

## **Rise Broadband**

### **Lifeline Service Terms and Conditions**

The Lifeline Service Program (“Lifeline”) is a federally funded program established to provide monthly assistance to low income households. The program is available to qualified low-income consumers and provides a discount on the qualified customer’s monthly invoice.

#### **1. Lifeline Program.**

- a. Qualified Rise Broadband customers may receive a Lifeline discount on either voice service, broadband services, or as part of a bundled voice-broadband package. The terms and conditions of Rise’s voice service are located at: <http://risebroadband.com/legal/activephone-terms-and-conditions-of-service/> and the terms and conditions of Rise’s broadband service are located at: <http://risebroadband.com/legal/broadband-internet-terms-and-conditions-of-service/>. Upon application and acceptance, a qualified Lifeline customer shall have the Lifeline subsidy applied to their selected service.
- b. The Federal credit amount provided to qualified Lifeline subscribers will be the maximum amount authorized by the FCC. Some Lifeline subscribers may also qualify for specific state subsidies as well.
- c. Only one Lifeline discount is allowed per household (one telephone line or one broadband service). The definition of a "household" is anyone living at an address (including children, relatives, people not related to you, etc.) who share income(s) and household expenses. A household is not permitted to receive Lifeline benefits from multiple providers.

#### **2. Eligibility.**

- a. To qualify for Lifeline service, a subscriber must meet certain state and federal eligibility requirements. These requirements are determined by the particular state where they reside. These state and federal eligibility requirements include program based eligibility or income based eligibility.
- b. **Program Based Eligibility.** To be eligible for Lifeline services, individuals or families must show a card, letter, or official document as proof that they participate in and receive benefits under one of the following public assistance programs:
  - Medicaid Program
  - Supplemental Nutrition Assistance Programs (SNAP), f/k/a Food Stamps
  - Supplemental Security Income (SSI)
  - Federal Public Housing Assistance (FPHA) / Section 8

- c. Income Based Eligibility. Consumers may also qualify for Lifeline service under the income based eligibility criteria, if their total combined household income is at or below 135% of Federal Poverty Guidelines.

### **3. Application.**

- a. Customers in Nebraska can apply for Lifeline support through the Nebraska Telephone Assistance Program (NTAP) at [http://www.psc.nebraska.gov/ntips/ntips\\_ntap.html](http://www.psc.nebraska.gov/ntips/ntips_ntap.html).
- b. Eligible Texas customers will be contacted by the State's Low Income Discount Administrator to discuss Lifeline options based on participation in State and Federal assistance programs.
- c. Customers in other states can apply for the Rise Broadband Lifeline program by: completing and submitting the application (available on the Rise Broadband website); providing the supporting documentation that they meet the eligibility requirements; and certifying, under penalty of perjury, that they:
  - i. Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form, or that they have income at or below the designated eligibility level.
  - ii. Do not currently receive Lifeline support serving their household and no other resident in their household participates in the Lifeline program.
  - iii. Have reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief, and that they understand that providing false or fraudulent information to obtain Lifeline benefits is punishable by law.
- d. If a subscriber is applying based on state or federal program-based eligibility, they will be required to provide a copy of a document or program card showing proof of their participation in the qualifying program. This document or card must include the participant's name, address, program name and effective date of the award. For example, if you are eligible for the Lifeline program because you participate in the Medicaid program, you will need to submit a copy of your Medicaid benefit card with your application.
- e. If a subscriber is applying based on their household income being at or below 135 percent of the Federal Poverty Guidelines, they must provide Rise Broadband with income documentation. Acceptable documentation includes: current income statement from an employer; prior year's federal income tax return; A Social Security statement of benefits; A Veterans Administration statement of benefits; A retirement or pension statement of benefits; An Unemployment or Workers' Compensation statement of benefits; A federal notice letter of participation in General Assistance; A divorce decree; A child support award; or other official document containing income information.
- f. A Customer's application for Lifeline services will be evaluated by Rise Broadband and/or any applicable state or federal agencies to confirm and verify

the customer's eligibility to receive the Lifeline subsidy. Once approved, the Lifeline subsidy shall be applied to the customer's account on the first billing cycle after their acceptance into the Lifeline program.

