

ORIGINAL

Global Connection Inc. of America
d/b/a Stand Up Wireless

Arizona Tariff No. 1
Original Page 1

Wireless Services

ARIZONA

INFORMATIONAL WIRELESS SERVICES TARIFF

OF

GLOBAL CONNECTION INC. OF AMERICA

d/b/a Stand Up Wireless

This tariff is provided for information purposes only and contains the descriptions, regulations, and rates applicable to the furnishing of competitive Commercial Mobile Radio Services provided by Global Connection Inc. of America, d/b/a Stand Up within the State of Arizona where the Company is designated as an eligible telecommunications carrier.

Issue Date: October 17, 2012

Effective Date: November 16, 2012

David Skogen
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APPROVED FOR FILING
DECISION # 73556

CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below contain all changes from the original tariff pages that are in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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27	1 st Revised*		
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* Indicates pages included with this filing

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) To signify changed text of regulation.
- (D) To signify decreased rate.
- (I) To signify increased rate.
- (M) To signify a move in location of text.
- (N) To signify new rate or regulation.
- (O) To signify omissions.
- (T) To signify a change in text but no change in rate or regulation

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TARIFF FORMAT SHEET

- A. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added, the page appears as a decimal. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1(a)
 - 2.1.1.A.1(a)I
 - 2.1.1.A.1(a).I(i)
 - 2.1.1.A.1(a).I(i).I
- D. Check Sheet - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remained the same, just revised revision levels on the same sheets). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulation and rates applicable to the furnishing of competitive Commercial Mobile Radio Services provided by Global Connection Inc. of America within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected via the Company's website or during normal business hours at the Company's principle place of business at 5555 Oakbrook Parkway, Norcross, GA, 30093.

A complete listing of the Terms and Conditions applicable to the furnishing of the Company's wireless service is available on the Company's website at www.standupwireless.com.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Activation - Configuration of a wireless phone so that it is ready to be used to transmit and receive calls on the wireless network.

Airtime - Total time that a wireless phone is in connected and in use for talking. This includes use for calls both received and placed.

Authentication - A feature used to reduce fraud by confirming the identity of a phone to the wireless network.

Automatic Call Delivery - A service feature that allows a user to receive calls when roaming outside of the phone's home coverage area.

Call Waiting - A feature that allows a user to be notified of another incoming call while a call is already in progress, and gives the user the ability to answer the second call while the first call remains on hold.

Caller ID - A feature that displays a caller's telephone number and/or name before the call is answered.

Carrier - A company that provides telecommunications services.

Cellular - Type of wireless communication that is most familiar to mobile phones users. Called 'cellular' because the system uses many base stations to divide a service area into multiple 'cells'. Cellular calls are transferred from base station to base station as a user travels from cell to cell.

Commission - The Arizona Corporation Commission.

Company, Global Connection or Stand Up Wireless - Used throughout this tariff to mean Global Connection Inc. of America, d/b/a Stand Up Wireless, a Georgia corporation.

Coverage Area - The geographic area served by a wireless system. Same as Service Area.

Data Services - Ringtones, graphics, Information Services and MMS.

Designated Service Area - The portion of the Company's Service Area in which it has been authorized to serve eligible Lifeline Subscribers as an ETC.

Economic Unit - As used herein means all adult individuals contributing to and sharing in the income and expenses of a household.

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ETC – Eligible Telecommunications Carrier.

Handset - Any hand held device used to transmit and receive calls from a wireless system. Also known as a wireless phone, a cellular phone, a mobile phone, a pes phone and many other terms.

Information Services - Information services accessible over certain wireless handset, such services include news, weather and sports.

MMS (Multimedia Messaging Service) - Similar to SMS, but in addition to plain text, MMS messages may include multimedia elements such as pictures, video and audio. These multimedia elements are included in the message, not as attachments as with email.

No Service Indicator - A feature of wireless phones that tells the user that wireless service is unavailable in a particular location. Usually an LED on the handset.

Prepaid Cellular/Wireless - A service plan that allows Subscribers to pay in advance for wireless service.

Ringtone - A sound from your phone used to signal an incoming call or message. On most newer phones additional sounds can be downloaded from the wireless system or by data cable.

Roaming - Using your wireless phone in an area outside its home coverage area. There is usually an additional charge for roaming.

Service Area - The geographic area served by a wireless system. Same as Coverage Area.

Service Plan - A contract between a wireless carrier and a Subscriber that details the terms of the wireless service including rates for access and per minute usage.

SMS (Short Messaging System) - A feature of PCS phones that allows users to receive and sometimes transmit short text messages using their wireless phone.

Spectrum - The entire range electromagnetic frequencies.

Subscriber - A cellular phone user.

Toll-Free Calling Area - An area in which calls can be placed without incurring long distance charges.

USF – Federal Universal Service Fund.

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Voice Mail - A system that answers calls and allows users to reply to, save, delete or forward messages.

WAP (Wireless Application Protocol) - A global protocol used in many newer wireless devices that allows the user to view and interact with data services. Generally used as a means to view Internet web pages using the limited transmission capacity and small display screens of portable wireless devices.

Wireless Carrier - A company that provides wireless telecommunications services.

