

## **StandUp Wireless**

### **General Terms & Conditions**

Welcome to Global Connections Inc of America, d/b/a StandUp Wireless ("StandUp" or "GLOBAL"). We are happy to have you as a customer. What follows are the terms and conditions of service for all services provided by StandUp Wireless. There are three main sections to these terms and conditions consisting of 1) a General Terms & Conditions of Service applying to all products and services provided by StandUp Wireless, 2) Terms & Conditions of Service applying to the StandUp Wireless Prepaid services, and 3) Terms & Conditions of Service applying to Lifeline service offered by StandUp Wireless. StandUp Wireless is a service of Global Connection Inc. of America.

These StandUp Wireless Terms and Conditions of Service are a legally binding agreement between you and StandUp Wireless and become effective upon activation of StandUp wireless service and/or through your use of service and/or 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. StandUp Wireless reserves the right to change or modify any of these Terms and Conditions of Service at any time and its sole discretion. Any changes or modifications to these Terms and Conditions of Service 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 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 services including, but not limited to, personal communication services including voice, SMS and/or data depending upon your applicable plan. By activating and/or using service with StandUp Wireless, 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.

If you are under the age of 13, your parent or legal guardian must provide written consent to StandUp Wireless before you provide personal information to StandUp Wireless.

### **General Terms & Conditions**

#### **Definitions:**

In this document, when we say: "we," "us," "our" or "StandUp Wireless" it means Global Connection Inc of America. When we say "you," "your," "customer," or "user" it means a StandUp Wireless account holder or someone who uses our devices or services. "Device" means any phone, tablet, mobile broadband device, any other product or accessory we provide, sell, or that is active on your account with

us. "Service(s)" mean StandUp Wireless branded offers, rate plans, airtime, options, wireless services, billing services, applications, programs, software, products or Devices on your account with us as well as any other product or service that we offer or provide to you that reference these General Terms and Conditions of Service ("T&C's").

**Nature of Service:**

StandUp Wireless is brought to you by Global Connection Inc of America. Our rate plans, devices, services and features are not for resale and are intended for a personal consumer with reasonable and non-continuous use by a person using a device on StandUp Wireless's network(s). Any use of service by a consumer extending beyond the Nature of our Service will be subject to immediate disconnection.

**The Service Agreement:**

These T&C's are part of your service agreement with us (the "Agreement") and constitute a contract under which we provide you Services under terms and conditions that you accept. THIS CONTRACT CONTAINS A MANDATORY ARBITRATION PROVISION THAT DISALLOWS CLASS ACTIONS, A CLASS ACTION WAIVER PROVISION, AND A JURY WAIVER PROVISION. In addition to these T&C's, there are several parts of the Agreement, which includes but is not limited to the following: (1) the subscriber agreement or transaction materials that you sign or accept; (2) the plan(s) that you choose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current Agreement and transaction materials apply, excluding service plan features such as pricing or minute, message and data allocation); (3) any confirmation materials that we may provide you; and (4) the terms set forth in the coverage map brochures. It is important that you carefully read all of the terms of the Agreement.

**Additional Terms:** Additional terms will apply when you use certain applications, programs, devices, and services; these terms may come from StandUp Wireless or a third party. You are subject to any terms provided by the third party, and the terms are directly between you and that third party. StandUp Wireless is not responsible for these third-party items and associated terms.

**Our Policies:** When you accept the Agreement, you agree to our business policies, practices, and procedures ("Policies"), including our Acceptable Use Policy listed herein, our Privacy Policy, and the terms and conditions and Agreement of your applicable product or service provided by StandUp Wireless. To read more, go here: <https://www.standupwireless.com/terms-conditions/>. We may change our Policies at any time, so please check our Policies for updates.

**When you Accept the Agreement:** You must have the legal capacity to accept the Agreement. You accept the Agreement when you (1) agree in writing or by electronic signature or by telling us you accept by email, over the phone, online, or in person; or (2) activate, use, or attempt to use, the services; or (3) pay for the services; or (4) open any package or start any program that says you are accepting the Agreement by doing so. If you don't want to accept the Agreement, don't do any of the above-listed activities.

**Our Right to Change the Agreement and Your Related Rights:** We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, coverage, technologies used to provide services, or your terms of Service. We will provide you notice of material changes – and we may provide you notice of non-material changes – in a manner consistent with this

Agreement (see “Providing Notice to Each Other Under the Agreement” section). If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept the change. Do not access or use our Services after the effective date of the change if you decide to reject the change and terminate Service. You will not be entitled to any credit for the unused portion of your account balance if you decide to terminate Service in response to a change to the Agreement.

