

Wireless Services

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INFORMATIONAL WIRELESS SERVICES TARIFF

OF

**EASY TELEPHONE SERVICES COMPANY
d/b/a EASY WIRELESS**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive Commercial Mobile Radio Services provided by Easy Telephone Services Company d/b/a Easy Wireless (“Easy Wireless”, or the “Company”) within the State of Missouri where the Company is designated as an eligible telecommunications carrier. Easy Telephone Services Company P.S.C. Missouri No. 1

Issued:

Effective:

Issued By: Joseph Fernandez, President
Easy Telephone Services Company
4352 SE 95th Street
Ocala, Florida 34480

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CHECK SHEET

All pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff pages that are in effect on the date on top of this sheet.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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EXPLANATION OF SYMBOLS

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

- (C) - To signify changed text of regulation.
- (D) - To signify decreased rate.
- (I) - To signify increased rate.
- (M) - To signify a move in location of text.
- (N) - To signify new rate or regulation.
- (O) - To signify omissions.
- (T) - To signify temporary rates and/or surcharges.

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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 Easy Wireless 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 4352 SE 95th Street, Ocala, Florida 34480.

A complete listing of the Terms and Conditions applicable to the furnishing of the Company's wireless service is available on the Company's website at www.myeasywireless.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 - 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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Handset - Any hand held device used to transmit and receive calls from a wireless system a/k/a an 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.

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT.

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.

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SECTION 2 – WIRELESS SERVICES

2.1 Terms and Conditions

2.1.1 General

- A. 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 www.myeasywireless.com

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.

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SECTION 2 – WIRELESS SERVICES, CONT.

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 Easy Wireless and any of its subsidiaries ("us," "we," "the Company") and is between the Customer (the purchaser or user of the Services) and EASY TELEPHONE SERVICE COMPANY d/b/a EASY WIRELESS.

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SECTION 2 – WIRELESS SERVICES, CONT.

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. In the case of a mobile handset, a Customer may pay an equipment replacement fee of \$25.00.
- C. The Customer is required to reimburse the Company for loss, through theft, of equipment or apparatus furnished by the Company.

2.1.6 Maintenance and Repair

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

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SECTION 2 – WIRELESS SERVICES, CONT.2.1.7 Hazardous or Inaccessible Locations

- A. In areas the Company considers hazardous or inaccessible to its Employees, the customer may be required to furnish, install and maintain the facilities or equipment.
- B. Such installations are subject to Company approval to erasure safety, reliability, and network integrity.

2.1.8 Equipment Arrangements

- A. Easy Wireless Lifeline further described in Section 3 may provide eligible subscribers with a handheld phone. This equipment may be provided at no additional charge. Customers may also provide their own equipment, provided it is compatible with the Company's network and complies with the FCC's rules.
- 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. Manufacture warranty periods apply to all handsets provided by 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. Easy Wireless will absorb all charges necessary to ship a repaired or replacement handset to customer.

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SECTION 2 – WIRELESS SERVICES, CONT.

2.1.9 Liability of the Company

A. Limitations

1. Customer acknowledges that the wireless service may not be completely private and is of such nature that wireless may be interrupted, lost or limited for many reasons other than the negligence of the Company, including, but not limited to, dialing errors, power failures, leaving wireless coverage area, malfunctioning equipment, interruptions in the Company’s interconnections to wireline, wireless, or interexchange carriers, “dead spots” or other incomplete coverage areas within Company’s local service area.
2. Company shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of the Company.
3. Company’s liability for its own negligence or any other reason may not in any event exceed the prorated charge for service during the period damages occurred.
4. In no event shall the Company be liable for any special, incidental or consequential damages, losses or injuries.
5. No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions or delays of the Company, its agents, servants or employees in the establishing, furnishing, rearranging, moving, terminating or changing of wireless service or facilities.
6. Customer agrees to indemnify Company and hold Company harmless from all suites, liabilities, cost and claims of any kind arising out of any actions omissions or use of the service or a cellular station of or by customer, any user or any other individual or entity with customer’s or a user’s consent.