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SECTION 2 - REGULATIONS

2.1 Terms and Conditions

2.1.1 General

- A. The information following is not intended to represent all of the Terms and Conditions applicable to the provision and use of the Company's wireless service. A complete listing can be found on the Company's website located at www.standupwireless.com.

2.1.2 Application of Informational Tariff

- A. This Informational Tariff contains the regulations, terms, conditions and charges applicable to the provision of basic Lifeline Service utilizing wireless service within the Designated Service Area.

2.1.3 Eligible Telecommunications Carrier Service Area

- A. The Designated Service Area consists of the geographical area in which the Company is authorized to serve universal service to eligible Subscribers.
- B. The Company has no obligation to provide wireless services outside the Designated Service Area or outside the Company's service territory.

2.1.4 Subscriber Responsibility

- A. The Subscriber is responsible for payment of all charges for services furnished to the Subscriber.
- B. All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified elsewhere. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the Subscriber and not due to ordinary wear and tear, the Subscriber will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed. The Company may suspend a Subscriber's service while Subscriber effectuates replacement or repair of equipment. In the

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case of a mobile handset, a Subscriber may pay an equipment replacement fee of \$30.00.

- C. The Subscriber is required to reimburse the Company for loss, through theft, of equipment or apparatus furnished by the Company.

2.1.5 Maintenance and Repair

- A. To the extent not encompassed herein, the Subscriber is solely responsible for all maintenance and repair on Company provided equipment.

2.1.6 Equipment Arrangements

- A. As further described in Section 3.1.2, Stand Up Wireless will provide eligible Subscribers with an E911 compliant handheld phone. This equipment may be provided at no additional charge. Subscribers may also provide their own equipment, provided it is compatible with the Company's network and complies with the FCC's rules.
- B. Company provided equipment will be as follows dependent upon the service provided:
1. A handheld mobile phone kit that operates in the 850 - 1900 MHz frequency range.
 2. The kit will include an AC charger.
 3. The Company reserves the right to provide Subscribers a refurbished handset.
 4. The Company reserves the right to provide Subscribers any type of available handset that will work on the Company's network. Subscribers have no right to expect or demand a particular make or model handset.
 5. Manufacture warranty periods apply to all handsets provided by Company.
 6. Defective handsets will be repaired or replaced at the Company's option.

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7. Subscribers are responsible only for the cost of returning defective handsets. Stand Up Wireless will absorb all charges necessary to ship a repaired or replacement handset to customer.

2.1.7 Liability of the Company

A. Limitations

1. Subscriber acknowledges that the wireless service may not be completely private and is of such nature that wireless may be interrupted, lost or limited for many reasons other than the negligence of the Company, including, but not limited to, dialing errors, power failures, leaving wireless coverage area, malfunctioning equipment, interruptions in the Company's interconnections to wireline, wireless, or interexchange carriers, "dead spots" or other incomplete coverage areas within Company's local service area.
2. Company shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of the Company.
3. Company's liability for its own negligence or any other reason may not in any event exceed the prorated charge for service during the period damages occurred.
4. In no event shall the Company be liable for any special, incidental or consequential damages, losses or injuries.
5. Subscriber agrees to indemnify Company and hold Company harmless from all suits, liabilities, cost and claims of any kind arising out of any actions omissions or use of the service or a cellular station of or by customer, any user or any other individual or entity with customer's or any user's consent.
6. The Company does not transmit messages but offers the use of its facilities when available, for communications between parties.
7. The Subscriber indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for

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infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Subscriber; and against all other claims arising out of any act or omission of the Subscriber in connection with facilities provided by the Company.

8. When the facilities of other companies are used in establishing connection to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.

2.1.8 Advance Payment for Service

- A. Charges for service must be paid by the Subscriber in advance in cash or MoneyGram, Western Union, money order, debit card, or charged to a credit card acceptable to the Company.

2.1.9 Assigning and Changing of Telephone Numbers

- A. The Subscriber has no property right in the telephone number and the Company may change the telephone number of a Subscriber whenever the Company considers it necessary in the conduct of the Company's business.

2.1.10 Termination of Service

- A. The Company may terminate service, with notice, for the following reasons:
 1. Due to Subscriber's breach of any provision of the Company's rules, terms and conditions or due to Subscriber's violation of any applicable rule, regulation or tariff or reasonable standards of the Company.
 2. Due to Subscriber's use of foul, obscene or profane language over the lines of the Company.
 3. Due to Subscriber's use the service fraudulently or in violation of any laws, rules or regulations.
 4. Any use of service that interferes with another Subscriber's service or that is used for any purpose other than communication.
-

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5. Subscriber's use of Directory Assistance to obtain a name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.
- B. Once a termination of service has been completed, service will be reestablished only upon the basis of a new application for service.