**Our Right to Suspend or Terminate Services:** StandUp Wireless Services are provided at StandUp Wireless’s discretion. StandUp Wireless may modify or cancel any StandUp Wireless 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. For example, we can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) modifying a Device from its manufacturer specifications (for example, rooting the device); or (h) if we believe the action protects our interests, any customer’s interest, or our networks.

**Your Right to Changes Services and When Changes Are Effective:** The account holder can typically change Services upon request. In some instances, changes may be conditioned on device type, coverage requirements or payment of certain charges. The effective date of any changes will depend on our Policies, the old Services, and the requested Services. Rate plan changes are effective on the next service anniversary date. We will not credit or refund any subscription or other changes as a result of a change in Services. We may—but are not obligated to provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by you, a person you authorize, or any person able to authenticate the account and those changes will be treated as modifications to this Agreement.

**Cancellation:** You are free to cancel Service at any time. After your first use, however, you will receive no refunds on any equipment, including Phones 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. Your phone number will be reclaimed as early as soon as 60 days from the last date that funds were added to your account.

**Porting/Transferring a Phone Number:** We do not guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number.

**Coverage: Where Your Device Will Work; Service Speeds:** Our coverage maps are available on our website at [www.standupwireless.com](http://www.standupwireless.com). The specific network coverage you get will depend on the radio transmissions your device can pick up and services you’ve chosen. Our coverage maps provide high-level estimates of our coverage areas when using services outdoors under optimal conditions. Coverage is not available everywhere. Coverage and service speeds may depend on the service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that –along with other factors both within and beyond our control (for example, network problems, network or Internet congestion, software, signal strength, your device, structures, buildings, weather, geography, topography, server speeds of the

websites you access, actions of third parties, etc.) –may result in dropped or blocked connections, slower service speeds, or otherwise impact the quality of service. Services that rely on location information such as E911 and GPS Navigation depend on your device’s ability to acquire satellite (typically not available indoors) and network coverage. While your device is receiving a software update, you may be unable to use your device in any manner until the software update is complete.

**About Data Services and Content:** Our data services and your device may allow you to access the internet, email, text, take pictures and video, download and play games, video, music, graphics, sound, applications and other materials (“Content”) or send Content elsewhere. We have no control over the Content that you access on your device. Content may be (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You are solely responsible for evaluating the Content accessed by you or anyone through your device or services. We strongly recommend that you monitor data usage by children/minors. Content from third parties may also harm your device or its software. We are not responsible for any Content, any damage caused by any Content that you access through your services, that you load on your Device, or that you request that our representatives access or load on your Device. For more information on Content and restrictions on Content, see your service plan details. If we provide you storage for Content that you have purchased, then we may delete the Content without notice or place restrictions/limits on the use of storage areas. Content stored on a Device, transmitted over our networks, or stored by StandUp Wireless may be deleted, modified, or damaged. Depending on the strength of your coverage, you may not be able to use data services while on a voice call. Content provided by our vendors or third parties may be canceled or terminated at any time without notice to you, and you may not receive a refund for any unused portion of the Content.

**Additional Services:** Additional services provided by StandUp Wireless include but are not limited to the following: **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 Wireless plans. Customers may access voicemail directly through their handset or from any other telephone. Standard usage rates apply when accessing voicemail from Your StandUp Wireless 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 Wireless customers. **Call Waiting:** All StandUp Wireless 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.

**Software License:** If StandUp Wireless provides you software as part of the Service and there are not software license terms provided with the software (by StandUp Wireless or by a third party), then StandUp Wireless grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own individual use. You may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. StandUp Wireless may revoke this license at any time.

**Fees, Activations, and Miscellaneous Charges:** Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone

numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

**Usage Charges:** The types of charges that you incur will vary depending on the Service used and your service plan. You are responsible for the Services on your account and associated charges, including charges made by a person you permit to have direct or indirect access to your device even if you did not authorize its use. Charges may include, but are not limited to, prepayment for service charges; charges for additional services; and taxes, surcharges, and fees associated with your Services. For the actual usage charges applicable to your Service, see the detailed plan or other information we provide or refer you to during the application or sales process, or on our website. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Device, you authorize end users to access, download and use Services. You will generally be charged for the use of Services before or at the time of use in accordance with your service plan. In certain instances, we may charge at some point after you use the Service. Rates that vary based on the time of access will be determined based on the location of the network equipment providing service and not the location of your device or your device's area code (if applicable). Charges are generally deducted from your account balance (for example, pay-per-use charges, subscription charges, etc.), though in some instances you may be able to pay for certain Services through a credit card, debit card, or another payment method. If you have incurred charges or fees that were not charged before your account balance reaches a zero balance, we may deduct these outstanding, unpaid charges and fees from any subsequent amounts you add to your account balance. You may not attempt to purchase additional airtime for your account using a debit or credit card more than one time within a 30-minute period.

