
Please read these StandUP Wireless ("StandUP") Lifeline Program Terms and Conditions of Service carefully. StandUP is a service of Global Connection Inc. of America ("GLOBAL"). (StandUP and GLOBAL may be used interchangeably herein of which shall have the same application.)

These StandUP MyPay Prepaid Plans Terms and Conditions of Service are a legally binding agreement between You and GLOBAL and become effective upon activation of a StandUP MyPay Prepaid phone and / or through your use of Your StandUP MyPay Prepaid phone after you make a change to Your account.

These terms and conditions contain important information about Your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial. GLOBAL reserves the right to change or modify any of these Standup Lifeline Program Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these StandUP Lifeline Program Terms and Conditions of Service will be binding upon You once posted on the StandUP website at www.StandUPWireless.com. You should check the StandUP website regularly for updates to these terms and conditions.

This Agreement set forth the terms and conditions under which Global Connection Inc. of America, dba StandUP Wireless, or any affiliated Company of Global Connection Inc. of America will provide you with personal communication services including voice, SMS and / or data depending upon your applicable plan. By enrolling in the Standup Program (the "Standup Program") and by using the StandUP Service (the "Standup Wireless Service" or "StandUP Service"), You ("You"), the participant, acknowledge and agree to the following terms and conditions:

WHEN YOU START SERVICE OR USE THE SERVICE AS DETERMINED AT THE DISCRETION OF STANDUP WIRELESS, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND ITS UNDERLYING CONDITIONS OF SERVICE. IN ADDITION, EACH TIME YOU PAY FOR SERVICE, YOU ARE RE---CONFIRMING YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT START SERVICE OR USE THE SERVICE AND RETURN YOUR WIRELESS DEVICE, UNUSED AND WITH THE ORIGINAL RECEIPT AND ALL PACKAGING AND ACCESSORIES, TO THE STORE WHERE PURCHASED WITHIN THE RETURN PERIOD.

1. STANDUP MYPAY PREPAID PLANS INTRODUCTION

The StandUP MyPay Prepaid Plans are designed to provide prepaid wireless phone service to include personal communication, wireless voice, SMS and / or data services in accordance with the terms and conditions set forth herein. StandUP MyPay Prepaid Plans are NOT subsidized or Lifeline Program Plans, although consumers eligible to receive Lifeline Benefits may enroll and upon eligibility determination may receive a discount from their monthly plans in accordance with the Terms and Conditions of the Lifeline Program plans and all FCC and USAC rules and regulations. Any consumer interested in learning more about the Lifeline Program, should review the Terms and Conditions for such service as can be found at:

http://standupwireless.com/PDF/StandUP_Terms_And_Conditions_of_Service.pdf

Nature of our Service. Our rate plans, devices, services, and features are not for resale and are intended for personal consumer, reasonable and non---continuous use by a person using a device on StandUP's networks. Any

use of service by a consumer extending beyond the Nature of our Service will be subject to immediate disconnection.

2. ACTIVATION AND USE OF YOUR STANDUPPHONE

Upon enrollment in the StandUP MyPay Prepaid Plan, You will purchase a StandUP phone. You must accept the StandUP telephone number assigned to Your StandUP phone at the time of activation and You will acquire no proprietary interest in any number assigned to You. The number assigned to Your StandUP phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of Your phone. You may not select a number to be assigned to Your StandUP phone. Your StandUP phone can only be used through GLOBAL, and cannot be activated with any other wireless or cellular service. StandUP offers new and / or refurbished phone models with varying features. StandUP cannot guarantee availability of a specific phone model inventory. StandUP Services are provided at GLOBAL'S discretion. Some functions and features referenced in the Manufacturer's manual may not be available on Your StandUP handset; however, all StandUP devices are 911 compliant. GLOBAL may modify or cancel any StandUP Service or take corrective action at any time without prior notice and for any reason, including but not limited to Your violation of these terms and conditions of service. You must activate the phone per the instructions supplied. StandUP did not manufacture your wireless device and is not responsible for any defects or for the acts or omissions of the manufacturer.

