



Rights and Obligations regarding Airtime (Pre-Paid Inmarsat, Post Paid Inmarsat, Pre-Paid Iridium, Post Paid Iridium)

## 1. Legal Document

1.1 This Agreement is a legal document and it is presumed to have been read and understood by the Client and the Guarantor and may be used by Us to prove Your obligations under the Agreement including in a Court of Law.

1.2 The client and the Guarantor confirm that they are each jointly and severally bound by this Agreement.

## 2. Current Price List and Phone Usage Charges

2.1 All purchases and services rendered under this agreement is charged as per our current price list and phone usage charges (Price List) available on our website and can be found at [www.mglsat.com](http://www.mglsat.com)

2.2 You acknowledge that You have read and agree to our price list as set out on our website at the date of this agreement.

2.3 Our price list may increase or decrease from time to time.

2.4 We will keep you informed of any changes in our price list and phone usage charges.

2.5 In the event You wish to discontinue Your Services You must inform us within 3 days of receiving such notice You must pay Us all outstanding charges, fees and any monies outstanding including the whole of the amount payable under any ongoing and fixed term contracts with Us.

## 3. Pay Us

3.1 You must pay us any money payable by you under this Agreement or otherwise without set off or deduction.

3.2 Any invoice rendered by us to you under this agreement is payable:

a. within 14 days of the date of the invoice if you are a current corporate client; or

b. on or within 7 days of the date of the invoice for non corporate clients by automatic payment via your authorised credit card.

c. on or within 3 days of the date of the invoice for non corporate clients by PayPal.

3.3 No trust applies to any money received by us from you under this Agreement.

## 4. When your obligations to us are deemed to be discharged

4.1 Notwithstanding any to the contrary your obligations to pay us any money due to us is only discharged on payment in full to us but is otherwise a continuing obligation.

4.2 Your obligations to us are not to be construed as being limited to amounts we invoice you for.

## 5. Term and Grant

5.1 This Agreement runs for a minimum initial term of 12 months from the date of this Agreement.

5.2 In the event any government grant scheme or government payment applies to this agreement, the minimum initial term is for a period of 12 months from the date of this agreement.

## 6. Irrevocable Authorisation

6.1 You irrevocably authorise us to deduct any money due to us from your nominated credit card on or after the date of invoice or notification of money due to us.

6.2 In the event Your Authorised Credit Card is no longer in use, You must within 7 days of the cessation of the Authorised Credit Card inform Us and provide us with an irrevocable authority to deduct money from a replacement credit card.

## 7. What we can ask you to pay

7.1 Reference to any money due to Us by You under this Agreement includes any amounts which we are or might become liable for to any third party as a result of Us entering into this Agreement including but not limited to Our Lawyer's Costs.

## 8. Currency & GST

8.1 All prices listed for purchase of hardware on [www.mglsat.com](http://www.mglsat.com) are in Australian Dollars (AUD) and inclusive of GST.

8.2 All sums and prices for our service are inclusive of GST.

## 9. No limit of Charges for Use by You of Equipment and Services

9.1 You are solely responsible for monitoring your usage of any service we provide to you under this agreement or otherwise.

9.2 This agreement is entered into strictly on the basis of user pays. Charges that are incurred for any equipment or service provided to you by us are your responsibility.

9.3 We are not required to monitor your phone usage charge.

9.4 We may but are in no way obligated to inform or alert you once you have reached a pre-determined limit on the phone and or BGAN usage charge.

9.5 We are no way obligated to ensure that any alerts we send to you are received by You.

9.6 All charges incurred following any alert by us remains the sole responsibility of the User.

## 10. Ownership of anything we provide to you

10.1 Unless you purchased an item of equipment from us outright and have paid for the item in full you agree and

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acknowledge that we retain title in any and all equipment and service.

10.2 You have no proprietary rights whether legal or beneficial in the service or the equipment other than equipment purchased outright from us.

10.3 You must clearly mark any equipment not purchased outright from us as our property.

10.4 Unless you have paid for any equipment or item in full you must not allow any matter or thing we give you to mix with anything else you have in your possession or control.

