

## StandUp Wireless

### Lifeline Terms & Conditions

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 Wireless Lifeline Program Terms and Conditions of Service are a legally binding agreement between you and StandUp Wireless and become effective upon activation of a StandUp Wireless Lifeline phone, using your StandUp Wireless Lifeline phone, 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 StandUp Wireless Lifeline Program Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these StandUp Wireless Lifeline Program 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.

By enrolling in the StandUp Wireless Lifeline Program and by using the StandUp Wireless Service, you, the participant, acknowledge and agree to the following terms and conditions:

**The Service Agreement:** In addition to the StandUp Wireless General Terms and Conditions of Service and these Terms and Conditions of Service relevant to the Lifeline Program, there are several parts of the Agreement, which includes but is not limited the StandUp Wireless Lifeline application. It is important that you carefully read all of the terms of the Agreement.

**Nature of Service:** The StandUp Wireless Lifeline Program is designed to provide subsidized voice and/or Broadband 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 (USAC). To qualify for enrollment in the StandUp Wireless Lifeline 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.

**Eligibility:** To qualify for enrollment in the StandUp Wireless Lifeline program, a person applying for lifeline service, or “applicant,” must meet specific eligibility requirements and have a service address in a location where StandUp Wireless is authorized to offer Lifeline service as an approved Eligible Telecommunications Carrier (“ETC”). Eligibility requirements are based on a person’s participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the Office of Management and Budget.

**Application Process:** Applicants for the StandUp Wireless Lifeline Program must complete a certification form and provide supporting documentation that they meet the eligibility requirements certifying under penalty of perjury, that:

I (or my dependent or other person in my household) currently get benefits from the government program(s) listed on this form or my annual household income is 135% or less than the Federal

Poverty Guidelines (the amount listed in the Federal Poverty Guidelines table at <https://aspe.hhs.gov/poverty-guidelines>).

I agree that if I move I will give my service provider my new address within 30 days.

I understand that I have to tell my service provider within 30 days if I do not qualify for Lifeline anymore, including:

1. I, or the person in my household that qualifies, do not qualify through a government program or income anymore.
2. Either I or someone in my household gets more than one Lifeline benefit (including, more than one Lifeline broadband internet service, more than one Lifeline telephone service, or both Lifeline telephone and Lifeline broadband internet services).

I know that my household can only get one Lifeline benefit and, to the best of my knowledge, my household is not getting more than one Lifeline benefit.

I agree that my service provider can give the Lifeline Program administrator all of the information I am giving on this form. I understand that this information is meant to help run the Lifeline Program and that if I do not let them give it to the Administrator, I will not be able to get Lifeline benefits.

All the answers and agreements that I provided on this form are true and correct to the best of my knowledge.

I know that willingly giving false or fraudulent information to get Lifeline Program benefits is punishable by law and can result in fines, jail time, de-enrollment, or being barred from the program.

My service provider may have to check whether I still qualify at any time. If I need to recertify (renew) my Lifeline benefit, I understand that I have to respond by the deadline or I will be removed from the Lifeline Program and my Lifeline benefit will stop.

I was truthful about whether or not I am a resident of Tribal lands, as defined in section 2 of the application form.

Applicants who qualify and are enrolled in the StandUp Wireless Lifeline Program may receive one (1) free broadband enabled device provided by StandUp Wireless in accordance with its Handset Policy with a free allotment of the offered or their chosen service type: Voice or Broadband service each month while the applicant remains and maintains eligibility in the Lifeline program. StandUp Wireless, the National Verifier, and/or a State Administrator 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 Wireless Lifeline Program. The monthly airtime minutes provided by the StandUp Wireless Lifeline Program 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 Lifeline Program in your state. Please call StandUp Wireless at 1-800-544-4441 or 611 from your StandUp Wireless phone or visit our website at [www.StandUPWireless.com](http://www.StandUPWireless.com) for further information.

**One Lifeline Discount Per Economic Unit Rule:** Lifeline Assistance is limited to one economic unit per household and can consist of a landline or wireless Voice and/or Broadband service. An economic unit is defined, for purposes of the Lifeline program, 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 Lifeline 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 Lifeline program and potentially prosecution by the United States government.