Scope of Service. StandUP reserves the right to manage our wireless systems and the use of our Services. As a result, we may deny a request for Service from any customer or potential customer or discontinue a customer's service for any lawful reason. We may block access to a number and/or certain categories of numbers (for example, 976 and 900 numbers), certain websites, or certain messages, including text, video, photo, and audio messages, in our sole discretion and to the extent legally permitted. In addition, calls placed to services that, in our sole discretion, are designed to facilitate traffic stimulation, including but not limited to chat line facilities, free conference calling services, call center operations and help desk provisioning, are not included in our calling plans. If you would like to place calls to services of this nature, we may offer an add-on calling feature for an additional monthly fee.

Services are generally available within the operating range of our wireless system in your service area. Your service area is the area depicted in the coverage brochure you received with this Agreement or that is posted on our official website http://www.standupwireless.com/coverage_map and may change from time to time. Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including but not limited to network capacity, location, nearby buildings (and other structures), your wireless device, terrain and weather. Outages and interruptions in Service may occur, and speed of service may vary based on such factors. You agree we are not liable for problems relating to Service availability or quality. Except for 911 calls you will not be able to use your wireless device outside of StandUP's service area for any calls (including local and long distance) or any other service features.

Any statements by StandUP, its employees, representatives, or agents about the coverage of our wireless system are only intended to describe StandUP's approximate coverage in your service area. You should not interpret any such statement to mean that Service will be available under all circumstances, at all times, or without interruption in your service area.

YOU AGREE TO HOLD STANDUP, ITS EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS OR ACTIONS (INCLUDING ACTIONS BY THIRD PARTIES OR THOSE WHO USE YOUR PHONE) ARISING OUT

OF YOUR OR ANOTHER PERSON'S USE OR ATTEMPTED USE OF THE SERVICE.

You may download content and/or applications (collectively "Applications") to your wireless device. By downloading and/or using certain Applications you also agree to the end user license agreement that applies to such Application. You agree to HOLD STANDUP, ITS EMPLOYEES AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS OR ACTIONS (INCLUDING ACTIONS BY THIRD PARTIES OR THOSE WHO USE YOUR PHONE) ARISING OUT OF YOUR OR ANOTHER PERSON'S DOWNLOADING OR DOWNLOADING ATTEMPT OF CONTENT OR APPLICATIONS TO YOUR PHONE.

3. MONTHLY SERVICE PERIOD

Monthly Service Period: The period in which usage of Your service is authorized lasts for a period of thirty (30) days beginning on (i) the date payment was received and Your StandUP account became active; or (ii) the receipt of the monthly allotment of StandUP plan airtime minutes; (whichever can be conclusively determined by Standup at its sole discretion) and concluding on Your Monthly Service End Date. Plan airtime minutes and SMS text messages will be added to your account on the first day of each Service Period.

4. AIRTIME RATES, FEES, USAGE AND INCLUDED MONTHLY MINUTES AND SMS TEXT MESSAGING

While You are enrolled in the StandUP Program, and your timely payment is received, You will receive a monthly allotment of airtime minutes and SMS text messages and / or data services based on the Plan that You select. Airtime minutes and text messages and / or data services will be added on the first day of your Monthly Service Period. StandUP airtime is issued in minute increments. Minutes are deducted from the StandUP phone at a rate of one (1) minute per minute or partial minute of use. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Partial minutes of use are rounded up to the next whole minute. There is no additional charge for nationwide long distance. The MyPay Prepaid Plans provide a predetermined number of minutes and text messages. The Plans that are currently available are as follows: (Not all plans are offered in all States):

	PLAN DESCRIPTION ¹	VOICE	TEXT	DATA (MB)	Voicemail Caller ID Call Waiting	Nationwide Long Distance Included	Retail Price ²
1	My Pay 500 Basic	500	100	50	Yes	Yes	\$12.75
2	My Pay 500 Data	500	1:1*	500	Yes	Yes	\$22.50
3	My Pay 500 Premium	500	2000	100	Yes	Yes	\$24.95
4	My Pay Unlimited ³	Unlimited	Unlimited	500	Yes	Yes	\$39.95

¹ Plan availability depends upon your state of residence. Not all plans are available in all states. Visit www.StandUPwireless.com or call 1---800---544---4441.

