

CALIFORNIA PUBLIC UTILITIES COMMISSION

Communications Division Advice Letter Summary Form

Date AL served on parties:	CPUC Utility Number U - - C
Company Name:	GRC-LEC URF-Carrier CMRS
Address:	Commission Resolution Requested Carrier of Last Resort (See D.96-10-066)
City, State, ZIP:	AL Tier I II III
Filing AL #:	Requested Effective Date:
Information-Only	

	Name:	Email Address:	Phone No.:
Filer			
Certif.			

(Name, email address & Phone number are **Required** for "Filer")

Keyword: _____ For Contract Keyword, Type: Government Other
 Date Executed _____ Contract Total Rev (\$) _____

Subject of filing: _____
 (Service(s) included)

Authorization for filing: _____
 (Resolution #, Decision #, etc.)

Tariff Schedules: _____ **No. of Sheets:** _____

Affected services: _____
 (Other services affected, pending or replacement AL filings)

Rate Element(s) affected and % change: _____
 (Non-recurring and / or recurring)

Customer Notice Required (if so, please attach)

Notes/Comments: _____
 (Other information & reference to advice letter, etc.)

<p>File Protest(s) and/or Response(s) to: Advice Letter Coordinator, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 VIA EMAIL ONLY (DO NOT MAIL HARD COPY)</p>	<p>Email to: TD.PAL@cpuc.ca.gov Protests must be served to the Communications Division (TD.PAL) and the Utility on the same day Refer to GO 96-B 7.4 for additional information</p>
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(FOR CPUC USE ONLY) rev. 12/24/19

(Date Filed / Received Stamp by CPUC Industry Division)	Utility Type:	Supv. / Analyst _____ / _____
		Due Date to Supv.: _____
		CD Suspension Requested: Yes, see attached
	Logged In:	Analyst Completion Date: _____
		Supervisor Completion Date: _____
	Logged Out:	Disposition: Accepted Withdrawn Rejected
		AL / Tariff Effective Date: _____
		Resolution No.: T- _____
		Notes: _____



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May 13, 2024

Sequoia Wireless, LLC (U-4565-C)
Advice Letter No. 7A Supplement

Director Robert Osborn, Communications Division
505 Van Ness Avenue
San Francisco, CA 94102
Re: Revised submission to reflect legal name change

Pursuant to GO 153(3.4.2), Sequoia Wireless, LLC (U-4565-C), dba Sequoia Wireless (Sequoia Wireless) submits this Advice Letter Supplement No. 7A to reflect the legal name change from Join LifeLine, LLC to Sequoia Wireless, LLC in its submission to request authorization to be a California LifeLine Service Provider.

The attached submission of this advice letter supplement reflects the name change as the revision made to the version filed on February 8, 2024.

This advice letter is submitted as a Tier-3 filing in accordance with GO 153(3.4.2). Sequoia Wireless requests this advice letter become effective 30 days following the submission date, June 12, 2024. Included in this filing is a copy of the application to request authorization to offer LifeLine Service in California as a Wireless LifeLine Service Provider.

In compliance with G.O. 96-B, we served a copy of this advice letter via email to the parties identified on the attached CPUC Advice Letter Service List for the category of "Changes in rates, terms and conditions of service, or initiation of new service" on May 13, 2024. If there are any questions regarding this advice letter, please call Indy Nelson at 510-342-6503 or via email [indy@sequoiawireless.com].

Anyone may protest or respond to this advice letter, which was filed on May 13, 2024, by sending a written protest or response via email [TD._PAL@cpuc.ca.gov] to the Advice Letter Coordinator, Communications Division (CD). If submitting a protest, the protest must set forth the specific grounds on which it is based, including supporting information or legal arguments. A protest or response to the AL must be submitted to CD within 20 days of the AL's date of submission and served on the carrier on the same day.

Email a copy of the protest or response to this Advice Letter to Indy Nelson [indy@sequoiawireless.com]. To obtain information about CPUC's procedures for Advice Letters and Protests, visit CPUC's website at www.cpuc.ca.gov and look for links to General Order 96-B.

Sincerely,

A handwritten signature in black ink, appearing to read "Indy".

Indy Nelson, MBA
CEO AND PRODUCT ARCHITECT
SEQUOIA WIRELESS, LLC



NOTE: If you want to be removed from a list, please send an email to: telcoadviceletterservice@cpuc.ca.gov

Select another list

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1) Request authorization as California LifeLine Service Provider

Sequoia Wireless, LLC (U-4565-C), dba Sequoia Wireless (Sequoia Wireless), a wireless reseller, requests the Commission to consider granting authorization as a California LifeLine Wireless Service Provider to provide only California LifeLine discounted prepaid wireless telephone services to eligible low-income households throughout California, where its underlying carrier T-Mobile, provides wireless service as indicated in Attachment C.

Sequoia Wireless seeks California LifeLine support only and does not seek federal Lifeline fund support at this time. If authorized, Sequoia Wireless would be the telephone service provider, and add California LifeLine wireless services, as approved by the CPUC. Sequoia Wireless is authorized to provide telecommunications services in California and is an approved participating provider in the Affordable Connectivity Program (“ACP”).

Included is a Schedule of Rates and Charges (Attachment B) that reflect the requirements set forth in PUC § 871 et seq., GO 153, D.14-01-036, and D.10-11-033. We understand the regulatory requirements of participating in the California LifeLine Program, and when able, will go beyond what the statute requires to provide service differentiation.

2) Company Overview

Sequoia Wireless is a telephone corporation as defined by PUC § 234 with its principal office located at 29034 Westbourne Court, Hayward, California, 94544.

On June 7, 2023, the Commission granted Sequoia Wireless (U-4565) a Wireless Identification Registration (“WIR”) to operate as a Commercial Mobile Radio Service (“CMRS”) to offer resold wireless services to the public in California.

On February 8, 2024, Sequoia Wireless filed Tier 3 Advice Letter AL 7 to the CPUC requesting authorization to be a California LifeLine Service Provider to offer discounted prepaid wireless telephone services to eligible households in California. We served a copy of this advice letter via email to the parties identified in the CPUC Advice Letter Service List for the category of “Changes in rates, terms and conditions of service, or initiation of new service”.

Sequoia Wireless is current with payment of the annual CPUC User Fees and Public Purpose Program surcharges and will continue to remain current with its payments. Sequoia Wireless understands that failure to comply may lead to enforcement action including, but not limited to, revocation of Sequoia Wireless’s WIR, authority to operate as a California LifeLine provider, and denial of California LifeLine reimbursements.

Sequoia Wireless currently has 89 Tribal Households enrolled in ACP and is fully operational with a public facing website [sequoiawireless.com]. We commit to submitting to the CPUC California LifeLine Staff for review and approval prior to publication and distribution all marketing material, posters and brochures, and call center scripts.

3) Proposed prepaid wireless plans for California LifeLine support

- 1. Standard Plan – California LifeLine Unlimited Talk, Text & 6 GB for \$0 per month (free handset) Retail Price: \$30.00**

- ⇒ Refer to Attachment A for California LifeLine Plans Comparison Chart.
- ⇒ Refer to Attachment B for Schedule of Rates and Charges – Sequoia Wireless Plans.
- ⇒ Refer to Attachment D for California LifeLine Terms and Conditions.
- ⇒ Sequoia Wireless proposes to offer one plan at this time and does not seek federal Lifeline fund support at this time. We propose to offer a company discount of \$11.00 equal to the difference between monthly California LifeLine support (\$19.00) and monthly federal Affordable Connectivity Program support (\$30.00). If funding of ACP is not extended, and the program ends, we would notify the Commission of a reduction of our monthly plan regular rate to become \$9.25 above the California LifeLine discount and provide a company discount of \$9.25 as equal to the federal Lifeline fund support, ensuring no change in the Discounted Rate of the California LifeLine plans to stay at \$0.00 for subscribers.
- ⇒ Furthermore, Sequoia Wireless’s rate plans are subject to a \$39 activation fee, which would be waived for California LifeLine participants. Sequoia Wireless will seek the \$39 activation reimbursement from the California LifeLine Program no more than twice annually per eligible California LifeLine household, pursuant to D.14-01-036.

4) Description of Network Service

We obtain wireless network access¹ as an approved Mobile Virtual Network Operator (“MVNO”) of T-Mobile Wholesale (“TMUS”), with a contractual reseller agreement to purchase wireless telecommunications services from PWG Network Solutions (“PWG”), a Mobile Virtual Network Aggregator (“MVNA”). In addition, PWG provides integrated communications solutions including MVNO enablement, cellular carrier access aggregation, and voice/text/data services to connect with. We provide retail broadband Internet access service to end-users, provided by the Underlying Carrier² T-Mobile US, Inc. on the Global System for Mobile Communications (“GSM”) standard.

5) Description of Core Systems

We have a contractual software license and billing systems support agreement with Telgoo5 to access and utilize their billing and software system for customer billing, operations, and support for Sequoia Wireless’s wireless prepaid mobile phone subscribers. This includes Wholesale Carrier Connectivity with PWG to access the Network Switching Subsystem (“NSS”). Telgoo5 provides the technical expertise to properly integrate, configure and provision our Core Systems comprised of Business Support System (“BSS”), Operations Support System (“OSS”), and NSS. Telgoo5 would be our Service Provider to integrate with the California LifeLine Administrator’s systems and ensure the provisioning process is consistent with and in compliance with the enrollment process, validation checks, transmission requirements, and efforts to prevent waste, fraud, and abuse.

¹ Defined as the “Underlying Carrier Network” means the wireless network accessible to subscribers.

² “Underlying Carrier” is the Mobile Network Operator (“MNO”), also referred as a facilities-based provider, that is relied upon to provide the network for wireless connectivity for service offering.

6) Offering to Transition ACP Service to California LifeLine Service

The Affordable Connectivity Program (“ACP”) was passed by Congress as part of the Infrastructure Investment and Jobs Act in 2021. The Infrastructure Act provided \$14.2 billion for this FCC benefit program. Similar to the federal Lifeline Program and California LifeLine Program, the objective of ACP is to ensure that households can afford the broadband they need for work, school, healthcare, and more.

Since the start of ACP in January 2022, nearly all of the \$14.2 billion has been disbursed with 25 million households enrolled. Without congressional funding, the program will likely end on April 30, 2024.

With 2.9 million California households enrolled in ACP through 85 participating providers, the problem that will arise is millions of low-income Californian households abruptly losing their discount and/or service, causing undue hardship across the state. As only 15% of ACP participating providers are approved to offer California LifeLine, a majority of providers will have no option but to charge retail rates or discontinue service.

Sequoia Wireless’s strategy is to duly determine eligibility and enroll subscribers in both ACP through the National Verifier (“NV”) and the National LifeLine Accountability Database (“NLAD”) and the California LifeLine Program through California LifeLine Administrator’s systems to allow for a seamless transition when ACP ends. Those enrolled in broadband-only ACP plans would not be eligible for the California LifeLine Program. By provisioning their account and setting them up with service, there would be no additional steps needed as they would already be enrolled in both California LifeLine and ACP. Pursuant to D.23-06-003, we would not seek monthly SSA support from the California LifeLine program for those duly enrolled in ACP plans but would seek reimbursement for the \$39 Activation Fee and per-subscriber administrative support amount of up to \$0.50 per Subscriber.

As a California LifeLine provider, we would offer new subscribers the ability to enroll in California LifeLine and the Affordable Connectivity Program. For our 106 current subscribers, we would provide them outreach informing them that they can enroll in California LifeLine to allow them the benefits of ensuring they will have continued service once ACP ends.

Lastly, this strategy of publicizing the availability of California LifeLine service, pursuant to the rules set forth in D.14-01.036, in a manner reasonably designed to reach those likely to qualify for the service is consistent with 47 C.F.R. § 54.405(b), provides the ability to market and outreach to largely the same demographic as nearly all those eligible for ACP are also eligible for California LifeLine. In addition, as an approved provider in both programs, we would continue to expand our high degree of institutional knowledge between the two programs, ensuring that our marketing and selling methods are consistent with D.14-01.036 and 47 C.F.R. § 54.405(b).















7) Commitment to Tracking Customer Satisfaction

Metrics and feedback are valuable methods to illustrate how customers are reacting to the products and services offered. Of the 13 California LifeLine Wireless Service Providers,

eight had profiles on Trustpilot, with only one provider ranked as excellent.³ Sequoia Wireless would start building our brand recognition by incorporating Trustpilot into our customer engagement. We do this by integrating Trustpilot API into our process, which would send requests for reviews to customers. This will provide our customers the ability to share their customer-centric experience with others. We have already created a profile on Trustpilot⁴ and are listed among 300 other telecommunication service providers. Our first milestone will be reaching 250 reviews while having a TrustScore above 4.3, while our long-term goal is to join the ranks with TruConnect as a highly trusted telecommunication service provider.

We are Accredited with the Better Business Bureau (“BBB”) and a funding member of the National Lifeline Association (NaLA). Over time, this will add credibility to our products and service, with a long-term focus to reach an A+ rating. BBB boosts consumer confidence that the business has ethical and fair practices, and when things go wrong, we can be relied upon to fix them.

a. Table 1: Comparison of BBB Accreditation and Trustpilot⁵

Service Providers	 ACCREDITED BUSINESS	Complaints	★ Trustpilot	TrustScore Review
	not accredited	32 last year	verified	2.6 score 4 reviews
	not accredited	105 last year	unclaimed	2.8 score 3 reviews
	not accredited	3 last year		
	not accredited	3,180 last year	unclaimed	1.4 score 234 reviews
	not accredited	30 last year		
	accredited	21 last year		
	not accredited	1 last year		
	not accredited	5 last year	unclaimed	3.0 score 6 reviews
	accredited	407 last year	unclaimed	1.7 score 38 reviews
	not accredited	9 last year		
	accredited	14 last year	unclaimed	2.1 score 13 reviews
	not accredited	7 last year	unclaimed	0.0 score 0 reviews
	accredited	113 last year	verified	4.3 score 6,814 reviews

8) Commitment to Proactive Complaint Resolution

³ TruConnect has a TrustScore of 4.3 on 6,814 reviews.

⁴ Sequoia Wireless public profile on Trustpilot: www.trustpilot.com/review/sequoiawireless.com

⁵ Data from May 20, 2023.

Sequoia Wireless is committed to consumer satisfaction by solving issues before they arise. When issues do occur, we offer excellent customer support through a California-based customer call center with an in-house Customer Support team. We currently offer support from Monday to Friday between the hours of 9 am to 5 pm at 800-487-4975.

The Consumer Affairs Branch (“CAB”) is responsible for resolving appeals and billing issues for California LifeLine participants. CAB received 905 complaints related to California LifeLine Service Providers in 2022. Table 2 shows a breakdown of complaints. We derive the average subscriber count from California LifeLine Subscribers by Carrier as reported by Maximus in 2022. We can see that 0.09% of California LifeLine Subscribers submitted complaints (i.e., 1 per 1,120 Subscribers). Most complaints were related to two Service Providers while the remaining eleven had 176 complaints (i.e., 1 per 2,784 Subscribers).

Through our customer support channels, we aim to satisfy 99.99% of our Subscribers, with our business success metric to be 0.01% percentage of Subscribers submitting complaints to the CAB. We categorize a “complaint” as having grief, pain, or dissatisfaction with our services. Our Support Team aim to pinpoint and resolve problems before they arise (proactively) such as when a customer’s allocation of high-speed data has been used for the month, resulting in throttled speed. Our process identifies these potential pain points and actions on those by sending a message to the customer notifying them of their data usage. When a customer contacts our customer call center, and we are able to resolve their issue, we would not classify this contact as a “complaint” as the customer had a successful outcome. If the issue was unresolved causing dissatisfaction, and they choose to submit a written complaint, we would categorize this as a “complaint”. We include in our process a focus to resolve every customer contact, asking the customer if their issue was resolved. We also request their feedback on if the issue was resolved. We invest significantly in providing a white glove experience to timely address all issues. This increases customer retention and prevents the need for customers to reach out to CAB.

a. Table 2: Complaints Related to LifeLine Service Providers in 2022

Service Provider	Complaints	Subscribers	Percentage
assurance	268	369,737	0.07%
TRACF@NE	461	153,722	0.30%
Other Providers	176	490,124	0.04%
Totals	905	1,013,583	0.09%

9) Commitment to CTIA Consumer Code for Wireless Service

Sequoia Wireless is committed to Consumer Protection by abiding by all applicable state and federal consumer protection, including GO 168, which is the Consumer Bill of Rights Governing Telecommunications Services, and will comply with the CTIA-The Wireless Association’s Consumer Code for Wireless Service, as it is amended, and comply with directions to carriers regarding unlocking of phones.

Sequoia Wireless certifies our compliance with all applicable service quality standards and

consumer protection rules, e.g., the Cellular Telecommunications and Internet Association’s Consumer Code for Wireless Service (“CTIA Consumer Code”). Sequoia Wireless commits to comply with each of the twelve sections of the CTIA Consumer Code to ensure that the Company offers its subscribers the highest level of consumer protection and quality service. The Company’s pledge to provide quality service and to comply with the CTIA Consumer Code confirms its commitment to satisfy all the consumer protection and service quality standards applicable to California LifeLine services. Sequoia Wireless has implemented policies so that it complies with each of the twelve points of the CTIA Consumer Code as followed:

- 1. Discloses rates and terms of service to consumers**
 - ⇒ We disclose all rates and terms of service on our website in accordance with each of the twelve parts outlined in the CTIA Consumer Code.
- 2. Make available maps showing where service is generally available**
 - ⇒ We include a feature on our website [sequoiawireless.com/coverage] that aligns with the provisions of this section. The functionality allows a consumer to enter a service address to see the coverage area provided with a legend included.
- 3. Provides contract terms to customers and confirm changes in service**
 - ⇒ Our no-contract service plans require customer confirmation in order to proceed with new service or change in existing service.
- 4. Provides a trial period for new service and discloses early termination fees**
 - ⇒ As we are not providing postpaid service plans, and in accordance with the limitations of subsidized government benefit plans, it would not be possible to offer a trial to a customer. A customer may cancel their service without an early termination fee or a usage charge at any time pursuant to program guidelines.
- 5. Provides specific disclosures in advertising**
 - ⇒ We provide disclosures in advertising in accordance with program requirements.
- 6. Separately identify carrier charges from taxes on billing statements**
 - ⇒ As we do not charge the customer for services, due to submitting for reimbursement through the applicable program, there is not a need to provide a billing statement to our customers.
- 7. Provides customers the right to terminate service for changes to contract terms**
 - ⇒ We will provide a 30-day notice of any proposed modification that could affect a customer’s service plan.
- 8. Provides ready access to customer service**
 - ⇒ Customers have several options to gain access to customer support. They can dial 611 on their device, dial our toll-free support telephone number, send a message via email, or communicate with our support staff via our website chat capabilities.
- 9. Promptly responds to consumer inquiries and complaints received from government agencies**
 - ⇒ We will respond to each consumer inquiry within 48 hours and to respond to written consumer complaints from any agency within 30 days.

10. Abides by policies for protection of customer privacy

- ⇒ We will abide by the privacy of the customer information in accordance with the California Consumer Privacy Act (“CCPA”) and will provide consumer rights on our website at sequoiawireless.com/privacy.

11. Provides consumers with free notifications for voice, data, messaging usage, and international roaming

- ⇒ We provide free notifications at certain thresholds related to their data allowance usage for the month. We provide unlimited voice and message as standard. At this time, we are not offering international roaming services.









12. Mobile wireless device unlocking

- ⇒ We never lock our devices (i.e., all of our devices are unlocked by default). We provide a notice of our devices always being unlocked within our disclosures.

10) Social Media Engagement

Generating brand value is pivotal to establishing loyalty and community trust. Through an all-in-one social media management platform, powered by Hootsuite⁶, we will generate powerful content for the California LifeLine Program. We launched our social media accounts in November and have thousands of followers across Facebook⁷, Instagram⁸, LinkedIn⁹, and Twitter¹⁰. Within the platform, there is a Unified Social Inbox feature, that integrates all four social media networks into one place, to easily manage all incoming social media messages, comments, and reply to reviews and posts.

a. Table 3: Comparison of Social Media Presence¹¹

Service Provider	facebook	Instagram	Linked in	twitter
	587 followers	1.4k followers	220 followers	99 followers
	32.8k followers	8.5k followers	46 followers	247 followers
	20 followers			125 followers
	57.4k followers	1.5k followers		2.9k followers
	3.4k followers		192 followers	21 followers
	287 followers	295 followers	4.1k followers	59 followers
	138 followers	787 followers	54 followers	
	13k followers	649 followers	448 followers	209 followers

⁶ Hootsuite has close to 1,000 staff members with 16 million users in over 175 countries.






⁷ Facebook page www.facebook.com/sequoiawireless

⁸ Instagram page www.instagram.com/sequoiawireless

⁹ LinkedIn page www.linkedin.com/company/sequoiawireless/

¹⁰ Twitter page twitter.com/sequoiawireless

¹¹ Data from May 23, 2023

 SafeLink	901 followers			
 SafetyNet	811 followers			
 standUP	17k followers	674 followers	832 followers	154 followers
 TAG mobile	40k followers	314 followers	639 followers	364 followers
 TruConnect	58.7k followers	12.3k followers	7.3k followers	2.5k followers

11) Public Interest Determination and California LifeLine Background

Designating Sequoia Wireless as a California LifeLine provider will serve the public interest because it increases consumer choices for low-income populations in a wide service area.

The California Legislature directed the CPUC to ensure the California LifeLine Program has consumer protection in place and is competitively neutral.

During the past 4 years¹², the California LifeLine Wireless subscriber count has seen a negative 8.92% compound annual growth rate (“CAGR”). In April 2023, Wireless Subscriber Count reached an eight-year low at 949,702. Within the past 4-years, only two new Wireless Service Providers were authorized and have since enrolled subscribers¹³. In Resolution T-17499¹⁴, it was anticipated that by FY 2016-17, there would be at least 20 California LifeLine wireless providers participating in the program. As of FY 2023-24, there were 13 California LifeLine wireless providers authorized with enrolled subscribers in the program.

According to the California LifeLine Program Assessment & Evaluation (“CLPAE”)¹⁵, there are 3,785,766 eligible households in California. As of April 2023, California LifeLine had a total enrollment of 1,115,841. This equates to a 29.5% participation rate. In comparison, CalFresh had a 70% participation rate.¹⁶

CPUC asserts in D.10-11-033¹⁷ that the Commission has long considered the 95 percent¹⁸ subscribership goal as the best measure of affordability when evaluating universal service programs, including California LifeLine. Experimental data from the 2020 ACS show that while 94% of Californian households overall had internet access of any kind, including via cell phone, access lowers to 80% for Latino households, 83% for Black households, and 76% for those households with annual income below \$50,000 (76%). Households headed by non-college graduates (80%) were less likely to report access in 2020 and are more likely to be

¹² From May 2019 California LifeLine Wireless enrollment of 1,380,295 to April 2023 California LifeLine Wireless enrollment of 949,702.

¹³ Excess Telecom, Inc. (Excess Telecom) (U-4476-C) in May 2021, and IM Telecom, LLC, dba Infiniti Mobile (U-4457-C) in June 2022.

¹⁴ Resolution T-17499. Approval of Fiscal Year 2016-2017 California LifeLine Program Budget dated 10/27/2015 with statistics as of July 31, 2015

¹⁵ estimates produced above by the national Lifeline TPA, reported in the California LifeLine Program Assessment & Evaluation, 2022, p. 26

¹⁶ See <https://www.fns.usda.gov/usamap#>

¹⁷ See, under Section 5.1, Methodology to Calculate California LifeLine Subsidy

¹⁸ See, Affordability Study of 2010, Volume 1, Table 1.16, and Volume 2, 6.1 through 6.5.

eligible for California LifeLine.¹⁹

12) California LifeLine Program Requirements

1. A valid, active operating authority issued by the CPUC

⇒ Sequoia Wireless was granted its Wireless Identification Registration (“WIR”) number U-4565-C on June 7, 2023.

2. Current in its remittance of CPUC User Fees and Public Purpose Program Surcharges

⇒ Sequoia Wireless is current and has had no lapses in collecting and remitting Public Purpose Program Surcharges and CPUC User Fees.

3. Their proposed offerings meet the CPUC’s LifeLine service elements

⇒ Refer to Section 16 titled “Service Elements” for information on how our proposed offerings meet each of the California LifeLine wireless service elements.

4. Disclosures, schedule of rates, and charges terms and conditions are thorough and consistent with state and federal rules

⇒ Refer to the attached schedule of rates and charges and terms and conditions (which includes disclosures). Each is thorough and consistent with state and federal rules.

5. Marketing and selling methods are consistent with D.14-01-036 and 47 C.F.R. § 54.405(b)

⇒ We attest that our marketing and selling methods are consistent with D.14-01-036 and 47 C.F.R. § 54.405(b).

⇒ Refer to Section 6: Offering to Transition ACP Service to California LifeLine Service” for more information on outreach related to transitioning from ACP service.

⇒ Refer to Section 10: Social Media Engagement to learn more about our commitment to generating brand value through social media engagement.

⇒ Sequoia Wireless will clearly label its approved wireless telephone service plans as “California LifeLine wireless service plans” and refer to the California LifeLine Program, where applicable, in Sequoia Wireless’s terms and conditions, disclosures, website, and marketing materials.

⇒ Sequoia Wireless will submit to the Commission for review and approval of all terms and conditions, disclosures, and marketing materials including, but not limited to, customer service representative scripts, internet marketing, and posters and brochures, prior to publication and distribution. We will submit this information to the CPUC California LifeLine Staff at CaLL_marketing@cpuc.ca.gov for review and approval prior to offering service, dissemination, and/or availability to the public.

6. Their provisioning process is consistent with and in compliance with the California LifeLine Administrator’s enrollment process, validation checks, transmission

¹⁹ See, <https://www.ppic.org/wp-content/uploads/jtf-californias-digital-divide.pdf>

requirements, and efforts to prevent waste, fraud, and abuse

- ⇒ We have a contractual software license and billing systems support agreement with Telgoo5 for billing and software systems. Telgoo5 currently provides core systems for several California LifeLine Wireless Providers. They provide expertise to provision our environments, setup the proper configurations and API integrations with the California LifeLine Administrator, and provide the system backend to align with the California LifeLine Administrator’s enrollment process, validation checks, transmission requirements, and efforts to prevent waste, fraud, and abuse.
- ⇒ Since Sequoia Wireless is offering prepaid wireless service, it is exempt from California LifeLine Program’s pre-qualification requirement.
- ⇒ Sequoia Wireless will work with the California LifeLine’s Administrator to enroll and determine eligibility before providing services in California.
- ⇒ Sequoia Wireless proposes to market and distribute new or refurbished data-capable handsets to California LifeLine participants in multiple ways: 1) online marketing, 2) in conjunction with ACP service in targeted campaigns in underserved communities, 3) employ a direct sales force and mature our independent sales agent channel to build relationships and establish partnerships with organizations, such as churches, to communicate directly to their membership to provide a deeper approach in how we connect with and enroll subscribers, 4) partner with County Social Service Agencies to integrate California LifeLine into their service offering, 5) provide a Subscriber Identity Module (“SIM”) card if subscribers use their own device, 6) mail the device when applicable.
- ⇒ Sequoia Wireless commits to comply with the California LifeLine Administrator’s enrollment and eligibility processes and will not seek reimbursement for the service until the customer is determined eligible, is properly enrolled in the California LifeLine Program, and has used their service (i.e., customer usage).
- ⇒ Sequoia Wireless will make all plans and handsets available to California LifeLine participants.
- ⇒ D.14-01-036 requires that the discount for the pre-paid telephone service begin with the date of application approval notification or the service activation date, whichever is later. Sequoia Wireless proposes to distribute handsets upon the consumer’s completion of the enrollment process.
- ⇒ Sequoia Wireless will utilize Telgoo5 electronic enrollment application, which will store and manage customer data for wireless California LifeLine service providers. They automate the process of gathering and analyzing data of California LifeLine customers for several service providers that provide California LifeLine services.
- ⇒ Prior to submission to the California LifeLine Administrator, Sequoia Wireless will use the Status Code 53 Process²⁰ for its sales channels, including in-person enrollment.

