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July 16, 2013

Luly E. Massaro, Clerk
Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: i-wireless, LLC

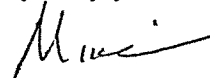
Dear Luly:

This office is local counsel to i-wireless, LLC, together with its regulatory counsel Lance J.M. Steinhart.

Enclosed for filing is a check in the amount of \$300, together with an original and three copies of the Statement of Business Operations of i-wireless, LLC. Please note that the Statement includes a proposed tariff.

Please docket this matter and contact me if you have any questions or need any further information.

Very truly yours,



Michael R. McElroy

MRMc:tmg
cc: Lance J.M. Steinhart, Esq.

RECEIVED
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PUBLIC UTILITIES COMMISSION

Lance J.M. Steinhart, P.C.
Attorneys At Law
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005

Also Admitted in New York
Email: lsteinhart@telecomcounsel.com

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

July 12, 2013

VIA OVERNIGHT DELIVERY

Ms. Luly Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Blvd.
Warwick, Rhode Island 02888
(401) 941-4500

Re: i-wireless, LLC; Statement of Business Operations

Dear Ms. Massaro:

Enclosed please find for filing an original and three (3) copies of i-wireless, LLC's Statement of Business Operations, including a proposed tariff, along with a check in the amount of \$300.00 payable to the State of Rhode Island for the filing fee.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,

Lance J.M. Steinhart,
Lance J.M. Steinhart *by MRMc*
Lance J.M. Steinhart, P.C.
Attorneys for i-wireless, LLC

Enclosures

cc: Nicki Wollenhaupt

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

TELECOMMUNICATIONS SERVICE SUPPLIER (CLASS VI)
REGISTRATION

FOR

I-WIRELESS, LLC

1. **Statement of Business Operations**

- a. What is the Registrant's corporate name, complete address, telephone/fax numbers, and e-mail address?

i-wireless, LLC
1 Levee Way, Suite 3104
Newport, Kentucky 41071
Telephone: 513-703-3093
Facsimile: (859) 261-6639
E-mail: lindsay.pedersen@iwirelesshome.com

- b. What is the Registrant's local Company name, complete address, telephone/fax numbers, and e-mail address?

Please see response to 1(a) above.

- c. What are the Registrant's business locations?

i-wireless, LLC
1 Levee Way, Suite 3104
Newport, Kentucky 41071
Web-site: www.iwirelesshome.com

- d. What is the Registrant's service agent?

InCorp Services, Inc.
222 Jefferson Blvd., Suite 200
Warwick, RI 02888
Telephone: (888) 603-3300

- e. Who is the Registrant's attorney of record, including complete address, telephone/fax numbers, and e-mail address?

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
1725 Windward Concourse, Suite 150
Alpharetta, Georgia 30005
Telephone: (770) 232-9200
Facsimile: (770) 232-9208
E-mail: lsteinhart@telecomcounsel.com

- f. Who are the Registrant's corporate officers and major stockholders or partners holding a ten percent or greater equity interest?

Officers

Paul McAleese
Kent Thexton

10% or Greater Shareholders

Genie Global, Inc.
The Kroger Co.

- g. Provide a general description of Registrant's operations:

Registrant is a provider of commercial mobile radio service ("CMRS") throughout the United States. Registrant has not been denied authority for any of the services for which it seeks authority in this Application. Registrant obtains from underlying carriers, such as Sprint, the network infrastructure and wireless transmission facilities to allow Registrant to provide prepaid wireless telecommunications services to end-users.

- h. Provide a description of Registrant's Customer Service Organization:

Registrant's customer service department may be contacted nationwide for questions, requests for service, complaints and trouble handling via a toll-free number, (866) 594-3644.

Office Hours- Excluding holidays, Customer Service Representatives are available during hours of operation: Monday – Friday 8am to midnight, Saturday 9am to midnight, and Sunday 10am to 7pm, Eastern Standard Time. However, customers may interact with the automated IVR 24/7.

Complaint Procedures- The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Rhode Island Public Utilities Commission for final determination.

