Lance J.M. Steinhart, P.C.

Attorneys At Law 1725 Windward Concourse Suite 150 Alpharetta, Georgia 30005



DEC 1 5 2023

LA Public Service Commission

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

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

December 14, 2023

VIA OVERNIGHT DELIVERY

Executive Secretary
Louisiana Public Service Commission
602 North Fifth Street
Galvez Building, 12th Floor
Baton Rouge, Louisiana 70802
800-262-0793

Re: Cliq Communications LLC d/b/a Cliq Mobile

Dear Sir/Ma'am:

Enclosed please find for filing one original and five (5) copies of Cliq Communications LLC d/b/a Cliq Mobile's Petition for Authority to Operate as a Commercial Mobile Radio Service Provider within the State of Louisiana, along with a check in the amount of \$250 for the filing fee.

Please note that Exhibit D to the application, financial statements, contain confidential and proprietary information, and Applicant hereby respectfully requests confidential treatment of such information. One copy of the financial statements is being filed herewith in a separate sealed envelope marked "CONFIDENTIAL".

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed preaddressed, postage-prepaid envelope. If you have any questions or if we may provide you with any additional information, please do not hesitate to contact us. Thank you.

Respectfully submitted,

Lance J.M. Steinhart, Esq. Managing Attorney

Lance J.M. Steinhart, P.C.

Attorneys for Cliq Communications LLC

Enclosures

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LOUISIANA PUBLIC SERVICE COMMISSION

RECEIVED

DEC 15 2023

In the Matter of the Petition of)	מאסל דין אפרים
Cliq Communications LLC)	IA Dublic Comice Commission
d/b/a Cliq Mobile)	LA Public Service Commission
)	
for Authority to Operate as a)	
Commercial Mobile Radio Service) Docket No.	
Provider within the State of)	
Louisiana)	

PETITION FOR AUTHORITY TO OPERATE AS COMMERCIAL MOBILE RADIO SERVICE PROVIDER

Cliq Communications LLC d/b/a Cliq Mobile, (hereinafter "Cliq" or "Petitioner"), by its counsel and pursuant to Louisiana Public Service Commission ("Commission") Rules for the Provision of Intrastate Telecommunications Services, hereby petitions the Commission for Authority to Operate as a Commercial Mobile Radio Service Provider, authorizing Petitioner to resell Commercial Mobile Radio services within the State of Louisiana. In support of its Petition, Cliq provides the following information:

I.

The legal name of Petitioner is Cliq Communications LLC d/b/a Cliq Mobile.

II.

The address and telephone number of Petitioner are as follows:

Cliq Communications LLC d/b/a Cliq Mobile 620 S Le Jeune Road Coral Gables, Florida 33134 (415) 340-2137/Phone III.

The name and address of Petitioner's principal corporate officers are as follows:

Walid Omar Hamid

620 S Le Jeune Road Coral Gables, Florida 33134

Walid Omar Hamid, Managing Member, is responsible for Louisiana operations. At this time, Petitioner has no local office.

IV.

Petitioner is a Limited Liability Company that was organized in the State of Florida on September 25, 2023. A copy of Petitioner's Articles of Organization is attached hereto as **Exhibit A**. A certified copy of Petitioner's Authority to Transact Business in Louisiana is attached hereto as **Exhibit B**. Petitioner has no affiliates offering and/or providing wireless telecommunications services in the State of Louisiana.

V.

The title and telephone number of the individual who is to serve as a liaison with the Commission is:

Lance J.M. Steinhart, Esq. Lance J.M. Steinhart, P.C. 1725 Windward Concourse Suite 150 Alpharetta, Georgia 30005 770-232-9200 (Phone) 770-232-9208 (Fax) info@telecomcounsel.com (E-Mail)

VI.

A copy of Petitioner's intrastate Tariff including the terms of service and current rates is attached hereto as **Exhibit C**.

VII.

Petitioner is financially able to provide the services proposed in its tariff as evidenced by its balance sheet marked and filed as "Confidential", a copy of which is attached hereto, in a separately sealed envelope, as **Exhibit D**.

VIII.