²⁰ The Administrator developed a special process, “Status Code 53 Process,” for telephone service providers offering pre-paid telephone services waiving the pre-qualification requirement. The Status Code 53 Process requires California LifeLine providers to send an updated record with the Service Start Date and telephone number to the Administrator. California LifeLine providers are only supposed to send this particular type of update record after confirming the consumer has made an outbound call.

- ⇒ Sequoia Wireless understands that, if granted authorization, we would be in the preliminary stages of becoming and operating as a California LifeLine provider. We are committed to working closely with the Administrator and CPUC Staff to finalize our provisioning process and solidify its understanding of the program's processes prior to launching California LifeLine services.

13) California LifeLine Plans Comparison Chart

1. Attachment A provides the California LifeLine Plans Comparison Chart.
2. There are no additional retail plans that meet or exceed the California LifeLine service elements which the submitted Comparison Chart does not include.
3. Proposed California LifeLine wireless service plans would be offered on a pre-paid basis.
4. Attachment B provides Sequoia Wireless's Schedule of Rates and Charges.

14) California LifeLine Terms and Conditions, Disclosures, Policies

1. Attachment D provides our California LifeLine Terms and Conditions and Disclosures.
2. Attachment E provides our Accessibility Policy including Hearing Air Compatibility and Telecommunications Relay Service (TRS).
3. Attachment F provides our California Emergency Relief Plan, filled with CPUC on July 5, 2023, under Advice Letter 2.
4. Attachment G provides our Open Internet Policy.
5. Attachment H provides our Privacy Policy.
6. Attachment I provides our Website Terms of Use.

15) Affirmative Statements of Compliance

Pursuant to the Commission's February 14, 2014, Guidance for Service Providers Interested in Offering California LifeLine Wireless Services Consistent with Decision 14-01-036, Sequoia Wireless affirmatively agrees to the following commitments:

1. Sequoia Wireless will comply with the CPUC's rules, orders, and decisions, including General Order 153 and Decision 14-01-036, and the California Public Utilities Code.
2. All plans, including bundled service, promotional service, and family plans, that meet or exceed the minimum service elements and are consistent with California LifeLine rules will be eligible for the California LifeLine discounts.
3. Sequoia Wireless will make available to California LifeLine participants all handsets on the same basis as to retail customers.
4. Sequoia Wireless will provide free, unlimited access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine service was originally sold or marketed. Calls to the provider's customer service shall not count against the participant's allotted voice minutes or number of calls.

5. Sequoia Wireless will provide free, unlimited access to 611 for service provider billing and repair services without counting these calls to 611 against the participant's allotted voice minutes or number of calls.

Additionally, Sequoia Wireless will provide California LifeLine subscribers with all required disclosures as identified in the Commission's resolutions and in the California LifeLine Order. A draft of these disclosures is provided with our California LifeLine Terms and Conditions in Attachment D from Page 10 on.

16) CPUC Authority to Offer Telecommunications Services in California

Pursuant to the Commission's February 14, 2014, Guidance for Service Providers Interested in Offering California LifeLine Wireless Services Consistent with Decision 14-01-036, provide answers to the following five questions:

- 1. Is the CPUC-designated WIR holder also an ETC**
 - ⇒ Sequoia Wireless, LLC (U-4565-C), dba Sequoia Wireless (Sequoia Wireless) is not an ETC.
- 2. If the WIR holder is a federal Lifeline wireless ETC, will the currently approved federal Lifeline wireless plans still be offered in conjunction with the California LifeLine wireless plans identified below**
 - ⇒ Not applicable as Sequoia Wireless is not a federal Lifeline wireless ETC.
- 3. Indicate the date the CPUC granted the WIR**
 - ⇒ Sequoia Wireless was granted its Wireless Identification Registration ("WIR") number U-4565-C on June 7, 2023.
- 4. Does the WIR holder have any lapses in collecting and remitting any public purpose program surcharges and CPUC user fees**
 - ⇒ No, Sequoia Wireless is current and has had no lapses in collecting and remitting Public Purpose Program Surcharges and CPUC User Fees.
- 5. Identify whether the California LifeLine wireless services of which are the subject of this advice letter will be provided as part of the service provider's COLR obligations**
 - ⇒ All proposed plans meet or exceed the minimum service elements and are consistent with California LifeLine rules. Sequoia Wireless would apply the applicable support to the plan chosen by the California LifeLine Subscriber. Additionally, the California LifeLine Service elements do not alter any of the responsibilities adopted for Carriers of Last Resort ("COLR") in D.12-12-038, including the requirement that telephone service must work inside the Residence.

17) Additional Regulatory Compliance

1. Bring your own Device

- ⇒ In accordance with GO 138 § 1.5, we will maintain a list of customer-provided

equipment that is compatible with our underlying carrier’s network. Compatible devices are defined as a Bring Your Own Device (“BYOD”). Upon request by the Commission, we would provide a list of devices applicable to be connected to our underlying carrier’s network and minimum specifications for the connection of customer-provided equipment.

2. Wireless Coverage Map

⇒ In accordance with GO 133-D § 5, we provide a wireless coverage map on our website at sequoiawireless.com/coverage to show where users may expect to receive coverage. Refer to Attachment C for Sequoia Wireless’s LTE Service Area.

3. File and Maintain Schedules

⇒ In accordance with D.12-12-038, Sequoia Wireless will file and maintain schedules with the Commission by a Tier 2 Advice Letter for our basic service offerings, which will include basic service rates, charges, terms, and conditions. These will also be made publicly available via our website.

4. Nondiscriminatory Basis

⇒ In accordance with D.12-12-038, Sequoia Wireless will offer service plans on a nondiscriminatory basis to all residential households within our defined service territory.

5. Never a Contract or Early Termination Fee

⇒ In accordance with D.12-12-038, Sequoia Wireless’s basic service will never have a contract nor early termination penalties and be offered on a monthly basis.

18) In-Language Customer Service Support for California LifeLine Service

1. Identify the basis upon which the in-language customer service support will be provided to California LifeLine participants

⇒ Built into our customer-facing website²¹ will be a translation API, such as Weglot²², that will detect and translate all website content into all ten offered foreign languages: Spanish, Vietnamese, Tagalog, Mandarin, Laotian, Korean, Japanese, Hmong, Cantonese, and Cambodian. This also provides the content to be fully SEO-optimized, expanding the multilingual site to reach a wider audience of eligible households.

⇒ Identified in CLPAE²³ was the evaluation of Households with individuals who speak languages other than English as being disproportionately underserved in the state with an overall estimated enrollment rate of four percent of the eligible households²⁴. Of the California Wireless Service Providers, most offered Spanish,

²¹ Sequoia Wireless website is sequoiawireless.com

²² Weglot is a Translation as a Service provider that is trusted by more than 50,000 website owners

²³ California LifeLine Program Assessment & Evaluation, Appendix E. Review of LifeLine Service Provider Websites and Marketing Materials, subset titled “Language Accessibility”, p 132, Filled 5/20/22

²⁴ California LifeLine Program Assessment & Evaluation, p 9, Filled 5/20/22

but none offered other languages. We would be the first to offer website translation in all ten languages. There are approximately 528 thousand limited-English-speaking eligible households that are underserved in California.²⁵

2. Will the service provider be using the language in which the service provider sold the California LifeLine services as the basis? Yes or No.

⇒ Yes, when Sequoia Wireless enrolls subscribers in a language other than English as the basis, we will ensure the language used to enroll the subscribers is fully supported on our website and through our customer call center.

3. Will the service provider be using the language in which the service provider marketed the California LifeLine services as the basis? Yes or No.

⇒ Yes, when Sequoia Wireless markets to consumers in a language other than English, we will ensure the language used in the marketing is fully supported on our website and through our customer call center.

4. Identify the non-English languages in which customer service support will be provided by California LifeLine services

⇒ We will offer website translation in all ten offered foreign languages: Spanish, Vietnamese, Tagalog, Mandarin, Laotian, Korean, Japanese, Hmong, Cantonese, and Cambodian. We will also use technology in our call centers to provide the capability of real-time voice translation to better assist our subscribers.

5. Identify the methods of which California LifeLine Services will be marketed

⇒ Sequoia Wireless will market California LifeLine in conjunction with ACP service in targeted campaigns in underserved communities through mailers.

⇒ Employ a direct sales force and mature our independent sales agent channel to build relationships and establish partnerships with organizations, such as churches, to communicate directly to their membership to provide a deeper approach in how we connect with and enroll subscribers.

⇒ Partner with County Social Service Agencies to integrate California LifeLine into their service offering such as with CalFresh. When a customer is applying for benefits in the county office, the county could offer to help them apply for California LifeLine. This would target the right demographic of those eligible.

19) Service Elements of California LifeLine Wireless

The California LifeLine service elements for wireless telephone services are as follows²⁶:

²⁵ California LifeLine Program Assessment & Evaluation, p28, Filled 5/20/22

²⁶ **From Page 6** “General Instructions for the Schedule of Rates and Charges, Terms and Conditions, and Disclosures.” **Number 1** “Specifically denote where and indicate how in the included schedule of rates and charges, terms and conditions, and/or disclosures each proposed California LifeLine wireless service plan complies with each California LifeLine wireless service element in Appendix A-2 of General Order 153.” **From Memorandum Date:** February 14, 2014. **To:** Service List for Rulemaking 11-03-013, California LifeLine Program (California LifeLine) Administrative Committee Members, and California LifeLine Working Group Members. **From:** Public Utilities

1. The provider must offer Subscribers the ability to place and receive voice-grade calls over all distances utilizing the public switched telephone network or successor network

⇒ Listed on Page 7 of California LifeLine Terms and Conditions “Voice-grade access to the public switched network over all distances. Sequoia Wireless will provide, via resale of the network of T-Mobile, voice-grade wireless access to the Public Switched Telecommunications Network (“PSTN”). Voice-grade access to the public switched network is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications.”

a) The provider must, at a minimum, enable calls to be sent and received within a local exchange or over an equivalent or larger-sized local calling area

⇒ Listed on Page 1 of Schedule of Rates and Charges “Local Calls - Any call, text message or other connection made to a location in your local calling area.”

⇒ Listed on Page 6 of California LifeLine Terms and Conditions “Local Usage. As part of the voice-grade access to the PSTN, Sequoia Wireless provides unlimited minutes of use for local service at no additional charge to end-users. The FCC has determined that a carrier satisfies the local usage requirements when it offers customers rate plans containing varying amounts of local usage.”

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “2. Calls within a local exchange or over an equivalent or larger-sized local calling area. Sequoia Wireless offers its California LifeLine customers the ability to send and receive voice-grade calls within a nationwide coverage area, currently using T-Mobile wireless network. Domestic voice calls are not distance sensitive; a customer does not pay more for making a domestic long-distance call than for a call within their local exchange area.”

b) The provider must provide a voice-grade connection to the public switched telephone network or successor network

⇒ Listed on Page 1 of Schedule of Rates and Charges “Nationwide Domestic Long Distance - Any call, text message or other connection made to a location outside your local calling area.”

⇒ Listed on Page 7 of California LifeLine Terms and Conditions “Voice-grade access to the public switched network. Sequoia Wireless will provide, via resale of the network of T-Mobile, voice-grade wireless access to the Public Switched Telecommunications Network (“PSTN”). Voice-grade access to the public switched network is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications.”

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “3. Voice-grade connection to the public switched telephone network. Through its

wholesale agreements, Sequoia Wireless offers its California LifeLine customers the ability to send and receive voice-grade calls over all domestic distances (local and long distance) via a wireless voice-grade connection to the public switched telephone network.”

c) The provider must disclose to each Subscriber before activating service that they are entitled to a voice-grade connection and the conditions under which the Subscriber may terminate service without penalty if one cannot be provided

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “4. Disclosures regarding voice-grade connection. Each Sequoia Wireless California LifeLine participant is entitled to a voice-grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Sequoia Wireless customers are free to discontinue service at any time without penalty.”

d) If at any time, a Subscriber fails to receive a voice-grade connection and notifies the provider, the provider is required to (1) promptly restore the voice-grade connection, or if not possible (2) provide telephone service to that Subscriber using a different technology if offered by the provider and if the Subscriber agrees; or (3) allow the Subscriber to discontinue service within 14 days of service activation without incurring early termination fees, if applicable. The provider shall also refund in full any applicable Service Connection/Activation Charges and deposits if a Subscriber terminates service within three days of service activation, excluding national holidays. These rules also do not preclude the Subscriber from terminating service for any reason within 14 days of service activation without incurring early termination fees. Nothing in these rules alters or modifies the service obligation of a COLR to ensure continuity and functionality of Basic Service within the Residence.

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “5. Response to notification of no voice-grade connection. If, at any time, a participant fails to receive a voice-grade connection and notifies Sequoia Wireless, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by Sequoia Wireless and agreed to by the participant, or (3) allow the participant to discontinue service without penalty. Sequoia Wireless is committed to prompt and effective responses to customer notifications.”

2. The provider must provide free, unlimited access to 911 emergency services, in compliance with current state and federal laws and regulations

⇒ Listed on Page 2 of Schedule of Rates and Charges “911 – Emergency Services. Emergency call number based on location information available. \$0.00”

⇒ Listed on Page 8 of California LifeLine Terms and Conditions “Calls to 911 and customer service (by dialing 611) are free and do not count against available minutes, which are unlimited on our plans. Roaming and International calling is not permitted on any available Sequoia Wireless plan. International dialing is blocked. International text messages is not available.”

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions

“6. Free unlimited access to 911/E-911. Sequoia Wireless does not charge for calls placed to 911/E-911, nor do 911/E-911 calls utilize available minutes. In addition, 911/E-911 service is available for all activated handsets, regardless of whether there are minutes available for use under the plan.”

a) Each provider must provide its potential and existing customers information regarding its 911 emergency services, in compliance with current state and federal laws and regulations

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “3. 911 emergency services location accuracy and reliability standards as required in basic service element number 1.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device’s ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.”

3. The provider shall offer a choice of the following bundled voice and broadband California LifeLine plans with unlimited voice minutes and domestic text messaging:

a) Basic California LifeLine plan: at least 4.5 GB of broadband data per month, that meets or exceeds the Federal Communications Commission minimum service standard for speed

⇒ As our Standard plan provides 6 GB of broadband data for the same price as we would offer a 4.5 GB basic plan, there was no need to create a lesser plan for subscribers, as we want to provide the best value to our subscribers.

b) Standard or Family California LifeLine plan: at least 6 GB of broadband data per month, that meets or exceeds the Federal Communications Commission minimum service standard for speed

⇒ Listed on Page 3 of Schedule of Rates and Charges under “FEATURES AVAILABLE TO SEQUOIA WIRELESS PREPAID WIRELESS PLANS” including in the footnote “⁴At least FCC MSS (3G) Speed”

4. The provider may not assess a conversion charge or claim reimbursement when a Subscriber chooses to switch from one LifeLine plan to a different LifeLine plan offered by the same provider

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “Discounted Activation Fee - A one-time fee to activate service or transfer from another service provider.”
- ⇒ Listed on Page 5 of California LifeLine Terms and Conditions “Service Connection/Activation Charge - Sequoia Wireless’s service plans are subject to a \$39 activation fee, which is defined as a non-recurring charge, for the installation or activation of service and is charged to the Customer applying for such service. One of the benefits of the California LifeLine Program is a subsidy provided not more than charge twice per year to cover this charge. Sequoia Wireless will seek the \$39 activation reimbursement from the California LifeLine Program no more than two times annually per eligible California LifeLine household, in accordance with D.14.01-036. In the event a LifeLine participant is deemed ineligible for the Service Connection/Activation Charge waiver, Sequoia Wireless will provide a gesture of goodwill and discount the Service Connection/Activation Charge in the amount of \$39”
- ⇒ Listed on Page 8 of California LifeLine Terms and Conditions “All Sequoia Wireless California customers are subject to a non-recurring \$39.00 activation fee when initiating service with the Company or switching from another provider to the Company. Sequoia Wireless will not assess a conversion charge or claim reimbursement when a Subscriber chooses to switch from one LifeLine plan to a different LifeLine plan offered by us. If the customer is approved for California LifeLine by the California LifeLine Administrator, the customer will receive a \$39.00 discount back to their account. In the event the customer is not eligible for the discount, Sequoia Wireless will waive the fee out of goodwill.”

5. The provider must abide by the following additional billing provisions

a) The provider must offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements. The provider may offer added features and/or enhanced service elements without additional charge(s)

- ⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “1. Service Elements. Sequoia Wireless will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. As your cost would be the same without data services, all plans provide data services in alignment with California LifeLine.”

b) The provider shall apply the applicable California LifeLine discount to the Subscriber’s selected plan

- ⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “2. California LifeLine Discount. Sequoia Wireless will apply the applicable California LifeLine discount to each subscriber's selected plan.”

c) The California LifeLine eligible plans may be offered on a pre-paid or post-paid

basis

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “3. Pre-Paid Plans. Sequoia Wireless will offer California LifeLine-eligible plans on a pre-paid basis.”

d) The provider must offer California LifeLine discounted services on a non-discriminatory basis to any Customer residing within the service territory where the provider offers retail wireless telephone services. The provider must only provide California LifeLine discounts to Subscribers that are approved by the California LifeLine Administrator.

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “4. Non-Discrimination. Sequoia Wireless will offer California Lifeline discounted services on a nondiscriminatory basis to any customer residing within the service territory where the Company offers retail wireless telephone services. Sequoia Wireless will only provide California LifeLine discounts to participants that are approved by the California LifeLine Administrator.”

e) The provider shall not require contracts lasting more than two years for Subscribers; and the terms must be comparable to the provider’s retail customers for the same service and/or device, except as needed to comply with California LifeLine rules

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “5. Contracts. Sequoia Wireless will not require contracts. Sequoia Wireless offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to Sequoia Wireless’s retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.”

f) The provider may add features and/or enhanced services as part of its California LifeLine offerings if they meet or exceed the California LifeLine minimum standards set by the CPUC

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “6. Added Features and Enhanced Services. If Sequoia Wireless adds features and/or enhanced services as a part of its California LifeLine offerings, the offerings will meet or exceed the minimum standards set by the CPUC. As set forth in the Schedule of Rates, Sequoia Wireless offers a California LifeLine plan that meets or exceeds the minimum service elements and is not bundled with any video or data services.”

g) The provider must allow Subscribers to purchase additional broadband data

⇒ Listed on Page 3 of Schedule of Rates and Charges “Add additional data: \$5.00 denomination – 1 GB”.

⇒ Listed on Page 7 of California LifeLine Terms and Conditions “Top-Up Data. Sequoia Wireless will offer Subscribers the most favorable option of purchasing additional data from any comparable provider, when in comparison to the current Service Provider offerings. A Subscriber will have a simple single option to

purchase additional data at a 1 GB Top-Up level. The Subscriber will be able to enter and purchase the total number of GB they wish to purchase. For example, 5 GB of data would equate to purchasing a total of 5 items (each being of a 1 GB Top-Up). We will not limit the data to a 30-day usage but roll over the data to each subsequent month of service until used or until the service becomes inactive. The cost will be \$5.00 per 1 GB Top-Up, which is tied with Assurance in offering the lowest cost of offering additional data to a Subscriber. When you factor in the realization that the data does not expire, our Top-Up product simply separates us from the others in providing the best value and offering to Subscribers. In offering this most favorable offering, we determine this will be a loss leader, deriving the benefit from added satisfaction from our Subscribers.”

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “7. Purchase additional broadband data. Sequoia Wireless allows Subscribers to purchase additional broadband data.”

h) The provider shall not assess a fee to Subscribers for paying their bills in person by cash, check or other form of payment

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “9. Form of Payment Fee. Sequoia Wireless will not assess a fee to participants for paying their bills (i.e. paying for service) in person by cash, check, or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.”

i) The provider shall not assess a restocking fee to Subscribers for devices returned within three days of service activation

⇒ Listed on Page 3 of Schedule of Rates and Charges “Restocking Fee – A Charge to return handset. \$0.00.”

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “10. No Restocking Fee. Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.”

6. All handsets shall be available to Subscribers on the same basis as the provider’s retail Customers

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “11. Devices. Sequoia Wireless will offer all devices to participants on the same basis as the Company's retail customers.”

7. The provider must offer access to California Relay Service pursuant to Public Utilities Code § 2881 for deaf or hearing-impaired persons or individuals with speech disabilities

⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access - FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00.”

- ⇒ Listed on Page 6 of California LifeLine Terms and Conditions “Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. To learn more about this service, refer to our Accessibility Policy at sequoiawireless.com/accessibility.”
- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “12. Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), Sequoia Wireless will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.”
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)”

8. The provider must provide Subscribers free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services-related charges inadvertently or mistakenly incurred, or without authorization

- ⇒ Listed on Page 1 of Schedule of Rates and Charges “900/976 Call Block - A feature where outbound calls are blocked to 900 and 976 numbers.” \$0.00.
- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “13. 900/976 Information Services. Sequoia Wireless will provide participants free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services-related charges inadvertently or mistakenly incurred, or without authorization.”

9. The provider must provide access to operator services commensurate to its retail Customers. The provider must disclose any charges or fees associated with using operator services.

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Live - Operator Services. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Automated - Automated Operator. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Person-to-Person - Person-to-Person Operator Assisted. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”
- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).”
- ⇒ Listed on Page 12 of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to

operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”

10. The provider shall prominently disclose and disseminate terms and conditions, including their rates and fees, the charges, terms, and conditions associated with purchasing additional broadband data, 911 emergency services location accuracy and reliability standards as required in Basic Service element number I.2.(d) in Appendix A of Decision 12-12-038, potential service coverage and service quality issues, safety related considerations when handsets are removed from the home and when there is poor mobile reception, any charges associated with calling 800 or 800-like toll-free services, and the device’s condition if refurbished, the device’s applicability on other provider’s wireless networks if the Subscriber switches providers, and power back-up requirements for the system that supports California LifeLine wireless service including limitations due to power for equipment on towers or other facilities, e.g. that wireless telephone service may not work if the tower the wireless handset is trying to reach loses commercial or backup power. Additional disclosures must include the entitlement to a voice-grade connection, the conditions under which the Subscriber may terminate service without penalty, the charges or fees associated with using operator services, and the impact of terminating wireless service for contracts lasting more than one year, e.g., the Subscriber will be subject to the retail rates charged by the service provider and any applicable early termination fees.

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “3. 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device’s ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.”

11. The provider must provide access to local directory assistance

⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services - 411

gives you access to telephone numbers and addresses of business, government, and residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”

- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).
- ⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call.(See Schedule of Rates.)”

12. The provider shall offer and file a schedule of California LifeLine service rates and charges

- ⇒ Listed as Attachment B.

13. The provider must provide access to 800 or 800-like toll-free services and provide a full disclosure to the Subscriber concerning how charges for 800 or 800-like toll-free services would apply if the Subscriber does not subscribe to unlimited voice service.

- ⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “5. Access to 800 or 800-like toll-free services. The Company provides its customers with access to 800 or 800-like toll-free services. Under the Company’s business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates).”

14. The provider must provide free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. Calls to the provider’s customer service shall not count against the Subscriber’s allotted voice minutes or number of calls.

- ⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “11. Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company’s California LifeLine customers are provided free, unlimited access to Sequoia Wireless customer service either by dialing 611, dialing the toll-free customer service number [800-487-4975], or sending an email to support@sequoiawireless.com. Calls to the Company’s customer service do not count against the California LifeLine customer's allotted voice minutes.”

15. The provider must provide free, unlimited access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine was originally sold or marketed. Calls to the provider’s customer service shall not count against the Subscriber’s allotted voice minutes or

number of calls.

- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “12. Free, unlimited access to customer service representatives fluent in the same language in which California LifeLine was originally marketed and sold. At this time, the Company markets and sells California LifeLine service in English. The Company therefore provides English-speaking customer service operators through its customer service department, which may be accessed as described above.”

16. The provider must provide free access to Toll-Blocking Service

- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.”

17. The provider must provide free access to Toll-Control Service, but only if (i) the California LifeLine Service Provider is capable of offering Toll-Control Service, and (ii) the California LifeLine Subscriber has no unpaid bill for toll service

- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.”

18. The provider must provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program Subscribers or teletypewriter users

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “Deaf/Disabled Service - Second line available to deaf and disabled California LifeLine Subscribers. Based on plans selected. Note: Available to qualified deaf or disabled California Lifeline Subscribers.”
- ⇒ Listed on Page 4 of California LifeLine Terms and Conditions “The California LifeLine Program is a state government assistance program that provides discounted monthly phone services to eligible households. Proof of eligibility is required. Only one discount per household is allowed (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants).”
- ⇒ Listed on Page 4 of California LifeLine Terms and Conditions “Only one discount per family is permitted per residence address (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants).”

- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “14. Access to two California LifeLine telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users. The Company will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.”

19. The provider must provide free access to the California Relay Service via the 711 abbreviated dialing code

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access - FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00.”
- ⇒ Listed on Page 6 of California LifeLine Terms and Conditions “Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. To learn more about this service, refer to our Accessibility Policy at sequoiawireless.com/accessibility.”
- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “12. Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), Sequoia Wireless will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.”
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)”

20. The provider must provision access to public safety N11s (211, 311, 511, 711, 811 and 911). The provider must provide free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California LifeLine eligible plans

- ⇒ Listed on Page 1 of Schedule of Rates and Charges “211 – Information and referral service. Information and referral service. \$0.00”
- ⇒ Listed on Page 1 of Schedule of Rates and Charges “311 – Government Information. Non-emergency government service information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services. 411 gives you access to telephone numbers and addresses of business, government, and residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “511 – Transportation Information. Non-emergency government service information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “611 – Customer and Repair Service. Customer service and repair information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access. FCC

adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00”

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “811 – Call Before You Dig (CBUD) Information. CBUD information to protect pipes. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “911 – Emergency Services. Emergency call number based on location information available. \$0.00”
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “16. Access to Public Safety N11s. All of Sequoia Wireless California Lifeline plans will provide access to special service N11 numbers. D.14-01-036 requires free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California Lifeline eligible plans with 1,000 or more voice minutes, and notes that “Wireless providers may meet this obligation by offering these features on plans with 1,000 or more minutes, or by offering at least one plan with unlimited voice minutes that conform to this Decision, and which may include text, but not video or data” (see Attachment D of the Decision). Therefore, Sequoia Wireless will comply with Wireless Service Element number 19 by offering its Unlimited Talk & Text rate plan option (See Schedule of Rates.)”