2.1.11 Limitations on Service Obligations

- A. The Company reserves the right to refuse an application for service made by a present or former Subscriber who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.
- B. The Company may refuse to return a Subscriber's applicable paid charges where the Subscriber has previously ordered the same or similar product(s) or service(s) and cancelled such same or similar product or service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Wireless Service

3.1.1 Service Conditions

- A. Services are limited to the operating range and capacity of the Company's wireless system in the Company's service area and may be changed from time to time.
- B. Service depends on over-the-air radio transmissions. Many factors beyond the Company's control may affect the Company's ability to make and receive calls on the Company wireless handset and the quality of those calls including, but not limited to, the location, the conditions of the atmosphere, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company control. As a result, Services, including calls or attempted calls to emergency services, may be interrupted, may fail, or may be below normal quality levels. The Company takes no responsibility for service interruptions or problems caused by factors beyond the Company control.
- C. Statements by the Company's employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will be available without interruption.
- D. Subscribers agree to hold the Company harmless against any and all claims, demands, actions, or other causes of action (including actions by third parties) arising out of the use or attempted use of the service.
- E. Consistent with cellular industry practices, airtime may be deducted for outbound calls exceeding 15 seconds in situations in where the calling party does not answer or if there is a busy signal.
- F. Service is available to Lifeline qualified consumers who make a reasonable request at charges and under the terms and conditions contained in and throughout this tariff.

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- G. Lifeline qualified Subscribers may purchase amounts of airtime on a prepaid basis in denominations described in Section 3.1.8 of this tariff. Airtime is valid and available for use as detailed in Section 3.1.3.

3.1.2 Activating and using a Stand Up Wireless Handset

- A. Eligible Lifeline Subscribers will receive a standard E911 compliant handset at no charge. The standard handset is further described in Section 2.1.7. Existing Company Subscribers who qualify for Stand Up Wireless Lifeline Service and who would like to use their existing handset are requested to call 1-800-544-4441 or via the web at www.standupwireless.com.

3.1.3 Airtime Usage

- A. Stand Up Wireless Lifeline customers receive a finite amount of minutes and SMS messages each month, as determined by their plan section as defined in Section 3.1.8.
- B. A standard cellular call is considered to be a call that does not include the following types of usage:
1. informational services;
 2. directory assistance or operator services;
 3. multi-media usage;
 4. text messaging;
 5. other usage as determined applicable by the Company.
- C. Deduction of minutes for a completed call from a customer's handset will begin when the SEND key is pressed and will end when either party ends the call, rounded up to the nearest minute. Call detail records will only be provided where required by applicable law.
- D. Airtime minutes do not have any cash value. The purchase of a Stand Up Wireless Prepaid Wireless airtime card is non-refundable.
- E. Stand Up Wireless Prepaid Wireless airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.
- F. Stand Up Wireless customers may purchase and use a Stand Up Wireless handset with any Stand Up Wireless prepaid wireless airtime cards.

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- G. Minutes used for calls to 911 or customer service, including use of the IVR system, will not be deducted from a Lifeline customer's account.

3.1.4 Emergency Calls

- A. There is no deduction of minutes for 911 emergency service calls.
- B. Stand Up Wireless handsets can reach 911 Emergency services regardless of minutes remaining on the handset.
- C. As previously stated, many factors beyond the Company's control may affect the ability to make and receive calls on a Stand Up Wireless handset which include, but are not limited to, atmospheric conditions, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company's control. If a customer is in an area where the handset is searching for a wireless signal or where there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Subscribers should not rely solely on a Stand Up Wireless handsets in an emergency situation. In an emergency, locate the nearest landline phone and call for help. Stand Up Wireless takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.
- D. Statements by Stand Up Wireless, its employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will be available without interruption.

3.1.5 Rates and Charges

A. General

1. Subscribers are responsible for paying all charges including, but not limited to 1) charges for optional Service features selected by the Subscriber; 2) directory assistance calls; and 3) all applicable surcharges, fees, taxes, and regulatory charges. Subscribers are responsible for all charges applicable to Subscriber handset service, whether or not Subscriber was the user of the wireless

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phone. Stand Up Wireless will automatically deduct applicable charges from the Subscriber's available minutes.

2. Changes to a surcharge, fee or tax will become effective as provided by the taxing authority and change to applicable contribution amounts for the USF and other regulatory charges shall become effective immediately.

B. Directory Assistance

1. Subscribers may access Directory Assistance service from their Stand Up Wireless handset.
2. The rate for Directory Assistance calls is 12 minutes (or \$1.20) per each request.
3. Directory Assistance charges are applicable in addition to standard usage charges and are automatically deducted from the customer's balance of available minutes.

C. Short Message Service (SMS) Text Messaging

1. Unless otherwise indicated in the wireless Lifeline service plan information, customers who subscribe to the Company's SMS Text Messaging Service will have 1 minute per text sent or received deducted from available minutes.
2. Text messaging charges apply in addition to standard usage charges and will be automatically deducted from a customer's balance of available minutes. The Company does not offer Premium SMS Text Messaging Service.
3. The Company's SMS Text Messaging Service requires certain equipment. Most handsets are capable of receiving text messages, however, sending text messages requires two-way SMS capable equipment.
4. SMS Text Messaging rate applies per message per address sent to and per message received. The Company reserves the right to charge additional rates to any SMS usage generated by "short codes."

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D. International Calling

1. The Company does not currently offer International Long Distance calling as part of the Stand Up Wireless Lifeline plan; International Long Distance calls are blocked by the Company.

