

Please read these StandUP Wireless (“StandUP”) Lifeline Program Terms and Conditions of Service carefully. StandUP Wireless is a service of Global Connection Inc. of America (“GLOBAL”). (StandUP and GLOBAL may be used interchangeably herein of which shall have the same implication). These StandUP Lifeline Program Terms and Conditions of Service are a legally binding agreement between you and StandUP and become effective upon activation of a StandUP Lifeline phone or using your StandUP Lifeline 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.

By enrolling in the StandUP Lifeline Program (the “StandUP Lifeline Program” or “StandUP Program”) and by using the StandUP Service (the “StandUP Wireless Service” or “StandUP Service”), you, the participant, acknowledge and agree to the following terms and conditions:

1. STANDUP LIFELINE PROGRAM INTRODUCTION

The StandUP Lifeline Program is designed to provide subsidized wireless phone service to qualified low income consumers and is funded, in part, by the Universal Service Fund Lifeline program, administered by the Universal Service Administrative Company. To qualify for enrollment in the StandUP Program, a person must meet certain eligibility requirements. These requirements are based on a person's participation in a federal support program(s) or by meeting certain income requirements based upon the Federal Poverty Guidelines as defined by the U.S. Government. This discount is received each month the customer maintains service and eligibility within the StandUP Wireless Lifeline Program.

Federal law limits the availability of the StandUP Program to **one (1)** enrollment per “household”. A household is defined, for the purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Applicants for the StandUP Lifeline Program must complete an certification form and provide supporting documentation that they meet the eligibility requirements certifying under penalty of perjury, that:

A. You meet the income-based or program based criteria for receiving Lifeline (See Table 1)

Proof of eligibility is required and only eligible customers may enroll. Proof may consist of eligible program card or statement of benefits. Where and when required, you may be required to provide additional documentation to verify your eligibility. You will notify StandUP within thirty (30) days, if for any reason you no longer satisfy the criteria for receiving Lifeline. If you move to a new address, you will notify us within 30 days and provide us with the new address.

B. You further certify and acknowledge understanding that:

- (1) Lifeline is a Federal Program; Lifeline is a government assistance program.
- (2) Lifeline is a non-transferrable benefit and you may not transfer your benefit to any other person, at any time, including another eligible consumer.

(3) Only one Lifeline service is available per household. A Household is defined as any individual or group of individuals who are living together at the same address as one economic unit, where an economic unit consists of all adult individuals contributing to and sharing in the income and expenses of a household. A violation of the one-per-household limitation constitutes a violation of the Federal Communication Commission’s rules and will result in your de-enrollment from the program and could result in criminal prosecution by the United States Government. Your household is not permitted to receive multiple Lifeline benefits whether they be from one or multiple companies. This includes wireline and wireless services.

- C. You must activate your service.**
- D. You must use your phone to continue to receive service. Should you not use your service for 30 consecutive days, subject to a 15-day grace period where you are able to use your service, you will be de-enrolled. Usage consists of making an outbound call or text message, to any party, receiving an inbound call from any party other than GLOBAL or StandUP and our agents, using any portion of your data plan, purchasing additional minutes of usage, text units or data, and/or through affirmatively responding or acknowledging (in any manner) that you want to continue to receive service.**
- E. You will provide true and correct information, at all times, and to the best of your knowledge. You recognize that willingly and knowingly making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.**
- F. You will be required to recertify your continued eligibility for Lifeline at any time and a failure to recertify will result in de-enrollment and the termination of your Lifeline benefit.**
- G. Any violation of any requirement or regulation of the Lifeline program is considered a violation of Company policies, and/or Federal Lifeline regulations and may result in your de-enrollment, termination of your Lifeline benefit and is punishable by law.**
- H. You acknowledge and consent to StandUP providing and releasing your name, telephone number and address to the Universal Service Administrative Company (USAC, the administrators of the Lifeline Program) and/or its agents, for the purpose of verifying that you do not receive more than one Lifeline benefit as well as for the general administration of the program.**

Applicants who qualify and are enrolled in the StandUP Program will receive one (1) free cellular phone provided by StandUP with a free allotment of airtime minutes each month while the applicant remains and maintains eligibility in the Lifeline program. Qualified applicants may, at their discretion, choose plans with additional minutes. StandUP will determine at its sole discretion whether or not an applicant meets the eligibility requirements (as determined by USAC and / or State authorities) to participate in the StandUP Program. The monthly airtime minutes provided by the StandUP Program may vary from state-to-state as described in either this document or in StandUP tariff filings on file with your state Public Service Commission or Public Utility Commission or other agency administering the StandUP Program in your state. Please call StandUP at 1-800-544-4441 or 611 from your StandUP phone or visit our website at www.StandUPWireless.com for further information.