- i. Who is the Registrant's Customer Service Contact, including complete address, telephone/fax numbers, and e-mail address?

John Willis
i-wireless, LLC
1 Levee Way, Suite 3104
Newport, Kentucky 41071
Telephone: 513-703-3093
Facsimile: (859) 261-6639
E-mail: john.willis@iwirelesshome.com

- j. Who is the Registrant's Regulatory Contact, including complete address, telephone/fax numbers, and e-mail address?

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
1725 Windward Concourse, Suite 150
Alpharetta, Georgia 30005
Telephone: (770) 232-9200
Facsimile: (770) 2362-9208
E-mail: lsteinhart@telecomcounsel.com

- k. What is the Registrant's Company web site URL, if applicable?

www.iwirelesshome.com

2. **Registrant's evidence of authorization from the Rhode Island Secretary of State is attached as Exhibit 1 hereto.**
3. **Registrant's Financial information is attached hereto as Exhibit 2.**
4. **Registrant's Proposed Tariff is attached hereto as Exhibit 3.**

LIST OF EXHIBITS

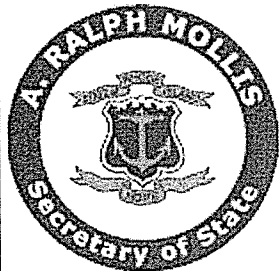
EXHIBIT 1 - AUTHORIZATION FROM SECRETARY OF STATE

EXHIBIT 2 - FINANCIALS

EXHIBIT 3 - PROPOSED TARIFF

EXHIBIT 1 - AUTHORIZATION FROM SECRETARY OF STATE

See Attached



**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040



Help with this form

***i - wireless, LLC* Summary Screen**

[Request a Certificate](#)

The exact name of the Foreign Limited Liability Company: i - wireless, LLC
The name that is used to transact business in RI: K - Wireless, LLC

The fictitious name of Access Wireless was filed on 6/25/2013 9:45:00 AM

Entity Type: Foreign Limited Liability Company

Identification Number: 000596901

Date of Registration in Rhode Island: 03/09/2011

The Foreign Limited Liability Company is organized under the laws of: State: NC Country: USA

The location of its principal office:

No. and Street: 1 LEVEE WAY, SUITE 3104
City or Town: NEWPORT State: KY Zip: 41071 Country: USA

The mailing address or specified office:

No. and Street: 1 LEVEE WAY, SUITE 3104
City or Town: NEWPORT State: KY Zip: 41071 Country: USA

Agent Resigned: N

Address Maintained: Y

The name and address of the Registered Agent:

No. and Street: 222 JEFFERSON BOULEVARD, SUITE 200
City or Town: WARWICK State: RI Zip: 02888
Name: INCorp SERVICES, INC.

The limited liability company is to be managed by its Members

The name and business address of each manager:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
-------	--	--

Purpose

PROVIDER OF TELECOMMUNICATION SERVICES

Select a type of filing from below to view this business entity filings:

- ALL FILINGS
- Amendment to Application for Registration
- Annual Report
- Annual Report - Amended
- Application for Registration

[Click Here](#) to access 2006 and 2007 annual reports filed and imaged prior to July 25, 2007. Identification Number is Required

[View Filings](#)

[New Search](#)

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State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:
March 09, 2011 1:04 PM

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

Secretary of State



Filing Fee: \$150.00

ID Number: _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

LIMITED LIABILITY COMPANY

APPLICATION FOR REGISTRATION

Pursuant to the provisions of Section 7-16-49 of the General Laws of Rhode Island, 1956, as amended, the undersigned foreign limited liability company hereby applies for a Certificate of Registration to transact business in the state of Rhode Island, and for that purpose submits the following statement:

1. The name of the limited liability company is:

i-wireless, LLC

2. The name, if different, under which it proposes to register and transact business in Rhode Island is:

K-Wireless, LLC

3. The limited liability company is organized under the laws of North Carolina

4. The date of its organization is September 7, 2006

5. The period of duration of the limited liability company is (if perpetual, so state) Perpetual

6. The address of the limited liability company's resident agent in Rhode Island is:

222 Jefferson Blvd, Suite 200 Warwick, RI 02888
(Street Address, not P.O. Box) (City/Town) (Zip Code)

and the name of the resident agent at such address is Corporation Service Company
(Name of Agent)

7. The secretary of state is appointed the agent of the foreign limited liability company for service of process if at any time there is no resident agent or if the resident agent cannot be found or served following the exercise of reasonable diligence.