3.1.6 Airtime Plans and Pricing - Lifeline Assisted Service

- A. Eligible Lifeline Subscribers may elect one (1) of the following options, each of which include a free handset and custom calling features at no charge, including Calls to 911, Caller ID, Call Waiting, and Voicemail in addition to the free voice services detailed below:

1. Receive 100 Anytime Minutes each month of service with rollover of unused Anytime Minutes. The 100 minutes with all included custom calling features continue at no cost to the Subscriber each month the customer remains eligible for Lifeline service. In addition to the 100 Anytime Minutes, the Subscriber will also receive 100 text messages each month of Service to be used for inbound and outbound SMS. Rollover minutes continue to rollover for twelve (12) months, and if unused will expire on the anniversary date twelve (12) months from the date upon which initially credited to the Subscriber. Rollover minutes do not transfer if the customer changes calling plans.; or
2. Receive 250 Anytime Calling Units each month of service without rollover. Service also includes SMS text message capability to be used for inbound and outbound SMS (one minute of talk time for each test). The 250 Calling Units with all included custom calling features continue at no cost to the Subscriber each month the customer remains eligible for Lifeline service.

- B. Eligible Lifeline customers may also elect, at their discretion and for an additional fee, one of three (3) premium Lifeline plans:

1. 500 Anytime Minutes and 500 SMS messages for \$14.95, excluding applicable taxes and fees; or
2. 1000 Anytime Minutes and 1000 SMS messages for \$29.95, excluding applicable taxes and fees; or

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3. Unlimited Anytime Minutes and 1000 SMS messages for \$34.95, excluding applicable taxes and fees.
 4. Unused Plan Calling Units on the 250 Calling Unit, the 500, the 1000 minute and Unlimited plans expire thirty (30) days after issuance.
- C. Minutes for any calling plan are added monthly, on the anniversary date of the activation.

3.1.7 Purchased Airtime

- A. Additional airtime may be purchased at any time and added to a Subscriber's active Stand Up Wireless account.
- B. Unused purchased additional airtime expires 90 days after issuance.
- C. Purchased airtime can be utilized for both voice calling and SMS messaging. One (1) SMS message equates to one (1) minute of airtime.
- D. Purchased Airtime Rates

Stand Up Wireless	
Price	Additional Airtime Minutes
\$5.00	50
\$10.00	125
\$20.00	250
\$30.00	500
\$50.00	1000

(T)

3.1.8 Maintaining an Active Account - Lifeline Assisted Service

- A. If the Company has a reasonable basis to believe that one of its Lifeline Subscribers no longer meets the eligibility criteria, the Company will notify the Subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and will give the Subscriber thirty (30) days to demonstrate continued eligibility.

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- B. Subscribers enrolled on the Company's Lifeline program will have active service while enrolled on the Lifeline program. If de-enrolled for any reason whatsoever from the Lifeline program, the Subscriber's service will default to the Non-Lifeline, Non-Government assisted Service and will then be required to purchase and load airtime at least once during any consecutive 120 day period.
- C. Once service has been deactivated, the Company may reassign a previously assigned phone number to a different end user.

3.2 Wireless Lifeline Program

3.2.1 General

- A. Qualified consumers will have the ability to acquire wireless service that includes a free handset, local and domestic long-distance calling and selected customer calling features that does not require credit check, deposit, or contract.
- B. Lifeline customers are exempt from paying the Federal Universal Service Charge.
- C. Eligible Subscribers will receive, in the form of a credit, exemption from paying the Federal Subscriber Line Charge.
- D. A Subscriber who qualifies for Lifeline may opt to subscribe to any offering available to other customers, according to the terms and conditions applicable to such offering.

3.2.2 Low-Income Assistance (Lifeline)

- A. Eligibility is determined based on income or participation in assistance programs closely related to and based on income.
- B. In Arizona, Subscribers are eligible if their annual household income is at or below 150% of the Federal Poverty Guidelines or if the Subscriber participates in at least one of the approved public assistance programs, as indicated below:
 - 1. Federal Public Housing Assistance/Section 8 (FPHA)
 - 2. Supplemental Nutrition Assistance Program (SNAP)
 - 3. Medicaid

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4. Low Income Home Energy Assistance Program (LIHEAP)
 5. Supplemental Security Income (SSI)
 6. National School Lunch Program's (Free program only)
 7. Temporary Assistance for Needy Families (TANF)
- C. All applications for service are subject to verification with the state agency responsible for administration of qualifying program.
- D. Telephone service must be in the name of the individual receiving the benefit.
- E. One Low-income credit is available per Economic Unit and is applicable only to the customer's principle residence and the primary residential connection.