Cliq will resell prepaid wireless telecommunications services through the facilities of major US carriers, such as T-Mobile. Upon approval, Cliq intends to provide wireless services, including mobile phone service and ancillary service features, such as call waiting and Caller ID. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of Louisiana.

IX.

Petitioner possesses the experience to support the services to be offered as set forth in the resumes of its key management personnel, which are attached hereto as **Exhibit E**.

X.

Petitioner is also in the process of applying for authority to operate as a Commercial Mobile Radio Service provider ("CMRS") in all 50 states, as well as Puerto Rico and the District of Columbia. Petitioner is currently authorized to provide CMRS services in Colorado, Iowa, Kentucky, Michigan, Montana, North Dakota, South Carolina, West Virginia, and Wisconsin. No states have denied any requested authority.

XI.

Petitioner's Registered Agent for service of process is:

Incorp Services, Inc. 3867 Plaza Tower Drive, First Floor Baton Rouge, LA 70816

XII.

Cliq submits the following arguments to demonstrate that the public interest will be served by the approval of this Petition:

Grant of this Petition will further the public interest by expanding the availability of competitive telecommunications services in the State. In addition, intrastate offering of these services is in the public interest because the services will provide customers with access to new technologies and service choices, and can permit customers to achieve increased efficiencies and cost savings. Petitioner's entry into the intrastate wireless telecommunications services market thereby will enhance the telecommunications infrastructure in the State and will facilitate economic development.

In particular, the public will benefit directly, through the use of the competitive services to be offered by Petitioner's, and indirectly, because the presence of Petitioner in this market will increase the incentives for other wireless providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

WHEREFORE, Petitioner requests that this Commission grant its Petition for Authority to Operate as a Reseller of Commercial Mobile Radio Services within the State of Louisiana.

Respectfully Submitted:

Lance J.M. Steinhart, Esq.

Lance J.M. Steinhart, P.C.

1725 Windward Concourse

Suite 150

Alpharetta, Georgia 30005 Telephone: (770) 232-9200

Facsimile: (770) 232-9208

E-Mail: info@telecomcounsel.com

Counsel for Cliq Communications LLC d/b/a Cliq Mobile

VERIFICATION

I, Walid Omar Hamid, Managing Member, do verify, on behalf of the Petitioner, that the corporation will comply with and abide by the Commission guidelines and requirements presently in effect or otherwise adopted in the future.

Managing Member

LIST OF EXHIBITS

	EXHIBIT	'A – ARTICLE	ES OF ORGA	NIZATION
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EXHIBIT B -- AUTHORITY TO TRANSACT BUSINESS

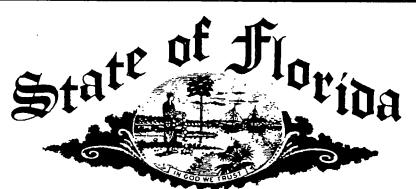
EXHIBIT C -- PROPOSED INITIAL TARIFF

EXHIBIT D -- FINANCIAL STATEMENTS

EXHIBIT E -- MANAGEMENT EXPERIENCE

EXHIBIT A – ARTICLES OF ORGANIZATION

See Attached



Department of State

I certify the attached is a true and correct copy of Articles of Organization, as amended to date, of CLIQ COMMUNICATIONS-LEC, a limited liability company, organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this company is L23000443946

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of October, 2023

COD WE THIS

CR2E022 (01-11)

Cord Byrd
Secretary of State

Electronic Articles of Organization For Florida Limited Liability Company

L23000443946 FILED 8:00 AM September 25, 2023 Sec. Of State jafason

Article I

The name of the Limited Liability Company is: CLIQ COMMUNICATIONS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

6586 W ATLANTIC AVE UNIT #2089 DELRAY BEACH, FL. 33446

The mailing address of the Limited Liability Company is:

6586 W ATLANTIC AVE UNIT #2089 DELRAY BEACH, FL. 33446

Article III

The name and Florida street address of the registered agent is:

REGISTERED AGENTS INC 7901 4TH ST N, STE 300 ST. PETERSBERG, FL. 33702

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DAVID ROBERTS

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR WALID HAMID 2441 ZEDER AVE DELRAY BEACH, FL. 33444 US