² Plus taxes and surcharges

³ MyPay Unlimited Plan airtime minutes are provided solely for the personal use of the StandUP Program participants. As such, excessive usage may be deemed to be outside of this scope and subject to suspension. The typical unlimited wireless customer will use approximately 2000 minutes or less, monthly. StandUP Program participants exceeding this standard may be subject to downgrade from the MyPay Unlimited Plan to an alternate plan.

Fees	Pricing
Call detail records	\$5.00 + tax (fax/email) \$10.00 + tax (US mail)
Voluntary mobile number change	\$10.00 + tax
Activation Fee	\$10.00 + tax
Reconnect Fee	\$10.00 + tax

5. Plan Usage Terms

Airtime minutes will be deducted for all time during which Your StandUP phone is connected to, or using, the wireless system. Use of a wireless system typically begins when You press the "send," "call" or other key to initiate or answer a call and does not end until You press the "end" key or the call is otherwise terminated and such call becomes terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers, 411, and to access Your voice mail. For simultaneous calls, such as incoming call waiting and 3---way calling (where available) airtime minutes will be deducted for each call. Airtime minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no airtime remaining. For outbound calls, You may be charged airtime for incomplete and/or busy---no answer calls.

Customer Care can be reached from your StandUP phone by dialing 611. Airtime is not deducted by contacting customer care via your StandUP Wireless phone by calling 611. Calls to other StandUP numbers, including local and toll free numbers, will utilize your available airtime minutes. SMS Text messages will be deducted for each SMS message sent by and received by Your StandUP phone regardless of the origin or destination of the text message and regardless of whether the recipient received the message in the case of messages originating from Your StandUP handset. Occasionally, StandUP may send SMS messages to Your handset, including but not limited to payment reminders and special offers. All messages sent to Your handset by StandUP will not deduct from Your message pool. No credit or refund is given for dropped calls or undelivered text messages. You will not be able to make / receive calls or send / receive SMS text messages when You are located outside of the 50 United States or outside the StandUP coverage area. Plan minutes and text, including roll over will be utilized prior to any purchased airtime credits.

6. Plan Overages

With the exception of 911 and 611 calls, voice calls will not be able to be made or received once Your pool of available airtime minutes falls below three (3) minutes. Should Your pool of minutes be exhausted while on a current voice call, StandUP may at its sole discretion terminate the call. From time to time, StandUP may allow, at

its sole discretion, the call to continue, deducting any overage minutes from Your upcoming Monthly Service Period pool allocation. Similarly, SMS text messages will not be able to be sent or received once Your pool of available SMS text messages has been exhausted or once your available airtime minutes falls below three (3). If, in any given billing period, You should exceed Your total available SMS messages, STANDUP may at its sole discretion deduct any overage SMS text messages from Your upcoming Monthly Service Period pool allocation.

If You exhaust Your available airtime minutes, SMS text messages or both during Your billing period You may purchase and add additional credits for use in both voice calls and SMS text messages. Please see ADDING AIRTIME CREDITS below for guidelines regarding adding additional airtime credits to Your StandUP phone.

7. Rate Plan.

We determine what types of Service and rate plans or service packages (collectively "Rate Plans") we offer to you. We may offer different Services and different Rate Plan(s) to different people and entities, in different geographic locations at different times. Services offered under some Rate Plans may be more limited than those offered under other Rate Plans. The Services and Rate Plan you select determine the charges and fees you have to pay for Services. The Rate Plan you select will be your Rate Plan until that Rate Plan is modified, you switch to a different Rate Plan (if we offer other Rate Plans to you), you cancel your Service, or your Service is terminated. If we make more than one Rate Plan available to you, you may change to another Rate Plan, but you may be required to pay us a Rate Plan change fee or other fee(s). Rate plan changes may not be effective immediately. **ALTHOUGH YOUR RATE PLAN, FEATURE AND PROMOTION DESCRIPTIONS MAY BE PROVIDED IN SEPARATE DOCUMENTS, THEY ARE PART OF THIS AGREEMENT.**

If you take advantage of certain promotions or rebate offers (instant or otherwise), you may be required to select a particular Rate Plan or Service(s) for a certain period of time, or payment options to be eligible. Alternatively, you may be required to reimburse StandUP for such promotional offers if you fail to meet the commitments or restrictions applicable to such offers. StandUP may elect to collect the promotional or rebate benefit in any legal manner it elects.

