

Issue Date: March 18, 2014

Effective Date: March 18, 2014

Issuing Officer: David Donahue
1325 Barksdale Boulevard
Bossier City, LA 71111

**INFORMATIONAL TARIFF CONTAINING THE
GENERAL REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO COMMERCIAL MOBILE RADIO SERVICE
WITHIN THE STATE OF MISSOURI**

This tariff contains a general description of and the rates applicable to the furnishing of Commercial Mobile Radio Service (“CMRS” or “wireless”) provided by Budget Prepay, Inc. (“Company”), within the State of Missouri. This tariff is on file with the Missouri Public Service Commission (“Commission”) and is intended for informational purposes only. A complete description of all of the Terms and Conditions applicable to Company’s wireless service can be found on its website at www.budgetmobile.com. Copies may be inspected during normal business hours at Company’s place of business, 1325 Barksdale Blvd, Suite 200, Shreveport, LA 71111.

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CHECK SHEET

All sheets of this tariff are effective as of the date shown at the top right 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>
1	Original
2	Original
3	Revised
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

- C - To signify Changed Regulation
- D - Deleted or Discontinue
- I - Change Resulting in an Increase to a rate
- M - Moved from another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a rate
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change in Text But No Change to Rate or Charge
- V - Signifies Vintage Tariff
- Z - Correction

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Wireless and Wireless Lifeline Terms of Service

A. Service Description and Rates:

1. Service Period for all plans: All airtime (airtime associated with a particular plan, as well as additional purchased minutes, text messages or other services) expires at the end of each 30-day cycle whether subscriber uses the airtime or not. No airtime (whether associated with a particular plan or purchased separately) is carried over to the next 30-day period (no "rollover"). Additional airtime purchased separately is available for a 30-day period from the date of purchase.
2. All plans include, at no extra charge: Free Handset; Caller ID; Call Waiting; and Voicemail. Voicemail calls count against the voice minutes provided by the plan. There is no charge for initial activation of the service.
3. There is no charge for roaming.

Plan Description	Retail Price
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NON LIFELINE PLANS

Unlimited Minutes, Unlimited Text Messages, & 500 MB Data (or 417 MMS*)	\$40.00	(N)
1000 Minutes, Unlimited Text Messages, & 400 MB Data (or 334 MMS*)	\$30.00	(N)
500 Minutes, Unlimited Text Messages, & 250 MB Data (or 209 MMS*)	\$20.00	(N)
350 Minutes, Unlimited Text Messages, & 50 MB Data (or 42 MMS*)	\$15.00	(N)
250 Minutes & 250 Text Messages	\$10.00	(N)
100 Minutes & 100 Text Messages	\$5.00	(N)

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LIFELINE PLANS

250 Minutes & 250 Text Messages	FREE	(N)
Plus an Additional 100 Minutes (350 Minutes Total), 50 MB Data (or 42 MMS*), and Upgrade to Unlimited Texting	\$5.00	(N)
Plus an Additional 250 Minutes (500 Minutes Total), 250 MB Data (or 209 MMS*), and Upgrade to Unlimited Texting	\$10.00	(N)
Plus an Additional 750 Minutes (1000 Minutes Total), 400 MB Data (or 334 MMS*), and Upgrade to Unlimited Texting	\$20.00	(N)
Plus Upgrades to Unlimited Minutes and Unlimited Texting and 500 MB Data (or 417 MMS*)	\$30.00	(N)

* The described MMS plan component only applies to Subscribers whose supplement is not compatible with data.

Prices for all plans and the purchase of additional minutes or the text message add-ons do not include taxes or mandatory government fees (where applicable). Although Company must pay taxes or government fees in certain states, these taxes or government fees are not incurred by Lifeline Subscribers subscribing to the 250 Minutes & 250 Text Messages Plan. (T)

Plan Additions	Retail Price
Additional Minutes*	
100 minutes	\$5.00
250 minutes	\$10.00
400 minutes	\$15.00
Text Message Add Ons*	
1000 text messages	\$5.00
2000 text messages	\$10.00
4000 text messages	\$15.00
Data Add Ons*	
100 MB Data	\$5.00
250 MB Data	\$10.00
400 MB Data	\$15.00

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MMS Rates*			(N)
	50 MMS	\$5.00	
	125 MMS	\$10.00	
	200 MMS	\$15.00	

*Applicable Taxes and government fees are assessed to the above Plan Additions.