Upon enrollment in the StandUP Program, you will be qualified to participate while you remain and maintain your eligibility in the



Lifeline Program. You must verify on an annual basis (whereas such annual period is based upon StandUP's recertification procedure and is consistent with current FCC rules) that you remain qualified for continued enrollment in the StandUP Program as required by USAC and / or your State Public Service Commission, Public Utility Commission or other agency administering the StandUP Program in your State. If StandUP determines during its Recertification process, or at any other time, that a customer fails to continue to qualify for the StandUP Program, such customer will be notified and will be immediately deemed ineligible to participate in the StandUP Program, will be de-enrolled from the StandUP Program and will no longer receive the free or subsidized monthly minutes, unless the applicant can prove they are eligible. StandUP Customers must notify StandUP within thirty (30) days if they no longer qualify for the Lifeline benefit. A StandUP Program customer's enrollment may also be cancelled upon the request of a State and/or Federal authority.

StandUP reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's StandUP phone for fraud, misrepresentation or other misconduct as determined solely by StandUP. While participating in the StandUP Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or STANDUP Service provided to him/her by StandUP. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE STANDUP CELLULAR PHONE OR STANDUP SERVICE PROVIDED TO YOU BY STANDUP. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if GLOBAL determines, in its sole discretion, that a StandUP customer has violated these prohibitions, GLOBAL will permanently de-enroll the customer from the StandUP Program, their phone will be permanently deactivated and the customer's account information will be permanently flagged so that the customer may not re-enroll in the StandUP Program in the future. If you have any questions, concerns, comments, or complaints regarding the StandUP Program or Service, offerings or products, please call StandUP Customer Care at 1-800-544-4441 or 611 from your StandUP phone. You may also contact your State's Public Service Commission/Public Utility Commission.

1.A. LIFELINE ELIGIBILITY PROGRAMS

Applicants may qualify to participate in a Lifeline program with StandUP Wireless or Global through participation in a FCC Federally recognized program) or through low-income qualification. StandUP does not currently participate in offering Tribal Lifeline programs. Applicants seeking eligibility under a State Program, must reside and apply for service and eligibility in that respective State. Eligibility programs and low income criteria may change from time- to-time. Applicants should confirm eligibility criteria by contacting Stand Up at 1-800-544-4441. Qualifying programs (effective Dec 2, 2016) for the Lifeline Program are:

Supplemental Nutrition Assistance Program (SNAP)
Medicaid
Supplemental Security Income (SSI)
Federal Public Housing Assistance (FPHA)
Veteran's Pension or Survivor's Pension

Additionally, you may qualify if your household income is at or below 135% of the Federal Poverty Level.

1.B NATIONAL LIFELINE ACCOUNTABILITY DATABASE (NLAD)

Applicants who apply for lifeline benefits will be automatically submitted to the NLAD database upon enrollment in any state that requires the use of the NLAD database. Applicants name, address, date of birth, and last 4 digits of social security number will be

submitted to NLAD during the application process. Applicants address will be confirmed as valid. Applicants personal identify will be checked. Applicants will be screened to determine if they are already receiving a Lifeline benefit through another provider.

2. ACTIVATION AND USE OF YOUR STANDUP PHONE

Upon enrollment in the StandUP Program, you will receive a StandUP phone delivered to your home address noted in the application or if applied in person handed over after final approval process. 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. 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 will at its sole discretion provide a new or refurbished phone of model and features of StandUP's choosing. 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 E911 / 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. While remaining actively enrolled in a Lifeline program, you may not transfer, resell or lease Services or equipment to anyone, at any times and for any reason.

3. MONTHLY SERVICE PERIOD AND MONTHLY SERVICE END DATE

Monthly Service Period: The period in which usage of your service is authorized lasting for a period of one (1) month beginning on (i) the date your StandUP account became active; (ii) the date you placed or received the initial airtime transaction on your StandUP account; (iii) the receipt of the monthly allotment of StandUP plan airtime minutes; (iv) the purchase or addition of StandUP airtime minutes, or (v) the date you were determined to be eligible for the StandUP plan, 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.

Monthly Service End Date: The last day of your StandUP Monthly Service Period, occurring one (1) month from the start of your Monthly Service Period. An Airtime transaction can include, but is not limited to, per minute voice cellular call. Service End Date can be calculated from (i) the date your StandUP account became active; (ii) the date you placed or received the initial airtime transaction on your StandUP account; (iii) the receipt of the monthly allotment of StandUP plan airtime minutes; (iv) the purchase or addition of a StandUP airtime card, or (v) the date you were determined to be eligible for the StandUP Lifeline Plan, which ever can be conclusively determined by StandUP at its sole discretion.

