

## StandUp Wireless

### Affordable Connectivity Program Terms & Conditions

Please read these StandUp Wireless (“StandUp”) Affordable Connectivity Program (“ACP”) Terms and Conditions of Service (“Agreement”) carefully. StandUp Wireless is a service of Global Connection Inc. of America. This Agreement is legally binding between you and StandUp Wireless and becomes effective when you opt-in or enroll into StandUp Wireless’s ACP service, use the StandUp Wireless ACP service, or 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. StandUp Wireless reserves the right to change or modify this Agreement at any time and at its sole discretion. Any changes or modifications to this Agreement will be binding upon you, once posted on the StandUp Wireless website at [www.StandUpWireless.com](http://www.StandUpWireless.com). You should check the StandUp Wireless website regularly for updates to this Agreement.

**The Service Agreement:** The service agreement consists of this Agreement, the [StandUp Wireless General Terms and Conditions of Service](#), and [the StandUp Wireless Lifeline Terms and Conditions of Service](#) if the subscriber is enrolled in the Lifeline program, and any other policies or documents referenced herein or therein. To the extent there are conflicts, the order of precedence is as follows: (1) this Agreement, (2) the Lifeline Terms and Conditions of Service, and (4) the General Terms and Conditions of Service.

**Nature of Service:** The ACP is a Federal Communications Commission (“FCC”) benefit program launched on December 31, 2021 and designed to help make broadband more affordable for struggling households. The ACP will provide a discount of up to \$30 per month towards broadband service for eligible households or up to \$75 per month for households on Tribal lands, as defined by FCC rules. Eligible households can also receive a one-time discount of up to \$100 to purchase a laptop, desktop computer, or tablet from participating providers if they contribute more than \$10 and less than \$50 toward the purchase price. The ACP is limited to one monthly service discount and one device discount per household. ACP benefits may be obtained from any participating provider of your choosing and your monthly service benefit may be transferred to another provider at any time. The ACP benefit is subject to consumer eligibility, provider participation, product availability, and approval by the FCC and its ACP administrator, the Universal Service Administrative Company (USAC). This discount is provided each month the customer maintains ACP services and eligibility.

By applying or subscribing to StandUp Wireless Services supported by the ACP, you authorize StandUp Wireless and its contracted partners, for the purpose of applying for, determining eligibility, enrolling in and seeking reimbursement of ACP service and device benefits, to collect, use, share and retain your personal information, including, but not limited to, information required for the purpose of establishing eligibility for and enrolling in the Lifeline program, full name, full residential address, date of birth, last four digits of social security number, telephone number, eligibility criteria and status, the date on which the ACP service discount was initiated and (if applicable) terminated, ACP connected device distribution date/type/make and

model/status, usage status and other compliance requirements, the amount of support being sought for the service and/or device, and information necessary to establish identity and verifiable address. The information collected may be shared with USAC to ensure proper administration of the ACP service and/or connected device benefits. Failure to provide this FCC mandated consent will result in your being denied the ACP service and/or the connected device benefits. StandUp Wireless and its contracted partners to contact you to validate your eligibility for or desire to participate in StandUp Wireless's ACP offers. For more information see our General Terms and Conditions and our Privacy Policy at [www.standupwireless.com](http://www.standupwireless.com).

**Eligibility:** To qualify for enrollment in the ACP, a person applying for ACP service, or "applicant," must meet specific eligibility requirements and have a service address in a location where StandUp Wireless is authorized to offer ACP service as an approved Broadband Service Provider.

A household is eligible if one member of the household meets at least one of the criteria below:

- Qualifies for the Lifeline program (see Lifeline Terms and Conditions at <https://standupwireless.com/terms-conditions/>);
- Has an income that is at or below 200% of the [Federal Poverty Guidelines](#) for a household of that size;
- Receives benefits from certain federal assistance programs: Medicaid, Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income, Federal Public Housing Assistance, Veterans and Survivors Pension Benefit, or Special Supplemental Nutritional Program for Woman, Infants and Children (WIC) Program;
- Is approved to receive benefits under the free and reduced-price school lunch program or the school breakfast program;
- Received a Federal Pell Grant during the current award year; or
- Meets the eligibility criteria for a participating providers' qualifying low-income.