L23000443946 FILED 8:00 AM September 25, 2023 Sec. Of State

Article V

The effective date for this Limited Liability Company shall be: 09/20/2023

Signature of member or an authorized representative

Electronic Signature: W. OMAR HAMID

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

From: Jimeria Romero * DocuSign Envelope ID: 3C280D16-0EC4-4BF0-837B-F9FB02FF6872

Fax: 13055079843

To (850) 617-6383

Fax: (850) 617-6383

Page: 4 of 6

10/16/2023 12:59 PM

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION OF

CLIQ COMMUNICATIONS LLC				
(<u>Name of the Limite</u> (,	d Liability Contp. A Florida Limited	any as it now appears on a Liability Company)	our records.)	
The Articles of Organization for this Limited Lia	bility Company	were filed on <u>09/25/2</u>	023	and assigned
Florida document number L23000443946	·			
This amendment is submitted to amend the follow	wing:			
A. If amending name, enter the new name of	the limited lish	oility company here:		
The new name must be distinguishable and contain the wo	rds "Limited Liabi	ility Company," the designa	ution "LLC" or the abb	reviation #I_I.C."
Enter new principal offices address, if applica		620 S. Le Jeone Road		υ·
Principal office address MUST BE A STREET		Coral Gables, Fl. 331	34	
Enter new mailing address, if applicable:		620 S. Le Jeune Roar	j	: : پ
(Mailing address MAY BE A POST OFFICE BOX)		Coral Gables, Ft. 331	34	بر بر
3. If amending the registered agent and/or regent and/or the new registered office address Name of New Registered Agent:	here:	address on our record	is, enter the name	of the new regis
Name of New Registered Agent.	C20 C 1 - 1 - 1	. Donal		
	620 S. Le Jeun	e Rosa		
New Registered Office Address:		Emer Florida si	reet address	
New Registered Office Address:	Coral Gables	Emer Florida si	reer aidress , Florida <u>331</u>	34

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address. I hereby confirm that the limited liability company has been notified in writing of this change.

> Erick Trilles If Changing Registered Agent, Signature of New Registered Agent

From: Jimeria Romero - Faz 13055079843 To. (850) 617-6383 Fax: (850) 617-6383 Page: 5 of 6 10/18/2023 12:59 PM

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IT amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records: MGR = Manager AMBR = Authorized Member Title <u>Name</u> Address Type of Action __ 🗆 🖊 _____ DRemove _____ Change _____ DAdd _____ Remove _____ DChange _____ □Remove _____ Change ______ □ Add ☐ Rensove _____ □Change ______DAdd ___ □ Remove _____ □ Change

_____ Remove

From: Jimena Romero Fax: 13055079843 To. (850) 617-6383 DocuSign Envelope ID: 3C280D16-0EC4-4BF0-837B-F9FB02FF5872

Fac: (850) 617-6383

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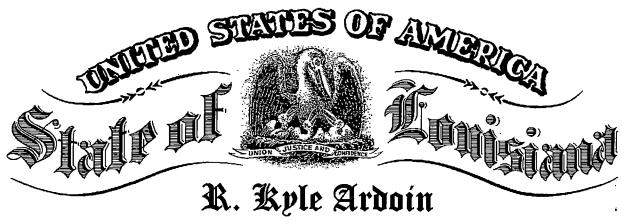
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etive date, if other than the date of fil effective date is listed, the date must be specific if the date inserted in this block does no ment's effective date on the Department of	meet the applicable st	of filing or more in atutory filing re	(option 90 days after quirements, this	onal) filing.) Pursuant to to s date will not be lis
ord specifies a delayed effective date, but a filed.	ot an effective time, at	12:01 a.m. on t	he earlier of: (b) The 90th day aft
October 16	2023			
Enck Trelles	··			
Signature of	a member or authorized r	epresentative of a	member	

Filing Fee: \$25.00

EXHIBIT B -- CERTIFIED COPY OF FOREIGN AUTHORIZATION

See Attached



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the Application Form for Certificate of Authority of

CLIQ COMMUNICATIONS LLC

Domiciled at DELRAY BEACH, FLORIDA,

Was filed and recorded in this Office on November 09, 2023.

Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 9, 2023

Secretary of State

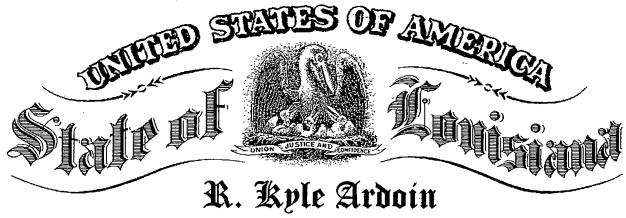
WEB 45668829G



Certificate ID: 11805815#4PK73

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.

www.sos.la.gov



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

CLIQ COMMUNICATIONS LLC, located at 620 S LE JEUNE RD., CORAL GABLES, FL 33134,

Has filed for record in this department an application for the trade name

CLIQ MOBILE

Which was first used in the State of Louisiana on November 22, 2023,

Said application was filed and recorded in this Office on November 22, 2023, which recordation is for a term of ten years from the date hereof.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 22, 2023

14 Talk 1602 Secretary of State

WEB 79-4444



Certificate ID: 11810650#YYN83

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.

www.sos.la.gov

EXHIBIT C -- PROPOSED INITIAL TARIFF

See Attached

TITLE SHEET

LOUISIANA PREPAID WIRELESS TELECOMMUNICATIONS SERVICE TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Prepaid Wireless service by Cliq Communications LLC d/b/a Cliq Mobile, with principal offices at 620 S Le Jeune Road, Coral Gables, Florida 33134. This tariff is governed and interpreted according to the laws of Louisiana.

Issued:

Issued By:

APPLICATION OF TARIFF

This Tariff sets forth the Service offerings, terms and conditions applicable to the furnishing of Prepaid Wireless Communications Service by Cliq Communications LLC d/b/a Cliq Mobile (hereinafter referred to as the "Company"), as authorized by the Louisiana Public Service Commission.

The Company's agent for the service of process is:

Incorp Services, Inc. 3867 Plaza Tower Drive, 1st Floor Baton Rouge, LA 70816

Issued: Issued By:

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

Issued:

Issued By:

^{*} New or Revised Sheet

	TABLE OF CONTENTS	
		Page
Title Sheet		1
Concurring,	Connecting or Other Participating	
Carriers		2
Application	of Tariff	3
Check Sheet	t	4
Table of Co.	ntents	5
Tariff Forma	at	6
Symbols		7
Section 1 - 7	Fechnical Terms and Abbreviations	8
Section 2 – 7	Terms and Conditions	10
2.1	Undertaking of the Company	10
2.2	Availability of Service	10
2.3	Limitation of Liability	11
2.4	Deposits	13
2.5	Prepayment	
2.6	Use of Service	13
2.7	Payment and Billing	13
2.8	Collection Costs	14
2.9	Taxes	14
	Returned Check Charge	
2.11	Provision of Wireless Phones	15
2.11	Provision of E911 Service	15
Section $3 - 1$	Description of Service	17
3.1	Computation of Charges	17
3.2	Customer Complaints	17
3.3	Basic Wireless Service	17
3.4	Directory Assistance	17
3.5	Operator Services	18
3.6	Roaming	18
Section 4 - F	Rates	
4.1	Rate Plans	19

Issued: Issued By:

TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- dB. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2. 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i)
- D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued:

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved from Another Tariff Location
- N New
- R Change Resulting In A Reduction to A Customer's Bill
- T Change in Text or Regulation But No Change In Rate or Charge

Issued:

Issued By:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

<u>Access Number</u> - A telephone number provided to a Customer by the Company and associated with the Customer's wireless phone, enabling use of the Company's Wireless System.

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

<u>Cell Site</u> - Transmitting and receiving antennae and associated radio and control equipment essential to the completion of a talking path between a wireless phone and a Wireless Switching Office.

<u>Commission</u> - Used throughout this tariff to mean the Louisiana Public Service Commission.

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

Company - Used throughout this tariff to mean Cliq Communications LLC d/b/a Cliq Mobile.

Emergency Service Agency (ESA) - An entity legally authorized to subscribe to the Service and which has public safety responsibility by law to respond to telephone calls from the public for emergency police, fire and other emergency services within the area designated for 911 calling. An ESA may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority lawfully has been delegated.

Optional Features – Features that complement the underlying Service provided by the Company to which a Customer may subscribe.