8. Changes to Agreement or Rate Plan.

We may change this Agreement, your Rate Plan, any fee for prepaid service, upgrade, enhancement, Regulatory Recovery Fee (see paragraph 20 below) and any applicable surcharge, tariff and tax at any time. Any changes to this Agreement are effective when we publish the revised terms and conditions or otherwise give you notice of such changes.

9. Promotional Offers

StandUP reserves the right to offer promotions, or discounts applicable to the terms of service to existing and / or new consumers at any time and modify, change or cancel such offers from time to time, without notice. We reserve the right to cancel offers early or extend offers without notice. Offers may not be available everywhere or combinable with other promotions/options. Our services may only work with our phones--- not all services are

available with all phones, on all networks or within all coverage areas. Monthly service charges are non-refundable even if service is terminated or modified before your billing cycle ends.

10. Use of Services and Equipment

Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. StandUP service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. This service may not be used in a manner that interferes with other StandUP customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other StandUP customers. A typical usage of this type suggests that a mobile phone is being used for other than personal usage and in violation of the StandUP Terms of Service. Services are strictly for live dialog between individuals. Services may not be used for monitoring services, data transmissions or other connections that do not consist of live dialog between three (call waiting) or less individuals. MyPay Unlimited service is not intended to be used for high volume business applications. Services are available within the operating range of the StandUP Coverage Area. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your StandUP phone will not accept the services of any wireless provider other than StandUP.

11. Plan Selection and Changes

New StandUP MyPay customers must choose a plan upon enrollment. Customer payments must be made directly to StandUP during enrollment with cash or a valid credit or prepaid debit card. To learn which types of cards are acceptable for enrollment in Auto Pay, please contact StandUP. Existing StandUP customers who wish to switch plans may do so at www.StandUPWireless.com or by calling 1---800---544---4441 or 611 from your StandUP phone.

Existing customers cannot change plans for the current Monthly Service Period however customers may request changes for subsequent Monthly Service Periods. Requests to change plans must be done and any payment received by StandUP two (2) days prior to the Service End Date. Account changes and / or payment(s) received less than two

(2) days prior Service End Date will be applied to the Monthly Service Period subsequent to the immediately upcoming Monthly Service Period. All plan payments are final and non-refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge. StandUP will not provide refunds for unused airtime minutes or SMS messages.

12. Plan Payment Terms

StandUP MyPay customers must make payment for their upcoming Monthly Service Period at least one (1) day prior Service End Date. If timely payment is not received Your account will be suspended thirty two (32) days after the start of your Monthly Service Period, and it will be disconnected after sixty one (61) days. Disconnected accounts forfeit their mobile phone number.

Your payment will be considered late if we do not receive it before the first day of the Monthly Service Period for which the payment is due. If you do not make all payments when they are due, you will be in default under this Agreement, and we will be entitled to exercise any rights we may have under this Agreement, including the

suspension or termination of Service to you. If we accept a late or partial payment, even if you mark the payment "paid in full", we do not waive our rights to suspend or terminate your Service or any other rights we may have. If your Service is terminated and you promptly pay amounts that are overdue, we may, in our sole discretion, reinstate/reconnect your Service after you have paid any applicable reconnection/reinstatement fees. If we have to take action beyond billing you in order to collect payment, you will be required to pay our reasonable costs and expenses of collection, including attorney's fees, court costs, and the fees of any collection agency to the extent permitted by law. If we bill and collect amounts for any third party service provider, we will allocate payments we receive from you first to amounts due to StandUP. We will then allocate any remaining payment to amounts due to such third party service providers. You have the right to dispute charges on your bill, but you must notify us of the dispute within sixty (60) days after the billing date or you waive any claim you may have had. Even if you have a dispute with us, you have to pay all charges on time until the dispute is resolved.