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SECTION 2 – WIRELESS SERVICES, CONT.

7. The Company does not transmit messages but offers the use of its facilities when available, for communications between parties.
8. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.
9. When the facilities of other companies are used in establishing connection to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.
10. The Company shall not be liable for any defacement of customer's premises resulting from the existence of the Company's apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

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SECTION 2 – WIRELESS SERVICES, CONT.

2.1.10 Advance Payment for Service

- A. Charges for service must be paid by the subscriber in advance in MoneyGram, money order or, charged to a credit card acceptable to the Company.

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.

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SECTION 2 – WIRELESS SERVICES, CONT.

2.1.13 Suspension of Service

- A. The Company may, at its discretion, suspend service to a Customer for up to three (3) months (a) at the Customer's request, or (b) for noncompliance with the Cellular Service Agreement which is susceptible to cure.
- 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.
- E. When an application for service, for which special engineering must be undertaken is canceled in whole or in part before service is established, the applicant or Customer is required, on demand, to reimburse the Company for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service had been established.

2.1.14 Reserved for Future Use

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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.

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SECTION 2 – WIRELESS SERVICES, CONT.

- 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. Airtime is valid and available for use as detailed in Section 2.2.8.
- H. In order to keep service active, non-Lifeline qualified customers must comply with the terms and conditions described in Section 2.2.9 of this tariff.
- I. Reserved for future use.

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SECTION 2 –WIRELESS SERVICES, CONT.**2.2.2 Activating and using a EASY TELEPHONE SERVICE COMPANY Handset**

- A. Eligible customers will receive a standard handset at no charge. The handset may be a refurbished unit. Existing Company customers, who qualify for Easy Wireless Lifeline Service and who would like to use their existing handset, are requested to call-1-877-476-3451 or via the web at www.myeasywireless.com.

2.2.3 Top-Up Packages

- A. Easy Wireless additional minute airtime packages are available in denominations of \$5.00 for 75 minutes; \$13.50 for 250 minutes; \$25.00 for 500 minutes; and \$30.00 for 1,000 minutes.
- B. Airtime, when used for standard cellular calls, is valued at and will be decremented at the following rates:
1. \$ 5.00 denomination - \$0.07 per minute of use;
 2. \$13.50 denomination - \$0.05 per minute of use;
 3. \$25.00 denomination - \$0.05 per minute of use
 4. \$50.00 denomination - \$0.03 per minute of use
- C. A standard cellular call is considered to be a call that does not include the following types of usage:
1. Informational services;
 2. Directory assistance or operator services;
 3. Multi-media usage;
 4. Text messaging
 5. Other usage as determined applicable by the Company

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SECTION 2 – WIRELESS SERVICES, CONT.

- D. 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.
- E. Airtime minutes do not have any cash value. The purchase of Easy Wireless prepaid wireless additional minute airtime packages will be non-refundable.
- F. Easy Wireless prepaid wireless additional minute airtime packages, airtime rate plans, and airtime denominations are subject to change without prior notice.
- G. Easy Wireless customers may purchase and use prepaid wireless additional minute airtime packages with any Easy Wireless handset.

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SECTION 2 – WIRELESS SERVICES, CONT.

2.2.4 Emergency Calls

- A. There is no deduction of minutes for 911 emergency service calls.
- B. Easy Wireless handsets can reach 911 Emergency services regardless of minutes remaining on the handset.
- C. As previously stated, many factors beyond the Company’s control may affect the ability to make and receive calls on a Easy Wireless handset, which include, but are not limited to, atmospheric conditions, 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’s control. If a customer is in an area where the handset is searching for a wireless signal or where there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Customers should not rely solely on a Easy Wireless handsets in an emergency situation. In case of an emergency, locate the nearest landline phone and call for help. Easy Wireless takes no responsibility for service interruptions or problems caused by factors beyond the Company’s control.
- D. Statements by Easy Wireless, its 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.

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SECTION 2 – WIRELESS SERVICES, CONT.