<u>Service</u> - Any or all service(s) provided by the Company pursuant to this tariff.

<u>Service Areas</u> - Geographic areas in which the Company is capable of originating and terminating wireless calls.

<u>Service Agreement</u> - The contractual arrangement, if any, between the Company and the Customer for the provision of Service.

Issued:

Effective:

Issued By:

Walid Omar Hamid, Managing Member 620 S Le Jeune Road Coral Gables, Florida 33134

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

<u>Underlying Carrier</u> - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

User - Customer and/or any Authorized User.

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

<u>Wireless Switching Office</u> - A termination center consisting of the switching and control equipment used for switching and interconnection of Wireless Communications Service.

<u>Wireless System</u> - A telecommunications system comprised of a Wireless Switching Office, Cell Sites and dedicated interconnecting facilities used to provide Service.

Issued: Issued By:

SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

The Company undertakes to provide intrastate Wireless Communications Service to the public in accordance with terms and conditions of its tariff on file with this Commission and any Service Agreement executed by the Customer. In the event of any conflict between the provisions of such agreement and the provisions of this tariff, the provisions of this tariff shall control to the extent required by law.

2.2 Availability of Service

- A. Subject to the terms and conditions specified in this tariff, Service will be provided to any person, firm, corporation, partnership or other legal entity that wishes to become a Customer.
- B. Service is available to activated Customers of the Company with compatible wireless phones when the Customer is within the range of Cell Sites located in the Company's Service Areas. Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.
- C. Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (a) the lack of transmission medium capacity, (b) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service, or (c) any cause beyond its control.
- D. The Company reserves the right to arrange tor Service to be furnished through the facilities of another entity when necessary.
- E. The use and restoration of Service in emergencies shall be governed by Federal Communications Commission rules and regulations.
- F. The Company reserves the right to suspend, terminate or restrict furnishing Service in accordance with Section J of this tariff.

Issued: Issued By:

2.3 Limitation of Liability

- A. Because the Company has no control of communications content transmitted over the Wireless System, and because of the possibility of errors incident to the provision and use of its Service, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- B. The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, Changing, or terminating Service under this tariff: and not caused by the failure or negligence of the Customer, shall in no event exceed either (a) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (b) One Hundred Dollars (\$100.00), whichever is less.
- C. The Company is not responsible for interruptions in Service.
- D. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities. The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.
- E. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request under color of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of anyone or more of said governments, or of any civil or military authority; and national emergencies, insurrections, riots, wars or labor difficulties.

Issued: Issued By:

2.3 <u>Limitation of Liability</u> (Continued)

- F. The Company is not liable for any accident, damages or injury occasioned by the presence of, or use of, the Wireless System, the Service or a wireless phone. The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.
- G. The Company is not liable for damages for any defacement or damage to any vehicle or other personal or real property owned or used by a Customer, Authorized User or any other individual resulting from the existence or use of a wireless phone.
- H. The Customer and/or Authorized User shall indemnify and hold the Company harmless against: (a) claims for libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over facilities provided by the Company or the use thereof; (b) claims for infringement of patents arising from combining apparatus and systems of the user with, or using them in connection with, facilities provided by the Company, and (c) all other claims arising out of any act or omission of the User in connection with Service provided by the Company. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such claims.
- I. THE COMPANY MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FIINESS FOR A PARTICULAR PURPOSE.
 - The Company does not authorize anyone to make a warranty of any kind on its behalf and the Customer should not rely on any such statement. The Company is not the manufacturer of the wireless phone or any other equipment and statements regarding the wireless phone or the equipment should not be interpreted as a warranty.
- J. The Communications Assistance for Law Enforcement Act, 47 U.S.C. Sec. 1001 et seq., obligates the Company to provide law enforcement agencies, pursuant to a valid electronic surveillance warrant, with call content and call identifying information reasonably available to the Company. The Company assumes no liability for making this information available to law enforcement agencies or their authorized representatives acting under color of law.

Issued: Effective:

2.4 Deposits

The Company does not require deposits.

