



Margarett A. Johnson
Not admitted in Alabama
Direct Dial: 601-949-4681
Direct Fax: 601-949-8628
mjohnson@joneswalker.com

July 13, 2012

Via FedEx

Mr. Reece McAlister
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, Georgia 30334-5701

**Re: Responses of Global Connection, Inc. of America d/b/a Stand Up
Wireless to Staff's First Set of Data Requests; Docket No. 33600;
Application for Designation as an Eligible Telecommunications
Carrier on a Wireless Basis**

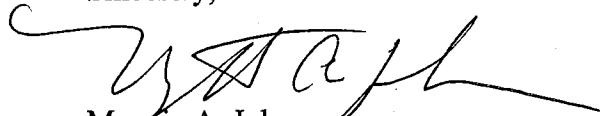
Dear Mr. McAlister:

Enclosed for filing please find an original and five (5) copies of Global Connection, Inc. d/b/a Stand Up Wireless's Responses to Data Requests in the above-captioned matter, as well as an electronic version on disc. Please note that the unredacted versions of several attachments contained in this filing include confidential and proprietary information, and are being filed under seal.

I have also enclosed an additional copy of this filing that we ask that you stamp "Filed" and return in the self-addressed, stamped envelope provided.

Thank you for your assistance with this matter.

Sincerely,



Maggie A. Johnson

cc: Dave Skogen
Patrick Reinhardt
Stanley Q. Smith, Esq.

JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

190 EAST CAPITOL STREET • SUITE 800 (39201) • P.O. BOX 427 • JACKSON, MISSISSIPPI 39205-0427 • 601-949-4900 • FAX 601-949-4804 • www.joneswalker.com

ALABAMA ARIZONA DISTRICT OF COLUMBIA FLORIDA LOUISIANA MISSISSIPPI TEXAS

{JX016279.1}

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

IN RE: Application of)
Global Connection Inc. of America)
d/b/a Stand Up Wireless for) Docket No. 33600
Designation as an Eligible)
Telecommunications Carrier on a)
Wireless Basis)

**STAFF'S FIRST SET OF DATA REQUESTS TO
GLOBAL CONNECTION INC. OF AMERICA D/B/A STAND UP WIRELESS**

TO: GLOBAL CONNECTION INC. OF AMERICA D/B/A STAND UP WIRELESS

COMES NOW the Georgia Public Service Commission Staff ("Staff") and, pursuant to the authority vested in it by the Georgia Public Service Commission ("Commission") pursuant to O.C.G.A. § 46-2-57, herein propounds the following interrogatories and requests for production of documents (collectively, "data requests"), to be answered under oath by Global Connection Inc. of America d/b/a Stand Up Wireless ("Company"), or its designated representatives. Pursuant to Commission Utility Rule 515-2-1-.04, Staff requests that an original and five (5) copies be filed with the Executive Secretary of the Commission. **Accompanied therewith shall be an electronic version of the filing, which shall be made on a 3 ½ inch diskette or a CD ROM containing an electronic version of its filing in Microsoft Word® for text documents or Excel® for spreadsheets.**

Please provide responses on or before August 1, 2012.

DEFINITIONS

1. "Company" means Global Connection Inc. of America d/b/a Stand Up Wireless, and its present and former officers, employees, agents, representatives, directors, and all other persons acting or purporting to act on behalf of said company.
2. The term "you" and "your" refer to "Company".

3. The term "person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.
4. The term "document" or "documentation" shall have the broadest possible meaning under applicable law. "Document" or "documentation" means every writing or record of every type and description that is in the possession, custody or control of the Company including, but not limited to, correspondence, memoranda, drafts, workpapers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail files; and copies of such writing or records containing any commentary or notation whatsoever that does not appear in the original. The term "document" or "documentation" further includes, by way of illustration and not limitation, schedules, progress schedules, time logs, drawings, computer disks, chart projections, time tables, summaries of other documents, minutes, surveys, work sheets, drawings, comparisons, evaluations, laboratory and testing reports, telephone call records, personal diaries, calendars, personal notebooks, personal reading files, transcripts, witness statements and indices.
5. The term "referring or relating to" means consisting of containing, mentioning, suggesting, reflecting, concerning, regarding, summarizing, analyzing, discussing, involving, dealing with, emanating from, directed at, pertaining to in any way, or in any way logically or factually connected or associated with the matter discussed.

6. "And" and "or" as used herein shall be construed both conjunctively and disjunctively and each shall include the other whenever such construction will serve to bring within the scope of these discovery requests any information that would not otherwise be brought within their scope.
7. The singular as used herein shall include the plural and the masculine gender shall include the feminine and the neuter.
8. "Identify" or "identifying" or "identification" when used in reference to a person other than a natural person means to state: the full name of the person and any names under which it conducts business; the present or last known address of the person; and, the present or last known telephone number of the person.
9. "Identify" or "identifying" or "identification" when used in reference to a person other than a natural person means to state: the full name of the person and any names under which it conducts business; the present or last known address of the person; and, the present or last known telephone number of the person.
10. "Identify" or "identifying" or "identification" when used in reference to a document means to provide with respect to each document requested to be identified by these discovery requests a description of the document that is sufficient for purposes of a request to produce or a subpoena duces tecum, including the following:
 - a. the type of document (e.g., letter, memorandum, etc.);
 - b. the date of the document; the title or label of the document;
 - c. the Bates number or other identifier used to number the document for use in litigation;

- d. the identity of the originator;
 - e. the identity of each person to whom it was sent;
 - f. the identity of each person to whom a copy or copies were sent;
 - g. a summary of the contents of the document;
 - h. the name and last known address of each person who presently has possession, custody or control of the document;
 - i. if any such document was, but is no longer, in your possession, custody or control or is no longer in existence, state whether it: (1) is missing or lost; (2) has been destroyed; or (3) has been transferred voluntarily or involuntarily, and if so, state the circumstances surrounding the authorization for each such disposition and the date of such disposition.
11. "Identify", "identifying" or identity" when used in reference to a communications means to state the date of communications, whether the communication was written or oral, the identity of all parties and witnesses to the communication, the substance of what was said and/or transpired and, if written, the identity of the document(s) containing or referring to the communication.