You consent to have your personal identification information, including name, telephone number and address shared with the Universal Service Administrative Company (USAC) and/or its agents to confirm that neither you nor your household receive more than one Lifeline benefit. If you or any member of your family unit receives Lifeline Assistance from any other telephone company or broadband internet provider, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through StandUp Wireless.

**Consent to Disclosure of Information:** By completing the StandUp Wireless Lifeline 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 Lifeline Assistance program. 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 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 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.

**Activation of Service:** Upon enrollment in the StandUp Wireless Lifeline Program, 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 StandUp Wireless provided, or otherwise compatible, device and power on the device. Make a call to 611 immediately to activate service with the StandUp Wireless Lifeline Program. 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 phone unless otherwise specified in the StandUp Wireless General Terms & Conditions.

**Account Activity Requirement:** You must make or answer a voice call, send a text message, use data or purchase minutes at least once during any 30-day period. If you do not, StandUp Wireless will send you a notice of inactivity. To keep your service, you must make or answer a voice call, send a text or use data at

least once within 15 days after the notification or contact us to confirm that you would like to continue receiving Lifeline service.

**Annual Recertification:** As a Lifeline participant, you must recertify annual that you remain eligible for the program. If you do not complete the recertification process by your Anniversary Date, StandUp Wireless is required to de-enroll you from the Lifeline program.

**Maintaining Eligibility and Service:** You will receive Lifeline service from StandUp Wireless if you meet and continually verify the Lifeline eligibility requirements. If StandUp Wireless believes you are not eligible for Lifeline service, we will notify you that your Lifeline service will be cancelled. You will have 30 days to respond to the termination notice. If you don't confirm or we independently confirm you are ineligible, service will be cancelled, you will lose any free remaining services and will no longer receive the free service. If you no longer qualify for a Lifeline discount, you must notify StandUp Wireless within thirty (30) days of this fact to be removed from the program.

**Lifeline is Non-Transferrable:** Eligibility for StandUp Wireless 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 Lifeline.

**Monthly Service Period:** The period in which usage of your service is authorized lasting for a period of up to one (1) month 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 monthly 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 on your Monthly Service End Date. 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.

**Monthly Service End Date:** The last day of your StandUp Wireless Monthly Service Period, occurs up to one (1) month from your Anniversary Date. An airtime transaction 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. 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 the StandUp Wireless Lifeline Plan, (vi) the date your Lifeline benefit was removed by you, or due to de-enrollment from Lifeline rules which ever can be conclusively determined by StandUp Wireless at its sole discretion.

**Airtime Rates, Usage and Included Monthly Airtime:** While you are enrolled in the StandUp Wireless Lifeline Program, you will receive a monthly allotment of airtime provided by the StandUp Wireless Lifeline Program. Airtime will be added on your Anniversary Date as long as you remain eligible for the Lifeline Program.

**Rate Plan Options:** Each plan offers different benefits, features, carryover options and pricing. The Plans that are currently available are:

<b>StandUp Wireless Nationwide Lifeline Plans<sup>1</sup></b>				
<b>Plan Name</b>	<b>Minutes</b>	<b>Text</b>	<b>Data</b>	<b>Cost<sup>2</sup></b>
Grandfathered StandUp Nationwide <sup>3</sup>	500	Unlimited	2 GB	Free
Grandfathered StandUp Nationwide Plus <sup>34</sup>	800	Unlimited	2 GB	Free
StandUp Nationwide	1,000	Unlimited	500 MB	Free
StandUp Nationwide Plus <sup>4</sup>	1,300	Unlimited	500 MB	Free
StandUp California <sup>5</sup>	Unlimited	Unlimited	2 GB	Free
StandUp California Basic <sup>5</sup>	Unlimited	Unlimited	None	Free

**Additional Airtime:** StandUp Wireless offers a \$10 discount to any Lifeline subscriber on our Prepaid Rate Plans. See the StandUp Wireless website and Prepaid Terms and Conditions for information on the latest available plans.