AMOUNTS PAID FOR SERVICE CHARGES ARE NON---REFUNDABLE. IF YOUR SERVICE IS TERMINATED FOR ANY REASON, THE VALUE IN YOUR ACCOUNT IS FORFEITED AND YOU WILL NOT BE ENTITLED TO RECEIVE ANY REFUND.

13. Refunds

All plan payments are final and non---refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge. StandUP will not provide refunds for unused airtime minutes or SMS messages.

14. Returns

StandUP allows returns of [phones](#) within 30 days of the ship date or date of sale. Phones must be returned in 'like new' condition along with the charger and all accessories. Phones that are returned in damaged or water---damaged condition will not be accepted and will not be returned to the consumer. Phones returned to StandUP will be inspected for damage. Provided the phone is returned in accordance with these terms and conditions, a refund for the cost of the device, plus any taxes will be refunded to the consumer within 30 days of receipt of the returned device, less a return processing fee not to exceed 15% of the cost of the device.

To return a phone follow the instructions below.

1. Pack the phone and include accessories (charger, battery, instructions, etc.) in its original box and shipping carton.
2. Packages must be received within 30 days of the shipment date of the phone to you. Please be sure to ship your package within the appropriate timeframe.
3. Ship the package to:

StandUP Wireless
P.O. Box 47747
Atlanta, GA 30362

15. Standard Rate per Minute:

The standard rate per minute of airtime varies depending upon the MyPay Rate plan that you choose. The rate per minute of airtime will be the rate that is used in calculating depletion of minutes due to use of fee based services including, but not limited to directory assistance.

16. TEXT MESSAGING AND DATASERVICES

All plans include allocations for SMS Text Messages. For Unit based plans: One (1) SMS Text message is calculated at One (1) Unit. Each message is limited to 160 characters in length. You may use Your monthly allotment of SMS Text Messages to send and/or receive text messages. Text messages sent to You by StandUP are free of charge. If You have exhausted Your monthly allotment of text messages, You will need to purchase and redeem additional airtime credits in order to continue to send text messages and open incoming text. Please see ADDING AIRTIME CREDITS below for guidelines regarding adding additional text messages to Your StandUP phone. StandUP does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the StandUP Program.

Premium SMS: Please note that StandUP does not generally participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated "short code" or buying or attempting to buy SMS services from anyone other than StandUP. Premium SMS campaigns include activities such as casting a vote, expressing Your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it is a StandUP authorized campaign. Any text message You send to a "short code" will in all likelihood not be delivered. Any charges You may incur as a result of any attempts to participate in Premium SMS services or campaigns not authorized by StandUP are not refundable whether You incur charges as deductions from Your StandUP phone or from Your credit card.

17. ADDITIONAL SERVICES

Directory Assistance: Directory Assistance is available by dialing 411. The cost for directory assistance is \$1.25 per call plus standard airtime rates.

Voicemail: Voicemail is included with all StandUP Program plans. Customers may access voicemail directly through their handset or from any other telephone. Standard usage rates apply when accessing voicemail from Your StandUP handset.

Three Way Calling: Customers may originate three way calls per the manual instruction of their specific handset. Airtime minutes are deducted for each leg of the three way call.

Call Waiting: All StandUP subscribers receive call waiting. Standard usage rates apply for all simultaneous calls received through call waiting.

Caller ID: Depending upon Your handset, Your phone may be enabled with Caller ID allowing You to view the origin number and/or name of the current caller. There are no additional charges associated with this service.

Call Forwarding: Call Forwarding is currently not available for StandUP customers

18. INTERNATIONAL CALLING

International calling is currently not available to StandUP customers, although it may be offered at some time in the future.

19. ADDING AIRTIME CREDITS FOR ADDITIONAL MINUTES AND SMS TEXTMESSAGES

Customers on all plans may add additional Airtime Credits. These Credits may be used for minutes and SMS Messages. Credits may be purchased by calling 1---800---544---4441 or 611 from your StandUP phone or at www.StandUPWireless.com. Credits may also be purchased at any authorized StandUP payment center or StandUP Retail Store. All Airtime Credits purchased from StandUP, direct or through a third---party retailer, will expire ninety (90) days from date of purchase. Airtime Credits may be purchased in multiple denominations and customer may be subject to surcharge depending upon method of payment. All Airtime Credit sales are final and non---refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge. StandUP will not provide refunds for unused credits. Purchased airtime credits will be utilized after any available plan minutes or messages have been exhausted. Customers are responsible for paying any transaction fees and taxes that may be incurred in purchasing Airtime Credits, including but not limited to fees incurred for using proprietary payment networks such as MoneyGram or Ace CashExpress.