INSTRUCTIONS

1. If you contend that any response to any data request may be withheld under the attorney-client privilege, the attorney work product doctrine or any other privilege or basis, please state the following with respect to each such response in order to explain the basis for the claim of privilege and to permit adjudication of the propriety of that claim;

- a) the privilege asserted and its basis.
 - b) the nature of the information withheld;
 - c) the subject matter of the document, except to the extent that you claim it is privileged.
2. These data requests are to be answered with reference to all information in your possession, custody or control or reasonably available to you. These discovery requests are intended to include requests for information, which is physically within your possession, custody or control as well as in the possession, custody or control of your agents, attorneys, or other third parties from which such documents may be obtained.
3. If any data request cannot be responded to or answered in full, answer to the extent possible and specify the reasons for your inability to answer fully.
4. These data requests are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these interrogatories subsequently become known.
5. For each data request, provide the name of the company witness(es) or employee(s) responsible for compiling and providing the information contained in each answer.

**GEORGIA PUBLIC SERVICE COMMISSION STAFF'S
FIRST SET OF DATA REQUESTS TO GLOBAL CONNECTION INC. OF AMERICA
D/B/A STAND UP WIRELESS**

DOCKET NO. 33600

July 2, 2012

STF 1-1: On p. 12 of the Company's Application for Designation as Eligible Telecommunications Carrier, the Company states, "Stand Up Wireless will provide equal access to long distance carrier, *to the extent to which it is able to do so.*" [emphasis added]. Please confirm whether the company is able to provide equal access.

The Company is able to provide equal access.

STF 1-2: Please identify the underlying carrier or carriers utilized by the Company for the provision of service.

Global Connection Inc. of America d/b/a StandUP Wireless service operates on the Sprint Network and the Verizon Wireless network through our MVNO (mobile virtual network operator) vendors agreements with both Boomerang Wireless, LLC d/b/a Ready Mobile and Ready Wireless, LLC.

STF 1-3: Please provide an Excel spreadsheet listing the code for each wire center (e.g., "ACWOGAMA") and the ILEC associated with each wire center that the Company is requesting.

Please see the EXCEL spreadsheet titled "WIRECENTER CODES", attached hereto as Exhibit 1-3.

STF 1-4: Please provide a Georgia-specific customer application form. The form should include (a) the eligibility criteria adopted by the GPSC in Commission Rule 515-12-1-.35, and (b) the following language: "Complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-282-5813."

Please see the Georgia-specific customer application form attached hereto as Exhibit 1-4.

STF 1-5: Please provide a Georgia-specific eligibility verification form (if different from the application form) to be used for the Company's annual verification of its Lifeline customers' eligibility. The form should include (a) the eligibility criteria adopted by the GPSC in Commission Rule 515-12-1-.35, and (b) the following language: "Complaints concerning Lifeline service can be directed to the Georgia

Public Service Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-282-5813."

Please see the Georgia-specific customer application form attached hereto as Exhibit 1-4.

STF 1-6: Please provide a Georgia-specific advertisement which includes (a) information that indicates the Lifeline plan that offers the greatest number of minutes and (b) the following language: "Complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-282-5813."

Please see the Georgia-specific advertisement attached hereto as Exhibit 1-6.

STF 1-7: Please state whether the Company will agree to offer additional minutes at a cost not to exceed \$0.10 per minute.

The Company will agree to offer additional minutes at a cost not to exceed \$0.10 per minute.

STF 1-8: Please identify any non-recurring charges incurred by Lifeline customers.

There are no non-recurring charges incurred by Lifeline customers.

STF 1-9: Please state whether the Company will agree to not decrement minutes for calls to customer service for any rate plan.

Yes, the Company will agree to not decrement minutes for calls to customer service for any rate plan.

STF 1-10: Please provide an income statement and balance sheet for the most recent period.

Please see the income statement and balance sheet attached as Exhibit 1-10.

STF 1-11: Please provide the Company's total number of customers broken down by wireline/ wireless and Lifeline/ non-Lifeline.

The Company's total customers in Georgia are comprised of the following:

Wireline non-lifeline = 423

Wireline lifeline = 5118

Wireless non-lifeline = 0

Wireless lifeline = 0

STF 1-12: Please provide evidence that the Company has registered the trade name "Stand Up Wireless" with the clerk of the Superior Court of the county where the business is principally located, pursuant to O.C.G.A. § 10-1-490.

Please see the attached Exhibit 1-12.

STF 1-13: Please provide an amended Paragraph 23 of the Terms and Conditions of Service that states as follows (No changes are proposed for the portions of Paragraph 23 that are not set forth below):

BINDING ARBITRATION AND RESOLUTION BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION. 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 STAND UP WIRELESS PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION OR PROCEEDINGS BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. YOU MAINTAIN YOUR RIGHT TO FILE A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION REGARDING THE SERVICE PROVIDED AND/OR CHARGES IMPOSED BY GLOBAL CONNECTION. NOTHING IN THIS PARAGRAPH OR THIS AGREEMENT IN ANY WAY ELIMINATES OR ABRIDGES THAT RIGHT. This provision is intended . . . All claims, except those excluded above, will be resolved by binding arbitration where permitted by law, or by filing or registering a complaint with the Georgia Public Service Commission. . . In the event that you choose to pursue your complaint through arbitration instead of before the Georgia Public Service Commission, all issues are for the arbitrator to decide, . . . 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 STAND UP WIRELESS and You agree otherwise, the location of any arbitration shall be Miami, Florida. Except where prohibited by law, STAND UP 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.

Please see the attached Exhibit 1-13.

STF 1-14: Please select a location within the State of Georgia for any arbitration proceedings and amend Paragraph 23 of the Terms and Conditions of Service accordingly.

AAA Atlanta office, 2200 Century Parkway, Suite 300, Atlanta, GA 30345

Please see the attached Exhibit 1-13.