<b>StandUp Wireless Additional Airtime Options<sup>6</sup></b>			
<b>\$10 Discount on any Prepaid Rate Plan</b>			
<b>Price</b>	<b>Minutes</b>	<b>Text</b>	<b>Data</b>
\$5.00	250	N/A	250 MB

**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 phone for fraud, misrepresentation, or other misconduct as determined solely by StandUp Wireless. While participating in the StandUp Wireless Lifeline 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 Wireless Lifeline Service provided to him/her by StandUp Wireless. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE STANDUP CELLULAR PHONE OR STANDUP WIRELESS LIFELINE SERVICE PROVIDED TO YOU BY STANDUP WIRELESS. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if StandUp Wireless determines, in its sole discretion, that a StandUp Wireless customer has violated these prohibitions, StandUp Wireless will permanently de-enroll the customer from the StandUp Wireless Lifeline 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 Wireless Lifeline Program in the future. If you have any questions, concerns, comments, or complaints regarding the StandUp Wireless Lifeline Program or Service, offerings or

<sup>1</sup> Plan availability is state dependent and based on your state of residence. Visit [www.standupwireless.com](http://www.standupwireless.com) or call 1-800-544-4441 for more information.

<sup>2</sup> Stated pricing for services options do not include applicable state, federal and local taxes and surcharges.

<sup>3</sup> Plans only available to customers activating service before 12/1/2018

<sup>4</sup> Plan only available in select states offering supplemental support amounts funding the improved rate plan.

<sup>5</sup> Plan only available in California to eligible subscribers. Please see the StandUp Wireless California Lifeline terms and conditions below.

<sup>6</sup> Additional Airtime valid for 30 days from the purchase date. Airtime available for purchase by Calling Customer Care at 1-800-544-4441 or visiting a PIN dealer near you such as AirFair, ACE Cash Express, MoneyGram, and more. NOTE: Customers topping up through one of the vendors mentioned above MUST call 611 from their wireless handset to arrange for the payment to be applied at this time.

products, please call StandUp Wireless Customer Care at 1-800-544-4441 or 611 from your StandUp Wireless phone. You may also contact your State's Public Service Commission/Public Utility Commission.

**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. You will lose access to your phone number immediately after your account has been de-enrolled from the Lifeline program and your StandUp Wireless account deactivated.

**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)

## **StandUp Wireless California Lifeline Program**

### **Additional Terms and Conditions for the California Lifeline Program**

The following are Global Connection Inc. of America d/b/a StandUp Wireless' California Lifeline Terms and Conditions. All applicable terms and conditions of service contained herein apply to the Company's California Lifeline service.

In California, the California Lifeline Program is administered by the California Public Utilities Commission and its designee, the California Lifeline Administrator. The California Lifeline program is funded by California ratepayers. The California Lifeline Program is subject to all applicable California and federal laws.

**Wireless Service Elements:** 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 or 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.

Coverage Maps showing where StandUp Wireless service is generally available can be found on our website at [www.standupwireless.com](http://www.standupwireless.com). These maps depict approximate domestic coverage and roaming coverage applicable to our service plans. These maps are generated using generally accepted methodologies and standards to depict outdoor coverage. All maps will contain or link to an appropriate legend concerning the limitations and/or variations in wireless coverage and map usage, including any geographic limitations on the availability of any services included in your plan, including roaming. These maps will be periodically updated as necessary to keep them reasonably current.

3. Voice grade connection to the public switched telephone network. Through its underlying carriers, the Company offers its California 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.

**Billing:** The Company will abide by the following billing provisions:

1. **Service Elements:** The Company will offer at least one California Lifeline plan that meets or exceeds the California Lifeline service elements and is not bundled with any video or data services. (See Schedule of Rates.)
2. **California Lifeline Discount:** Only eligible consumers may enroll in the California Lifeline Program to receive a California Lifeline discount. The California Public Utilities Commission develops the eligibility requirements for qualified households to receive the California Lifeline discount; current eligibility requirements can be found online at <http://www.cpuc.ca.gov/lifeline/> and [https://www.californialifeline.com/en/eligibility\\_requirements](https://www.californialifeline.com/en/eligibility_requirements). The Company will apply the applicable California Lifeline discount to each participant's selected plan. The California Lifeline discount is limited to one per household. A "household" is defined as any individual or group of individuals who live together at the same address as one economic unit. An "economic unit" is defined as "all adult individuals contributing to and sharing in the income and expenses of a household". Your California Lifeline discount is personal and cannot be transferred to any third party, including any rights or benefits received under StandUp Wireless service, which includes and is not limited to any voice minutes received under StandUp Wireless service.
3. **Pre-Paid Plans:** The Company will offer California Lifeline-eligible plans on a pre-paid basis.
4. **Non-Discrimination:** The Company will offer California Lifeline discounted services on a nondiscriminatory basis to any customer residing within the service territory where the Company

offers retail wireless telephone services. The Company will only provide California Lifeline discounts to participants that are approved by the California Lifeline Administrator.