- g. The Lifeline program is administered by the Universal Service Administrative Company ("USAC") and in some states by state agencies. By submitting an application to Rise Broadband for Lifeline services, a subscriber consents and agrees to the disclosure of any and all information submitted by the subscriber to USAC, USAC's agents, the National Lifeline Accountability Database and/or applicable state agencies to ensure the proper administration of the Lifeline program, and failure to provide such consent will result in the subscriber being denied the Lifeline service.

#### 4. **Restrictions/Requirements.**

- a. **Lifeline Service Areas.** Rise Broadband Lifeline services are only available for activation by subscribers who reside in certain Connect America Fund ("CAF") designated census blocks in areas in which Rise Broadband has been designated as an Eligible Telecommunications Carrier ("ETC"). To receive a subsidized Lifeline discount, a subscriber's principal residence address must be within a CAF designated census block in a Rise Broadband ETC service area. Subscribers should call 844-411-7473 (RISE) to check whether they reside in an eligible area.
- b. **Toll Calls:** Rise Broadband does not allow calls to 900, 976, and 1010 number and will not accept collect calls. Customers can utilize 911 and 411 services as part of a customer's local and long distance services. International services are also available and can be blocked upon request.
- c. **Nontransferable and Nonassignable.** Eligibility for Rise Broadband Lifeline services is personal and relates to the subscriber individually. Lifeline customers may not transfer to any third party, including a third party that is eligible for Lifeline service, any of the customer's rights or benefits received under the Lifeline services.
- d. **Change in Eligibility.** A qualified customer receiving Lifeline services must notify Rise Broadband by submitting a Lifeline Change Notification/Request Form (available on the Rise Broadband website) within 30 days if they no longer qualify for any of the public assistance programs identified in their application form, no longer meet the criteria for income eligibility, if another member of their household receives Lifeline benefits, or if they no longer qualify for Lifeline services for any other reason. Once a customer informs Rise Broadband that they are no longer eligible for Lifeline services, Rise Broadband shall de-enroll the customer for Lifeline services and discontinue the customer's Lifeline discount as of the first billing cycle following the effective date of the loss of benefits.
- e. **Change of Address.** A qualified customer receiving Lifeline services must notify Rise Broadband at by submitting a Lifeline Change Notification/Request Form (available on the Rise Broadband website) within 30 days of any change of

address. Continued service by Rise Broadband upon a change of service address is subject to availability of service at the new address and continued receipt of the Lifeline subsidy from Rise Broadband is subject to the location of the new service address. A change of service address which is not serviceable by Rise Broadband may be subject to an early termination fee upon disconnection.

- f. Annual Recertification. A qualified customer receiving Lifeline services must certify each year that 1) they are still eligible to receive the Lifeline program discount and that 2) no one else in their household is receiving a Lifeline program discount. Each year, Lifeline subscribers will receive a notice that reminds them to recertify their eligibility for Lifeline services and gives them instructions on how to do it. They must complete this recertification process by the deadline or they will lose their Lifeline discount.
- g. De-enrollment. If Rise Broadband determines during the re-certification process, or at any other time, that a customer fails to continue to qualify for Lifeline services, such customer will immediately be deemed ineligible to participate in the Lifeline service and will be de-enrolled from the Lifeline service. If a qualified customer fails to complete their recertification by the deadline, they will be de-enrolled from Lifeline service. A customer may choose to voluntarily de-enroll from the Lifeline service at any time by submitting a Lifeline Change Notification/Request Form (available on the Rise Broadband website). Upon de-enrollment from the Lifeline program for any reason, the customer shall no longer receive the Lifeline discount as of the first billing cycle following the effective date of their de-enrollment. De-enrollment from Lifeline Services for any reason will not terminate a customer's service with Rise Broadband and termination of a customer's Rise Broadband service may be subject to an early termination fee.
- h. Right to Terminate Service. Rise Broadband reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's Rise Broadband service for fraud, misrepresentation or other misconduct as determined solely by the Company. Customer agrees Rise Broadband service will not be used for any other purpose that is not allowed by this agreement, the terms and conditions of Rise Broadband's voice service, or that is illegal. Rise Broadband can, without notice, limit, suspend or end a customer's service and de-enroll a customer from Lifeline services for violating this provision or for any other good cause.