Lifeline Credits

Federal Lifeline Credit	\$9.25
Tier Four Lifeline Credit (available only to Tribal Lands residents)	\$25.00

B. General Terms and Conditions of Service

- 1. Service Availability:** Service is available only if Subscriber is within select coverage area. Service may be interrupted due to system capacity limitations and system repairs or modifications. Service is subject to limitation or interruption caused by weather, terrain, obstructions such as trees or buildings and other conditions. Company is not responsible for time lost or days lost for interruption of service caused by the above mentioned factors. There will be no credits or refunds issued for any reason.
- 2. Service Activation:** Subscriber must purchase a Company service plan, in order to activate a Lifeline account.
- 3. Use of Service/Rates:** Each text message sent or received by a Subscriber, except for a text message initiated by Company, reduces a Subscriber's text message balance. Subscribers can use the service to place 911 emergency services calls regardless of whether any minutes remain on their account. Subscriber can use the service to contact Customer Service at 888-777-4007 or 611. Calls placed to Customer Service, from Subscriber's handset, will not deduct minutes from Subscriber's account. Subscribers can use the service to contact directory assistance ("411" or "#4007"), and operator services ("0"); minutes used for such calls will be deducted from Subscriber's account. Subscribers cannot use the service to place operator assisted calls such as third party billed, and collect calls. Subscribers are unable to place calls directly to International numbers or numbers that begin with 500, 700, 855, 900 or 976. Subscribers are also unable to forward calls. Subscribers are unable to send/receive Multimedia Messages unless Subscriber purchases a plan with such service. If Subscriber is unable to successfully place a call out, attempt dialing with 1 + the area code + the 7-digit number. It is highly recommended that Subscriber power cycle the phone at least once per day to help re-register the phone within the Network.

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4. **Service Continuation and Cancellation:** After an account expires at the end of the 30-day cycle, non-Lifeline Subscribers will have 3 days to pay for the next 30-day cycle of service. If the Subscriber fails to pay, the account will be cancelled. Subscriber will lose the number and will need to apply for new service with a new mobile number.

Lifeline Subscribers who take service under any plan, except the 250 Minutes & 250 Text Messages Plan, and fail to pay for the next 30-day service cycle prior to the expiration of the current 30-day service cycle, will be converted to the 250 Minutes & 250 Text Messages Plan on the day following the end of the 30-day service cycle. However, Lifeline Subscribers will have the ability to revert back to their previous plan or select any other applicable plan at any time if they pay for such plan for another 30-day service cycle. Any minutes remaining under the 250 Minutes & 250 Text Messages Plan will not be carried over to the newly selected plan, whether or not the newly selected plan is the same as the one in place prior to the conversion to the 250 Minutes & 250 Text Messages Plan. Lifeline Subscribers to all plans except the 250 Minutes & 250 Text Messages Plan will continue to revert back to the 250 Minutes & 250 Text Messages Plan any time they fail to timely pay for the next 30-day service cycle. As set forth below Section E.5.k., if no usage appears on a Lifeline Subscriber's account during any continuous 60-day period, Company will promptly notify the Subscriber that the Subscriber is no longer eligible for the Company's Lifeline service subject to a 30-day grace period.

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5. **Deduction of Minutes:** Deduction of minutes for a completed call from a Subscriber'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.
6. **Promotions:** Company may offer promotional rates and services from time to time.

C. Termination or Suspension of Service

1. **Disputes:** If Subscriber is on any plan, no credits or adjustments of any kind will be given for calls not connected or for dropped calls. For additional information please see "Service Availability".
2. **Suspending Service:** Company will not suspend service if Subscriber's phone is lost, stolen, misplaced, or broken. The expiration date on Subscriber's account cannot be changed or extended for any reason.
3. **Unlimited Use Policy:** UNLIMITED USE DOES NOT MEAN UNREASONABLE USE. To ensure that all Subscribers have access to reliable services provided at a reasonable cost, Subscriber may not use service in a manner that interferes with another Company Subscriber's use of our service or that disproportionately impacts Company's

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resources. Company reserves the right, without notice or limitation, to terminate individual phone calls, or, after providing notice to Subscriber, offer Subscriber a different service plan with no unlimited usage components, or deny, terminate, end, modify, disconnect or suspend Subscriber's service, or decline to renew Subscriber's service, if Subscriber engages in any of the prohibited voice uses detailed below or if Company, in its sole discretion, determines action is necessary to protect the Company's operations from harm or degradation.