8. The address of any office required to be maintained in the state or other jurisdiction under the laws of which the limited liability company is organized is:

327 Hillsborough Street, Raleigh, NC 27603

9. The mailing address for the limited liability company is:

1 Levee Way, Suite 3104, Newport, Kentucky 41071

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10. Management of the Limited Liability Company:

A. The limited liability company is to be managed by its members. *(If you have checked this box, go to item no. 11.)*

or

B. The limited liability company is to be managed by one (1) or more managers. *(If the limited liability company has managers at the time of the filing of these Articles of Organization, state the name and address of each manager.)*

<u>Manager</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

11. This application is accompanied by a certificate of good standing duly authenticated by the secretary of state or other authorized officer of the jurisdiction under which the foreign limited liability company was organized.

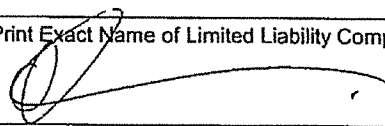
Under penalty of perjury, I declare and affirm that I have examined this Application for Registration, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: 02/11/2011

i-wireless, LLC

Print Exact Name of Limited Liability Company Making Application

X By



Signature of authorized person



NORTH CAROLINA

Department of The Secretary of State

CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

I-WIRELESS, LLC

is a limited liability company duly formed under the laws of the State of North Carolina, having been formed on the 7th day of September, 2006, with its period of duration being Perpetual.

I FURTHER certify that the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act; and that the said limited liability company has not filed articles of dissolution as of this date of this certificate.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 15th day of February, 2011.

Elaine F. Marshall

Secretary of State

EXHIBIT 2 - FINANCIALS

i-wireless is 50% owned by The Kroger Co., a publicly traded company.

The Kroger Co most recent SEC 10-Q may be viewed at:

http://www.sec.gov/Archives/edgar/data/56873/000110465912083205/a12-24485_110q.htm

EXHIBIT 3 - PROPOSED TARIFF

See Attached

TITLE SHEET

RHODE ISLAND
INFORMATIONAL PREPAID WIRELESS TELECOMMUNICATIONS SERVICE TARIFF
OF
I-WIRELESS, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Prepaid Wireless service by i-wireless, LLC ("i-wireless" or the "Company") furnished within the State of Rhode Island where the Company is designated as an eligible telecommunications carrier.

Notice: This tariff is for informational purposes only. The terms and conditions herein are subject to change.

Issued:

Issued By:

Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the prepaid wireless telecommunications services provided by i-wireless, LLC to customers within the state of Rhode Island where the Company is designated as an eligible telecommunications carrier. This tariff is on file with the Rhode Island Public Utilities Commission.

Issued:

Issued By:

Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

CHECK SHEET

The 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 bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
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22	Original		
23	Original		
24	Original		
25	Original		
26	Original		

* New or Revised Sheet

Issued:

Issued By:

Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

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Issued:

Issued By:

Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

TARIFF FORMAT

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

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

C. Paragraph Numbering Sequence: Each level of coding is subservient to its next higher level:

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets 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. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued:

Effective:

Issued By:

Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

SYMBOLS

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

- (C) To signify a change in regulation or text.
- (D) To signify a reduced rate.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (O) To signify an omission.
- (T) To signify a temporary rate and/or surcharge.

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Newport, Kentucky 41071

Effective:

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.

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.

Authorized User - Any person, firm, corporation, or other entity authorized by the Customer to use the Wireless Communications Service purchased by the Customer.

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.