21. The provider must provide free, unlimited access to 611 for service provider billing and repair services

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “611 – Customer and Repair Service. Customer service and repair information. \$0.00”
- ⇒ Listed on Page 8 of California LifeLine Terms and Conditions “Service includes countrywide coverage and access to voice mail, Caller ID, Call Waiting, Call Forwarding, and 3-Way Calling. There is no extra price for long-distance calls. Calls to 911 and customer service (by dialing 611) are free and do not count against available minutes, which are unlimited on our plans. Roaming and International calling is not permitted on any available Sequoia Wireless plan. International dialing is blocked. International text messages is not available.”
- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).”
- ⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”
- ⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “11. Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company’s California LifeLine customers are provided free, unlimited access to Sequoia Wireless customer service either by dialing 611, dialing the toll-free customer service number, or sending an email to support@sequoiawireless.com. Calls

to the Company's customer service do not count against the California LifeLine customer's allotted voice minutes.

22. The provider must provide access to 411, and disclose charges and conditions associated with 411 access and information

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services. 411 gives you access to telephone numbers and addresses of business, government, and residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”
- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).”
- ⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”
- ⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call. (See Schedule of Rates.)”

20) Make a showing of the following required items

Make a showing in the schedule of rates and charges terms and conditions, and/or disclosures for these items²⁷

1. California LifeLine participants' exemption from taxes and surcharges, CPUC user fee, federal excise tax, local franchise taxes, and State 911 tax associated with telephone service

- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “17. California LifeLine Participant Exemptions. The Commission exempts California LifeLine participants from paying public purpose program surcharges, the Commission's user fee, federal excise tax, local franchise tax, and California 911 tax associated with telephone service. The Company will comply with this exemption.

²⁷ **From Page 6** “General Instructions for the Schedule of Rates and Charges, Terms and Conditions, and Disclosures.” **Number 2** “Make a showing in the schedule of rates and charges terms and conditions, and/or disclosures for these items.” **From Memorandum Date:** February 14, 2014. **To:** Service List for Rulemaking 11-03-013, California LifeLine Program (California LifeLine) Administrative Committee Members, and California LifeLine Working Group Members. **From:** Public Utilities Commission—San Francisco – Communications Division. **Subject:** Guidance for Service Providers Interested in Offering California LifeLine Wireless Services Consistent with Decision 14-01-036.

The Company understands that the exemption does not alter the statutory requirement for all telephone corporations in California to assess, collect, and remit public purpose surcharges on revenues collected from end-users for intrastate telecommunications services that are subject to surcharge in compliance with Pub. Util. Code §§ 285 and 710.”

2. 30-day notice to California LifeLine participant before the service provider withdraws from offering the services

- ⇒ Listed on Page 4 under Introduction of California LifeLine Terms and Conditions “If the service is not used for 30-day period, the subscriber is subject to de-enrollment from the program.”
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “18. 30-Day Notice. The Company will provide 30 days prior notice to California LifeLine participants in the event it withdraws from the provision of California LifeLine Service.”

3. California LifeLine unbundled obligation i.e., participants are not required to purchase bundled plans with video, data, and/or other services to receive California LifeLine discount

- ⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “1. Service Elements. Sequoia Wireless will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. As your cost would be the same without data services, all plans provide data services in alignment with California LifeLine.”
- ⇒ Note: Our plan is \$0.00 per month to the Subscriber.

4. If the California LifeLine participant fails to receive a voice-grade connection and notifies the service provider, the service provider will (1) promptly restore the voice-grade connection, or if not possible (2) provide telephone service to that participant using a different technology if offered by the provider and if the participant agrees

- ⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “5. Response to notification of no voice-grade connection. If, at any time, a participant fails to receive a voice-grade connection and notifies Sequoia Wireless, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by Sequoia Wireless and agreed to by the participant, or (3) allow the participant to discontinue service without penalty. Sequoia Wireless is committed to prompt and effective responses to customer notifications.”

5. Conditions under which California LifeLine participants may terminate service if a voice-grade connection cannot be provided to them

- ⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “4. Disclosures regarding voice-grade connection. Each Sequoia Wireless California LifeLine participant is entitled to a voice-grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Sequoia Wireless customers are free to discontinue service at any time without penalty.”

6. Ability of California LifeLine participants to terminate service within 14 days of service activation without incurring early termination fees, if applicable

⇒ Listed on Page 8 Paragraph 1 under Rates for Service, Features, Coverage, Activation Fees of California LifeLine Terms and Conditions “Refer to Sequoia Wireless 's Plans Chart and Schedule of Rates and Charges or visit sequoiawireless.com/lifeline for the most recent LifeLine pricing plans. Note: We do not charge subscribers an early termination fee.”

7. Ability of California LifeLine participants to terminate service within three days of service activation, excluding national holidays, and to receive a refund of any applicable service connection charges and deposits

⇒ Listed on Page 1 of California LifeLine Terms and Conditions “2. Charges. Sequoia Wireless offers fully subsidized plans with no hidden fees and no monthly costs. The only charges assessed is a one-time activation fee, which will either be covered through the California LifeLine program or be waived through Goodwill from Sequoia Wireless. Participants who terminate service within three days of service activation, excluding national holidays, will receive a refund of any applicable service connection charges and deposits.”

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “10. No Restocking Fee. Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.”

8. Provision of free, unlimited access to 911 emergency services is provided in compliance with current state and federal laws and regulations, as well as information regarding 911 emergency services

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “6. Free unlimited access to 911/E -911. Sequoia Wireless does not charge for calls placed to 911/E-911, nor do 911/E-911 calls utilize available minutes. In addition, 911/E-911 service is available for all activated handsets, regardless of whether there are minutes available for use under the plan.”

9. Offering of California LifeLine plan(s) with at least 501 voice minutes that may include domestic messaging

⇒ Listed on Page 3 of Schedule of Rates and Charges “Unlimited Talk, Text & 6 GB of Data - At least FCC MSS (3G) Speed.”

10. Offering of at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. Additional features and/or enhanced service elements may be added without additional charge(s)

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “1. Service Elements. Sequoia Wireless will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. As your cost would be the same without data services, all plans provide data services in alignment with California LifeLine.”

11. Pricing structure of how California LifeLine participants may purchase additional data at the lowest rate that is offered to retail customers for comparable plans with similar services and/or features

⇒ Listed on Page 7 under California LifeLine Terms and Conditions “Top-Up Data - Sequoia Wireless will offer Subscribers the most favorable option of purchasing additional data from any comparable provider, when in comparison to the current Service Provider offerings. A Subscriber will have a simple single option to purchase additional data at a 1 GB Top-Up level. The Subscriber will be able to enter and purchase the total number of GB they wish to purchase. For example, 5 GB of data would equate to purchasing a total of 5 items (each being of a 1 GB Top-Up). We will not limit the data to a 30-day usage but roll over the data to each subsequent month of service until used or until the service becomes inactive. The cost will be \$5.00 per 1 GB Top-Up, which is tied with Assurance in offering the lowest cost of offering additional data to a Subscriber. When you factor in the realization that the data does not expire, our Top-Up product simply separates us from the others in providing the best value and offering to Subscribers. In offering this most favorable offering, we determine this will be a loss leader, deriving the benefit from added satisfaction from our Subscribers.”

12. Ability of California LifeLine participants to pay their phone bills in person without being assessed a fee if the service provider offers this payment method

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “9. Form of Payment Fee. Sequoia Wireless will not assess a fee to participants for paying their bills (i.e. paying for service) in person by cash, check, or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.”

13. Ability of California LifeLine participants to return their device(s) within three days of service activation without being assessed a restocking fee for the returned device(s)

⇒ Listed on Page 3 of Schedule of Rates and Charges “Restocking Fee – A Charge to return handset. \$0.00”

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “10. No Restocking Fee. Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.”

14. Provision of free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. Calls to the provider’s customer service shall not count against the participant’s allotted voice minutes or number of calls.

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “11. Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company’s California LifeLine customers are provided free, unlimited access to Sequoia Wireless customer service either by dialing 611, dialing the toll-free

customer service number, or sending an email to support@sequoiawireless.com. Calls to the Company's customer service do not count against the California LifeLine customer's allotted voice minutes.”

15. Provision of free access to toll-blocking service

- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.”

16. Provision of free access to toll-control service if the service provider is capable of offering toll-control service and the California LifeLine participant has no unpaid bill for toll service

- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.”

17. Provision of access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “Deaf/Disabled Service - Second line available to deaf and disabled California LifeLine Subscribers. Based on plans selected. Note: Available to qualified deaf or disabled California Lifeline Subscribers.”
- ⇒ Listed on Page 4 of California LifeLine Terms and Conditions “The California LifeLine Program is a state government assistance program that provides discounted monthly phone services to eligible households. Proof of eligibility is required. Only one discount per household is allowed (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants).”
- ⇒ Listed on Page 4 of California LifeLine Terms and Conditions “Only one discount per family is permitted per residence address (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants).”
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “14. Access to two California LifeLine telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users. The Company will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.”

18. Provision of free access to the California Relay Service via 711. Associated calls

made using the 711 relay service may count against minutes.

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access - FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00.”
- ⇒ Listed on Page 6 of California LifeLine Terms and Conditions “Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. To learn more about this service, refer to our Accessibility Policy at sequoiawireless.com/accessibility.”
- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “12. Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), Sequoia Wireless will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.”
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)”

19. Provision of free, unlimited access to 211, 311, 511, 711, and 811 calls for eligible plans with 1,000 or more voice minutes without counting against allotted voice minutes or number of calls. Wireless service providers may meet this obligation by offering these features on plans with 1,000 or more minutes or by offering at least one plan with unlimited voice minutes and which may include text, but not video or data.

- ⇒ Listed on Page 1 of Schedule of Rates and Charges “211 – Information and referral service. Information and referral service. \$0.00”
- ⇒ Listed on Page 1 of Schedule of Rates and Charges “311 – Government Information. Non-emergency government service information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services. 411 gives you access to telephone numbers and addresses of business, government, and residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “511 – Transportation Information. Non-emergency government service information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “611 – Customer and Repair Service. Customer service and repair information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access. FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “811 – Call Before You Dig

(CBUD) Information. CBUD information to protect pipes. \$0.00”

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “911 – Emergency Services. Emergency call number based on location information available. \$0.00”
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “16. Access to Public Safety N11s. All of Sequoia Wireless California Lifeline plans will provide access to special service N11 numbers. D.14-01-036 requires free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California Lifeline eligible plans with 1,000 or more voice minutes, and notes that “Wireless providers may meet this obligation by offering these features on plans with 1,000 or more minutes, or by offering at least one plan with unlimited voice minutes that conform to this Decision, and which may include text, but not video or data” (see Attachment D of the Decision). Therefore, Sequoia Wireless will comply with Wireless Service Element number 19 by offering its Unlimited Talk & Text rate plan option (See Schedule of Rates.)”

21) Guidance for Advance Letter’s Components²⁸

1. Schedule of Rates and Charges

a) For each California LifeLine wireless service plan, include all the rates and charges to which a California LifeLine participant may be subject

- ⇒ Included in Attachment A is the Schedule of Rates and Charges – Sequoia Wireless Plans. This includes all the rates and charges to which a California LifeLine participant may be subject.

b) For services and features whereby the California LifeLine provider does not intend to charge a rate, fee, or price, indicate “No charge”, “Included”, and/or “Free” for each applicable service and feature

- ⇒ Listed on Page 2 of Schedule of Rates and Charges, the line item of “Deposit for Service” shows ‘N/A’ which stands for “non applicable” as Sequoia Wireless does not levy a Deposit for Service for this item. The third column does show \$0.00.”

c) Identify the plans that are promotional and of a limited period. Identify the length of the promotional period

- ⇒ No plans are promotional. In relation to the promotional company credit applied to the regular plan charge to bring the LifeLine plan charge to \$0.00, we define this as an ‘indefinite’ credit that we apply to bring the total cost of the plan to \$0.00. We define this as ‘indefinite’ as even if there were to be a change, the effective rate of the monthly discount rate to the subscriber would be unchanged.
- ⇒ Under Company Overview above in section 2, “Sequoia Wireless proposes to offer one plan at this time and does not seek federal Lifeline fund support. It

²⁸ **From Page 9** of Memorandum **Date:** February 14, 2014. **To:** Service List for Rulemaking 11-03-013, California LifeLine Program (California LifeLine) Administrative Committee Members, and California LifeLine Working Group Members. **From:** Public Utilities Commission—San Francisco – Communications Division. **Subject:** Guidance for Service Providers Interested in Offering California LifeLine Wireless Services Consistent with Decision 14-01-036.

proposes to offer a company discount of \$11.10 equal to the difference between California LifeLine support (\$19.00) and federal Affordable Connectivity Program monthly support (\$30.00). We would notify the Commission upon the end of ACP of a reduction of our plans regular rate to be \$9.25 above the California LifeLine discount and provide a company discount of \$9.25 as equal to the federal Lifeline monthly support, ensuring no change in the Monthly Discounted Rate of the plans to be \$0.00 for subscribers.”

2. Terms and Conditions

a) For each California LifeLine wireless service plan, include all the rates and charges to which a California LifeLine participant may be subject

⇒ All rates and charges subject to a California LifeLine is provided throughout the Terms and Conditions with explanations as needed.

b) Provide a copy of the terms and conditions of which the California LifeLine participant may receive

⇒ A copy of the California LifeLine Terms and Conditions is shown in Attachment D and is provided digitally for each California LifeLine participant to review prior to agreeing to service. This is also available on our website at sequoiawireless.com/caterms. In addition, by using Sequoia Wireless Services and Devices, a California LifeLine participant is subject and bound to our “Accessibility Policy” including Hearing Air Compatibility and Telecommunications Relay Service shown in Attachment E; “Open Internet Policy” shown in Attachment G; “Privacy Policy” shown in Attachment H; and “Website Terms of Use” shown in Attachment I. Note: If there is a discrepancy, as it pertains to Sequoia Wireless’s California LifeLine Service, the terms of “California LifeLine Terms and Conditions” will supersede.

3. Disclosures

a) Provide a copy of the disclosures of which the California LifeLine participant may receive

⇒ A copy of the disclosures are included in the California LifeLine Terms and Conditions is shown in Attachment D and is provided digitally for each California LifeLine participant to review prior to agreeing to service. This is also available on our website at sequoiawireless.com/caterms.

b) If the disclosures are a part of the terms and conditions, then indicate where in the terms and conditions each required disclosed item is located

⇒ Disclosures are included in the California LifeLine Terms and Conditions from Page 10 on.

c) Include these required disclosures from Decision 14-01-036 of which requires the service provider to prominently disclose and disseminate all terms and conditions, comprising of the following

a) Before activating service, disclose and disseminate California LifeLine participant’s entitlement to a voice-grade connection and the conditions under which the participant may terminate service without penalty if a voice-

grade connection cannot be provided

- ⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “4. Disclosures regarding voice-grade connection. Each Sequoia Wireless California LifeLine participant is entitled to a voice-grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Sequoia Wireless customers are free to discontinue service at any time without penalty.”
- ⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “5. Response to notification of no voice-grade connection. If, at any time, a participant fails to receive a voice-grade connection and notifies Sequoia Wireless, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by Sequoia Wireless and agreed to by the participant, or (3) allow the participant to discontinue service without penalty. Sequoia Wireless is committed to prompt and effective responses to customer notifications.”

b) Any applicable service connection charges and deposits will be refunded if the California LifeLine participant terminates service within three days of service activation, excluding national holidays

- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “10. No Restocking Fee. Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.”

c) Early termination fees will not apply if the California LifeLine participant terminates service within fourteen days of service activation

- ⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions “15. Early termination fee. Sequoia Wireless will not apply an early termination fee if the California LifeLine participant terminates service within fourteen days of service activation.”

d) All approved California LifeLine plans

- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “19. All approved California LifeLine plans are subject to Sequoia Wireless’s California LifeLine Terms and Conditions and is provided digitally for each California LifeLine participant to review prior to agreeing to service. This is also available on our website at sequoiawireless.com/caterms. In addition, by using Sequoia Wireless Services and Devices, a California LifeLine participant is subject and bound to our “Accessibility Policy” including Hearing Air Compatibility and Telecommunications Relay Service (refer to sequoiawireless.com/accessibility); “Open Internet Policy” (refer to sequoiawireless.com/openinternet); “Privacy Policy” (refer to sequoiawireless.com/privacy; and “Website Terms of Use” (refer to sequoiawireless.com/webterms). Note: If there is a discrepancy, as it pertains

to Sequoia Wireless's California LifeLine Service, the terms of "California LifeLine Terms and Conditions" (refer to sequoiawireless.com/caterms) will supersede."

e) All rates and fees

⇒ Listed on Page 11 under disclosures of California LifeLine Terms and Conditions "1. California LifeLine Service Plan Offerings – Rates and Fees. See California Lifeline Plans Chart. Each plan is subject to a one-time \$39.00 retail activation fee when initiating service with the Company or changing service from another provider to the Company. The one-time fee will be charged to the customer's account at activation; however, if the customer is approved for California Lifeline by the California Lifeline Administrator, the California Lifeline participant may be eligible to receive a \$39.00 discount (the California Lifeline fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per household per year pursuant to D. 17-01-032. If the Company confirms during the enrollment process that the customer has already received Lifeline service from two (2) providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee. Otherwise, Sequoia Wireless will be responsible for the fee). Sequoia Wireless will provide a gesture of goodwill and discount the Service Connection/Activation Charge in the amount of \$39 when the customer is deemed to be responsible for the charge. See also the Schedule of Rates document available on our website – sequoiawireless.com/carates."

f) Charges, terms, and conditions associated with purchasing additional minutes

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions "2. Charges, terms, and conditions associated with purchasing additional data. (See Schedule of Rates.)"

g) 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions "3. 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial

911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device's ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information."

h) Potential service coverage and service quality issues

⇒ Listed on Page 2 under disclosures of California LifeLine Terms and Conditions "4. Potential service coverage and service quality issues, and safety-related considerations when smartphones are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. Neither the Company, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone in your home, residents will not have access to call 911 when the smartphone is removed from that location."

i) Safety related considerations when handsets are removed from the home and when there is poor mobile reception

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions "4. Potential service coverage and service quality issues, and safety-related considerations when smartphones are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. Neither the Company, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone

in your home, residents will not have access to call 911 when the smartphone is removed from that location.”

j) Charges for 800 or 800-like toll-free services if the participant does not subscribe to unlimited voice service

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “5. Access to 800 or 800-like toll-free services. The Company provides its customers with access to 800 or 800-like toll-free services. Under the Company’s business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates).”

k) Condition of device for California LifeLine wireless service if refurbished

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “6. The Company’s free California LifeLine smartphones are data capable and may be new or refurbished grade A or B; newly upgraded smartphones are also available for purchase. Free smartphones are limited to one (1) per twelve (12) month period, per customer. Customers who are not entitled to a free smartphone must purchase a smartphone from the Company or provide their own compatible smartphone.”

l) Device’s applicability on other providers’ wireless networks if the participant were to switch providers

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “7. Sequoia Wireless SIM cards and devices provided by or purchased from us are intended for use on our networks and in other coverage areas that we may make available to you. Our devices are unlocked by default. Please refer to our Device Unlocking Policy to learn more.”

m) Power back-up requirements for a system that supports California LifeLine wireless service, including limitations due to power for equipment on towers or other facilities

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “4. Potential service coverage and service quality issues, and safety-related considerations when smartphones are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier’s radio telephone system. Neither the Company,

nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone in your home, residents will not have access to call 911 when the smartphone is removed from that location.”

n) Charges or fees associated with using operator services

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”

o) Impact(s) of terminating wireless service for contracts lasting more than one year

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “5. Contracts. Sequoia Wireless will not require contracts. Sequoia Wireless offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to Sequoia Wireless’s retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.”

p) Charges and conditions associated with 411 access and information

⇒ Listed on Page 12 under disclosures of California LifeLine Terms and Conditions “9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call. (See Schedule of Rates.)”

4. Exercising Waiver of Pre-qualification Requirement

a) Indicate whether the California LifeLine wireless provider chooses to exercise the waiver of the pre-qualification requirement for California LifeLine wireless services offered on a pre-paid basis

⇒ Sequoia Wireless requests a waiver of the California LifeLine pre-qualification requirement for its prepaid California LifeLine wireless service plans, since it will offer them on a prepaid basis, consistent with D.14-01-036. However, this waiver request does not apply to post-paid telephone service plans, which Sequoia Wireless does not offer to participants. If Sequoia Wireless decides to offer any California LifeLine wireless telephone service plans on a post-paid basis in the future, it must comply with the pre-qualification requirement unless it is granted a waiver.

5. Request for Allowable Exemptions

1. Identify the exemptions sought for all plans and all handsets requirements

⇒ Sequoia Wireless does not seek exemptions from the All Plans Requirement and the All Handsets Requirement. If Sequoia Wireless wishes to seek exemptions in the future, a Tier 2 advice letter would be filed with the Commission explaining proposed plans and phones intended to be offered or plans or phones that would not be proposed to offer to California LifeLine subscribers and the reasons why such plans or phones should not be available to LifeLine subscribers.

2. Justify the exemptions sought

⇒ N/A

22) Attachment List

- 1. Exhibit A: New Subscriber Kit**
- 2. Exhibit B: One-Year Warranty Program**
- 3. Exhibit C: Employee Uniform**
- 4. Attachment A: California LifeLine Plans Comparison Chart**
- 5. Attachment B: Sequoia Wireless's Schedule of Rates and Charges**
- 6. Attachment C: Service Area**
- 7. Attachment D: California LifeLine Terms and Conditions and Disclosures**
- 8. Attachment E: Accessibility Policy**
- 9. Attachment F: California Emergency Relief Plan**
- 10. Attachment G: Open Internet Policy**
- 11. Attachment H: Privacy Policy**
- 12. Attachment I: Website Terms of Use**

Exhibit A

New Subscriber Kit



1.0625 Inch

6.1875 Inch

3.375 Inch

Sequoia Wireless



3.375 Inch

3 Inch

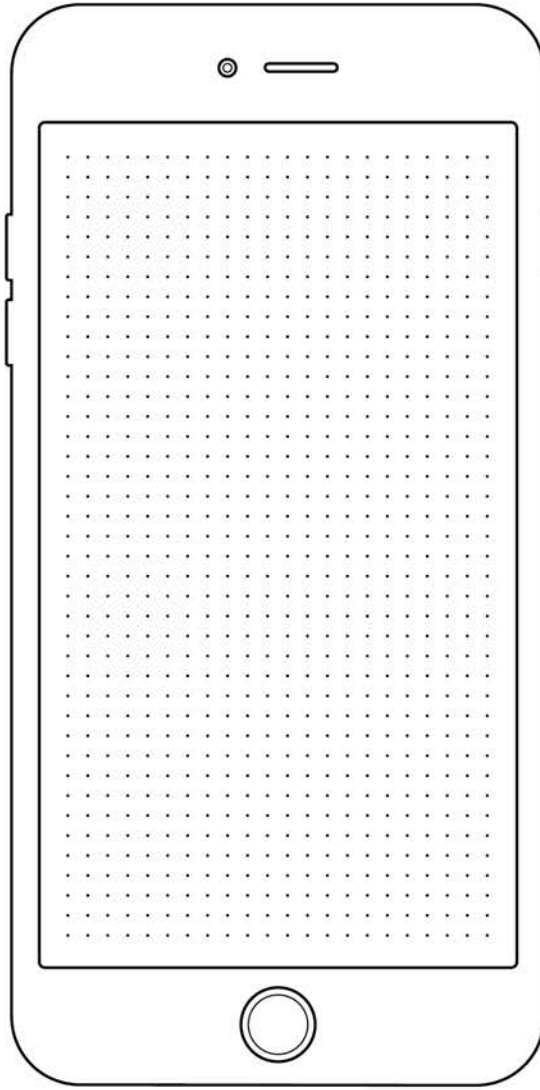
1.0625 Inch

1.0625 Inch



Sequoia Wireless

Sequoia Wireless



6.1875 Inch

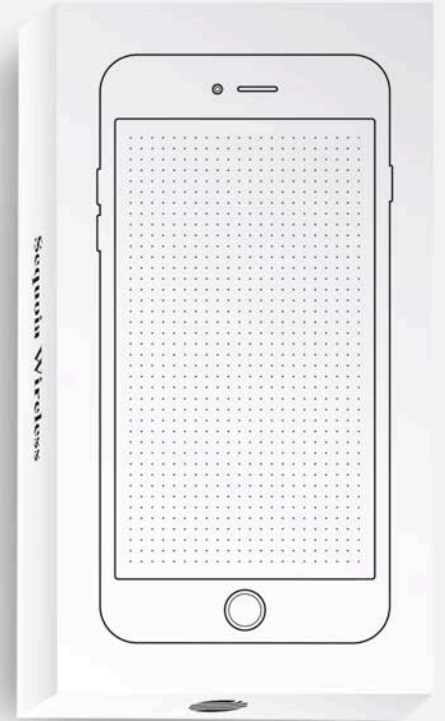
6.1875 Inch

1.0625 Inch

1.0625 Inch



3.375 Inch



Hello

SEQUOIA WIRELESS

Welcome to Sequoia Wireless!

As your wireless service provider, we believe a connected device with service is a right, not a privilege, with these benefits:

- Your iPhone is unlocked from the start.
- Your service is a zero-cost wireless plan.
- Your network is nationwide with 4G LTE.

Terms and Conditions

By using our services with iPhone, you are agreeing to follow all terms and conditions found at sequoiawireless.com/terms.

Condition Expectation

We require this iPhone to be rated as Grade B+ or higher, which is very good cosmetically with light scratches or marks due to wear and tear. This is the second highest quality you can expect. The device is fully tested for bad buttons, cameras, etc., and is fully functional.

One-Year Limited Warranty Summary

Sequoia Wireless warrants this iPhone against defects for one year while actively subscribed to a plan, starting at activation. This doesn't include normal wear and tear, nor damage caused by accident or abuse. For full terms go to sequoiawireless.com/warranty.



How to Setup iPhone

Press and hold the Side button to turn on and activate iPhone.



How to find your Number

Go to Settings > Phone



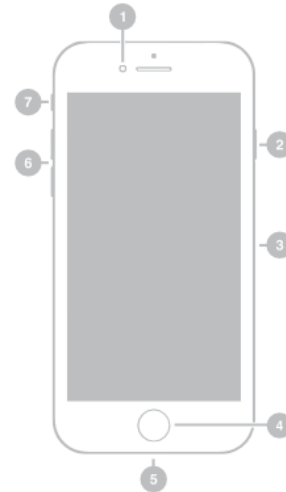
Keep Service Active

Make at least one phone call every month to keep your service active.



iPhone User Guide

support.apple.com/guide/iphone



- 1 FaceTime HD camera
- 2 Side button
- 3 SIM card tray
- 4 Home button/Touch ID
- 5 Lightning connector
- 6 Volume buttons
- 7 Ring/Silent switch

Power On

Press and hold the Side button to turn on iPhone.