Examples of Prohibited Voice Uses: Company voice services are provided solely for live dialogue between, and initiated by, two individuals for personal use and as otherwise described in this policy. Company voice services may not be used for any commercial or other similar purposes including, but not limited to, (1) conference calling; (2) monitoring services; (3) data transmissions; (4) transmission of broadcasts; (5) transmission of recorded material; (6) interconnection to other networks; (7) telemarketing; (8) autodialed calls; (9) other commercial uses; or other connections that do not consist of uninterrupted live dialogue between two individuals. (N)

3. **Company's Right to Terminate Service:** Company has the right to monitor all usage on active accounts. Subscriber may not use services to make or transmit any unsolicited commercial voice calls, text messages, etc. Company reserves the right to restrict, suspend or terminate service to Subscriber's number, without notice and at the Company's sole discretion if the Company suspects fraudulent, illegal or abusive activity, if Subscriber fails to maintain an appropriate account balance for applicable charges, if Subscriber harasses Company employees and/or other Company Subscribers, or if Subscriber makes repeated and unjustified calls to Company's Customer Service.
4. **Cancellation Policy:** In order to cancel service, Subscriber must verify that Subscriber is the account holder and submit a request in writing by mail or by fax to 318.908.9996 or Subscribers may call Customer Service at 888.777.4007 to cancel service. Subscriber will not be entitled to any type of credit for the unused portion of the account balance if Subscriber decides to cancel service prior to the end of a 30 day service period.

D. Other Service Requirements

1. **Account Balance:** Airtime cannot be moved from one phone number to another phone number whether the number is associated with service provided by the Company or by some other wireless service provider. All airtime (airtime associated with a particular plan, as well as additional purchased minutes, text messages or other services) expires at the end of each 30-day cycle whether Subscriber uses the airtime or not. Additional airtime purchased separately is available for a 30-day period from the date of purchase.
2. **Release of Information:** Company may release information about Subscriber's account when Company believes release is appropriate to comply with the law (i.e. Lifeline

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databases, subpoena, court order, E911 information etc.). There will be no call histories released to Subscribers for any reason.

- 3 **PUK Codes:** Please contact our US based Customer Service at 888.777.4007 if the phone asks for a PUK code.
- 4 **Phone Codes:** If the phone is asking for ANY codes Subscriber is not aware of, Subscriber should not attempt to guess at applicable codes because the result may be that the Subscriber's phone is disabled. (N)
- 5 **Account Information:** Subscribers are responsible for protecting the security of their accounts. Company recommends that Subscriber not provide their four digit account security code to any other person in order to prevent other persons from making unauthorized changes to the account. Any person that is able to verify Subscriber's mobile number, and/or account information is considered to have been authorized by Subscriber to make changes to the account.
6. **Porting Policy:** Company offers number portability to its Subscribers at no charge. Company does not guarantee that number transfers to or from Company will be successful. If Subscriber requests to port a number out to another company, that is considered a request by Subscriber to Company to terminate all of the services associated with that number. Subscriber's remaining airtime will be forfeited and Subscriber will not receive a credit for the remaining balance. Company will not release Subscriber's wireless number to another carrier without proper verification. If Subscriber is attempting to change service providers, Subscriber will need to verify the four-digit pin as well as the ESN number in order to transfer an account.

E. Low Income Programs:

1. Company participates in the Lifeline low income assistance program to increase the availability of telecommunications services to all low-income consumers in its service areas.
2. **Lifeline** is a government assistance program supported by the Federal Universal Service Fund. Lifeline reduces all eligible Subscribers' monthly rates.
3. **Lifeline Eligibility Criteria:** Lifeline assistance is available to low income customers as follows: (T)
 - a. **Program-based eligibility.** A Subscriber is eligible for Lifeline if the Subscriber participates in one or more of the following programs:
 - i. MO HealthNet (f/k/a Medicaid)
 - ii. Supplemental Nutrition Assistance (Food Stamps)
 - iii. Supplemental Security Income (SSI)

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- iv. Low Income Home Energy Assistance Program (LIHEAP)
- v. Federal Public Housing Assistance (Section 8)
- vi. National School Free Lunch Program
- vii. Temporary Assistance to Needy Families (TANF)

- b. **Income-based eligibility.** Additionally, a Subscriber with total gross annual household income that does not exceed 135% of the federal poverty income guidelines may be eligible for Lifeline participation.

4. Lifeline Territory

Lifeline is available to all eligible residential Subscribers residing in the areas of Missouri where local wireline telecommunications service is provided by Southwestern Bell Telephone Company, L.P. d/b/a AT&T Missouri ("AT&T").