5. **Contracts:** The Company will not require contracts lasting more than two years for participants. The Company offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to the Company's retail customers for the same service and/or device, except as needed to comply with California Lifeline rules.
6. **Added Features and Enhanced Services:** If the Company adds features and/or enhanced services as a part of its California Lifeline offerings, the offerings will meet or exceed minimum standards set by the CPUC. As set forth in the Schedule of Rates, the Company offers a California Lifeline plan that meets or exceeds the minimum service elements and is not bundled with any video or data services.
7. **Additional Voice Minutes:** StandUp Wireless will notify you via text message if you have a low balance of minutes, text messages or data remaining. The Company will allow participants to purchase additional voice minutes at the lowest rate that is offered to its retail customers for comparable plans with similar services and/or features.
8. **Completion of Allotted Minutes:** Upon completion of allotted minutes, the Company will provide participants an option to purchase additional minutes and will prominently disclose the charges, terms, and conditions associated with the purchase of additional minutes.
9. **Form of Payment Fee:** The Company will not assess a fee to participants for paying their bills (i.e. paying for service) in person by cash, check or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.
10. **No Restocking Fee:** The Company will not assess a restocking fee to participants for devices returned within three days of service activation.
11. **Handsets:** The Company will offer all handsets to participants on the same basis as the Company's retail customers.
12. Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), the Company will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.
13. 900/976 Information Services. The Company will provide participants free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services related charges inadvertently or mistakenly incurred, or without authorization.
14. Access to operator service. The Company provides access to operator services for its California Lifeline customers commensurate to its retail customers, via 611 and 411

**Disclosures:** The Company makes the following disclosures in accordance with the California Lifeline Rules. The Company makes this information available in print during instances of in-person enrollment where consumers can review them and/or request a copy; via its website, [www.standupwireless.com](http://www.standupwireless.com); and upon request via its customer service department:

1. California LifeLine Service Plan Offerings – Rates and Fees. See California Lifeline Plans Chart. Each plan is subject to a one-time \$39.00 retail activation fee when initiating service with the Company or changing service from another provider to the Company. The one-time fee will be charged to the customer's account at activation; however, if the customer is approved for California Lifeline by the California Lifeline Administrator, the California Lifeline participant may be eligible to receive a \$39.00 discount (the California Lifeline fund will pay for no more than two



activation fees (whether with the Company or any other wireless service provider) per household per year pursuant to D. 17-01-032. If the Company confirms during the enrollment process that the customer has already received Lifeline service from two (2) providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee. Otherwise, StandUp Wireless will be responsible for the fee). See also Schedule of Rates document available on our website – [www.standupwireless.com](http://www.standupwireless.com).

2. Charges, terms, and conditions associated with purchasing additional minutes. The Company allows California Lifeline participants to purchase additional voice minutes at the lowest rate that is offered to its retail customers for comparable plans with similar services and/or features. (See Schedule of Rates.)
3. 911 emergency services location accuracy and reliability standards as required in basic service element number 1.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or, you may not be able to complete a call at all. Occasionally, 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. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your phone, whether your GPS enabled handset has GPS turned on, and your phone's ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.
4. Potential service coverage and service quality issues, and Safety related considerations when handsets are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. Neither The Company, nor any of its Network Providers, shall have any liability for service failures, outages or limitations of Service. 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.
5. Access to 800 or 800-like toll-free services. The Company provides its customers with access to 800 or 800-like toll-free services. Under the Company's business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates).

