

EXHIBIT "A"

**Articles of Incorporation
And
Certificate of Good Standing**

STATE OF MISSOURI



Robin Carnahan
Secretary of State

**CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING**

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

GLOBAL CONNECTION INC. OF AMERICA

using in Missouri the name

**GLOBAL CONNECTION INCORPORATED OF AMERICA
F00588154**

a GEORGIA entity was created under the laws of this State on the 14th day of May, 2004, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 23rd day of March, 2011

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State



Secretary of State

Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr., Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9821083
EFFECTIVE DATE: 06/01/1998
COUNTY : DEKALB
REFERENCE : 0047
PRINT DATE : 06/03/1998
FORM NUMBER : 311

SAM ABDALLAH
3783 PRESIDENTIAL PKWY
SUITE 117
ATLANTA GA 30340

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

GLOBAL CONNECTION INC. OF AMERICA A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE

ARTICLES OF INCORPORATION
GLOBAL CONNECTION INC. OF AMERICA

ARTICLE I - NAME

The name of this Corporation is

GLOBAL CONNECTION INC. OF AMERICA

ARTICLE II - CAPITAL SHARES AUTHORIZED

The number of shares the corporation is authorized to issue is Five Thousand (5,000) of Common stock having a par value of One Dollar (\$1.00) each.

ARTICLE III - REGISTERED OFFICE

The street address of the initial registered office of the corporation is 3783 Presidential Pkwy., Suite 117, Atlanta, Georgia 30340, Dekalb County, Georgia, and the name of the initial registered agent of the corporation at such address is SAM ABDALLAH.

ARTICLE IV - INCORPORATOR

The name and address of the incorporator is:

SAM ABDALLAH
3783 Presidential Pkwy., Suite 117
ATLANTA, GEORGIA 30340

ARTICLE V - PRINCIPAL OFFICE

The mailing address of the initial principal office of the corporation is 3783 Presidential Pkwy., Suite 117, Atlanta, Georgia 30340

ARTICLE VI - INITIAL DIRECTORS AND OFFICERS

The names and address of the initial Directors and Officers are:

SAM ABDALLAH, Director & President
3783 Presidential Pkwy., Suite 117, Atlanta, Georgia 30340

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 15th day of May, 1998.


SAM ABDALLAH
Incorporator & Registered Agent

STATE OF GEORGIA
SECRETARY OF STATE



LEWIS A. MASSEY
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
Suite 315, West Tower, 2 Martin Luther King Jr., Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

CATHY COX
Assistant Secretary of State -
Operations

TRANSMITTAL INFORMATION
NEW GEORGIA PROFIT OR NONPROFIT CORPORATIONS

WARREN H. RARY
Director

DO NOT WRITE IN SHADED AREA - SOB USE ONLY

DOCKET #	991530534	PENDING CONTROL #	9231440	CONTROL #	9821023
Docket Code	311	Corporation Type	DP		
Date Filed	6/1/98	Amount Received \$	60	Check/Receipt #	4346
Jurisdiction (County) Code	44	DeKalb			
Examiner	47	Date Completed			

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.

1.	981341233	08/12/1998
	Corporate Name Reservation Number	Reservation Expiration Date
	GLOBAL CONNECTION INC. OF AMERICA	
	Corporate Name	

2.	SAM ABDALLAH	770-452-0066
	Applicant Attorney	Telephone Number
	2785 PRESIDENTIAL PKWY, SUITE 817	
	Address	
	ATLANTA	30340
	City	Zip Code
	GEORGIA	
	State	

3. NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)

1. This Transmittal Form.
2. The original and one copy of the Articles of Incorporation.
3. A filing fee of \$60.00 payable to Secretary of State. Filing fees are non-refundable.

NOTE: DO NOT submit this form if you are changing the name of an existing corporation.

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of Intent to Incorporate with a publishing fee of \$40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

Authorized Signature

Date

5.15.98

Registered agent, officer, entity status information is available on the internet.
VISIT US ON THE INTERNET AT THE ADDRESS LISTED BELOW.

<http://www.sos.state.ga.us>

EXHIBIT "B"

Wire Centers

ADRIAN
ADVANCE
AGENCY
ALTENBURG-FROHNA
ANTONIA
ARCHIE
ARGYLE
ARMSTRONG
ASH GROVE
BEAUFORT
BELL CITY
BENTON
BILLINGS
BISMARCK
BLOOMFIELD
BLOOMS DALE
BOONE TERRE
BOONVILLE
BOWLING GREEN
BROOKFIELD
CAMDENTON
CAMPBELL
CAPE GIRARDEAU
CARDWELL
CARL JUNCTION
CARROLLTON
CARTHAGE
CARUTHERSVILLE
CEDAR HILL
CENTER
CHAFFEE
CHARLESTON
CHESTERFIELD
CHILLICOTHE
CLARKSVILLE
CLEVER
CLIMAX SPRINGS
CREVE COEUR
DE KALB
DE SOTO
DEERING
DELTA
DEXTER
DOWNING
EAST PRAIRIE
EDINA
ELDON
ELSBERRY
ESSEX
EUREKA

