

**BEFORE THE
SOUTH DAKOTA PUBLIC SERVICE COMMISSION**

DISH Wireless L.L.C.)	
Petition for Designation as an Eligible)	
Telecommunications Carrier in the State of)	Docket No. TC23-006
South Dakota for the Limited Purpose of)	
Providing Lifeline Service to Qualifying)	
Customers)	
)	

Docket Number: TC23-006
Subject Matter: First Data Request
Request to: Dish Wireless L.L.C. dba Gen Mobile (Gen Mobile or Company)
Request from: South Dakota Public Utilities Commission Staff
Date of Request: January 5, 2024
Responses Due: March 21, 2024

DISH Wireless L.L.C. dba Gen Mobile (“DISH Wireless”, “Gen Mobile”, or “Company”) reserves the right to amend, revise, and/or supplement any of the original answers it provides hereunder should there be any relevant changes in circumstances.

- 1-1) Does Gen Mobile currently have any facilities in South Dakota? When does Gen Mobile plan to deploy its own facilities-based 5G network in South Dakota?

As of this filing, DISH Wireless does currently have its own facilities and they are deployed in the greater areas of Sioux Falls and Rapid City.

- 1-2) Explain how Gen Mobile’s facilities will be used in the transmission or routing of the services that are designated for support in accordance with 47 CFR 54.201 and Subpart B of this part within the service area.

The Gen Mobile brand will utilize a combination of DISH Wireless’ own facilities and resale of its partner carrier networks within the service area in accordance with 47 C.F.R. 54.201 and subpart B of this part. DISH Wireless’ facilities support voice and data transmission, as well as routing of the Lifeline services to be offered under the Gen Mobile brand name.

- 1-3) Refer to Exhibit 5. Although a link is provided, provide a copy of Form 10-K of Dish Network Corporation.

Attached as Exhibit A is the Form 10-K of EchoStar Corporation, which indirectly owns 100% of DISH Wireless, and the current applicable financials.

- 1-4) Explain how Company will comply with the minimum service standards imposed on ETCs designated for Lifeline under 47 C.F.R. 54.408. Will all of Gen Mobile's Lifeline plans offered in South Dakota meet these minimum service standards?

Yes, all of Gen Mobile's Lifeline plans offered in South Dakota will meet these minimum service standards as all Lifeline plans will have at least 1,000 voice minutes and 4.5GB of data. See 47 C.F.R. § 54.408 (b)(3) and 47 C.F.R. § 54.408(c)(2), as modified by the Federal Communications Commission. See *Lifeline and Link Up Reform and Modernization et. al.*, WC Docket No. 11-42 et al., Order, DA 21-1389, ¶ 1 (Nov. 5, 2021) (waiving the mobile broadband MSS from 18 GB per the formula in the rules to 4.5 GB through November 30, 2022); *Lifeline and Link Up Reform and Modernization et. al.*, WC Docket No. 11-42 et al., Order, DA 22-706, ¶ 1 (July 1, 2022) (extending the waiver for an additional year); *Lifeline and Link Up Reform and Modernization et. al.*, WC Docket No. 11-42 et al., Order, DA 23-589, ¶ 2 (July 7, 2023) (extending the waiver for an additional year).

- 1-5) Provide a description of the plans, including details and pricing, for non-Lifeline customers in South Dakota. Are all the Lifeline plans available to non-Lifeline subscribers without the Lifeline discount? Can a customer have the Lifeline discount applied to a more expensive plan?

Plan Display Name	Price	Talk	Text	Data Amount	Unlimited International Calling 100+ Destinations	Plan Type
\$10 Plan – 1GB Data	\$10.00	Unlimited	Unlimited	1GB	No	Prepaid
\$20 Plan – 3GB Data	\$20.00	Unlimited	Unlimited	4GB	Yes	Prepaid
\$30 Plan – 7GB Data	\$30.00	Unlimited	Unlimited	7GB	Yes	Prepaid
\$40 Plan – 16GB Data	\$40.00	Unlimited	Unlimited	16GB	Yes	Prepaid
\$50 Plan – Unlimited Data (35GB high-speed) (10GB Hotspot)	\$50.00	Unlimited	Unlimited	Unlimited (35GB high-speed) w/ 10GB Mobile Hotspot Included	Yes	Prepaid
\$60 Plan – Unlimited Data (35GB high-speed) (20GB Hotspot)	\$60.00	Unlimited	Unlimited	Unlimited (35GB high-speed) w/ 20GB Mobile Hotspot Included	Yes	Prepaid
Hotspot 1GB	\$10.00	N/A	N/A	1GB	N/A	Prepaid
Hotspot 3GB	\$20.00	N/A	N/A	3GB	N/A	Prepaid
Hotspot 6GB	\$30.00	N/A	N/A	6GB	N/A	Prepaid
Hotspot 13GB	\$40.00	N/A	N/A	13GB	N/A	Prepaid

No, Lifeline plans are only for qualified Lifeline customers. However, Lifeline customers have the option to apply the discount on any Gen Mobile plan.

- 1-6) Confirm the Lifeline plans provided on Exhibit 2 are a net cost of \$0.00 after the Lifeline discount. Page 17 of the Petition states that qualified South Dakota consumers will have the choice to apply their Lifeline discount to existing Gen Mobile plans. Provide the details and pricing of these other plans in the event they differ from those provided in Exhibit 2, including the net cost to consumers after the Lifeline discount. What requirements are there for a customer to be “qualified” in order to have the choice to apply their Lifeline discount to these other plans?

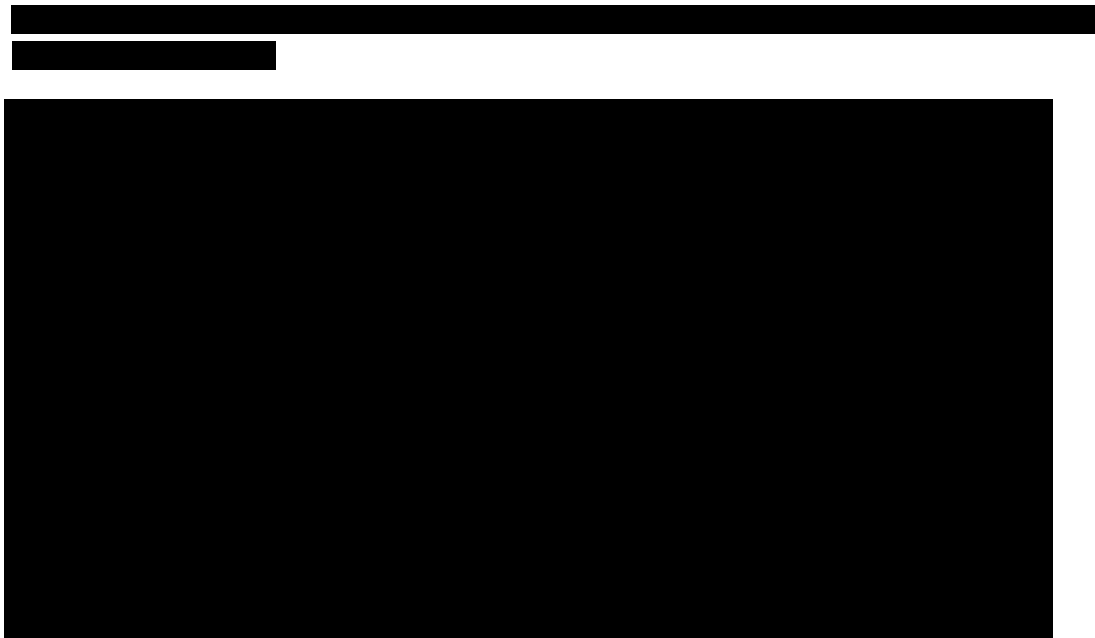
The Company confirms the Lifeline plans provided in Exhibit 2 have a net cost of \$0.00 after applying the applicable Lifeline discount(s).

Below is a table of Gen Mobile’s non-Lifeline plans that Lifeline customers can choose to apply their Lifeline discount toward.

Plan Cost (\$)	Plan Type	Remaining Amount Due after Lifeline Subsidy of \$9.25 (\$)
10	Unlimited Talk and Text and 1GB Data	0.75
20	Unlimited Talk and Text and 4GB Data	10.75
30	Unlimited Talk and Text and 7GB Data	20.75
40	Unlimited Talk and Text and 16GB Data	30.75
50	Unlimited Talk and Text (35GB high-speed) w/ 10GB Hotspot	40.75
60	Unlimited Talk and Text (35GB high-speed) w/ 10GB Hotspot	50.75

Once the customer submits an application and the National Verifier determines that the customer is eligible, the customer must inform Gen Mobile by contacting Customer Care they want to apply their Lifeline discount on a non-Lifeline plan. Lifeline-eligible customers who choose to apply their Lifeline discount to a non-Lifeline plan would need to pay the difference between the retail plan price for non-Lifeline customers and the Lifeline discount amount.

- 1-7) For each of Company’s Lifeline offerings in South Dakota, provide a breakdown of Gen Mobile’s fixed cost and variable cost to serve a single Lifeline subscriber.



- 1-8) Confirm that Company will not charge a number-portability fee on its Lifeline plans.

The Company confirms that it will not charge a number-portability fee on its Lifeline plans.

- 1-9) Provide Company's customer service phone number and explain how Gen Mobile handles consumer complaints. Confirm Company will agree to cooperate with the South Dakota Public Utilities Commission to resolve consumer complaints.

Company subscribers may either dial 611 from their Gen Mobile phone or call Customer Care at 833-528-1380. Subscribers may also contact Gen Mobile Care by chat and email via its website genmobile.com/contact-us.

Once consumer complaints have been received, Gen Mobile members will review, investigate, and prepare a response within an allotted or reasonable timeframe. During the review and investigation process, Gen Mobile team members will determine whether additional steps need to be taken in order to resolve the complaint or confirm that no additional steps need to be taken. DISH Wireless confirms that it will cooperate with the South Dakota Public Utilities Commission to resolve consumer complaints.

- 1-10) Are there any locations in Company's proposed service area that do not currently have a wireless Lifeline offering available to them? Are there any locations that do not have a prepaid wireless Lifeline offering available to them? Do AT&T Mobility LLC and/or T-Mobile USA, Inc. provide a postpaid and/or prepaid wireless Lifeline offering?

The Company cannot confirm whether there are locations in the Company's proposed service area that do not currently have a wireless Lifeline offering, including Lifeline prepaid, available to them from other carriers. DISH Wireless is not aware of whether AT&T Mobility LLC and/or T-Mobile USA, Inc. provides a postpaid and/or prepaid wireless Lifeline offering in South Dakota.

- 1-11) Provide the details and pricing (including handset costs) of any prepaid Lifeline offerings by the wireless providers currently serving Company's proposed service area. Provide the details and pricing (including handset costs) of any postpaid Lifeline offerings by the wireless providers currently serving GO MD's proposed service area.

DISH Wireless is only aware of one wireless carrier, Boomerang Wireless, LLC d/b/a enTouch Wireless, that offers Lifeline service in South Dakota.

Per its website, <https://entouchwireless.com/lifeline/>, enTouch Wireless provides Lifeline service to eligible applicants within a designated service area in South Dakota that is similar to the ETC service area requested by DISH Wireless. enTouch Wireless has a non-Tribal Lifeline plan that provides a FREE "Base Lifeline Plan". This Base Lifeline Plan comes with 300 texts, 300 minutes, and 4.5 GB of data. Under the enTouch Wireless' Lifeline program, the company provides a free cell phone.

GO MD USA's application for ETC designation is still in 'pending' status, and thus the Company is unable to confirm GO MD USA's proposed service area.

- 1-12) Will Company use Marketing Agents to enroll customers? If so, does Gen Mobile compensate Marketing Agents based on enrollments? What procedures does Company have in place to assure its Marketing Agents do not misuse beneficiary data?

The Company may use Marketing Agents to enroll customers in South Dakota. When Gen Mobile uses Marketing Agents, the Marketing Agents' employer, not the Company, compensates each Marketing Agent for services performed under the agreement. The compensation terms for the Marketing Agents are between the Marketing Agents and their employers. The employer, which is the contracting entity with Gen Mobile, is contractually obligated to comply with 47 C.F.R. § 54.406.

In addition, Company requires all Marketing Agents to complete training, acknowledge and agree to a compliance manual, and utilize the Quest App (the Quest App is a mobile enrollment application/software). The Quest App does not store any information or documents on devices that are used by Marketing Agents for customer enrollments. Marketing Agents are required to review and sign the "Integrity Pledge" every day they enroll customers. Additionally, Marketing Agents are subjected to background checks performed by their employers prior to enrolling customers. As part of the onboarding process, the identification of Marketing Agents is reviewed and verified by collecting a picture that is tied to

that specific Marketing Agent's account. The Quest App software live-captures and transmits proof of identity and does not retain copies in the camera roll of the device used to capture the photo.

- 1-13) Provide the "Terms and Conditions" for plans and enrollment. Are these "Terms and Conditions" provided to the potential customer prior to enrollment?

Attached as Exhibit B.

The Company's Terms and Conditions are also located on the Company's website at www.genmobile.com/pages/terms. Potential customers may freely access this webpage at their convenience.

Also, Lifeline disclaimers and disclosures are part of the application process and must be reviewed and agreed upon before customer enrolling.

- 1-14) Refer to page 15 and 16 of the Petition. Explain the back office real time review (RTR) process. How long does the RTR process take? Does Gen Mobile disclose to potential customers that their application will go through the RTR process prior to application? Page 16 of the Petition states the RTR process will review pictures of the sales agent and the customer by reviewing pictures of them in real time during the application process, does this require application to be made in person? Is this disclosed to the applicant? Page 16 of the Petition indicates Company has hired a third party company to provide RTR, what is the name of the third party company? Does the agreement with the third party company require the third party company to keep applicant information confidential?

Gen Mobile has a Real Time Review ("RTR") back office team that reviews each in-person application. The back office team verifies that the live picture of the agent taken at the time the application is submitted matches the agent profile picture in the Company's records. The back office team also verifies that the applicant was present and the live picture they captured during the application matches the identity verification document submitted as well as the DOB, address, and name of the applicant on the application.

Gen Mobile advises that the documents are under review when they are sent to RTR during the application process.

Applicants have the option to apply online, and the real time pictures are not part of the online self-certification application process. This is disclosed to the applicants. Gen Mobile has Lifeline disclaimers and disclosures to which applicants have access.

[REDACTED]

Yes, all third-party companies involved with Gen Mobile's Lifeline application process are required to keep applicant information confidential.

- 1-15) Provide calendar year 2022 financials for Gen Mobile, including a balance sheet, income statement, and statement of cash flows, audited if available.