Power Off

Press and hold the Side button to turn off iPhone.

Charging

Use the Lightning connector to charge iPhone.

Touch ID

Unlock iPhone with the Home button.

Turn on Wi-Fi Calling

On iPhone, go to Settings > Phone > Wi-Fi Calling. Once enabled, we recommend restarting iPhone to properly configure the feature by powering off iPhone, waiting ten seconds, then powering on iPhone.

Warning label about 911 Calls over Wi-Fi

911 service through Wi-Fi Calling may be limited or not available compared to traditional 911 service due to various circumstances, including, relocation of equipment, loss or disruption of power, internet or wireless service, internet congestion or a connection failure, delays in availability of registered location information, and/or other technical problems. Always be prepared to report your precise location to 911 emergency responders.

Enhanced 911

E911 service relies on GPS technology to obtain location details.

This service is dependent on a number of factors such as the capabilities of local emergency authorities, whether your iPhone Location Services is turned on, and your iPhone's ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information. To determine settings on iPhone, go to Settings > Privacy & Security > Location Services.

Battery and Charging

Don't attempt to replace the iPhone battery yourself—you may damage the battery, which could cause overheating, fire, and injury. The lithium-ion battery in your iPhone should be serviced or recycled by an authorized service provider and must be properly recycled or disposed of separately from household waste and in accordance with local laws and guidelines. For battery service and recycling, go to apple.com/batteries/service-and-recycling. For information about charging, see "Important safety information" in the *iPhone User Guide*.

Safety and Handling

See "Safety, handling, and support" in the *iPhone User Guide*.

Exposure to Radio Frequency

On iPhone, go to Settings > General > Legal & Regulatory > RF Exposure. Or go to apple.com/legal/rfexposure. Additional information is available at sequoiawireless.com/devicehealth.

Medical Device Interference

iPhone contains magnets that may interfere with medical devices. See "Important safety information" in the *iPhone User Guide*.

Hearing Aid Compatibility

See "Hearing devices" in the *iPhone User Guide*. Or go to apple.com/support/hac. Additional information is available at sequoiawireless.com/accessibility.

Avoid Hearing Damage

To prevent possible hearing damage, do not listen at high volume levels for long periods. More information about sound and hearing is available online at apple.com/sound and in "Important safety information" in the *iPhone User Guide*.

Regulatory Certification

On iPhone, go to Settings > General > Legal & Regulatory. Additional regulatory information is in "Safety, handling, and support" in the *iPhone User Guide*.

FCC Interference Statement

iPhone complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Class 1 Laser Information

iPhone is classified as a Class 1 Laser Product per IEC 60825-1 Ed. 3 and complies with 21 C.F.R. § 1040.10-1040.11, except for conformance with IEC 60825-1 Ed. 3 as described in Laser Notice No. 56. Caution: iPhone contains one or more lasers. Use other than as described in the user guide, repair, or disassembly may cause damage and could result in hazardous exposure to infrared laser emissions that are not visible. Seek service only by an authorized service provider.

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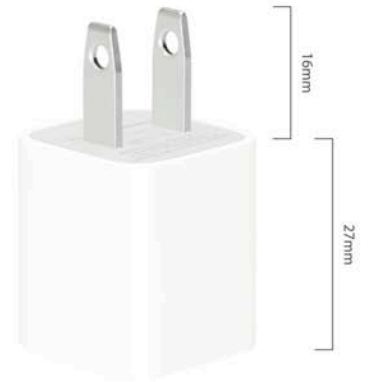
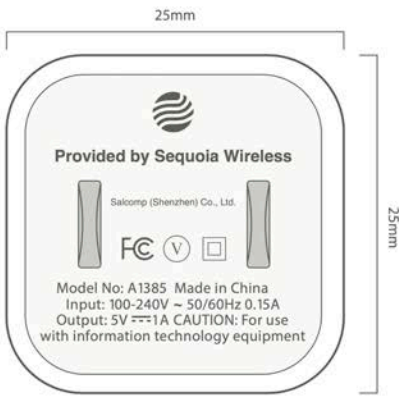


Exhibit B

One-Year Limited Warranty Program

One-Year Limited Warranty Program

Effective Date: June 9, 2023

iPhone Program Details

Sequoia Wireless warrants each provided iPhone against defects for one-year while actively subscribed to a plan, starting at activation. This doesn't include normal wear and tear, nor damage caused by accident or abuse.

To initiate a warranty claim, send an email to our customer support department at admin@sequoiawireless.com. In your email, provide a brief description of the issue and include your service phone number. Once received, we will review your claim and expediate a pre-paid box and return label for you to ship the device to us. Make sure to turn off Find my iPhone before sending. Go to Settings > Privacy & Security > Location Services > Share my Location > Find my iPhone.

Once received, we will inspect the device for accidental or extensive cosmetic damage. If the device is determined to have been damaged, a \$49 damage deductible will be required to replace the device. If declined, we will return the original device to the customer.

Once the device passes inspection, or the deductible has been paid, we will expediate a replacement device to the customer. We provide this instant replacement to maximize the customer experience by removing the wait time required of repairing the device. Once we send the replacement, the claim will become closed with no further action needed.

Sequoia Wireless and its vendors are not responsible for data loss during the process. We advise erasing all Contents and Settings on your device prior to sending to us. Go to Settings > General > Reset > Erase All Content and Settings.

Exhibit C

Employee Uniform



Model: 2475
Color: Navy

Vansport Pro Horizon Polo



Model: J318

Color: Dress Blue Navy
/ Battleship Grey

Port Authority Core Colorblock Soft Shell Jacket



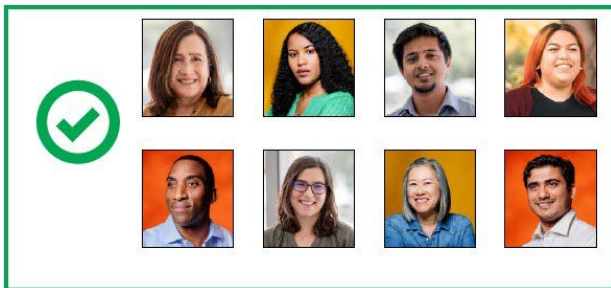
Employee ID Badge Policy

Sequoia Wireless issues each employee an Employee ID Badge that serves as both an ID Card to identify you with the general public and an access card to connect with company systems.

Each Employee ID Badge will have a photo to identify you, which must follow the guidance and examples below. When choosing your image, ensure you select the largest photo and highest resolution possible, but no less than 600 pixels. Please make sure that you are clear and in focus and follow each of the photo guidelines outlined below.

Photo Guidelines

- The photo should be a headshot of the employee only, from the shoulders up, facing the camera. Do not crop too close.
- It should be clear and in focus, without heavy shadows or obstructions to the face.
- It should be in full color.
- The background does not need to be white, so long as there are no distracting elements.
- The photo may be touched up, but no stylistic effects should be applied, i.e. color treatments, illustrative effects, Etc.
- Eyeglasses should not obscure eyes and there should be no glare on the glass. Tip glasses slightly upward or down to avoid glare.
- Sunglasses should not be worn.
- Hats and head coverings should not be worn except for religious purposes.



Your Employee ID Badge

- Must be worn at all times when working in the general public.
- Must be worn at all times when in the proximity of fellow employees.
- Must be worn in a visible place on either the front of your body between your shoulders and waist or on either side of your hip (as long as the badge is still visible from the front).
- Must not be loaned to anyone, including fellow employees.

- Must not be used to allow another employee or affiliate access to company systems or determining eligibility of perspective subscribers.
- If lost, stolen, or damaged, must be reported to management immediately.
- Must not be modified with any additional holes punched in it due to the potential to damage internal components.
- Must be kept clean at all times and be presentable when worn (i.e., ensure the badge is free from stains and/or dirt).
- Must be replaced when fading begins to interfere with the ability to easily discern you by way of your Employee ID Badge.

Your Sequoia Wireless badge is Sequoia Wireless’s property and must be returned upon request or separation from the company.

Signing acknowledges you have reviewed and understand this policy and will abide by it.


Signature: _____ Date: _____

Name: _____

Attachment A

California LifeLine Plans Comparison Chart

CALIFORNIA LIFELINE PLANS COMPARISON CHART

 SEQUOIA WIRELESS	CALIFORNIA LIFELINE BUNDLED STANDARD PLAN
Regular Rate	\$30.00
Federal Lifeline Discount	N/A
California LifeLine Discount	\$19.00
Additional Company Discount	\$11.00 ¹
Monthly Discounted Rate	\$0
Number of Minutes	Unlimited
Domestic Messages	Unlimited
Data (At least FCC MSS (3G) Speed)	6 GB
Applicable Taxes, Fees, and Surcharges	None
California LifeLine Taxes, Fees, and Surcharges Exemption	LifeLine participants exempt
Fee for Additional Minutes/Messages	N/A
Fee for Additional Data	\$5 per GB
Fee for Calling 911 or Customer Service	No charge
Fee for Calling N11 Special Service Numbers (211, 311, 511, 711, 811)	No charge
Fee for Calling 411	No charge ²
Fee for Calling Directory Assistance	No charge ²
Fee for Calling Operator Services	No charge ²
Regular Activation Fee	\$39.00
Discounted Activation Fee ³	\$0
Cell Phone Fee	No charge. Consumer receives either a refurbished data-enabled phone or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	No charge
Deposit	No charge
Early Termination Fee	No charge
Local Calls	Included
Nationwide Domestic Long Distance	Included
3-Way Calling	Included ²
Call Forwarding	Included
Caller ID	Included
Call Waiting	Included ²
Voicemail	Included ²
900/976 Blocking	No charge
Rollover Unused Minutes/Text Option	N/A ⁴
Contract Needed	N/A
Credit Check Needed	N/A

¹ Promotional; Company may reduce discount upon prior notice consistent with Commission requirements. Our promotional company credit applied is indefinite).

² No charge for feature, but standard airtime is deducted based on call duration.

³ The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a good will gesture and waive the fee.

⁴ As Minutes and Domestic Messages are unlimited, there is no need to rollover unused Minutes/Text Option.

Attachment B

Sequoia Wireless's Schedule of Rates and Charges

SCHEDULE OF RATES AND CHARGES – SEQUOIA WIRELESS PLANS

Service/Feature Name	Service/Feature Definition	LifeLine Service / Feature Rate and Charge	Service/Feature Restrictions
3-Way Calling	A feature that allows you to add another participant to an existing call. ¹	\$0.00	Included
Caller ID	A feature that alerts you to an incoming call and allows you to see the number from which the call is originating. ¹	\$0.00	Included
Call Waiting	A feature that alerts you to an incoming call while you're on a call and allows you to switch between the two calls. ¹	\$0.00	Included
Call Forwarding	A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate. ¹	\$0.00	Included
Voicemail	A feature that lets a caller to leave a message or access other available options if a line is busy or not answered. ¹	\$0.00	Included
Toll Blocking	A feature to limit toll spending thresholds on plans that are not unlimited. ¹	\$0.00	No charge. Note: once toll limits have been reached, only calls to 611 and 911 are permitted.
International Long Distance (ILD) Blocking	A feature where outbound calls are blocked to international destinations.	\$0.00	No charge. Note: international long distance is blocked by default as international calling is not provided.
900/976 Call Block	A feature where outbound calls are blocked to 900 and 976 numbers.	\$0.00	No charge
Local Calls	Any call, text message or other connection made to a location in your local calling area. ¹	\$0.00	Included
Nationwide Domestic Long Distance	Any call, text message or other connection made to a location outside your local calling area.	\$0.00	Included
211 – Information and referral service	Information and referral service.	\$0.00	No charge
311 – Government Information	Non-emergency government service information.	\$0.00	No charge

¹ No charge for feature, but standard airtime is deducted based on call duration.

411 – Directory Services	411 gives you access to telephone numbers and addresses of business, government, and residential listings. ²	\$0.00	No charge. Note: Customers can also call 1-800-FREE411 for directory services.
511 – Transportation Information	Non-emergency government service information.	\$0.00	No charge
611 – Customer and Repair Service	Customer service and repair information.	\$0.00	No charge
711 – TRS Relay Access	FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).	\$0.00	No charge
811 – Call Before You Dig (CBUD) Information	CBUD information to protect pipes.	\$0.00	No charge
911 – Emergency Services	Emergency call number based on location information available.	\$0.00	No charge
0 - Operator Services Live	Operator Services ²	\$0.00	No charge
0 - Operator Services Automated	Automated Operator ²	\$0.00	No charge
0 - Operator Services Person-to-Person	Person-to-Person Operator Assisted ²	\$0.00	No charge
Deaf/Disabled Service	Second line available to deaf and disabled California LifeLine Subscribers.	Based on plans selected	No charge. Note: Available to qualified deaf or disabled California Lifeline Subscribers.
Deposit for Service	A refundable charge due at service activation	\$0.00	N/A
Regular Activation Fee	A one-time fee to activate service or transfer from another service provider	\$39.00	Note: This one-time fee will be charged to the customer's account at activation; however, if the customer is approved for California LifeLine, the customer will receive a \$39.00 discount, if found ineligible, Sequoia Wireless will waive the fee ³ .
Discounted Activation Fee	A one-time fee to activate service or transfer from another service provider	\$0.00	Note: This one-time fee will be charged to the

² No charge for feature, but standard airtime is deducted based on call duration.

³ The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a good will gesture and waive the fee.

	after California LifeLine or Company waiver is applied		customer's account at activation; however, if the customer is approved for California LifeLine, the customer will receive a \$39.00 discount, if found ineligible, Sequoia Wireless will waive the fee ⁴ .
Early Termination Fee	A charge to end service	\$0.00	No charge
Cell Phone Fee	A charge to obtain a handset	\$0.00	No charge. Consumer receives either a refurbished data-enabled phone or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	A charge to return handset	\$0.00	No charge

FEATURES AVAILABLE TO SEQUOIA WIRELESS PREPAID WIRELESS PLANS

Plan Name	Plan Includes	Regular Plan Charge	LifeLine Plan Charge	Additional Charges	California LifeLine Eligible
California LifeLine Bundled Standard Plan	Unlimited Talk, Text & 6 GB of Data ⁵	\$30.00	\$0.00 ⁶	Add additional data: \$5.00 denomination – 1 GB	Eligible

⁴ The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a good will gesture and waive the fee.

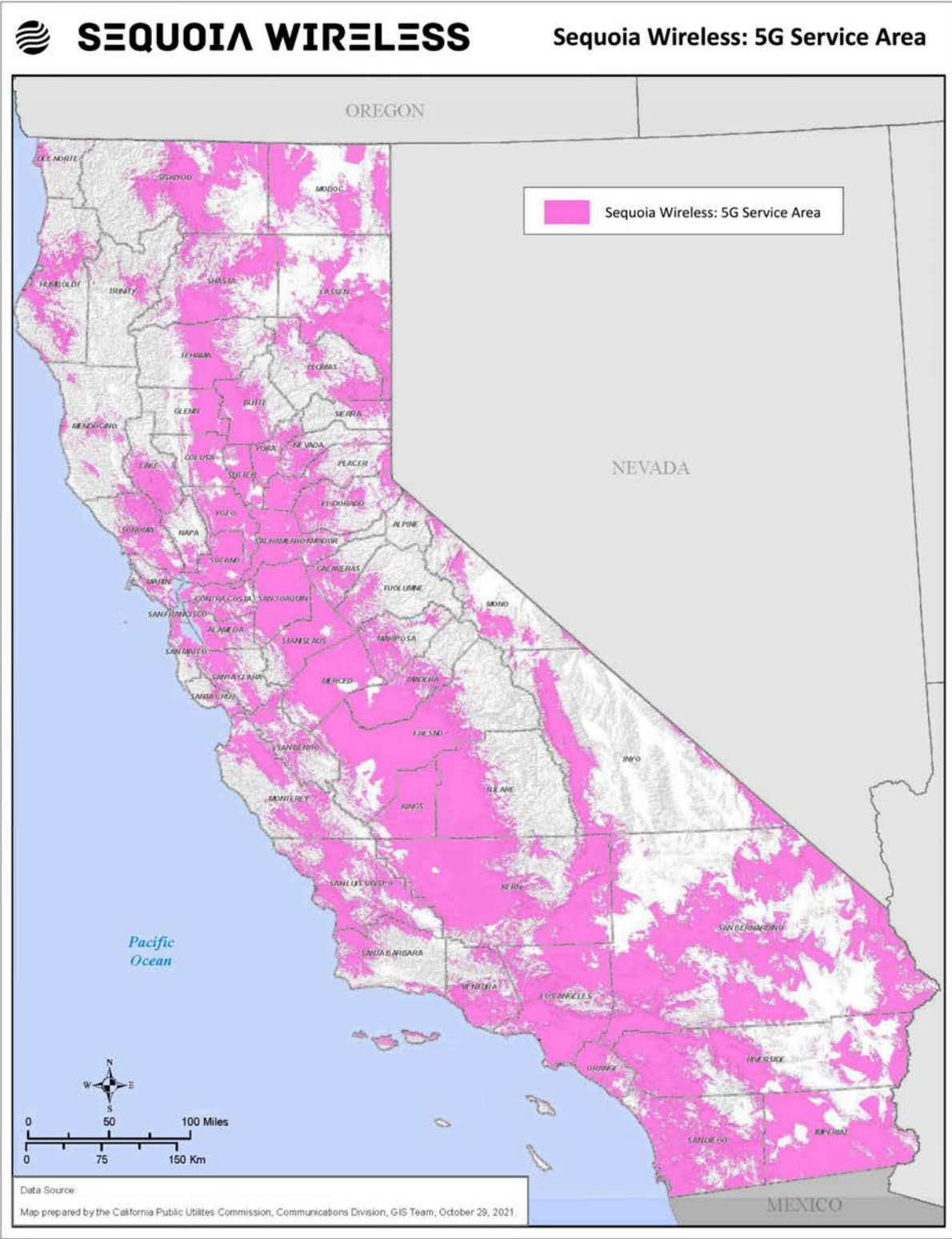
⁵ At least FCC MSS (3G) Speed.

⁶ Reflects plan charge after California LifeLine subsidy and any additional company discounts or promotional company credits (indefinite promotional company credit applied).

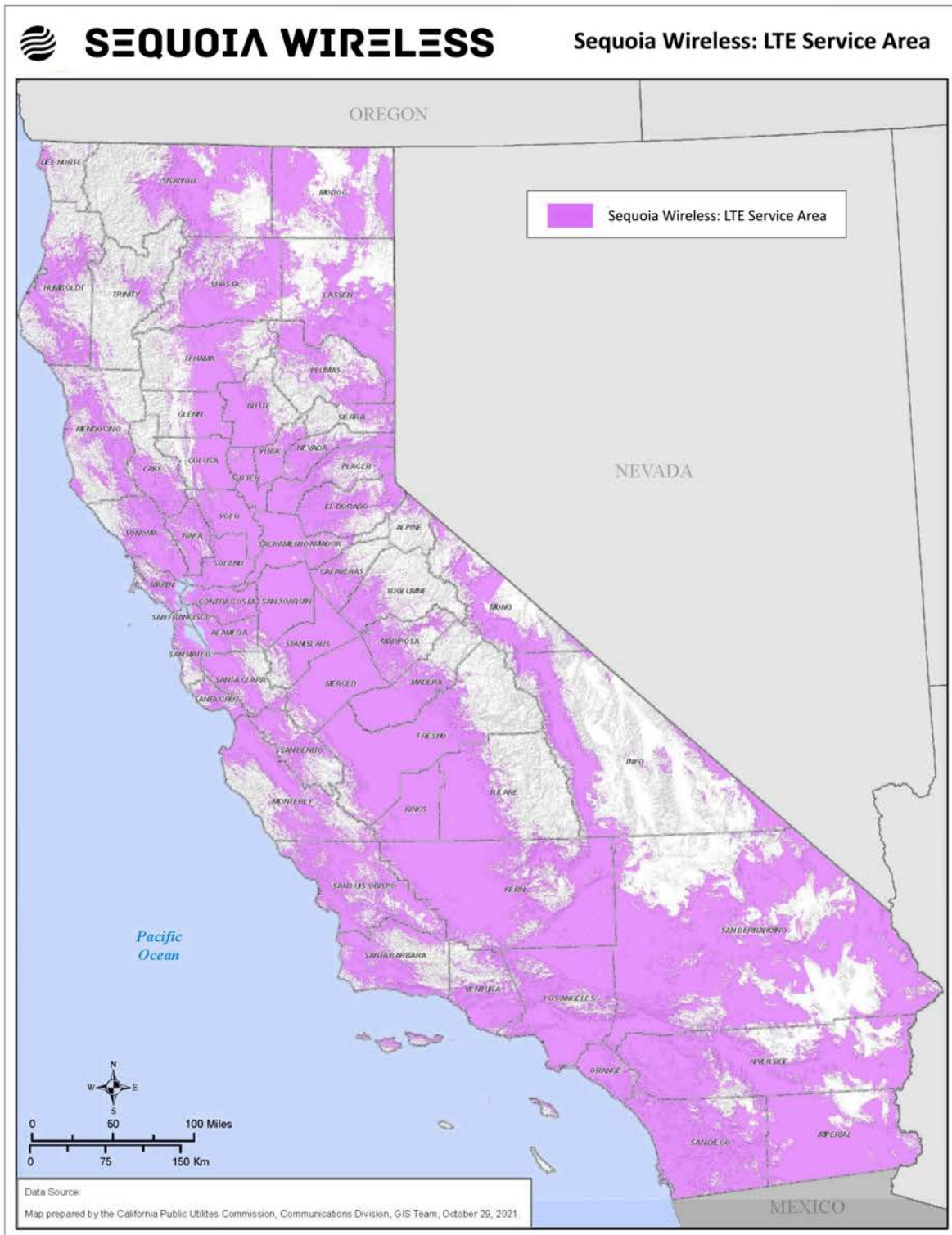
Attachment C

Service Area

Attachment C-1



Attachment C-2



Attachment D

California LifeLine Terms and Conditions and Disclosures

California LifeLine Terms and Conditions

Effective Date: June 9, 2023

Please carefully review Sequoia Wireless’s California LifeLine Terms and Conditions (“Terms & Conditions”). These Terms & Conditions between Sequoia Wireless, LLC (“Sequoia Wireless,” the “Company,” “we,” “us,” or “our”) and you constitute a legally enforceable agreement between you and Sequoia Wireless. They outline your legal rights and stipulate that some issues be addressed by Arbitration rather than a court trial. Sequoia Wireless maintains the right, at its sole discretion, to update or modify any of these Terms & Conditions at any time. Once posted on the Sequoia Wireless website located at www.sequoiawireless.com, any changes or amendments to these Terms & Conditions shall be binding on you. You should check these websites for modifications to these terms on a regular basis. You ("You"), the subscriber, accept and agree to the following terms and conditions by registering in the California LifeLine program provided by Sequoia Wireless.

By using Sequoia Wireless Services and Devices, you are bound to the following (note: If there is a discrepancy, as it pertains to Sequoia Wireless’s California LifeLine Service, the terms of “California LifeLine Terms and Conditions” will supersede):

1. California LifeLine Terms and Conditions (herein - www.sequoiawireless.com/caterms)
2. ACP Terms and Conditions (applicable to LifeLine/ACP plans refer to www.sequoiawireless.com/acpterms)
3. Accessibility Policy (refer to www.sequoiawireless.com/accessibility)
4. Accessibility Use Policy (www.sequoiawireless.com/accessibility)
5. Digital Millennium Copyright Act Policy (www.sequoiawireless.com/dmca)
6. Freedom of Choice Policy (www.sequoiawireless.com/freedom)
7. Net Neutrality Policy (www.sequoiawireless.com/neutrality)
8. Open Internet Policy (refer to www.sequoiawireless.com/openinternet)
9. Privacy Policy (refer to www.sequoiawireless.com/privacy)
10. Website Terms of Use (refer to www.sequoiawireless.com/webterms)

General Terms and Conditions

Please read these General Terms and Conditions carefully and make sure you understand each provision as they include vital information regarding the services offered to you and our use of certain information. These Terms and Conditions mandate the use of individual arbitration to settle disputes, as opposed to jury trials or class actions. In the case of a disagreement, these Terms and Conditions restrict our responsibility and your possible remedies.

- 1) **General.** Sequoia Wireless, LLC (“Sequoia Wireless,” the “Company,” “we,” “us,” or “our”). “You,” “your,” “applicant,” “customer,” “subscriber,” “participant,” and “user” refer to an account holder or authorized user of our Services or Devices. “Services” means voice telephony, text messaging, broadband Internet access services, applications, including Sequoia Wireless-branded Preinstalled Applications, and any other services provided to you by Sequoia Wireless. “Device” means any phone, device, accessory, or other product provided or sold to you by Sequoia Wireless or that is activated or used with your Services. These Terms and Conditions are an agreement between Sequoia Wireless and you under which we provide and you accept our Services and/or Devices (“Agreement”). You Accept This Agreement When You: (A) Attempt To Or In Any Way Activate And/Or Use The Services, (B) Pay For Any Services, (C) Upgrade Or Modify The Services, (D) Start Any Application, Program, Or Software That States You Are Accepting The Services, Or (E) Accept The Services Or Agreement Through Any Written, Oral, Or Electronic Statement Or Signature. You must be 18 years or older, or an emancipated minor to use Sequoia Wireless Services.
- 2) **Charges.** Sequoia Wireless offers fully subsidized plans with no hidden fees and no monthly costs. The only charges assessed is a one-time activation fee, which will either be covered through the California LifeLine program or be waived through Goodwill from Sequoia Wireless. Participants who terminate service within three

days of service activation, excluding national holidays, will receive a refund of any applicable service connection charges and deposits.

- 3) **Devices.** We may give you with a free Device, sell you a Device, or let you to use your own Device with our Services. Devices must be compatible with our network, interfere with them in no way, and adhere to all relevant laws, rules, and regulations. Devices may not be compatible with all Services, and certain Services may be incompatible with certain Devices. Occasionally, we may remotely modify your Device's software, apps, or programming to address security, safety, or other concerns affecting our network or your Device, without prior notification. These modifications may impact or delete data you have saved on your Device, how you've designed your Device, or how you use your Device. Until the software update is complete, you may be unable to use your Device in any way, including to call 911 or other emergency services, while it is obtaining a software update, whether at our request or at yours. If we sell or otherwise supply you with a Device, it will be subject to our Device Unlocking Policy.
- 4) **Limitation of Liability.** Sequoia Wireless is not liable to you (subscriber) for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. Sequoia Wireless will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. Sequoia Wireless is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on your phone or which may remain on your phone during and/or after you no longer have service with Sequoia Wireless.

Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. Sequoia Wireless assumes no risk or responsibility for a subscriber's use of any content provided by Sequoia Wireless services. Sequoia Wireless is not liable for any act or omission of any third party company providing part of Sequoia Wireless services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by Sequoia Wireless, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and Sequoia Wireless, Sequoia Wireless., or its affiliates. You (subscriber), also agree that Sequoia Wireless will not liable for any missed voice mails, any messages from your voice mail system, any data content, or any storage or deletion of contacts from a smartphone address book provided by Sequoia Wireless.

- 5) **Indemnification.** To the full extent by law, you agree to hold harmless and indemnify Sequoia Wireless and its affiliates and their respective officers, agents, directors, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of Sequoia Wireless products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with Sequoia Wireless.
- 6) **Dispute Resolution.** You agree to contact Sequoia Wireless with any disputes. You must contact Sequoia Wireless with any dispute by email at admin@sequoiawireless.com or by writing Sequoia Wireless at 29034 Westbourne Court, Hayward, CA, 94544-6345, Attn. Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A Sequoia Wireless representative will contact you at the last address you have provided or by phone. Sequoia Wireless agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or Sequoia Wireless may commence a Binding Arbitration proceeding (see below).

Certain disputes you may have with Sequoia Wireless may be resolved through Binding Arbitration. By making or receiving calls on a Sequoia Wireless smartphone you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with Sequoia Wireless. This Binding Arbitration you

agree as the sole remedy limits your options available in the event of a dispute to an individual basis and survives any termination of your service with Sequoia Wireless. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of California, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for Sequoia Wireless services. To the extent permitted by law, if a dispute claim proceeds in court, Sequoia Wireless and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

- 7) **Use of Customer Information.** By agreeing to our Terms and Conditions herein, you also agree to the terms of Sequoia Wireless's Privacy Policy available online at www.sequoiawireless.com/privacy. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any "Customer Proprietary Network Information" (CPNI) data that Sequoia Wireless collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the Sequoia Wireless Privacy Policy. Sequoia Wireless will not intentionally share subscriber's personal information without the subscriber's permission. Sequoia Wireless may, from time to time, use the information subscribers provide to market services to subscribers that may be related to Sequoia Wireless services or offerings. Sequoia Wireless may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.
- 8) **Preinstalled Applications.** To improve your Sequoia Wireless experience, Sequoia Wireless has worked with third-party application developers to preinstall some apps on our Devices. These programs may or may not be labeled as Sequoia Wireless applications and will be installed on your smartphone if you purchase it from Sequoia Wireless. Sequoia Wireless and its partners retain the right to at any moment update, change, or remove these applications. Sequoia Wireless may give you prizes, such as free top-ups; or other perks based on your use of these apps. These applications may or may not be able to be deleted or replaced. You are not compelled to use them. Please check our Privacy Policy for additional details about our data collecting and use methods.
- 9) **Lost or Stolen Equipment.** To report a lost or stolen device, please contact customer support at admin@sequoiawireless.com. Upon receiving notice of the lost or stolen, Sequoia Wireless will suspend the SIM Card and issue a new SIM card. If a subscriber does not either activate a new Sequoia Wireless device or notify us that they have found their wireless device within 45 days of the suspension of the account, the account will be subject to the rules of the government program for the purposes of de-enrolling the subscriber. The subscriber may also lose their Sequoia Wireless phone number.
- 10) **Returns.** Devices purchased directly from Sequoia Wireless may be returned for a full refund within 30 days of purchase. A subscriber must return the complete smartphone as was received at the time of activation. Please contact Sequoia Wireless at admin@sequoiawireless.com for instructions. Sequoia Wireless provides new and secondary devices to subscribers. All device models provided to subscribers are selected at the sole discretion of Sequoia Wireless. Device models may vary. Sequoia Wireless reserves the right to replace devices with various models at its sole discretion. If you experience a device malfunction contact Sequoia Wireless at admin@sequoiawireless.com.
- 11) **Device Warranty.** This section may be superseded by future Sequoia Wireless Warranty Offerings provided on certain devices or during certain promotions. When a warranty offering is not provided for a device, this section will stand as our device warranty. Sequoia Wireless does not manufacture wireless phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with wireless phones and other equipment or for manufacturers' acts or omissions. We make no representations or warranties, express or implied, regarding the products and services provided hereunder or any software required to be used in connection therewith, including, but not limited to, and to the extent permitted by law, warranty of title, warranty that a product or service is fit for a particular use or

warranty of merchantability. We expressly disclaim any and all implied warranties. We don't promise error-free or uninterrupted service and don't authorize anyone to make warranties on our behalf.

The Sequoia Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you, Sequoia Wireless, and Sequoia Wireless., with respect to products and services provided to you and the terms under which they are offered to you by Sequoia Wireless. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights.

Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of California. Sequoia Wireless reserves the right to suspend or terminate any subscriber's access to Sequoia Wireless services or to the Sequoia Wireless website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of Sequoia Wireless, its affiliates, or for any other reason at the sole discretion of Sequoia Wireless.

- 12) **Device Unlocking Policy.** Sequoia Wireless's policy is to never lock devices. This means any device acquired directly from Sequoia Wireless will be unlocked by default. Purchasing a device or being provided a device through Sequoia Wireless provides you with the peace of mind knowing your device is truly yours, without any hoops to jump through. You have the freedom to upgrade your device or sell your device or even use your device on a different network (which is dependent on the compatibility of the device and terms of the other wireless carrier), all without the headache of contacting support to unlock a device, as many wireless providers require, but not us!

Devices that work on Sequoia Wireless's network may not be compatible with other carriers' networks due to the use of different frequencies, device compatibility, and technologies to provide wireless network access. We do not guarantee that a Sequoia Wireless device will be compatible with any carrier's network. To determine if your device will be compatible on another carriers' network, we recommend contacting the carrier directly.

- 13) **Data Usage Policy.** Sequoia Wireless unlimited data plan. Our wireless plans provide unlimited amounts of data you can use per month (measured in gigabytes, or "GB"), with a monthly cap of "high-speed" data. The amount of high-speed data is allocated based on the data plan. Once the high-speed data cap is reached, your speeds will be reduced to 3G speeds of 512 Kbps. Additionally, our underlying carrier may lower speeds during times of congestion, which are out of our control. You have the option to purchase a "Top-Up", which is \$5 per GB with unused data rolling over month-to-month until used. Tethered data will be restricted to the same policy. Video Streaming in SD at 480p.
- 14) **Website Terms of Use.** When a customer is enrolled in service with Sequoia Wireless, the subscriber agrees to and provides consent for all Notices to be sent via Email using the Email Address of record assigned to the subscribers account. By enrolling in service, the customer has affirmatively consented to receive notice in this manner. For complete Website Terms of Use, refer to www.sequoiawireless.com/webterms.
- 15) **Credit Report.** Sequoia Wireless will not obtain a credit report nor conduct an inquiry as a condition of providing service.

California LifeLine Service

Introduction

The California LifeLine Program is a state government assistance program that provides discounted monthly phone services to eligible households. Proof of eligibility is required. Only one discount per household is allowed (except for

teletypewriter users and for Deaf and Disabled Telecommunications Program participants). A household is defined as any individual or group of individuals who live together at the same address, and share income and expenses. Each household must choose to get the discount either on a home phone or on a cell phone, but not on both. Households cannot get the discount from multiple phone companies at the same time. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. If the service is not used for 30-day period, the subscriber is subject to de-enrollment from the program. To learn more, go to Program Guidelines at www.californialifeline.com. Visit www.sequoiawireless.com/legal for complete program details and terms & conditions. Coverage limitations such as weather conditions, terrain, signal strength, and/or service outages may affect wireless phone service, quality or access to E-911 and or 911 in the event of an emergency. By removing a wireless cell phone from a residence that does not have other phone services, residents may not have a way to make 911 calls during an emergency.

California offers discounts through two primary Universal LifeLine Telephone Service programs: The California LifeLine Program (California LifeLine) and the federal LifeLine program (federal Lifeline). Sequoia Wireless is authorized to offer discounts through both Programs. These telephone discount programs are available to all qualifying California families in an effort to reduce their monthly phone rates. The California LifeLine Administrator is responsible for administering the programs.

Only one discount per family is permitted per residence address (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants). Each family may get a discount on either a landline or a mobile phone, but not both. Sequoia Wireless only offers service for mobile and not for landlines. Multiple phone providers cannot offer the discount to residential customers. Those households that do not adhere to the guideline of one discount per family will forfeit their discounts. Your LifeLine discount is personal and cannot be transferred to a third party, including any rights or advantages gained under Sequoia Wireless's service.

Enrollment Waiting Period

A customer who makes an enrollment request to get California Lifeline savings for mobile phone service is required to wait up to 30 days before submitting another enrollment request. You may not simultaneously submit multiple enrollment requests for the California Lifeline discount on mobile phone service. The 30-day waiting period concludes when 1) the California Lifeline Administrator provides the final eligibility determination, 2) the enrollment request is canceled, or 3) 30 days have elapsed from the enrollment request, whichever happens first. After the 30-day period expires, you may submit another enrollment request for California LifeLine. You may cancel an enrollment request by contacting the California Lifeline Administrator at 866-272-0357 or by visiting www.californialifeline.com and clicking on Check Your Status. An enrollment request may also be canceled by the mobile phone provider. You may discontinue your phone service at any time or transfer phone carriers.

One Discount Per Household

Each family may get the discount on either a landline or a mobile phone, but not both. Multiple phone providers cannot offer the discount to residential customers. One California LifeLine discount per family is permitted, with the exception of TTY users, who may qualify for a second discount. Households who violate the California LifeLine regulation of one discounted service per household may forfeit their discounts and be prosecuted. Individuals who provide fake information to get discounts may also be penalized. Included among the penalties include jail, the loss of discounts, monetary fines, and exclusion from the California LifeLine Program. The reductions are limited to the principal home alone. Discounts cannot be transferred from one individual to another. Participants in California LifeLine may transfer their savings from one phone operator to another, but you may NOT have more than one active phone line with the reductions. If you opt to transfer your California LifeLine discounts from Sequoia Wireless to another California LifeLine carrier, Sequoia Wireless will no longer be able to offer you service as we only offer service through a government program.

De-Enrollment Rules

Your household may lose California LifeLine discounts if your household no longer qualifies, is already receiving the discounts (except for TTY), fails to use the California LifeLine discounted phone service for 30 consecutive days, violates the California LifeLine Program's rules, or does not renew the discounts on an annual basis. If you believe your household

no longer qualifies for the discounts or if your household is getting more than one discount by mistake, you must inform Sequoia Wireless or the California LifeLine Administrator within 30 days. If you do not follow this notification rule, you may be penalized.

Service Connection/Activation Charge

Sequoia Wireless's service plans are subject to a \$39 activation fee for non-tribal Households and \$39 for Tribal Households. This non-recurring charge is for the installation or activation of service and is charged to the Customer applying for such service. The California LifeLine Program provides a benefit not more than twice per year of \$39. Sequoia Wireless will seek the \$39 activation reimbursement from the California LifeLine Program no more than two times annually per eligible California LifeLine household in accordance with D.14.01-036. In the event a LifeLine participant is deemed ineligible, Sequoia Wireless will provide a gesture of goodwill and discount the Service Connection/Activation Charge in the amount of \$39.

Household

A household consists of adults and children living at the same address as a single economic unit. An economic unit is comprised of all people (18 or older, unless emancipated) who contribute to and share the household's income and costs.

Identification

To be eligible for California LifeLine, the Federal Communications Commission (FCC) requires the collection of Date of Birth and the last four digits of Social Security Number or Tribal ID Number on application and renewal forms.

Methods for Qualification for California LifeLine

There are two methods to qualify for the LifeLine program in California. You may qualify for California LifeLine based on program participation OR income. Documentation of eligibility must be provided. Current eligibility criteria may be found online at <http://www.cpuc.ca.gov/lifeline/> and <https://www.cpuc.ca.gov/consumer-support/financial-assistance-savings-and-discounts/lifeline/california-lifeline-eligibility#qualify>.

Use it or Lose It

In order to remain eligible for LifeLine-discounted wireless service, you must keep your service active by demonstrating usage every 30 days by doing one of the following: (i) Completion of an outbound call or usage of data; (ii) Purchase of additional minutes or data from Sequoia Wireless; (iii) Answering an incoming call from a party other than Sequoia Wireless or its agent or representative; (iv) Responding to direct contact from Sequoia Wireless and confirming that you want to continue receiving California LifeLine Service; or (v) Sending a text message. You will also need to complete your annual re-certification as required by the California LifeLine Program.

Supported Services

Access to Emergency Services. Sequoia Wireless will provide access to emergency services provided by local government or public safety officials, including 9-1-1 and E9-1-1 where available. As noted, calls to 9-1-1 emergency services will always be free and will always be available regardless of service activation status or availability of minutes. In addition, Sequoia Wireless will comply with any FCC or Commission requirements regarding customer access to 9-1-1 and E9-1-1 services as well as the provision of E9-1-1-compatible handsets.

Mobile Hotspot. High-speed hotspot data that any of your other devices can use. Your smartphone or tablet becomes a Wi-Fi connection for devices like tablets, laptops and more. After exceeding your high-speed data cap, you can still use hotspot at lower speeds of 3G (512 Kbps) for the rest of the month. Tethered data (e.g., Mobile Hotspot data) will be restricted to the same policy as the rate plan.

Local Usage. As part of the voice-grade access to the PSTN, Sequoia Wireless provides unlimited minutes of use for local service at no additional charge to end-users. The FCC has determined that a carrier satisfies the local usage requirements when it offers customers rate plans containing varying amounts of local usage.

Number Porting. We understand the Wireless space has many differences, and while we commit to providing excellent service, we understand there may be situations when another Wireless Service Provider would offer a Wireless Plan that better suits your needs or coverage area. In these situations, we commit to the rules set forth by FCC regulations regarding “Local Number Portability” and permit a customer to keep the same phone number by porting over to their new Wireless Service Provider. We do not charge for providing this service.

Participating Sequoia Wireless users in the California LifeLine program have access to the following supported services. Questions about supported services may be sent in writing to admin@sequoiawireless.com.

Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. To learn more about this service, refer to our Accessibility Policy at www.sequoiawireless.com/accessibility.

Toll Limitation for qualifying low-income consumers. Sequoia Wireless’s offerings inherently allow Lifeline subscribers to control their usage, as its wireless service is offered on a prepaid basis. Sequoia Wireless is not required to offer toll limitation service to low-income consumers if the LifeLine offering provides a set number of minutes that do not distinguish between toll and non-toll calls. Sequoia Wireless’s service, moreover, is not offered on a distance-sensitive basis and local and domestic long distance minutes are treated the same. If, in the future, Sequoia Wireless should offer a LifeLine service which differentiates between local usage and domestic long distance usage, the Company commits to provide TLS to customers of that service.

Voice-grade access to the public switched network over all distances. Sequoia Wireless will provide, via resale of the network of T-Mobile, voice-grade wireless access to the Public Switched Telecommunications Network (“PSTN”). Voice-grade access to the public switched network is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications.

Wireless Services

Sequoia Wireless services are offered at the company's discretion and Sequoia Wireless has the right to alter pricing and the Terms and Conditions without notice. Sequoia Wireless maintains the right to modify or terminate a subscriber's service, an account, or to take remedial action at any time and for any reason, including, but not limited to, your violation of any aspect of these Terms and Conditions. A subscriber's right to use Sequoia Wireless service is subject to Sequoia Wireless's business practices, policies, procedures, rates, and these Terms and Conditions. Sequoia Wireless will notify subscribers of any change to the Terms and Conditions that is determined to be materially adverse to a subscriber's service. Check Sequoia Wireless’s website, www.sequoiawireless.com, for the most recent pricing and changes to the Terms and Conditions.

Local phone numbers may not be available in all areas. Due to the usage of radio transmissions, Sequoia Wireless services may be limited in certain areas and coverage may not be accessible everywhere. Quality of service may be influenced by situations beyond Sequoia Wireless's control, such as atmospheric, geographical, or other variables. Service may also be disrupted by damage to wireless handsets. Sequoia Wireless does not promise or represent that service will be available at any given time or geographic area, or that service will be delivered uninterrupted. In the event of an emergency, Sequoia Wireless users may reach 911. However, sometimes a subscriber may try to telephone 911 in a location where there is no wireless service.

By applying for or activating service with Sequoia Wireless, a subscriber agrees not to use Sequoia Wireless services in a manner that is illegal, abusive, or fraudulent. This will be determined at Sequoia Wireless's sole discretion. You may not alter the software or hardware on your Sequoia Wireless smartphone for any reason except for iOS updates.

To determine if you reside within a service area, please visit www.sequoiawireless.com/coverage. You may enter your zip code or locate coverage maps on the website to verify coverage. Actual coverage may differ substantially from the areas of coverage shown on the website due to weather, terrain, buildings, equipment, signal strength, and other factors.

Top-Up Data

Sequoia Wireless will offer Subscribers the most favorable option of purchasing additional data from any comparable provider, when in comparison to the current Service Provider offerings. A Subscriber will have a simple single option to purchase additional data at a 1 GB Top-Up level. The Subscriber will be able to enter and purchase the total number of GB they wish to purchase. For example, 5 GB of data would equate to purchasing a total of 5 items (each being of a 1 GB Top-Up). We will not limit the data to a 30-day usage but roll over the data to each subsequent month of service until used or until the service becomes inactive. The cost will be \$5.00 per 1 GB Top-Up, which is tied with Assurance in offering the lowest cost of offering additional data to a Subscriber. When you factor in the realization that the data does not expire, our Top-Up product simply separates us from the others in providing the best value and offering to Subscribers. In offering this most favorable offering, we determine this will be a loss leader, deriving the benefit from added satisfaction from our Subscribers.

Rates for Service, Features, Coverage, Activation Fees

Refer to Sequoia Wireless's Plans Chart and Schedule of Rates and Charges or visit www.sequoiawireless.com for the most recent LifeLine pricing plans. Note: We do not charge subscribers an early termination fee.

Eligible LifeLine clients will get a smartphone (maximum of one per year) provided to LifeLine customers in refurbished grade A or B; however, new upgraded phones are available for purchase. The Company reserves the right to refuse to provide a free smartphone in accordance with the Company's Smartphone Policy, which limits the availability of free smartphone to only one per twelve month period, per customer. Customers who are not entitled to a free smartphone must purchase a smartphone from the Company or provide their own compatible smartphone.

All Sequoia Wireless California customers are subject to a non-recurring \$39.00 activation fee when initiating service with the Company or switching from another provider to the Company for Non-Tribal Households and \$39 for Tribal Households. Sequoia Wireless will not assess a conversion charge or claim reimbursement when a Subscriber chooses to switch from one LifeLine plan to a different LifeLine plan offered by us. If the customer is approved for California LifeLine by the California LifeLine Administrator, the customer will receive a \$39.00 discount back to their account. In the event the customer is not eligible for the discount, Sequoia Wireless will waive the fee out of goodwill.

Service includes countrywide coverage and access to voice mail, Caller ID, Call Waiting, Call Forwarding, and 3-Way Calling. There is no extra price for long-distance calls. Calls to 911 and customer service (by dialing 611) are free and do not count against available minutes, which are unlimited on our plans. Roaming and International calling is not permitted on any available Sequoia Wireless plan. International dialing is blocked. International text messages is not available.

Airtime costs apply to normal voice use for both local and domestic long distance calls. Sequoia Wireless voice consumption is subtracted in full-minute increments and all partial minutes are rounded up to the following minute. Airtime applies to all voice and message retrieval calls. Unanswered outbound calls will be charged airtime if the ring time exceeds 30 seconds. Ring time is defined as the length of time between the point at which a conversation is made (pressing the talk button) and the point at which it is answered (or ended before it is answered). Credits will not be issued for dropped calls. As are plans are unlimited in minutes, this information is provided for the purposes of visibility into how we calculate calls for internal purposes. If a subscriber runs out of high speed data, the subscriber may purchase Top-Ups in 1 GB increments for \$5 per increment.

Sequoia Wireless does not have the power to ban your name and number while making outgoing calls. Sequoia Wireless retains the right to alter or alter its services without prior notification.

Taxes and Surcharges

Sales and Use Tax. Telecommunication services and service plans are not subject to sales and use tax, pursuant to RTC § 6007 and RTC § 6010. While telecommunication plans are exempt from these taxes, devices are not. When purchasing a Sequoia Wireless device at retail prices, we will add the applicable tax to the bill. However, when purchasing a Sequoia Wireless device through a government program we will cover the cost of Sales and Use Tax on your behalf. We also will cover the cost of Sales and Use tax when providing you with a free device.

Federal Universal Service Fund (USF). This regulatory fee is used to fund federal Universal Service programs such as Federal Lifeline. The contribution factor is determined by the Federal Communications Commission (FCC), with the rate being 29.2% in Q3 of 2023. All telecommunications service providers contribute to USF based on a percentage of their assessable revenue. Some consumers may notice a “Universal Service” line item on their telephone bills. This line item appears when a company chooses to recover its USF contributions directly from its customers by billing them this charge. At Sequoia Wireless, we have made the conscious decision to fully account for this expense without the need of recovering the fee from our customers.

Program Notices

Annual LifeLine Notice

Sequoia Wireless shall annually send to all of our Customers, other than Customers of foreign exchange, or farmer lines, an Annual LifeLine Notice that contains information about the availability, terms, and conditions of California LifeLine.

The Annual LifeLine Notice shall include information about the availability, terms, and conditions of two California LifeLine Lines for qualified Disabled Persons, including information regarding the limited reimbursement of Service Connection/Activation Charges, and inform Customers of the California LifeLine Program’s benefit portability and enrollment request freeze policies. It should be noted that a change to the Annual LifeLine Notice to reflect the annual adjustment to California LifeLine income eligibility limits is not a material change to the notice.

Notice of Changes

Sequoia Wireless will provide 30 days’ notice to our Subscribers for any of the following reasons: making changes to their California LifeLine service offering; Increases to the California LifeLine rate pursuant to Section 8 and Public Utilities Code; and/or Service restrictions to our California LifeLine Service. Unless no notice or a shorter notice period is authorized by statute or Industry Rule or other Commission order, Sequoia Wireless shall give affected customers at least 30 days’ notice before the effective date of an advice letter requesting higher rates or charges, or more restrictive terms or conditions, than those currently in effect. This notice requirement will be provided by electronic mail (e-mail) where customer has affirmatively consented as part of the terms and conditions to receive notice in this manner. The notice by e-mail is complete upon successful transmission.

Notice of Affected Customers

No later than the date that is 30 days before the advice letter’s requested effective date, or on the date that Sequoia Wireless submits the advice letter to the Telecommunications Advice Letter Coordinator, whichever date is earlier, Sequoia Wireless will give notice to each affected customer of the advice letter if it requests approval of a Transfer, Withdrawal of Service, or higher rates or charges or more restrictive terms or conditions.

However, no further customer notice is required of Sequoia Wireless’s Compliance Advice Letter that implements a prior Commission order approving Sequoia Wireless’s request for authorization of a Transfer, Withdrawal of Service, or higher rates or charges or more restrictive terms or conditions, unless a further notice is required in the prior Commission order. Whenever this customer notice is of an advice letter submitted or required to be submitted in Tier 3, the notice must contain information regarding the procedure for protests, as follows: The proposed [insert Transfer, Withdrawal of Service, or higher rates or charges or more restrictive terms or conditions, as appropriate] is being submitted by Advice Letter [insert advice letter number] for review and possible approval by the California Public Utilities Commission. The advice letter was filed with the Communications Division [insert date of filing]. Anyone may object to the advice letter by sending a written

protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Ave., 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to insert name and address of person whom Sequoia Wireless has designated in the advice letter to receive protests]. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B."

Customer Notice of Transfer or Withdrawal

If Sequoia Wireless requests approval of a transfer of customers, the notice must identify the transferee, describe the changes (if any) in rates, charges, terms, or conditions of service, state that customers have the right to select another utility, and provide a toll-free customer service telephone number for the purpose of responding to customers' questions.

If Sequoia Wireless requests approval of a Withdrawal of Service, the notice must also describe the proposed Withdrawal. In the case of a Withdrawal from providing Basic Service, the notice must describe the arrangements Sequoia Wireless has made to ensure continuity of service to affected customers. If Sequoia Wireless resells Basic Service (or service element thereof), the arrangements must include notice to affected customers that they may choose another service provider or (if no other service provider is chosen) receive Basic Service from the underlying carrier or Carrier of Last Resort. If Sequoia Wireless is proposing Withdrawal of Basic Service that it provides using its own facilities, Sequoia Wireless must arrange for Transfer of its customers to another Utility.

CALIFORNIA LIFELINE DISCLOSURES

Wireless Service Elements

The Company provides the following wireless service elements:

1. **Ability to place and receive voice-grade calls** over all distances utilizing the public switched telephone network or successor network.
2. **Calls within a local exchange or over an equivalent or larger-sized local calling area.** Sequoia Wireless offers its California LifeLine customers the ability to send and receive voice-grade calls within a nationwide coverage area, currently using T-Mobile wireless network. Domestic voice calls are not distance sensitive; a customer does not pay more for making a domestic long-distance call than for a call within their local exchange area.
3. **Voice-grade connection to the public switched telephone network.** Through its wholesale agreements, Sequoia Wireless offers its California LifeLine customers the ability to send and receive voice-grade calls over all domestic distances (local and long distance) via a wireless voice-grade connection to the public switched telephone network.
4. **Disclosures regarding voice-grade connection.** Each Sequoia Wireless California LifeLine participant is entitled to a voice-grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Sequoia Wireless customers are free to discontinue service at any time without penalty.
5. **Response to notification of no voice-grade connection.** If, at any time, a participant fails to receive a voice-grade connection and notifies Sequoia Wireless, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by Sequoia Wireless and agreed to by the participant, or (3) allow the participant to discontinue service without penalty. Sequoia Wireless is committed to prompt and effective responses to customer notifications.
6. **Free unlimited access to 911/E -911.** Sequoia Wireless does not charge for calls placed to 911/E-911, nor do 911/E-911 calls utilize available minutes. In addition, 911/E-911 service is available for all activated handsets, regardless of whether there are minutes available for use under the plan.