Households on Tribal lands are additionally eligible to receive an ACP discount if a member of the household meets one of the criteria below:

- Receives Bureau of Indian Affairs General Assistance;
- Participates in Head Start (only households meeting the income qualifying standard);
- Receives Tribal Temporary Assistance for Needy Families (Tribal TANF); or
- Participates in the Food Distribution Program on Indian Reservations.

Your eligibility to participate in the ACP will be determined by the National Verifier, which is administered by USAC, and/or a State Administrator.

**Application Process:** StandUp Wireless subscribers who participate in the Lifeline program may OPT-IN to the ACP. New applicants must complete an ACP application and certification form and may need to provide supporting documentation verifying they meet the eligibility requirements to participate in the ACP.

New ACP customers who are enrolled in StandUp Wireless ACP services will receive one (1) SIM Card enabling the user to access the StandUp Wireless network with a compatible GSM device. Existing Lifeline and EBB customers will be able to use their current SIM card. ACP Participants may also qualify for a one-time discount of up to \$100 on a connected device. If the participant has not yet received their one-time discount, they may receive one (1) broadband enabled Connected Device provided by StandUp Wireless in accordance with its Handset Policy and the ACP guidelines.

**One ACP Discount Per Economic Unit Rule:** ACP support is limited to one economic unit per household and consists of broadband service. An economic unit is defined, for purposes of the ACP, as any individual or group of individuals who live together at the same address and share income and expenses. An economic unit is not permitted to receive ACP benefits from multiple providers. Violation of the one benefit per economic unit rule constitutes a violation of the federal rules and will result in de-enrollment from the ACP and potentially prosecution by the United States government.

You consent to have your personal identification information, including name, telephone number and address shared with USAC and/or its agents to confirm that neither you nor your household receive more than one ACP benefit. If you or any member of your family unit receives ACP Assistance from any other telephone company or broadband internet provider, you consent to have your benefit transferred to StandUp Wireless.

**ACP and Lifeline:** Customers may have one ACP and one Lifeline benefit per household. These benefits may be combined on the same account, or they may be two separate accounts. The ACP benefit is separate from the Lifeline benefit. You are not required to opt-in to the ACP, and you can continue to receive your Lifeline service without enrolling in the ACP. You may choose to take ACP benefits from a service provider other than your existing Lifeline provider. After choosing to OPT-IN to the ACP StandUp Wireless will, by default, combine the two benefits onto the same account.

**Emergency Broadband Benefit Subscribers:** This Agreement applies to subscribers who are enrolled in StandUp Wireless's EBB services. The FCC is phasing out the EBB and replacing it with the ACP beginning on December 31, 2021. Eligible subscribers who are enrolled in StandUp Wireless's EBB Services as of 6:00 PM Eastern Time on December 30, 2021, will continue to receive StandUp Wireless's services with their EBB program discount of up to \$50 per month during a 60-day transition period, which lasts from December 31, 2021 to March 1, 2022. The discount amount available to subscribers who are enrolled in the ACP after the transition period will be up to \$30 per month. Beginning December 31, 2021, EBB customers may switch their service plan at any time. EBB subscribers who qualified for the EBB through eligibility criteria that are not applicable to the ACP will be required by USAC to demonstrate their eligibility in the National Verifier to receive an ACP benefit using the ACP criteria before the end of the transition period. EBB subscribers will receive additional information if they are required to take additional steps to transition to the ACP benefit on March 1, 2022.