EXHIBIT 1-3

City	Wire Center Code CLLI	ILEC
Acworth	ACWOGAMA	AT&T
Adairsville	AIVLGAMA	AT&T
Albany	ALBYGAMA	AT&T
Alpharetta	ALPRGAMA	AT&T
Americus	AMRCGAMA	AT&T
Appling	APNGGAES	AT&T
Arlington	ARTNGAES	AT&T
Athens	ATHNGAMA	AT&T
Atlanta	ATLNGAAD	AT&T
	ATLNGABH	AT&T
	ATLNGABU	AT&T
	ATLNGACD	AT&T
	ATLNGACS	AT&T
	ATLNGAGR	AT&T
	ATLNGAHR	AT&T
	ATLNGALA	AT&T
	ATLNGAPP	AT&T
	ATLNGASS	AT&T
	ATLNGATH	AT&T
	ATLNGAWD	AT&T
	ATLNGAWE	AT&T
Augusta	AGSTGAMT	AT&T
Austell	ASTLGAMA	AT&T
Baconton	BCTNGAMA	AT&T
Bainbridge	BNBRGAMA	AT&T
Barnesville	BRVIGAMA	AT&T
Baxley	BXLYGAES	AT&T
Blackshear	BLCSGAES	AT&T
Bogart-Statham	BGRTGAMA	AT&T
Bowdon	BWDNGAMA	AT&T
Bremen	BRMNGAES	AT&T
Brunswick	BRWKGAMA	AT&T
Buchanan	BCHNGAES	AT&T
Buford	BUFRGABH	AT&T
Calhoun	CLHNGAES	AT&T
Camilla	CMLLGAMA	AT&T
Carrollton	CRTNGAMA	AT&T
Cartersville	CRVLGAMA	AT&T
Cave Spring	CVSPGAMA	AT&T
Cedartown	CDTWGAMA	AT&T
Chamblee	CHMBGAMA	AT&T
Claxton	CXTNGAMA	AT&T
Clermont	CLMTGAMA	AT&T
Cochran	CCHRGAMA	AT&T
Colquitt	CLQTGAES	AT&T

Columbus	CLMBGAMT	AT&T
Concord	CNCRGAMA	AT&T
Conyers	CNYRGAMA	AT&T
Cordele	CORDGAMA	AT&T
Covington	CVTNGAMT	AT&T
Cumming	CMNGGAMA	AT&T
Cusseta	CSSTGAMA	AT&T
Dallas	DLLSGAES	AT&T
Douglasville	DGVLGAMA	AT&T
Dublin	DBLNGAMA	AT&T
Duluth	DLTHGAHS	AT&T
Eastman	ESMNGAES	AT&T
Eatonton	ETTNGAES	AT&T
Elberton	EBTNGAMA	AT&T
Fairburn	FRBNGAEB	AT&T
Fayetteville	FYVLGASG	AT&T
Flowery Branch	FLBRGAMA	AT&T
Forsyth	FRSYGAMA	AT&T
Fort Valley	FTVYGAMA	AT&T
Franklin	FKLNGAMA	AT&T
Gainesville	GSVLGAMA	AT&T
Gay	GAY-GAMA	AT&T
Gibson	GBSNGAES	AT&T
Grantville	GTVLGAMA	AT&T
Greensboro	GNBOGAES	AT&T
Greenville	GNVLGAMA	AT&T
Griffin	GRFNGAMA	AT&T
Hamilton	HMTNGAMA	AT&T
Hampton	HMPNGAJW	AT&T
Harlem	HRLMGAMA	AT&T
Hazelhurst	HZLHGAMA	AT&T
Hephzibah	HPHZGAES	AT&T
Hogansville	HGVLGAMA	AT&T
Jackson	JCSNGAMA	AT&T
Jekyll Island	JKISGAMA	AT&T
Jesup	JESPGAES	AT&T
Johnson Corner	JHCRGAES	AT&T
Jonesboro	JNBOGAMA	AT&T
Kingston	KGTNGAMA	AT&T
LaGrange	LGRNGAMA	AT&T
Lake Park	LKPKGAMA	AT&T
Lawrenceville	LRVLGAOS	AT&T
Leary	LERYGAMA	AT&T
Leesburg	LSBGGAMA	AT&T
Lithonia	LTHNGAJS	AT&T
Loganville	LGVLGACS	AT&T
Louisville	LSVLGAMA	AT&T

Lula	LULAGAMA	AT&T
Lumber City	LMCYGAMA	AT&T
Lumpkin	LMKNGAMA	AT&T
Luthersville	LTVLGACS	AT&T
Lyons	LYNSGAMA	AT&T
Macon	MACNGAMT	AT&T
Madison	MDSNGAMA	AT&T
Marietta	MRTTGAMA	AT&T
McCaysville	CRHLTNCB	AT&T
McDonough	MCDNGAGS	AT&T
Millen	MLLNGAMA	AT&T
Monticello	MNTIGAMA	AT&T
Newnan	NWNNGAMA	AT&T
Newton	NWTNGAHD	AT&T
Norcross	GRFNGAMA	AT&T
Palmetto	PLMTGAMA	AT&T
Panola	PANLGAMA	AT&T
Pelham	PLHMGAMA	AT&T
Pine Mountain	PNMTGAMA	AT&T
Pooler	POLRGAMA	AT&T
Powder Springs	PWSPGAAS	AT&T
Richland	RCLDGAMA	AT&T
Rockmart	RCKMGAES	AT&T
Rome	ROMEGATL	AT&T
Roopville	RPVLGAMA	AT&T
Rossville	CHTGTNRO	AT&T
Roswell	RSWLGAMA	AT&T
Royston	RYTNGAMA	AT&T
Rutledge	RTLGGAMA	AT&T
Sandersville	SNVLGAES	AT&T
Tennille	SNVLGAES	AT&T
Sardis	SRDSGAES	AT&T
Savannah	SVNHGABS	AT&T
	SVNHGADE	AT&T
	SVNHGAGC	AT&T
	SVNHGAWB	AT&T
	SVNHGAWI	AT&T
Senoia	SENOGAMA	AT&T
Smithville	SMVLGAMA	AT&T
Smyrna	SMYRGAMA	AT&T
Social Circle	CVTNGAMT	AT&T
Sparks	SPRKGAMA	AT&T
Sparta	SPRTGAMA	AT&T
St. Simons Island	SSISGAES	AT&T
Stockbridge	STBRGANH	AT&T
Stone Mountain	SNMTGALR	AT&T
Swainsboro	SWBOGAES	AT&T

