

## StandUp Wireless

### Prepaid Terms & Conditions

**Nature of Service:** StandUp Wireless prepaid plans provide prepaid wireless phone service to include personal communication, wireless voice, SMS and/or data services in accordance with the terms and conditions set forth herein and in accordance with the General Terms & Conditions applicable to all StandUp Wireless products and services. StandUp Wireless prepaid plans are NOT subsidized or lifeline Program plans. StandUp Wireless Prepaid plans provide an allotment of minutes, text and/or data for one calendar month (unless otherwise specified) in exchange for a monthly fee. Service with StandUp Wireless requires a SIM card.

**Rate Plans:** Below is a chart showing the current rate plans available through StandUp Wireless service. The rate plans shown below are valid for one calendar month unless otherwise specified.

StandUp Wireless Prepaid Rate Plans					
Price	Minutes	Text Messages	High Speed Data	Throttled Data	Total Data
\$20.00	Unlimited	Unlimited	1 GB	1 GB	2 GB
\$30.00	Unlimited	Unlimited	3 GB	1 GB	4 GB
\$40.00	Unlimited	Unlimited	8 GB	None	8 GB

StandUp Wireless reserves the right to change the fees associated with the rate plan(s) above or discontinue a rate plan at its sole discretion. **Data Restrictions:** the data allotment above describes the amount of 4G LTE/ High Speed data available through the rate plan; subsequent data is throttled at 256 kb/s and capped after 1 additional GB on the \$20 and \$30 plans. The \$40 plan does not include throttled data. **Other Restrictions:** Unlimited does not mean unreasonable. All allotments are subject to the StandUp Wireless general terms and conditions Acceptable Use Policy.

**Activation of Service:** Service starts upon the activation of service on a SIM card. In the event StandUp Wireless sends you a SIM card in the mail, you service starts the day service is activated on that SIM card unless otherwise specified. If you have an unused StandUp Wireless SIM card, you may go to [shop.standupwireless.com](http://shop.standupwireless.com) to purchase service and activate said SIM card.

**Monthly Anniversary Date:** Plans are valid for one calendar month unless otherwise specified. The day of the month your service is activated is the start of your calendar month except for subscribers activating service on the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> of the month: the calendar month will begin on the 1<sup>st</sup> for those customers). The day your calendar month ends and a new one begins is referred to as your "Anniversary Date." Customers enrolled in auto-pay will be charged for the rate plan on their Anniversary Date every month unless service is canceled. If a subscriber's payment method is unsuccessfully processed, StandUp Wireless will attempt to process your payment once a day throughout the grace period. If the payment is successful you will have the same Anniversary Date moving forward. If the payment is unsuccessful, your service will end, and you will have until your account is deactivated to make a new payment. Once a new payment is successful, your service will start again with your payment date of month acting as your new Anniversary Date.

**Grace Period:** When you activate service on a plan with a retail price of \$20 or more you may opt-in to being eligible for a grace period. Opting into the grace period will keep your service active for five (5) days

after your Anniversary Date when no payment has been made; this is done for no additional fee. The grace period allows the amount of minutes, text, and data you purchased the prior month to roll forward for a limited period of time. The grace period ends when (1) your payment method is successful, or (2) the five days from your Anniversary Date have elapsed, whichever happens sooner. If you are able to pay for the next month's service during the grace period, you will receive a new allotment of minutes, text, and data without your Anniversary Date changing. Once the grace period is over, your remaining minutes, text, and data will be removed from your account. If you make a payment after the grace period ends, you will receive a new Anniversary Date starting five days before you made the new payment. Your account and phone number will remain active for a period of up to 60 days after your last successful payment date. No minute, text, and/or data allotment will carry forward and roll over from one month to the next outside of the grace period. StandUp Wireless reserves the right to increase or decrease the number of days in the grace period. StandUp Wireless also reserves the right remove the grace period at its sole discretion.

The Grace Period is a program designed by StandUp Wireless to help people prevent their means of communication from being shut off when times are tight.

**Changes to Service:** Subscribers may increase their data allotment by increasing their rate plan or decreasing their rate plan to any available plan listed the Rate Plans section of these terms and conditions. A change in rate plan will not go into effect until your next Monthly Anniversary Date.

**Termination of Service:** StandUp Wireless Prepaid subscribers are considered "Month-to-month" customers. If you terminate your service, your termination will be effective at the end of your current month of service (unless you port-out your phone number, in which case your service termination will be effectively immediately upon completion of the phone number port). You will be responsible for all fees and Charges for your service and usage through the end of that period. If we terminate your service, we will determine the date of termination, and you will be responsible for all usage and Charges through the date of termination. You can request that we port your number to another carrier, and Service for that number will be terminated when the porting process is complete. If you port your number, you will be responsible for all usage, fees, and charges until the port-out is complete.

**Auto Pay:** By participating in Auto-Pay, you agree to have the auto-pay amount you have selected deducted from your credit card or debit card once every calendar month. You may establish, modify, or cancel your auto-pay enrollment at any time by dialing 611 from your StandUp Wireless device or by calling 1-800-544-4441. Any additional payment for service made prior to your Monthly Anniversary Date and before the end of any applicable Grace Period will not reset your Anniversary Date.

**Taxes:** Advertised price(s) include all related telecom taxes, fees, and/or surcharges. Sales tax and any federal, state or local charges assessed to telecom products at the point of sales are not included.

#### **APPENDIX A – Current Promotion(s)**

**Free Month of Service Promotion:** For a limited time, StandUp Wireless is offering new customers one free month of our \$30 Unlimited Talk, Text & 3 GB of Data plan when activating service with auto-pay. Customers activating service with auto-pay on the \$20 Unlimited Talk, Text & 1 GB plan or the \$30 Unlimited Talk, Text & 3 GB of data plan will receive this plan. The grace period referenced in our Prepaid Terms & Conditions DOES NOT apply to the one free month of service. \$39 Activation Fee also waived

when signing up for the first time. This is a limited time offer and expires at midnight, December 31, 2018. All terms are subject to change without notice. Please review the StandUp Wireless Terms and Conditions of Service before purchase. Geographic, coverage, usage, and other restrictions apply. Terms and Conditions available at [www.standupwireless.com/terms-conditions/](http://www.standupwireless.com/terms-conditions/).

**Free Service Until the End of the Year Promotion:** For a limited time, StandUp Wireless is offering new customers free service until the end of 2018 when they purchase the Vortex Beat 8 at \$49.99 plus taxes and fees. Only the \$30 Unlimited Talk, Text & 3 GB of Data plan is available with this offer. Customers must purchase the device to receive this offer. Customers must agree to auto-pay to receive this offer. The grace period reference in our Prepaid Terms & Conditions DOES NOT apply to the free month(s) of service. \$39 Activation fee waived with this promotion. This is a limited time offer and expires at midnight, December 31, 2018. All terms are subject to change without notice. Please review the StandUp Wireless Terms and Conditions of Service before purchase. Geographic, coverage, usage, and other restrictions apply. Terms and Conditions available at [www.standupwireless.com/terms-conditions/](http://www.standupwireless.com/terms-conditions/).