**ACP Benefit Availability:** The ACP benefit is subject to funding availability from the FCC. Should the FCC announce that funding is no longer available, StandUp Wireless will attempt to provide you with a 30-day notice that it will discontinue its ACP-supported service. At the conclusion of the ACP, customers may choose to pay the applicable undiscounted rate plus applicable fees and taxes for one of our service plans available at that time or in the case of Lifeline customers, choose to keep their Lifeline benefit with StandUp Wireless and revert back to their Lifeline plan prior to enrolling in the ACP at the applicable rate. StandUp Wireless will not opt the customer into AutoPay without the customer's permission, and the customer must have a credit card on file to enter the AutoPay program.

**Consent to Disclosure of Information:** By completing the StandUp Wireless ACP application, you consent to the release of your information (including financial information) to our designated agent for the administration of your service with StandUp Wireless. This consent survives the termination of this Agreement. You further authorize StandUp Wireless to discuss with or access information from state or federal agency representatives concerning your eligibility for and participation in the ACP. StandUp Wireless reserves the right to review your eligibility status at any time and require you to provide StandUp Wireless with written documentation of either your household's income or your participation in a qualifying federal program or state program.

**National Lifeline Accountability Database (NLAD):** Applicants who apply for ACP 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 social security number will be submitted to NLAD during the application process. Applicants address will be confirmed as valid. Applicants' personal identity will be checked. Applicants will be screened to determine if they are already receiving an ACP benefit through another provider. If the subscriber is being provided a benefit with another provider, StandUp Wireless will transfer their benefit to StandUp Wireless with the subscriber's consent.

**Activation of Service:** Upon enrollment in the StandUp Wireless's ACP services, if you are a new applicant, you will receive a StandUp Wireless SIM card, delivered to your home address noted in the application, or if you applied in person, the SIM card will be given to you at some point during or after the enrollment and approval process (timing of SIM card distribution in relation to the approval process varies by state). Insert the StandUp Wireless provided SIM card into your compatible device and power on the device. Placing an outbound call, sending a text, using data, or confirming that you want to activate your service will activate the StandUp Wireless ACP service. You must accept the StandUp Wireless telephone number assigned to your StandUp Wireless account at the time of activation and you will acquire no proprietary interest in any number assigned to you. The number assigned to your StandUp Wireless account 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 Wireless service unless otherwise specified in the StandUp Wireless General Terms & Conditions. You may choose to port your telephone number (if applicable) to StandUp Wireless once your ACP application has

been approved. Additional information available at <https://standupwireless.com/support/number-port/>.

**Account Activity Requirement:** You must make or answer a voice call or send a text message (if your device is capable), use data, purchase minutes, or respond to direct contact from StandUp at least once during any 30-day period to continue receiving your benefit.

**Maintaining Eligibility and Service:** You will receive ACP service from StandUp Wireless if you continually meet the ACP eligibility requirements and the program remains active. If StandUp Wireless believes you are not eligible for ACP service, we will notify you that your ACP service will be cancelled. You will have 30 days to respond to the termination notice. If you do not demonstrate continued eligibility, service will be cancelled, you will lose any remaining services and will no longer receive service. If you no longer qualify for the ACP discount, you must notify StandUp Wireless within thirty (30) days of this fact to be removed from the program.

**ACP is Non-Transferrable:** Eligibility for the ACP benefit is personal to you. You may not transfer, to any third party, any of your rights or benefits received under the StandUp Wireless service, including but not limited to, any voice minutes or broadband data received under StandUp Wireless service funded by the ACP.

**Monthly Service Period:** The period in which usage of your service is authorized lasting for a period of up to thirty (30) days beginning on (i) the date your StandUp Wireless account became active; (ii) the date you placed or received the initial service transaction on your StandUp Wireless account; (iii) the receipt of the allotment of StandUp Wireless rate plan airtime; (iv) the purchase or addition of StandUp Wireless airtime, or (v) the date you were determined to be eligible for the StandUp Wireless plan, whichever can be conclusively determined by StandUp Wireless at its sole discretion, and concluding thirty (30) days later. StandUp Wireless airtime will be added to your account on the first day of each Service Period, also known as your Anniversary Date, in accordance with your rate plan as long as the subscriber maintains eligibility for ACP service.