10.5 If in breach of this agreement you sell encumber or otherwise dispose of anything we rent or provide to you, we will charge the current full retail price of the item to your nominated credit card or bank account. If we are unable to receive full payment for the item for any reason, a trust applies to the proceeds of any such sale or encumbrance or disposition.

## 11. Acknowledgement as to condition

11.1 You agree and acknowledge that you have examined the equipment at delivery and unless you have informed MGLSAT of any fault or damage with the equipment verbally within 24 hours and in writing within 3 days of receiving the equipment from MGLSAT of any faults or damage, you acknowledge receipt of the equipment in full working order and condition.

11.2 In addition to any other provision in this agreement you acknowledge and agree that you have relied solely on your own judgment in entering into this agreement or any other agreement with us and /or accepting the equipment or services.

## 12. Your obligations in respect of the use of the service

12.1 You must not do anything that may endanger, prevent or disrupt the service.

12.2 If the service is cancelled or disrupted in any way, you must notify us immediately.

12.3 You must not use or cause to be used or permit the equipment or the service to be used:

- a. in violation of any law or regulation of the place where used.
- b. for any other illegal or immoral purpose.
- c. contrary to provisions of any insurance policy in respect of the equipment; and
- d. in contravention of the provisions of this agreement.

## 13. Service and equipment failure

13.1 You acknowledge and agree that the service and or the equipment may experience down time or failure from time to time.

13.2 We are not responsible for any of your losses in the event of any temporary service and equipment failures including but not limited to any consequential losses.

13.3 You must inform us immediately:

a. of any service and equipment failure as soon as you are aware of such failure.

b. in the event the equipment or service or any part of each is damaged, destroyed, interfered with in any way or is not in proper working condition including where there is a malfunction;

13.4 Irrespective of any notification you give or might give us we may but are not required to take any remedial action.

13.5 You must advise us in the event that anyone attempts to remove the equipment that it is our property and does not belong to you.

## 14. Limited liability on our part

14.1 We make no warranty about the working condition of the equipment.

14.2 You acknowledge and agree that our liability to you and any one through you is limited to the repair and where appropriate the replacement of any equipment or service for the duration of this agreement only.

14.3 It is our decision at our discretion if we will repair or replace any equipment or service.

14.4 If any equipment or service or part of it has been damaged by you or anyone through you, you must pay for the cost of the replacement or repair of the equipment or service at our prevailing rates from time to time.

14.5 In the event we decide to replace any equipment under this clause, we may substitute the equipment with any such type or model of the equipment which in our complete and unfettered opinion is a suitable substitution.

14.6 Any replaced or substituted equipment is subject to the terms of this agreement.

a. We are not liable to you or any third party for any loss in connection with use of our equipment or service or any failure of our equipment or service.

b. "Loss" means any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered including consequential losses.

## 15. How this Agreement comes to an end

15.1 This agreement comes to an end automatically without the need to give notice on our part and with discharging you from any obligations that survive this agreement when:

a. You have failed to pay us any money due to us under this agreement or otherwise within seven (7) days of such money becoming due and payable

b. You or the guarantor (if any):

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- (i) goes into liquidation or bankruptcy
- (ii) has a receiver or administrator appointed
- (iii) enters into a voluntary arrangement with his, her or its creditors
- (iv) have Judgment entered against you or the guarantor;
- (v) die or suffer from a legal disability, or if you are a corporate entity, you cease to exist or cease carrying on business; or
- (vi) have committed an act of insolvency.

c. We give you written notice that in our reasonable opinion we take the view that you will be unable to pay your obligations to us in full;

d. We, in our complete and unfettered discretion and for any reason whatsoever, decide to terminate the agreement by giving You fourteen (14) days notice.

## 16. What happens in the event this Agreement ends

16.1 When this Agreement comes to an end the following must happen:

- a. You must return the equipment to us at our usual business premises within 24 hours or according to our demand in writing;
- b. You, including your receiver or administrator, irrevocably gives us access to enter into your premises or any other premises you have the right to be on to remove any equipment during normal business hours unless otherwise agreed between the parties;
- c. You must take all available steps to protect and keep safe our rights and the equipment, until we remove the equipment and from your premises;
- d. You must return all of the equipment and must not withhold any of the equipment from us for any reason whatsoever.