Gen Mobile does not have its own financials. Financials related to the Gen Mobile brand are consolidated into DISH Wireless' financials, which are consolidated with EchoStar Corporation (see Exhibit A).

- 1-16) What jurisdictions does Gen Mobile provide services in that generate revenue outside of the Lifeline program? What was the breakdown of Lifeline revenue versus non-Lifeline revenue in 2022?

Gen Mobile provides services nationwide including in the District of Columbia and Puerto Rico that generate revenue outside of the Lifeline program. Regarding revenue breakdown, Gen Mobile was not an ETC in any jurisdiction and did not have any revenue from Lifeline in 2022. Please see below the consolidated statements of operations and compressive income from DISH Network's 2022 Form 10-K (in 2022, DISH Wireless' financials were consolidated with DISH Network's).

DISH NETWORK CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(Dollars in thousands, except per share amounts)

	For the Years Ended December 31,		
	2022	2021	2020
Revenue:			
Service revenue	\$ 16,005,620	\$ 16,890,729	\$ 14,846,024
Equipment sales and other revenue	673,787	990,377	647,411
Total revenue	16,679,407	17,881,106	15,493,435
Costs and Expenses (exclusive of depreciation):			
Cost of services	9,558,884	10,185,942	9,094,007
Cost of sales - equipment and other	1,812,191	1,552,341	939,721
Selling, general and administrative expenses	2,545,593	2,214,936	1,806,122
Impairment of long-lived assets (Note 2)	—	—	356,418
Depreciation and amortization	717,073	724,852	714,552
Total costs and expenses	14,633,741	14,678,071	12,910,820
Operating income (loss)	2,045,666	3,203,035	2,582,615
Other Income (Expense):			
Interest income	42,776	11,338	22,734
Interest expense, net of amounts capitalized	(22,781)	(16,174)	(12,974)
Other, net	1,038,982	20,557	(20,164)
Total other income (expense)	1,058,977	15,721	(10,404)
Income (loss) before income taxes	3,104,643	3,218,756	2,572,211
Income tax (provision) benefit, net	(731,736)	(762,810)	(698,275)
Net income (loss)	2,372,907	2,455,946	1,873,936
Less: Net income (loss) attributable to noncontrolling interests, net of tax	69,674	45,304	111,263
Net income (loss) attributable to DISH Network	\$ 2,303,233	\$ 2,410,642	\$ 1,762,673
Weighted-average common shares outstanding - Class A and B common stock:			
Basic	530,114	527,844	524,761
Diluted	637,290	636,063	584,360
Earnings per share - Class A and B common stock:			
Basic net income (loss) per share attributable to DISH Network	\$ 4.34	\$ 4.57	\$ 3.36
Diluted net income (loss) per share attributable to DISH Network	\$ 3.61	\$ 3.79	\$ 3.02
Comprehensive Income (Loss):			
Net income (loss)	\$ 2,372,907	\$ 2,455,946	\$ 1,873,936
Other comprehensive income (loss):			
Foreign currency translation adjustments	(4,160)	1,787	(827)
Unrealized holding gains (losses) on available-for-sale debt securities	191	(208)	(29)
Recognition of previously unrealized (gains) losses on available-for-sale securities included in net income (loss)	(7)	(13)	(62)
Deferred income tax (expense) benefit, net	666	(430)	81
Total other comprehensive income (loss), net of tax	(3,310)	1,136	(837)
Comprehensive income (loss)	2,369,597	2,457,082	1,873,099
Less: Comprehensive income (loss) attributable to noncontrolling interests, net of tax	69,674	45,304	111,263
Comprehensive income (loss) attributable to DISH Network	\$ 2,299,923	\$ 2,411,778	\$ 1,761,836

The accompanying notes are an integral part of these consolidated financial statements.

- 1-17) What is the cost for customers to purchase additional voice minutes and data? What percent of Company's current subscribers purchase additional voice minutes and/or data?

For Lifeline (Basic), there is a \$5 fee for 500 additional minutes. The Lifeline (Tribal) plan has unlimited minutes so customers do not need to purchase additional minutes. For Lifeline (Basic) and Lifeline Tribal) there is a \$10 fee for 1GB of additional data.

About 2% of the Company's subscribers purchase additional voice minutes and/or data.

1-18) Will Company also use the underlying wireless networks of Verizon on a wholesale basis?

No.

1-19) How many subscribers does Company currently have for its prepaid wireless Lifeline plan in its other jurisdictions? How many subscribers does Gen Mobile currently have for its prepaid wireless non-Lifeline plan in its other jurisdictions? How many of the Lifeline subscribers are Tribal Lifeline subscribers?

[REDACTED]

1-20) Does Company offer the rollover of voice minutes and/or data on its Lifeline and/or non-Lifeline plans?

No.

1-21) Provide coverage maps for AT&T Mobility LLC and T-Mobile USA, Inc. outlining their voice and internet connectivity. Will Company furnish its own coverage information and maps to potential customers or rely on maps and coverage information from the underlying carriers?

The Company will use the respective maps and coverage information of its underlying carriers' network. Coverage maps of South Dakota for AT&T and T-Mobile, available on their respective websites.

1-22) How does Gen Mobile determine which underlying mobile carrier will provide the voice and broadband services to its customers? Do Customers have the option to select the underlying mobile carrier?

Gen Mobile determines which underlying mobile carrier will provide the voice and broadband services based on the coverage, device compatibility, and customer preference.

1-23) Does Company plan to provide home internet or home telephone Lifeline services in South Dakota? Explain.

No.

1-24) How will Company verify a potential customer resides in a tribal area? Does the National Verifier confirm a potential customer resides in a tribal area?

The Company will rely on the National Verifier to verify potential customers that reside in Tribal areas.

- 1-25) Does Company utilize tribal/reservation government or other tribal/reservation administrative services to distribute phones to customers? Does Gen Mobile plan to enter into any agreements with a Tribe where Gen Mobile would receive compensation for serving tribal areas?

The Company does not currently utilize tribal/reservation government or other tribal/reservation administrative services to distribute phones to customers, but the Company may consider that as an option. If there is an opportunity for the Company to enter into agreements with a Tribe, the Company would be interested. As of this filing, the Company has contacted federally recognized Tribes in South Dakota by supplying the Tribes with our ETC application.

- 1-26) Provide a copy of all media sources used in the advertising of Company's services and charges, including point of sale materials, customer direct mail, customer brochures, and print media.

Materials are attached as Exhibit C.

- 1-27) Does Company pay any commission to salespersons or agents for the number of Lifeline customers that are signed up?

No. The Company pays its Distributors who use salespersons or Marketing Agents in compliance with 47 C.F.R. § 54.406(b). Distributors are contractually obligated to comply with this regulation when compensating their Marketing Agents.

- 1-28) List all reservations in Company's other jurisdictions where Gen Mobile services are currently offered and the number of customers they currently serve with Tribal Lifeline service on each reservation.

As of this filing, the Company does not have any Tribal Lifeline customers.

- 1-29) List the states in which Gen Mobile has ETC status to serve the entire state.

Subject to coverage limitations, Gen Mobile has ETC status in Alaska, Colorado, Hawaii, Idaho, Indiana, Iowa, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New York, North Dakota, Ohio, Oklahoma, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming and is authorized by the California Public Utilities Commission to provide California LifeLine service.

- 1-30) Does Gen Mobile anticipate geographic areas in South Dakota wherein customers may experience service issues due to inadequate coverage by the companies you have

contracted with or intend to contract with? If so, what is the process and procedure for handling customer service issues after signing the individual up for services? Also, do you intend to make potential customers aware of potential coverage issues prior to enrolling customer?

Although Gen Mobile may not fully anticipate every/all issues due to inadequate coverage, Gen Mobile's Terms and Conditions do advise customers that coverage is subject to variables outside of its control. Some of these issues include but are not limited to network problems, network or Internet congestion, software, signal strength, compatibility, structures, buildings, weather, geography, topography, and server speeds of the websites accessed. Gen Mobile coverage is limited to T-Mobile, AT&T, and DISH Wireless network coverage areas.

- 1-31) Does Company intend to have any storefronts in South Dakota? If so, provide the location of the planned storefronts.

The Company currently has seven (7) authorized retailers with storefronts in South Dakota. There are six (6) Sioux Falls locations and one (1) Belle Fourche location. Although Gen Mobile does not have any current expansion plans, it evaluates such business opportunities frequently.

- 1-32) Will Company provide a device to all new customers? Is there an additional charge for a device?

The Company will not provide a free device to new Lifeline customers. However, customers may bring their own devices or purchase a device from Gen Mobile or another device provider.

- 1-33) If the Company provides customers with a device, is the device new or refurbished?

If the customer buys a device, it may be new or refurbished depending on the inventory.

- 1-34) If refurbished, has Company had any quality issues with its refurbished handsets compared to new handsets? Confirm that Gen Mobile will not misrepresent refurbished phones as new phones in advertisements and when signing new customers up for service.

The Company has not had any quality issues with its refurbished handsets compared to new handsets. The Company further confirms that it will not misrepresent refurbished phones as new phones in advertisements and when signing new customers up for service.

- 1-35) Refer to page 12 of the Petition, what is the additional charge for prepaid customers to be able to receive an upgraded handset? What are the upgrade options?

Charges for devices vary and are dependent on the device make, model, and other features. As of this filing, Gen Mobile is offering the following devices for customer purchase:

1. Maxwest Neo Flip - \$59.00
2. Motorola Moto G7 Play - \$69.00
3. Maxwest Astro 63R - \$83.00
4. Motorola Moto G Power - \$109.00
5. iPhone 8 64GB (Pre-Owned) - \$129.00
6. iPhone 8 128GB (Pre-Owned) - \$169.00

- 1-36) Have the Tribes in South Dakota expressed interest in having Company serve them? Explain.

The Company is in the process of contacting the Tribes in South Dakota to determine if they are interested in having the Company offer Lifeline service to residents of their Tribal Lands.

- 1-37) Refer to page 3 of the Petition, Company indicates plans are available under the ACP's monthly \$30 subsidy for eligible consumers. How do ACP plans differ from the proposed Lifeline Plans in Exhibit 2?

The ACP is no longer accepting new enrollments and April 2024 will be the final month that full funding is available. Unless Congress approves additional funds for the ACP, the program will be terminated. If ACP re-commences, the Company may reconsider the terms of its ACP plan. However, as of March 2024, the Company's ACP offering included an unlimited talk and text plan with 7GB of data valued at \$30 per month. For Tribal subscribers, the Company offers an unlimited talk, text, data plan (40 GB of high-speed data plus 40 GB hotspot) valued at \$80 per month.

For Lifeline, the Company offers a \$9.25 Lifeline prepaid wireless plan, which provides 1,000 minutes, 1,000 texts, and 4.5 GB of data.

- 1-38) Can a customer be eligible for both an ACP subsidy and a Lifeline subsidy?

Customers may be eligible for both ACP and Lifeline subsidies, but the ACP subsidy is subject to program availability.

- 1-39) Does Dish Wireless/Gen Mobile currently provide wireless service under the ACP in South Dakota? Please explain.

Yes, Gen Mobile provides prepaid wireless service under the ACP in South Dakota. DISH Wireless is an authorized ACP service provider as granted by the FCC. However, as noted in response to question 1-37, the ACP will be discontinued if it does not receive additional funding.

- 1-40) Can customers discontinue service at any time? For any reason?

Gen Mobile's Terms and Conditions state that a customer may cancel their service at any time by contacting Gen Mobile. Customers may cancel for any reason, or no reason.

- 1-41) Refer to page 4 of the Petition. The Petition states "Gen Mobile pre-paid plans start as low as \$10 per month." Does this mean customer would pay out of pocket for the lowest Lifeline plan since Exhibit 2 indicates the Lifeline subsidy amount is \$9.25? Does Company inform customer of all out-of-pocket expenses prior to enrollment? Does the \$10 plan mentioned on page 4 provide additional plan offerings than the \$9.25 Lifeline plan offerings?

If a Lifeline customer chooses a Lifeline plan, they will pay \$0. However, if a Lifeline customer chooses a non-Lifeline plan, the customer will need to pay the difference between a non-Lifeline plan and the Lifeline discount (e.g., if a Lifeline customer chooses a non-Lifeline Gen Mobile plan for \$10, the customer will need to pay the difference after application of the Lifeline discount of \$0.75. See also response to question 1-6.

The Company does inform the customer of all out-of-pocket expenses.

- 1-42) Explain how Company meets ARSD 20:10:32:43.01(2). If Company does not meet this rule, is Gen Mobile seeking a waiver from this requirement?

ARSD 20:10:32:43.01(2) asks for ETC applicants to provide service within a reasonable time in the event a customer is experiencing network issues so long as those issues do not impose excessive or unreasonable costs on an ETC applicant. Gen Mobile does not seek to waive this requirement. Gen Mobile is committed to providing service throughout its proposed service area on a timely basis to all customers making a reasonable request for service where facilities are available subject to any future changes in the proposed designated service area and matters outside of the Company's control.

- 1-43) Refer to page 10 of the Petition. Gen Mobile commits to comply with any applicable two-year and five-year plan requirement, but claims Company is not required to file a five-year plan under 47 C.F.R 54.202(a)(1)(ii). Does Company intend to file a two-year plan pursuant to ARSD 20:10:32:43.02, or is Gen Mobile seeking a waiver of this rule?

Gen Mobile will seek a waiver of this rule. Gen Mobile is only seeking ETC designation to provide universal service support for low-income consumers under the Lifeline program and not high-cost support.

- 1-44) Refer to pages 10-11 of the Petition. What is cloud-native environment? Explain how a cloud-native environment is more flexible and resilient in the event of a service outage.

[REDACTED]

- 1-45) Does Gen Mobile have any control over its MVNO partner Networks? If not, how will Gen Mobile ensure the ability to remain functional in emergency situations?

Gen Mobile does not have any control over its MVNO partner networks. However, in a letter attached hereto as Exhibit D, our partner carriers state that there is a reasonable amount of backup power to ensure functionality without an external power source. The partner carriers are able to re-route traffic around damaged facilities and are capable of managing traffic spikes resulting from emergency situations.

- 1-46) Refer to pages 10 and 11 of the Petition. Explain how MVNO partner networks remain functional without an external power source. How long can a Company remain functional without an external power source? Explain how MVNO partner networks re-route traffic around damaged facilities. Explain how MVNO partner networks manage traffic spikes resulting from emergency situations.

It is DISH Wireless' understanding that its MVNO partner networks have a reasonable amount of backup power to ensure functionality without an external power source. They can re-route traffic around damaged facilities and are capable of managing traffic spikes resulting from emergency situations.