Commission - Used throughout this tariff to mean the Rhode Island Public Utilities Commission.

Customer - The person, firm, or other legal entity which orders the prepaid wireless services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Issued:

Issued By:

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1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

Company - Used throughout this tariff to mean i-wireless, LLC ("i-wireless").

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.

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.

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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.

Spectrum - The entire range electromagnetic frequencies.

Subscriber - A cellular phone user.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

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

User - Customer and/or any Authorized User.

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 Communications Service ("Service") - A service which uses mobile radio technology to provide telecommunications services between wireless phones and conventional telephone systems or between two wireless phones. This service also is known as Commercial Mobile Radio Service ("CMRS") or Commercial Mobile Service ("CMS"), as defined in 47 U.S.C. §332(d)(1).

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Issued By:

Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

SECTION 2 - WIRELESS SERVICES

2.1 Terms and Conditions

2.1.1 General

The Terms and Conditions described herein govern the sale and delivery of wireless Lifeline and Link-Up services ("Service" or "Services") to eligible subscribers by i-wireless and any of its subsidiaries ("us," "we," "the Company") and is between the Customer (the purchaser or user of the Services) and the Company.

2.1.2 Application of Informational Tariff

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.

Issued:

Issued By:

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1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

2.1.4 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.

C. The Customer is required to reimburse the Company for loss, through theft, of equipment or apparatus furnished by the Company.

2.1.5 Maintenance and Repair

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

2.1.6 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.

Issued:

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Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

B. Such installations are subject to Company approval to erasure safety, reliability, and network integrity.

2.1.7 Equipment Arrangements

A. The Company's Lifeline service further described in Section 4 will provide eligible subscribers with a handheld phone. This equipment may be provided at no additional charge. Customers may not provide their own equipment.

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

1. A pre-activated handheld mobile phone that includes an AC charger.
2. The Company reserves the right to provide subscribers a refurbished handset.
3. 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.
4. Manufacture warranty periods apply to all handsets provided by Company.
5. Defective handsets will be repaired or replaced at the Company's option.
6. Customers are responsible only for the cost of returning defective handsets.

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Newport, Kentucky 41071

Effective:

2.1.8 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.

Issued:
Issued By:

Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

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 users consent.

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.

Issued:
Issued By:

Paul McAleese, CEO
1 Levee Way, Suite 3104
Newport, Kentucky 41071

Effective:

2.1.9 Advance Payment for Service

All services are prepaid and charges for service must be paid by the subscriber in advance.

2.1.10 Assigning and Changing of Telephone Numbers

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.

2.1.11 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.

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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.

2.2 Description of 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's control.

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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 and Link-Up qualified consumers who make a reasonable request at charges and under the terms and conditions contained in and throughout this tariff.

G. Lifeline and Link-Up qualified subscribers may purchase amounts of airtime on a prepaid basis as described in Section 2.2.2 of this tariff.

2.2.2 Additional Airtime

A. Additional Airtime is available as detailed in Section 5.2.

B. Any additional airtime purchased will be valid for 30 days, unless otherwise indicated at time of purchase.

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C. 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.

D. Airtime minutes do not have any cash value. The purchase of a Company airtime card is non-refundable.

2.2.3 Emergency Calls

A. There is no deduction of minutes for 911 emergency service calls.

B. Company 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, 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 Company handset in an emergency situation. In an emergency, locate the nearest landline phone and call for help. The Company takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.

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

2.2.4 Rates and Charges

A. Customers are responsible for paying all charges including, but not limited to 1) charges for optional Service features selected by the Customer; 2) directory assistance calls; 3) Service reconnection charges; 4) 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. The Company will automatically deduct applicable charges from the Customer's available minutes. 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.

Lifeline-qualified consumers will receive a discount which includes Federal and Company provided support detailed in Section 4.1 of this tariff.

B. All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except in Lifeline Plan Option 1.

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C. Directory Assistance - Customers may access Directory Assistance service from their handset. There is a charge for each call to directory assistance plus airtime charges for minutes used.