Billing

The Company will abide by the following billing provisions:

1. **Service Elements.** Sequoia Wireless will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. As your cost would be the same without data services, all plans provide data services in alignment with California LifeLine.
2. **California LifeLine Discount.** Sequoia Wireless will apply the applicable California LifeLine discount to each subscriber's selected plan.
3. **Pre-Paid Plans.** Sequoia Wireless will offer California LifeLine-eligible plans on a pre-paid basis.
4. **Non-Discrimination.** Sequoia Wireless will offer California Lifeline discounted services on a nondiscriminatory basis to any customer residing within the service territory where the Company offers retail wireless telephone services. Sequoia Wireless will only provide California LifeLine discounts to participants that are approved by the California LifeLine Administrator.
5. **Contracts.** Sequoia Wireless will not require contracts. Sequoia Wireless offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to Sequoia Wireless's retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.
6. **Added Features and Enhanced Services.** If Sequoia Wireless adds features and/or enhanced services as a part of its California LifeLine offerings, the offerings will meet or exceed the minimum standards set by the CPUC. As set forth in the Schedule of Rates, Sequoia Wireless offers a California LifeLine plan that meets or exceeds the minimum service elements and is not bundled with any video or data services.
7. **Purchase additional broadband data.** Sequoia Wireless allows Subscribers to purchase additional broadband data.
8. **Completion of Allotted Minutes.** Upon completion of allotted minutes, the Company will provide participants an option to purchase additional minutes and will prominently disclose the charges, terms, and conditions associated with the purchase of additional minutes. As our plans are unlimited minutes, there will never be a situation where a participant would need to purchase additional minutes.
9. **Form of Payment Fee.** Sequoia Wireless will not assess a fee to participants for paying their bills (i.e. paying for service) in person by cash, check, or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.
10. **No Restocking Fee.** Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.
11. **Devices.** Sequoia Wireless will offer all devices to participants on the same basis as the Company's retail customers.
12. **Access to telephone relay services** as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), Sequoia Wireless will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.
13. **900/976 Information Services.** Sequoia Wireless will provide participants free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services-related charges inadvertently or mistakenly incurred, or without authorization.
14. **Access to operator service.** Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).
15. **Early termination fee.** Sequoia Wireless will not apply an early termination fee if the California LifeLine participant terminates service within fourteen days of service activation.

Disclosures

The Company makes the following disclosures in accordance with the California Lifeline Rules. The Company makes this information available in print during instances of in-person enrollment where consumers can review them and/or request a copy; via its website, www.sequoiawireless.com; and upon request via its customer service department by emailing admin@sequoiawireless.com:

1. California LifeLine Service Plan Offerings – Rates and Fees. See California Lifeline Plans Chart. Each plan is subject to a one-time \$39.00 retail activation fee when initiating service with the Company or changing service from another provider to the Company. The one-time fee will be charged to the customer’s account at activation; however, if the customer is approved for California Lifeline by the California Lifeline Administrator, the California Lifeline participant may be eligible to receive a \$39.00 discount (the California Lifeline fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per household per year pursuant to D. 17-01-032. If the Company confirms during the enrollment process that the customer has already received Lifeline service from two (2) providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee. Otherwise, Sequoia Wireless will be responsible for the fee). Sequoia Wireless will provide a gesture of goodwill and discount the Service Connection/Activation Charge in the amount of \$39 when the customer is deemed to be responsible for the charge. See also the Schedule of Rates document available on our website – www.sequoiawireless.com/carates.
2. Charges, terms, and conditions associated with purchasing additional data. (See Schedule of Rates.)
3. 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device’s ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.
4. Potential service coverage and service quality issues, and safety-related considerations when smartphones are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier’s radio telephone system. Neither the Company, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone in your home, residents will not have access to call 911 when the smartphone is removed from that location.
5. Access to 800 or 800-like toll-free services. The Company provides its customers with access to 800 or 800-like toll-free services. Under the Company’s business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates).
6. The Company’s free California LifeLine smartphones are data capable and may be new or refurbished grade A or B; newly upgraded smartphones are also available for purchase. Free smartphones are limited to one (1) per twelve

- (12) month period, per customer. Customers who are not entitled to a free smartphone must purchase a smartphone from the Company or provide their own compatible smartphone.
7. Sequoia Wireless SIM cards and devices provided by or purchased from us are intended for use on our networks and in other coverage areas that we may make available to you. Our devices are unlocked by default. Please refer to our Device Unlocking Policy to learn more.
 8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)
 9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call. (See Schedule of Rates.)
 10. Schedule of rates and charges. The Company's Schedule of Rates and charges for California LifeLine service are included herein as the "Schedule of Rates."
 11. Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company's California LifeLine customers are provided free, unlimited access to Sequoia Wireless customer service either by dialing 611, dialing the toll-free customer service number, or sending an email to admin@sequoiawireless.com. Calls to the Company's customer service do not count against the California LifeLine customer's allotted voice minutes.
 12. Free, unlimited access to customer service representatives fluent in the same language in which California LifeLine was originally marketed and sold. At this time, the Company markets and sells California LifeLine service in English. The Company therefore provides English-speaking customer service operators through its customer service department, which may be accessed as described above.
 13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.
 14. Access to two California LifeLine telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users. The Company will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.
 15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)
 16. Access to Public Safety N11s. All of Sequoia Wireless California Lifeline plans will provide access to special service N11 numbers. D.14-01-036 requires free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California Lifeline eligible plans with 1,000 or more voice minutes, and notes that "Wireless providers may meet this obligation by offering these features on plans with 1,000 or more minutes, or by offering at least one plan with unlimited voice minutes that conform to this Decision, and which may include text, but not video or data" (see Attachment D of the Decision). Therefore, Sequoia Wireless will comply with Wireless Service Element number 19 by offering its Unlimited Talk & Text rate plan option (See Schedule of Rates.)
 17. California LifeLine Participant Exemptions. The Commission exempts California LifeLine participants from paying public purpose program surcharges, the Commission's user fee, federal excise tax, local franchise tax, and California 911 tax associated with telephone service. The Company will comply with this exemption. The Company understands that the exemption does not alter the statutory requirement for all telephone corporations in California to assess, collect, and remit public purpose surcharges on revenues collected from end-users for intrastate telecommunications services that are subject to surcharge in compliance with Pub. Util. Code §§ 285 and 710.
 18. 30-Day Notice. The Company will provide 30 days prior notice to California LifeLine participants in the event it withdraws from the provision of California LifeLine Service.

19. All approved California LifeLine plans are subject to Sequoia Wireless’s California LifeLine Terms and Conditions and is provided digitally for each California LifeLine participant to review prior to agreeing to service. This is also available on our website at www.sequoiawireless.com/carates. In addition, by using Sequoia Wireless Services and Devices, a California LifeLine participant is subject and bound to our “Accessibility Policy” including Hearing Air Compatibility and Telecommunications Relay Service (refer to www.sequoiawireless.com/accessibility); “Open Internet Policy” (refer to www.sequoiawireless.com/openinternet); “Privacy Policy” (refer to www.sequoiawireless.com/privacy); “Website Terms of Use” (refer to www.sequoiawireless.com/webterms); “Acceptable Use Policy” (refer to www.sequoiawireless.com/acceptable); “Digital Millennium Copyright Act Policy” (refer to www.sequoiawireless.com/dmca); “Freedom of Choice Policy” (refer to www.sequoiawireless.com/freedom); and “Net Neutrality Policy” (refer to www.sequoiawireless.com/neutrality). Note: If there is a discrepancy, as it pertains to Sequoia Wireless’s California LifeLine Service, the terms of “California LifeLine Terms and Conditions” (refer to www.sequoiawireless.com/carates) will supersede.

California LifeLine Enrollment Limitations

30-Day Waiting Period for an Enrollment Request for the California LifeLine Discounts for Cell Phone Service (“Enrollment Freeze”). When a consumer submits an enrollment request to receive the California LifeLine discounts for cell phone service the consumer has to wait up to 30 days to submit another enrollment request. A consumer CANNOT have multiple enrollment requests for the California LifeLine discounts for cell phone service going at the same time. The 30-day waiting period ends when either (1) the California LifeLine Administrator sends the final eligibility decision, (2) the enrollment request is canceled, or (3) the 30 days have passed since the enrollment request, whichever occurs first. After the 30-day clock stops, a consumer may then submit another enrollment request for the California LifeLine discounts for cell phone service, as applicable. A consumer can independently cancel an enrollment request by contacting the California LifeLine Administrator by phone at 877-858-7463 or going to Check Your Status at www.californialifeline.com. The cell phone company can also cancel an enrollment request.

Telephone Consumer Protection Act (TCPA)

To ensure that consumer inquiries are handled with the utmost professionalism, we and our affiliates, agents, assigns, and service providers monitor and record all calls between you and us or any of our affiliates, agents, assigns, and service providers in order to improve our service to you. You agree to be monitored and recorded. You agree that Sequoia Wireless may from time to time contact you by phone calls and/or text messages at any telephone number linked with your account, including wireless telephone numbers, which may incur fees (but not from Sequoia Wireless).

By using this website, you agree and accept that Sequoia Wireless may from time to time send you emails, phone calls, and/or text messages to any email addresses and/or telephone numbers connected with your account, including your home, work, and wireless telephone number, for which you may incur fees. This includes, but is not limited to, the use of prerecorded/artificial voice messages and/or an automated telephone dialing system to contact you. You also agree that Sequoia Wireless may send you emails to any email address you supply or use other electronic forms of contact to the extent authorized by law. Consent may be withdrawn at any moment and by any acceptable method such as sending us an email at admin@sequoiawireless.com.

California Emergency Protections

In response to the devastating wildfires of 2018 and 2019, the State of California asked service providers such as Sequoia Wireless to put measures in place to assist people impacted by emergency situations. In California’s Decision Adopting An Emergency Disaster Relief Program For Communication Service Provider Customers (D. 19-08-025), issued August 23, 2019 in Rulemaking (R.) 18-03-011, when a State of Emergency is declared by either the Governor of the State of California or the President of the United States, Sequoia Wireless will provide additional service credits to existing customers, and handsets to those that qualify. In response to Decision 19-08-025, Sequoia Wireless has implemented ongoing and continuous outreach to ensure its customers are aware of the consumer protection measures available to them before, during, and after emergency situations. Sequoia Wireless communicates these emergency protections on our

website, annually as part of the California Annual Notice Sequoia Wireless sends out in compliance with General Order 153, Procedures for Administration of The Moore Universal Telephone Service Act.

California Emergency Relief Plan

Sequoia Wireless has established our emergency assistance protocols for subscribers in California. Please read the following to get acquainted with the support available to you in the event that a disaster (announced by the governor of California or the president of the United States) affects your service or displaces your family.

When the governor or the president of the United States declares a state of emergency in California because a catastrophe has disrupted utility service or reduced the quality of utility service, the following remedial measures will be implemented:

- Sequoia Wireless may let customers delay or phase payments for data, call, and text coverage prices for a certain time period. As we do not charge monthly fees for our ACP plans, provisions related to this delay in required usage or annual recertification will be subject to the rules set forth as part of ACP.
- Sequoia Wireless will provide mobile phones for temporary usage in approved county or municipal emergency shelters to our subscribers seeking refuge from a catastrophe.
- Sequoia Wireless will consider extending service payment deadlines for affected customers for certain time periods. As we do not charge monthly fees to the subscriber for ACP plans, provisions related to this delay in required usage or annual recertification will be subject to the rules set forth as part of ACP.
- Sequoia Wireless may provide temporary replacement phones to subscribers whose phones were lost or destroyed as a consequence of a natural catastrophe or evacuation.

If the Universal Service Administrative Company (USAC) receives exemptions from the Federal Communications Commission (FCC) for its non-usage and eligibility renewal regulations for ACP, Sequoia Wireless will:

- Suspend the de-enrollment of affected California subscribers for non-usage.
- Reenroll any affected subscriber upon notice from USAC that a rejection of the subscriber's renewal eligibility for ACP has been reversed.

Assuming the position is consistent with the FCC's waivers, these protections will begin upon the declaration of a state of emergency in California and end no sooner than 12 months after the date of the declaration, or as determined by the California Office of Emergency Services.

Contact Sequoia Wireless Customer Support at admin@sequoiawireless.com if you have any questions about this Plan.

California Public Utilities Commission (CPUC) – Consumer Affairs Branch (CAB)

As the California Public Utilities Commission (CPUC) regulates California utilities, such as Sequoia Wireless, which provide telecommunications services in the State of California, if you have a question or a complaint concerning Sequoia Wireless's services, at any time you may also contact the Consumer Affairs Branch (CAB) to seek assistance, at the following address: California Public Utilities Commission Consumer Affairs Branch, 505 Van Ness Avenue San Francisco, CA 94102, Email: consumer-affairs@cpuc.ca.gov. Or you may reach CAB by telephone at 1-800-649-7570, Monday through Friday, 8:30 a.m. to 4:30 p.m.

Notices

You may send notices to Sequoia Wireless by mail, 29034 Westbourne Court, Hayward, CA, 94544-6345 or by email at admin@sequoiawireless.com. Notices will be considered effective after received by Sequoia Wireless. If a subscriber is unable to resolve concerns with Sequoia Wireless, they may file a complaint with the Federal Communications Commission and/or the California Public Utilities Commission (CPUC) – Consumer Affairs Branch (CAB). Any notice sent to a subscriber will be sent via email we have on file.

Attachment E

Accessibility Policy

Accessibility Policy

Effective Date: June 9, 2023

This policy describes how persons with disabilities may use the wireless services offered by Sequoia Wireless. Individuals with hearing, vision, or speech impairments who want to apply for a specially equipped Sequoia Wireless device must email us at admin@sequoiawireless.com and clarify their requirements.

Hearing Aid Compatibility

The Federal Communications Commission (FCC) has issued particular hearing-aid compatibility regulations for mobile phones to guarantee that manufacturers build phones compatible with hearing aid devices and assist users of Sequoia Wireless hearing aids in locating compatible phones. In particular, the FCC depends on criteria produced by the American National Standards Institute (ANSI) to assist customers in determining whether mobile phones are compatible with hearing aids. A phone is hearing aid compatible according to the 2019 ANSI Standard if it is labeled as such. The 2011 ANSI Standard employs a rating system: compatibility with telecoil hearing aids is determined by a 'T' rating (T1 through T4), and compatibility with microphone hearing aids is determined by an 'M' rating (M1 through M4).

The greater the M or T rating granted to a phone, the less interference there is for hearing aid users; phones rated 3 or 4 are considered hearing aid compatible.

Today, the majority of mobile phones are built to be compatible with hearing aids in accordance with ANSI Standards, reducing or eliminating interference that certain hearing aid users may encounter while using a cell phone. Interference occurs when the electronics within the hearing aid device pick up and demodulate radio frequency (RF) or electromagnetic interference (EMI) emitted by the cell phone or other sources, resulting in a buzzing, humming, or whistling noise for users with hearing aid devices while using certain cell phones. In addition to compatibility with hearing aids, the level of interference encountered will vary based on the hearing aid's design.

Although the ANSI Standards are a helpful resource for customers when selecting a mobile phone, they do not ensure that a phone will not interfere with a certain hearing aid. In addition, although some of the wireless technologies used by phones have been evaluated and graded for use with hearing aids, there may be certain wireless technologies used by phones that have not yet been tested for use with hearing aids. Whether you wear a hearing aid, it is essential that you test the various capabilities of your phone in many places and with your hearing aid to discover if you hear any noise interference. If you have concerns regarding your hearing aid, the manufacturer or a hearing health specialist may provide assistance. You may also contact your phone manufacturer for further hearing aid compatibility information. In addition, if your mobile phone is not compatible with your hearing aid equipment, please contact Sequoia Wireless at admin@sequoiawireless.com.

Sequoia Wireless assures that 100% of our wireless phones comply with ANSI standards for hearing aid compatibility. Sequoia Wireless presently provides the following wireless phones that are compatible with hearing aids:

Make	M Rating	T Rating	FCC ID	Functionality	ANSI
Apple iPhone 6	3	4	BCG-E2816A	Smartphone	2019
Apple iPhone 6 Plus	3	4	BCG-E2817A	Smartphone	2019
Apple iPhone 6S	3	4	BCG-E2946A	Smartphone	2019
Apple iPhone 6S Plus	3	4	BCG-E2944A	Smartphone	2019
Apple iPhone 7	3	4	BCG-E3091A, BCG-E3085A	Smartphone	2019
Apple iPhone 8	3	4	BCG-E3159A, BCG-E3172A	Smartphone	2019

See the FCC Guide at www.fcc.gov/hearing-aid-compatibility-wireless-telephones or the wireless industry association's consumer resource guide at www.accesswireless.org/resources-for-consumers/hearing-resources for further information on hearing aid compatibility with wireless phones. Visit the Global Accessibility Reporting Initiative's website at

www.gari.info to learn more about the accessibility features available on modern and older mobile devices. For more information on accessibility features offered by iPhone, refer to apple.com/accessibility

Telecommunications Relay Service

Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. You may get more information on the numerous kinds of relay services via the FCC's TRS website at www.fcc.gov/consumers/guides/telecommunications-relay-service-trs. You may also get information on the service offered in California via ddtp.cpuc.ca.gov/relay.aspx. Below are the different forms of TRS include the following:

- Text-to-Voice TTY
- Voice Carry Over (VCO)
- Hearing Carry Over (HCO)
- Speech-to-Speech (STS)
- Spanish Text-to-Voice TTY
- Captioned Telephone
- IP Captioned Telephone
- IP Relay
- Video Relay Service (VRS)
- Real-Time Text (RTT)

TRS is accessible for local and long-distance calls in all 50 states and territories of the United States. TRS providers are reimbursed for the expenses of delivering TRS by a state or federal fund, and TRS consumers incur no additional fees beyond ordinary calling rates. TRS may be contacted by calling 711 or by contacting your state relay provider, as mentioned in the FCC's TRS Directory, which can be accessed at www.fcc.gov/general/telecommunications-relay-services-directory. TTY users should dial 911 immediately in case of an emergency.

Using Text Telephone with Sequoia Wireless Service

A Text Telephone (TTY) is a device that allows deaf, hard-of-hearing, or speech-impaired persons to use the telephone to communicate. Instead of speaking and listening, TTY allows individuals to write messages back and forth. Text-to-voice calls normally need a TTY on both ends, however, TRS can interpret conversations for text-to-voice calls.

The FCC requires digital wireless carriers to be capable of transmitting calls from a TTY connected wireless phone. While the FCC regulation applies only to calls made to 911, the ability to dial 911 enables users to make calls to anybody, wherever, so long as the recipient has a TTY or the call is translated through TRS. All our plans and iPhones are compatible with TTY.

IP-based calling services, such as Voice over LTE (VoLTE) and Wi-Fi Calling, do not support TTY calls, including those to 911. Customers with communications challenges who need to dial 911 while utilizing IP-based calling should utilize IP Relay, Video Relay, or IP Captioned Telephone Service. When supported, clients may also send a text message straight to 911. (text-to-911).

Using Real-Time Text with Sequoia Wireless Service

Real-time text (RTT) enables the delivery of text messages in real time as they are being created, making them more comparable to standard speech discussions. RTT permits audio communication in addition to text communication (simultaneous voice and text). In contrast to other texting systems, RTT is analogous to a phone conversation in that an RTT call must be initiated, the other person must answer the call for communication to begin, and both sides must hang up after the call is over. On a network that supports RTT, customers with RTT-enabled devices may be able to connect with persons also using RTT-enabled devices. Using RTT while connected to the wireless network will use your voice minutes, so it's a good thing we provide unlimited minutes!

Using Other Telecommunications Relay Services with Sequoia Wireless Service

Sequoia Wireless's data services may facilitate the usage of IP-based telecommunications relay services, such as Video Relay Service, IP Relay, and IP Captioned Telephone Service. These TRS services are superior to TTY for making aided calls, including 911 calls. Utilizing these services while connected to Sequoia Wireless's wireless network will use your voice minutes, but no need to worry as your plan comes with unlimited minutes!

Customer Support

If you have concerns regarding how people with disabilities may utilize the wireless services of Sequoia Wireless, please contact us at admin@sequoiawireless.com.

Attachment F

California Emergency Relief Plan

California Emergency Relief Plan

Effective Date: June 9, 2023

Administrative Actions:

In the event the governor of California or a president of the United States declares a state of emergency which has either resulted in the loss or disruption of the delivery or receipt of utility service and/or resulted in the degradation of the quality of utility service, Sequoia Wireless shall file a Tier 1 Advice Letter within 15 days of the Governor's or President's state of emergency proclamation reporting compliance with implementing this Decision's mandated emergency disaster relief customer protections and outreach activities. This Advice Letter would include which of the required relief measures the provider has implemented, which of the required relief measures the provider will implement pending an FCC Lifeline waiver, which of the required relief measures do not apply because we either do not provide or does not charge for that service, and which relief measures, if any, we would offer in addition to the required measures.

We shall provide the following mandated protections to their customers who are in a disaster-affected area under a covered emergency declaration by the governor of California or president of the United States: (a) provide mobile phones for customers seeking shelter from a disaster to use temporarily at a county or city designated shelter; (b) consider allowing customers to defer or phase payment for coverage charges for data, talk, and text for defined periods of time; and (c) consider extending payment dates for service for defined periods of time for impacted customers; and to consider providing temporary replacement phones for customers whose phones were lost or damaged as a result of a disaster or evacuation.

Sequoia Wireless shall file a Tier 1 Advice Letter at the default, 12-month conclusion of customer protection period, or as reasonably determined by the Governor's Office of Emergency Services, detailing the mandated protections offered to the customer affected by the disaster, the start and end periods customers received the emergency customer protections, the outreach efforts conducted, the customer impacts, and basic metrics – that can be measured or estimated– such as the number of consumers that received each of the available protections over the course of the year. All Tier 1 Advice Letters, in compliance with this Decision, shall be filed on the service list of this rulemaking to ensure that all interested parties have the opportunity, through timely and efficient means, to receive notice and review these filings.

California Subscribers (ENGLISH):

Sequoia Wireless has established our emergency assistance protocols for subscribers in California. Please read the following to get acquainted with the support available to you in the event that a disaster (announced by the governor of California or the president of the United States) affects your service or displaces your family.

When the governor or the president of the United States declares a state of emergency in California because a catastrophe has disrupted utility service or reduced the quality of utility service, the following remedial measures will be implemented:

- Sequoia Wireless may let customers delay or phase payments for data, call, and text coverage prices for a certain time period. As we do not charge monthly fees for our ACP plans, provisions related to this delay in required usage or annual recertification will be subject to the rules set forth as part of ACP.
- Sequoia Wireless will provide mobile phones for temporary usage in approved county or municipal emergency shelters to our subscribers seeking refuge from a catastrophe.
- Sequoia Wireless will consider extending service payment deadlines for affected customers for certain time periods. As we do not charge monthly fees to the subscriber for ACP plans, provisions related to this delay in required usage or annual recertification will be subject to the rules set forth as part of ACP.
- Sequoia Wireless may provide temporary replacement phones to subscribers whose phones were lost or destroyed as a consequence of a natural catastrophe or evacuation.

If the Universal Service Administrative Company (USAC) receives exemptions from the Federal Communications Commission (FCC) for its non-usage and eligibility renewal regulations for ACP, Sequoia Wireless will:

- Suspend the de-enrollment of affected California subscribers for non-usage.
- Reenroll any affected subscriber upon notice from USAC that a rejection of the subscriber's renewal eligibility for ACP has been reversed.

Assuming the position is consistent with the FCC's waivers, these protections will begin upon the declaration of a state of emergency in California and end no sooner than 12 months after the date of the declaration, or as determined by the California Office of Emergency Services.

Contact Sequoia Wireless Customer Support at admin@sequoiawireless.com if you have any questions about this Plan.

California Subscribers (SPANISH):

Sequoia Wireless ha establecido nuestros protocolos de asistencia de emergencia para suscriptores en California. Lea lo siguiente para familiarizarse con el apoyo disponible para usted en caso de que un desastre (anunciado por el gobernador de California o el presidente de los Estados Unidos) afecte su servicio o desplace a su familia.

Cuando el gobernador o el presidente de los Estados Unidos declare un estado de emergencia en California debido a que una catástrofe interrumpió el servicio público o redujo la calidad del servicio público, se implementarán las siguientes medidas correctivas:

- Unirse a LifeLine puede permitir a los clientes retrasar o escalonar los pagos de los precios de cobertura de datos, llamadas y mensajes de texto durante un período de tiempo determinado. Como no cobramos tarifas mensuales por nuestros planes ACP, las disposiciones relacionadas con este retraso en el uso requerido o la recertificación anual estarán sujetas a las reglas establecidas como parte de ACP.
- Sequoia Wireless proporcionará teléfonos móviles para uso temporal en refugios de emergencia municipales o del condado aprobados para nuestros suscriptores que buscan refugio de una catástrofe.
- Sequoia Wireless considerará extender los plazos de pago del servicio para los clientes afectados por ciertos períodos de tiempo. Como no cobramos tarifas mensuales al suscriptor de los planes ACP, las disposiciones relacionadas con este retraso en el uso requerido o la recertificación anual estarán sujetas a las reglas establecidas como parte de ACP.
- Sequoia Wireless puede proporcionar teléfonos de reemplazo temporales a los suscriptores cuyos teléfonos se perdieron o se destruyeron como consecuencia de una catástrofe natural o una evacuación.

Si la Compañía Administrativa de Servicio Universal (USAC) recibe exenciones de la Comisión Federal de Comunicaciones (FCC) por sus regulaciones de no uso y renovación de elegibilidad para ACP, Sequoia Wireless:

- Suspender la cancelación de la inscripción de los suscriptores de California afectados por falta de uso.
- Volver a inscribir a cualquier suscriptor afectado cuando la USAC le notifique que se revocó el rechazo de la elegibilidad de renovación del suscriptor para ACP.

Suponiendo que el puesto sea consistente con las exenciones de la FCC, estas protecciones comenzarán con la declaración del estado de emergencia en California y finalizarán no antes de los 12 meses posteriores a la fecha de la declaración, o según lo determine la Oficina de Servicios de Emergencia de California.

Comuníquese con el servicio de atención al cliente de Sequoia Wireless en admin@sequoiawireless.com si tiene alguna pregunta sobre este plan.