- 1-47) Explain how Gen Mobile complies with ARSD 20:10:32:43.05 in offering a local usage plan comparable to the one offered by the incumbent local exchange carrier in the service area in which Gen Mobile seeks designation.

For a qualified Lifeline subscriber, Gen Mobile offers a Lifeline plan in compliance with the federal minimum service standards outlined in 47 C.F.R. § 54.408. The Gen Mobile brand Lifeline plan will have a minimum 1,000 voice minutes and 1,000 texts and 4.5GB of data.

- 1-48) Explain how Gen Mobile's Petition complies with ARSD 20:10:32:43.06.

Gen Mobile is able to comply with the statute because the minutes included in the Gen Mobile-branded bundled plans, including Lifeline plans, allow subscribers to make domestic long-distance calls. There are no additional charges for these calls.

- 1-49) What mobile broadband speed will Lifeline plans provide in non-tribal areas?

Under the Lifeline plans, broadband speed will be 4G LTE or 5G. This will be subject to device compatibility and other factors outside of Gen Mobile's control including but not limited to network problems, network or internet congestion, weather, geography, topography, and server speeds of the websites accessed.

- 1-50) Will Company provide Lifeline Services in South Dakota if ACP funding is not available?

Yes, if ACP funding is not available Gen Mobile will provide Lifeline services in South Dakota once designated as an ETC. Gen Mobile will also have budget-friendly prepaid plans available for customers who do not or no longer qualify for Lifeline.

EXHIBIT A: FINANCIAL STATEMENT (LINK TO 10-K)

Form 10-K of EchoStar Corporation, which indirectly owns 100% of DISH Wireless,
<https://ir.echostar.com/static-files/c0c6367b-a6dc-455c-87c4-5d30a5127048>.

EXHIBIT B: TERMS AND CONDITIONS

Gen Mobile wishes to provide the Commission with its Terms and Conditions which can be found here: <https://www.genmobile.com/pages/terms>.

Limited Time Offer: Buy any 3 Month Plan and Save up to 20% PLUS \$39 Activation Fee
Waived Easy Pay Activate

[Plans +](#)[Phones +](#)[International Calling](#)[Coverage](#)[Help +](#)

Gen Mobile Terms and Conditions

[General](#) | [ACP](#) | [Lifeline](#) | [CA LifeLine](#)

GEN MOBILE TERMS & CONDITIONS

Version October 2023

Welcome to Gen Mobile and thank you for choosing Gen Mobile as your carrier! Please carefully read these terms and conditions (these "Terms & Conditions"), as they apply to all Gen Mobile devices (each a "Device"), services, and related products or features (collectively, the "Service" or "Services") that Gen Mobile may provide to you. If you have any questions or concerns, you can contact Gen Mobile Customer Care between 9AM Pacific Time and 5:30PM Pacific Time Monday through Friday by dialing 611 from your Gen Mobile network device or calling 1-833-528-1380. THESE TERMS & CONDITIONS INCLUDE A MANDATORY ARBITRATION PROVISION THAT DISALLOWS CLASS ACTIONS, A CLASS ACTION WAIVER PROVISION, AND A JURY WAIVER PROVISION. IT IS YOUR OBLIGATION TO READ THESE TERMS OF SERVICE, INCLUDING, WITHOUT LIMITATION, THE MANDATORY ARBITRATION PROVISION.

When we say "we", "us", "our" or "Gen Mobile", we mean DISH Wireless L.L.C. and when we say "you", "your", "customer" and "user", we mean a Gen Mobile account holder or anyone who uses our Devices or Services, including, without limitation, all beneficiaries of this Agreement.

1. **AGREEMENT.** These Terms & Conditions contain important information about your Service and constitute an agreement between you and Gen Mobile (the "Agreement"). The Agreement is comprised of several components, which may be amended or updated at any time and from time to time in Gen Mobile's sole and absolute discretion (effective immediately upon posting), including, without limitation: (a) these Terms & Conditions, (b) the Consumer Policies & Privacy Notice, (c) MyGenMobile App End User License Agreement, (d) the Auto Pay Authorization, (e) the International Long Distance Agreement, (f) the Global Unlimited Text Messaging, (g) the rate plan



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Agreement) accept this Agreement when you: (i) activate your Service, (ii) use Gen Mobile's Service, or (iii) pay for the Service.

BY ACTIVATING AND/OR USING THE SERVICE YOU AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS IN THE AGREEMENT, DO NOT INITIATE SERVICE OR USE THE SERVICES IN ANY WAY.



BY CLICKING "Pay Now," PRIOR TO PURCHASING A MOBILE DEVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THE LIMITATIONS ASSOCIATED WITH THE 911 AND E-911 SERVICES AND E-911 SERVICES AVAILABLE THROUGH GEN MOBILE. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE GEN MOBILE SERVICES.

You represent to Gen Mobile that you are at least eighteen (18) years old and legally able to enter into an agreement. If you are accepting on behalf of an organization, you represent to Gen Mobile that you are an authorized person capable of binding said organization. By activating and/or using the Service, you agree to every provision of this Agreement, whether or not you have read it. Please carefully read this Agreement in its entirety, including the MANDATORY ARBITRATION and the CLASS ACTION WAIVER provisions.

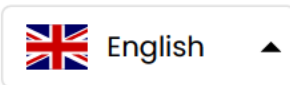
This Agreement makes up the complete Agreement between you and Gen Mobile and supersedes any and all prior and contemporaneous agreements, arrangements, representations, advertising, contracts, offers, statements, and understandings relating to the contents of this Agreement, whether oral or written, including, but not limited to, all previous versions of the Terms & Conditions. You cannot rely on any other documents or statements by any sales person, service representative, or other agent and you acknowledge and agree that you have not relied on any representation, assertion, contract, guarantee, warranty, or other assurance, stated or made by anyone except those set out in this Agreement.

You agree that all applicable laws and regulations governing Gen Mobile's Services are incorporated in their entirety by this reference and as if set forth specifically in this Agreement.

You also agree that you are subject to Gen Mobile's business policies, practices, and procedures, which Gen Mobile can change at any time and from time to time in Gen Mobile's sole and absolute discretion without notice (collectively, the "Business Policies").

2.  English  mobile offers nationwide wireless text, voice, and data services.
 or Rate Plan, network coverage, and Device and SIM type (5G or 4G LTE

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3. **DOMESTIC MINUTES AND MESSAGING.** Domestic airtime and other measured voice usage charges are calculated from when your Device first initiates contact with a network until the network connection is broken, whether or not the connection was successful (i.e. busy signals or unanswered calls). Call times are measured in whole minutes and rounded up to the nearest minute. All phone usage incurs charges, including directory assistance, inbound/outbound calls and messaging, international calls, and voicemail deposits/retrievals. On a call that crosses time periods with different pricing, minutes are charged based on the call start time. Gen Mobile may impose limits on the number of emails, texts, voicemails, or other messages that can be held in your account. Indicators of messages on your Device, including mailbox and text message icons, may not always provide an up-to-date indication of new messages and you may need to manually reset or clear your mailbox and text message indicators. Legitimate messages may be inadvertently interrupted by software aimed at the prevention of unsolicited messages you may have on your Device.
4. **INTERNATIONAL MINUTES.** International long distance services ("ILD Services") are provided by Elite Telecom, a third party provider. A list of unlimited destinations for ILD Services and the list of rates for international destinations can be found at [this page](#). Unlimited destinations are subject to change at any time without prior notice. There are no additional fees or surcharges associated with ILD Services, and ILD Services expire thirty (30) days after activation and/or recharge. To see additional terms and conditions in the ILD Consumer Agreement, go to [this page](#). For more information on international text messaging or Gen Mobile's Global Unlimited Text Messaging, please go [here](#). Gen Mobile offers free international toll limitation on plans that do not have ILD services.
5. **TEXTING AND PICTURE MESSAGING.** Text messages are limited to 160 characters per message, including spaces. Text and picture messages can be sent and received to domestic and certain international destinations. Premium text messaging, if available, may be subject to additional fees. All messages, including text and picture messages, are charged when sent or received, regardless of whether they are read or unsolicited. Regardless of who initiates the activity, Gen Mobile is not responsible for any of the data activity sent or received to your Device. For messages delivered to your Device in  English, you will be charged for each segment of the message received. If a message is delivered from your Device to multiple recipients, you will be

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charges, limit the amount of data transfer, or otherwise limit or terminate Services.

Memory limitations on your Device may prevent some data or content from being stored or properly displayed on your Device. Gen Mobile is not responsible for the failure to store data or content nor the deletion of such data or content. Picture and video messaging consume data and are only available on Devices programmed for such data.

6. **DATA SERVICES.** Your Device may not be able to access data, or you may be charged for data on a pay per use basis unless data Services are included in your Rate Plan. Gen Mobile provides data and messaging Services that may include features that can be used with data Services and wireless content and applications ("Data Services"). Data Services are based on the capabilities and capacity of each Device, and compatible data-enabled wireless Devices are required. Gen Mobile may measure and meter your usage of Data Services depending on your selected Rate Plan. For Data Services with a limit, when you near your data limit, Gen Mobile may send a text message or email to alert you that you are approaching your data limit maximum. Gen Mobile reserves the right at any time to alter the types of usage that are permissible for Data Services. Because the wireless data network capacity is limited, Data Services may only be used for permissible purposes in accordance with this Agreement. Data Services usage includes, but is not limited to, the actual data sent and received along with header packets, overhead, and may include other information sent in connection with a data session where Data Services is used. Usage of Data Services on other carriers' networks may not be available or may be limited. Charges and availability are based on the location of the cell site receiving and transmitting the Data Services. Your Data Services are intended for web browsing, messaging, taking pictures or video recordings, downloading and playing applications or software, and similar activities on your wireless Device. Data Services may also include, for example, multimedia streaming and video on demand services, as well as certain multimedia uploads, downloads and gaming services and applications. (Uploads are data sessions where the data is transferred from your Device to some other computer or wireless device, while downloads are data sessions where the data is transferred from some other computer or wireless device to your Device.) As between you and Gen Mobile, it is your responsibility to monitor the data use and other uses or access to your Device by children or minors. Data Services do not include any services or uses that violates or are prohibited under this Agreement, including without limitation, any rule or policy of Gen Mobile. You acknowledge and



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Data Services usage may vary depending on certain factors outside of

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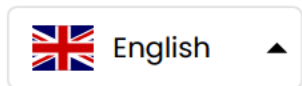
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congestion; the number of users served by your serving cell site; the screen size of your Device; the type(s) and amount(s) of compression used by the computers or Devices involved in the data session; and any error(s) that might occur in the data session. Gen Mobile may temporarily slow your speed at any time in the event our network is busy, you exceed your allotted Data Services, or your use is deemed unreasonable use and in violation of the Agreement. You may review and assess your Data Services usage during an applicable Service Cycle by checking your MyGenMobile App or calling Customer Care.

7. **DATA MEASUREMENTS AND RESTRICTIONS.** Actual data speeds may vary based on location and Device capability. Data Service usage is measured in megabytes (MB), not minutes. Usage rounding occurs at the top of each clock hour while in a session and at the end of each session and is then deducted from your account balance based on the terms of your Rate Plan. Data Service usage will be assessed for all data directed to the internet protocol address assigned to your Device, regardless of who initiates the activity or whether your Device actually receives the data. We may throttle Your Data Service after You exceed the data allotment of or as advertised in Your Rate Plan. Mobile hotspot, subject to availability, will draw from Your data allotment of or as advertised in Your Rate Plan.
8. **SERVICE CYCLE.** Each Service Cycle is set for thirty (30) days, and your account will expire if no new or recurring payment is made. You are not entitled to any refund for any portion of your Services that are not used during the Service Cycle, and Gen Mobile does not allow any unused Services to roll over.
9. **CHARGES AND PAYMENTS.** You are responsible for paying all charges for Services provided under this Agreement ("Service Charges"). The Rate Plan you select determines the Service Charges you must pay, plus any applicable fees, surcharges, and taxes. Not all offers may be available everywhere or combinable with other promotions/options. Service Charges include, but are not limited to, the following: (a) messaging charges; (b) airtime or voice call charges, as applicable; (c) data usage charges, as applicable; (d) international long-distance charges, as applicable; (e) activation charges, as applicable; (f) processing fees, as applicable; and (g) any charges or calls billed to your phone number. You are responsible for all Service Charges to your account, whether or



ser of the Device. You must pay all fees, surcharges, and taxes set by local governments. To determine fees, surcharges, and taxes, Gen

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not reflect the Service area associated with your telephone number, you may be assigned a default PSA. In addition, you agree to pay all regulatory administration fees, surcharges, and taxes, which may include, but are not limited to, Subscriber Line Charges, Regulatory Cost Recovery Fees, various administrative charges, gross receipts charges, processing fees, margin taxes, and charges for the costs Gen Mobile incurs in complying with governmental programs. Regulatory administration charges are not taxes and are not required by law. Gen Mobile sets these charges, and the amounts and what they include are subject to change. They are rates Gen Mobile chooses to collect from you and are kept by Gen Mobile in whole or in part. Gen Mobile determines the rate for these charges, and these amounts are subject to change, as are the components used to calculate these amounts. Changes to fees, surcharges, and taxes will become effective as provided by the taxing or regulatory authority and changes to regulatory administration charges shall be effective immediately.

You may authorize recurring payment for your Services through a credit or debit card or bank transfer authorization ("Auto Pay Authorization"), which authorizes Gen Mobile to charge all amounts you owe Gen Mobile up to five (5) days prior to the payment due date and to demand immediate payment from the card or debit issuer or bank. Unless required by law or as stated in Wallet Auto Pay (see below paragraph), Gen Mobile will not give any additional notice to you or obtain additional consent from you before charging for your Services to that credit or debit card. You must promptly notify Gen Mobile of any change in the credit or debit card or bank transfer authorization you desire to use for payment. If available, you may also make a payment by credit or debit card online via Gen Mobile's website, via phone through Customer Care, via MyGenMobile App, or via any authorized third party payment processing providers. An additional processing charge may be required, depending on the payment method you choose. If you pay with a check or another negotiable instrument that is returned unpaid by a financial institution for any reason (i.e. insufficient funds), Gen Mobile may charge an additional fee of up to the maximum amount permitted by law for each returned item. Gen Mobile reserves the right, in Gen Mobile's sole and absolute discretion, to require that you pay for your Services with cash, certified check, cashier's check, or money order. Gen Mobile also reserves the right to report any check returned to Gen Mobile to reporting and credit agencies and law enforcement.