2.2.5 Data Services

- A. With existing Easy Wireless phone models, customers are not able to download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services"). Data Services are not currently additional Services offered by the Company.
- B. Easy Wireless does not provide Data Services on any of its existing handsets at this time. Easy Wireless reserves the right to offer or discontinue Data Services, or portions thereof, without notice.
- C. Data Services are not available in analog service areas. Easy Wireless is not responsible to provide Data Services. If the Data Services, or any part thereof, are offered and then discontinued or canceled, Easy Wireless will NOT refund/reimburse you for any remaining used or unused subscription time.

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SECTION 2 – WIRELESS SERVICES, CONT.

2.2.6 Subscription to Information Services

- A. Easy Wireless does not at this time offer subscription-based Information Services (news, weather and sports). Easy Wireless reserves the right to offer or discontinue subscription-based Information Services, or portions thereof, without notice.
- B. Reserved for future use.

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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) Service reconnection charges; 3) 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. Easy Wireless 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 2.3.4 of this tariff.

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SECTION 2 –WIRELESS SERVICES, CONT.

D. Directory Assistance

1. Customer's may access Directory Assistance service from their Easy Wireless handset.
2. Easy provides Directory Assistance at no charge to the customer through Jingle Networks, LLC. A/K/A 1-800-FREE-411
3. Directory Assistance charges are applicable to standard usage charges and are automatically deducted from the customer's balance of available minutes.

E. Reserved for Future Use

F. Reserved for Future Use

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SECTION 2 – WIRELESS SERVICES, CONT.

G. Short Message Service (“SMS”) Text Messaging

1. Unless otherwise indicated in the wireless Lifeline service plan information, customers who subscribe to the Company’s SMS Text Messaging Service will have 0.3 minutes per text sent or received deducted from available minutes.
2. Text messaging charges apply in addition to standard usage charges and will be automatically deducted from a customer’s balance of available minutes. The Company does not offer Premium SMS Text Messaging Service at this time.
3. The Company’s SMS Text Messaging Service requires certain equipment. Most handsets are capable of receiving text message’s however, sending text messages requires two-way SMS capable equipment.
4. SMS Text Messaging rate applies per message per address sent to and per message received. The Company reserves the right to charge additional rates to any SMS usage generated by “short codes.”

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SECTION 2 –WIRELESS SERVICES, CONT.

H. Multi-Media Services

1. The Company does not at this time offer Multi-Media Services (“MMS”).
2. If the Company does in the future offer MMS services, charges will apply in addition to standard usage charges and will be automatically deducted for a customer’s balance of available minutes.
3. Reserved for future use.

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SECTION 2 –WIRELESS SERVICES, CONT.**I. International Calling**

1. International calls will be charged at the following rates:

(a)	Canada, Guam, and Mexico	\$1.34 per minute
(b)	Mexico (cellular)	\$1.49 per minute
(c)	Puerto Rico	\$1.12 per minute
(d)	All other international locations	\$1.50 per minute
2. All International call usage is subject to applicable charges including but not limited to, international toll charges, airtime, taxes and surcharges. International call usage is applicable to voice service only.
3. The Company reserves the right to block calls to any international location without notice, and to suspend or terminate international calling capability without notice. Call Forwarding is blocked to all international locations.
4. The Company reserves the right to require subscribers, in order to complete an international call, the requirement to first dial a toll free number; or enter a “pound code;” or a “short code;” or a “star code” in order to complete the call.

2.2.8 Expiration of Airtime**A. Non-Lifeline, Non-Government Assisted Service**

1. Any airtime purchased and loaded on a Non-Lifeline, Non-Government Assisted account will be valid and available for use for up to 90 days from the date the airtime values were loaded provided no additional airtime purchase(s) are loaded within the 90 day period from the date the last airtime purchase was loaded.
2. Failure to purchase and load additional airtime within the 90 day period from the date the last airtime purchase was loaded will result in loss of unused airtime.

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SECTION 2 –WIRELESS SERVICES, CONT.