California Subscribers (CANTONESE):

Sequoia Wireless 已為加利福尼亞州的用戶制定了緊急援助協議。請閱讀以下內容，了解在發生災難（由加利福尼亞州州長或美國總統宣布）影響您的服務或使您的家人流離失所時，您可以獲得的支持。

當美國州長或總統因災難擾亂公用事業服務或降低公用事業服務質量而宣布加州進入緊急狀態時，將實施以下補救措施：

- 加入 LifeLine 可以讓客戶在特定時間段內延遲或分期支付數據、通話和短信覆蓋價格。由於我們的 ACP 計劃不收取月費，因此與所需使用延遲或年度重新認證相關的規定將遵守 ACP 規定的規則。
- 加入 LifeLine 將為在災難中尋求庇護的用戶提供移動電話，供在經批准的縣或市緊急避難所臨時使用。
- Sequoia Wireless 將考慮將受影響客戶的服務付款期限延長一定時間。由於我們不向 ACP 計劃的訂戶收取月費，因此與所需使用延遲或年度重新認證相關的規定將遵守 ACP 規定的規則。
- Sequoia Wireless 可以為因自然災害或疏散而丟失或毀壞手機的用戶提供臨時替換手機。

如果普遍服務管理公司 (USAC) 因 ACP 的不使用和資格更新規定而獲得聯邦通信委員會 (FCC) 的豁免，Sequoia Wireless 將：

- 暫停取消因不使用而受影響的加州訂戶的註冊。
- 在 USAC 通知訂戶 ACP 續訂資格被拒絕已被撤銷後，重新註冊任何受影響的訂戶。

假設該立場與 FCC 的豁免一致，這些保護措施將從加州宣布進入緊急狀態時開始，並在宣布之日後 12 個月內結束，或由加州緊急服務辦公室決定。

如果您對此計劃有任何疑問，請通過 admin@sequoiawireless.com 聯繫 Sequoia Wireless 客戶支持。

California Subscribers (MANDARIN):

Sequoia Wireless 已为加利福尼亚州的用户制定了紧急援助协议。请阅读以下内容，了解在发生灾难（由加利福尼亚州州长或美国总统宣布）影响您的服务或使您的家人流离失所时，您可以获得的支持。

当美国州长或总统因灾难扰乱公用事业服务或降低公用事业服务质量而宣布加州进入紧急状态时，将实施以下补救措施：

- 加入 LifeLine 可以让客户在特定时间段内延迟或分期支付数据、通话和短信覆盖价格。由于我们的 ACP 计划不收取月费，因此与所需使用延迟或年度重新认证相关的规定将遵守 ACP 规定的规则。
- 加入 LifeLine 将为在灾难中寻求庇护的用户提供移动电话，以便在经批准的县或市紧急避难所临时使用。
- Sequoia Wireless 将考虑将受影响客户的服务付款期限延长一定时间。由于我们不向 ACP 计划的订户收取月费，因此与所需使用延迟或年度重新认证相关的规定将遵守 ACP 规定的规则。
- Sequoia Wireless 可以为因自然灾害或疏散而丢失或毁坏手机的用户提供临时替换手机。

如果普遍服务管理公司 (USAC) 因 ACP 的不使用和资格更新规定而获得联邦通信委员会 (FCC) 的豁免，Sequoia Wireless 将：

- 暂停取消因不使用而受影响的加州订户的注册。
- 在 USAC 通知订户 ACP 续订资格被拒绝已被撤销后，重新注册任何受影响的订户。

假设该立场与 FCC 的豁免一致，这些保护措施将在加州宣布进入紧急状态时开始，并在宣布之日后 12 个月内结束，或由加州紧急服务办公室决定。

如果您对此计划有任何疑问，请通过 admin@sequoiawireless.com 联系 Sequoia Wireless 客户支持。

California Subscribers (TAGALOG):

Itinatag ng Sumali sa LifeLine ang aming mga protocol ng tulong na pang-emergency para sa mga subscriber sa California. Mangyaring basahin ang sumusunod upang makilala ang suportang magagamit mo kung sakaling maapektuhan ng isang sakuna (ipinahayag ng gobernador ng California o ng presidente ng Estados Unidos) ang iyong serbisyo o maalis ang iyong pamilya.

Kapag ang gobernador o ang presidente ng Estados Unidos ay nagdeklara ng isang estado ng emerhensiya sa California dahil ang isang sakuna ay nakagambala sa serbisyo ng utility o nabawasan ang kalidad ng serbisyo ng utility, ang mga sumusunod na hakbang sa pagreredia ay ipapatupad:

- Maaaring hayaan ng Sumali sa LifeLine ang mga customer na maantala o i-phase ang mga pagbabayad para sa mga presyo ng saklaw ng data, tawag, at text para sa isang partikular na yugto ng panahon. Dahil hindi kami naniningil ng buwanang bayarin para sa aming mga ACP plan, ang mga probisyon na nauugnay sa pagkaantala na ito sa kinakailangang paggamit o taunang recertification ay sasailalim sa mga panuntunang itinakda bilang bahagi ng ACP.
- Magbibigay ang Sequoia Wireless ng mga mobile phone para sa pansamantalang paggamit sa aprubadong county o municipal emergency shelter sa aming mga subscriber na naghahanap ng kanlungan mula sa isang sakuna.
- Isasaalang-alang ng Sequoia Wireless ang pagpapalawig ng mga deadline ng pagbabayad ng serbisyo para sa mga apektadong customer para sa ilang partikular na yugto ng panahon. Dahil hindi kami naniningil ng buwanang bayad sa subscriber para sa mga ACP plan, ang mga probisyon na may kaugnayan sa pagkaantala na ito sa kinakailangang paggamit o taunang recertification ay sasailalim sa mga panuntunang itinakda bilang bahagi ng ACP.
- Ang Sumali sa LifeLine ay maaaring magbigay ng pansamantalang kapalit na mga telepono sa mga subscriber na ang mga telepono ay nawala o nasira bilang resulta ng isang natural na sakuna o paglikas.

Kung ang Universal Service Administrative Company (USAC) ay makakatanggap ng mga exemption mula sa Federal Communications Commission (FCC) para sa hindi paggamit at mga regulasyon sa pag-renew ng pagiging kwalipikado para sa ACP, ang Sequoia Wireless ay:

- Suspindihin ang de-enrollment ng mga apektadong subscriber ng California para sa hindi paggamit.
- Muling ipatala ang sinumang apektadong subscriber sa paunawa mula sa USAC na ang pagtanggap sa pagiging karapat-dapat sa pag-renew ng subscriber para sa ACP ay nabaligtad.

Kung ipagpalagay na ang posisyon ay naaayon sa mga waiver ng FCC, ang mga proteksyong ito ay magsisimula sa deklarasyon ng isang estado ng emerhensiya sa California at magtatapos nang hindi mas maaga sa 12 buwan pagkatapos ng petsa ng deklarasyon, o ayon sa tinutukoy ng Opisina ng Mga Serbisyon Pang-emergency ng California.

Makipag-ugnayan sa Sumali sa Suporta sa Customer ng LifeLine sa admin@sequoiawireless.com kung mayroon kang anumang mga katanungan tungkol sa Planong ito.

California Subscribers (VIETNAMESE):

Sequoia Wireless đã thiết lập các giao thức hỗ trợ khẩn cấp cho những người đăng ký ở California. Vui lòng đọc phần sau đây để làm quen với sự hỗ trợ dành cho bạn trong trường hợp thảm họa (được thông báo bởi thống đốc bang California hoặc tổng thống Hoa Kỳ) ảnh hưởng đến dịch vụ của bạn hoặc khiến gia đình bạn phải di dời.

Khi thống đốc hoặc tổng thống Hoa Kỳ tuyên bố tình trạng khẩn cấp ở California do thảm họa đã làm gián đoạn dịch vụ tiện ích hoặc giảm chất lượng dịch vụ tiện ích, các biện pháp khắc phục sau đây sẽ được thực hiện:

- Sequoia Wireless có thể cho phép khách hàng trì hoãn hoặc thanh toán theo từng giai đoạn đối với giá bảo hiểm dữ liệu, cuộc gọi và tin nhắn trong một khoảng thời gian nhất định. Vì chúng tôi không tính phí hàng tháng cho các gói ACP của mình, các điều khoản liên quan đến sự chậm trễ này trong việc sử dụng bắt buộc hoặc chứng nhận lại hàng năm sẽ phải tuân theo các quy tắc được đặt ra như một phần của ACP.
- Sequoia Wireless sẽ cung cấp điện thoại di động để sử dụng tạm thời tại các nơi trú ẩn khẩn cấp của quận hoặc thành phố đã được phê duyệt cho những người đăng ký của chúng tôi đang tìm nơi ẩn náu khi gặp thảm họa.
- Sequoia Wireless sẽ xem xét kéo dài thời hạn thanh toán dịch vụ cho những khách hàng bị ảnh hưởng trong một khoảng thời gian nhất định. Vì chúng tôi không tính phí hàng tháng đối với người đăng ký gói ACP, các điều khoản liên quan đến sự chậm trễ này trong việc sử dụng bắt buộc hoặc chứng nhận lại hàng năm sẽ phải tuân theo các quy tắc được đặt ra như một phần của ACP.
- Sequoia Wireless có thể cung cấp điện thoại thay thế tạm thời cho những người đăng ký có điện thoại bị mất hoặc bị phá hủy do hậu quả của thiên tai hoặc sơ tán.

Nếu Công ty Quản lý Dịch vụ Toàn cầu (USAC) nhận được miễn trừ từ Ủy ban Truyền thông Liên bang (FCC) đối với các quy định gia hạn về việc không sử dụng và đủ điều kiện cho ACP, Tham gia LifeLine sẽ:

- Đình chỉ hủy đăng ký của những người đăng ký ở California bị ảnh hưởng do không sử dụng.
- Đăng ký lại bất kỳ người đăng ký bị ảnh hưởng nào khi có thông báo từ USAC rằng việc từ chối khả năng đủ điều kiện gia hạn của người đăng ký đối với ACP đã bị đảo ngược.

Giả sử vị trí phù hợp với các miễn trừ của FCC, các biện pháp bảo vệ này sẽ bắt đầu khi tuyên bố tình trạng khẩn cấp ở California và kết thúc không sớm hơn 12 tháng sau ngày tuyên bố hoặc theo quyết định của Văn phòng Dịch vụ Khẩn cấp California.

Liên hệ với bộ phận Hỗ trợ khách hàng của Sequoia Wireless tại admin@sequoiawireless.com nếu bạn có bất kỳ câu hỏi nào về Chương trình này.

California Subscribers (KOREAN):

Sequoia Wireless은 캘리포니아 가입자를 위한 긴급 지원 프로토콜을 마련했습니다. 재난(캘리포니아 주지사 또는 미국 대통령이 발표)이 귀하의 서비스에 영향을 미치거나 귀하의 가족을 옮길 경우 귀하에게 제공되는 지원에 대해 알아보려면 다음을 읽으십시오.

재난으로 유틸리티 서비스가 중단되거나 유틸리티 서비스의 품질이 저하되어 주지사 또는 미국 대통령이 캘리포니아에서 비상 사태를 선언하면 다음과 같은 시정 조치가 시행됩니다.

- Sequoia Wireless은 고객이 특정 기간 동안 데이터, 전화 및 문자 서비스 가격에 대한 지불을 연기하거나 단계적으로 할 수 있도록 합니다. ACP 계획에 대해 월 사용료를 부과하지 않기 때문에 필수 사용 지연 또는 연간 재인증과 관련된 조항은 ACP의 일부로 명시된 규칙의 적용을 받습니다.
- Sequoia Wireless은 재난으로부터 피난처를 찾는 가입자에게 승인된 카운티 또는 시 비상 대피소에서 임시로 사용할 수 있는 휴대폰을 제공합니다.
- Sequoia Wireless은 영향을 받는 고객에 대해 특정 기간 동안 서비스 지불 기한을 연장하는 것을 고려할 것입니다. ACP 플랜 가입자에게 월 사용료를 부과하지 않기 때문에 이러한 필수 사용 지연 또는 연간 재인증과 관련된 조항은 ACP의 일부로 명시된 규칙의 적용을 받습니다.
- Sequoia Wireless은 자연재해 또는 대피로 인해 전화기가 분실 또는 파손된 가입자에게 임시 교체 전화기를 제공할 수 있습니다.

USAC(Universal Service Administrative Company)가 미연방 통신 위원회(FCC)로부터 ACP에 대한 비사용 및 자격 갱신 규정에 대한 면제를 받는 경우 Sequoia Wireless은 다음을 수행합니다.

- 비사용에 대해 영향을 받는 캘리포니아 가입자의 등록 취소를 일시 중단합니다.
- ACP에 대한 가입자의 갱신 자격 거부가 취소되었다는 USAC의 통지를 받은 영향을 받는 모든 가입자를 재등록합니다.

해당 입장이 FCC의 포기과 일치한다고 가정할 때, 이러한 보호는 캘리포니아에서 비상 사태가 선언되면 시작되고 선언 날짜로부터 12개월이 지나거나 캘리포니아 비상 서비스국에서 결정한 대로 종료됩니다.

이 계획에 대해 질문이 있는 경우 admin@sequoiawireless.com 로 Sequoia Wireless 고객 지원에 문의하십시오.

California Subscribers (RUSSIAN):

Присоединяйтесь к LifeLine установили наши протоколы экстренной помощи для абонентов в Калифорнии. Пожалуйста, прочитайте следующее, чтобы ознакомиться с доступной вам поддержкой в случае, если стихийное бедствие (объявленное губернатором Калифорнии или президентом Соединенных Штатов) повлияет на вашу службу или приведет к перемещению вашей семьи.

Когда губернатор или президент Соединенных Штатов объявляет чрезвычайное положение в Калифорнии из-за того, что в результате стихийного бедствия были нарушены коммунальные услуги или снижено качество коммунальных услуг, будут приняты следующие меры по исправлению положения:

- Присоединение к LifeLine может позволить клиентам откладывать или поэтапно платить за передачу данных, вызовов и текстовых сообщений в течение определенного периода времени. Поскольку мы не взимаем ежемесячную плату за наши планы АСР, положения, связанные с этой задержкой необходимого использования или ежегодной повторной сертификацией, будут регулироваться правилами, изложенными в рамках АСР.
- Sequoia Wireless предоставит мобильные телефоны для временного использования в утвержденных окружных или муниципальных убежищах для оказания экстренной помощи нашим абонентам, ищущим убежища от катастрофы.
- Sequoia Wireless рассмотрит возможность продления сроков оплаты услуг для затронутых клиентов на определенные периоды времени. Поскольку мы не взимаем ежемесячную плату с абонента за планы АСР, положения, связанные с этой задержкой необходимого использования или ежегодной повторной сертификацией, будут регулироваться правилами, изложенными в рамках АСР.
- Sequoia Wireless может предоставить временную замену телефонов абонентам, чьи телефоны были утеряны или уничтожены в результате стихийного бедствия или эвакуации.

Если Административная компания универсальных услуг (USAC) получает освобождение от Федеральной комиссии по связи (FCC) в отношении неиспользования и правил продления права на использование АСР, Sequoia Wireless:

- Приостановить отмену регистрации затронутых абонентов в Калифорнии за неиспользование.
- Повторно зарегистрировать любого затронутого подписчика после уведомления от USAC об отмене отказа в продлении подписки на АСР.

Предполагая, что позиция соответствует отказу FCC, эти меры защиты начнут действовать после объявления чрезвычайного положения в Калифорнии и закончатся не ранее, чем через 12 месяцев после даты объявления или в соответствии с решением Калифорнийского управления экстренных служб.

Свяжитесь со службой поддержки клиентов Sequoia Wireless по адресу admin@sequoiawireless.com если у вас есть какие-либо вопросы об этом плане.

Attachment G

Open Internet Policy

Open Internet Policy

Effective Date: June 9, 2023

Consumer Broadband Disclosure

Sequoia Wireless is committed to an open and free Internet. Similarly, we are dedicated to providing an exceptional user experience. To shine in this, we may engage in reasonable network management measures on our broadband Internet access services and devices (the "Services"). Described here are our network management procedures. Our explanation of these network management policies, as well as those of our underlying carrier, T-Mobile (the "Underlying Carrier"), is provided for informative purposes only and is subject to change. Please return often for updates.

Congestion Management

Sequoia Wireless is a reseller of our Underlying Carrier's mobile broadband Internet access network. This implies that once your data leaves a Sequoia Wireless device (i.e., a device with an activated eSIM or SIM Card), it passes via the network of our Underlying Carrier before reaching the public Internet. As a reseller, we do not control network congestion on the network of the Underlying Carrier. Your data may be subject to the network management and open Internet practices of our Underlying Carrier, which are accessible [here](#) and may be updated at any time.

Administration of Service

While we do not control the transmission of your data through the network of our Underlying Carrier, we may manage other aspects of a user's interaction with our Services. We do not prohibit or limit the usage of any lawful material, apps, or services that you choose to access through a Sequoia Wireless device without your authorization, provided that your use of our Services does not violate our Terms and Conditions.

Device Connection

Subscribers of Sequoia Wireless may access the Internet via our services by using any Internet-enabled device of their choosing (including bringing their own device), provided that the device is compatible with our network, approved by our Underlying Carrier (if required), does not violate our Terms and Conditions, and does not cause harm to our network, other users, or Services.

Privacy and Security

Your privacy and safety are of the utmost importance to us. We use physical, technological, and administrative precautions to secure your personal information when you use our Services to access the Internet. In addition, we take reasonable measures to prevent unauthorized use, access, or disclosure of your personal information. View our Privacy Policy for further details on our privacy and security policies

Characteristics of Performance

Sequoia Wireless provides mobile broadband Internet access via 4G LTE and 5G of its Underlying Carrier. These networks are meant to be compatible with real-time applications, such as audio and video. However, the actual user experience may differ based on technological, geographical, environmental, and other variables.

Speed

The word "speed" is widely used as a synonym for the data transmission rate of a specific broadband Internet access service. Typically, this rate (or speed) is measured in kilobits or megabits sent per second (Kbps or Mbps). Some applications, such as email or simple web surfing, do not need a high data transfer rate, but others, such as streaming high-

definition video or transferring huge data files, are enhanced by faster data transfer rates. Here are the predicted average speeds for On-Device of our Underlying Carrier's networks, expressed in megabits per second ("Mbps"), at which data packets are successfully sent through a communications network:

5G Network

Download Speeds: Typically between 80 – 382 Mbps

Upload Speeds: Typically between 7 – 32 Mbps

4G LTE Network

Download Speed: Typically between 19 – 76 Mbps

Upload Speed: Typically between 4 – 20 Mbps

Latency

Latency, as used here, refers to the round-trip time required for a data packet to move from one place on the Internet to another. The predicted and actual round-trip latency of our Underlying Carrier's networks, given in milliseconds ("ms"), are as follows:

5G Network

Latency: Typically between 19 – 37 ms

4G LTE Network

Latency: Typically between 24 – 40 ms

It's important to remember that our Underlying Carrier may at any moment revise their speed and latency predictions. Sequoia Wireless may advertise speeds and latency up to the maximum rates anticipated to be attained by the device across the networks of our Underlying Carrier. Several variables, including capacity restrictions, network availability, ambient conditions, your device, whether you are tethered to a separate device, and our Underlying Carrier's network management policies, may affect the actual speed and latency you experience at any given moment.

Data Usage Policy

Sequoia Wireless provides our customers with unlimited data at 3G speeds once their high-speed cap has been reached for their monthly allotment. We define 3G as speeds of 512 Kbps. Our plans provide unlimited amounts of data you can use per month (measured in gigabytes, or "GB"), with a monthly cap of "high-speed" data. The amount of high-speed data is allocated based on the data plan. Additionally, our underlying carrier may lower speeds during times of congestion, which are out of our control. You have the option to purchase a "Top-Up", which is \$5 per GB with unused data rolling over month-to-month until used. Tethered data will be restricted to the same policy. Video Streaming in SD at 480p.

Video Optimization

Our Underlying Carrier's network uses streaming video optimization technology. Streaming video optimization improves overall data usage management of the network, resulting in greater network speeds and throughput for other customers using data because less network payload is dedicated to video. Optimization helps customers stretch their high-speed data while streaming video. For video that is not self-optimized by the video provider, T-Mobile adjusts the delivery rate for streaming video, which causes the video to be delivered in lower resolutions and to use less data.

Video optimization occurs only for data streams that are identified by our packet-core network as video. Some videos, like those consumed via VPN or while tethering, may be difficult to identify as video and therefore cannot be optimized. The streaming video optimization process applies to all content identified as video regardless of the content itself or the website

that provides it. While many changes to streaming video files are likely to be indiscernible, the optimization process may impact the appearance of the streaming video as displayed on a user's device.

Traffic Information

As authorized by law, we may monitor traffic for our own internal reasons, including but not limited to invoicing, internal analytics, and first-party marketing. We do not use deep-packet inspection to monitor traffic information. We do not share traffic data with unaffiliated third parties for reasons other than network administration without your authorization.

Commercial Terms

Sequoia Wireless provides users with a variety of competitive prepaid broadband Internet access service options and top-ups. Refer to our terms and conditions to learn more on our service plans, activation processes, data consumption, and dispute resolution.

Redress

For general customer inquiries and complaints, please contact us at admin@sequoiawireless.com.

Attachment H

Privacy Policy

Privacy Policy

Effective Date: June 9, 2023

This Privacy Policy (“Privacy Policy”) describes how Sequoia Wireless, LLC (“Sequoia Wireless,” the “Company,” “we,” “us,” or “our”) collects, uses, and discloses information from or about you. It also describes how Sequoia Wireless may use and disclose such information and how you may restrict certain uses and disclosures.

This Privacy Policy applies to our customers and visitors to our websites at www.sequoiawireless.com, our telecommunications and internet services, devices, Company branded apps, and your online account (collectively, “Services”). This Privacy Policy only applies to our Services, not to the services of other businesses or organizations we may connect with, even if they promote our products or use a Company logo.

Please study the terms of our Privacy Policy since they apply to you when you use our Services. Sequoia Wireless may amend this Privacy Policy at any moment, so check back often for changes. You accept the practices outlined in this Privacy Policy by visiting our websites or using our services.

1. What Information Do We Collect About You

Our purpose in gathering personal information is to offer you a seamless, efficient, and personalized experience. This allows us to provide features that are most likely to meet your needs and to customize our Services to make your experience easier and more pleasant. Information may be provided by you directly, information may be automatically collected about you, or information may be collected about you from other sources. Depending on how you interact with us or our Services, we may collect Information from or about you, including, for example:

Account Profile Information, such as your username, password, and profile picture.

Aggregate Data, such as information that cannot be used to identify you, such as aggregate or anonymous data. We collect usage data such as the number and frequency of visits to our websites. This information may include the URL you just left, the URL you will visit next, the browser you are using, and your IP address. We only utilize such information in the aggregate. This aggregate data assists us in determining how much our customers use various portions of our websites, as well as doing internal research on our customers' demographics, interests, and behavior to better understand and serve you. Third parties that support our services may also collect and/or utilize this sort of aggregated, non-personally identifiable information. Furthermore, we aggregate data and may distribute such information to advertisers and other third parties in a non-personally identifiable way for marketing and promotional reasons.

Billing and Payment Information, such as credit card, debit card, or checking account information, purchase and order history, and billing information related to your use of our voice, text, and data services.

Correspondence Information, including information you may provide to us when you communicate with us through our website, via email, over the phone, or through postal mail, such as questions, concerns, issues, or your intended or actual use of our Services, as well as records, including recordings, of your communications with us.

Customer Proprietary Network Information, including information related to your use of the Company’s voice and text services, such as the quantity of use, technical configuration, the types of Services you have, device location, and destination of communications (collectively, “Call Detail Records”) and related billing information.

Device and Computer Information, including your internet protocol (“IP”) address, browser type, operating system, software version, device type, model, or identifier, signal strength, power (on/off) status, and information about devices you tether to your device.

Eligibility Information, such as documentation of participation in an eligible government low-income or financial assistance program, documentation demonstrating proof of income, or your Social Security number, each of which will only be used to determine program eligibility.

General Information, such as demographic information, media consumption, previous purchases, shopping habits, loyalty program information, lifestyle preferences and interests, and social media activity

Government-Issued Identification Information, such as your Social Security number or government-issued identification information.

Identity and Contact Information, such as your name, date of birth, mailing address, billing address, email addresses, preferred language, and telephone numbers.

Information from Affiliates, Partners, and Service Providers, such as business partners, retailers where you purchased the Company's Services or devices, analytics vendors, advertising networks, and search information providers, including the information you provide those entities or that they automatically collect.

Information from Trusted Third Parties, including information from commercially available sources, such as social media platforms, public databases, or data aggregators, which may include your demographic information, media consumption, previous purchases, shopping habits, loyalty program information, lifestyle preferences, and interests, social media activity, or information to validate or update the information we collect from or about you.

Information Stored on Devices, including any content stored on your Device when you relinquish, exchange, return, or recycle your Device or provide it to us, our contractors, or our vendors for maintenance. You should remove or otherwise safeguard any Personal Information on your Device that you do not want to be accessed before giving your Device to us, our contractors, or our vendors. We are not responsible for any information on your Device.

Location Information, such as the approximate location of your device when it is connected to or using Global Positioning Satellites ("GPS"), the wireless network of our underlying carrier, or other location technology.

Marketing and Communications Information, such as your preferences in receiving marketing, promotions, and sales offers from us and our marketing partners.

Online Activity Information, such as information about your activity while using the Services, including websites you visit and activity on those sites, use of Sequoia Wireless branded preinstalled applications, apps you purchase, download, and use, and your interaction with our communications and advertisements.

Personally Identifiable Information, including users being asked to give information such as their name, address, phone number, birth date, credit card information, full or partial Social Security number, and email address (collectively, "PII"). Our customers' PII acquired during the registration process is utilized to administer each customer's account. We also seek this information to deliver Services that are more closely aligned with your tastes. Furthermore, we may use such PII to better our marketing and promotional activities, evaluate website use, improve our content and product offerings, and adapt the content, style, and services of our website.

Usage Information, such as non-CPNI information about your use of the Services, including the date and time of your use, frequency of use, and the amount of data you use, and your activity on your device. When you use our Services, we automatically gather some sorts of information. We may collect information about your device, such as the device kind, operating system version, signal strength if it is turned on and how it is running, and device identifiers. We may also collect information about your device and the services you access via it, including your call and data use and history, geolocation, the websites you visit, the apps you buy, download, or use, and information on devices you tether to your device. We may associate information that we automatically acquire from you with PII, including information that you supply to us and information that we get from other sources. We may employ software to track your usage of our Services and other apps, including cookies, web beacons, and other techniques, as well as network and device data analysis. We may collect information such as WiFi use and performance statistics, as well as data about your use of our website, apps, and other services. We may be required by federal law to obtain approval for the use of customer proprietary network information relating to the quantity, technical configuration, type, destination, location, and amount of use of our service that is made available to us solely by virtue of the carrier-customer relationship, using the methods described herein.

Voluntary Surveys, such as surveys we may offer to our clients and/or website visitors. We urge you to take part in these optional surveys as they provide us with valuable information that allows us to enhance the services we provide and how we give them to you. Even if the survey is done by a third party, your personal information and replies will be kept private. We mix (or aggregate) the information we collect from people responding to our surveys with the replies of other survey participants to produce larger, general responses to the survey questions (such as gender, age, residence, hobbies, education, employment, industry sector, or other demographic information). The aggregated information is then used to enhance the quality of our services to you and to create new services and products. This non-personally identifiable aggregated information may be shared with third-party affiliates

2. Sources of Personal Information We Collect About You

We may obtain Personal Information about you from a variety of sources. We may combine the various types of Personal Information we receive from or about you, including information you provide to us, information we automatically collect, and information from other sources, and use or share it as described in this Privacy Policy including, for example:

Information from You, such Identity and Contact Information, Eligibility Information, Billing and Payment Information, Correspondence Information, and Information Stored on Devices when you: apply for or subscribe to our Services; create an online account with us; purchase Services from us; communicate with us, including through our websites, subscribe to our mailing list or otherwise agree to receive marketing communications from us; participate in our promotions; or complete our surveys or rate our Services.

Information from your use of our Services, such as when you use or interact with our Services, we may automatically collect Personal Information, such as CPNI, Usage Information, Online Activity Information, Location Information, and Device and Computer Information, using our network management technology and third-party analytics and advertising tools, which may use cookies, web beacons, pixel tags, log files, local shared objects (Flash cookies), HTML5 cookies, or other technologies to automatically or passively collect information about your use of and interaction with the Services.

Information from Other Sources that we may collect from any category of Personal Information from affiliates, business partners, and third parties including social media platforms, data aggregators, public databases, and other commercially available sources.

3. How We Use Your Personal Information

Except as otherwise prohibited by law or regulation, and subject to your instructions to us. We may use your Personal Information as otherwise described to you at the time of collection, with your consent. Sequoia Wireless may use your Personal Information for the business purposes and commercial marketing purposes described below.

