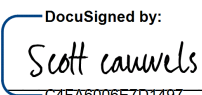


Best Buy Health, Inc.
Robocall Mitigation Certification Pursuant to 47 C.F.R. 64.6305(d)

I, Scott Cauwels, Vice President, Best Buy Health General Counsel, submit this certification on behalf of Best Buy Health pursuant to 47 C.F.R. 64.6305(d).

1. Best Buy Health is a voice service provider without a STIR/SHAKEN obligation. Best Buy Health does not have an obligation to implement STIR/SHAKEN because it lacks facilities necessary to implement the framework.
2. Cellco Partners (“Verizon”) is our underlying voice service provider. Best Buy Health relies on procedures, policies, and safeguards implemented by Verizon to ensure that Best Buy Health’s residential customers are sufficiently protected against robocalls and spoofing activities.
3. **Verizon has certified in the Robocall Mitigation Database that it has implemented STIR/SHAKEN** and all calls that it originates are compliant with section 64.6301(a)(1) and (2), and it has implemented the STIR/SHAKEN authentication framework across its entire network, on which Best Buy Health relies.
4. Best Buy Health will respond fully, within twenty-four (24) hours to all traceback requests from the Commission, law enforcement, and the industry traceback consortium. Best Buy Health commits to cooperate with the Commission, law enforcement, and the industry traceback consortium in investigating and stopping any robocallers that use our service to originate unlawful robocalls.
5. Best Buy Health has not been prohibited from filing in the Robocall Mitigation Database pursuant to a law enforcement action.
6. Best Buy Health (“and/or any entity for which the filing entity shares common ownership, management, directors, or control”) has never been the subject of a formal Commission, law enforcement, or regulatory agency action or investigation with accompanying findings of actual or suspected wrongdoing due to transmitting, encouraging, assisting, or otherwise facilitating illegal robocalls or spoofing, or a deficient Robocall Mitigation Database certification or mitigation program.

Pursuant to section 1.16 of the Commission’s rules, I certify, under penalty of perjury, that the information and statements contained herein are true and correct to the best of my knowledge and belief.

DocuSigned by:

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Scott Cauwels, Vice President, Best Buy Health General Counsel

2/26/2026 | 4:17 CST (date)

Best Buy Health, Inc.
STIR/SHAKEN Implementation and Robocall Mitigation Plan

STIR SHAKEN IMPLEMENTATION

Best Buy Health does not have an obligation to implement STIR/SHAKEN protocols as it is a reseller and lacks the facilities necessary to implement the framework.

Robocall Mitigation

All voice traffic that originates on Best Buy Health's network is subject to the following Robocall Mitigation Plan. As detailed below, Best Buy Health has taken specific reasonable steps to avoid the origination, carrying, or processing of illegal robocall traffic.

Best Buy Health relies on procedures, policies, and safeguards implemented by Verizon to ensure that Best Buy Health's customers are sufficiently protected against robocall and spoofing activities.

Best Buy Health relies exclusively on Verizon as a voice service provider. Best Health relies on Verizon's FCC Know-Your-Upstream Provider processes. Verizon has a Robocall Mitigation Plan in the Robocall Mitigation Database. In its Robocall Mitigation Plan Verizon states that it "follows procedures for ensuring it knows the identities of all upstream carriers from which it accepts traffic. To the extent that we were to receive information from law enforcement or other sources that a customer is engaged in illegal calling, our policy is to cooperate fully, including by providing the identity of any suspected illegal robocaller pursuant to legal service of process."

Best Buy Health complies with FCC requirements to Know Your Customers with reasonable due diligence to ensure accounts are activated by authentic customers. Customers purchase cellular voice devices in person in store, over the phone, and online. At the time of purchase and/or activation, Best Buy Health collects personal information from Customers to establish service, which includes full name, address, phone numbers, email address, and payment information. Customer data systems verify the accuracy of physical address information provided by customers. Customer email and payment information is validated as part of delivering services to the Customer. For a subset of customers, information about family and caregivers are collected and serve as further evidence of authenticated Customer relationship. Best Buy Health further assures Customer account holders are authentic by enabling third-party detection of bot activity as part of the transaction processes.

Best Buy Health is subject to a Fraud Policy in its agreement with Verizon, which, among other things, commits Best Buy Health and Verizon to maintaining a designated resource to address questions and issues and to serve as a single point of contact for matters relating to the Fraud Policy. In the event of suspected fraudulent or unlawful call origination or traffic, both companies will work together to investigate. Pursuant to the contract's Fraud Policy, Verizon will create and maintain fraud monitoring tools that monitor suspicious Commercial Mobile Radio Service (CMRS) and/or Data Service usage to detect possible fraudulent usage on mobile device numbers or SIMs provided by Verizon to Best Buy Health. Verizon will make the fraud monitoring system available to Best Buy Health to use to analyze, investigate and take corrective action to resolve or prevent further fraudulent activity.

Best Buy Health relies on Verizon Robocall Mitigation Plan to ensure that additional traffic monitoring protects customers from fraudulent activity. In its Robocall Mitigation plan, Verizon states that it adheres to Anti-Robocall Principles published by state attorney's general. Relevant to traffic monitoring Verizon states it, "has heightened procedures to monitor outbound traffic in order to identify potentially illegal

robocalls and take action when we do. That monitoring includes automatically generating reports that include metrics such as call volumes, SIP response codes, answer rates, call duration, honeypot hits, Industry Traceback Group traceback volumes, “neighbor” spoofing calling patterns, and calls that trigger crowd-sourced complaints. We have developed methodologies for synthesizing various data points in order to create a single “roboscore” that can be used to identify potentially problematic traffic.” Verizon has responsibility to address reasonable corrective actions when monitoring activity identifies potential fraud, which Verizon describes as taking, “appropriate action to curb the behavior, including submission of tracebacks, termination of the customer relationship and referrals to law enforcement...and to the extent a Verizon retail customer’s traffic has characteristics consistent with illegal robocalling, Verizon analysts and attorneys who are experts in the Telephone Consumer Protection Act and other anti-robocalling laws review the traffic to ascertain if it may potentially be illegal and take action accordingly.”

Best Buy Health does not rely on any other third-party providers for call analytics.

Best Buy Health’s agreement with its customers prohibits the use of our services for commercial purposes, resale, or in a way that disproportionately imposes a large load on our infrastructure. This agreement also allows Best Buy Health to terminate or suspend services for the following reasons: (1) conduct that we believe violates this agreement; (2) excessive or unusual patterns that we, in our discretion, think may be fraudulent or abusive; (3) misuse or abuse of services; (4) resell of our services either alone or as part of any other goods or services; (5) interference with our operations; and (6) any use of the device or services deemed to be harmful to, interferes with, or negatively affects our network, other customers, or the network of any other providers. Best Buy Health customer terms requires that all customers comply with U.S. or other applicable law, including a prohibition for any activity that uses the Services for illegal purposes. Our terms and conditions further prohibit customers from any actions that impose an unreasonable or disproportionately large load on the infrastructure, which could be associated with robocaller activity. Best Buy Health customer terms allows Best Buy Health to limit, suspend, or terminate services to for violation of the agreement terms, including excessive use that may be considered fraudulent, or any other good cause, as determined by Best Buy Health.

Best Buy Health will respond fully and in a timely manner to all traceback requests from the Commission, law enforcement, and the industry traceback consortium, and will cooperate with such entities in investigating and stopping any robocallers that use our network. Best Buy Health reserves the right to modify and/or supplement this Robocall Mitigation Plan to adapt to risks and to improve the overall effectiveness of the program.