FAYETTE
FENTON
FISK
FLAT RIVER
FRANKFORD
FREDERICKTOWN
FREEBURG FESTUS-
CRYSTAL CITY FULTON
GIDEON
GLASGOW
GRAIN VALLEY
GRAVOIS MILLS
GRAY SUMMIT
GREENWOOD
HANNIBAL
HARVESTER
HAYTI
HERCULANEUM-PEVELY
HIGBEE
HIGH RIDGE
HILLSBORO
HOLCOMB
HORNERSVILLE
IMPERIAL
JACKSON
JASPER
JOPLIN
KENNETT
KIRKSVILLE
KNOB NOSTER
LA MONTE
LAMAR
LANCASTER
LEADWOOD
LILBOURN
LINN
LAKE OZARK-OSAGE BEACH
LOCKWOOD
LOUISIANA
MACKS CREEK
MALDEN
MANCHESTER
MARBLE HILL
MARCELINE
MARIONVILLE
MARSHALL
MARSTON
MAXVILLE
META

MONETT
MONTGOMERY C
MOREHOUSE
NEOSHO
NEVADA
NEW MADRID
MEW FRANKLIN
OAK RIDGE OLD
APPLETON
ORAN
PACIFIC
PATTON
PAYNESVILLE
PERRYVILLE
PIERCECITY
POCOHONTAS-N
POND
POPLAR BLUFF
PORTAGEVILLE
PORTAGE DES S
PUXICO
OULIN
RICHMOND
RICHWOODS
RISCO
RUSHVILLE
SAN ANTONIO
SCOTT CITY
SEDALIA
SENATH
SIKESTON
SLATER
SMITHVILLE
ST CHARLES
ST CLAIR
ST JOSEPH
ST MARYS
STANBERRY
STE GENEVIEVE
TRENTON
TUSCUMBIA
UNION
VALLEY PARK
VERSAILLES
VIENNA
WALNUT GROVE
WARDELL
WARE
WASHINGTON
WEBB CITY

EXCELSIOR SPRINGS
FARLEY
FARMINGTON

MEXICO
MOBERLY

WELLSVILLE
WESTPHALIA
WYATT

KANSAS CITY METROPOLITAN
EXCHANGE

SPRINGFIELD METROPOLITAN
EXCHANGE

ST LOUIS METRO
EXCHANGE

EXHIBIT "D"

Wireless Marketing Materials and Enrollment Form

Finally, wireless service
you can afford.

StandUP
WIRELESS



TM

FREE! Cell Phone
FREE! Activation
FREE! Minutes
Every Month

StandUP WirelessTM
is a government supported
program that provides a free
cell phone and airtime each
month for income-eligible
customers.

Sign up for your
wireless phone service today

1.800.123.4567

www.StandUpWireless.com



Jack Straw drawn into Lockerbie release row

Jack Straw is being drawn into a row over the release of the Lockerbie bomber, it has emerged. The Foreign Secretary is expected to be asked to support the release of the bomber, who is believed to be the man who blew up the Pan Am jet in 1988.

Finally, wireless service you can afford.

StandUP WIRELESS

FREE! Cell Phone
FREE! Activation
FREE! Minutes Every Month

StandUP WirelessSM is a government supported program that provides a free cell phone and minutes each month for income eligible customers.

Sign up for your wireless phone service today
1.800.123.4567

www.StandUpWireless.com



Pole dancer stop the wild

A pole dancer has been charged with obscenity after performing in a strip club. The dancer, who is believed to be the man who blew up the Pan Am jet in 1988, is expected to be asked to support the release of the bomber.

A table for one, at home

SALES of single-serve cookware are soaring to cater for the record numbers of Britons living alone. Sales of single egg frying pans and tea pots which hold only one cup are up 140 per cent at Debenhams. 'Some of these pots and pans are so small that they wouldn't look out of place in a doll's house,' said store spokesman Steve Lightfoot. 'We also prepare smaller serving sizes of beans and soups.'

StandUP WIRELESS



Wireless Phone Service™

FREE!

- ▶ Cell Phone
- ▶ Activation
- ▶ 100 Minutes and texts Every Month

As a Georgia resident, if you receive government assistance you may be eligible to receive FREE Wireless Service from StandUP Wireless. StandUP Wireless is authorized by the Georgia Public Service Commission to provide eligible Georgia households with one (1) free wireless phone, including Free Minutes and Text Messages. If approved, you will receive:

Sign up for your wireless phone service today **1.800.123.4567** www.StandUpWireless.com



Lifeline Mobile Phone Application
In the State of Georgia
c/o GCIA
P.O. Box 48269 Atlanta, CA 30362-1269

No payment is required with this application

Please complete all items on the form below, then Fax it with proof of assistance to:
1-888-870-9969

MAIL FOR FREE

by completing the form below and sealing with business reply address panel on outside. Please seal your form with tape.

NO STAMPS ARE NEEDED

SERVICE ADDRESS

NAME: (Last) _____ (First) _____ (MI) _____

Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____ County: _____

Existing Telephone Number: _____ Alternate Telephone Number: _____

BILLING ADDRESS

NAME: (Last) _____ (First) _____ (MI) _____

Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____ County: _____

YOUR REQUEST IS FOR WHICH TELEPHONE SERVICE? CHECK THE ONE THAT APPLIES:

New Service Transfer Existing Service from (Phone Company Name) _____

SELECT YOUR SERVICE PLAN <small>PLUS Taxes, Fees and Surcharges - never more than \$18 per month. In all AT&T service areas.</small>	<input type="checkbox"/> StandUP 100 <ul style="list-style-type: none"> • 100 Minutes • 100 Text Messages Unused Minutes Rollover YOUR PRICE FREE	<input type="checkbox"/> StandUP 500 <ul style="list-style-type: none"> • 500 Minutes • 500 Text Messages YOUR PRICE \$14.95* Per Month	<input type="checkbox"/> StandUP 1000 <ul style="list-style-type: none"> • 1000 Minutes • 1000 Text Messages YOUR PRICE \$29.95* Per Month	<input type="checkbox"/> StandUP Unlimited <ul style="list-style-type: none"> • Unlimited Minutes • 1000 Text Messages YOUR PRICE \$34.95* Per Month
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Have you received a Lifeline credit in the past? Yes No If so when? _____

Have you received The Link-up credit in the past? Yes No If so when? _____

Please indicate which Government assistance program you are currently enrolled:

If you're enrolled in one of these Government programs you could qualify for Lifeline pricing:

<input type="checkbox"/> Medicaid	<input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA)
<input type="checkbox"/> Food Stamps (SNAP)	<input type="checkbox"/> Low-Income Home Energy Assistance Program (LIHEAP)
<input type="checkbox"/> Supplemental Security Income (SSI)	<input type="checkbox"/> Temporary Assistance for Needy Families (TANF)

Don't qualify for Lifeline? Call us for our low standard pricing on Real Home Phone Service.

I certify, under penalty of perjury, that I reside at the address I provided above and that I am a current recipient of the above program(s) and will notify GCIA when I am no longer participating in at least one of the above designated programs. I certify that I have not received a Link-Up credit at this address during the past twelve months before and that I will not seek a Lifeline credit on more than one phone line. I authorize GCIA or its duly appointed representative to access any records required to verify those statements to confirm my continued qualification for Lifeline and Link-Up discounts. I authorize GCIA to change my preferred carrier status to GCIA for all services for which I have contracted, including local, Intra LATA and/or long distance service, and designate GCIA to act as my agent for the preferred carrier change. I further request my current service provider to remove any preferred carrier freeze on my account. I understand that this preferred carrier change and any future preferred carrier change might involve a charge to me. A description of any and all terms, conditions, and charges that I will incur, including the rate, calling plan and other optional services is clearly set forth and has been made available to me within the Customer Service Agreement on the GCIA web site at www.RealHomePhone.com, and I fully understand all charges that I am to be assessed. I consent to the release of my personal information as may be required for the administration of the Lifeline or Link-Up programs.

I have attached proof of assistance Applicant's Signature: _____ Date: _____ Applicant's date of birth: _____

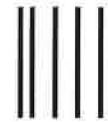
Ethnic Background (Optional): This information is for statistical purposes only.

African-American (Black) American-Indian Caucasian (White) Hispanic Other

Do not write below this line:

Lifeline: Approved Denied Link-up: Approved Denied GCIA Approval: _____ Date: _____

Name: _____
Address: _____
City/State: _____
Zip: _____



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 825 ATLANTA GA

POSTAGE WILL BE PAID BY ADDRESSEE



Georgia LIFELINE PHONE APPLICATION
c/o GCIA
P O BOX 48269
ATLANTA GA 30362-9848



Finally, wireless service you can afford.



StandUP
WIRELESS™

FREE! Cell Phone
FREE! Activation
FREE! Minutes
Every Month

StandUP Wireless™ is a government supported program that provides a free cell phone and airtime each month for income-eligible customers.

Sign up for your wireless phone service today
1.800.123.4567

www.StandUpWireless.com

**Lifeline Phone Application
In the State of Georgia**

c/o GCIA
P.O. Box 48269 Atlanta, GA 30362-1269

Time Sensitive Material
Reply Required by
June 1, 2011

PRSR STD
U.S. POSTAGE
PAID
FREDERICK, MD
PERMIT NO. 258

Finally, wireless service
you can afford.

StandUP WIRELESS



- ▶ **FREE!** Cell Phone
- ▶ **FREE!** Activation
- ▶ **FREE!** Minutes
Every Month

StandUP Wireless™
is a government supported
program that provides a free
cell phone and airtime each
month for income-eligible
customers.

Sign up for your
wireless phone service today

1.800.123.4567

www.StandUpWireless.com



As a Georgia resident, if you receive government assistance you may be eligible to receive FREE Wireless Service from Stand UP Wireless. Stand UP Wireless is authorized by the Georgia Public Service Commission to provide eligible Georgia households with one (1) free wireless phone, including Free Minutes and Text Messages. If approved, you will receive:

SELECT YOUR SERVICE PLAN

*PLUS Taxes, Fees and Surcharges – never more than \$15 per month. In all AT&T service areas.

<input type="checkbox"/> StandUP 100 • 100 Minutes • 100 Text Messages <small>Unused Minutes Rollover</small> YOUR PRICE FREE	<input type="checkbox"/> StandUP 500 • 500 Minutes • 500 Text Messages YOUR PRICE \$14.95* Per Month
<input type="checkbox"/> StandUP 1000 • 1000 Minutes • 1000 Text Messages YOUR PRICE \$29.95* Per Month	<input type="checkbox"/> StandUP Unlimited • Unlimited Minutes • 1000 Text Messages YOUR PRICE \$34.95* Per Month

Lifeline Eligibility Requirements:

You may be eligible for discounted service if you receive any of the following:

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

Sign up for your wireless phone service today

1.800.123.4567

www.StandUpWireless.com

Standard Pricing

Calling Plan Name	StandUP 100	StandUP 500	StandUP 1000	StandUP Unlimited
MRC	\$13.50	\$28.45	\$43.45	\$48.45
Plan Code	SUP100	SUP500	SUP1K	SUPUNL