Sylvester	SYLVGAES	AT&T
Tallapoosa	TLLPGAES	AT&T
Temple	TMPLGAMA	AT&T
Tennga	BNTNTNMT	AT&T
Thomasville	THVLGAMA	AT&T
Thomson	THSNGAMA	AT&T
Tifton	TFTNGAMA	AT&T
Tucker	TUKRGAMA	AT&T
Tybee Island	TBISGAMA	AT&T
Valdosta	VLD SGAMA	AT&T
Vidalia	VDALGAMA	AT&T
Villa Rica	VLRCGAES	AT&T
Wadley	WDLYGAMA	AT&T
Warner Robins	WRRBGAMA	AT&T
Warrenton	WRTNGAMA	AT&T
Watkinsville	WTVLGAES	AT&T
Waycross	WYCRGAMA	AT&T
Waynesboro	WYBOGAES	AT&T
Woodbury	WDBYGAES	AT&T
Woodstock	WDSTGACR	AT&T
Wrens	WRNSGAMA	AT&T
Wrightville	WGV LGAES	AT&T
Zebulon	ZBLNGAMA	AT&T

EXHIBIT 1-4

**Global Connection Inc. of America
D/B/A StandUP Wireless**

Tel: 1-800-544-4441 • Fax: 1-888-647-1499
P.O. Box 48269 Atlanta, GA 30362-1269

**StandUP
WIRELESS**

**WIRELESS LIFELINE SERVICE
APPLICATION AND CERTIFICATION
GEORGIA**

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Global Connection Inc. of America D/B/A StandUP Wireless ("the Company's") Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household 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. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☐ I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.

Customer eligibility certification: I hereby certify that I participate in at least one of the following programs (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> National School Lunch Program's free lunch program |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) | |

Complaints concerning Lifeline service can be directed to the Georgia Public Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-282-5813

First Name _____ Middle Name _____ Last Name _____

Date of Birth: Month: _____ Day: _____ Year: _____ Last Four Digits of Social Security Number or Tribal ID Number: _____

If Qualifying for Lifeline by Income, number of Individuals in Household: _____ Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient) Address is (choose one): ☐ Permanent ☐ Temporary Contact Number _____

Number: _____ Apt: _____ Street: _____ City: _____ State: _____ Zip Code: _____

Billing Address (if different from Residential Address) (P.O. Box IS sufficient) _____ Email: _____

Number: _____ Apt: _____ Street: _____ City: _____ State: _____ Zip Code: _____

Multiple households sharing an address:

☐ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and **you must personally activate it by calling 1.877.283.3890. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company.** If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☐ I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.

Authorizations:

☐ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

Additional certifications. I hereby certify, under penalty of perjury, that (Check the box next to each line):

- ☐ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ☐ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ☐ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ☐ The address listed below is my primary residence, not a second home or business
- ☐ If I move to a new address, I will provide that new address to the Company within 30 days
- ☐ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ☐ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ☐ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature: _____

Date: _____

FOR AGENT USE ONLY (check the appropriate boxes for the proof of eligibility viewed; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

- | | | |
|--|--|---|
| <input type="checkbox"/> The prior year's state, federal, or Tribal tax return, | <input type="checkbox"/> A Veterans Administration statement of benefits, | <input type="checkbox"/> Federal or Tribal notice letter of participation in General Assistance, or |
| <input type="checkbox"/> Current income statement from an employer or paycheck stub, | <input type="checkbox"/> A retirement/pension statement of benefits | <input type="checkbox"/> A divorce decree, child support award, or other official document |
| <input type="checkbox"/> A Social Security statement of benefits, | <input type="checkbox"/> An Unemployment/Workmen's Compensation statement of benefits, | containing income information for at least three months time. |

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)

- ☐ National School Lunch Program's free lunch program
- ☐ Food Distribution Program on Indian Reservations (FDPIR)
- ☐ Bureau of Indian Affairs General Assistance (BIA)
- ☐ Tribally Administered TANF (TATNF)
- ☐ Head Start (meeting income qualifying standards)
- ☐ State Program 1 ☐ State Program 2

List B - Choose 1:

- ☐ Program participation card/document
- ☐ Prior year's statement of benefits
- ☐ Notice letter of participation
- ☐ Other official document evidencing participation _____

Applicant Account Number: _____

Agent/Dealer Number: _____

EXHIBIT 1-6

WIRELESS FLYER - FRONT

FREE
CELL PHONE
FREE MINUTES & TEXTS

See reverse for more info!

250
MINUTES

EACH MONTH.
EVERY MONTH.

ALL qualifying customers get:
FREE Cell Phone
& Activation

1.800.544.4441
www.StandUpWireless.com

StandUp
WIRELESS

Complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-282-5813.

WIRELESS FLYER - FRONT2

FREE
CELL PHONE
FREE MINUTES & TEXTS

See reverse for more info!

100
ANYTIME MINUTES
100
TEXT MESSAGES

EACH MONTH.
EVERY MONTH.
WITH ROLLOVER

ALL qualifying customers get:
FREE Cell Phone
& Activation

1.800.544.4441
www.StandUpWireless.com

StandUp
WIRELESS

Complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-282-5813.

WIRELESS FLYER - BACK

FREE
CELL PHONE
FREE MINUTES & TEXTS

See reverse for more info!