B. Lifeline Assisted Service

1. Eligible Lifeline customers receive a free handset and 100 minutes of service, to include Local, Long Distance, Caller ID, Call Waiting and Voicemail for the first month of service. The 100 minutes with all included features continue at no cost to the customer, each month the customer remains eligible for Lifeline service. The 100 minutes will rollover each month for 90 days, expiring on the 91st day. Texting is included in this plan at 3 texts per minute of voice.
2. Eligible Lifeline customers may also opt to receive a free handset and 250 minutes of service, to include Local, Long Distance, Caller ID, Call Waiting and Voicemail for the first month of service. The 250 minutes with all included features continue at no cost to the customer, each month the customer remains eligible for Lifeline service. The 250 minutes will not include rollover or texting.
3. With the exception of the one hundred (100) minute plan, any airtime purchased and loaded on a Lifeline account will be valid for 30 days unless more minutes are purchased and added to the account

PLAN	MINUTES	CUSTOMER COST	AUTOMATIC ROLLOVER
1	250	FREE (Every Month)	No Rollover-No Texting
2	100	FREE (Every Month)	90-days
PURCHASE ADDITIONAL MINUTES AT THE FOLLOWING RATE			
	75	\$ 5.00	No Rollover
	250	\$ 13.50	No Rollover
	500	\$ 25.00	No Rollover
	1,000	\$30.00	No Rollover

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SECTION 2 –WIRELESS SERVICES, CONT.

2.2.9 Maintaining an Active Account

- A. Non-Lifeline, Non-Government Assisted Service
 - 1. In order to keep service active on a Non-Lifeline, Non-Government Assisted account, subscribers must purchase and load airtime at least once during any consecutive 30 day period. As explained in 2.2.8 preceding, airtime expires 30 days from the date of loading. If no additional airtime is loaded within the 30 days after the day airtime expiration period, the Non-Lifeline, Non-Government Assisted Service will be deactivated.
 - 2. Once service has been deactivated, the Company may reassign a previously assigned phone number to a different end user.
 - 3. 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 reactivated service.
 - 4. Reserved for future use.

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SECTION 2 –WIRELESS SERVICES, CONT.

B. Lifeline Assisted Service

1. Subscribers enrolled on the Company's Lifeline program will have active service while enrolled on the Lifeline program. If de-enrolled for any reason whatsoever from the Lifeline program, the subscribers service will default to the Non-Lifeline, Non-Government assisted Service and will then be required to purchase and load airtime at least once during any consecutive 90 day period.
2. Airtime for Non-Lifeline, Non-Government Assisted Service customers expires 90 days from the date of loading on the 100 minute plan. Consistent with the terms of 2.2.9.A.1, if no additional airtime is loaded within 30 days after the 90 day expiration period (i.e. 90 days + 30 days = 120 days), the Non-Lifeline, Non-Government Assisted Service will be deactivated.
3. Once service has been deactivated, the Company may reassign a previously assigned phone number to a different end user.
4. 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.
5. Reserved for future use.

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SECTION 2 – WIRELESS SERVICES, CONT.

2.3 Wireless Lifeline Program

2.3.1 General

- A. The Code of Federal Regulations defines Lifeline as “a retail service offering”, “available only to qualifying low-income consumers” “[f]or which qualifying low income consumers pay reduced charges as a result of application of the Lifeline support amount...”
- B. Easy Wireless Lifeline Program is a wireless telecommunications service that meets these requirements by providing qualifying low-income consumers with reduced monthly charges, in the form of an amount of free local usage, as a result of the application of the Lifeline discount.
- C. Qualified consumers will have the ability to acquire wireless service that includes a free handset, local and domestic long distance calling and selected customer calling features that does not require credit check, deposit, or contract.
- D. Lifeline customers are exempt from paying the Federal Universal Service Charge.
- E. Eligible subscribers will receive in the form of a credit, exemption from paying the Federal Subscriber Line Charge.

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SECTION 2 –WIRELESS SERVICES, CONT.