3.2.3 Certification and Verification of Eligibility for Low-Income Programs

- A. Certification and verification are the processes by which eligible consumers establish their qualification for Lifeline. Certification occurs at the time an individual is applying to enroll in Lifeline, while verification occurs on a periodic basis after the Subscriber has already been certified.
- B. All Subscribers applying for the Stand Up Wireless Lifeline Service offering and who qualify through participation in one or more of the approved needs based programs, must complete and return to Stand Up Wireless a Self-Certification Application. Potential Subscribers may print a blank Self-Certification Application off of the Company's website and may elect to submit via fax. Self-Certification Applications are available at Stand Up Wireless' website at www.standupwireless.com. Consumers without internet access may request to have a Self-Certification Application mailed to them by contacting a Stand Up Wireless Customer Service Representative at toll free 800-544-4441.
- C. Subscribers who elect to use a paper Self-Certification Application may return the completed and signed application, along with any supporting documentation that may be required, to Stand Up Wireless via fax, email, or delivery via the United States Postal Service ("USPS"). Applicants who prefer to submit the Self-Certification Application to Stand Up Wireless via USPS can mail the completed application to:

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- D. Potential subscribers are required to list their primary residential address on the Self-Certification Application and to identify all of the programs in which they participate.
- E. Applicants who do not have a physical address and use a P.O. Box instead are required to include directions to their primary residence with their Self-Certification Application.
- F. Lifeline discounts, provided in the form of free minutes, will not be provided until proof of eligibility has been received by the Company.
- G. Subscribers who either do not have internet access or who choose to verify eligibility via paper form will be able to complete the annual verification process by mailing verification to Stand Up Wireless via the USPS.
- H. Receipt of a customer's annual verification form and required documentation will be a prerequisite for the customer's continued eligibility to receive Lifeline-supported services. Subscribers who do not verify their continued eligibility will have their Lifeline discounts removed.

3.2.4 Applicable Discounts

- A. Under the Company's Wireless Lifeline Program, Stand Up Wireless will use all low-income universal service support to provide free airtime minutes ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement.

3.2.5 Non-Usage Policy

- A. Stand Up Wireless has implemented a non-usage policy to ensure that Lifeline support is received only for those qualified Lifeline Subscribers who use the service and to prevent reimbursement to Stand Up Wireless from the USF for Lifeline support provided to inactive Subscribers.
- B. The Company will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of nonuse, the Company

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will provide notice to the Subscriber that failure to use the Lifeline service within a 30-day notice period will result in de-enrollment.

- C. Subscribers can “use” the service by (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber’s plan; (3) answering an incoming call from a party other than the Company; or (4) responding to a direct contact from the Company and confirming that the subscriber wants to continue receiving the service.
- D. In the event that none of the aforementioned types of usage occurs and the Subscriber does not respond to notice from the Company, the Subscriber will be de-enrolled.
- E. Once a Subscriber has been de-enrolled from Lifeline, Stand Up Wireless will cease seeking reimbursement from the USF for the Subscriber. However, should a Subscriber reinstate as a Lifeline customer during the 30 day grace period, immediately following deactivation for non-usage, Stand Up Wireless will apply all free usage to the Subscriber’s account and will seek reimbursement from the USF for the Lifeline benefits provided to that Subscriber during the 30 day grace period. Should a Subscriber re-enroll in Lifeline after the expiration of the 30 day grace period, Stand Up Wireless will resume seeking reimbursement from the USF consistent with the Subscriber’s re-enrollment.

3.2.6 Scope of Service

- A. The Company provides the following Custom Calling features at no additional charge:
 - 1. Caller ID; Call Waiting; Call Forwarding; 3-Way Calling; Basic Voice Mail.
- B. Airtime includes both local and toll calls to or from all fifty (50) United States and Puerto Rico.
- C. In the event that all airtime has been used, Lifeline customers will have the capability of purchasing additional airtime in denominations and at rates indicated in Section 3.1.8.C.4 preceding.
- D. “Refresh” free minutes will be automatically loaded to the account of each customer on a monthly basis month.

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- E. Airtime charges apply to all calls simultaneously, and airtime charges apply to message retrieval.
- F. Airtime charges and domestic long-distance charges apply to forwarded/transferred calls even in the event the call is sent to a wire line telephone.

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SECTION 4 – SERVICE AREA

The Company is offering service in the following zip codes (non-tribal areas only):

(T)

Zip Code	City	State
85001	Phoenix	AZ
85002	Phoenix	AZ
85003	Phoenix	AZ
85004	Phoenix	AZ
85005	Phoenix	AZ
85006	Phoenix	AZ
85007	Phoenix	AZ
85008	Phoenix	AZ
85009	Phoenix	AZ
85010	Phoenix	AZ
85011	Phoenix	AZ
85012	Phoenix	AZ
85013	Phoenix	AZ
85014	Phoenix	AZ
85015	Phoenix	AZ
85016	Phoenix	AZ
85017	Phoenix	AZ
85018	Phoenix	AZ
85019	Phoenix	AZ
85020	Phoenix	AZ
85021	Phoenix	AZ
85022	Phoenix	AZ
85023	Phoenix	AZ
85024	Phoenix	AZ
85025	Phoenix	AZ
85026	Phoenix	AZ
85027	Phoenix	AZ
85028	Phoenix	AZ
85029	Phoenix	AZ
85030	Phoenix	AZ
85031	Phoenix	AZ
85032	Phoenix	AZ
85033	Phoenix	AZ
85034	Phoenix	AZ
85035	Phoenix	AZ
85036	Phoenix	AZ
85037	Phoenix	AZ