**Monthly Service End Date:** The last day of your StandUp Wireless Monthly Service Period, occurs up to thirty (30) days from your Anniversary Date. Service End Date can be calculated from (i) the date your StandUp Wireless account became active; (ii) the date you placed or received the initial airtime transaction on your StandUp Wireless account; (iii) the receipt of the monthly allotment of StandUp Wireless airtime; (iv) the purchase or addition of a StandUp Wireless airtime card, or (v) the date you were determined to be eligible for a StandUp Wireless ACP service plan, (vi) the date your ACP benefit was removed by you or that de-enrollment based on ACP rules occurred, whichever can be conclusively determined by StandUp Wireless at its sole discretion.

**Rates, Usage and Included Allotments:** While you are enrolled in StandUp Wireless's ACP-supported services, you will receive an allotment of talk minutes, text messages, and data provided by StandUp Wireless each month as long as you remain eligible for the ACP. Use of

allotments can include, but is not limited to, per minute voice cellular call, and incoming or outgoing text message, and/or the use of any data.

Monthly talk, text, and data allotments provided by StandUp Wireless may vary from state-to-state as described in either this document or in StandUp Wireless tariff filings on file with your state Public Service Commission or Public Utility Commission or other agency administering the ACP in your state. Please call StandUp Wireless at 1-800-544-4441 or 611 from your StandUp Wireless service or visit our website at [www.StandUPWireless.com](http://www.StandUPWireless.com) for further information.

**Service Plan Options:** The ACP discount may be applied to any available StandUp Wireless service plan. Each plan offers different benefits, features, carryover options and pricing. Service plans are posted on StandUp Wireless's website at <https://standupwireless.com/support/devices/>. Not all plans are available in all states.

**Termination Rights Reserved by StandUp Wireless:** StandUp Wireless reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's StandUp Wireless service for fraud, misrepresentation, or other misconduct as determined solely by StandUp Wireless. While utilizing StandUp Wireless's ACP services, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use their StandUp Wireless ACP services. If you have any questions, concerns, comments, or complaints regarding the StandUp Wireless ACP services, offerings, or products, please call StandUp Wireless Customer Care at 1-800-544-4441 or 611 from your StandUp Wireless service. You may also contact your State's Public Service Commission/Public Utility Commission.

**Cancellation:** You are free to cancel your StandUp Wireless ACP services at any time. After your first use, however, you will receive no refunds on any equipment, including purchased devices or any unused funds in your account. Monthly Service Fees are non-refundable. You may cancel your account or change your rate plan by dialing 611 from your StandUp Wireless device. You will lose access to your phone number immediately after your account has been de-enrolled from the ACP and your StandUp Wireless account deactivated.

**Questions or Complaints:** For more information about the ACP or for other questions or complaints, you can call us at 611 or 1-800-544-4441. Unresolved questions or complaints may be directed to your local Public Utilities Commission or customers in the states listed below may direct unresolved questions or complaints to the following organizations: **Colorado:** 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 or E-mail: [dora\\_puc\\_complaints@state.co.us](mailto:dora_puc_complaints@state.co.us). **Georgia:** Georgia Public Service Commission's Consumer Affairs Unit: 404-656-4501 or 1-800-292-5813. **Kansas:** 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. **Massachusetts:** Massachusetts Consumer Division: 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](mailto:consumer.complaints@state.ma.us).

**Pennsylvania:** Pennsylvania Utility Commission Bureau of Consumer Services – 800-692-7380 or for FDD PA Relay Center 800-682-8706 (voice) or 800-682-8786 (TTY). **Puerto Rico:** Unresolved questions or complaints and to seek revision of any adverse decision contact: Telecommunications Bureau of the Puerto Rico Public Service Regulatory Board, 500 Ave. Roberto H. Todd (Parada 18-Santurce), San Juan, Puerto Rico 00907-3941.