Business Purposes. We may use your Personal Information for the following business purposes:

Administration. To conduct analysis to understand the usage and operations of our Services, to develop new products or services, to improve our business, content, products, and Services, to determine compensation for our employees and agents, for training or quality assurance, and to process your program application and/or renewal.

Billing and Payments. To process your purchases, including using cookies, bill and collect for purchases, complete payments, confirm your orders, and deliver products or Services to you.

Comply with Legal and Regulatory Obligations. To comply with our legal and regulatory obligations which arise from time to time, including responding to legal processes, such as subpoenas, court orders, or search warrants.

Customer Service. To respond to your questions and comments, send messages about your account status, alert you about technical issues, or otherwise contact and communicate with you when necessary.

Emergency Situations. To respond to 911 requests and for other emergencies or exigencies, in cases involving danger of death or serious physical injury to you or any other person.

Prevention and Detection of Unlawful and Unauthorized Use. To prevent and detect fraud, abuse, and other unlawful and unauthorized use of our Services, including to investigate possible violations of and enforce our Terms and Conditions and any other contracts, and to otherwise protect the security or integrity of the Services, our business and property, and our rights and interests, and those of you, our other customers, and other carriers.

Provide Services. To provide you with our Services, including initiating and rendering our Services, to maintain and manage our network, to anticipate and resolve problems with our network, information technology, and Services, to optimize our Services for devices, operating systems, web browsers, and apps, and to interact with third-party services, at your request.

Verify Eligibility and Subscribe You to Our Service. To verify your eligibility for the specified government program and subscribe you to our service, including executing requests to port your phone number.

Commercial Marketing Purposes. We may use your Personal Information, including your Identity Information, Contact Information, CPNI, Usage Information, Online Activity Information, Location Information, Device and Computer Information, and Marketing and Communications Information for the following commercial marketing purposes:

Aggregate and De-Identify. To create aggregate or de-identified datasets.

Analyze and Maintain Accuracy. To track the use of our Services, to better understand who is using our Services and how our Services are being used, to measure, analyze, and optimize the effectiveness of our marketing and advertising, and to maintain the accuracy of the information we collect.

Generic Advertising. To advertise our products and Services to you through non-targeted website ads, direct mail, email, or manual, autodialed, or prerecorded calls and texts, each with your consent, where necessary.

Interest-Based Advertising. To serve you promotional offers, content, advertisements, and other marketing about our products and Services or those of our affiliates, partners, and third parties, tailored to your interests, in applications or through direct mail, email, push notifications, or manual, autodialed, or prerecorded calls and texts, each with your consent, where necessary. We may combine the information we receive from and about you to improve our interest-based advertising to you and to serve promotional offers, content, advertisements, and other marketing to people whose interests or characteristics are like yours.

Surveys, Sweepstakes, and Message Boards. To administer and enable you to participate in surveys and polls, where you have agreed to this. We may sometimes use a Service Provider to conduct surveys and polls, but they will be prohibited from using your Personal Information for any other purpose.

4. How We Share or Allow Access to Your Personal Information

Except as otherwise prohibited by law or regulation, and subject to your instructions to us, Sequoia Wireless may share, sell, or allow access to your Personal Information for business purposes, commercial marketing purposes, and additional purposes described below.

Business Purposes. We may share your Personal Information for the following limited business purposes:

Affiliates. With our affiliates for business, operational, and legal purposes.

Caller ID. With the individuals or entities, you call or text, limited to your name and telephone number.

Emergencies. With governmental authorities or other entities in cases involving danger of death or serious physical injury to you or any other person, to respond to 911 requests, and for other emergencies or exigencies.

Legal Rights and Obligations. With governmental authorities, auditors and third-party identity verification services, credit bureaus or collection agencies, and other entities to the extent necessary to respond to subpoenas, court orders, search warrants, or another legal process, in response to a request for cooperation from law enforcement or another government agency, to comply with legal and regulatory obligations, including identity verification, to prevent fraud and identify theft, to protect, advance, or defend our rights or the rights of others, to recover payment for previously-billed products and Services, to facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to any and all local, state, or federal governments and governmental agencies, and as otherwise permitted and required by law or regulation.

Protect Our Services and Users. With governmental authorities or other entities if we believe disclosure is necessary or appropriate to protect against the fraudulent, malicious, abusive, unauthorized, or unlawful use of our products and Services, to protect our network, databases, Services, devices, users, and employees from physical or financial harm, and to investigate violations of our Terms and Conditions or other contracts.

Service Providers. With Service Providers that provide business, professional, or technical support functions for us, help us operate our business and provide the Services you request from us, or administer activities on our behalf, including network operations, website hosting, database management, billing and payment processing, sending and

receiving communications, analysis of our Services, and delivery of products and Services. We do not authorize Service Providers to use or disclose the information, except as necessary to perform services on our behalf.

Commercial Marketing Purposes. We may share or sell your Personal Information with our service providers, affiliates, or select marketing partners for our or their commercial marketing purposes. We may also allow these service providers and marketing partners to access Personal Information from your use of our Services when we use their analytic and advertising tools, such as cookies, web beacons, pixel tags, log files, local shared objects (Flash cookies), HTML5 cookies, or other technologies that automatically or passively collect information. These third parties may use your Personal Information to deliver generic or interest-based advertisements and marketing to you about their products or services or the products or services of their marketing partners. They may also share or sell your personal information with their affiliates, service providers, and partners. We do not have access to, or control over, the use of your information by these third parties. The collection and use of your information by third parties are subject to those third parties privacy policies. If you wish to stop communications from such third parties, you will need to contact those third parties directly. These service providers are not permitted to use, disclose, or sell your personal information for their own purposes.

Aggregate and De-Identified Information. We may also share aggregate or de-identified information, which does not constitute Personal Information, with third parties for the following purposes: to measure, analyze, and improve our products or Services; to track to the use of our Services; to better understand who is using our Services and how our Services are being used; to understand who is using our Services; for marketing and analytic purposes; for marketing and analytic purposes; to assist universities, laboratories, think tanks, and other entities that conduct networking, social, behavioral, environmental, and other types of scientific research; to assist municipalities, government, or other entities that may use this data for purposes, such as municipal and transportation planning and emergency and disaster response coordination; or to complete or provide additional information for external reports.

Additional Purposes. We may share your Personal Information with external parties for the following additional purposes:

Sale or Transfer of Business or Assets. With our professional advisers in connection with a corporate transaction, such as a sale, assignment, divestiture, merger, bankruptcy, consolidation, reorganization, liquidation, or other transfer of the business or its assets. If another entity acquires the Company or any of our assets, your Personal Information may be transferred to such entity. In addition, if any bankruptcy or reorganization proceeding is brought by or against us, such information may be considered an asset of ours and may be sold or transferred to third parties. Should such a sale or transfer occur, we will use reasonable efforts to try to require that the buyer or transferee use your Personal Information in a manner that is consistent with this Privacy Policy.

Other Circumstances. We may also use your Personal Information in other circumstances, as disclosed and explained to you at the point of collection and with your consent, where necessary.

5. How Can You Access or Change Your Personal Information

Existing subscribers may access select Personal Information we have collected from you, such as Contact Information and Account Profile Information, by logging on to your account at www.sequoiawireless.com/login. Once logged on, you will be able to access, modify, or correct this information. You can also request to access, modify, or correct this information by emailing admin@sequoiawireless.com. We will only disclose your Personal Information over the phone once authenticated. Personal Information may be sent to your email address of record, service address of record, telephone number of record (other than your subscriber phone number, if applicable), or by calling you at your subscriber telephone number of record, if applicable. We may disclose your Personal Information to an authorized agent that you have designated in writing to us.

6. How You Might Share Your Personal Information with Third Parties

When using our Services, you may choose to use or access services offered by third parties, such as websites, applications, retailers, or the networks of other carriers (such as when roaming, if applicable). In some cases, our Services may have links to websites operated by third parties or plugins for social media services, such as the Facebook Like button. When you interact with third-party services, you may be providing your Personal Information to those third parties or they may be

automatically collecting your Personal Information, such as your IP address or browsing activity. Those services operate independently of our Services, and your Personal Information will be governed by their privacy policies, not this Privacy Policy. We encourage you to review the privacy policies of any third-party services that you use to better understand their privacy practices.

7. Cookies

Cookies are small files placed on your hard drive; each website can send its own cookie to your browser if your browser preferences allow it. You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Each browser is different, so check the Help menu of your browser to learn how to change your cookie preferences. You are always free to decline our cookies if your browser permits, although in that case, you may not be able to use certain features on our websites and you may be required to re-enter your Account Login Details more frequently during a session. In addition, a number of companies not related to Sequoia Wireless offer utilities designed to help you visit websites anonymously.

Cookies assist us in providing customized services and can also help us provide information that is targeted to your interests. Sequoia Wireless also uses cookies to remember you when you “sign in” to our websites, so that we can provide you with customized content, such as your balance, content targeted specifically for your phone, and other helpful services. Sequoia Wireless cookies do not combine information collected through cookies with other personally identifiable information Sequoia Wireless uses two kinds of cookies. Each time you log on to any of our websites, Sequoia Wireless uses a “session cookie,” to help us to remember you until the earlier of approximately 30 minutes or the closing of your browser and to help remember you until the earlier of approximately 30 minutes or the closing of your browser and to help make sure that you remain logged in to our website. Session cookies are automatically deleted from your hard drive at the end of a session. We also use “persistent cookies,” which enable us to remember what is in your shopping cart for approximately two hours and to aggregate certain non-personally identifiable usage data in ways that help us to improve our services. Additionally, you may encounter cookies or other similar devices on our websites that are placed by third parties. We do not control the use of cookies by third parties, including third party websites to which we may link. Third party cookies or tools are governed by the privacy policies of the entities placing the ads and not by this Policy.

We use Google Analytics to help analyze how customers use our websites through the use of cookies. The information generation by the cookie about your use of our website (including your IP address) is transmitted to and stored by these analytical partners. This information is used for the purpose of evaluating your use of our websites, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. These analytical partners may transfer this information to third parties where required to do so by law, or to third parties that process information on its behalf. Neither partner will associate your IP address with any other data held regarding you.

8. Customer Proprietary Network Information (“CPNI”)

At Sequoia Wireless, we are committed to protecting the privacy and security of our customers personal information at all costs. By virtue of our provision of telecommunications services to you, Sequoia Wireless has access to certain confidential information known as CPNI, which is the information generated as a result of your use of Sequoia Wireless’s telecommunications services. CPNI includes the type of services purchased, how those services are used, billing information, and information about Call Detail Records (“CDR”). CDRs involve information relating to specific calls, including the phone numbers you call, the numbers calling you, call times and dates, caller location, and call durations. CPNI does not include directory information such as name, postal address, or telephone number.

Under federal law, you have the right, and Sequoia Wireless has the duty, to protect the confidentiality of your CPNI. The Company is permitted to use or disclose your CPNI for certain purposes without further notice or consent including to provide you with our Services, to market service offerings to you related to the services you purchase; to protect us, you, other subscribers, and other carriers from fraud, abuse, or unlawful use of the Services; and in an aggregate form. We may use your CPNI, or share it with affiliates and third-party agents, for the purpose of offering you communications-related products and services, packages, discounts, and promotions that may be different from the types of services you are

subscribed with. When we share your CPNI with our service providers, we require them to take reasonable measures to protect the confidentiality of that information.

The Federal Communications Commission ("FCC") requires that we obtain your consent to use your CPNI within the Sequoia Wireless family in order to offer you additional products and services. With your consent, Sequoia Wireless will be able to better serve your telecommunications needs. Please know that in compliance with FCC regulations, Sequoia Wireless will not sell or share your CPNI with anyone other than those who are a part of Sequoia Wireless, which includes affiliates and third-party agents, unless required by law. No further action is required to allow Sequoia Wireless to use your CPNI. Unless you provide Sequoia Wireless with notice that you wish to opt-out, we will assume that you consent to our sharing of your CPNI within the Sequoia Wireless family of authorized companies.

You have the right to opt-out of the use of your CPNI for marketing purposes and can submit an opt-out request by emailing us at admin@sequoiawireless.com. Opting out will not affect our provision of Services to you or our use of your CPNI for permitted purposes. If you choose to opt out, your choice is valid until you choose to opt in. We may disclose your CPNI to any "authorized user" that you have designated to us in writing or to any person who is able to verify your account details.

You can request access to your CPNI by emailing admin@sequoiawireless.com. We will not disclose your Personal Information when you call us except when you can verify your account information. We will only disclose your Personal Information over the phone once authenticated. Personal Information may be sent to your email address of record, service address of record, telephone number of record (other than your subscriber phone number, if applicable), or by calling you at your subscriber telephone number of record, if applicable. We may disclose your Personal Information to an authorized agent that you have designated in writing to us.

Sequoia Wireless is required to notify law enforcement, the United States Secret Service, and the Federal Bureau of Investigation ("FBI"), if we become aware of a breach of customer CPNI. Sequoia Wireless will also notify you of the breach following notification to law enforcement unless directed otherwise by the Secret Service or the FBI.

9. Advertising Choices and Consent Options

You have certain choices and consent options related to the use and disclosure of your Personal Information for advertising purposes. Exercising these choices and options will not affect our provision of Services to you. Please note that these choices and options may not prevent you from receiving all advertising; you may continue to receive generic advertising from us or interest-based advertising from third parties, depending on how they operate. We are not responsible for informing third parties with whom we may have already shared your Personal Information, including our affiliates, business partners, and service providers, of any opt-out requests pursuant to this section or for removing information from or causing information to be removed from the databases or records of such entities.

Interest-Based Advertising. You have choices and options concerning interest-based advertising on our Services or across other websites and online services as follows:

- To opt out of the collection and use of your Personal Information for interest-based advertising by companies participating in the Digital Advertising Alliance ("DAA"), please visit optout.aboutads.info or click on the DAA icon when you see it on an online ad.
- To opt out from the use of Personal Information about your online activities for interest-based advertising by Network Advertising Initiative ("NAI") member companies, please visit optout.networkadvertising.org.
- To opt-out of the use of your mobile device ID for targeted advertising, please visit www.aboutads.info/appchoices.
- To prevent your Personal Information from being used by Google Analytics to measure and improve marketing and advertising and understand the use of our Services, including through Google AdWords, Google Display Network Impression Reporting, DoubleClick Platform Integrations, and Google Analytics Demographics and Interest Reporting, add the Google Analytics opt-out plugin to your browser, available at tools.google.com/dlpage/gaoptout.

- To manage flash cookies, visit Adobe's Global Privacy Settings Panel.
- You may be able to adjust your browser, computer, or device settings to disable cookies, remove or prevent the storage of HTML5, or control other advertising and analytics technology to stop or reduce the amount of interest-based advertising you receive, but doing so may prevent you from using certain features of our Services.

Marketing Communications. You have the option to opt out from being contacted with marketing communications, including manual, autodialed, and prerecorded calls and texts, emails, and direct mail by emailing us at admin@sequoiawireless.com. Your instructions to opt out from these communications will be processed as soon as reasonably practicable. If you receive marketing communications from one or more of our affiliates, business partners, or service providers, you must opt out from those communications with those entities directly as we are not responsible for informing third parties (including without limitation our third-party service providers or partners) with whom we have already shared your personal information of any changes requested pursuant to this section, or for removing information from or causing information to be removed from the databases or records of such entities.

Exercising a marketing opt-out will not affect Sequoia Wireless's right to contact you about the services to which you subscribe, including notifications regarding compliance obligations related to those services (e.g., non-usage, de-enrollment, and collection notices).

10. Telephone Consumer Protection Act (TCPA)

To ensure that consumer inquiries are handled with the utmost professionalism, we and our affiliates, agents, assigns, and service providers monitor and record all calls between you and us or any of our affiliates, agents, assigns, and service providers in order to improve our service to you. You agree to be monitored and recorded. You agree that Sequoia Wireless may from time to time contact you by phone calls and/or text messages at any telephone number linked with your account, including wireless telephone numbers, which may incur fees (but not from Sequoia Wireless).

By using this website, you agree and accept that Sequoia Wireless may from time to time send you emails, phone calls, and/or text messages to any email addresses and/or telephone numbers connected with your account, including your home, work, and wireless telephone number, for which you may incur fees. This includes, but is not limited to, the use of prerecorded/artificial voice messages and/or an automated telephone dialing system to contact you. You also agree that Sequoia Wireless may send you emails to any email address you supply or use other electronic forms of contact to the extent authorized by law. Consent may be withdrawn at any moment and by any acceptable method such as sending us an email at admin@sequoiawireless.com.

11. Children's Information

We do not intentionally collect Personal Information from children under the age of eighteen except when information is used to qualify an adult through their child or dependent for a Government Benefit Program (such as the Affordable Connectivity Program or California LifeLine Program). This information may be collected, stored, and provided for use of eligibility to the Third Party Administrator of the respected government Program.

Our websites are not intended for youngsters under the age of 18. Adults (aged 18 and over) are the only ones who may purchase items and services from Sequoia Wireless. Wireless devices and services may be used by minors without our awareness. If this occurs, any information collected from the usage will appear to be the personal information of the adult subscriber and treated as such under this Policy.

If you are a minor, please do not supply us with any Personal Information or use or access the Services without first obtaining permission from your parent or guardian. If we discover that we have collected Personal Information from a child under the age of 18, we will take immediate measures to remove the information. If you are the parent or guardian of a child under the age of 18 who has supplied us with Personal Information without your permission, please contact us at admin@sequoiawireless.com to request that the child's information be deleted.

12. How We Protect Your Personal Information

We maintain appropriate physical, technological, and administrative precautions to help secure your Personal Information against loss, misuse, or unauthorized access, disclosure, modification, or destruction. We securely encrypt and hash all passwords, as well as the transfer of all online account communications and sensitive information (such as credit card information). The Personal Information we collect from or about you is held on servers in the United States and is subject to US law. Employees, agents, contractors, service providers, and other third parties with a business need for such access have electronic access to the databases and physical access to the servers on which this Personal Information is maintained. They will only access and use your Personal Information on our instructions and are expected to keep it confidential. If we need third parties to utilize CPNI or other Personal Information, we ask that they take reasonable steps to ensure the confidentiality of such information. While we make every effort to maintain the integrity and security of our network and servers, we cannot guarantee their security, nor can we guarantee that the information you provide will not be intercepted while being transferred over our network or the internet.

13. California Privacy Rights

The California Consumer Privacy Act of 2018 (“CCPA”) gives you specific rights as a California resident. The law provides you with the right to know what information we collect about you and how we use it; to access, delete, and correct that information within certain limitations; to tell us not to sell or share personal information about you; to limit the use of certain sensitive personal information; and to not be discriminated against for invoking these rights. The purpose of this notice is to provide consumers with a description of our practices regarding the collection, use, disclosure, and sale of Personal Information and instructions for submitting CCPA data privacy requests.

Your Rights. If you are a California resident, you can take advantage of the following rights:

Access Request. You may request, up to two times each year, that we disclose to you the categories and specific pieces of Personal Information that we have collected about you, the categories of sources from which your Personal Information is collected, the business or commercial purpose for collecting your Personal Information, the categories of Personal Information that we disclosed for a business purpose, any categories of Personal Information that we sold about you, the categories of third parties with whom we have shared your Personal Information, and the business or commercial purpose for selling your Personal Information, if applicable. To submit an access request, email admin@sequoiawireless.com.

Deletion Request. You may request that we delete any Personal Information that we have collected from you, subject to lawful exceptions to such deletion requests. To learn more, email us at admin@sequoiawireless.com.

Third-Party Sharing Opt-Out Request. You may request to opt out of our sharing of your Personal Information with third parties for the third parties direct marketing purposes. To learn more about Sequoia Wireless’s opt-out choices and to request a CCPA Data Request Form, email admin@sequoiawireless.com.

California Privacy Rights. California Civil Code Section 1798.83 entitles California customers to request information concerning whether a business has disclosed Personal Information to any third parties for their direct marketing purposes. As stated in this Privacy Policy, we will not sell your Personal Information to other companies and we will not share it with other companies for them to use for their own marketing purposes without your consent.

Consumer Rights Under the CCP. You have the right to request that we disclose what personal information we collect and use. In addition to this, you also have the right to request deletion of any personal information about you that we have collected from you and to opt-out of the sale of your personal information. You have a right not to receive discriminatory treatment from us.

California Web Site Data Collection. We do not knowingly allow other parties to collect personally identifiable information about your online activities over time and across third-party websites when you use our websites and services.

Do Not Track Notices. Because Do Not Track (“DNT”) and similar signals do not yet operate according to common, industry-accepted standards, our Services may not respond to DNT signals. For more information on Do Not Track, please visit www.allaboutdnt.com.

Request Additional Information. California customers who wish to request further information about our compliance with these requirements, or have questions or concerns about our privacy policy, please contact us via e-mail at admin@sequoiawireless.com.

Authorized Agent. Your authorized agent may submit a request on your behalf, after submission of proof of authorization, in accordance with California law.

Collection and Sharing of Location Information. In addition to other information described in this privacy policy, we may collect and share with third-party ad and data networks precise location information. This location information may be used by itself, aggregated, or combined with mobile identifiers (such as IDFAs and Android IDs), and shared with third parties for purposes related to advertising, analytics, attribution (e.g., measuring ad performance), analytics and market research. You can remove your consent to having your location data collected by changing the settings on your device (certain services may lose functionality as a result.) You can “opt out” of various third party uses of Apple’s and Android’s advertising identifiers through those platforms’ corresponding device settings, as well.

Personal Information Disclosures. For purposes of compliance with the California Consumer Privacy Act (CCPA), in addition to other details described in this privacy policy, we make the following disclosures:

- 1) We collect the following categories of Personal Information: identifiers, financial information associated with you, characteristics of protected classifications under California or federal law, commercial information, internet or other electronic network activity information, geolocation data, audio and visual information, professional or employment-related information, and inferences drawn from the other information to create a profile about consumers. The sources of this Personal Information and business and commercial purposes for collecting this Personal Information are described above.
- 2) We disclose the following categories of Personal Information for a business purpose: identifiers, financial information associated with you, characteristics of protected classifications under California or federal law, commercial information, internet or other electronic network activity information, geolocation data, audio and visual information, professional or employment-related information.
- 3) We may share and/or sell your Personal Information with our service providers, affiliates, or select marketing partners for our or their commercial marketing purposes as described above of the following categories of Personal Information: Identifiers, commercial information, internet or other electronic network activity information, geolocation data, and inferences drawn from the other information to create a profile about consumers.

14. Changes to the Privacy Policy

We reserve the right to make changes to our Privacy Policy at any time, so please check back often. Our Privacy Policy can be found on our “Legal” page. Any changes will have an immediate effect on the effective date listed above.

If we decide to use or disclose information that personally identifies you in a way that is materially different from what we stated in our Privacy Policy when we collected that information from you, we will provide you with a choice about the new use or disclosure through appropriate means, which may include an opportunity to opt-out.

Continued access to or use of our Services after the effective date of such modifications will constitute your acceptance of such changes. If you do not agree to the modified contents of this Privacy Policy, you must stop using the Services.

15. Questions and Contact

If you have any questions or issues regarding this Privacy Policy, or how we handle your Personal Information, please email us at admin@sequoiawireless.com.

Attachment I

Website Terms of Use

Website Terms of Use

Effective Date: June 9, 2023

This Website Terms of Use policy ("Terms of Use") describes how Sequoia Wireless, LLC ("Sequoia Wireless," the "Company," "we," "us," or "our") enacts the ground rules for users visiting your website and serve as a binding agreement between you and the user, or website visitor.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Sequoia Wireless, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by admin@sequoiawireless.com, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

1. Our Services

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. We are in the Telecommunication sector.

2. Intellectual Property Rights

Our Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks"). Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world. The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use only.

Trademark Disclaimer

All trademarks, logos and brand names are the property of their respective owners. All company, product and service names used in this website are for identification purposes only. Use of these names, trademarks and brands does not imply endorsement.

Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to: access the Services; and download or print a copy of any portion of the Content to which you have properly gained access. solely for your personal, non-commercial use.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: admin@sequoiawireless.com. If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("Contributions"). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services and possibly through third-party websites.

When you post Contributions, you grant us a license (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licenses granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This license includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

3. User Representations

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. User Representations

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. Products

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Services. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

6. Purchases and Payments

We only accept card payments via PayPal as the form of payment (e.g., Cash and Checks will not be accepted). The following are the terms:

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

7. Returns/Refunds Policy

Consumers can return or exchange devices during the return period of fourteen days from receipt of the device. Contact Sequoia Wireless Customer Service for an RMA number. Once you receive your RMA number you will mail the device back to Sequoia Wireless at the customer's expense. Your return must be postmarked during the applicable return period (0 - 14 days of receipt of the device. Be sure to keep your tracking number so you can check the status of the shipment with the carrier.

Remove confidential, proprietary or personal information from device. Additionally, you should wipe all removable or portable memory card modules that come with your device, and you should retain or destroy added removable or portable memory cards or modules such as an SD card) in order to help protect sensitive information, such as mobile banking information

Make a copy of the invoice or receipt to send back with your return shipment and keep the original receipt for your records. Please refer to your device manual for instructions. Pack in the manufacturer's original packaging. Include ALL original components including device, battery, charger, manual and unopened software. If anything is missing or the device is not in like-new condition, your shipment MAY NOT BE ACCEPTED. For specific return instructions, please contact Customer Service and a representative will be able to assist you.

Depending on the reason for the return, shipping charges may apply. Your refund for a return will be made through the original payment method (credit, debit, etc. and may take up to two months to process depending on your financial institution. We may also reduce the amount of the refund for restocking fees and/or shipping charges. Sequoia Wireless reserves the right to reject equipment returns that do not comply with the Return Policy. Sequoia Wireless Is not responsible for information left on returned equipment or devices.

8. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services. Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content. Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services. Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

9. User Generated Contributions

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule. Your Contributions do not violate the privacy or publicity rights of any third party.

- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

10. Contribution License

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services.

You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

11. Guidelines for Reviews

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce,

modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

12. Mobile Application License

Use License

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Legal Terms against you as a third-party beneficiary thereof.

13. Social Media

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Services via your account, including

without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD- PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH

THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

14. Third-Party Websites and Content

The Services may contain (or you may be sent via the Site or App) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party

Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third- Party Websites.

15. Services Management

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

16. Privacy Policy

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. For complete details of our Privacy Policy, refer to Sequoia Wireless's Privacy Policy.

17. Terms and Termination

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

18. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

19. Governing Law

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

20. Dispute Resolution

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the

"Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE

A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association ("AAA") website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Alameda County, California. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Alameda County, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act ("UCITA") are excluded from these Legal Terms.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than two (2) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

21. Corrections

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

22. Disclaimer

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

23. Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

24. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

25. User Data

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

26. Electronic Communications, Transactions, and Signatures

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

27. California Users and Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

28. Miscellaneous

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

29. Contact Us

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Sequoia Wireless, LLC
29034 Westbourne Court
Hayward, CA 94544-6345
United States
Phone: 800-487-4975
admin@sequoiawireless.com