1.800.544.4441
www.StandUpWireless.com

StandUp
WIRELESS

IMPORTANT LIFELINE WIRELESS SERVICE INFORMATION:

Lifeline is a government assistance program. **Only one Lifeline service is available per household.** A violation of the one-per-household limitation constitutes a violation of the Federal Communication Commission's rules and will result in your de-enrollment from the program. **Your household is not permitted to receive multiple Lifeline benefits** whether they be from one or multiple companies. This includes wireline and wireless services. **Lifeline is a non-transferable benefit.** You may not transfer your benefit to any other person. **You must activate your service.** You must use your phone to continue to receive service. Should you not use your service for 60 days you will be de-enrolled. **Lifeline is a federal benefit.** Willingly making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. **Proof of eligibility is required and only eligible customers may enroll. Proof may consist of eligible program card or statement of benefits.**

Global Connection Inc. of America

EXHIBIT 1-10

Financial Information

**Confidential Information
Not for Public Disclosure**

EXHIBIT 1-12

GWINNETT COUNTY
SUPERIOR CIVIL COURT

Number: 66455

03-10-11

12:39 pm

From: GLOBAL CONNECTIONS INC OF AMERICA

Check

T 11-T-00194
STAND UP WIRELESS

Trade Name Registration	\$161.00

File Total:	\$161.00

GORSLIDA

\$40.00 Legal Pub Fee Received DG.

RECEIVED MAR 14 2011

BOOK 117
PAGE 00194

**GWINNETT SUPERIOR COURT
TRADE NAME REGISTRATION**

PERSONALLY APPEARED THE UNDERSIGNED WHO ON OATH DEPOSES AND SAYS

THAT:

* Global Connection Inc. of America
(name of proprietor or corporate name if corporation)

* 5555 Oakbrook Parkway, Suite 620, Norcross, GA 30093
(address of proprietor or parent corporation)

and

* _____
(name of second proprietor or corporation if any)

* _____
(address)

TOM LAWLER, CLERK

11 MAR 10 PM 12:38

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY GA

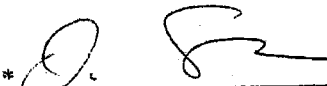
IS/ARE DOING BUSINESS IN GWINNETT COUNTY, GEORGIA UNDER THE NAME OF:

TRADE NAME: * STAND UP WIRELESS

* _____
(trade name address in Gwinnett County)

and that the nature of the business to be carried on at such address is

* telecommunication services

* 
(signature of person making declaration)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 8th DAY OF March, 2011

FEES: \$161.00 FILING FEE TO CLERK SUPERIOR COURT
\$40.00 PUBLICATION FEE TO GWINNETT DAILY POST


NOTARY PUBLIC OR DEPUTY CLERK

REVISED 6-04

ANGELA C BRIGGS
Notary Public, Gwinnett County, Ga
My Commission Expires December 3, 2013

BOOK 117
PAGE 00194

**GWINNETT SUPERIOR COURT
TRADE NAME REGISTRATION**

PERSONALLY APPEARED THE UNDERSIGNED WHO ON OATH DEPOSES AND SAYS

THAT:

* Global Connection Inc. of America

(name of proprietor or corporate name if corporation)

* 5555 Oakbrook Parkway, Suite 620, Norcross, GA 30093

(address of proprietor or parent corporation)

and

*

(name of second proprietor or corporation if any)

*

(address)

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
11 MAR 10 PM 12:38
TOM LAWLER, CLERK

IS/ARE DOING BUSINESS IN GWINNETT COUNTY, GEORGIA UNDER THE NAME OF:


TRADENAME: * STAND UP WIRELESS

*

(tradename address in Gwinnett County)

and that the nature of the business to be carried on at such address is

* telecommunication services

* 
(signature of person making declaration)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 8th DAY OF March, 2011

FEES: \$161.00 FILING FEE TO CLERK SUPERIOR COURT
\$40.00 PUBLICATION FEE TO GWINNETT DAILY POST


NOTARY PUBLIC OR DEPUTY CLERK

REVISED 6-04

ANGELA C BRIGGS
Notary Public, Gwinnett County, Ga
My Commission Expires December 3, 2013

EXHIBIT 1-13



Please read these StandUP Wireless ("StandUP") Lifeline Program Terms and Conditions of Service carefully. StandUP is a service of Global Connection Inc. of America ("GLOBAL"). These StandUP Lifeline Program Terms and Conditions of Service are a legally binding agreement between You and GLOBAL and become effective upon activation of a StandUP Lifeline phone or using Your StandUP Lifeline phone after You make a change to Your account. These terms and conditions contain important information about Your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial. GLOBAL reserves the right to change or modify any of these StandUP Lifeline Program Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these StandUP Lifeline Program Terms and Conditions of Service will be binding upon You once posted on the StandUP website at www.StandUPWireless.com. You should check the StandUP website regularly for updates to these terms and conditions.

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

1. STANDUP LIFELINE PROGRAM INTRODUCTION

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

Federal law limits the availability of the StandUP Program to **one (1)** enrollment per "household" and only the "head of household" may apply. The StandUP Program permits only **one (1)** Lifeline benefit per household, whether landline or wireless phone, and no person currently living in the household may receive Lifeline benefits from any other Lifeline program. Applicants for the StandUP Program must complete an application form and provide supporting documentation that they meet the eligibility requirements certifying under penalty of perjury, that:

Lifeline is a government assistance program. Only one Lifeline service is available per household. A violation of the one-per-household limitation constitutes a violation of the Federal Communication Commission's rules and will result in your de-enrollment from the program. Your household is not permitted to receive multiple Lifeline benefits whether they be from one or multiple companies. This includes wireline and wireless services. Lifeline is a non-transferable benefit. You may not transfer your benefit to any other person. You must activate your service. You must use your phone to continue to receive service. Should you not use your service for 60 days you will be de-enrolled. Lifeline is a federal benefit. Willingly making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Proof of eligibility is required and only eligible customers may enroll. Proof may consist of eligible program card or statement of benefits.

Applicants who qualify and are enrolled in the StandUP Program will receive a free cellular phone provided by StandUP with a free allotment of airtime minutes each month for up to twelve (12) Monthly Service Periods. Qualified applicants may, at their discretion, choose plans with additional minutes at a subsidized rate. StandUP will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the StandUP Program. The monthly airtime minutes provided by the StandUP Program may vary from state to state as described in either this document or in official tariff filings on file with Your state Public Service Commission or Public Utility Commission or other agency administering the StandUP Program in Your state. Please call StandUP at 1-800-544-4441 or 611 from your StandUP phone or visit our website at www.StandUPWireless.com for further information.