If you add money into your Gen Mobile account wallet ("Wallet"), you agree that Gen Mobile may make payments or prepayments (e.g., Auto Pay) in any order to any amount you owe Gen Mobile pursuant to your consent. You will receive a notice prior to an Auto Pay



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required or prohibited by law. The administrative fee is a reasonable fee to manually process the refund and to issue and mail you a check of the remaining balance. If you are no longer a Gen Mobile customer and have less than \$5 in your Wallet, Gen Mobile will transfer the remaining balance into an equivalent service of which you will have 30 days to use. After such period, the balance will be exhausted and services expired.

0. **ACTIVATION FEE.** A one-time activation fee of \$39 will be charged to all new or transferred accounts.

11. **7-DAY MONEY BACK GUARANTEE FOR ONLINE PURCHASES.** Gen Mobile provides a 7-Day Money Back Guarantee for mobile Devices and/or Rate Plan purchases made through the Gen Mobile website at www.genmobile.com. Purchases made from authorized retailers or distributors do not qualify for this guarantee. The 7-Day Money Back Guarantee allows you to try mobile Devices purchased from Gen Mobile's website and Gen Mobile's Rate Plan for seven (7) calendar days, and, if you are not satisfied with it, you may ask for a full or partial refund in the original form of payment. A mobile Device purchased with a Rate Plan may be (a) kept with any unused Rate Plan refunded, or (2) returned to Gen Mobile with any unused Rate Plan refunded. Any returned mobile Device will be subject to Gen Mobile's Limited Warranty and Return Policy, Return Merchandise Authorization ("RMA"), and any applicable provisions herein. To request your refund under the 7-Day Money Back Guarantee, please call Customer Care at (833) 528-1380 during regular business hours and within seven (7) calendar days of activating the services of the Rate Plan to open your RMA ticket for your Rate Plan or mobile Device, if applicable. When calling Customer Care, please make sure you have the following information: order number, phone number, and ESN/IMEI number, if applicable. Please allow up to thirty (30) to forty-five (45) business days from the date of your RMA ticket to process your refund. Refunds for the bring your own device ("BYOD") SIM kit will be processed upon receipt by Gen Mobile. The completion of your refund may be dependent on the policies of your bank or credit card company. Gen Mobile may deny your refund if it believes, in its sole discretion, that there is abuse or fraud or any violation of the Agreement, including without limitation, these Terms & Conditions, by you.

2. **SERVICE USAGE LIMITS AND ADD-ONS; FREE BLOCKING OF 900/976 NUMBERS.** Some Rate Plans have a limited number of minutes and/or data. Services expire at the end of the month when any applicable Service limits are reached, whichever comes first. The allotted Service limits for minutes and/or data during your Service



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(30) days if you successfully make a recurring payment for the next Service Cycle. If You have an active Rate Plan with Gen Mobile, Gen Mobile blocks for free 900/976 numbers or information services and will provide a one-time free billing adjustments for 900/976 numbers or information services related to charges inadvertently or mistakenly incurred, or without authorization.

3. **15-DAY TEXT FREEBIE; ACCOUNT DEACTIVATION.** When your Rate Plan terminates, your account will automatically enter into the 15-Day Text Freebie period. During the 15-Day Text Freebie period, you will be able to send text messages only (voice and data Services will not be available). If the 15-Day Text Freebie period ends and you do not pay for a new Service Cycle, your account will become inactive. If your account is inactive, you will not be able to use your wireless Device for any purpose except to call 911 for emergency services and to Customer Care. Fifteen (15) days after your account becomes inactive, your account will be deactivated, and you will lose your phone number. You must contact Customer Care before account deactivation occurs if you do not want to lose your phone number, and activation fees may apply. The 15-Day Text Freebie is only available for individual SMS texts only (no MMS, including images, videos, and group messages).
4. **BILLING DISPUTES.** You can only dispute your charges within sixty (60) days of being charged. Unless otherwise provided by law or if you are disputing charges because your Device was lost or stolen, you are still required to pay all charges until the Billing Dispute is resolved. If you dispute any charges, you must notify Gen Mobile in writing at the address set forth in Section 41 Notices within sixty (60) of days of the charge, or else you will have waived your right to dispute the charge. If you accept any credit, refund, or other compensation or benefit to resolve a disputed charge, you agree the Billing Dispute is fully and finally resolved, and such credit shall act as a full accord and satisfaction. ALL AMOUNTS PAID FOR SERVICE CHARGES ALREADY RECEIVED ARE NON-REFUNDABLE.
5. **CANCELLATION OF SERVICE.** You may cancel your Service at any time by contacting Gen Mobile. However, no refunds are allowed nor will any refunds be provided to you for any cancellation of Services.
6. **USE OF SERVICE** Gen Mobile's Rate Plans and Services are intended for reasonable use.



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he Services in strict accordance with the Agreement, including,

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DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, VENDORS, SUPPLIERS, AND LICENSORS FROM ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, USE OF YOUR DEVICE OR SERVICE, YOUR ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, ANY VIOLATION BY YOU OF THE TERMS & CONDITIONS OF THIS AGREEMENT, THE POLICIES, OR OF ANY APPLICABLE STATUTES, ORDINANCES, LAWS OR REGULATIONS OF ANY LOCAL, STATE, OR FEDERAL AUTHORITY, FOR YOUR USE OF THE DEVICE OR SERVICE AND ANY INFORMATION YOU SUBMIT, POST, TRANSMIT, OR MAKE AVAILABLE VIA THE SERVICE, FAILING TO PROVIDE APPROPRIATE NOTICES REGARDING LOCATION-SENSITIVE SERVICES, OR FAILURE TO SAFEGUARD YOUR PASSWORDS, OR BACKUP SECURITY QUESTION TO YOUR PASSWORD OR ANY OTHER ACCOUNT INFORMATION.

Gen Mobile reserves the right to limit, suspend, or terminate your Service at any time and for any reason in its sole and absolute discretion.

You agree you will not misuse the Service in any way, including but not limited to, the following actions: (a) accessing or attempting to access without authority the accounts, Devices, or information of others, or penetrating or attempting to penetrate Gen Mobile's or another entity's network or systems; (b) engaging in abusive or unsolicited communications; (c) engaging in any automated voice or data communications for commercial purposes, or other mass reselling or rebilling of the Services or Devices; (d) running software or other devices that maintain continuously active internet connections when a computer connection would otherwise be idle; (e) "spamming"; (f) telemarketing; (g) using the Service to engage in any unlawful activity; (h) using the Service as a continuous connection or dedicated private line; (i) using the Service in a way that adversely affects Gen Mobile's business, customers, network, Service or any other persons; (j) using the Service in a way that interferes with Gen Mobile's operations, reputation, or ability to provide services; (k) using the Service to establish or provide a commercial or private dispatch service; (l) using the Service in connection with host computer applications or server Devices, including automated or continuous Devices or applications that could disrupt user groups or email use by others, or other applications harmful to network capacity or functionality; (m) assisting anyone else in any of the foregoing activities, whether knowingly or unknowingly; (n) modify any software included in any Device(s); (o) utilize any Device(s) as a modem for computers or other equipment (or otherwise tether such Device to any such computers or other equipment), unless Gen Mobile identifies the Rate Plan and/or Device as not intended for that purpose; (p) violate or infringe any copyright, trade secret or right of privacy or publicity or any other personal or

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software routines, or hardware components designed to: (1) disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (2) cause any of the foregoing with the passage of time; or (3) place a program or hardware under the positive control of a person other than an owner or licensee of the program or hardware; or (r) will not send or attempt to send any message(s) that include any spamming, mail-bombing, spoofing, or any fraudulent, illegal or unauthorized use. Any action or activity in Violation of this Section can result in suspension or termination of your Gen Mobile Services.

You agree that any violation of this section harms Gen Mobile, and that harm cannot be fully remedied by monetary damages. You agree that Gen Mobile is entitled to immediate injunctive relief in addition to all other remedies available, if any violation of this section occurs. You further agree that Gen Mobile is not responsible for any advice, applications, opinions, statements, or other information provided by third parties and obtained through Gen Mobile's Services, including the internet. You are responsible for any use of the Services through any Device on your account including, but not limited to, use by minors. You acknowledge that the Services are provided through the nationwide wireless network of an underlying service provider and your use of Services may be subject to its terms and conditions.

7. GEN MOBILE'S RIGHTS ON SERVICE. Gen Mobile may at any time in its sole and absolute discretion discontinue providing Service to you; change your Rate Plan or the Services provided; reduce the speed of any Service provided, cap, or restrict the amount of use of any Service; discontinue or suspend your account; or discontinue or limit providing connections to particular telephone numbers, features, providers, Services, or types of Services used, requested, or called by you or allow the provision of certain Services or Services in certain areas, at certain times or speeds that, in the sole discretion and judgment of Gen Mobile, appear likely to generate abnormally or unreasonably high call volumes, abnormally or unreasonably long average call lengths, calls with abnormally or unreasonably high costs, abnormally or unreasonably high use, or other disproportionate use in comparison to those of other customers of Gen Mobile, numbers or types of Services which may be disruptive, harmful, or interfere with Gen Mobile's system or services to other customers. Gen Mobile may, but is not required to, provide notice to you before taking any of the foregoing actions. By activating and using any



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, you enter into this Agreement and acknowledge and agree to Gen Mobile's right to modify or terminate your Service under these circumstances. Gen

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Services for unsolicited commercial activity or unsolicited advertising. Gen Mobile has the sole discretion to limit, modify, suspend, or terminate accounts without notice to anyone using Gen Mobile Services in any prohibited manner or otherwise in violation of the Agreement or these Terms and Conditions.

8. **NETWORK MANAGEMENT BY GEN MOBILE.** Gen Mobile reserves the right to help manage the network in the way that best enables Gen Mobile to maintain Service for Gen Mobile's customers and minimizes capacity and degradation in the network. Should Gen Mobile's ability to provide Service to Gen Mobile's customers be disrupted when you place an abnormally or unreasonably high number of calls, repeatedly place calls which result in abnormally or unreasonably long call lengths, repeatedly place calls with abnormally or unreasonably high costs, high or disproportionate use, or otherwise use Gen Mobile's Services or the network in excess of the normal or expected amount of use, Gen Mobile reserves the right to block or discontinue Service to certain categories of service, customers, or telephone numbers; to terminate calls or services as described above; to reduce the speed Services are provided; and/or to restrict the amount of an account's usage.
9. **PHONE NUMBER.** Gen Mobile will assign a phone number to your Device for your exclusive, non-commercial use, but you will not own nor have any rights to the phone number, except for the right to port the phone number to another carrier. Gen Mobile can change, eliminate, or reassign any phone number by giving you notice. If your account is deactivated or terminated for any reason, Gen Mobile can reassign the phone number without giving you any notice. You may not assign the phone number to any other Device, equipment, or other party without Gen Mobile's prior consent. If you assign the phone number without Gen Mobile's approval, Gen Mobile reserves the right to terminate your Service. You can request a phone number change up to two (2) times at no cost. Thereafter, additional number changes will be \$10 per change. You may be able to port your phone number to another carrier. If you port a phone number from Gen Mobile, Gen Mobile will treat it as though you are canceling your Service for that phone number. After the porting is completed, you will not be able to use Gen Mobile's Service for that phone number, but you will remain responsible for any and all fees and charges through the end of that Service Cycle. If you port a phone number to Gen Mobile, please be aware that Gen Mobile may not be able to provide some Services right away, such as
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- Gen Mobile may charge you a fee to reimburse for the costs incurred to meet the equipment, infrastructure, and technology requirements necessary

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0. **MONITORING OF CALLS.** In order to ensure the quality of Gen Mobile's Services and for other lawful purposes, Gen Mobile may monitor or record any calls that you make to Gen Mobile or that Gen Mobile makes to you, such as calls with Customer Care.
1. **ABUSE OF UNLIMITED RATE PLAN.** For any Rate Plan that includes unlimited features, "unlimited" does not mean unreasonable use. Gen Mobile's unlimited voice features are provided solely for dialogue between two individuals and for non-commercial use. Other uses that disproportionately impacts the network capacities are considered to be unreasonable. Unreasonable voice use includes, but is not limited to, the following: autodialed calls, monitoring services, transmission of broadcasts, telemarketing, call center services, an abnormally high number of conference calling, calls, or messages, and/or calls of abnormally long duration. Gen Mobile's unlimited data or messaging features are provided solely for purposes of email access, non-commercial messaging, non-continuous streaming of data (e.g., downloading files), and web browsing. While most common uses are permitted by Gen Mobile's data and messaging features, there are certain uses that cause extreme network capacity issues and are therefore prohibited and in violation with these Terms & Conditions. Gen Mobile's data and messaging services may not be used: (a) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (b) to generate excessive amounts of internet traffic through the continuous, unattended streaming, downloading, or uploading of photos, videos or other files; (c) to maintain continuous active network connections to the internet such as via a web camera or automated machine-to-machine connection or peer-to-peer file sharing; (d) to operate hosting services; (e) to facilitate or transmit any unsolicited or unauthorized advertising, promotional materials, "spam," unsolicited commercial or bulk email or messaging; (f) for activities adversely impacting the ability of other people or systems to use either Gen Mobile's wireless services or other parties' internet-based resources, including, but not limited to, "denial of service" attacks against another network hosts or individual users; (g) as a dedicated data connection; (h) for abnormally or unreasonably long data transmissions; or (i) for any other reason that, in Gen Mobile's sole discretion, violates Gen Mobile's policy of providing "unlimited" Services for non-commercial use.

2. **COVERAGE LIMITATIONS; NO ROAMING.** Wireless Services are limited to the operating and spectrum of the nationwide network in your service area. Gen Mobile's roaming coverage and is subject to change from time to time,



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of such coverage. Not all Services may be available or work the same when roaming. While roaming, separate charges and/or limits for your Services may apply. Any coverage map made available to you when you activated Service only represents an approximation of Gen Mobile's anticipated wireless coverage and is subject to change without notice. Gen Mobile does not guarantee availability of the wireless network coverage, and Services may be subject to Device and compatibility limitations. Many factors beyond Gen Mobile's control (such as network problems, network or internet congestion, software, signal strength, the Mobile Device, structures, buildings, weather, geography, topography, server speeds of the websites accessed, etc.) affect your ability to make and receive calls on your wireless Device, the quality of those calls, and the speed of your Service. As a result, sometimes Service, including calls or attempted calls to emergency services like 911, may be interrupted, may fail or result in dropped or blocked connections, become unavailable, service speeds are slow, or call quality at times may be poor. When you are outside of Gen Mobile's coverage area, access will be limited to data and applications previously downloaded to your Device, and not all Services may work. You agree that Gen Mobile is not liable for Service interruptions or problems caused by those factors beyond Gen Mobile's control. Gen Mobile's Services and Rate Plans are designed for your use within Gen Mobile's coverage area and on the networks.