**Activations and Miscellaneous Charges:** StandUp Wireless charges a \$39 account Activation Fee which is billed to your Account at activation. From time to time, StandUp Wireless may run promotions waiving this activation fee when certain requirements are met. We may also charge prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

**Payments & Chargebacks:** Your Anniversary Date is the date you activate service on one of our plans. We will first attempt to deduct payment for monthly services from your account balance and then will apply the charge to any registered payment method on file with StandUp Wireless. We reserve the right to suspend service for up to 30 days if a credit card or debit card charge we deem authorized for your account is disputed. If a chargeback is not resolved/reversed at the end of the 30-day period, the account will be deactivated, and remaining funds in the account will be lost. We may terminate service for multiple chargebacks or require that funds be added solely by the purchase of a physical airtime card. Alternatively, if the subscriber is eligible to participate in the StandUp Wireless Grace Period, these actions will be delayed during that time frame.

**Service Type Notes: Voice Calls:** StandUp Wireless voice airtime is issued in one (1) minute increments. Minutes are deducted from the StandUp Wireless account at a rate of one (1) minute per minute or partial minute of use. A partial minute of use will be rounded up to the nearest minute. There is no additional charge for nationwide long distance. **Messaging:** All plans include allocations for SMS Text Messages.: One (1) SMS Text 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 Wireless are free of charge. StandUp Wireless does not allow international text messages. Attempting to send international messages could result in service deactivation. **Data:** Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equal 1 kilobyte (“KB”), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB so that you will be charged at least 1 KB for each data usage session (“data session”). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device’s Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.

**Preventing Unwanted Text Messages:** If you are receiving unwanted text messages, contact the source and unsubscribe or remove your phone number from the texting service. Even if you elect not to receive text messages, you may still receive service and other alerts from StandUp Wireless or its authorized agents.

**Consent to Receive Notifications:** By activating service with StandUp Wireless, you consent to receive notifications via SMS, email, automated voice call (with a live agent, or recorded message) for advertising, promotional, marketing, and/or service related events, other service alerts, or other broadcast messages from StandUp Wireless or its authorized agents. You will not be charged for notifications from StandUp Wireless. You may retract this consent by calling 611 and telling a Customer Service representative.

**Premium SMS:** Please note that StandUp Wireless 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 Wireless. 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 Wireless 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 Wireless are not refundable whether you incur charges as deductions from your StandUp Wireless phone or your credit card.

**Location Based Services and GPS Navigation:** Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by a third party or us. Network coverage or environmental factors (such as structures, buildings, weather, geography,

landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.

You agree that any authorized user may access, use, or authorize StandUp Wireless or third-party location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.

The environment may limit GPS location information.

**Unlimited Use Plans:** Unlimited does not mean unreasonable. If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to StandUp Wireless's Acceptable Use Policy contained in these Terms & Conditions.

**Taxes and Government Fees:** Stated prices for our service options do not include certain taxes or surcharges. StandUp Wireless 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 Wireless 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.

**Surcharges:** When imposed, unless prohibited by applicable law or agreement, you agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service; various regulatory charges; StandUp Wireless administrative charges; gross receipts charges and certain other taxes imposed upon StandUp Wireless; or charges for the costs that we incur and pass along to you. Surcharges are not taxes, and we are not required to assess them by law. They are charges we choose to collect from you, are part of our rates, and are kept by us in whole or in part. The number and type of Surcharges will be provided and may vary depending upon the location of the transaction or the primary account address of the payment method or Device and can change over time. We determine the rate for these charges, and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section).

However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

**No Refunds of Airtime Cards, Top-Ups or Monthly Charges:** All 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 Wireless will not provide refunds for unused airtime minutes, SMS messages or data.

**Calls to Customer Care:** Use of the Service includes a reasonable number of calls to our customer care department for inquiries concerning usage, billing, or technical problems. We reserve the right to determine that the number of calls or the requests made to our customer care department is excessive.