Promotional Airtime Credits:

From time to time, StandUP may provide bonus Airtime Credits on credits purchased directly or through a third party. Additionally, StandUP may provide promotional credits for other activities including but not limited to referral rewards, on---time payment bonuses, etc. Any such bonus credits are not to be construed as an increase in Your plan minutes or text messages and will expire ninety (90) days upon issuance.

Airtime Credits Rate Schedule and Usage Parameters

The following table illustrates the rate schedule for purchasing additional Airtime Credits. Rates and denominations are subject to change and current guidelines will be posted at www.StandUPWireless.com.

Direct Payment Retail Price	Total Credits Provided	Credits per Nationwide Call Minute	Credits per SMS Text Message
\$5	200	1	1
\$10	450	1	1
\$20	1000	1	1
\$30	1500	1	1
\$50	2500	1	1

MoneyGram	Total Credits Provided	Credits per Nationwide Call Minute	Credits per SMS Text Message
\$8.95	60	1	1
\$13.95	125	1	1
\$23.95	300	1	1
\$33.95	550	1	1
\$53.95	1050	1	1

Ace Cash Express	Total Credits Provided	Credits per Nationwide Call Minute	Credits per SMS Text Message
\$7.00	50	1	1
\$12.00	125	1	1
\$22.00	250	1	1
\$32.00	500	1	1
\$53.00	1000	1	1

Airfair	Total Credits Provided	Credits per Nationwide Call Minute	Credits per SMS Text Message
\$5.00	50	1	1
\$10.00	125	1	1
\$20.00	250	1	1
\$30.00	500	1	1
\$50.00	1000	1	1

20. TAXES/SURCHARGES

Stated prices for our service options do not include certain taxes or surcharges. StandUP charges all applicable, federal, state and local taxes, fees and / or surcharges. The amount of these surcharges is subject to change and may vary from time to time and by geographic area. StandUP collects sales taxes on all direct transactions and, as applicable, regulatory fees. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for transactions that occur through such third party retailers. Taxes and fees are subject to change without notice.

21. BILLING

StandUP customers may request a copy of their paper bill by submitting such request in writing to:

StandUP Wireless
P.O. Box 47747
Atlanta, GA 30362

Please allow 2 weeks for delivery.

22. Account Activity, Credit Verification and Release of Information.

This Agreement shall be contingent upon our verification and approval of certain information about you, including

billing information; we reserve the right to deny or limit the provision of Service on the basis of any information that we gather. We may take any action permitted by law that we believe is necessary to verify your identity, address, age, account activity or credit, and we may take that action at any time. By your acceptance of these Terms and Conditions, you affirmatively agree to and acknowledge that we may take these actions at any time. We may require that you provide us with additional or updated information we reasonably need to determine if you qualify for Service, to manage the Service, or to determine if you are using the Service in accordance with this Agreement. If you do not provide us the information we request within the time period that we specify, we may choose not to start Service to you, or, if you are an existing customer, we may suspend or terminate Service to you. You warrant and represent that all information furnished to us by you is current, complete, accurate and true as of the time you provide it, and you will update it as necessary to keep it complete, accurate, and true. We may share information we gather about you as provided elsewhere in this Agreement and in our Privacy Policy which is available at our official website (www.myStandUP.com).