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Zip Code	City	State
85076	Phoenix	AZ
85078	Phoenix	AZ
85079	Phoenix	AZ
85080	Phoenix	AZ
85082	Phoenix	AZ
85083	Phoenix	AZ
85085	Phoenix	AZ
85086	Phoenix	AZ
85087	New River	AZ
85096	Phoenix	AZ
85097	Phoenix	AZ
85098	Phoenix	AZ
85099	Phoenix	AZ
85117	Apache Junction	AZ
85118	Apache Junction	AZ
85119	Apache Junction	AZ
85120	Apache Junction	AZ
85121	Chandler	AZ
85122	Casa Grande	AZ
85123	Arizona City	AZ
85127	Queen Creek	AZ
85128	Coolidge	AZ
85130	Casa Grande	AZ
85131	Eloy	AZ
85132	Florence	AZ
85138	Maricopa	AZ
85139	Maricopa	AZ
85140	Queen Creek	AZ
85141	Eloy	AZ
85142	Queen Creek	AZ
85143	Queen Creek	AZ
85145	Red Rock	AZ
85147	Chandler	AZ
85172	Stanfield	AZ
85178	Apache Junction	AZ
85190	Apache Junction	AZ
85191	Coolidge	AZ
85193	Casa Grande	AZ
85194	Casa Grande	AZ
85201	Mesa	AZ
85202	Mesa	AZ
85203	Mesa	AZ

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Zip Code	City	State
85204	Mesa	AZ
85205	Mesa	AZ
85206	Mesa	AZ
85207	Mesa	AZ
85208	Mesa	AZ
85209	Mesa	AZ
85210	Mesa	AZ
85211	Mesa	AZ
85212	Mesa	AZ
85213	Mesa	AZ
85214	Mesa	AZ
85215	Mesa	AZ
85216	Mesa	AZ
85217	Apache Junction	AZ
85218	Apache Junction	AZ
85219	Apache Junction	AZ
85220	Apache Junction	AZ
85221	Casa Grande	AZ
85222	Casa Grande	AZ
85223	Eloy	AZ
85224	Chandler	AZ
85225	Chandler	AZ
85226	Chandler	AZ
85227	Queen Creek	AZ
85228	Coolidge	AZ
85230	Casa Grande	AZ
85231	Eloy	AZ
85232	Florence	AZ
85233	Gilbert	AZ
85234	Gilbert	AZ
85236	Higley	AZ
85238	Maricopa	AZ
85239	Maricopa	AZ
85240	Queen Creek	AZ
85241	Eloy	AZ
85242	Queen Creek	AZ
85243	Queen Creek	AZ
85244	Chandler	AZ
85245	Red Rock	AZ
85246	Chandler	AZ
85247	Chandler	AZ

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Zip Code	City	State
85247	Chandler	AZ
85248	Chandler	AZ
85249	Chandler	AZ
85250	Scottsdale	AZ
85251	Scottsdale	AZ
85252	Scottsdale	AZ
85253	Paradise Valley	AZ
85254	Scottsdale	AZ
85255	Scottsdale	AZ
85257	Scottsdale	AZ
85258	Scottsdale	AZ
85259	Scottsdale	AZ
85260	Scottsdale	AZ
85261	Scottsdale	AZ
85263	Rio Verde	AZ
85266	Scottsdale	AZ
85267	Scottsdale	AZ
85268	Fountain Hills	AZ
85269	Fountain Hills	AZ
85271	Scottsdale	AZ
85272	Stanfield	AZ
85274	Mesa	AZ
85275	Mesa	AZ
85277	Mesa	AZ
85278	Apache Junction	AZ
85280	Tempe	AZ
85281	Tempe	AZ
85282	Tempe	AZ
85283	Tempe	AZ
85284	Tempe	AZ
85285	Tempe	AZ
85286	Chandler	AZ
85287	Tempe	AZ
85291	Coolidge	AZ
85293	Casa Grande	AZ
85294	Casa Grande	AZ
85295	Gilbert	AZ
85296	Gilbert	AZ
85297	Gilbert	AZ
85298	Gilbert	AZ
85299	Gilbert	AZ

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Zip Code	City	State
85301	Glendale	AZ
85302	Glendale	AZ
85303	Glendale	AZ
85304	Glendale	AZ
85305	Glendale	AZ
85306	Glendale	AZ
85307	Glendale	AZ
85308	Glendale	AZ
85309	Luke AFB	AZ
85310	Glendale	AZ
85311	Glendale	AZ
85312	Glendale	AZ
85318	Glendale	AZ
85322	Arlington	AZ
85323	Avondale	AZ
85326	Buckeye	AZ
85327	Cave Creek	AZ
85328	Cibola	AZ
85329	Avondale	AZ
85331	Cave Creek	AZ
85333	Dateland	AZ
85334	Cibola	AZ
85335	El Mirage	AZ
85336	Somerton	AZ
85337	Gila Bend	AZ
85338	Goodyear	AZ
85339	Laveen	AZ
85340	Litchfield Park	AZ
85342	Morristown	AZ
85343	Palo Verde	AZ
85345	Peoria	AZ
85346	Parker	AZ
85349	Somerton	AZ
85350	Somerton	AZ
85351	Sun City	AZ
85352	Wellton	AZ
85353	Tolleson	AZ
85354	Tonopah	AZ
85355	Waddell	AZ
85358	Wickenburg	AZ
85359	Parker	AZ