**Export:** You agree to comply with all trade regulations and export control laws, both domestic and foreign. StandUp Wireless Phones, equipment, software, and any underlying information accessed or transferred by you using StandUp Wireless Services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. 2401, et seq.) and the Export Administration Regulations (50 C.F.R. 730-774), as well as the import regulations of other countries. You agree not to export or re-export any StandUp Wireless phones, equipment, or software to any foreign country. Any information transferred by you using StandUp Wireless' Services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

**Safety:** Always use your Phone in a safe manner that does not create a risk to your safety or the safety of others around you. Always use a hands-free device and never send messages or browse the Internet while driving. Always use your mobile phone and device in accordance with all applicable laws and regulations. Please read all documentation that accompanies your handset.

**Your Privacy:** Our Privacy Policy is available at [www.standupwireless.com](http://www.standupwireless.com). This policy may change from time to time, so review it with regularity and care.

**Call Monitoring:** To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service or sales departments).

**Authentication and Contact:** You (the account holder) should password protect your account information by establishing a personal identification number ("PIN"). You should also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that StandUp Wireless may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

**CPNI Consent:** Under federal law, you have a right, and StandUp Wireless has a duty, to protect the confidentiality of information regarding the amount, type and destination of your wireless service usage ("CPNI"). You consent to StandUp Wireless sharing your CPNI internally, and with its affiliates and its contractors to develop or bring to your attention any products or services, and to StandUp Wireless transferring your CPNI in the event of any merger sale of some or all of the company assets or acquisition, as well as in the event of any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of these Terms and Conditions and your use of the Service and is valid until you revoke it. To revoke your CPNI consent, or otherwise restrict our use or, disclosure of, or grant of access to CPNI at any time, notify us in writing at StandUp Wireless Wireless, Attention: CPNI Officer, PO Box 2148, Norcross, GA 30091 and provide your (1) Name, (2) Home Address, (3) Home telephone number



(including area code), (4) Telephone number for your mobile phone (including area code), (5) Service billing address, and (6) Service account passcode. Revoking your CPNI consent will not affect your current wireless service. Please see our Privacy Policy for more information.

**Third Party Applications:** If you use a third-party application, the application may access, collect, use, or disclose your personal information or require StandUp Wireless to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you access, use, or authorize third-party applications through the Services, you agree and authorize StandUp Wireless to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy. Be sure that you have reviewed and are comfortable with the third party's policies before using its application on your device

**911 and Other Emergency Calls:** Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. StandUp Wireless 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.

**Telecommunications Relay Services (TRS):** Telecommunications Relay Service (TRS) permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or another device. If you want to call someone using TRS, use your TTY or dial 711 on your mobile device, and you will be automatically connected to a TRS operator. 711 is a toll-free, nationwide relay access number. You may dial 711 from anywhere in the United States and be connected to the relay service in the state you are calling from. Once connected to the relay service, tell the Communications Assistant the type of relay call you wish to make. (i.e., TTY, HCO, VCO, STS, Spanish, etc.). 711 dialing access does not work for Video Relay Service (VRS), Internet Protocol (IP) Relay, or Internet Protocol Captioned Telephone Service (IPCTS) relay calls because such calls are initiated through the Internet. For emergencies, you should dial 911. To learn more about 711, visit <http://www.fcc.gov.guidelines/711-telecommunications-relay-service>. To learn more about other types of TRS, visit <http://www.fcc.gov.guides.telecommunications-relay-services.trs>

**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.

**Limited Liability:** You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages resulting from (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or

problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or StandUp Wireless storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to backup your information stored on each. You Agree That Our Liability Is Limited - No Consequential Damages: TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

**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 Wireless, arising out of or relating to the StandUp Wireless Service or any equipment used in connection with the StandUp Wireless Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude StandUp Wireless from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your StandUp Wireless phone, its software, the StandUp Wireless Service and/or PIN numbers, in state or federal court. References to you and StandUp Wireless 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 Wireless by contacting Customer Care to allow an opportunity to resolve the dispute before 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 Wireless agree that use of the StandUp Wireless 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 Wireless 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 Wireless in accordance with the Wireless Industry Arbitration (WIA) Rules, except that StandUp Wireless 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 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 Wireless and You agree otherwise, the location of any arbitration shall be Atlanta, GA. Except where prohibited by law, StandUp Wireless 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 Wireless 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.