3. **LOCATION-BASED SERVICES OR GPS.** Gen Mobile may collect location information about your Device in relation to the underlying network's cell towers and the GPS and use that information to provide you with Services and to maintain and improve the wireless network. Your Device may have the capability of using optional content offered by Gen Mobile or third parties that uses your Device's location. You are subject to the Terms & Conditions and other policies for those location-based services and should review those policies to learn how your location information will be used. If you choose to use location-based services, you agree that Gen Mobile may use the location information transmitted from your wireless Device to improve Gen Mobile's location services, and you authorize Gen Mobile to send targeted, location-based information to your mobile Device, and to use or provide third parties with your location information in anonymized, aggregate form. Your wireless Device may require you to affirmatively choose to use location-based services, or you may choose to use location-based services.

Coverage of Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals and the network coverage. Unlike

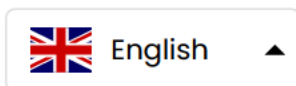
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particular public safety organization, nor is Gen Mobile responsible for the acts or omissions of those parties. E911 service, where enabled by local emergency authorities, uses GPS technology to provide location information. However, E911 does not always provide accurate location information.

4. MOBILE CONTENT AND THIRD PARTY APPLICATIONS. Certain content and applications available through your wireless Device are provided by third parties. Before you use or download any content or applications provided by a third party, you should review its terms & conditions and any other applicable policies. Any personal information you submit via third party content and/or applications may be collected or used by the third party provider. Gen Mobile is not responsible for third party content and/or applications, including delay, download, failure, installation, interruption, transmission or use, or any content or website you may be able to access through the content and/or applications. When you download, install, or use any content and/or applications sold by a third party, you may be subject to license terms between you and the third party. When you use, install, display, run, or listen to content and/or applications purchased from Gen Mobile, the content and applications are licensed to you by Gen Mobile and may be subject to additional license terms between you and the creator/owner of the content and/or application. You understand and agree that the content and applications are protected by law and are solely for your personal, non-commercial use. You understand and agree that all rights not expressly granted herein are reserved by the applicable content owner.

5. DEVICES. Any Device or equipment that you use in connection with Gen Mobile's Services must, in Gen Mobile's sole discretion, be compatible with, and not interfere with, Gen Mobile's Services and the network, and must comply with all applicable laws, rules, and regulations. Gen Mobile may periodically program your Device remotely or over-the-air ("OTA") for features that cannot be changed manually. Gen Mobile assumes no responsibility for the condition or repair of any Device or equipment that you provide. You agree you will not use Gen Mobile phones with any non-Gen Mobile Services or on any other network and not in violation with these Terms & Conditions and/or any laws or regulations.

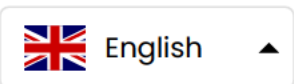
6. DEVICE COMPATIBILITY. Gen Mobile's Services will work with wireless Devices compatible with Gen Mobile's Services. Not all Services are available with all wireless Devices or on all networks. You agree you will use Gen Mobile's Services on the network designated by Gen Mobile. You are aware that Gen Mobile may change your wireless Device's



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Device on their networks. Some features are only available on Gen Mobile Devices. Gen Mobile is not responsible for any information, including personal and/or sensitive information, on your Device. If possible, you should remove or otherwise safeguard any personal and/or sensitive information when your Device is out of your control or possession. If you submit your Device to Gen Mobile, you agree that its employees, contractors or vendors may access the information on your Device.

7. **LOST/STOLEN DEVICES.** You are responsible for all risk of loss, damage, destruction, or theft of your Device. Call Customer Care immediately if your Device is lost or stolen because you are responsible for usage charges before you notify Gen Mobile of the alleged loss. Once you notify Customer Care, Gen Mobile will suspend your Service. Gen Mobile will not credit or refund any account balance if you choose to terminate Services as a result of loss or theft of your Device. You agree to cooperate with Gen Mobile in investigating suspected fraudulent or unlawful use.
8. **EQUIPMENT LIMITED WARRANTY AND RETURN POLICY.** Gen Mobile offers a limited warranty against out-of-box defects for all Gen Mobile equipment such as mobile Device. Gen Mobile does not cover any water and/or physical damage caused by you or any normal wear-and-tear, cosmetic, or aging damage to the equipment while in your possession. If you purchased your Gen Mobile equipment directly from www.genmobile.com, you have thirty (30) days from the delivery date of your Gen Mobile equipment to return it to Gen Mobile for an exchange or repair. If you purchased your Gen Mobile equipment from an authorized retailer or distributor, you have fifteen (15) days from the delivery date of your equipment to return it to Gen Mobile for an exchange or repair. Gen Mobile reserves the right to exchange or replace the returned Gen Mobile equipment with the same or similar model of equal value based on availability. Please follow the RMA process stated herein these policies. Any unused Rate Plan will be credited upon shipment of the replacement or repaired equipment. Refunds are not allowed for Gen Mobile equipment purchased from an authorized retailer or distributor. Please check with the authorized retailer or dealer to see its refund policies. Non-Gen Mobile equipment are not eligible for any repairs, exchanges, or refunds from Gen Mobile, and you should review any applicable return policies from the retailer where you purchased your non-Gen Mobile equipment.

9.  **DISC AUTHORIZATION PROCESS.** You must call Customer Care at (833) [REDACTED] a RMA ticket to return your Gen Mobile equipment. Within seven (7)

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identification numbers, and account information must be removed from the equipment before returning back to Gen Mobile. Any equipment that is locked will be denied and returned to you at your expense. You are responsible for the shipping cost to return the Gen Mobile equipment, and you must follow the Customer Care instructions on how to ship the equipment to: Gen Mobile, c/o RMA Team, RMA # _____, P.O. Box 1187, Gardena, CA 90249. Gen Mobile is not responsible for any lost or mishandled packages. If the equipment is covered under the limited warranty, Gen Mobile reserves the right to exchange the equipment with a similar model of equal value, if the same model is not available. Gen Mobile will provide a thirty (30) day warranty on the exchanged or repaired equipment. Any unused Services will be credited upon shipment of the replacement or repaired equipment.

0. **DISCLAIMER OF FURTHER EQUIPMENT WARRANTY.** WITH THE EXCEPTION OF THE EQUIPMENT LIMITED WARRANTY AND RETURN POLICY STATE ABOVE, STATEMENTS BY GEN MOBILE OR ITS EMPLOYEES AND AGENTS REGARDING THE DEVICES OR RELATED ACCESSORY EQUIPMENT SHOULD NOT BE INTERPRETED AS A FURTHER WARRANTY BY GEN MOBILE OR THE MANUFACTURER. GEN MOBILE MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, ABOUT YOUR DEVICES OR ANY RELATED ACCESSORY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT DEPRIVE YOU OF ANY RIGHTS YOU MAY HAVE AVAILABLE TO YOU AGAINST THE MANUFACTURER. WITHOUT LIMITATION, GEN MOBILE SHALL NOT BE LIABLE TO YOU IN CONNECTION WITH: (a) THE WARRANTY PROVIDED BY THE MANUFACTURER, (b) ANY ACTIONS OR OMISSIONS OF THE MANUFACTURER, OR (c) ANY MALFUNCTION OR FAILURE OF THE DEVICE OR RELATED ACCESSORY EQUIPMENT.

31. **HEARING AID COMPATIBILITY.** All Gen Mobile Devices offered to customers comply with the Federal Communications Commission's regulations concerning hearing aid compatibility. Trying out the Gen Mobile Device with your hearing aid Device is the best way to evaluate it for your personal needs and use. If you have questions concerning the capabilities of your Gen Mobile Device, please contact Customer Care.

2. **AMENDMENTS TO AGREEMENT.** Gen Mobile may change this Agreement at any time, including the Rate Plan that you selected upon initiation of Service. The Rate Plan, as



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Gen Mobile from time to time in accordance with this Agreement, will be in effect for the Term of your Service, until or unless Gen Mobile changes your

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Mobile may change the price and structure of your Rate Plan, and/or modify the costs, services, or requirements of Gen Mobile's Rate Plans at any time without prior notice to you. Gen Mobile may change the locations where such Services may be used or where calls can be placed, or rates and terms applicable to such locations, with prior notice to you. Third parties may impose charges upon Gen Mobile for providing Services to you, and you agree to pay any such charges that Gen Mobile passes through to you. If you are an existing customer, you will receive at least fifteen (15) days' advance notice of any proposed changes that may result in more restrictive terms or conditions, unless a longer period is required by law. After that time period, any such changes will be effective.

YOU HAVE THE RIGHT TO REFUSE TO ACCEPT THESE CHANGES. IF YOU DO NOT WANT TO ACCEPT THE CHANGES, YOU MUST NOTIFY GEN MOBILE IN WRITING WITHIN FIFTEEN (15) DAYS OF THE DATE OF THE CHANGE THAT YOU WISH TO TERMINATE SERVICE. IF YOU DO NOT NOTIFY GEN MOBILE THAT YOU WISH TO TERMINATE SERVICE WITHIN THAT TIME OR IF YOU CONTINUE TO USE THE SERVICE AFTER THE CHANGES, YOU AGREE TO BE BOUND BY THE CHANGES. NOTWITHSTANDING ANY TERMINATION, AMOUNTS PREVIOUSLY PAID ARE NON-REFUNDABLE.

3. **DISPUTE RESOLUTION, MANDATORY AND BINDING ARBITRATION AND CLASS ACTION WAIVER.**

A. Mandatory and Binding Arbitration. In the event that You or we have a Dispute (as defined below) that cannot be resolved through informal dispute resolution pursuant to Section 33(C), then You and we agree (unless You opt out of Section 33 in accordance with Section 33(H)) to resolve such Dispute in an individual action, either through binding arbitration or in small claims court, instead of in courts of general jurisdiction. You acknowledge and agree that, in the event that You or Gen Mobile commences an individual action in small claims court in accordance with Section 33 and it is determined that the applicable small claims court cannot adjudicate such individual action (e.g., such small claims court lacks jurisdiction over such individual action), then such Dispute may only be resolved through an arbitration proceeding pursuant to Section 33. Arbitration is more informal than a lawsuit in court. Arbitration means that You will have a fair hearing before a neutral arbitrator rather than before a judge or jury in a court. Arbitrators can award the same damages that a court can award. Proceeding in arbitration may result in



English



very and is subject to limited review by courts. Arbitration means that

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ENTERING INTO THIS AGREEMENT, YOU AND GEN MOBILE ARE EACH AGREEING TO WAIVE THE RIGHT TO A TRIAL BY JURY OR A TRIAL BY A JUDGE (OTHER THAN IN SMALL CLAIMS COURT) AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO BRING A CLAIM IN A REPRESENTATIVE CAPACITY. You and Gen Mobile also each agree that this Agreement evidences a transaction in interstate commerce and, thus, that the Federal Arbitration Act (the "FAA") governs the interpretation and enforcement of this provision. Nothing in this Agreement precludes You from bringing issues to the attention of federal, state or local agencies (including, without limitation, the Federal Communications Commission). Such agencies can, in the event that the law allows, seek relief against us on Your behalf.

B. Dispute Defined. The term "Dispute" means, subject to the exceptions set forth in Section 33(K), any and all past, present or future disputes, claims or controversies between You and Gen Mobile, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or any other legal or equitable theory, and includes, without limitation, the validity, enforceability and/or scope of Section 33. The term "Dispute" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any and all claims between You and Gen Mobile in any way arising out of, relating to or in connection with: (i) this Agreement and Your applicable Promotion Agreement(s); (ii) Gen Mobile's services (including, without limitation, Services); (iii) Gen Mobile's devices or products (including, without limitation, Equipment); (iv) billing, collection and credit reporting; (v) telephone calls, texts, faxes and emails that You claim You received from Gen Mobile and/or a party acting or purporting to act on Gen Mobile's behalf; and/or (vi) Gen Mobile's and/or its agents' collection, retention and/or disclosure of personally-identifiable information. For purposes of Section 33 only, "Gen Mobile," "we," "us," or "our" means DISH Network L.L.C., DISH Wireless, L.L.C., DISH Network Corporation and its past and present direct and indirect subsidiaries, and the predecessors, successors and assigns of all of the foregoing persons and entities, and the past or present officers, directors, employees, partners, agents, attorneys, shareholders and legal representatives of all of the foregoing persons and entities.

C. Informal Dispute Resolution; Notice and Opportunity to Cure. You and Gen Mobile agree to first try to resolve any Dispute informally. Accordingly, neither You nor Gen



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start an individual action, either through binding arbitration or in small
 for at least sixty (60) calendar days after You or Gen Mobile notifies the

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resolution-notice.pdf. You must send Your Dispute Resolution Notice to the Legal Dispute Resolution Notice Address (i.e., DISH Wireless L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9040), and we must send our Dispute Resolution Notice to Your billing address then appearing in our records. The Dispute Resolution Notice must: (i) state Your name, account number and contact information; (ii) describe the nature and basis of the Dispute; and (iii) set forth the specific relief sought in connection with the Dispute. In the event that You and Gen Mobile do not reach an agreement to resolve the Dispute within sixty (60) calendar days after the Dispute Resolution Notice is received, then You or Gen Mobile may commence an individual action, either through binding arbitration or in small claims court, in accordance with Section 33.

D. Arbitration Procedures. Unless You and Gen Mobile agree otherwise in writing, the arbitration will be governed by the Consumer Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”) excluding any rules for class or collective actions, as modified by this Agreement, and will be administered by the AAA and conducted before a single, neutral arbitrator. The AAA Rules are available online at the AAA’s website (as of August 7, 2015, www.adr.org), by calling the AAA, or by submitting a written request to the Legal Dispute Resolution Notice Address (i.e., DISH Wireless L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9040). The arbitration will be held at a location in the county of Your billing address then appearing in our records unless You and we both agree to another location or a telephonic or “desk” arbitration (i.e., an arbitration conducted solely on the basis of written submissions by the participants). The arbitrator will be bound by the terms and conditions of this Agreement, including, without limitation, Gen Mobile’s and Your waiver of the right to a trial by jury or a trial by a judge (other than in small claims court) and the right to participate in a class action or to bring a claim in a representative capacity. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to adjudicate the merits of any Dispute. In the event that You and/or Gen Mobile elect to submit a Dispute to arbitration pursuant to Section 33, then the party initiating arbitration must open a case by filing with the AAA: (i) a demand for arbitration; (ii) the administrative filing fee; and (iii) a copy of the applicable arbitration agreement (i.e., Section 33) — (collectively, the “Demand for Arbitration”). The filing may be made through “AAA WebFile,” located on the AAA’s www.adr.org), or by filing the Demand for Arbitration with any AAA office, the intended locale of any hearing.