16.2 Where termination is due to your fault you are responsible for our costs (including direct or indirect costs such as legal costs to the highest extent) involved in recovering the equipment.

16.3 We are not liable for any costs incurred by you in complying with this agreement whether or not termination is due to our fault.

## 17. Service

17.1 The service will be available to you within 48 hours of the date of this agreement and will continue until such time as this agreement is suspended, terminated or comes to an end under this agreement.

17.2 We may vary all or part of the service at any time at our complete and unfettered discretion.

17.3 You must follow our instructions to enable any change to our service.

17.4 You must not do anything or refrain from doing anything which would prevent us from changing our service.

17.5 Any change in our service does not in any way constitute a breach of this agreement.

## 18. Suspension of service

18.1 We may but are not required to suspend the service with no notice or liability to you:

- a. in the event you fail to pay any money in accordance to this agreement within 7 days of the due date of payment; or
- b. in the event you commit any breach of this agreement other than non- payment and where the breach is capable of being remedied, fails to remedy the breach within 7 business days after being required by written notice to do so;
- c. during any recalibration, upgrade or any maintenance of the services and or equipment by us or our suppliers;
- d. during the time any of our suppliers require the service or equipment use to be suspended for any reason whatsoever;
- e. in the event the service is unable to be provided for any reason whatsoever.

## 19. Access and Permission

19.1 You must provide us with access to your premises and vehicles at reasonable times to enable us to install, maintain, inspect, remove or replace the equipment upon reasonable notice by us to you.

19.2 You must meet our reasonable requirements about the safety of any of our personnel, agents or contractors who perform this work.

19.3 You must have a building structure and internal fit-out deemed acceptable by us for the installation of all necessary equipment so that the service can be operated effectively.

19.4 You agree and acknowledge that you have obtained all necessary permission or authorisation for the installation, maintenance, removal and inspection of the equipment and service, including any permission or authorisation to us to enter the premises.

19.5 You agree and acknowledge that the matters described in the preceding paragraphs of this clause will not result in legal or beneficial ownership of the equipment passing to any third party.

## 20. Guarantee

20.1 In consideration of us supplying the equipment and or services to the guaranteed party, the guarantor agrees:

- a. to guarantee all of the guaranteed party's obligations to us including but not limited to making payment to us under this agreement on the terms and conditions as provided for under this agreement; and

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b. to indemnify us in respect of all obligations on the part of the guaranteed party including but not limited to making payment to us under this agreement.

20.2 The guarantor's guarantee and indemnity under this clause:

a. is a continuing guarantee and indemnity and continues for any and all other payments and obligations due and owing by the guaranteed party under this agreement; and

b. will survive any insolvency on the part of the Guaranteed Party including but not limited to payments recovered under the Voidable Transaction provisions under Division 2 of the Corporations Act 2001 or other like payments.

20.3 In the event of a liquidator, official manager or official receiver in bankruptcy of the guaranteed party or the guaranteed party or its liquidator, official manager or official receiver recovering from us any payment made by the guaranteed party in discharge of their obligations to us, the guarantor will remain liable in relation to the amount recovered as if this guarantee has never been discharged.

20.4 If a payment is made to us by or on behalf of the guaranteed party and is subsequently avoided by a statutory provision, such payment will not have discharged the guaranteed party's liability to us under this Agreement and in such event we will be restored to the position in which we would have been and we will be entitled to exercise all the rights which the we would have had if such payment had not been made.

## 21. Costs

21.1 You must reimburse Us for all costs charges duties or imposts arising out of or incidental to this agreement.

## 22. Confidentiality and intellectual property

22.1 You must keep confidential all of our confidential information at all times and must not disclose any confidential information to any third party without our prior approval;

22.2 Our intellectual property, including but not limited to our trade marks (if any), belong to Us.

22.3 You acknowledge that any service, products, logos and company names mentioned, shown or in any way described on any of our equipment may be third parties' trade marks.