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Zip Code	City	State
85360	Lake Havasu City	AZ
85361	Wittmann	AZ
85363	Youngtown	AZ
85364	Yuma	AZ
85365	Yuma	AZ
85366	Yuma	AZ
85367	Yuma	AZ
85369	Yuma	AZ
85372	Sun City	AZ
85373	Sun City	AZ
85374	Surprise	AZ
85375	Sun City West	AZ
85376	Sun City West	AZ
85377	Cave Creek	AZ
85378	Surprise	AZ
85379	Surprise	AZ
85380	Peoria	AZ
85381	Peoria	AZ
85382	Peoria	AZ
85383	Peoria	AZ
85385	Peoria	AZ
85387	Surprise	AZ
85388	Surprise	AZ
85392	Avondale	AZ
85395	Goodyear	AZ
85396	Buckeye	AZ
85502	Globe	AZ
85532	Miami	AZ
85547	Payson	AZ
85553	Payson	AZ
85603	Bisbee	AZ
85605	San Simon	AZ
85606	Cochise	AZ
85608	Douglas	AZ
85609	Cochise	AZ
85613	Fort Huachuca	AZ
85614	Green Valley	AZ
85616	Huachuca City	AZ
85617	MC Neal	AZ
85618	Mammoth	AZ
85619	Mount Lemmon	AZ

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Zip Code	City	State
85620	Bisbee	AZ
85622	Green Valley	AZ
85623	Oracle	AZ
85626	Douglas	AZ
85627	Benson	AZ
85628	Nogales	AZ
85629	Sahuarita	AZ
85630	Saint David	AZ
85631	San Manuel	AZ
85632	San Simon	AZ
85635	Sierra Vista	AZ
85636	Sierra Vista	AZ
85640	Tumacacori	AZ
85641	Vail	AZ
85644	Willcox	AZ
85645	Amado	AZ
85646	Tumacacori	AZ
85648	Rio Rico	AZ
85650	Sierra Vista	AZ
85652	Tucson	AZ
85653	Marana	AZ
85654	Marana	AZ
85655	Douglas	AZ
85658	Marana	AZ
85662	Nogales	AZ
85670	Sierra Vista	AZ
85701	Tucson	AZ
85702	Tucson	AZ
85703	Tucson	AZ
85704	Tucson	AZ
85705	Tucson	AZ
85706	Tucson	AZ
85707	Tucson	AZ
85708	Tucson	AZ
85709	Tucson	AZ
85710	Tucson	AZ
85711	Tucson	AZ
85712	Tucson	AZ
85713	Tucson	AZ
85714	Tucson	AZ
85715	Tucson	AZ

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85716	Tucson	AZ
85717	Tucson	AZ
85718	Tucson	AZ
85719	Tucson	AZ
85721	Tucson	AZ
85722	Tucson	AZ
85723	Tucson	AZ
85724	Tucson	AZ
85725	Tucson	AZ
85726	Tucson	AZ
85728	Tucson	AZ
85730	Tucson	AZ
85731	Tucson	AZ
85732	Tucson	AZ
85733	Tucson	AZ
85734	Tucson	AZ
85735	Tucson	AZ
85737	Tucson	AZ
85738	Tucson	AZ
85739	Tucson	AZ
85740	Tucson	AZ
85741	Tucson	AZ
85742	Tucson	AZ
85743	Tucson	AZ
85744	Tucson	AZ
85745	Tucson	AZ
85746	Tucson	AZ
85747	Tucson	AZ
85748	Tucson	AZ
85749	Tucson	AZ
85750	Tucson	AZ
85751	Tucson	AZ
85752	Tucson	AZ
85754	Tucson	AZ
85755	Tucson	AZ
85756	Tucson	AZ
85757	Tucson	AZ
85942	Holbrook	AZ
86002	Flagstaff	AZ
86003	Flagstaff	AZ
86004	Flagstaff	AZ

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86011	Flagstaff	AZ
86015	Flagstaff	AZ
86017	Flagstaff	AZ
86018	Williams	AZ
86023	Williams	AZ
86025	Holbrook	AZ
86028	Holbrook	AZ
86029	Holbrook	AZ
86032	Winslow	AZ
86301	Prescott	AZ
86302	Prescott	AZ
86304	Prescott	AZ
86312	Prescott Valley	AZ
86313	Prescott	AZ
86314	Prescott Valley	AZ
86315	Prescott Valley	AZ
86320	Ash Fork	AZ
86322	Camp Verde	AZ
86325	Cornville	AZ
86326	Cottonwood	AZ
86327	Dewey	AZ
86329	Dewey	AZ
86330	Prescott	AZ
86331	Clarkdale	AZ
86333	Mayer	AZ
86335	Rimrock	AZ
86339	Sedona	AZ
86340	Sedona	AZ
86341	Sedona	AZ
86342	Rimrock	AZ
86351	Sedona	AZ
86402	Kingman	AZ
86403	Lake Havasu City	AZ
86404	Lake Havasu City	AZ
86405	Lake Havasu City	AZ
86409	Kingman	AZ
86412	Kingman	AZ
86413	Golden Valley	AZ
86426	Fort Mohave	AZ
86427	Fort Mohave	AZ
86429	Bullhead City	AZ