Anytime Minutes	100	500	1000	Unlimited
Mobile to Mobile Minutes	0	0	0	0
Off Peak Minutes	0	0	0	0
Overage Rate	n/a	n/a	n/a	n/a
SMS Messages	100	500	1000	1000
SMS Overage	n/a	n/a	n/a	n/a
Nationwide LD*	Included	Included	Included	Included
Caller ID	Included	Included	Included	Included
3 Way Calling*	Included	Included	Included	Included
Call Forwarding	Included	Included	Included	Included
Call Waiting*	Included	Included	Included	Included
Voicemail*	Included	Included	Included	Included
Unlimited SMS	\$14.95	\$14.95	\$9.95	\$9.95
Data Usage	n/a	n/a	n/a	n/a
Directory Assistance*	\$1.20	\$1.20	\$1.20	\$1.20

Activation Fee	\$68.00	\$68.00	\$68.00	\$68.00
Monthly Access Fee	\$1.00	\$1.00	\$1.00	\$1.00
Early Termination Fee	n/a	n/a	n/a	n/a

*Standard airtime rates apply.

Lifeline Pricing

Calling Plan Name	StandUP 100	StandUP 500	StandUP 1000	StandUP Unlimited
MRC	\$0.00	\$14.95	\$29.95	\$34.95
Plan Code	LLSUP100	LLSUP500	LLSUP1K	LLSUPUNL

Anytime Minutes	100	500	1000	Unlimited
Mobile to Mobile Minutes	0	0	0	0
Off Peak Minutes	0	0	0	0
Overage Rate	n/a	n/a	n/a	n/a
SMS Messages	100	500	1000	1000
SMS Overage	n/a	n/a	n/a	n/a
Nationwide LD*	Included	Included	Included	Included
Caller ID	Included	Included	Included	Included
3 Way Calling*	Included	Included	Included	Included
Call Forwarding	Included	Included	Included	Included
Call Waiting*	Included	Included	Included	Included
Voicemail*	Included	Included	Included	Included
Unlimited SMS	\$14.95	\$14.95	\$9.95	\$9.95
Data Usage	n/a	n/a	n/a	n/a
Directory Assistance*	\$1.20	\$1.20	\$1.20	\$1.20

Activation Fee	\$38.00	\$38.00	\$38.00	\$38.00
Monthly Access Fee	\$0.00	\$0.00	\$0.00	\$0.00
Early Termination Fee	n/a	n/a	n/a	n/a

* Standard Airtime Rates Apply



**Stand UP Wireless™ Lifeline Program
Terms and Conditions of Service**

Please read these STAND UP WIRELESS Lifeline Program Terms and Conditions of Service carefully. STAND UP WIRELESS is a service of Global Connection Inc. of America ("Global"). These STAND UP WIRELESS Lifeline Program Terms and Conditions of Service are a legally binding agreement between You and Global and become effective upon activation of a STAND UP WIRELESS Lifeline phone or using Your STAND UP WIRELESS Lifeline phone after You make a change to Your account. They 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 STAND UP WIRELESS Lifeline Program Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these STAND UP WIRELESS Lifeline Program Terms and Conditions of Service will be binding upon You once posted on the STAND UP WIRELESS website at www.StandUpWireless.com. You should check the STAND UP website regularly for updates to these terms.

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

1. STAND UP WIRELESS LIFELINE PROGRAM INTRODUCTION.

The STAND UP WIRELESS 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 STAND UP Program, a person must meet certain eligibility requirements set by each state where the STAND UP Program is offered. 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 US Government. These requirements vary from state to state and are subject to change based upon federal or state mandates. The Universal Service Fund Lifeline program consists of two (2) components: Link-Up Support and Lifeline Support. Link-Up reduces the installation cost or Service Activation Fee ("SAF") for wireless phone service by 50%, up to \$30, for those customers meeting income eligibility guidelines. Customers can request a deferred payment schedule for the remaining SAF charges, if any. Lifeline provides discounts for basic local landline telephone service or wireless service to eligible low income customers. This discount is received each month the customer maintains service and eligibility within the STAND UP WIRELESS Lifeline Program.

Federal law limits the availability of the STAND UP Program to **one (1)** enrollment per "household" and only the "head of household" may apply. The STAND UP 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. Additionally, applicants are eligible for only one (1) Link-Up credit per lifetime at Your current address. Applicants for the STAND UP Program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form or at www.StandUpWireless.com
- Are a "head of household."

- Do not currently receive lifeline support for a telephone line serving their residential address and no other resident in their household participates in the Lifeline program. If the applicant is already participating in another Lifeline program, then the applicant agrees to cancel their current household Lifeline support provider in order to enroll in the STAND UP Program.
- Have not received a Link-Up credit on another wireless or landline phone service at the applicant's current address. If the applicant has received a Link-Up credit at their current address, the applicant agrees to pay the Subscriber Activation Fee ("SAF") as described in these terms and conditions
- Are not claimed as a dependent on another person's federal or state income tax return.
- Will notify STAND UP Wireless by calling 1-800-xxx-xxxx if and when they no longer qualify for any of the public assistance programs identified in their application form.
- Will notify STAND UP Wireless of any change of address by calling 1-800-xxx-xxxx.
- Reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief.