D. Roaming is an offering which allows users to complete calls on wireless networks other than their own carrier's. The Company does not offer roaming capabilities.

E. Reserved for future use.

F. The rates for the Company's Lifeline service plans are detailed in Section 5 of this tariff.

2.2.5 Customer Complaints

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

i-wireless, LLC
1 Levee Way, Suite 3104
Newport, Kentucky 41071
(866) 594-3644

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Rhode Island Public Utilities Commission
89 Jefferson Blvd.
Warwick, Rhode Island 02888

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Section 3 Promotional Offerings

3.1 General

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. 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.

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 Lifeline Program

4.1 General

(A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.

(B) Lifeline is supported by the federal universal service support mechanism.

(C) Federal support of nine dollars and twenty-five cents (\$9.25) is available for each Lifeline service and is passed through to the subscriber. An additional support of five dollars and seventy-five cents (\$5.75) is provided by the Company. The total monthly Lifeline credit available to an eligible customer is fifteen dollars (\$15.00).

(D) The Company does not charge for installing or changing Lifeline service

(E) Designated Services Available To Lifeline Customers:

- (1) Voice Grade Access to the Public Switched Network
- (2) Minutes of Use for Local Service
- (3) Access to Emergency Services
- (4) Toll Limitation Service at No Charge

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4.2 Regulations

(A) General

(1) One low income credit is available per household. The named subscriber must be a current recipient of any of the low income assistance programs identified below.

(2) A Lifeline customer may subscribe to any service offering available to other customers.

(3) Toll blocking is unnecessary, as the Company does not measure usage on a distance-sensitive basis and domestic long distance calls are included in the Company's service at no additional charge.

(4) The Federal Universal Service Charge will not be billed to Lifeline customers.

(5) Lifeline subscriber's service will not be disconnected for non-payment of regulated charges. If a customer does not pay for services, they will automatically be moved to the Company's free plan option, as described in Section 5.2 below.

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4.3 Eligibility

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

Supplemental Nutrition Assistance Program (SNAP)
Medicaid
Low Income Home Energy Assistance Program (LIHEAP)
Supplemental Security Income (SSI)
Temporary Assistance to Needy Families (TANF)
National Free School Lunch Program
Federal Public Housing Assistance/Section 8
General Public Assistance
Family Independence Program (FIP)
Rhode Island medical assistance program
Rhode Island Pharmaceutical Assistance to the Elderly

Income at or below 135% of Federal Poverty Guidelines

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

4.4 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services, unless the Company has access to such proof through a qualifying state or national eligibility database. Lifeline subscribers must sign a certification form.

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- (B) The Company will verify annually that each Lifeline customer continues to be eligible to receive Lifeline benefits. The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.
- (D) The Company utilizes a sixty (60) days non-usage policy.
 - (1) In the event that a Lifeline customer goes 60 days without any usage, independent of the service end date, the Company will promptly notify the customer that they are no longer eligible for Lifeline service subject to a 30-day grace period. During the 30-day grace period, the customer's account will remain active, but the Company will engage in outreach efforts to determine whether the customer desires to remain on the Company's Lifeline service. If the customer's account does not show any customer-specific activity during the grace period, the Company will promptly deactivate Lifeline services.

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SECTION 5 - RATES

5.1 General

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

- Voicemail
- Call Waiting
- Caller ID
- Calls to 911
- Calls to Customer Service

5.2 Lifeline Plans

Option 1 - Lifeline 250 Minutes Plan

250 Free Minutes Monthly
Text messages: 1 SMS text = 1 minute of usage

Cost: \$0.00

Option 2 - Lifeline Retail Discount Plan

Lifeline eligible customers may apply their Lifeline discount to any i-wireless monthly retail plan (excluding text only plans). Current retail monthly plans are listed at www.iwirelesshome.com

Additional Airtime:

Amount	Talk Minutes	Unlimited Text	Data	Picture Mail
\$10	150	10 days	100MB	25
\$25	300	30 days	.5G	50
\$50	Unlimited	30 days	1G	100

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