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86430	Bullhead City	AZ
86431	Kingman	AZ
86436	Topock	AZ
86438	Bullhead City	AZ
86439	Bullhead City	AZ
86440	Mohave Valley	AZ
86446	Bullhead City	AZ
86506	Ganado	AZ
86511	Ganado	AZ
86512	Chambers	AZ
86555	Douglas	AZ

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85039	PHOENIX	AZ
85073	PHOENIX	AZ
85077	PHOENIX	AZ
85235	HAYDEN	AZ
85237	KEARNY	AZ
85262	SCOTTSDALE	AZ
85264	FORT MCDOWELL	AZ
85273	SUPERIOR	AZ
85279	FLORENCE	AZ
85289	TEMPE	AZ
85290	TORTILLA FLAT	AZ
85292	WINKELMAN	AZ
85313	GLENDALE	AZ
85320	AGUILA	AZ
85321	AJO	AZ
85324	BLACK CANYON CITY	AZ
85325	BOUSE	AZ
85332	CONGRESS	AZ
85341	LUKEVILLE	AZ
85344	PARKER	AZ
85347	ROLL	AZ
85348	SALOME	AZ
85356	WELLTON	AZ
85357	WENDEN	AZ
85362	YARNELL	AZ
85371	POSTON	AZ
85390	WICKENBURG	AZ
85501	GLOBE	AZ
85531	CENTRAL	AZ
85533	CLIFTON	AZ
85534	DUNCAN	AZ
85535	EDEN	AZ
85536	FORT THOMAS	AZ
85539	MIAMI	AZ
85540	MORENCI	AZ

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Zip Code	City	State
85541	PAYSON	AZ
85543	PIMA	AZ
85544	PINE	AZ
85545	ROOSEVELT	AZ
85546	SAFFORD	AZ
85548	SAFFORD	AZ
85551	SOLOMON	AZ
85552	THATCHER	AZ
85554	YOUNG	AZ
85601	ARIVACA	AZ
85602	BENSON	AZ
85607	DOUGLAS	AZ
85610	ELFRIDA	AZ
85611	ELGIN	AZ
85615	HEREFORD	AZ
85621	NOGALES	AZ
85624	PATAGONIA	AZ
85625	PEARCE	AZ
85633	SASABE	AZ
85637	SONOITA	AZ
85638	TOMBSTONE	AZ
85643	WILLCOX	AZ
85671	SIERRA VISTA	AZ
85720	TUCSON	AZ
85736	TUCSON	AZ
85775	TUCSON	AZ
85777	TUCSON	AZ
85901	SHOW LOW	AZ
85902	SHOW LOW	AZ
85911	CIBECUE	AZ
85912	WHITE MOUNTAIN LAKE	AZ
85920	ALPINE	AZ
85922	BLUE	AZ
85923	CLAY SPRINGS	AZ
85924	CONCHO	AZ
85925	EAGAR	AZ

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Wireless Services

Zip Code	City	State
85926	FORT APACHE	AZ
85927	GREER	AZ
85928	HEBER	AZ
85929	LAKESIDE	AZ
85930	MCNARY	AZ
85931	FOREST LAKES	AZ
85932	NUTRIOSO	AZ
85933	OVERGAARD	AZ
85934	PINEDALE	AZ
85935	PINETOP	AZ
85936	SAINT JOHNS	AZ
85937	SNOWFLAKE	AZ
85938	SPRINGERVILLE	AZ
85939	TAYLOR	AZ
85940	VERNON	AZ
85941	WHITERIVER	AZ
86001	FLAGSTAFF	AZ
86016	GRAY MOUNTAIN	AZ
86020	CAMERON	AZ
86021	COLORADO CITY	AZ
86022	FREDONIA	AZ
86024	HAPPY JACK	AZ
86031	INDIAN WELLS	AZ
86036	MARBLE CANYON	AZ
86038	MORMON LAKE	AZ
86046	WILLIAMS	AZ
86052	NORTH RIM	AZ
86303	PRESCOTT	AZ
86305	PRESCOTT	AZ
86321	BAGDAD	AZ
86323	CHINO VALLEY	AZ
86324	CLARKDALE	AZ
86332	KIRKLAND	AZ
86334	PAULDEN	AZ
86336	SEDONA	AZ
86337	SELIGMAN	AZ

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ORIGINAL

Global Connection Inc. of America
d/b/a Stand Up Wireless

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Wireless Services

Zip Code	City	State
86338	SKULL VALLEY	AZ
86343	CROWN KING	AZ
86401	KINGMAN	AZ
86406	LAKE HAVASU CITY	AZ
86411	HACKBERRY	AZ
86432	LITTLEFIELD	AZ
86433	OATMAN	AZ
86434	PEACH SPRINGS	AZ
86437	VALENTINE	AZ
86441	DOLAN SPRINGS	AZ
86442	BULLHEAD CITY	AZ
86443	TEMPLE BAR MARINA	AZ
86444	MEADVIEW	AZ
86445	WILLOW BEACH	AZ
86508	LUPTON	AZ
86520	BLUE GAP	AZ
86540	NAZLINI	AZ
86547	ROUND ROCK	AZ

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