Applicants who do not meet the eligibility requirements will receive notification of the reason for their non-eligibility. Upon enrollment in the StandUP Program, You will be qualified to participate for up to twelve (12) Monthly Service Periods. To continue Your enrollment in the StandUP Program after the initial year, You must verify annually that You are qualified for continued enrollment in the StandUP Program as required by Your state Public Service Commission, Public Utility Commission or other agency administering the StandUP Program in Your state. If GLOBAL determines during its verification drive, or at any other time, that a customer fails to continue to qualify for the StandUP Program, such customer will immediately be deemed ineligible to participate in the StandUP Program, will be de-enrolled from the StandUP Program and will no longer receive the free or subsidized monthly minutes. StandUP Customers who are no longer eligible (for any reason) for enrollment in the StandUP Program must immediately notify StandUP that they no longer meet the eligibility requirements for enrollment. A StandUP Program customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

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

2. ACTIVATION AND USE OF YOUR STANDUP PHONE

Upon enrollment in the StandUP Program, You will receive a StandUP phone delivered to Your home address noted in the application. You must accept the StandUP telephone number assigned to Your StandUP phone at the time of activation and You will acquire no proprietary interest in any number assigned to You. The number assigned to Your StandUP phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of Your phone. You may not select a number to be assigned to Your StandUP phone. Your StandUP phone can only be used through GLOBAL, and cannot be activated with any other wireless or cellular service. StandUP will at its sole discretion provide a new or refurbished phone of

model and features of StandUP choosing. StandUP Services are provided at GLOBAL'S discretion. Some functions and features referenced in the Manufacturer's manual may not be available on Your StandUP handset. GLOBAL may modify or cancel any StandUP Service or take corrective action at any time without prior notice and for any reason, including but not limited to Your violation of these terms and conditions of service. You must activate the phone per the instructions supplied.

3. MONTHLY SERVICE PERIOD AND MONTHLY SERVICE END DATE

Monthly Service Period: The period in which usage of Your service is authorized lasting for a period of one (1) month beginning on (i) the date Your StandUP account became active; (ii) the date You placed or received the initial airtime transaction on Your StandUP account; (iii) the receipt of the monthly allotment of StandUP plan airtime minutes; (iv) the purchase or addition of StandUP airtime minutes, or (v) the date You were determined to be eligible for the StandUP plan, whichever can be conclusively determined by StandUP at its sole discretion, and concluding on Your Monthly Service End Date. Plan airtime minutes and SMS text messages will be added to your account on the first day of each Service Period.

Monthly Service End Date: The last day of Your StandUP Monthly Service Period, occurring one (1) month from the start of your Monthly Service Period. Plan airtime minutes and messages remaining on Your StandUP account do not expire if You elected to be on a rollover plan and as long as Your StandUP account remains active and at least one airtime transaction occurs during a consecutive sixty (60) day period. An Airtime transaction can include, but is not limited to, per minute voice cellular call. Service End Date can be calculated from (i) the date Your StandUP account became active; (ii) the date You placed or received the initial airtime transaction on Your StandUP account; (iii) the receipt of the monthly allotment of StandUP plan airtime minutes; (iv) the purchase or addition of a StandUP airtime card, or (v) the date You were determined to be eligible for the StandUP plan, whichever can be conclusively determined by StandUP at its sole discretion.

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

While You are enrolled in the StandUP Program, You will receive a monthly allotment of airtime minutes and SMS text messages as provided for the StandUP Program approved in Your state and the minute Plan that You select. Airtime minutes and text messages will be added on the first day of your Monthly Service Period. StandUP airtime is issued in minute increments. Minutes are deducted from the StandUP phone at a rate of one (1) minute per minute or partial minute of use. There is no additional charge for nationwide long distance. The StandUP 100 Plan provides a predetermined number of free airtime minutes and text messages. StandUP offers three (3) additional plans allowing customers to increase their provided monthly airtime minutes and SMS text messages for a reduced monthly fee. Each plan offers different benefits, features and carryover options and pricing. The four (4) Plans that are currently available are:

Plan Name ¹	Voice Minutes Included in Plan	SMS Messages Included in Plan	Unused Minutes Rollover	Unused SMS Rollover	Voicemail Caller ID Call Waiting	Nationwide Long Distance Included	Cost per Month ²
StandUP 100	100	100	Yes	Yes	Yes	Yes	FREE
StandUP 500	500	500	No	No	Yes	Yes	\$14.95
StandUP1000	1000	1000	No	No	Yes	Yes	\$29.95
StandUP Unlimited ³	Unlimited	1000	No	No	Yes	Yes	\$34.95

- ¹ Plan availability depends upon your state of residence. Not all plans are available in all states. Visit www.StandUPwireless.com or call 1-800-544-4441.
- ² Stated pricing for our service options do not include applicable state, federal and local taxes and surcharges.
- ³ StandUP Unlimited Plan airtime minutes are provided solely for the personal use of the StandUP Program participants. As such, excessive usage may be deemed to be outside of this scope and subject to suspension. The typical unlimited wireless customer will use approximately 1500-2000 monthly minutes. StandUP Program participants exceeding this standard may be subject to downgrade from the StandUP Unlimited Plan to an alternate plan.

Use of Services and Equipment

Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. StandUP service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. This service may not be used in a manner that interferes with other StandUP customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other Ready Mobile customers. Atypical usage of this type suggests that a mobile phone is being used for other than personal usage and in violation of the StandUP Terms of Service. Services are strictly for live dialog between individuals. Services may not be used for monitoring services, data transmissions or other connections that do not consist of live dialog between two individuals. StandUP Unlimited service is not intended to be used for high volume business applications. You may not resell or lease Services or equipment to anyone. Services are available within the operating range of the StandUP Coverage Area. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your StandUP phone will not accept the services of any wireless provider other than StandUP.