22.4 You must not use any of our intellectual property and third parties' trade marks which does not belong to you in any way, involving but not limited to:

22.5 In or as the whole or part of your own trade marks;

a. In connection with activities, products or service which are not Our activities, products or services;

b. In a manner which may be confusing, misleading or deceptive;

c. In a manner that disparages Us or Our information, products or services.

## 23. No Representation

23.1 You agree and acknowledge that in entering into this agreement, you have not relied on any representation, warranty, undertaking or other provisions made or given by us except as expressly provided for in this agreement.

## 24. Waiver

24.1 No failure or delay by either party in exercising any of their rights under this agreement shall be deemed to be neither a:

a. waiver of that right;

b. waiver by either party of any breach of this agreement; nor

c. waiver of any subsequent breach of the same or any other provision.

24.2 Any waiver in regard to the performance of this agreement operates only if in writing and applies only to the specified instance, and must not affect the existence and continued applicability of the terms of it thereafter.

## 25. Entire Agreement

25.1 This agreement embodies all the terms binding between the parties and replaces all previous representations or proposals.

## 26. Amendments

26.1 This Agreement may not be varied except in writing signed by the parties.

## 27. Reading Down

27.1 If any provision of this agreement is void or voidable or unenforceable in accordance with its terms but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, that provision must be read down accordingly.

## 28. Severability and Construction

28.1 If, despite the provisions of this agreement a provision is still void, voidable, unenforceable or illegal:

a. if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and

b. in any other case the whole provision is severed.

28.2 the remainder of this agreement will remain in full force and effect.

28.3 A construction of this agreement that results in all provision being enforceable and effective is to be preferred to a construction that does not.

## 29. Notices

29.1 Any notice to be given under this agreement must be delivered by hand or prepaid post, or sent by telex or facsimile

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provided that a communication sent by telex or facsimile must be immediately confirmed in writing by the sending party by hand delivery or prepaid post.

29.2 A communication is deemed to be received if:

- a. hand delivered: on the next following Business Day;
- b. posted: on the second Business Day after posting; and
- c. sent by facsimile: on the next following Business Day unless the receiving party has requested re-transmission before the end of the Business Day.

## 30. Resolution Of Disputes

30.1 If a dispute arises between the parties to this agreement, the parties agree to first attempt to mediate a resolution.

30.2 In the event litigation ensues first the parties agree to submit to mediation or such other alternative dispute resolution procedure as the relevant forum may prescribe.

## 31. Definitions

a. Confidential Information means all information passing from us to you including but not limited to trade secrets, inventions, designs, drawings, know-how, ideas, techniques, source code and object code, circuit layouts and integrated circuits, business and marketing plans and projections, profit and loss statements, management reports, arrangements and agreements with third parties, customer information of whatsoever nature, formulae, customer lists, concepts not reduced to material form, plans, models.

b. Corporate client means a client who has received prior written credit approval by us;

c. Equipment means all of the equipment supplied by us including but not limited to satellite telephone handsets, carry cases, chargers, user guides, car antennae or any other equipment used or required to enable satellite telephone coverage and usage and includes any item of equipment which is added or substituted by us from time to time as contemplated by this agreement other than the equipment purchased outright and paid in full by you.

d. Fee means any payment required to be paid by you to us under this agreement.

e. **GST** has the meaning given to that term in the GST Act.

f. **GST Act** means A New Tax System (Goods and Services) Act 1999 (Commonwealth of Australia).

g. **MGLSAT** means the business known as MGL Telecoms (Aust) Pty Limited of Level 13/200 Queen Street, MELBOURNE, VICTORIA Australia 3000 and carried on by MGLSAT, ABN 83 136 396 033.

h. **MGLSAT Terms and Conditions** means this agreement in its entirety which includes the terms under the sections headed phone usage charges and rights and obligations.

i. **Service** means any service offered by us that allows satellite telecommunication from, to and between terminals.