**Indemnification:** You agree to indemnify, defend, and hold StandUp Wireless and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see "Location-Enabled Services" section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

**Providing Notice to Each Other Under the Agreement:**

Except as the Agreement specifically provides otherwise, you must deliver written notice to us by mail to StandUp Wireless, ATTN Compliance Officer, PO Box 2148, Norcross, GA 30091. We will provide you notice by correspondence to your last known address in our records, to any fax number or email address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

**Trademarks and Licenses:** Android, Google, the Google logo and Google Play are trademarks of Google Inc.

**Acceptable Use Policy:**

**Permitted Use:** The StandUp Wireless network is a shared resource, which is managed for the benefit of all customers. Certain activities and uses of our Services and your Device are permitted, and others are not. Permitted uses include: Voice calls; Web browsing; Messaging; Email; Streaming music; Uploading and downloading applications and content to and from the Internet or third-party stores; Using applications and content without excessively contributing to network congestion; and Tethering your Device to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

**Restrictions on Using Services:** You cannot use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property or Services; (b) in any way prohibited by the Terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Service to another party. For additional restriction on the use of our Services, see our Acceptable Use Policy, which this section is part of, which is available in these terms and conditions, and the detailed plan or other information on Services that we provide or refer you to during the application or sales process.

**Specific Terms and Restrictions on Using Data Services:** You may not violate these Terms. Our data services are designed for use with your StandUp Wireless device for reasonable and non-continuous internet access such as web surfing and non-continuous downloading, streaming, gaming and other personal internet access services. There are limits to the amount of your data allotment with your plan. If you need additional data, you must purchase it. You cannot use our data Services: (1) with server devices or host computer applications or other systems that drive continuous, heavy traffic or data sessions or automatically consume unreasonable amounts of network capacity; (2) as a substitute or backup for private lines or frame relay connections; (3) for automated machine to machine connections or purposes that are designed for unattended use, or (4) for any other unintended use as we determine in our sole discretion. You may tether your StandUp Wireless device to other lawful devices under the allotments contained in your plan for the use of your device as a hotspot or when the device and plan are specifically intended for that purpose (for example, 4G Hotspots, wireless routers, etc.). You also cannot use our data services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of our network or systems. Our data services may not be used to disrupt email use by others using automated or manual routines, including, but not limited to “auto-responders” or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail,” unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either our wireless services or other parties’ Internet-based resources, including, but not limited to, “denial of service” attacks against another network host or individual user. We may limit, suspend, constrain, or terminate your Service for use that violates these Terms or for any heavy, continuous data usage or usage that adversely impacts our networks’ performance, hinders access to our networks, or that we determine is necessary to protect our networks from harm or degradation.

**Sending Unsolicited Messages:** If you intentionally send unsolicited messages with your StandUp Wireless service or if your Phone is being used as a conduit to send unsolicited messages, we may terminate your service without further notice.

**Prohibited Network Uses:** Unless explicitly permitted by your Rate Plan or Data Plan, you are not permitted to use your Device or the Service in a way that we determine: Uses a repeater or signal booster

other than one we provide you; Compromises network security or capacity, degrades network performance, uses malicious software or "malware", hinders other customers' access to the network, or otherwise adversely impacts network service levels or legitimate data flows; Uses applications which automatically consume unreasonable amounts of available network capacity; Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality; Misuses the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications; Accesses the accounts of others without authority; Results in more than 50% of your voice and/or data usage being off-net (i.e., connected to another provider's network) for any 3 billing cycles within any 12 month period; Results in unusually high usage (specifically, more 50GB (updated periodically) in a month) and the majority of your data usage being Smartphone Mobile HotSpot (tethering) usage for any 3 billing cycles within any 6 month period; Resells the Service, either alone or as part of any other good or service; Tampers with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone's intellectual property rights; Causes harm or adversely affects us, the network, our customers, employees, business, or any other person; Conflicts with applicable law; Is not in accordance with these T&Cs; or Attempts or assists or facilitates anyone else in any of the above activities.

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 Wireless 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 Wireless 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 Wireless 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 Wireless 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, three-way calling) or fewer individuals. StandUp Wireless Unlimited service is not intended to be used for high volume business applications.