Applicants who qualify and are enrolled in the STAND UP Program will receive a free cellular phone provided by STAND UP WIRELESS and reduced activation fees together with a free allotment of airtime minutes each month for up to one year. Qualified applicants may, at their discretion, choose plans with additional minutes at a subsidized rate. STAND UP WIRELESS will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the STAND UP Program. The monthly airtime minutes provided by the STAND UP 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 STAND UP Program in Your state. Please call STAND UP WIRELESS at 1-800-xxx-xxxx or visit our website at www.StandUpWireless.com for further information.

Applicants who do not meet the eligibility requirements will receive written notification, via US Mail, of the reason for their non-eligibility. Upon enrollment in the STAND UP Program, You will be qualified to participate for up to one (1) year. To continue Your enrollment in the STAND UP Program after the initial year, You must verify annually that You are qualified for continued enrollment in the STAND UP Program as required by Your state Public Service Commission, Public Utility Commission or other agency administering the STAND UP 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 STAND UP Program, such customer will immediately be deemed ineligible to participate in the STAND UP Program, will be de-enrolled from the STAND UP Program and will no longer receive the free or subsidized monthly minutes. STAND UP Customers who are no longer eligible (for any reason) for enrollment in the STAND UP Program must immediately notify STAND UP Wireless that they no longer meet the eligibility requirements for enrollment. A STAND UP Program customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

Global and STAND UP WIRELESS reserve the right to cancel the enrollment of any customer and/or permanently deactivate any customer's STAND UP WIRELESS phone for fraud, misrepresentation or other misconduct as determined solely by Global. While participating in the STAND UP 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 STAND UP Service provided to him/her by STAND UP WIRELESS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE STAND UP CELLULAR PHONE OR STAND UP SERVICE PROVIDED TO YOU BY STAND UP WIRELESS. 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 STAND UP WIRELESS customer has violated these prohibitions, Global will the permanently de-enroll the customer from the STAND UP Program, their phone will be permanently

deactivated and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the STAND UP Program in the future. If You have any questions, concerns, comments or complaints regarding the STAND UP Program or Service, offerings or products, please call STAND UP WIRELESS Customer Care at 1-800-xxx-xxxx. You may also contact Your state's Public Service Commission/Public Utility Commission.

2. ACTIVATION AND USE OF YOUR STAND UP WIRELESS PHONE.

Upon enrollment in the STAND UP Program, You will receive a pre-activated STAND UP WIRELESS phone delivered to Your home address noted in the application. You must accept the STAND UP WIRELESS telephone number assigned to Your STAND UP WIRELESS phone at the time of activation and You will acquire no proprietary interest in any number assigned to You. The number assigned to Your STAND UP WIRELESS 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 STAND UP WIRELESS phone. Your STAND UP WIRELESS phone can only be used through Global, and cannot be activated with any other wireless or cellular service. STAND UP WIRELESS will at its sole discretion provide a new or refurbished phone of model and features of STAND UP WIRELESS choosing. STAND UP WIRELESS Services are provided at Global' discretion. Some functions and features referenced in the Manufacturer's manual may not be available on Your STAND UP WIRELESS handset. Global may modify or cancel any STAND UP 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.

3. SERVICE ACTIVATION FEE ("SAF")

All STAND UP WIRELESS accounts require a Service Activation Fee ("SAF"). Under the STAND UP WIRELESS LIFELINE Program, a portion of Your SAF may be paid by Your eligibility for Link-Up. Link-Up reduces the SAF for wireless phone service by 50%, up to \$30, for those customers meeting income eligibility guidelines. Customers can request a deferred payment schedule for the remaining installation charges, if any. You will be solely liable to pay for the full Service Activation Fee ("SAF") if You are not eligible for Link-Up. The standard SAF for customers prior to any Link-Up credits is \$68. You are liable for the remaining portion of Your SAF not covered by the Link-Up credit. STAND UP WIRELESS, may at its sole discretion, waive the remaining SAF not covered for qualified customers. For current SAF amounts, call STAND UP WIRELESS at 1-800-xxx-xxxx or visit www.StandUpWireless.com.

4. SERVICE PERIOD AND SERVICE END DATE

Service Period: The period in which usage of Your service is authorized lasting for a period of thirty (30) days beginning on (i) the date Your STAND UP WIRELESS account became active; (ii) the date You placed or received the initial airtime transaction on Your STAND UP WIRELESS account; (iii) the receipt of the monthly allotment of STAND UP WIRELESS plan airtime minutes; (iv) the purchase or addition of a STAND UP WIRELESS airtime minutes, or (v) the date You were determined to be eligible for the STAND UP WIRELESS plan, whichever can be conclusively determined by STAND UP WIRELESS at its sole discretion, and concluding on Your Service End Date. Plan airtime minutes and SMS text messages will be added to your account on the first day of each Service Period.

Service End Date: The last day of Your STAND UP WIRELESS service period. Plan airtime minutes and messages remaining on Your STAND UP WIRELESS account do not expire if You elected to be on a rollover plan and as long as Your STAND UP WIRELESS 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,

inbound SMS text message, outbound SMS text message, or data usage. Service End Date can be calculated from (i) the date Your STAND UP WIRELESS account became active; (ii) the date You placed or received the initial airtime transaction on Your STAND UP WIRELESS account; (iii) the receipt of the monthly allotment of STAND UP WIRELESS plan airtime minutes; (iiii) or the purchase or addition of a STAND UP WIRELESS airtime card, or (iiiii) the date You were determined to be eligible for the STAND UP WIRELESS plan, whichever can be conclusively determined by STAND UP WIRELESS at its sole discretion.