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award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

F. Costs of Arbitration. In the event that You initiate arbitration and agree that You will receive less than \$75,000 in damages, then, after Gen Mobile receives notice that You have initiated arbitration, Gen Mobile will promptly reimburse You for Your payment of the filing fee and Gen Mobile will directly pay the AAA any case management fees associated with the arbitration and the professional fees for the arbitrator's services. However, in the event that You initiate an arbitration in which You seek \$75,000 or more in damages, then the payment of these fees will be governed by the AAA Rules.

G. Class Action Waiver. NEITHER YOU NOR GEN MOBILE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING, WITHOUT LIMITATION, AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, IN CONNECTION WITH ANY DISPUTE (as defined above). Further, unless both You and Gen Mobile agree otherwise in writing, the arbitrator may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event that any portion of this Section 33(G) is found to be unenforceable, then the entirety of Section 33 shall be null and void.

H. Right to Opt Out. In the event that You do not wish to be bound by Section 33, then You must notify Gen Mobile in writing within thirty (30) days following the date that we first give You notice of Your right to elect to opt out of Section 33 by: (i) completing the Opt Out Form located [here](#) and sending it to the Legal Dispute Resolution Notice Address (i.e., DISH Wireless L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9040); or (ii) otherwise providing written notification to Gen Mobile at the Legal Dispute Resolution Notice Address that includes: (1) Your name and account number; (2) Your service address; and (3) a clear statement that You do not wish to resolve Disputes with Gen Mobile through arbitration. Your decision to opt out of Section 33 will have no adverse effect on Your relationship with Gen Mobile or Gen Mobile's delivery of Service(s) to You. Any opt-out not received within the thirty (30) day period set forth above will not be valid and You must pursue Your Disputes (if any) as an individual action, either through binding arbitration or in



English

court, pursuant to and in accordance with Section 33 (excluding this), which in such event will no longer apply). In the event that You are a

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acknowledgment and agreement that You are bound by Section 33. In the event that You are an existing Gen Mobile customer, then Your continued receipt of Services or Equipment and failure to notify Gen Mobile in writing within thirty (30) days following the date that we first give You notice of Your right to elect to opt out of Section 33 shall constitute Your acknowledgment and agreement that You are bound by Section 33. We will be deemed to have given You notice of Your right to elect to opt out of Section 33 as follows: (a) in the event that we send You notice by U.S. mail (including, without limitation, on a mailed bill, bill insert, notice, letter or postcard), then it will be considered given three (3) days after it is first deposited in the U.S. mail, addressed to You at Your billing address then appearing in our records; and (b) in the event that we send You notice electronically (including, without limitation, via an email and/or SMS), then it will be considered given at the time we first send an electronic communication containing such notice or notifying You of the availability of such notice to the electronic contact information (including, without limitation, email address SMS then appearing in our records).

I. Miscellaneous. Notwithstanding any provision in this Agreement to the contrary, in the event that Gen Mobile makes any future change to Section 33 (other than a change to the Legal Dispute Resolution Notice Address), then You may reject any such future change as follows: (i) in the event that we elect to provide notice of such change, then by sending written notice to Gen Mobile at the Legal Dispute Resolution Notice Address of Your rejection of such change within thirty (30) days following the date that we first give You our notice; or (ii) in the event that we elect not to provide notice of such change, then by sending written notice to Gen Mobile at the Legal Dispute Resolution Notice Address of Your rejection of such change at any time. By rejecting any future change, You are agreeing that You will resolve any Dispute between You and Gen Mobile in accordance with the unmodified language of Section 33, unless You have previously opted out of Section 33 in a timely manner. Except as otherwise set forth in Section 33 or under applicable law, each of You and Gen Mobile shall bear and be solely responsible for its respective attorneys' fees, costs and expenses incurred in connection with any Dispute.

J. Expenses Outside of Arbitration. Except as otherwise expressly set forth in this Agreement, in the event that either party files a judicial or administrative action asserting a claim that is subject to arbitration (other than an individual action in court) and the other party successfully compels arbitration, then the at judicial or administrative action must pay the other party's costs and



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without limitation, the informal dispute resolution provision set forth in Section 33(C)) and may only be decided by a court of competent jurisdiction: (i) any Dispute based on Your receipt of all or any portion of the Services without paying for them, whether through theft of Services, piracy or otherwise; and (ii) any Dispute based on a violation of the Communications Act of 1934, 47 U.S.C. § 1201 et seq., or the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510–2521 et seq., or any federal or state law relating to signal theft or theft of service.

L. Survival. Section 33 shall survive expiration or earlier termination of this Agreement for any reason or no reason indefinitely.

4. EXCLUSIVE REMEDY; LIMITATION OF LIABILITY. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR (a) GEN MOBILE'S, OR ITS DEALER'S, AGENT'S, REPRESENTATIVE'S, VENDOR'S, SUPPLIER'S, OR OTHER CARRIER'S FAILURE TO PROVIDE YOU WITH SERVICE OR GEN MOBILE'S FAILURE TO PERFORM HEREUNDER SHALL BE YOUR RIGHT TO HAVE GEN MOBILE RE-PERFORM SUCH SERVICE. UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, OR (b) ANY DEFECT, FAILURE, OR MALFUNCTION OTHERWISE RELATED TO, ARISING OUT OF, OR IN CONNECTION WITH ANY DEVICE OR OTHER EQUIPMENT OR PRODUCT SUPPLIED OR PROVIDED BY GEN MOBILE, SHALL BE YOUR RIGHT TO HAVE GEN MOBILE REPAIR, REPLACE, AND/OR REFUND SUCH DEVICE, OR OTHER EQUIPMENT OR PRODUCT. UNLESS THE EXCLUSIVE REMEDY SET FORTH IN THE PREVIOUS SENTENCE IS PROHIBITED UNDER APPLICABLE LAW, YOU AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST GEN MOBILE, OR ANY AGENT, CARRIER, DEALER, MANUFACTURER, REPRESENTATIVE, SUPPLIER, OR VENDOR, TO THE LESSER OF: (i) YOUR DIRECT DAMAGES OR (ii) THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID OR OWE GEN MOBILE FOR THE APPLICABLE SERVICE OR WIRELESS DEVICE FOR ONE MONTH'S SERVICE CHARGES.

AS A MATERIAL PART OF THE CONSIDERATION PAID BY YOU FOR THE SERVICES PROVIDED BY GEN MOBILE OR ANY AGENT, CARRIER, DEALER, MANUFACTURER, REPRESENTATIVE, SUPPLIER, OR VENDOR OF GEN MOBILE, UNDER THIS AGREEMENT, AND NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, YOU AGREE THAT UNDER NO CIRCUMSTANCES IS GEN MOBILE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH, INCLUDING, BUT NOT LIMITED TO, THE COST OF REPLACEMENT PRODUCTS AND SERVICES, LOSS OF BUSINESS, OR LOST PROFITS, TO THE FULLEST EXTENT THE

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IMED BY LAW. THIS MEANS THAT NEITHER PARTY WILL SEEK ANY DIRECT, PUNITIVE, SPECIAL OR DAMAGES FROM THE OTHER. THIS EXCLUSIVE



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OF LIABILITY, WHETHER BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, PERSONAL INJURY, PRODUCT LIABILITY, OTHER TORT LIABILITY, OR ANY OTHER THEORY.

YOU AGREE THAT THE FOREGOING ALLOCATION OF RISK SHALL, IN THE EVENT OF GEN MOBILE'S INABILITY, DESPITE GOOD FAITH EFFORTS, TO PROVIDE THE SERVICES OR THE PRODUCTS, REMAIN IN EFFECT REGARDLESS OF WHETHER THE EXCLUSIVE REMEDIES PROVIDED FOR UNDER THIS SECTION THEN SATISFY THE ESSENTIAL PURPOSES FOR WHICH THEY WERE INTENDED, OR OTHERWISE PROVIDE YOU WITH A FAIR QUANTUM OF RELIEF.


You agree that neither Gen Mobile nor its parent, stockholders, directors, officers, employees, agents, licensors, representatives and affiliates, suppliers or vendors are responsible for any damages resulting from: (a) any action or omission by a third party; (b) communication or information that is blocked by a spam filter; (c) data content or information accessed while using Gen Mobile's Services; (d) failed, inaccurate, or interrupted location information services; (e) a failure or interruption in accessing or attempting to access emergency services from a wireless Device, including through 911, Enhanced 911 ("E911"), or otherwise; (f) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a wireless Device or network coverage (i.e., blocked, dropped, or interrupted Services); (g) traffic or other accidents, or any health-related claims relating to Gen Mobile's Services; and (h) damage to your wireless Device or any computer or equipment connected to your wireless Device, or damage to or loss of any information stored on your wireless computer, Device, equipment, or Gen Mobile storage space from your use of the Services or from trojans, viruses, worms, or downloads of malicious content, data, images, materials, text, video or audio. You also agree that Gen Mobile isn't liable for deleted or missed voice mails or other messages, or for any information, such as texts and pictures, that gets deleted or lost if Gen Mobile services your wireless Device. If another wireless carrier is involved in any problem, you also agree to any limitations of liability in its favor that it imposes. You should implement appropriate safeguards to secure your wireless Device or equipment and to back up your information.

5. **CONSUMER COMPLAINTS.** Pursuant to California Civil Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

6.  English  **SERVICE WARRANTIES.** GEN MOBILE MAKES NO REPRESENTATIONS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT ALLOWED BY

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NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON GEN MOBILE'S BEHALF. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD GEN MOBILE HARMLESS FOR ALL SUCH SERVICE ISSUES.

7. **FORCE MAJEURE.** You agree that Gen Mobile will not be held responsible for any damage, delay, failure, or loss in performance of any of the Services or of any of these Terms & Conditions, if applicable, caused by accident or casualty; act of God or unnamed events or acts otherwise known as force majeure, acts of any third party; act of terrorism; declared or undeclared war or armed conflict; national, state or local emergencies; civil disobedience; delay in transportation; earthquake; embargo; explosion; failure of suppliers to deliver equipment; acts or omissions of carriers or suppliers; fire; flood; government requirement or other civil or military authority; acts of regulatory or governmental agencies; labor disputes; lightning; meteorological phenomenon; power failure or blackout; severe weather; shortage of labor or materials; strikes or other concerted acts of workers (whether of Gen Mobile or others); volcanic action; or other similar causes beyond Gen Mobile's control, which prevent or hinder the delivery of any Services ("Conditions"). If any foregoing Conditions occur, you are obligated to pay for any Services provided to you, and Gen Mobile may elect to immediately terminate any Services without notice.
8. **INTELLECTUAL PROPERTY.** You agree to respect the intellectual property rights of Gen Mobile and third parties, and not to infringe, misappropriate, or otherwise injure those rights. Except for a limited personal, non-commercial license to use the Services or Devices, your purchase of Gen Mobile's Devices and Services does not grant you any license or right to copy, download, modify, reverse engineer, redistribute, or resell the intellectual property of Gen Mobile or others related to the Devices and/or Services, without the express written permission of the rightful owner. You acknowledge that any violation of this section harms Gen Mobile, cannot be fully redressed by money damages, and entitles Gen Mobile to immediate injunctive relief, in addition to all other available remedies.
9. **DIGITAL MILLENNIUM COPYRIGHT NOTICE.** If you believe that material available through the Gen Mobile websites infringes the copyright of you or any third party, notify Gen Mobile by sending a notice pursuant to the procedure under the Digital Millennium Copyright Act ("DMCA"). You must send (a) an electronic or physical signature of the  English to act on behalf of the owner of the copyright interest; (b) a copyrighted work that you claim has been infringed upon; (c) a

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copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Within a reasonably practicable time and after receiving the notice, Gen Mobile may disable or remove access to any infringing material as provided for in the DMCA.

Please send notifications of infringement and counter notifications to our designated copyright agent at: Office of the General Counsel, DISH Wireless LLC, P.O. Box 6655, Englewood, CO 80115, Fax: (303) 723-1454 and email: copyright@dish.com.

0. NOTICES. You agree that Gen Mobile may contact you for Service or account related reasons through the contact information that you provide, at the current address on your account, through the Services to which you subscribe, or through other available means, including through email, mail, text message, recorded message, or phone. You further authorize Gen Mobile to provide you Service, Device, upgrade, and other product information that Gen Mobile believes you would be interested in under this provision. Any such notice will be treated as provided to you when left with you, on your Device, or on your answering Device or service. Any notice that Gen Mobile mails to you will be deemed provided to you, to the extent permitted by applicable law, when the notice is deposited into the U.S. mail addressed to you at your last known address, as shown in Gen Mobile's records. Your notice to Gen Mobile shall be deemed given when received by Gen Mobile, whether by phone, mail, or other means, to: Gen Mobile c/o DISH Wireless L.L.C. at 9601 S. Meridian Blvd., Englewood, Colorado 80112, Attention: General Counsel with a copy to Gen Mobile, P.O. Box, 1187, Gardena, CA 90249.

II. MISCELLANEOUS. A waiver of, or failure to enforce, any provision of this Agreement in one instance shall not constitute a waiver of any other provision or instance. Section headings are for descriptive, noninterpretive purposes only. If any part of this Agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this Agreement and the Agreement shall otherwise be enforceable. You may not transfer or assign this Agreement or any of your rights or duties under it. Gen Mobile may assign all or part of this Agreement, or your debts to Gen Mobile, without notice. You have no other rights with respect to the Services or this Agreement, except as specifically provided by law. Except to the extent Gen Mobile has agreed otherwise, this Agreement and all Disputes covered by it are governed by federal law and the laws of do, without regard to choice of law principles or conflict of law rules. If



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2. **GEN MOBILE'S COMMITMENT.** Gen Mobile is committed to consumer protection and service quality as stated in our policies and in CTIA Consumer Code of Conduct, as applicable.

GEN MOBILE AFFORDABLE CONNECTIVITY PROGRAM (ACP) TERMS & CONDITIONS

Version July 2023

Please carefully read these Affordable Connectivity Program (ACP) terms and conditions ("ACP Terms & Conditions") and Gen Mobile's (a) Terms & Conditions, (b) Consumer Policies & Privacy Notice, (c) MyGenMobile App End User License Agreement; (d) the Auto Pay Authorization, (e) the ILD Consumer Agreement, (f) the Global Unlimited Text Messaging, (g) the Rate Plan, and (h) Gen Mobile's rules and policies as made available to you from time to time, which may apply to you when purchasing or using our products and/or services regarding your ACP benefit provided by Gen Mobile. These ACP Terms & Conditions may be amended or updated at any time and from time to time in Gen Mobile's sole and absolute discretion (effective immediately upon posting).

