the currently available minutes of the account of each customer on a monthly basis.

I. Airtime charges and domestic long distance charges apply to forwarded / transferred calls even if the call is sent to a wireline telephone.

J. Lifeline customers are exempt from paying the Federal Universal Service Charge.

K. Eligible subscribers will receive, in the form of a credit, exemption from paying the Federal Subscriber Line Charge.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.**2.5 Wireless Lifeline Program (con't)****2.5.2 Low-Income Assistance**

A. A low-income service provides a discount on the monthly charge for service and/or a reduction on the customary charge for commencing service (“service activation fee”, “SAF”).

B. In Missouri, a consumer is considered eligible for low-income assistance if they participate in at least one of the approved public assistance programs, as indicated below:

1. Low Income Home Energy Assistance Program (LIHEAP)
2. MO Healthnet f/k/a Medicaid.
3. Federal Housing Assistance or Section 8
4. National School Lunch Program
5. Supplemental Nutrition Assistance Program (f/k/a Food Stamps)
6. Supplemental Social Security (SSI)
7. Temporary Assistance to Needy Families (TANF)

C. Telephone service must be in the name of the individual receiving the benefit.

D. One low-income credit is available per household and is applicable only to the customer’s principle residence and the primary residential connection.

E. Wireless Lifeline Service is available to all low-income customers who demonstrate that they are eligible for support by participation in any of the forgoing programs.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.**2.5 Wireless Lifeline Program (con't)****2.5.3 Certification and Verification of Eligibility for Low-Income Programs**

A. Certification will occur at the time an individual is applying to enroll in Lifeline, while verification will occur on an annual basis after the subscriber has already been certified.

2.5.2 Initial Certification of Eligibility

A. All subscribers applying for the YourTel Lifeline Service and who qualify through participation in one or more of the approved needs based programs, must complete a signed Self-Certification Application and show proof of program participation.

B. Low-income assistance, provided in the form of free minutes and/or a reduction in the Company's service activation fee, will not be provided until proof of eligibility has been viewed by the Company.

2.5.3 Verification of a Subscribers Continued Eligibility

A. Subscribers participating in the YourTel Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in Lifeline programs based on the appropriate state or federal recertification or verification requirements. YourTel reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for Lifeline service.

B. If YourTel is unable to recertify or verify the required Lifeline qualifications the subscriber will be deemed ineligible to further participate in YourTel Lifeline programs. The subscriber's free minute plan will be discontinued at that time and only pre-paid minute plans will be available to the subscriber.

Wireless Services

SECTION 2 – WIRELESS SERVICES, CONT.

2.5 Wireless Lifeline Program (con't)**2.5.4 Applicable Lifeline Discounts**

A. Under the Company's Wireless Lifeline Program, YourTel will use all low-income universal service support to provide free airtime minutes ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement.

B. YourTel anticipates it will receive the following amount of federal USF Lifeline support, which the Company will provide to eligible Missouri consumers in the form of free air time:

1. Tier 1 An amount equal to the tariff rate of the SLC of the Incumbent LEC
2. Tier 2 \$1.75
3. Tier 3 \$1.75

Consistent with 47 C.F.R. § 54.403(a)(3), YourTel will provide Lifeline support in the amount of \$3.50 so as to allow qualified Lifeline subscribers to receive the maximum amount of Tier 3 support as indicated above.

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SECTION 3 –PROMOTIONAL OFFERINGS

3.1 PROMOTIONS

3.1.1 General

A. The Company may from time to time engage in promotions of its universal service offerings designed to attract new Customers or to increase awareness of particular offerings among existing Customers.

B. These promotions will be for a limited time period and will typically involve the waiver or discount of recurring and/or nonrecurring charges for service offerings.

C. Notwithstanding the above, the Company reserves the right to offer discounts on any and all types of services provided by the Company without prior notice or change to this tariff.

Wireless Services

SECTION 4 –UNIVERSAL SERVICE FUND

4.1 Universal Service Fund Contributions

4.1.1 General

A. The Company shall be responsible to collect and remit all applicable local, municipal, state and federal taxes, fees, surcharges and assessments including the Universal Service Fund contributions as applicable.

B. The Company reserves the right to deduct or offset from the applicable subscriber's account any dollar amounts that are outstanding and are associated with the customer's portion of all applicable local, municipal, state and federal taxes, fees, surcharges and assessments and shall be deducted in a first in/first out basis.