## 32. Interpretation

a. This Agreement is governed by the laws of the State of VICTORIA Australia.

b. Any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

c. Words importing the singular or plural number of the masculine gender shall be read as also importing and including the plural or singular number of the feminine gender as the case may require and a covenant proviso or provision in which more persons than one covenant and agree or are deemed to bind and extend to such persons any two or greater number of them jointly and each of them severally and the words "lease" and "agreement" wherever herein appearing shall be read as synonymous.

d. In the event that any provision of the service agreement is held to be invalid in any way or unenforceable it is to be severed and the remaining provisions will not in any way be affected or impaired and the service agreement is to be construed so as to most nearly give effect to the intention of the parties as it was originally executed.

e. Any reference to an amount of money in this agreement is a reference to the amount in the lawful currency of Australia.

f. Reference to a time and date in connection with the performance of an obligation by a party is a reference to the time and date in Brisbane, Queensland, Australia even if the obligation is to be performed elsewhere;

g. Reference to the rights, duties, obligations and liabilities of more than one party will in every case be a reference to rights, duties, obligations and liabilities that are several and not joint or joint and several;

h. Except for the purpose of identification headings and underlining's have been inserted in this agreement for the purpose of guidance only and are not part of this agreement;

i. A rule of construction will not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it

j. The words include, including, for example or such as are not used as nor are they to be interpreted as words of limitation and when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

k. the word person includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or a government agency; a document (including this Agreement) includes any variation or replacement of it; and

l. a person named as a party in this Agreement includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.

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Rights and Obligations regarding Airtime (Short Burst Data - Iridium)

Please read and accept the terms and conditions for Satellite Communications Service before you commence. Where you deal as a consumer nothing in these terms and conditions seeks or shall act to adversely affect your statutory rights.

## DEFINITIONS

"Affiliate" or a person "Affiliated", with a specified person is a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified person. For purposes of the foregoing, "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, or by contract;

"Charges" means the charges made for use of the Service, on a post-paid monthly account or pre-paid voucher basis as set out at clause 2 and calculated using the rates set out at Schedule 1, varied from time to time in accordance with clause 19, and any third party charges as described in clause 2.9 and any sums which may arise from the grossing up described in clause 2.10 and any applicable licence fees and other charges in respect of Horizon services;

"Content" means all textual, data, visual, audio or other material appearing on or available through the Service which may be supplied by the Service Provider from time to time;

"Credit Limit" means, in the case of a post-paid monthly account, the amount of credit You are allowed in respect of the Charges for each calendar month;

"Deposit" means, in the case of a post-paid monthly account, an amount equivalent to Your Credit Limit as proposed by You and consented to by the Service Provider from time to time;

"Horizon" means a suite of products and devices provided by SatCom and using internet protocols to deliver additional communications capabilities including making the Services available to multiple users within Your organisation;

"Inmarsat" means Inmarsat Global Limited (no 03675885) whose registered office is at 99 City Road, London EC1Y 1AX;

"Inmarsat Indemnities" means Inmarsat or any Affiliate of Inmarsat, and the officers, employees or agents of either of them;

"Iridium" means Iridium Satellite LLC of Arlington Virginia 22209 USA;

"Intellectual Property Rights" means all patents, utility models, registered and unregistered trade marks and service marks, trade and business names, copyright (including database rights), rights in domain names, design rights and registered designs, know how and any other intellectual property rights

(including applications for or rights to apply for any rights) whether enforceable in the United Kingdom or otherwise;

"Minimum Term" means the minimum term of this Agreement as set out in clause 1;

"Network" means the satellite and terrestrial system over which the Service is provided to You;

"Registration" means acceptance by the Service Provider of Your application to register with the Service Provider for the Service;

"Satellite Operator" means Inmarsat, Iridium, Thuraya or any of them as the case may be;

"Service" means the mobile satellite and terrestrial communications service operated by a Satellite Operator which enables You, via the Network, to make and receive calls and where applicable to send and receive data and SMS messages and such other services (including the Content) as are made available to You by the Service Provider from time to time as indicated in Schedule 2;

"Service Levels" means the service levels (if any) to which the Services are to be provided;