When we say "we", "us", "our" or "Gen Mobile", we mean DISH Wireless L.L.C. and when we say "you", "your", "customer" and "user", we mean a Gen Mobile account holder or anyone who uses our Devices or Services, including, without limitation, all beneficiaries hereof.

1. **What is the Affordable Connectivity Program (ACP)?** The Affordable Connectivity Program (ACP) is a long-term, broadband federal government benefit program by the Federal Communications Commission (FCC) available to eligible households and replaces the Emergency Broadband Benefit Program. You may be eligible for ACP based on your income or other qualifying criteria. The ACP benefit is a \$30 discount which can be applied to any of Gen Mobile's phone plans or connected device plans. You can receive free service if you choose Gen Mobile's \$30 ACP phone plan that includes unlimited talk & text and 7GB LTE data or Gen Mobile's \$30 ACP connected device plan that includes 7GB LTE data. You may choose a plan that costs more for which you will have to pay the difference between the higher-cost plan and the \$30 discount. Click to



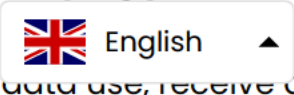
English



Current Rate Plans. Gen Mobile's ACP plans do not include international

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mobile device. Gen Mobile may offer you a free mobile phone, an upgraded phone, and/or a discounted tablet, subject to availability. ACP does not provide or subsidize phones. To receive a one-time discounted connected device (i.e., tablet) under ACP, you must be from an eligible household and will have to pay a minimum of \$10.01 and a maximum of \$49.99 for the connected device and that, to the best of your knowledge, no one in your household has received a connected device discount from any service provider through the ACP or the EBB program. You understand that you do not need to purchase any device from Gen Mobile in order to enroll in the ACP and receive the ACP benefit. This offer is not combinable with other offers. There is only one monthly discount for your ACP-supported service per household and is not transferable to another. Gen Mobile reserves the right to disconnect any service due to 30-days of non-use or other disqualifying terms as provided in the ACP. Gen Mobile reserves the right to disconnect your ACP-supported service after 90 consecutive days of nonpayment. You will be subject to Gen Mobile's undiscounted rates and Terms & Conditions if the ACP ends, if you transfer your ACP benefit to another provider but continue to receive service from us, or upon de-enrollment from the ACP. Gen Mobile ACP offerings are subject to network availability and device compatibility and are protected against inappropriate upselling. You agree that any state, local, Tribal government, school, or school district, may share information about your receipt of benefits that would establish eligibility for the ACP, and that such information will be used only to determine your ACP eligibility. If you are seeking to qualify for ACP benefits as an eligible resident of Tribal lands, you certify that you live on Tribal lands, as defined in FCC rule 47 C.F.R. 54.400(e).

2. **Transfer Limits.** If you are currently receiving your ACP benefit from another service provider, by enrolling in Gen Mobile's ACP, you are affirmatively consenting to transfer your ACP benefit to Gen Mobile and that the transfer of your ACP benefit will be applied to Gen Mobile's service and will no longer be applied to service retained from the other service provider, that you may be subject to the other service provider's undiscounted rates as a result of the transfer if you elect to maintain service from the other service provider, and that you are limited to one ACP-transfer transaction per service month with limited exceptions to reverse an improper transfer or address situations impacting your receipt of the ACP-supported service from a particular provider.
3. **Keeping your ACP benefit.** You understand that after service activation to maintain your  must within any 30-day period complete an outbound voice call or data use, receive a voice call from other than Gen Mobile, send a text message,

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when applicable. If you do not cure your non-usage, Gen Mobile reserves the right to disconnect any service due to nonuse or other disqualifying terms as provided in the ACP (911 and Gen Mobile Customer Care calls will be permitted). Use of Wi-Fi to go online does not count as usage.

4. **Third Party Vendor Authorization.** You authorize Gen Mobile and its third party vendor(s) to consult the National Lifeline Accountability Database (NLAD) and the National Lifeline Eligibility Verifier (National Verifier) to determine your eligibility for ACP, if you have previously received a "connected device benefit" from another service provider, and if you have an active ACP benefit with another service provider. You authorize and give express consent for Gen Mobile and its third party vendor(s) to contact you to validate your eligibility for, desire to participate in, or subscription to Gen Mobile's ACP offers and other products and services via email, telephone, or text messaging, including calls using an automated telephone dialing system, manually, or with pre-recorded/artificial voice messages. Text messaging and data rates may apply. Consent for emails, calls and texts is optional and can be revoked at any time by dialing 611 from your Gen Mobile provided wireless number or by calling 1-833-528-1380 and revoking consent. However, you understand that opting out will not affect Gen Mobile's ability to contact you with notices and messages regarding ACP and connected device benefits and/or any other service or product via the methods listed herein. For more information see our Terms & Conditions and Consumer Policies & Privacy Notice at [genmobile.com](https://www.genmobile.com). You acknowledge that you are providing the information you have included in your ACP enrollment application to Gen Mobile and its third party vendor(s) and further authorize them to receive and use your information for enrollment verification and waste, fraud, and abuse mitigation purposes. You also authorize Gen Mobile and its third party vendor(s) to receive and use your historic EBB and ACP enrollment information for verification and waste, fraud, and abuse mitigation purposes. You authorize Gen Mobile and its third party vendor(s), for the purpose of applying for, determining eligibility, enrolling in and seeking reimbursement of ACP and connected device benefits, to collect, use, share, and retain your personal information, including but not limited to, information required for the purpose of establishing eligibility for and enrolling in the ACP, and including, but not limited to, full name, full residential address, date of birth, last four digits of social security number, telephone number, eligibility criteria and status, the date on which the ACP service discount was initiated, and, if
- ated, usage status, and other compliance requirements, the amount



English

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provide consent will result in me being denied ACP and/or connected device benefits.

5. **Consumer Complaint.** You understand that you may file a complaint regarding your ACP benefit via the FCC's . You will notify Gen Mobile by calling 1-855-GEN4ACP (1-855-436-4227) if you no longer qualify for the ACP benefit or any of the federal assistance programs identified in your application form or when your annual household income is above 200% of the Federal Poverty Guidelines (the amount listed in the Federal Poverty Guidelines table listed in the National Verifier Application) or any change of address (within thirty (30) days). You know that knowingly or willingly giving false or fraudulent information to receive the ACP benefit is punishable by law and can result in prosecution, fines, jail time, de-enrollment, and/or being barred from the program.
6. **Enrolling Gen Mobile's ACP.** By enrolling in Gen Mobile's ACP, you certify, under penalty of perjury, that the information included in the application and certifications is true and correct to the best of your knowledge. You understand that you may withdraw your consent prior to the activation of your service and may obtain a paper copy of your contractual terms and associated fees or withdraw this consent by calling this form by contacting 1-855-GEN4ACP (855-436-4227).

GEN MOBILE LIFELINE TERMS & CONDITIONS

Version December 2023

Please carefully read these Lifeline terms and conditions ("LL Terms & Conditions") and Our (a) Terms & Conditions, (b) Consumer Policies & Privacy Notice, (c) MyGenMobile App End User License Agreement; (d) Auto Pay Authorization, (e) International Long Distance ("ILD") Consumer Agreement, (f) Global Unlimited Text Messaging, (g) Rate Plan, and (h) other terms, rules, or policies as made available to You from time to time, which may apply to You when purchasing or using Our Gen Mobile-branded Lifeline products and/or services. These LL Terms & Conditions may be amended or updated at any time and from time to time in Our sole and absolute discretion (effective immediately upon posting).

When we say "We", "Us", "Our" or "Gen Mobile", we mean DISH Wireless L.L.C. and when we say "You", "Your", and "User", we mean a Gen Mobile-branded account holder or someone who us



English



services.

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together at the same address as one economic unit. An economic unit includes all adults (persons at least 18 years old unless emancipated) contributing to and sharing the household's income and expenses. Only one discount per eligible household is permitted and is nontransferable to another person. The discount is tied to a single, primary residential address. You may transfer Your Lifeline discount from one carrier to another, but You cannot have this discount from multiple carriers. Any household that violates the one discount per household rule or knowingly or willingly provides false information to obtain the Lifeline discount will lose its discount or will be banned from Lifeline and may be prosecuted by the government.

2. **Applying for Lifeline.** You must complete an application form, provide supporting documents that demonstrate their household meets the eligibility requirements, and certify under penalty of perjury that they comply with the Lifeline rules. The National Verifier administered by the Universal Service Administrative Company ("USAC") will determine whether You meet the eligibility requirements to participate in Lifeline. If You are seeking to qualify for Lifeline as an eligible resident of Tribal lands, You must live on federally recognized Tribal lands.
3. **Eligibility.** There are two ways to qualify for the Lifeline discount: Program-Based or Income-Based. Program-Based qualification requires You or someone in Your household to be enrolled in a public assistance program such as Medicaid, SNAP, Supplemental Security Income (SSI), or other qualifying government programs. Income-Based qualification requires Your household's total annual gross income is at or less 135% of the Federal Poverty Guidelines. You must show proof of participation in the program(s) or income.
4. **Lifeline Discounts.** All Lifeline plans will have at least 1,000 voice minutes and text messages and 4.5 GB of data. No termination fee will be assessed if you discontinue Your Lifeline services. If You believe You no longer qualify for Lifeline or are receiving more than one discount, please contact Gen Mobile Customer Care or Your state's public utilities commission (the "Commission") within thirty (30) days of such event. You will be subject to penalties if You fail to notify us or the Commission.
5. **Lifeline Services.** We offer Lifeline plans on a prepaid basis with a thirty (30) day cycle, on a non-discriminatory basis and only to households that are approved for Lifeline.



English



is only available for activation by customers who reside in an area

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Waived


Easy Pay

Activate

unreasonable or commercial. See below Our Lifeline wireless service plans.

6. **Activation Fees.** Gen Mobile may charge an activation fee.
7. **Annual Re-certification.** In order to keep Your Lifeline discount, You must re-certify that You are qualified to continue Your participation in the Lifeline. You must recertify timely in response to a request for re-certification from USAC, otherwise You will lose Your discount and may be subject to regular retail rates.
8. **De-Enrollment.** You or Your household may lose Your Lifeline discount for any of the following reasons: You or Your household no longer qualifies; You or Your household are receiving more than one discount; You do not use your Lifeline discounted services for thirty (30) consecutive days (Gen Mobile will notify You and You will have 15 days to use Your service to continue receiving the discount); You violate any of the Lifeline rules; or You do not timely re-certify. You may request to de-enroll from our Lifeline. Use of Your Lifeline means completing an outbound call or using data; purchasing additional minutes or data to Your plan; answering an incoming call from anyone other than Gen Mobile; answering a direct contact from Us and confirming You want to continue receiving the service; or sending a text message.

9. **Gen Mobile Lifeline Wireless Service Plans.**

Gen Mobile Lifeline Wireless Service Plans	Lifeline (Basic)	Lifeline (Tribal)
Minutes Included	1,000	Unlimited
Texts Included	1,000	Unlimited
Data Included	4.5 GB	11 GB
<div><div> English ▲</div></div>		


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minutes

Cost of excess data	\$10 for 1 GB	\$10 for 1 GB
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Other features applicable to the plans:


Fee for calling 411	No added charges.
Fee for calling directory assistance	No added charges.
Restocking Fee	None
Deposit	None
Early Termination Fee	None
Nationwide Domestic Long Distance	No added charge.
Caller ID	No added charge.

 English ▲

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Call Forwarding	No added charge.
Voicemail	No added charge.
3-Way Calling	No added charge.
Rollover Unused Minutes/Text Option	N/A
Contract Needed ^[1]	No minimum term.
Credit Check Needed	No
Fee for calling 911	None
Fee for calling 611 (customer care)	None
Fee for calling N11 special service numbers (211, 311, 511, 711, and 811)	None

0. State Specific Information.

 English ▲

- Michigan

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- Please contact the PA PUC, Bureau of Consumer Services for help with unresolved questions, or complaints at toll-free 1-800-692-7380, or use the Online complaint form found on the PUC website at:
<https://www.puc.pa.gov/complaints/informal-complaints/>
- Utah
- [Utah-Specific Fact Sheet for Lifeline](#)

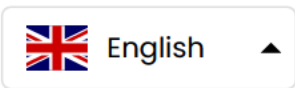
[1] Standard terms and conditions apply to service.

GEN MOBILE CALIFORNIA LIFELINE TERMS & CONDITIONS

Version July 2023



Please carefully read these California LifeLine terms and conditions ("CA LL Terms & Conditions") and Our (a) California LifeLine Wireless Service Plans, (b) Terms & Conditions, (c) Consumer Policies & Privacy Notice, (d) MyGenMobile App End User License Agreement; (e) the Auto Pay Authorization, (f) ILD Consumer Agreement, (g) Global Unlimited Text Messaging, (h) Rate Plan, and (i) any rules and policies as made available to You from time to time, which may apply to You when purchasing or using Our Gen Mobile-branded California LifeLine products and/or services. These CA LL Terms & Conditions may be amended or updated at any time and from time to time in Our sole and absolute discretion (effective immediately upon posting). For more information on California LifeLine please go [here](#).

When we say "We", "Us", "Our" or "Gen Mobile", we mean DISH Wireless L.L.C. and when we say "You", "Your", and "User", we mean a Gen Mobile-branded account holder or someone who uses our devices or services.

- 1. California LifeLine Program.** The California LifeLine Program ("CA LifeLine") is a state program administered by the California Public Utilities Commission ("CPUC") that provides discounted telephone services to eligible households. A household means adults and children who are living together at the same address as one economic unit.  includes all adults (persons at least 18 years old unless emancipated) and sharing the household's income and expenses. Only one discount

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may have one discounted wireline service (e.g., home phone) or wireless service (e.g., cell phone), but not both. You may transfer your California LifeLine discount from one carrier to another, but You cannot have this discount from multiple carriers. Any household that violates the one discount per household rule or knowingly or willingly provides false information to obtain the California LifeLine discount will lose its discount or will be banned from California LifeLine and may be prosecuted by the State of California or the U.S. government.