Plan Selection and Changes

New StandUP customers must choose a plan upon enrollment. If the customer selects a Premium (non-FREE plan including StandUP 500, 1000 or Unlimited), payment must be made directly to StandUP via enrollment with a valid credit or prepaid debit card. To learn which types of cards are acceptable for enrollment in Auto Pay, please contact StandUP. Existing StandUP customers who wish to switch plans may do so at www.StandUPWireless.com or by calling 1-800-544-4441 or 611 from your StandUP phone. Existing customers cannot change plans for the current Monthly Service Period however customers may request changes for subsequent Monthly Service Periods. Requests to change to a Premium plan must be done and any payment received by StandUP two (2) days prior to the Service End Date. Changes and payment received less than two (2) days prior Service End Date will be put into effect the Monthly Service Period following the upcoming Monthly Service Period. All plan payments are final and non-refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge. StandUP will not provide refunds for unused airtime minutes or SMS messages.

Plan Payment Terms

StandUP customers who select one of the three (3) Premium plans must make payment via Auto Pay enrollment for their upcoming Monthly Service Period two (2) days prior Service End Date. Customers who fail to make payment prior to the deadline will be automatically changed to the free StandUP 100 plan with 100 free airtime minutes and 100 free SMS text messages for the subsequent Monthly Service Period.

Plan Usage Terms

Airtime minutes will be deducted for all time during which Your StandUP phone is connected to, or using, the wireless system. Use of a wireless system typically begins when You press the "send," "call" or other key to initiate or answer a call and does not end until You press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers, 411, and to access Your voice mail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) airtime minutes will be deducted for each call. Airtime minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no airtime remaining. For outbound calls, You may be charged airtime for incomplete and/or busy-no answer calls. Customer Care can be reached from your StandUP phone by dialing 611. Airtime is not deducted by contacting customer care via your StandUP Wireless phone by calling 611. Calls to other StandUP numbers, including local and toll free numbers, will utilize your available airtime minutes, however. SMS Text messages will be deducted for each SMS message sent by and received by Your StandUP phone regardless of the origin or destination of the text message and regardless of whether the recipient received the message in the case of messages originating from Your StandUP handset. Occasionally, StandUP may send SMS messages to Your handset, including but not limited to payment reminders and special offers. All messages sent to Your handset by StandUP will not deduct from Your message pool. No credit or refund is given for dropped calls or undelivered text messages. You will not be able to make / receive calls or send / receive SMS text messages when You are located outside of the 50 United States or outside the StandUP coverage area. Plan minutes and text, including roll over will be utilized prior to any purchased airtime credits.

Rollover Airtime Minutes and SMS Text Messages

Customers selecting the StandUP 100 plan will have any unused airtime minutes and SMS text messages roll over to the next Monthly Service Period. Any minutes or messages that roll over from Monthly Service Period to Monthly Service Period will expire after twelve (12) months or the end of your eligibility period, whichever comes first. Rollover Airtime minutes and text messages will be depleted after plan minutes have been exhausted for your current Monthly Service Period. Rollover Airtime minutes and messages will be depleted by expiration date, with units nearest to expiration being utilized first.

Plan Overages

With the exception of 911 calls, voice calls will not be able to be made or received once Your pool of available airtime minutes falls below three (3) minutes. Should Your pool of minutes be exhausted while on a current voice call, StandUP may at its sole discretion terminate the call. From time to time, StandUP may allow, at its sole discretion, the call to continue, deducting any overage minutes from Your upcoming Monthly Service Period pool allocation. Similarly, SMS text messages will not be able to be sent or received once Your pool of available SMS text messages has been exhausted or once your available airtime minutes falls below three (3). If, in any given billing period, You should exceed Your total available SMS messages, STANDUP may at its sole discretion deduct any overage SMS text messages from Your upcoming Monthly Service Period pool allocation.

If You exhaust Your available airtime minutes, SMS text messages or both during Your billing period You may purchase and add additional credits for use in both voice calls and SMS text messages. Please see ADDING AIRTIME CREDITS below for guidelines regarding adding additional airtime credits to Your StandUP phone.

Refunds: All plan payments are final and non-refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge.

StandUP will not provide refunds for unused airtime minutes or SMS messages.

Standard Rate per Minute: The standard rate per minute of airtime is \$0.125. This will be the rate that is used in calculating depletion of minutes due to use of fee based services including, but not limited to directory assistance.

5. TEXT MESSAGING AND DATA SERVICES

All plans include allocations for SMS Text Messages. These allocations are independent of Your airtime minutes and usage does not reduce Your available airtime minutes. Each message is limited to 160 characters in length. You may use Your free monthly allotment of SMS Text Messages to send and/or receive text messages. Text messages sent to You by StandUP are free of charge. If You have exhausted Your free monthly allotment of text messages, You will need to purchase and redeem additional airtime credits in order to continue to send text messages and open incoming text. Please see ADDING AIRTIME CREDITS below for guidelines regarding adding additional text messages to Your StandUP phone. StandUP does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the StandUP Program.

Premium SMS: Please note that StandUP does not generally participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated "short code" or buying or attempting to buy SMS services from anyone other than StandUP. Premium SMS campaigns include activities such as casting a vote, expressing Your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it is a StandUP authorized campaign. Any text message You send to a "short code" will in all likelihood not go through. Any charges You may incur as a result of any attempts to participate in Premium SMS services or campaigns not authorized by StandUP are not refundable whether You incur charges as deductions from Your StandUP phone or from Your credit card.

Data Services: StandUP is not responsible providing Data Services. With existing StandUP phone models, subscribers are not able to download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services"). Data Services are not currently additional Services offered by StandUP.

6. ADDITIONAL SERVICES

Directory Assistance: Directory Assistance is available by dialing 411. The cost for directory assistance is \$1.25 per call plus standard airtime rates.

Voicemail: Voicemail is included with all StandUP Program plans. Customers may access voicemail directly through their handset or from any other telephone. Standard usage rates apply when accessing voicemail from Your StandUP handset.

Three Way Calling: Customers may originate three way calls per the manual instruction of their specific handset. Airtime minutes are deducted for each leg of the three way call.

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

Call Waiting: All StandUP subscribers receive call waiting. Standard usage rates apply for all simultaneous calls received through call waiting.

Caller ID: Depending upon Your handset, Your phone may be enabled with Caller ID allowing You to view the origin number and/or name of the current caller. There are no additional charges associated with this service.

7. INTERNATIONAL CALLING

International calling is currently not available to StandUP customers, although it may be offered at some time in the future.