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

While you are enrolled in the StandUP Program, you will receive a monthly allotment of airtime minutes and SMS text messages as provided for the StandUP Program approved in your state and the minute Plan that you select. Airtime minutes and text messages 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. There is no additional charge for nationwide



long distance. The StandUP Free Plans provides a predetermined number of free airtime minutes and text messages. StandUP offers additional plans allowing customers to increase their provided monthly airtime minutes and SMS text messages for a monthly fee.

Each plan offers different benefits, features, carryover options and pricing. The Plans that are currently available (except in California) are:

Plan Name ¹	Voice Minutes Included in Plan	SMS Messages Included in Plan	Data	Voicemail		Nationwide Long Distance Included	Cost per Month ²
				Caller ID	Call Waiting		
StandUP 500 Basic	500	100	50 MB	Yes	Yes	Yes	FREE
StandUP Data Plan	500	1:1*	500 MB	Yes	Yes	Yes	\$ 9.75
StandUP 500 Premium	500	2000	100 MB	Yes	Yes	Yes	\$12.20
StandUP Unlimited ³	Unlimited	Unlimited	500 MB	Yes	Yes	Yes	\$27.20

* 1 Text = 1 Minute

¹ Plan availability depends upon your state of residence. Visit www.StandUPWireless.com or call 1-800-544-4441.

² Stated pricing for our service options do not include applicable state, federal and local taxes and surcharges.

³ StandUP Unlimited Voice and Text Services: UNLIMITED DOES NOT MEAN UNREASONABLE USE. Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited services for conference calling or call forwarding exceeds 4000 minutes per month, STANDUP may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialogue between two individuals. If STANDUP finds that you are using an unlimited voice service offering for anything other than live dialogue between two individuals, STANDUP may at its option terminate your service or change your plan to one with no unlimited usage components. STANDUP will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. The Unlimited plans are deemed for usage within the U.S. only.

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 or other connections that do not consist of live dialog between three (call waiting) or less individuals. StandUP Unlimited service is not intended to be used for high volume business applications. While remaining actively enrolled in a Lifeline program, you may not transfer, resell or lease Services or equipment to anyone, at any times and for any reasons. 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.

Plan Selection and Changes: New StandUP customers must choose a plan upon enrollment. If the customer selects a Premium (non-FREE plan including StandUP 500 Premium, StandUP Data, or StandUP Unlimited), payment must be made directly to StandUP via enrollment with 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 to a Premium plan 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.

Plan Payment Terms: StandUP customers who select one of the Premium plans must make payment via Auto Pay enrollment for their upcoming Monthly Service Period two (2) days prior Service End Date. Customers who fail to make payment prior to the deadline will be automatically changed to the free StandUP 500 Basic Plan with 500 free airtime minutes, 100 free SMS text messages and 50 MB Free Data (or the State's equivalent where the StandUP 500 plan is not offered) for the subsequent Monthly Service Period.

Plan Usage Terms: Airtime minutes will be deducted for all time during which our 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, text, or data will be utilized prior to any purchased airtime credits or data.

Plan Overages: With the exception of 911 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 data during your billing period you may purchase and add additional credits for use in both voice calls and SMS text messages and data. Please see ADDING AIRTIME CREDITS below for guidelines regarding adding additional airtime credits to your StandUP phone.

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, SMS messages or data.

Standard Rate per Minute: The standard rate per minute of airtime is \$0.025. This 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.

5. TEXT MESSAGING AND DATA SERVICES

All plans include allocations for SMS Text Messages.: One (1) SMS Test message is calculated at One (1) Unit. Each message is limited to 160 characters in length. You may use your free 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 free 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 likely not go through. 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.

6. ADDITIONAL SERVICES

Directory Assistance: Directory Assistance is available by dialing 411. There is no cost for directory assistance but standard usage rates apply.

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

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.

7. INTERNATIONAL CALLING

International calling is currently not available to StandUP customers.

8. ADDING AIRTIME CREDITS FOR ADDITIONAL MINUTES AND SMS TEXT MESSAGES

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 MoneyGram

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

Additional Data Plans	Total Credits Provided
\$3.95	250 MB



\$7.95	500 MB
\$15.95	1 GB

9. 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.

10. BILLING

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

StandUP Wireless
P.O. Box 2148
Norcross, GA 30091

Please allow 4 weeks for delivery.