2. **Applying for California LifeLine.** If You think You qualify for the California LifeLine discount and would like to apply, please contact Gen Mobile Customer Care at 1-833-528-1380. A representative will review the program rules with You, and We will inform the California Administrator at the CPUC to start Your application process. Within three (3) weeks, You should receive an application form with an Enrollment Code and/or Personal Identification Number ("PIN") in a PINK envelope. You must complete this form, sign it, and return it to the California Administrator and provide any required documents to determine Your eligibility by the due date. You can also apply online [here](#). If You do not complete the application by the indicated due date, you will not receive the California LifeLine discount and will be subject to Our regular rates for services sold under the Gen Mobile brand name.
3. **Eligibility.** There are two ways to qualify for the California LifeLine discount: Program-Based or Income-Based. Program-Based qualification requires You or someone in Your household to be enrolled in a public assistance program such as Medicaid/Medi-Cal, CalFresh/SNAP, WIC, or other government programs. Income-Based qualification requires Your household's total annual gross income is less than the California LifeLine income limits. You must show proof of participation in the program(s) or income.
4. **California LifeLine Discounts.** All California LifeLine plans will have at least 1,000 voice minutes, a service connection discount of up to \$39, no obligation to pay the public purpose program surcharges, CPUC's user fee, federal excise tax, local franchise taxes, and State 911 tax associated with your phone service. No termination fee will be assessed if you discontinue Your LifeLine services. We will refund in full any applicable service connection fees paid by You if discontinued within three days of activation. If You believe You no longer qualify for California LifeLine or are receiving more than one discount, please contact Gen Mobile Customer Care or the California Administrator  English  days of such event. You will be subject to penalties if You fail to notify us of the California Administrator.

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enhancements to Our California LifeLine offerings in addition to the minimum service standards. Unlimited talk and text does not mean unreasonable or commercial. See below Our California LifeLine wireless service plans.

6. **Customer Care.** You will have access to customer service in the language in which California LifeLine was originally marketed and sold to You. You will have access to information about California LifeLine in the language in which You applied.
7. **Activation Fees.** The California LifeLine will pay up to two \$39 activation fees per household per calendar year. If We determine that more than two activation fees were applied, We may require Your payment of the activation fee.
8. **California LifeLine Devices.** Devices offered may be new or refurbished. Restocking fees will not be assessed if You return Your California LifeLine device within three (3) days of activation.
9. **Annual Renewal.** In order to keep Your California LifeLine discount, You may need to renew Your participation annually. You will receive from the California Administrator a renewal form in a PINK envelope with a PIN, if renewal is required. You may also renew online [here](#) or call the California Administrator at 1-877-858-7463 or 1-888-858-7889 (TTY) from 7 AM to 7 PM Monday through Friday. You must complete the renewal form by the due date otherwise You will lose Your discount and may be subject to regular retail rates.
10. **De-Enrollment.** You or Your household may lose Your California LifeLine discount for any of the following reasons: You or Your household no longer qualifies; You or Your household are receiving more than one discount (except for TTY); You do not use your California LifeLine discounted services for thirty (30) consecutive days; You violate any of the California Lifeline rules; or You do not timely renew.
11. **Thirty (30) Day Enrollment Freeze.** When You submit an enrollment request to receive the California LifeLine discounts for cell phone service, You have to wait up to 30 days to submit another enrollment request. You CANNOT have multiple enrollment requests for the California LifeLine discounts for cell phone service pending at the same time. The 30-day waiting period ends when either 1) the California LifeLine Administrator sends the enrollment request, 2) the enrollment request is cancelled, or 3) the 30 days have passed without an enrollment request, whichever occurs first. After the 30-day clock




English

Limited Time Offer: Buy any 3 Month Plan and Save up to 20% PLUS \$39 Activation Fee
Waived **Easy Pay** **Activate**

to [Check Your Status](#). We can also cancel an enrollment request.

2. **Gen Mobile California LifeLine Wireless Service Plans.**

Gen Mobile California LifeLine Wireless Service Plans	Unlimited Talk & Text plus 4.5 GB	Unlimited Talk & Text plus 7 GB	Unlimited Talk & Text plus 16 GB	Unlimited Talk, Text & Unlimited (35 GB of 4G LTE, 10 GB hotspot)
Regular Rate	\$27.50	\$30	\$50	\$60
Cost to California LifeLine Customer	\$0	\$0	\$10	\$20
Minutes Included	Unlimited	Unlimited	Unlimited	Unlimited
Texts Included	Unlimited	Unlimited	Unlimited	Unlimited
Data Included	4.5 GB	7 GB	16 GB	Unlimited (35 GB 4G LTE, 10 GB hotspot)
Applicable taxes/fees	None	None	None	None
California LifeLine taxes, fees and	Exempt	Exempt	Exempt	Exempt

 English ▲

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 Waived **Easy Pay** **Activate**

Cost of excess data	\$10 for 1 GB	\$10 for 1 GB	\$10 for 1 GB	Unlimited (35 GB 4G LTE, 10 GB hotspot)
Cost of excess minutes	N/A as plan is unlimited	N/A as plan is unlimited	N/A as plan is unlimited	N/A as plan is unlimited
Fee for calling 411	No added charges.	No added charges.	No added charges.	No added charges.
Fee for calling directory assistance	No added charges.	No added charges.	No added charges.	No added charges.
Activation Fee	\$39	\$39	\$39	\$39
Discounted Activation Fee ^[1]	\$0	\$0	\$0	\$0
Cell Phone Fee ^[2]	None. Free handsets provided by Gen Mobile may be new or refurbished.	None. Free handsets provided by Gen Mobile may be new or refurbished.	None. Free handsets provided by Gen Mobile may be new or refurbished.	None. Free handsets provided by Gen Mobile may be new or refurbished.
Restocking Fee	None	None	None	None
Deposit	None	None	None	None




English



Limited Time Offer: Buy any 3 Month Plan and Save up to 20% PLUS \$39 Activation Fee
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Nationwide Domestic Long Distance	No added charge.	No added charge.	No added charge.	No added charge.
Caller ID	No added charge.	No added charge.	No added charge.	No added charge.
Call Waiting	No added charge.	No added charge.	No added charge.	No added charge.
Call Forwarding	No added charge.	No added charge.	No added charge.	No added charge.
Voicemail	No added charge.	No added charge.	No added charge.	No added charge.
3-Way Calling	No added charge.	No added charge.	No added charge.	No added charge.
Rollover Unused Minutes/Text Option	N/A	N/A	N/A	N/A
Contract Needed <u>[3]</u>	No minimum term.	No minimum term.	No minimum term.	No minimum term.
Credit Check Needed	No	No	No	No
Fee for calling	None	None	None	None

 English ▲

Limited Time Offer: Buy any 3 Month Plan and Save up to 20% PLUS \$39 Activation Fee

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Fee for calling 611 (customer care)	None	None	None	None
Fee for calling 111 special service numbers (211, 311, 511, 711, and 811)	None	None	None	None

Gen Mobile California Tribal LifeLine Wireless Service Plans	Unlimited Talk, Text & Data (35 GB 4G LTE, 20 GB hotspot)
Regular Rate	\$60.00
Cost to California LifeLine Customer	\$0
Minutes Included	Unlimited
Texts Included	Unlimited
Data Included	Unlimited Data (35 GB 4G LTE, 20 GB hotspot)
<div> English ▲</div>	

Limited Time Offer: Buy any 3 Month Plan and Save up to 20% PLUS \$39 Activation Fee
 Waived **Easy Pay** **Activate**

California
 LifeLine taxes,
 fees, and
 surcharges
 exemption

Exempt

Cost of excess
 data

Unlimited Data
 (35 GB 4G LTE,
 20 GB hotspot)

Cost of excess
 minutes

N/A as plan is
 unlimited

Fee for calling 411

No added
 charges.

Fee for calling
 directory
 assistance

No added
 charges.

Activation Fee

\$39

Discounted
 Activation Fee [4]

\$0

Cell Phone
 Fee [5]

None. Free
 handsets
 provided by
 Gen Mobile may
 be new or
 refurbished.



English



Limited Time Offer: Buy any 3 Month Plan and Save up to 20% PLUS \$39 Activation Fee

Waived

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Activate

Deposit

None

Early

Termination Fee

None

Nationwide

Domestic Long

Distance

No added
charge.

Caller ID

No added
charge.

Call Waiting

No added
charge.

Call Forwarding

No added
charge.

Voicemail

No added
charge.

3-Way Calling

No added
charge.

Rollover Unused

Minutes/Text

Option

N/A

Contract

Needed [6]

No minimum
term.



English



Limited Time Offer: Buy any 3 Month Plan and Save up to 20% PLUS \$39 Activation Fee
 Waived **Easy Pay** **Activate**

Fee for calling 911 None

Fee for calling 611 None
 (customer care)

Fee for calling N11 None
 special service
 numbers (211, 311,
 511, 711, and 811)

[1] The California LifeLine fund will pay for no more than two (2) connection/activation fees per household per year (whether with the Company or any other provider). DISH Wireless d/b/a Gen Mobile may require the consumer to pay for subsequent California LifeLine activation fee.

[2] Consumers will receive a free, data-enabled phone or a SIM card, if the consumer brings their own compatible device. If the consumer wants to upgrade to a different smart phone, there will be an upcharge, with a fee based on the phone selected.

[3] Standard terms and conditions apply to service.

[4] The California LifeLine fund will pay for no more than two (2) connection/activation fees per household per year (whether with the Company or any other provider). DISH Wireless d/b/a Gen Mobile may require the consumer to pay for subsequent California LifeLine activation fee.

[5] Consumers will receive a free, data-enabled phone or a SIM card, if the consumer brings their own compatible device. If the consumer wants to upgrade to a different smart phone, there will be an upcharge, with a fee based on the phone selected.

[6] Standard terms and conditions apply to service.



English



Limited Time Offer: Buy any 3 Month Plan and Save up to 20% PLUS \$39 Activation Fee
Waived **Easy Pay** **Activate**



Find out about our latest deals!

Download our MyGenMobile app



SERVICE FEATURES

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Affordable
Connectivity
Program

Easy Pay

Coverage

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OUR COMPANY

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Activate SIM Card

How to Unlock Your
Phone

IMEI Check

Return Policy

Find a Store



English



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[911 Emergency Services Limitations](#) | [ILD Consumer Agreement](#) |

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* Gen Mobile offers nationwide 5G/4G LTE services on the nation's largest 5G GSM network. Our 5G GSM network is expanding and already covers close to 250 million Americans in more than 7,500 cities nationwide. No 5G signal goes farther or is more reliable indoors and out. † To get 4G LTE speed, you must have a 4G LTE capable device and SIM. To get 5G coverage, you must have a 5G capable device and SIM. Actual availability, coverage, and speed may vary. LTE is a trademark of ETSI. ¹ Our 15 day text freebie only includes individual SMS texts (no MMS, including images, videos, and group messages).² \$39 activation fee is applicable to all plans.



English



EXHIBIT C: MEDIA SOURCES



FREE MOBILE SERVICE

See if you qualify for the
South Dakota Lifeline
Program with Gen Mobile!



Apply Today

DISH Wireless LLC is authorized to provide Lifeline service under the Gen Mobile brand. The Lifeline Program ("Lifeline") is a government assistance program that provides discounted telephone services to eligible households funded by the Federal Universal Service Fund. A household means adults and children who are living together at the same address as one economic unit. An economic unit includes all adults (persons at least 18 years old unless emancipated) contributing to and sharing the household's income and expenses. Only one discount per eligible household is permitted and is nontransferable to another person. The discount is tied to a single, primary residential address. Any household that violates the one discount per household rule or knowingly or willingly provides false information to obtain the Lifeline discount will lose its discount or will be banned from Lifeline and may be prosecuted by the government. There are two ways to qualify for the Lifeline discount: Program-Based or Income-Based. Program-Based qualification requires someone in the household to be enrolled in a public assistance program such as Medicaid, SNAP, Supplemental Security Income (SSI), or other qualifying government programs. Income-Based qualification requires the household's total annual gross income is at or less 135% of the Federal Poverty Guidelines. The National Verifier administered by the Universal Service Administrative Company ("USAC") will determine whether the household meets the eligibility requirements to participate in Lifeline. Many factors beyond Gen Mobile's control (such as network problems or congestion, signal strength, structures, weather, geography, etc.) may affect the customer's ability to make and receive calls on the customer's wireless device, the quality of those calls, and the speed of the customer's service. As a result, the customer's service, including calls or attempted calls to emergency services like 911, may be interrupted, may fail, or result in dropped or blocked connections, become unavailable, service speeds are slow, or call quality at times may be poor. Go to genmobile.com for Gen Mobile's terms & conditions, including the full restrictions for Lifeline, and wireless service plans.



FREE MOBILE SERVICE

See if you qualify for the
South Dakota Lifeline
Program with Gen Mobile!



Apply Today

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EXHIBIT D: PARTNER CARRIER LETTER



VIA EMAIL: kim@pwgns.com

September 16, 2022

Kim Corrigan, VP
Prepaid Group Wireless, LLC
6100 Executive Blvd., Suite 202
Rockville, MD 20852

Dear Ms. Corrigan:

Please accept this correspondence in response to your request that T-Mobile USA, Inc. (“**T-Mobile**”) provide information to further enable Prepaid Wireless Group, LLC (“**PWG**”) and/or a Third Party Reseller in its efforts to seek and receive approvals to be deemed an eligible telecommunications carrier for Lifeline Only purposes.

You have asked specifically about the ability of the T-Mobile network to operate in an emergency within our existing network footprint. Accordingly, please be advised that T-Mobile has a reasonable amount of back-up power to ensure functionality without an external power source, is able to re-route traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations. To the extent that PWG is a MVNO relying upon the T-Mobile network or PWG’s Third Party Reseller is a sub-MVNO relying upon the T-Mobile network, these capabilities will benefit PWG and its Third Party Resellers customers.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jay Blessing', with a long horizontal flourish extending to the right.

Jay Blessing
Manager of Disaster Recovery

cc: PWG, Shannon Rice @ shannon@pwgns.com
Wholesale-PWG@t-mobile.com



June 1, 2022

Mr. Len Cali
Senior Vice President, Global Public Policy
AT&T Mobility
1120 20th Street, NW
Suite 1000
Washington, DC 20036

Dear Len:

Congratulations! This letter is to notify you that AT&T Mobility has completed the recertification process for the CTIA Business Continuity/Disaster Recovery Program ("Program") for the period July 1, 2022– June 30, 2023. CTIA deems AT&T Mobility is compliant with the principles and objectives of the Program and confirms AT&T Mobility has recertified that it has implemented and maintained the requirements set forth in the Program.

Please ensure that the relevant employees of AT&T Mobility are aware of your recertification status. If you should have any questions concerning the certification process, please contact Kathryn Dall'Asta, CTIA's Deputy General Counsel, at (202) 736-3677 or kdallasta@ctia.org.

CTIA commends AT&T Mobility for its ongoing leadership and participation in the CTIA Business Continuity/Disaster Recovery Program, and we look forward to continuing to work with AT&T Mobility on this important industry initiative.

Sincerely,

A handwritten signature in blue ink that reads "Kathryn Dall'Asta".

Kathryn Dall'Asta
Deputy General Counsel

cc: Elizabeth King
Senior – Service Continuity, CBCP, ISO Certification Program
AT&T Corporate Business Continuity Planning