"Service Provider" means MGLSAT (MGL Telecoms (Aust) Pty Limited, Level 13/200 Queen Street, MELBOURNE, VICTORIA, Australia 3000;

"SIM Card" means a subscriber identity module;

"SMS" Means short message service (text) messaging which is incorporated as part of the service enabled by the Service;

"Subscriber Unit" means the equipment unit necessary for You to initiate and receive communications via the Network including where applicable any Horizon equipment;

"Thuraya" means Thuraya Satellite Telecommunications Private Joint Stock Company of PO Box 33344, Abu Dhabi, UAE;

"Third Party Facilities" means the functionality by which the Services (or any part of them) are made available to third parties for personal use and accessed by use of a PIN issued by You to the third party including but not limited to Horizon;

"Validity Period" means the period of time from the date of purchase of a Voucher to the date of expiry of that Voucher as specified in Schedule 1;

"Voucher" means prepaid credit purchased by You and which entitles You, within the validity Period, to use the Service and incur Charges to the value of the prepayment; and

"You" means the person or organisation agreeing to receive and pay for the Service on the terms set out herein as well as, where the context so requires, anyone acting on that person or organisation's authority.

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## 1) MINIMUM TERM

1.1) Subject to the provisions of clauses 4 and 8, this Agreement will continue for a minimum of 12 months from the date of Registration. Thereafter, it may be terminated as set out at clause 8

## 2) CHARGES

In the case of a post-paid monthly account:

2.1) The Service Provider will send You a monthly invoice for the Charges incurred and not previously billed.

2.2) You agree to pay all Charges within 14 days of the date of the relevant invoice.

2.3) The Service Provider will accept payment of the Charges by credit card, cheque or bank transfer, as agreed with You from time to time.

2.4) Notwithstanding clauses 6.1 and 8.3, any unpaid Charges will be added to the following monthly invoice. The Service Provider may charge interest on unpaid Charges at a rate of 5% above the base rate of The Reserve Bank of Australia.

**In the case of a pre-paid account:**

2.5) You may purchase Airtime Units through the Service Provider's website at [www.mglsat.com](http://www.mglsat.com) using a credit or debit card or other means of payment agreed between the Service Provider and You from time to time.

2.6) Where by whatever means You incur Charges in excess of the credit available from the Units Purchase and therefore incur a negative balance on Your account the Service Provider may carry forward the excess and offset this against future Units purchased by You.

2.7) In the event that You make no further Unit purchases within 2 months of the exhaustion of the credit the Service Provider may invoice You for any unpaid excess as described in clause 2.6 above.

**In all cases:**

2.8) The Service Provider reserves the right to vary the Charges from time to time upon giving written notification to You in accordance with clause 19.

2.9) The Charges referred to above whether by monthly invoice or by Voucher may include where applicable charges for any items and additional services for which You or any third party has signed up using the data or SMS component of the Service.

2.10) All amounts payable by You under this Agreement shall be subject to such taxes, charges and other duties as are required by law. If a payment due from You under this Agreement is subject to tax (whether by way of direct assessment or withholding at its source) or any other deduction, the Service Provider shall be entitled to receive from You such amounts as will ensure that the net receipt, after tax or deduction, to the Service Provider in respect of the payment is the same as it would have been were the payment not subject to tax or deduction.

## 3) SERVICE

3.1) The Service Provider will use its reasonable endeavours to provide You with a quality of service generally expected of a competent mobile telecommunications service provider exercising due skill and care and providing access to a network similar to the Network.

3.2) The quality and availability of the Service may be affected by factors beyond the Service Provider's control including, but not limited to: physical obstructions, atmospheric conditions and other causes of radio interference; insolvency of, default or industrial action by any third party providing telecommunications networks on which the Network relies or faults in any such telecommunications networks; too many users trying to use the Network at any one time; or the functioning of the Subscriber Unit.

3.3) The Service Provider reserves the right to vary the technical specifications of the Service from time to time with or without notice.