2.3.2 Low-Income Assistance

- A. A low income service provides a discount on the monthly charge for a service and/or a reduction on the customary charge for commencing service (activation fees). Eligibility is determined based on income or participation in assistance programs closely related to and based on income.
- B. In Missouri, a consumer is considered eligible for low-income assistance if they have a total household income at or below 135% of the federal poverty guidelines or participate in at least one of the approved public assistance programs, as indicated below:
 - 1. Temporary Assistance to Needy Families (TANF)
 - 2. Supplemental Security Income (SSI)
 - 3. Food Stamps
 - 4. Medicaid
 - 5. Low Income Home Energy Assistance Program
 - 6. Federal Public Housing Assistance (Section 8, Section 521, Section 202 and Public Housing – including HOPE VI).
 - 7. National School Lunch Program’s Free Lunch Initiative
- 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. Reserved for future use.

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SECTION 2 –WIRELESS SERVICES, CONT.

2.3.3 Certification and Verification of Eligibility for Low-Income Programs

- A. Certification and verification are the processes by which eligible consumers establish their qualification for Lifeline. Certification occurs at the time an individual is applying to enroll in Lifeline, while verification occurs on a periodic basis after the subscriber has already been certified.
- B. All subscribers applying for Easy Wireless Lifeline and Easy Wireless Service who qualify through participation in one or more of the approved needs based programs must complete and return to Easy Wireless a Self-Certification Application. Potential subscribers may print a blank Self-Certification Application off the Company’s website and may elect to submit via fax. Self-Certification Applications are available on Easy Wireless website at www.myeasywireless.com. Consumers without internet access may request to have a Self-Certification Application mailed to them by contacting Easy Wireless Customer Service Representative at toll free.
- C. Subscribers who elect to use a paper Self-Certification Application may return the completed and signed application, along with any supporting documentation that may be required, to Easy Wireless via fax, email, or delivery via the United States Postal Service (“USPS”). Applicants who prefer to submit the Self-Certification Application to Easy Wireless via USPS can mail the completed application to:

Easy Telephone Service Company d/b/a Easy Wireless
P.O. Box 831711
Ocala, FL 34483-2702

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SECTION 2 –WIRELESS SERVICES, CONT.

- D. Potential subscribers are required to list their primary residential address on the Self-Certification Application and to identify all of the programs in which they participate.
- E. Applicants who do not have a physical address and use a P.O. Box instead are required to include directions to their primary residence with their Self-Certification Application.
- F. By Self-Certifying their eligibility, the Applicant certifies, under penalty of perjury, the following:
 - 1. Applicant is receiving benefits from at least one of the low-income programs identified in 2.3.2 preceding and identifies all of the specific programs from which the customer receives benefits;
 - 2. Applicant authorizes Easy Wireless or its duly appointed representative(s) to access records relating to applicant, or applicant's family, that may reside in any state or federal database in order to verify applicant's eligibility in the Lifeline program(s);
 - 3. Applicant authorizes representatives of any state or federal assistance program to verify or otherwise discuss with and /or provide copies of records relating to applicant's eligibility by virtue of participation in a qualifying program;
 - 4. Applicant will notify Easy Wireless in the event that applicant no longer participates in at least one of the qualifying state or federal assistance programs;
 - 5. Applicant certifies that no resident at applicant's primary residential address currently participates in or receives Lifeline benefits;
 - 6. Should an Applicant or any resident at the applicant's primary residential address, participate in and receive Lifeline benefits from any other telecommunications provider, applicant agrees to cancel current Lifeline service in favor of the service provided by Easy Wireless.
 - 7. Applicant affirms under penalty of perjury, that the forgoing representations are true and correct to the best of applicant's knowledge and belief.

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SECTION 2 – WIRELESS SERVICES - CONT.