**Plan Usage Terms:** Airtime minutes will be deducted for all time during which your StandUp Wireless phone is connected to, or using, the wireless system. Use of a wireless system typically begins when you press the "send," "call" or another 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 voicemail. For simultaneous calls, such as incoming call waiting and three-way calling 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 Wireless phone by dialing 611. Airtime is not deducted by contacting customer care via your StandUp Wireless phone by calling 611. Calls to other StandUp Wireless 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 Wireless 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 Wireless handset. Occasionally, StandUp Wireless 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 Wireless 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 Wireless coverage area. Plan minutes, text, or data will be utilized before any purchased airtime credits or data.

**Plan Overages:** Except 911 calls, voice calls will not be able to be made or received once your pool of available airtime minutes falls below one (1) minute. Should your pool of minutes be exhausted while on a current voice call, StandUp Wireless may at its sole discretion terminate the call. From time to time, StandUp Wireless 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. If in any given billing period, you should exceed your total available SMS messages, StandUp Wireless 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 the Additional Airtime section of the Terms and Conditions for your chosen service offering for guidelines regarding adding additional airtime credits to your StandUp Wireless phone.

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

Some StandUp Wireless handsets may have SIM cards. If Your StandUp Wireless 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 StandUp Wireless. Doing so could result in the immediate termination of your service. The Carriers, StandUp Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on Your SIM card. Your StandUp Wireless 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 StandUp Wireless 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.

#### **[END ACCEPTABLE USE POLICY]**

#### **Handset Policy:**

**Your Device, Number, and Email Address:** We do not manufacture any device we might sell or otherwise provide to you or any hardware that is associated with our services, and we are not responsible for any defects, acts or omissions of the manufacturer. The only warranties on your device are the limited warranties given to you by the manufacturer directly or that we pass through to you. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our services. Any device sold or otherwise provided to you is provided exclusively for use with our service and in other coverage areas that we may make available to you. Your device is subject to our Device Unlocking Policy posted on our website; devices (even if unlocked) that work on the StandUp Wireless network may not be compatible with other carriers' networks due to the use of different frequencies and technologies to provide wireless network access. You have no—and cannot gain any (for example, through publication, use, etc.) -proprietary ownership, or other rights to any phone number, identification number, email address, or another identifier that we assign to you, your device or your account. We will notify you if we decide to change or reassign them.

**Lost or Stolen Phone Policy:** For any lost or stolen StandUp Wireless phone, you should contact StandUp Wireless at 1-800-544-4441 immediately to suspend your account. You are responsible for all usage, authorized or unauthorized that occurred between the time the phone was lost or stolen and when it was reported to StandUp Wireless. You are responsible for all costs associated with the replacement of the phone.

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

**Information On Device:** Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). StandUp Wireless is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example, when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we typically attempt to erase data on your Device, but you must remove all data from your Device before you provide it to us

**Device Purchasing:** You can purchase new and/or refurbished devices from StandUp Wireless at the prevailing rates pending inventory availability. Call Customer Care at 1-800-544-4441 or 611 from your StandUp Wireless phone or visit a StandUp Wireless retail location for a current list of device options and prices.

#### **[END HANDSET POLICY]**

#### **AutoPay Policy:**

The following terms and conditions apply if you are enrolled in AutoPay with StandUp Wireless:

You authorize StandUp Wireless to, on a recurring basis, automatically charge the debit or credit card account you specified for payments due on your StandUp Wireless account.

You understand that StandUp Wireless will initiate transfers/charges pursuant to this authorization not to exceed the amount of the selected top-up. StandUp Wireless will initiate transfers or charges every 30 days.

StandUp Wireless may discontinue processing of recurring charges if unable to secure funds from your debit or credit card for the payments you have authorized due to, but not limited to, insufficient or uncollected funds in the account or insufficient or inaccurate information you provided. You understand and authorize StandUp Wireless to charge any debit or credit cards provided at any time until successful for all delinquent amounts owed to StandUp Wireless, as permitted by applicable law.

You understand that this authorization to pay your StandUp Wireless account by recurring charges or debits is entirely optional and you may opt out at any time by calling 611 and requesting to cancel AutoPay.

You are responsible for providing StandUp Wireless with accurate payment account information if such information changes in the future. You understand that you may call 611 or access my StandUp Wireless account online at [www.StandUpWireless.com](http://www.StandUpWireless.com) one day prior to your next due date to request recurring payments be changed or discontinued. StandUp Wireless will not initiate further transfers or charges after you have cancelled and has had a reasonable period of time to process your request. You understand you are not waiving my rights under the Electronic Funds Transfer Act to stop payments by directly contacting the financial institution where you have the checking or savings account you specified, and your exercise of such rights does not constitute a breach of this authorization.