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

While You are enrolled in the STAND UP Program, You will receive a monthly allotment of airtime minutes and SMS text messages as provided for the STAND UP 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 Service Period. STAND UP WIRELESS airtime is issued in minute increments. Minutes are deducted from the STAND UP WIRELESS 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. STAND UP 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	Voice	SMS Messages Included in Plan	Unused Minutes Rollover	Unused SMS Rollover	Voicemail Caller ID Call Waiting	Nationwide	Cost per Month ¹
	Minutes Included in Plan					Long Distance Included	
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 ²	Unlimited	1000	No	No	Yes	Yes	\$34.95

- 1 Stated pricing for our service options do not include applicable state, federal and local taxes and surcharges
- 2 StandUP Unlimited Plan airtime minutes are provided solely for the personal use of the STAND UP 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. STAND UP Program participants exceeding this standard may be subject to downgrade from the StandUP Unlimited Plan to an alternate plan.

Plan Selection and Changes

New STAND UP WIRELESS customers must choose a plan upon enrollment. If the customer selects a non-FREE plan (STANDUP 500, 1000 or Unlimited), payment must be made directly to STAND UP WIRELESS or one of its designated payment agent locations prior activation of service. Existing STAND UP WIRELESS customers who wish to switch plans may do so at www.StandUpWireless.com or by calling 1-800-xxx-xxxx. Existing customers cannot change plans for the current service period however customers may request changes for subsequent Service Periods. Requests to change to a non-FREE plan must be done and any payment received by STAND UP WIRELESS five (5) days prior to the Service End Date. Changes and payment received less than five(5) days prior Service End Date will be put into effect the Service Period following the upcoming 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. STAND UP WIRELESS will not provide refunds for unused airtime minutes or SMS messages.

Plan Payment Terms

STAND UP WIRELESS customers who select one of the three (3) non-FREE plans must make payment for their upcoming Service Period five (5) 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 Service Period.

Plan Usage Terms

Airtime minutes will be deducted for all time during which Your STAND UP WIRELESS 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, Customer Care, 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. SMS Text messages will deducted for each SMS message sent by and received by Your STAND UP WIRELESS phone regardless of the origin or destination of the text message and regardless of whether the recipient received the message in the case of messages originating from Your STAND UP WIRELESS handset. Occasionally, STAND UP WIRELESS may send SMS messages to Your handset, including but not limited to payment reminders and special offers. All messages sent to Your handset by STAND UP WIRELESS will not deduct from Your message pool. No credit or refund is given for dropped calls or undelivered text messages. You will not be able to make / receive calls or send / receive SMS text messages when You are located outside of the 50 United States or outside the STAND UP WIRELESS 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 service period. Any minutes or messages that roll over from service period to service period will expire after twelve (12) months. Rollover Airtime minutes and text messages will be depleted after plan minutes have been exhausted for your current 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 has been exhausted. Should Your pool of minutes be exhausted while on a current voice call, STAND UP WIRELESS may at its sole discretion terminate the call. From time to time, STAND UP WIRELESS may allow, at its sole discretion, the call to continue, deducting any overage minutes from Your upcoming Service Period pool allocation. Similarly, SMS text messages will not be able to be sent or received once Your pool of available SMS text messages has been exhausted. If, in any given billing period, You should exceed Your total available SMS messages, STAND UP WIRELESS may at its sole discretion deduct any overage SMS text messages from Your upcoming 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 STAND UP WIRELESS 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. STAND UP WIRELESS will not provide refunds for unused airtime minutes or SMS messages.

Standard Rate per Minute: The standard rate per minute of airtime is \$0.15. 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.

6. TEXT MESSAGING AND DATA SERVICES

All plans include allocations for SMS Text Messages. These allocations are independent of Your airtime minutes and do 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 STAND UP WIRELESS 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 STAND UP WIRELESS phone. STAND UP WIRELESS does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the STAND UP Program.

Premium SMS: Please note that STAND UP WIRELESS does not generally participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated "short code" or buying or attempting to buy SMS services from anyone other than STAND UP WIRELESS. Premium SMS campaigns include activities such as casting a vote, expressing Your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it is a STAND UP WIRELESS 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 STAND UP WIRELESS are not refundable whether You incur charges as deductions from Your STAND UP WIRELESS phone or from Your credit card.

Data Services: STAND UP WIRELESS is not responsible providing Data Services. With existing STAND UP WIRELESS 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 the STAND UP WIRELESS.

MMS Messaging: MMS or picture messaging is dependent upon Your model of phone. You must have a compatible camera phone. Each MMS message sent or received will equate to ten (10) SMS messages. You must have a balance of at least ten (10) SMS messages to send or receive a MMS Picture message. If You do not want to receive deductions for MMS Picture messages do not send or open a picture message. STAND UP WIRELESS reserves the right to block MMS Messaging without notice, and to suspend or terminate MMS Messaging capability without notice.

7. ADDITIONAL SERVICES

Operator Services: Operator services are available by dialing *xxx and standard airtime rates apply. Operator services provide assistance in billing, support and call completion and can be accessed via Your handset or by dialing 1-800-xxx-xxxx from any telephone.

Directory Assistance: Directory Assistance is available by dialing 411. The cost for directory assistance is \$1.20 per call plus standard airtime rates.