- G. Lifeline discounts, provided in the form of free minutes, will not be provided until proof of eligibility has been received by the Company.
- H. Easy Wireless will verify annually that each Lifeline customer continues to be eligible to receive Lifeline benefits. In doing so, Easy Wireless will notify Lifeline customers via text message, a statistically valid sample of the Company's Lifeline subscribers in accordance with applicable state and federal requirements prior to their service anniversary date that each customer must confirm his/her continued eligibility for Lifeline in accordance with applicable requirements. Customers will be directed to Easy Wireless website where they will have thirty (30) days to self-certify, under penalty of perjury, their continued eligibility for Lifeline. Customers will also be required to provide documentation of their participation in a Lifeline qualifying program. Documentation can be provided via US Mail, fax or email.
- I. Customers who either do not have internet access or who choose to verify eligibility via paper form will be able to complete the annual verification process by mailing verification to Easy Wireless via the USPS.
- J. Receipt of a customer's annual verification form and required documentation will be a prerequisite for the customer's continued eligibility to receive Lifeline-supported services. Customers who do not verify their continued eligibility will have their Lifeline discounts removed.
- K. Reserved for Future use.

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SECTION 2 – WIRELESS SERVICES, CONT.

2.3.4 Applicable Discounts

- A. Under the Company’s Wireless Lifeline Program, Easy Wireless will use all low-income universal service support to provide free airtime minutes ensuring the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement.
- B. Effective August 1, 2012, Easy Wireless anticipates it will receive **\$9.25** of federal USF Lifeline support, which the Company will provide to eligible Missouri consumers in the form of free air time.
- C. Easy Wireless will provide Lifeline support in an amount that will allow Lifeline subscribers to receive the maximum amount of Tier 3 support as indicated above.
- D. The Company estimates the current total amount of monthly support per eligible subscriber to be **\$9.25** in the AT&T Exchanges of Missouri.
- E. Based on the amount of estimated support Easy Wireless will provide each qualified subscriber with an amount of free airtime per month as detailed in Section 2.3.1.D preceding. Easy Wireless reserves the right to modify the amount of minutes provided to each qualified subscriber equivalent to the amount of federal support changes, if any.
- F. Qualified customers can purchase additional airtime in denominations and rates indicated in 2.2.4 preceding.

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SECTION 2 –WIRELESS SERVICES, CONT.2.3.5 Non-Usage Policy

- A. Easy Wireless 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 Easy Wireless from the federal Universal Service Fund for Lifeline support provided to inactive subscribers.
- B. Easy Wireless non-usage policy provides that a Lifeline subscriber's Lifeline discounts will be terminated if the handset has two (2) consecutive months without incurring usage.
- C. Usage is defined to mean, but is not necessarily limited to, the receipt, by the handset, of the free monthly allotment of airtime, the activation of an optional airtime replenishment card, as well as the use of the handset for sending or receiving a call or a text message. In the event that none of the aforementioned types of usage occurs, Easy Wireless will attempt to contact the Lifeline subscriber in an attempt to verify whether the service is still wanted.
- D. In order to ensure that the Company's non-usage policy also addresses a situation whereby a subscriber has died, moved out of the area, lost their handset and has not received a replacement, or has simply put the phone in a drawer and is not using the service to send or receive calls or text messages, Easy Wireless clarifies that the receipt of free airtime minutes can only occur if the handset is turned on. Easy Wireless views the turning on of the handset in order to receive the monthly allotment of free minutes as an affirmation that the subscriber still intends to receive Lifeline benefits, use the service, and remain enrolled in the company's wireless Lifeline program.
- E. Should a subscriber not turn the phone on for two (2) consecutive months, and therefore not receive the monthly allotment for free minutes, Easy Wireless will terminate the customer's Lifeline benefits.
- F. Once a subscriber has been de-enrolled from Lifeline, Easy Wireless will cease seeking reimbursement from the federal USF for the subscriber. However, should a subscriber reinstate as a Lifeline customer during the 30 day grace period, immediately following de-activation for non-usage, Easy Wireless will apply all free usage to the subscribers account and will seek reimbursement from the federal USF for the Lifeline benefits provided to that subscriber during the 30 day grace period. Should a subscriber re-enroll in Lifeline after the expiration of the 30 day grace period, Easy Wireless will resume seeking reimbursement from the federal USF consistent with the subscriber's re-enrollment.
- G. Easy Wireless non-usage policy not only ensures that subscribers with unused handsets will no longer continue to receive Lifeline benefits, but also ensures that Easy Wireless will not

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seek reimbursement from the federal Universal Service Fund for service provided to those handsets.