5. Lifeline Terms and Conditions

- a. Qualifying Subscribers can receive Lifeline assistance for a single telephone in the Subscriber's household, which is defined as any individual or group of individuals who are living together at the same address as one economic unit. (T)
- b. The named Subscriber must be a current participant in at least one of the low-income assistance programs identified in E.3 above.
- c. Lifeline is a non-transferable benefit, and Subscriber may not transfer the benefit to any other person.
- d. Eligible Lifeline Subscribers may choose to receive a standard handset at no charge capable of providing voice and texting services with a 30-day warranty. The handset may be a refurbished unit. The handset warranty is limited to manufacturer defects that interfere with making or receiving calls. Abuse or neglect on handsets voids the warranty. Company will not credit or accept returns of handsets that have obvious abuse. Company is not responsible for lost handsets. Subscribers may purchase a replacement handset if their handset is lost. An additional \$10.00 processing fee will be applied to the cost of the handset. Company will deactivate all handsets reported as stolen. Company does not provide an insurance option for handsets. Company Subscribers may receive one "free" handset at the time of activation. However, if a handset is defective and returned within the warranty period, the Subscriber may receive another "free" handset. After Subscriber's warranty period expires, additional handsets may be purchased and a \$10.00 processing fee will be assessed. (N)

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- e. Company will require each Subscriber to certify at time of service activation and at least annually thereafter that he or she is 18 years of age or older, receives Lifeline-supported service only from Company, and receives benefits under one of the qualifying programs or has household income that meets the state's income eligibility criteria. Company's Lifeline certification form will clearly inform Subscribers that they are subject to the penalties for perjury. The Lifeline credit will not be established until the Company has received proof of eligibility. If the Subscriber requests activation prior to the Company's receipt of proof of eligibility, the requested service will be provided without the Lifeline credit. The Company will de-enroll Subscribers who do not respond to the annual recertification within thirty (30) days. (T)
- f. Subscriber must activate the account by making an outbound call.
- g. If required by the FCC, for any subscriber who provides Company with a temporary address, Company will verify with the Subscriber as often as every ninety (90) days that this address remains valid. If the Subscriber fails to respond to the Company within thirty (30) days, Subscriber will be de-enrolled from the Lifeline program.
- h. Company will check the eligibility of low-income consumers seeking to enroll for Lifeline service either by accessing electronic eligibility databases, where available, or by reviewing documentation from the Subscriber demonstrating his/her eligibility for Lifeline Services at initial enrollment.
- i. Subscriber must notify Company within 30 days if for any reason the Subscriber no longer satisfies the criteria for receiving Lifeline or if Subscriber is receiving more than one Lifeline service or if another member of Subscriber's household is receiving a Lifeline benefit. Subscriber understands that failure to provide such notice may result in penalties.
- j. Toll restriction is provided on all eligible accounts at no charge.
- k. If no usage appears on a Lifeline Subscriber's account during any continuous 60-day period, Company will promptly notify the Subscriber that the Subscriber is no longer eligible for the Company's Lifeline services subject to a 30-day grace period. During the 30-day grace period, the Subscriber's account will remain active, and the Company will engage in outreach efforts to determine whether the Subscriber desires to remain on Company's Lifeline service. If the prepaid Subscriber's account does not show any Subscriber-specific activity during the grace period (such as making or receiving a voice call or purchasing additional minutes or services for the Subscriber's existing Lifeline account), Company will de-enroll Subscriber from Lifeline services. (T)

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- l. Subscribers participating in the Lifeline service must provide their new address to the Company within thirty (30) days of moving.
- m. Company will follow any established FCC and/or Missouri Public Service Commission (“MoPSC”) procedures to comply with the “one-per-Qualifying subscriber per household rule” for Lifeline support. Company will make available state-specific Subscriber data, including name and address, to the Universal Service Administrative Company (“USAC”) and to the MoPSC as required for the purpose of permitting USAC or the MoPSC to determine whether an existing Company Lifeline Subscriber or another person in the Subscriber’s household receives Lifeline service from another carrier. Should the Company receive a notification from USAC or the MoPSC that one of its Subscribers or another person in the Subscriber’s household already receives Lifeline service from another carrier and that the Company should de-enroll the Subscriber, the Company will de-enroll the Subscriber within five (5) business days of receiving such notice. (T)
- n. Company will: (1) provide its Lifeline Subscribers with 911 and E911 access regardless of activation status and availability of prepaid minutes; and (2) provide E911-compliant handsets to all of its Lifeline Subscribers; and (3) replace, at no charge to a Subscriber, any non-compliant handset of an existing Subscriber that obtains Lifeline-supported services with an E911-compliant handset.
- o. Company reserves the right to track its Lifeline Subscriber’s primary residential address and prohibit more than one supported Company service at each residential address unless Subscriber can demonstrate, consistent with FCC and/or USAC criteria, that Subscriber is part of a different household at the same address. Additionally, Company will maintain the Subscriber’s certification form, as well as records of how the Subscriber demonstrated eligibility and provide the documentation to the appropriate regulatory body upon request. (D)