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

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

Call Forwarding: Customers may elect to have calls to their STAND UP WIRELESS phone number forwarded to another number. Standard usage rates apply for all forwarded calls.

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

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

8. INTERNATIONAL CALLING

You may use Your STAND UP WIRELESS phone to make international calls to landlines (including some cellular phones in some countries) but additional per minute rates apply. The actual rates and the available countries are subject to change without prior notice. See www.StandUpWireless.com for available countries and details). Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, You may experience connection failures more frequently than calls made within the United States. Customers must have purchased additional airtime credits (see PURCHASING AIRTIME CREDITS) to make an international call. STAND UP WIRELESS reserves the right to block calls to any international location without notice, and to suspend or terminate international calling capability without notice. Call Forwarding is blocked to all international locations. STAND UP WIRELESS reserves the right to require subscribers, in order to complete an international call, to first dial a toll free or domestic number; or enter a "pound code;" or a "short code;" or a "star code" in order to complete the call.

9. ADDING AIRTIME CREDITS FOR ADDITIONAL MINUTES, SMS TEXT MESSAGES AND INTERNATIONAL LONG DISTANCE

Customers in all plans may add additional Airtime Credits. These Credits may be used for minutes, SMS Messages and International Calling. Credits may be purchased by calling 1-800-xxx-xxxx or at www.StandUpWireless.com. Credits may also be purchased at any authorized STAND UP WIRELESS payment center. All Airtime Credits purchased from STAND UP WIRELESS, direct or through a third-party retailer, will expire one (1) year 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. STAND UP WIRELESS 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, STAND UP WIRELESS may provide bonus Airtime Credits on credits purchased directly or through a third party. Additionally, STAND UP WIRELESS 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	Credits per International Call Minute ¹
\$5	40	1	1	Varies
\$10	100	1	1	Varies
\$20	250	1	1	Varies
\$30	500	1	1	Varies
\$50	1000	1	1	Varies

1 – International Long Distance minutes vary depending upon current rates to International destinations and may vary from landline or wireless termination. For current International Long Distance Rates, please visit www.StandUpWireless.com

10. TAXES/SURCHARGES

Stated prices for our service options do not include certain taxes or surcharges. STAND UP WIRELESS 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. STAND UP WIRELESS collects sales taxes on all direct transactions and, in certain states, 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.

11. BILLING

STAND UP WIRELESS customers may request a copy of their paper bill by submitting such request in writing to

STAND UP WIRELESS
P.O. Box 123456

Atlanta, GA 3xxxx

Please allow 4-6 weeks for delivery.

12. PROGRAM END DATE, DEACTIVATION AND REACTIVATION.

As a STAND UP WIRELESS customer, You will receive 365 service days upon Your enrollment and activation in the STAND UP Program and another 365 service days following each successful annual verification for Your continued program eligibility in the STAND UP Program. If You fail to complete Your annual verification within 60 days of the required verification date, You will be de-enrolled from the STAND UP Program. Upon de-enrollment from the STAND UP 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 STAND UP 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 STAND UP Program (if eligible) and/or purchasing STAND UP airtime credits. Upon reactivation of Your phone, You may be assigned a new telephone number. Any airtime remaining on Your handset at the time of deactivation will be reinstated if Your phone is reactivated within 60 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 STAND UP 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 STAND UP Program need to refer to the terms and conditions for STAND UP WIRELESS 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 STAND UP 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 2 months without any Usage (as defined in this section), You will be de-enrolled from the STAND UP Program. "Usage" is defined as any transaction including, but not limited to, making or receiving a call, sending or opening a text message, downloading data content, adding airtime or receiving Your free monthly airtime. Upon de-enrollment for non-Usage, You will have up to a 30 day grace period to reenroll in the STAND UP Program by calling 1-800-xxx-xxxx. If You do not re-enroll or call STAND UP Customer Care within 30 days of Your de-enrollment, Your phone service will be deactivated. In order to reactivate Your STAND UP phone and re-enroll in the STAND UP Program, You will need to call STAND UP Customer Care in order to reactivate Your phone service. Upon successful re-enrollment, You will receive the monthly minutes that You were entitled to receive through the date Your enrollment was cancelled. You will not, however, receive any airtime for the period of time You were not enrolled in the STAND UP Program.

13. OUR RIGHT TO TERMINATE YOUR STAND UP WIRELESS SERVICE.

You agree not to give away, resell or offer to resell the STAND UP Phone or Service provided by the STAND UP Program. You also agree Your STAND UP 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 STAND UP 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 STAND UP 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.

14. UNAUTHORIZED USAGE; TAMPERING.

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

Some STAND UP WIRELESS handsets have SIM cards. If Your STAND UP WIRELESS phone has a SIM card, then You agree to safeguard Your SIM card and not to allow any unauthorized person to use Your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, Your SIM card. You may not remove Your SIM Card from Your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of Your service and de-enrollment from the STAND UP 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 STAND UP WIRELESS phone is restricted from operating when You are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by 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.

15. 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 STAND UP WIRELESS 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.

Charges for Roaming: Per minute usage on STAND UP Wireless accounts will roaming deduct from Your available minutes and/or airtime credits at \$0.50 per minute. Roaming charges are in additional to standard usage charges and are automatically deducted from Your balance of available minutes.

16. 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 STAND UPE WIRELESS equipment (including handsets) with other STAND UP WIRELESS equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular STAND UP WIRELESS 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 STAND UP WIRELESS phone outside during a lightning storm. You should also unplug the STAND UP WIRELESS phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

17. WARRANTY EXCHANGE AND LOST OR STOLEN PHONE POLICY.

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

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.