## 4) CONDITIONS OF USE OF THE SERVICE

4.1) You agree not to use (and not to as allow any person to use) the Service to receive, store, display, send or publish any material which is offensive, abusive (racially, ethnically or otherwise), indecent or defamatory; causes a nuisance or annoyance to any third party (including repeated unsolicited communications without reasonable cause); violates any law regarding unfair competition, anti-discrimination, false advertising or consumer protection or any other applicable law, regulation or code or in any way is otherwise unlawful.

4.2) You agree not to commit (or allow any person to commit) any act that will damage or potentially damage the operation of whole or part of the Network or in any way have a detrimental effect on the Network.

4.3) You agree to comply with all reasonable instructions, requests for information, security checks and other checks issued by the Service Provider in connection with the use of the Service.

4.4) You will only use the Network in conjunction with the Subscriber Unit.

4.5) You will not make reverse charge calls.

4.6) Where Third Party Facilities are operated on Your account You will allow access by third parties for the provision of Third Party Facilities and/or third party access to data services subject to the provisions of this clause 4.

4.7) You are responsible for all Charges on Your account whether incurred by You personally or otherwise, including charges incurred through additional SMS related or data services and charges incurred by use of or through Third Party Facilities. You are also responsible for ensuring compliance with the relevant conditions of this Agreement by third parties who make use of Third Party Facilities and shall be liable under this Agreement for the acts and omissions of third parties as if they were Your acts or omissions.

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4.8) You shall not without the prior written consent of the Service Provider indulge in Bypass where Bypass means any mechanism intended: i) to divert to any destination other than the Satellite Operator's gateway any inbound traffic originating from a Public Switched Telephone Network (PSTN) and/or VOIP network and currently routed through the Satellite Operator's gateway for routing of calls; or ii) to bypass the satellite Operator's gateways for routing of calls through the various PSTN, PLMN, PTT or IXL providers; or iii) to employ any other connectivity which could constitute network abuse or have damaging effect or cause abnormal call service performance. Where You wish to apply for such consent you shall provide the Service Provider with details of the proposed Bypass. Consent will be issued or withheld at the Service Provider's absolute discretion.

## 5) CONTENT

5.1) The Service Provider will use all reasonable endeavours to maintain the Content but makes no representations as to the continuity of supply, accuracy, currency or completeness of the Content and is not liable for any action You or any other party take in reliance on the Content.

5.2) The Service Provider reserves the right to vary the Content from time to time.

5.3) You agree not to use the Content in any way that is in breach of confidence or infringes the Intellectual Property Rights, privacy, publicity or any other rights of third parties or of the Service Provider.

5.4) The Service Provider is not a party to any transaction and does not accept responsibility for any transaction concerning any goods or services offered by a third party in the Content.

## 6) SUSPENSION OF THE SERVICE

6.1) The Service Provider may suspend all or any part of the Service without notice or, if applicable, refuse to activate the Subscriber Unit and/or Service:

6.1.1) if You are in breach of any part of this Agreement including, but not limited to, any failure to pay the relevant Charges;

6.1.2) if the Service Provider has reason to believe that You have supplied false particulars upon Registration or have, in any way, entered into this Agreement fraudulently;

6.1.3) if the Service Provider has reason to believe that fraudulent or improper use is being made of the Service and/or the Subscriber Unit;

6.1.4) if the Service Provider is notified of the theft loss or destruction of the Subscriber Unit and/or SIM Card;

6.1.5) to investigate a complaint made against You;

6.1.6) if it is necessary to carry out maintenance, modifications or improvements of the Network (although the Service Provider will use its best endeavours to provide alternative Service and/or to keep suspension of the Service to a minimum); or

6.1.7) for reasons beyond the Service Provider's control.

6.2) If the Service Provider suspends the Service for a reason set out in clauses 6.1.1 to 6.1.5, You remain liable throughout the period of suspension for all Charges relating to the provision of the Service.

## 7) SIM CARD AND SUBSCRIBER UNIT

7.1) You will be provided with a Subscriber Unit under a separate agreement.

7.2) The SIM Card is provided to You under licence and at all times remains the property of the MGLSAT.