23. OUR RIGHT TO TERMINATE YOUR STANDUPSERVICE

You also agree Your StandUP Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE---ENROLL YOU FROM THE STANDUP PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) allow anyone to tamper with Your StandUP Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify Your device from its manufacturer's specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end Your service for any other operational or governmental reason. In addition to permanently terminating Your Service, criminal offenses (i.e., selling or giving away Your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

24. UNAUTHORIZED USAGE; TAMPERING

The StandUP handset is provided exclusively for use by You, the end consumer with the StandUP Service available solely within the Continental United States, Puerto Rico, Hawaii, Guam and the U.S. Virgin Islands. (StandUP is not designated in all States or Territories, See www.StandUPwireless.com for more information). Any other use of Your StandUP handset, including without limitation, any resale, unlocking and/or re---flashing of the handset is unauthorized and constitutes a violation of Your agreement with GLOBAL. You agree not to unlock, re---flash, tamper with or alter Your StandUP phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of Your StandUP phone or the Service, or assist others in such acts, or to sell and/or export StandUP handsets outside of the United States. These acts violate GLOBAL's rights and state and federal laws. Improper, illegal or unauthorized use of Your StandUP phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against You. GLOBAL will prosecute violators to the full extent of the law.

Some StandUP handsets may have SIM cards. If Your StandUP phone has a SIM card, then You agree to safeguard Your SIM card and not to allow any unauthorized person to use Your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse---engineer or otherwise circumvent

or reproduce the encoded information stored on, or the encryption mechanisms of, Your SIM card. You may not remove Your SIM Card from Your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of Your service and de---enrollment from the StandUP Program. The Carriers, GLOBAL, or its service providers, may, from time to time, remotely update or change the encoded information on Your SIM card. Your Standup phone is restricted from operating when You are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by GLOBAL for which Your service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, You will not be entitled to receive any refunds for unused airtime.

25. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. 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. At anytime, GLOBAL reserves the right to substitute and/or replace any StandUP equipment (including handsets) with other StandUP equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular StandUP handset may not be available on Your phone. GLOBAL does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither GLOBAL, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, You should not use Your StandUP phone outside during a lightning storm. You should also unplug the StandUP phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

26. WARRANTY EXCHANGE AND LOST OR STOLEN PHONE POLICY

Warranty Exchange Policy: StandUP customers shall have up to ninety (90) days from the activation date of their phone to return any defective phone to StandUP. StandUP will exchange a defective phone for a similar new or refurbished phone, at StandUP's discretion, during this period of time only. For a defective phone replacement, call StandUP Technical Customer Care at 1---800---544---4441 or 611 from your StandUP phone.

Exclusions and Conditions: This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Your limited warranty excludes all direct, indirect, incidental and/or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You. This limited warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

Device Purchasing:

Customers can purchase additional refurbished / new / upgraded devices from StandUP at prevailing rates. Call Customer Care at 1---800---544---4441 or 611 from your StandUP phone, go to www.standupwireless.com, or visit a StandUP retail location for a current list of device options and prices.

27. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU RECEIVE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR---FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

Lost or Stolen Phone Policy: For any lost or stolen Standup phone, customers should contact Standup at 1---800---544---4441 immediately to suspend the account. Customer is responsible for all usage, authorized or unauthorized that occurred between the time phone was lost and when it was reported to StandUP. The customer is responsible for all costs associated with replacement of the phone.

28. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS

Any hearing, visual or speech impaired persons interested in applying for a specially equipped StandUP must call Standup at 1---800---544---4441 or 611 from your Standup phone and specify the need(s) to an agent and StandUP will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

29. EMERGENCY CALLS

Standup customers have access to 911. Occasionally, however, 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.

30. LIMITATION OF LIABILITY

StandUP and GLOBAL are not liable to You for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost 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. StandUP and GLOBAL will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When Your StandUP phone is returned to StandUP for any reason, StandUP is not responsible and shall not be liable to You or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads You may have stored on Your phone or which may remain on Your phone.

31. INDEMINIFICATION

You agree to indemnify and hold harmless StandUP and GLOBAL from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from Your use of a StandUP phone and/or use of the StandUP Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

32. BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR STANDUP PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF STANDUP AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of Your relationship with StandUP, arising out of or relating to the Standup Service or any equipment used in connection with the Standup Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Standup from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of Your Standup phone, its software, the Standup Service and/or PIN numbers, in state or federal court. References to You and Standup include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Standup by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. The AAA Rules are available by calling the AAA at 1---800--778---7879. You and Standup agree that use of the Standup Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Standup agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, You agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between You and Standup in accordance with the Wireless Industry Arbitration (WIA) Rules, except that Standup will reimburse You for the amount of the filing fee in the event You prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, You waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Standup and You agree otherwise, the location of any arbitration shall be Atlanta, GA. Except where prohibited by law, Standup and You agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither You nor Standup shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction.