11. PROGRAM END DATE, DEACTIVATION, AND REACTIVATION

As a StandUP customer, you will receive monthly service for the duration of time that you remain eligible to receive Lifeline services through StandUP and commencing upon your enrollment and activation in the StandUP Program. You will be required to certify that you maintain eligibility in the Lifeline program on an annualized basis. If you fail to complete your annual verification within 30 days of the required verification date, you will be de-enrolled from the StandUP Program. Upon de-enrollment from the StandUP Program, you will cease receiving the free monthly allotment of airtime. If you are de-enrolled, your service will be deactivated. You may purchase airtime and service days to keep your phone service active. If you are de-enrolled from the StandUP your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number.

If your service is deactivated, you may reactivate your service by re-enrolling in the StandUP Program (if eligible) and/or purchasing StandUP airtime credits. Upon reactivation of your phone, you may be assigned a new telephone number. Any airtime remaining on your account at the time of deactivation will be reinstated if your phone is reactivated within 30 days from the deactivation date. If your phone remains inactive for more than 60 days, you will lose any remaining airtime.

If you have been de-enrolled from the StandUP Program but you wish to keep your service active, you must purchase and redeem additional airtime and service days before the "Service End Date" displayed on your phone. Customers not part of the StandUP Program need to refer to the StandUP non-Lifeline plans. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the StandUP Program or by purchasing and adding airtime credits before your Service End Date.

"No Usage" De-Enrollment and Deactivation: Regardless of the Program End Date, if You exceed 30 consecutive days without any Usage (as defined in this section), subject to a 15-day cure period in which you may use your service, you will be de-enrolled from the

StandUP Program. "Usage" is defined as any transaction including, but not limited to, making any outbound voice call or outbound SMS Text Message, receiving a call from any party other than StandUP or its representatives, using your data plan, acknowledging, or confirming to continue service and / or through purchasing adding airtime (voice or texts) or data.

12. OUR RIGHT TO TERMINATE YOUR STANDUP SERVICE

You agree not to give away, resell or offer to resell the StandUP Phone or Service provided by the StandUP Program. 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) allow anyone to tamper with your StandUP Phone; (c) threaten or commit violence against any of our employees or customer service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify your device from its manufacturer's specification; or (j) 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.

13. 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, unless authorized by GLOBAL. 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.

14. COVERAGE MAPS

You will find coverage maps on our website at www.StandUPWireless.com. These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. GLOBAL does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality, and availability. When Your StandUP phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use.

15. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

StandUP Wireless' California LifeLine service provides the following wireless service elements:

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

16. 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 new or refurbished phone, at StandUP 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 refurbished devices from StandUP at the prevailing rates. Call Customer Care at 1-800-544-4441 or 611 from your StandUP phone or visit a StandUP retail location for a current list of device options and prices.

17. 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, customer 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.

18. 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.

19. 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. If the mobile handset is the only phone in your home, residents will not have access to call 911 when the handset is removed from that location

20. 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.

21. INDEMINIFICATION

You agree to indemnify and hold harmless StandUP and GLOBAL from 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.

22. 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.

23. PRIVACY POLICY

To view the StandUP Privacy Policy please refer to the StandUP website found at www.StandUPWireless.com.

24. CUSTOMERS OF THE STATES OF :

COLORADO:

Unresolved questions or complaints may be directed to:

External Affairs Section, Consumer Affairs
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Colorado 80202
Phone 303-894-2070 or 800-456-0858 Fax
303-894-2532 E-mail: dora_puc_complaints@state.co.us

GEORGIA:

Unresolved complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-292-5813

MASSACHUSETTS:

If you have any complaints or concerns, FIRST contact us by dialing 611 from your wireless device or by calling 1- 800-544-4441. We will take every measure to resolve your concern as quickly and as efficiently as possible

If after contacting us, your problem is not resolved, you can contact the Massachusetts Consumer Division directly at:

Department of Telecommunications and Cable Consumer Division

1000 Washington Street, Suite

820 Boston, MA 02118-6500

617-988-8288 (Fax)

or By calling: 617-305-3531 1-800-392-6066 (Toll free) consumer.complaints@state.ma.us

Kansas:

For unresolved questions or complaints, you may

contact: Kansas Corporation Commission

Office of Public Affairs and Consumer

Protection KCC-Consumer Protection

1500 SW Arrowhead Road, Topeka, KS 66604

Or toll-free 800-662-0027 or in Topeka 785-271- 3140. Hearing or speech impaired TDD Kansas Relay Center 800-766-3777.