2.5 Prepayment

- A. The Company, at its discretion, may require prepayment prior to its provision of Service. Charges incurred by the Customer for Service will be deducted from the amount of the prepayment on an ongoing basis as they are incurred.
- B. Service may be suspended when a Customer's prepaid amount is reduced to zero. Service will resume only after prepayment of an additional amount determined by the Company.
- C. Upon termination of Service, by either the Customer or the Company, any excess prepayment will be credited or refunded to the Customer. If charges for Service exceed the remaining prepayment, the Customer remains responsible for such charges and the Company may collect the amount of any underpayment.

2.6 <u>Use of Service</u>

- A. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of Service by any other Users.
- B. The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission and all state and local governmental authorities having jurisdiction over the Service.
- C. The Company reserves the right to refuse Service to individuals under the age of 18 and may require proof of age prior to the initiating Service.
- D. The Company may provide information regarding the Customer's use of Service to federal, state and local authorities, to the extent required by law.

2.7 Payment and Billing

All services are prepaid, and billing of services does not apply.

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Issued By:

2.8 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.9 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, with the exception of the Plans in Section 5.2 and 5.3 below.

2.10 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. In accordance with *General Order dated January 1, 2000*, the returned check charge will be a maximum of \$20.00.

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2.11 Provision of Wireless Phones

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (a) renders obsolete any of the Customer-provided equipment or facilities; (b) requires modification of the Customer-provided equipment or facilities; or (c) otherwise affects the reception of signals by Customer-provided equipment or facilities.
- B. The Customer or Authorized User must provide and maintain all wireless equipment and ensure that it is technically and operationally compatible with the Company's Wireless System and in compliance with applicable Federal Communications Commission rules and regulations.
- C. The operating characteristics of the wireless phone equipment shall be such as not to interfere with the Service offered by the Company.
- D. The purchase of a wireless phone from the Company does not compel the Company to provide the purchaser with Service. The Company provides Service under the terms and conditions of this tariff and the Service Agreement, if any, between the Company and the Customer.
- E. Customers retain the sole responsibility for notifying the Company of a lost or stolen wireless phone. The Customer is responsible for all charges incurred to the Access Number prior to notifying the Company of the loss or theft.

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2.12 **Provision of E911 Service**

- 1. Where facilities and operating conditions permit, 911 service may be provided by the Company. The Company, however, does not undertake to answer, forward or respond to 911 calls, but furnishes the use of its underlying carrier's facilities to route the 911 calls to the appropriate ESA within the Service Area. The Company offers this routing service solely as a public service aid in handling assistance calls in connection with fire, police, and other emergencies and thereby does not create any relationship or obligation, direct or indirect, to any User, person, company, municipality or other entity. Further, the Company cannot guarantee the routing or completion of any 911 call, the quality of the call or any features that may be otherwise provided with 911 service. Except in the event of the Company's willful misconduct, the Customer waives any claim of, and shall indemnify, defend and hold harmless the Company from and against any loss or damage arising from errors, interruptions, defects, failures or malfunctions of 911 service or any part thereof. The Company's entire liability to any person for interruption or failure of 911 service shall be determined under and limited by the terms set forth in this section and other sections of this tariff.
- 2. The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's willful misconduct, to release, indemnify and hold harmless the Company from any and all losses, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the ESA, Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer, ESA or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 <u>Computation of Charges</u>

- 3.1.1 All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods. Timing for each call ends when either party hangs up.

3.2 <u>Customer Complaints</u>

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

620 S Le Jeune Road Coral Gables, Florida 33134 (888) 441-2547

If Customer complaints cannot be resolved by the Company, the Customer may contact the Commission at the following address and phone number:

Louisiana Public Service Commission Galvez Building, 12th Floor 602 North Fifth Street Baton Rouge, LA 70821-9154 (800) 256-2397

3.3 Basic Wireless Service

Basic Wireless Service is an offering which uses mobile radio technology to provide telecommunications services between wireless phones and conventional telephone systems or between two wireless phones.

3.4 Directory Assistance

Directory Assistance is an offering which provides Customers with access to telephone number information.

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Walid Omar Hamid, Managing Member 620 S Le Jeune Road Coral Gables, Florida 33134

3.5 Operator Services

Operator Services is an offering which allows the Customer to select from special call handling or billing arrangements. Per minute usage rates and per call service charge will be assessed to the calling party, called party, third party, calling card or credit card based on the call type and the appropriate acknowledgment of other parties, where applicable.