18. 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 STAND UP WIRELESS phone, customer should contact STAND UP WIRELESS at 1-800-xxx-xxxx immediately to suspend account. Customer is responsible for all usage, authorized or unauthorized that occurred between the time phone was lost and when it was reported to STAND UP WIRELESS. The customer is responsible for all costs associated with replacement of the phone.

19. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS

Any hearing, visual or speech impaired persons interested in applying for a specially equipped STAND UP WIRELESS must call STAND UP WIRELESS at 1-800-xxx-xxxx and specify the need(s) to an agent and STAND UP WIRELESS will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

20. EMERGENCY CALLS.

STAND UP Wireless customers have access to 911. Occasionally, however, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, Your call to 911 may not go through and You should dial 911 from the nearest landline phone.

21. LIMITATION OF LIABILITY

STAND UP WIRELESS and STAND UP WIRELESS are not liable to You for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. STAND UP WIRELESS and STAND UP WIRELESS will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When Your STAND UP WIRELESS phone is returned to STAND UP WIRELESS for any reason, STAND UP WIRELESS is not responsible and shall not be liable to You or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads You may have stored on Your phone or which may remain on Your phone.

22. INDEMINIFICATION. You agree to indemnify and hold harmless STAND UP WIRELESS and STAND UP WIRELESS from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from Your use of a STAND UP WIRELESS phone and/or use of the STAND UP WIRELESS Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

23. BINDING ARBITRATION. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR STAND UP WIRELESS PHONE, ITS SOFTWARE, THE

SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF STAND UP WIRELESS™ AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of Your relationship with STAND UP WIRELESS, arising out of or relating to the STAND UP Service or any equipment used in connection with the STAND UP Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude STAND UP WIRELESS from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of Your STAND UP WIRELESS phone, its software, the STAND UP Service and/or PIN numbers, in state or federal court. References to You and STAND UP WIRELESS include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to STAND UP WIRELESS by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. The AAA Rules are available online at www.StandUpWireless.com or by calling the AAA at 1-800-778-7870. You and STAND UP WIRELESS agree that use of the STAND UP Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and STAND UP WIRELESS agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, You agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between You and STAND UP WIRELESS in accordance with the WIA Rules, except that STAND UP WIRELESS will reimburse You for the amount of the filing fee in the event You prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, You waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless 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. Neither You nor STAND UP WIRELESS shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction.

This Agreement shall be construed under the laws of Georgia, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where You reside, or where You use or pay for the Services.

24. PRIVACY POLICY. To view the STAND UP WIRELESS Privacy Policy please refer to the STAND UP WIRELESS website found at www.StandUpWireless.com.

EXHIBIT "F"

Management Bio

David Skogen serves as Chief Executive Officer of Global Connection. Prior to joining Global Connection, Mr. Skogen had a twenty-year career in the telecommunications industry with MCI and Verizon, at which he served in many different roles, including Director and General Manager of the Prepaid business unit. Mr. Skogen holds a Bachelors degree in Finance from the University of Iowa.

Exhibit "G"

Information Regarding Stand Up Wireless Handsets

Stand UP Wireless Handsets



Phone	LG VL125	UTStarcom CDM-7025 / CDM-120	Motorola C290	Samsung W220
Specifications				
Modes	AMPS 850 CDMA 850 CDMA 1900	AMPS 850 CDMA 850 CDMA 1900	AMPS 850 CDMA 850 CDMA 1900	CDMA 850 CDMA 1900
Weight	3.35 oz (95g)	3.2 oz (91g)	3.53 oz (100g)	3.1 oz (88g)
Dimensions	3.53" x 1.76" x 0.93" (90 x 46 x 23.6 mm)	3.46" x 1.9" x 0.8" (88 x 48 x 20.3 mm)	3.43" x 1.91" x 0.93" (87 x 49 x 23.6 mm)	3.5" x 1.9" x 0.8" (89 x 48 x 20.3 mm)
Form Factor	Clamshell	Clamshell	Clamshell	Clamshell
Battery Life	Talk: 3.5 hr Standby: 150 hr (6.3 days)	Talk: 3.5 hr Standby: 255 hr (10.6 days)	Talk: 3.4 hr Standby: 168 hr (7 days)	Talk: 3.5 hr Standby: ?
Display	LCD (Color STN) 128 x 160 pixels Colors: 65,536 (16-bit)	LCD (Color STN) 128 x 128 pixels Colors: 65,536 (16-bit)	LCD (Color STN) 128 x 160 pixels Colors: 65,536 (16-bit)	LCD (Color TFT/TFD) 128 x 160 pixels 1.5" Colors: 65,536 (16-bit)
Platform / OS	(proprietary)	(proprietary)	(proprietary)	(proprietary)
Processor	?	?	?	?
Memory	1 MB	?	?	24 MB
Phone Book Capacity	200	500	100	500

Stand UP Wireless will provide a new or refurbished phone with the following specifications free of charge to all Stand UP customers. Actual manufacturers and models may vary based upon availability.

- E911 Capable with GPS location tracking
- Digital TTY/TDD Capable
- Hearing Aid Compatible
- Multiple languages
- SMS Capability
- 2.5mm Headphone Jack

Phones displayed are representative of current inventory of phones and is subject to change.