This Agreement shall be construed under the laws of Georgia, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where You reside, or where You use or pay for the Services.

33. PRIVACY POLICY

To view the Standup Privacy Policy please refer to the Standup website found at http://www.standupwireless.com/privacy_policy

34. Notices and Contact.

StandUP reserves the right to provide notice to you by telephone, short message service, multimedia message service, instant message or voicemail service to the extent permitted by applicable law. Any such notice will be treated as provided to you when left with you, on your phone, or on your answering/voicemail service. Any notice that StandUP mails to you will be deemed provided to you, to the extent permitted by applicable law, when StandUP deposits the notice into the United States mail addressed to you at your last known address as shown in our billing records. You must notify us of any address changes. Failure to notify us of a change in your address constitutes a breach of this Agreement and possible grounds for suspension or termination of your Service. Your notice to us shall be deemed given when received at:

StandUP Wireless
P.O. Box 47747
Atlanta, GA 30362

and must include your name, billing address and StandUP telephone number.

StandUP may provide a telephone number to its customers as a means to contact StandUP. StandUP may limit or prohibit your access to that number if StandUP deems it necessary to prevent abuse of the customer service phone lines that may cause delayed response to calls, prevent calls from reaching StandUP, cause problems with the system, or otherwise damage StandUP or its customers.

35. CPNI.

In providing service to you, StandUP will receive information classified as "customer proprietary network information" ("CPNI") under federal law that is considered confidential, such as information regarding your usage of the service, the technical configuration of such service, the destination of telephone calls you make and the type of services you purchase. StandUP may use this information for certain purposes without further disclosure or consent, including the following: to provide you Service; to market service offerings to you related to the Services you purchase; or to protect you, other StandUP users, StandUP and other carriers from fraud, abuse or unlawful use of its service. StandUP reserves the right to communicate with you by using prerecorded messages that are informational or promotional in nature. StandUP also may share such information with its affiliates, joint venture partners and third---party agents for the limited purpose of making available to you communications---related offers and information that may be of interest to you. However, you have the right under federal law to request StandUP not to disclose your confidential information for this purpose, and StandUP has the duty to honor any such request.

You may "opt out" of disclosure of your CPNI to StandUP affiliates, joint venture partners and third--- party agents for this purpose by contacting us at 1---800---544---4441. Opting---out will not affect StandUPs' provision of service to you. Additional provisions regarding our use of CPNI and other subscriber information is set forth in our Privacy Policy, available at our official website (www.StandUPwireless.com), which we incorporate herein by reference.

36. Choice of Law and Severability.

This Agreement shall be interpreted under (1) the laws of the state in which you are a subscriber, (2) applicable federal laws, and (3) applicable tariffs. If your StandUP service area is located in more than one state, the law of the state in which the majority of the service area is located shall be used for interpreting this Agreement.

If any provision in this Agreement is declared to be invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

37. General Provisions Regarding This Agreement.

If we waive any portion of this Agreement, the waiver will not be treated as a waiver by us of any other provision of this Agreement, or a waiver of our right to enforce the portion we have waived for any violation that occurs later. Section headings in this Agreement are for descriptive purposes only and will not be used in interpreting the legal effect of this Agreement. You may not transfer or assign all or any part of Your rights and obligations under this Agreement, or Your Service, without our prior written approval. The benefits conferred pursuant to this Agreement are intended solely for you and StandUP and there are no third party beneficiaries to this Agreement. StandUP may transfer or assign its rights and obligations under this Agreement in whole or in part without giving You notice or obtaining consent from You. Upon its transfer or assignment of this Agreement, StandUP shall be released from all liability with respect to this Agreement. This Agreement is not for the benefit of any third parties except our parent and subsidiary corporations and any person or entity to whom we transfer or assign this Agreement. If there is any inconsistency or difference of interpretation between the English version and an alternate language version the English version shall control.