

Network Innovations (NI) – Satellite Airtime Terms and Conditions

- 1.0 Availability of Limited Service:** Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number may not appear in more than one terminal. Customer has no property right in such number. NI reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.
- 2.0 Network Innovations Service:** Customer has contracted to have NI provide the service under the terms detailed in this Agreement. Basic Satellite Service is provided via the satellite network utilizing land earth stations. Customer agrees to remain as a subscriber of the satellite service for the contracted period from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. NI reserves the right to change rates. NI reserves the right to back charge for delayed calls at any time.
- 2.1 Renewal/Cancellation/Deactivation of service:** All Post-paid voice plans automatically renew at the end of initial contracted period. Customers who do not wish to renew their airtime contract must provide notice of cancellation to NI thirty (30) days prior to the end of the contract term. If notice of cancellation is not received the service agreement will be renewed on the same plan for the same contractual period and is binding. If the Customer requests deactivation of a service within a contractual period no refund of subscriptions invoices or paid will be given. In addition, a disconnection fee may apply for some satellite services, this includes paying out the remainder of any contracted periods. Notice of termination should be in writing to: Network Innovations Customer Service Department, PO Box 455 Claremont WA 6010, or email ausales@networkinv.com.
- 3.0 Charges:** The customer shall pay for all charges including recurring subscription fees and any airtime charges by Automatic Credit Card Deduction for the minimum contracted period. NI shall have the right to charge and customer shall pay for all airtime charges accrued through the use of the terminal or SIM card. Call records generated by the airtime billing system received from the applicable satellite provider will be considered conclusive evidence of all applicable airtime charges. (NB: This includes all airtime charges generated via unauthorized fraudulent use (see 6 below) and/or due to transfer of ownership of the terminal / SIM without deactivating or notifying NI. Should suspension of service occur for any reason, subscription fees will still apply. All invoiced charges will be considered accepted net 30 days from invoice date. Any disputed charges MUST be notified in writing to NI within the 30 days period. NO disputes will be accepted after the 30-day period. It is the customer's responsibility to ensure they have read and understood the airtime rate plan applicable charges, terms and conditions prior to activating a satellite airtime service.
- 4.0 Invoicing and Guarantee of Payment of Services:** NI will invoice customer monthly. Customers with annual plans will receive an invoice once a year and monthly anytime there has been airtime usage. This bill is due upon receipt or 30 days from the date of the invoice is the customer has a pre-approved credit account. For customer paying by credit card, NI will charge the customer's credit card each month for the next month's monthly service subscription fee and the previous month's airtime usage. It is the customer's responsibility to notify NI when their credit card renews (with the new expiration date and any other changes) or if they wish to change credit cards. Failure to provide NI with updated credit card information could result in suspension of service, deactivation of the SIM card, and a reactivation fee.
- 5.0 Goods and Services Tax (GST):** All applicable airtime and service charges will have GST added at the current applicable rate.
- 6.0 Deposits:** Mobile Satellite services are granted subject to credit approval by NI. NI requires the establishment of credit or the ability to pay invoices according to the established terms. All Foreign Customers may be subject to a \$1000.00 deposit for each terminal. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.
- 7.0 Foreign Credit Cards:** Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to 72 hours. The deposit requirements in 6) above will still apply. NI reserves the right to decline any credit card transaction.
- 8.0 Non-Payment / Breach:** A late charge of 1% per month will be applied to each of Customer's service invoices not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay NI all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by NI in exercising any of its rights under the Agreement. Should Customers service be suspended for nonpayment, NI will charge a \$50.00 per mobile terminal fee for re-activation.
- 9.0 Data Transmission Use & Dropped Calls:** Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of satellite and other operating systems, NI makes no representation as to the success of voice or data calls through any system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/ obstruction), all satellite systems (including low earth orbiting satellite constellations) have inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. NI can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.
- 10.0 Contractual Limitations/Plan changes:** During the contract period, customer may change their pricing plan to a higher plan and pay any applicable price difference. Moving to a lower pricing plan, when applicable, however may incur fees and charges. In both circumstances the contractual period may also be restarted for a new contractual period. Please consult with a sales representative for more details.
- 11.0 Other Charges:** Early termination/disconnection of services may incur charges. Swapping a SIM card will also result in fee charges. Reactivation of a terminal or SIM card may be available however fees may apply. In addition, no guarantee can be given by NI that the original phone number will be available. The contracted call plan charges are determined by the geographical location of the satellite terminal or SIM and may vary.
- 12.0 Assignment:** This Service Agreement cannot be assigned without the written consent of NI.
- 13.0 Emergency Services:** Registration with GEOS to enable emergency messaging capabilities and all emergency search and rescue and medical evacuation services require a separate subscription from a 3rd party issuer. All costs related to those services are the responsibility of the user.
- 14.0 Managed Services:** When necessary, NI will, on behalf of the customer, complete the initial account creation process based on information provided by the customer and will conduct train-the-trainer sessions via Web-X on the administrative applications. The customer Administrator will be responsible for all account set up functions, data input and maintenance. NI will not be held responsible for any customer data entry or maintenance. NI shall not be liable to Customer, nor shall Customer make any claim against NI or its suppliers, for injury, loss or damage sustained by reason of any unavailability, delay, faultiness or failure of the facilities and services to be provided by NI pursuant to this Agreement.
- 15.0 Limitation of Liability:** The satellite services provided by NI may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. NI makes no representation that it can provide uninterrupted service. Furthermore, NI shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of NI. NI shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control.
NI MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. NI SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS IF CAUSED BY THE SOLE NEGLIGENCE OF NI.
- 16.0 Subscriber Terminals and Equipment:** Unless provided otherwise, NI is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer should notify NI immediately, but will still be held responsible for all charges as agreed upon in this Agreement. Additionally, it is the customer's sole responsibility to ensure all their satellite and associated computer or other hardware interfaced equipment are properly configured and only authorized users have access to the equipment. This includes ensuring automatic computer updates are configured correctly. No credits will be given to the customer by NI for any alleged accidental, inadvertent, unauthorized or fraudulent usage. NB: All satellite airtime usage including voice calls, data email and internet use including automatic computer software updates made via a satellite terminal incur charges. Please consult with a sales representative for more details if account monitoring is required.
- 17.0 Unauthorized / Fraudulent Use Charges:** It is the customer's responsibility to ensure that appropriate processes and procedures are in place to ensure no unauthorized access or fraudulent use of the satellite terminal. If the satellite terminal or SIM card are stolen it is the customer's sole responsibility to notify NI as soon as is practical in writing to suspend or deactivate the terminal or SIM to limit Unauthorized / Fraudulent Use Charges. ALL CHARGES made from the terminal and/or SIM will be chargeable however caused until suspension or deactivation. It is at NI's discretion to refund any pre-paid subscriptions or cancel any remaining charges for the remainder of the contracted period dependent upon the satellite airtime providers policy.
- 18.0 Licensing:** Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. NI does not guarantee any authority to radiate from territories other than those allowing trans-border operations of satellite equipment. It is the customer's responsibility to ensure conformity with any license arrangements in the country of use. NI will not accept liability for any loss associated with unlicensed usage.
- 19.0 Governing Law:** Any disputes or legal proceedings arising out of or in connection with this agreement shall be governed by the exclusive jurisdiction of the courts of Western Australia.