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

Customers on all plans may add additional Airtime Credits. These Credits may be used for minutes and SMS Messages. Credits may be purchased by calling 1-800-544-4441 or 611 from your StandUP phone or at www.StandUPWireless.com. Credits may also be purchased at any authorized StandUP payment center. All Airtime Credits purchased from StandUP, direct or through a third-party retailer, will expire ninety (90) days from date of purchase. Airtime Credits may be purchased in multiple denominations and customer may be subject to surcharge depending upon method of payment. All Airtime Credit sales are final and non-refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge. StandUP will not provide refunds for unused credits. Purchased airtime credits will be utilized after any available plan minutes or messages have been exhausted. Customers are responsible for paying any transaction fees and taxes that may be incurred in purchasing Airtime Credits, including but not limited to fees incurred for using proprietary payment networks such as MoneyGram or Western Union.

Promotional Airtime Credits: From time to time, StandUP may provide bonus Airtime Credits on credits purchased directly or through a third party. Additionally, StandUP may provide promotional credits for other activities including but not limited to referral rewards, on-time payment bonuses, etc. Any such bonus credits are not to be construed as an increase in Your plan minutes or text messages and will expire ninety (90) days upon issuance.

Airtime Credits Rate Schedule and Usage Parameters

The following table illustrates the rate schedule for purchasing additional Airtime Credits. Rates and denominations are subject to change and current guidelines will be posted at www.StandUPWireless.com.

Retail Price	Total Credits Provided	Credits per Nationwide Call Minute	Credits per SMS Text Message
\$5	40	1	1
\$10	100	1	1
\$20	250	1	1
\$30	500	1	1
\$50	1000	1	1

9. TAXES/SURCHARGES

Stated prices for our service options do not include certain taxes or surcharges. StandUP charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by geographic area. StandUP collects sales taxes on all direct transactions and, as applicable, regulatory fees. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for transactions that occur through such third party retailers. Taxes and fees are subject to change without notice.

10. BILLING

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

StandUP Wireless
P.O. Box 47747
Atlanta, GA 30362

Please allow 4-6 weeks for delivery.

11. PROGRAM END DATE, DEACTIVATION AND REACTIVATION

As a StandUP customer, You will receive twelve (12) months of service upon Your enrollment and activation in the StandUP Program and another twelve (12) months of service following each successful annual verification for Your continued program eligibility in the StandUP Program. If You fail to complete Your annual verification within 30 days of the required verification date, You will be de-enrolled from the StandUP Program. Upon de-enrollment from the StandUP Program, You will cease receiving the free monthly allotment of airtime. If You are de-enrolled, Your phone will remain active and You may continue to use Your phone so long as You have available airtime minutes and service days remaining on Your phone. You may purchase airtime and service days to keep Your phone service active. If You are de-enrolled from the StandUP Program and You allow Your remaining service days to expire or go "past due," Your phone service will be deactivated, You may lose Your unused minutes and You will lose Your wireless telephone number.

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

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

"No Usage" De-Enrollment and Deactivation: Regardless of the Program End Date, if You exceed 60 days without any Usage (as defined in this section), You will be de-enrolled from the StandUP Program. "Usage" is defined as any transaction including, but not limited to, making or receiving a call and adding airtime. Upon de-enrollment for non-usage, You will have up to a 30 day grace period to re-enroll in the StandUP Program by calling 1-800-544-4441.

12. OUR RIGHT TO TERMINATE YOUR STANDUP SERVICE

You agree not to give away, resell or offer to resell the StandUP Phone or Service provided by the StandUP Program. You also agree Your StandUP Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE STANDUP PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to

defraud us; (c) allow anyone to tamper with Your StandUP Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify Your device from its manufacturer's specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end Your service for any other operational or governmental reason. In addition to permanently terminating Your Service, criminal offenses (i.e., selling or giving away Your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

13. UNAUTHORIZED USAGE; TAMPERING

The StandUP handset is provided exclusively for use by You, the end consumer with the StandUP Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of Your StandUP handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of Your agreement with GLOBAL. You agree not to unlock, re-flash, tamper with or alter Your StandUP phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of Your StandUP phone or the Service, or assist others in such acts, or to sell and/or export StandUP handsets outside of the United States. These acts violate GLOBAL's rights and state and federal laws. Improper, illegal or unauthorized use of Your StandUP phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against You. GLOBAL will prosecute violators to the full extent of the law. You agree that any violation of this agreement through Your improper, illegal or unauthorized use or sale of Your StandUP phone shall entitle GLOBAL to recover liquidated damages from You in an amount of not less than \$5,000 per StandUP handset purchased, sold, acquired or used in violation of this agreement.

Some StandUP handsets may have SIM cards. If Your StandUP phone has a SIM card, then You agree to safeguard Your SIM card and not to allow any unauthorized person to use Your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, Your SIM card. You may not remove Your SIM Card from Your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of Your service and de-enrollment from the StandUP Program. The Carriers, GLOBAL, or its service providers, may, from time to time, remotely update or change the encoded information on Your SIM card. Your StandUP phone is restricted from operating when You are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by GLOBAL for which Your service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, You will not be entitled to receive any refunds for unused airtime.

14. COVERAGE MAPS AND ROAMING

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

15. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. 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. At anytime, GLOBAL reserves the right to substitute and/or replace any StandUP equipment (including handsets) with other StandUP equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular StandUP handset may not be available on Your phone. GLOBAL does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither GLOBAL, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, You should not use Your StandUP phone outside during a lightning storm. You should also unplug the StandUP phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

16. WARRANTY EXCHANGE AND LOST OR STOLEN PHONE POLICY

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

Exclusions and Conditions: This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Your limited warranty excludes all direct, indirect, incidental and/or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You. This limited warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

17. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU RECEIVE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

Lost or Stolen Phone Policy: For any lost or stolen StandUP phone, customer should contact StandUP at 1-800-544-4441 immediately to suspend the account. Customer is responsible for all usage, authorized or unauthorized that occurred between the time phone was lost and when it was reported to StandUP. The customer is responsible for all costs associated with replacement of the phone.