6. Handsets distributed in accordance with the companies Handset Policy may be refurbished; refurbished handsets will be industry standard grade "A" or "B" stock. Upgraded handsets are available for purchase.
7. The Company's handsets are intended for use on our networks and in other coverage areas that we may make available to you. However, StandUp Wireless' handsets are "unlocked" prepaid mobile wireless devices. "Unlocked" devices refer only to disabling software that would prevent you from attempting to activate on another carrier's network. However, "unlocking" a device will not necessarily make your device interoperable with other networks because a device designed for one network is not made technologically compatible with another network merely by "unlocking" it. If you attempt to use a different carrier's network, your StandUp Wireless handset may not have full functionality.
8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California Lifeline or otherwise, free of charge. Although no charge is assessed for calls made by its California Lifeline or non-California Lifeline customers for operator assisted calls, such calls use the minutes of the California Lifeline or non-California Lifeline customer making the directory assistance call. (See Schedule of Rates.)
9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California Lifeline or otherwise. Although no charge is assessed for directory assistance/411 calls made by its California Lifeline or non-California Lifeline customers, such calls use the minutes of the California Lifeline or non-California Lifeline customer making the directory assistance call. (See Schedule of Rates.)
10. Schedule of rates and charges. The Company's Schedule of Rates and charges for California Lifeline service are included herein as the "Schedule of Rates".
11. Free, unlimited access to customer service for information about California Lifeline, service activation, service termination, service repair, and bill inquiries. The Company's California Lifeline customers are provided free, unlimited access to StandUp Wireless customer service either by dialing 611 or by dialing the toll-free customer service number. Calls to the Company's customer service do not count against the California Lifeline customer's allotted voice minutes or number of calls. (See Schedule of Rates.)
12. Free, unlimited access to customer service representatives fluent in the same language in which California Lifeline was originally marketed and sold. At this time, the Company markets and sells California Lifeline service in English and Spanish. The Company therefore provides English and Spanish speaking customer service operators through its customer service department, which may be accessed as described above.
13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic long-distance telephone calls. International Calling can be accessed only through an international operator service and requires an alternate payment method. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance sensitive, acts in effect as a toll-blocking service. (See Schedule of Rates.)
14. Access to two California Lifeline telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users. The Company will provide access to two California Lifeline discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.

15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. Note: for 711 calls, only the call to the 711 relay service for the deaf or speech-disabled will not be counted against California Lifeline plan minutes, while the relayed call itself may count toward applicable plan minutes. (See Schedule of Rates.)
16. Access to Public Safety N11s. All of StandUp Wireless' California Lifeline plans will provision access to special service N11 numbers. D.14-01-036 requires free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California Lifeline eligible plans with 1,000 or more voice minutes, and notes that "Wireless providers may meet this obligation by offering these features on plans with 1,000 or more minutes, or by offering at least one plan with unlimited voice minutes that conform to this Decision, and which may include text, but not video or data" (see Attachment D of the Decision). Therefore, StandUp Wireless will comply with Wireless Service Element number 19 by offering its Unlimited Talk & Text rate plan option (See Schedule of Rates.)
17. California Lifeline Participant Exemptions. The Commission exempts California Lifeline participants from paying public purpose program surcharges, the Commission's user fee, federal excise tax, local franchise tax, and California 911 tax associated with telephone service. The Company will comply with this exemption. The Company understands that the exemption does not alter the statutory requirement for all telephone corporations in California to assess, collect, and remit public purpose surcharges on revenues collected from end-users for intrastate telecommunications services that are subject to surcharge in compliance with Pub. Util. Code §§ 285 and 710.
18. 30-Day Notice. The Company will provide 30 days' prior notice to California Lifeline participants in the event it withdraws from provision of California Lifeline Service.

#### California Lifeline Enrollment Limitation.

30-Day Waiting Period for an Enrollment Request for the California Lifeline Discounts for Cell Phone Service ("Enrollment Freeze").

When a consumer submits an enrollment request to receive the California Lifeline discounts for cell phone service the consumer has to wait up to 30 days to submit another enrollment request. A consumer CANNOT have multiple enrollment requests for the California Lifeline discounts for cell phone service going at the same time. The 30-day waiting period ends when either (1) the California Lifeline Administrator sends the final eligibility decision, (2) the enrollment request is cancelled, or (3) the 30 days have passed since the enrollment request, whichever occurs first. After the 30-day clock stops, a consumer may then submit another enrollment request for the California Lifeline discounts for cell phone service, as applicable. A consumer can independently cancel an enrollment request by contacting the California Lifeline Administrator by phone at 877-858-7463 or going to Check Your Status at [www.californialifeline.com](http://www.californialifeline.com). The cell phone company can also cancel an enrollment request.