SECTION 2 – WIRELESS SERVICES, CONT.**2.3.6 Scope of Service**

- A. The Company provides the following Custom Calling features at no additional charge:
 - 1. Caller ID; Call Waiting; Call Forwarding; 3-Way Calling; Basic Voice Mail.
- B. Airtime includes both local IntraLata and InterLata calls to or from all fifty (50) United States and Puerto Rico.
- C. International Long Distance is available at the rates specified in Section 2.2.7(I).
- 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 indicated in 2.2.3 preceding.
- E. All calls to *611, any of the Company's toll free customer service numbers and calls to the Customer Service IVR will incur standard airtime charges.
- F. Calls to toll free numbers will incur standard airtime charges. To avoid airtime deductions, toll free calls, including calls to the Company's toll free customer service number, should be placed from a landline phone.
- G. In addition, Customer Service Calls, placed from a customer's handset and dialed via 611, will also incur standard airtime charges.
- H. 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.
- I. "Refresh" free minutes will be automatically loaded to the account of each customer on a monthly basis month.
- H. Airtime charges apply to all calls simultaneously and airtime charges apply to message retrieval.
- I. Airtime charges and domestic long distance charges apply to forwarded/transferred calls even in the event the call is sent to a wire line telephone.

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SECTION 2 – WIRELESS SERVICES, CONT

2.4 Reserved For Future Use

2.4.1 Reserved For Future Use

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2.5 Service Activation Fee

2.5.1 General

The company reserves the right to charge a connection fee up to \$60, but may discount this fee entirely for Lifeline customers.

2.5.2 Reserved for Future Use

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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. Each promotion will be developed so that the revenue received by the Company will cover the direct marginal cost of the service being promoted.

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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.
- C. Per federal requirements, Easy Wireless will contribute a percentage of the applicable Interstate revenues of the Company to the Universal Service Fund.

4.1.2 Reserved for Future Use

4.1.3 Reserved for Future Use

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SECTION 4 – UNIVERSAL SERVICE FUND, CONT.**4.1.4 Calculations of USF Contributions**

- A. Easy Wireless, as provider of “interstate telecommunications to the public, for a fee” will contribute to the universal service support mechanisms.
- B. Effective April 1, 2003, contributions to the mechanisms “shall be based on contributors’ projected collected end-user telecommunications revenues” (emphasis added).
- C. As such, all revenue received via reimbursements from the Universal Service Administrative Company (“USAC”), as reported on a carrier’s FCC Form 499, is considered “exempt revenue” and as such is not included in the calculations of a carrier’s Universal Service Fund (“USF”) contributions.
- D. For funding the federal universal service support mechanisms, beginning April 1, 2003, “the subject revenues shall be contributors’ projected collected interstate and international revenues derived from domestic end users for telecommunications or telecommunications services, net of projected contributions”.
- E. Easy Wireless will establish the projected collected interstate and international revenues derived from domestic end users through the traffic reports, which the Company will obtain from each of its underlying carriers.
- F. In the event Easy Wireless is unable to obtain traffic reports or is unable to determine the actual amount of interstate and international usage from the traffic reports of the underlying carriers, the Company may, as an alternative, use the interstate “safe harbor” percentage of 37.1%, as established by the FCC.
- G. Easy Wireless may recover contribution costs through interstate telecommunications-related charges to the Company’s end users.
- H. The Company shall be responsible to collect and remit all applicable local, municipal, state, federal taxes, fees, surcharges and assessments including the Universal Service Fund (where applicable). The Company also reserves the right to deduct or offset from the applicable subscriber’s accounts any dollar amounts that are outstanding associated with the customer’s portion of all applicable local, municipal, state, federal taxes, fees, surcharges and assessments including the Universal Service Fund. Such deductions or offsets shall be deducted from the applicable subscriber’s account on a first in/first out basis.

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