3.6 Roaming

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

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SECTION 4 - RATES

4.1 Rate Plans

- A. \$9.99 monthly talk, SMS text, GPS location services
- B. \$19.99 monthly Plan A, plus MMS texting
- C. \$24.99 monthly Plans A & B, plus use of apps, web browser, data.

Monthly charges exclude taxes, Company Surcharges [incl. USF charge of up to 14.9% (varies quarterly), Administrative Charge (up to \$1.99/line/mo.), Regulatory Charge (\$0.40/line/mo.) & state/local fees by area]. Company Surcharges are not taxes or gov't-required charges and are subject to change. Equipment prices not included.

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EXHIBIT D -- FINANCIAL STATEMENTS

Filed under separate cover as "Confidential"

EXHIBIT E -- MANAGEMENT EXPERIENCE

See Attached Resumes

W. OMAR HAMID

2441 Zeder Ave. Delray Beach, FL omar@gocliqmobile.com 704.578.6341

Experienced entrepreneur with 14+ years of building software, and architecting IT & telecom infrastructure.

EDUCATION & CERTIFICATIONS

BSBA International Business, <i>University of</i> North Carolina, Charlotte
Blockchain: Technologies and Applications for Business, <i>Haas School of</i> <i>Business, UC Berkeley</i>
Smart contract/Solidity Developer bootcamp, ConsenSys Academy
ITIL Foundations
Certified Scrum Master

LEADERSHIP

Chair, Board Member, *Mecklenburg County Information Services & Technology Advisory Committee*

– I served as the Chair of the county's IT advisory committee to help direct Mecklenburg county's IT department initiatives. Founded and head the blockchain subcommittee.'20 – '22.

Alumni, *Charlotte Aviation Academy* – I was nominated to attend a program hosted by the Charlotte international airport authority to provide insight into the airport's impact on the city's economy.

Alumni, *Charlotte Leadership Academy* – class of 2020 - I was nominated to be a part of this academy to help learn tangible ways to help address some of the issues affecting Charlotte, NC.

EXPERIENCE

PRINCIP 2023	AL SOLUTIONS ARCHITECT, BAPTIST HEALTH SOUTH FLORIDA, JAN 2023 - NOV
	I owned and managed the ServiceNow platform being used by the hospital
	system for IT services.
	I oversaw implementation of revamped telecommunications infrastructure across entire hospital system into the ServiceNow platform.
	By establishing clear development guidelines, I oversaw all development on the platform, as well as the pipeline for enhancement requests from the 30k+ users of the platform.
FOUND	ER / CEO, CADENA CO., OCT 2019 – FEB 2023
	Established a consulting practice to execute professional services projects and build custom applications on the ServiceNow platform focused on IT assets and telecommunications infrastructure.
	Clients included: Dell, Uber, HP, Wells Fargo, FormFactor, Dolby, Coursera.
SR. DELI	VERY MANAGER, KLOVES INC. MAY 2016 – OCT 2019
	Successfully designed and developed many custom applications for Fortune 500 clients.
	Regularly led workshops with C-Suite execs for large enterprises to help understand current pain points and architect solutions.
	Managed a team of developers & technical consultants through many successful implementations while maintaining a near perfect customer satisfaction score for all projects under me.
-PRODUC	T MANAGER, MYTHX, CONESNSYS, OCT 2019 – JUNE 2020
	Worked closely with the UX research team to meet w/ customers and understand data points that help drive decision-making.
	Helped establish a CI/CD release management process for the MythX smart contract development team.
PRODUC	TT OWNER ServiceNow, FEDERAL HOME LOAN BANK OF SF, FEB 2015 – MAY 2016

PRODUCT MANAGER, E-COMM, THE GYMBOREE CORP, JAN 2014 - FEB 2015

Enabled the roll out of ServiceNow across the whole bank.

request fulfillment times by half.

- Owned the e-comm platform migration from Blue Martini to Oracle ATG.
- ☐ Through consistent A/B testing, helped use data to design and implement a new checkout funnel that improved click-through rates by 12%.

Architected a redesign of certain fulfillment workflows that reduced help desk