7.3) You agree to take all reasonable precautions to prevent the loss, theft, unauthorised use of, damage to or destruction of the SIM Card.

7.4) You agree to inform the Service Provider immediately (or as soon as is reasonably practicable) of the loss, theft, actual and potential unauthorised use of damage to or destruction of the SIM Card and/or Subscriber Unit.

7.5) You agree to comply with all reasonable instructions, requests for information, security checks and other checks required by the Service Provider in connection with the occurrence of any event specified in 7.3 or 7.4.

7.6) If You inform the Service Provider of an occurrence detailed in clause 7.4, the Service Provider will use its best endeavours to deactivate the SIM Card as soon as is reasonably practicable. You remain liable for all Charges incurred as a result of any unauthorised use of the SIM Card or the Subscriber Unit. If the Minimum Term has not expired, You are liable for the Charges that relate to the remaining period of the Minimum Term whether or not You choose to replace the SIM Card and/or the Subscriber Unit.

7.7) You may be required to pay a fee for each and all replacement SIM Cards as specified by the Service Provider.

## 8) TERMINATION

8.1) You may terminate this Agreement by giving one month's written notification to the Service Provider at any time after the end of the Minimum Term, provided that all Charges properly invoiced to You are fully paid prior to such notice expiring. In addition You will remain liable for Charges incurred prior to the date of expiry of the notice but not yet invoiced.

8.2) Notwithstanding the provisions of clauses 1 and 8.1, You may terminate this Agreement immediately upon request in writing to the Service Provider if:

8.2.1) the Service Provider is in breach of an important obligation under this Agreement and fails to remedy the breach within 21 days of being asked to do so by You in writing;

8.2.2) the Services are permanently unavailable to You.

8.3) The Service Provider may terminate this Agreement if:

8.3.1) You breach an important condition of this Agreement (including, but not limited to, failure to pay any Charges due or any increase in the Deposit under clause 11.2);



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8.3.2) You breach a lesser condition of this Agreement and fail to remedy the breach within 14 days of being asked to do so in writing by the Service Provider;

8.3.3) You are unable to pay debts (within the meaning of section 123 of the Insolvency Act 1986) or make (or offer to make) an arrangement with creditors; commit an act of bankruptcy; any person serves a petition for bankruptcy, receiving order or administration order against You; You are a limited company and a winding up resolution is passed or a receiver or administrator is appointed over all or part of Your assets (otherwise than for a solvent reconstruction or amalgamation); or any such similar event involving You occurs in any jurisdiction;

8.3.4) any licence or other permission required (whether by the Service Provider or otherwise) to run the Network is revoked; or

8.3.5) all Services are permanently unavailable.

8.4) Notwithstanding the provisions of clause 1 and clause 8.3, the Service Provider may at any time terminate this Agreement at its own discretion by giving one month's written notification to You. The Service Provider is under no obligation to provide You with any reason for termination.

## 9) CONSEQUENCES OF TERMINATION

9.1) Upon termination of this Agreement:

9.1.1) the Subscriber Unit will be disconnected and You will no longer be entitled to use the Service;

9.1.2) if requested by the Service Provider, You must return the SIM Card to the Service Provider in good condition as soon as is reasonably practicable and in any event within 14 days;

9.1.3) You will be required to pay all outstanding Charges immediately;

9.1.4) except where You terminate this Agreement in accordance with clause 8.2 or the Service Provider terminates this Agreement in accordance with clause 8.4 You will be required to pay the Charges for the amount of the Minimum Term that has left to run or, if the Minimum Term has expired, for a further calendar month.

9.2) The Service Provider will repay the Deposit or a balance of the Deposit to You in accordance with clause 11.4.

## 10) ASSIGNMENT

10.1) The Service Provider reserves the right, at any time, to assign its rights and obligations under this Agreement to any third party.

10.2) This Agreement is personal to You. You may not assign any or all of its rights and obligations under this Agreement to a third party unless:

10.2.1) You have notified the Service Provider of its intention to do so; and

10.2.2) the Service Provider has agreed in writing to the assignment.

10.3) An assignment by You to a third party will not be effective until the Registration of the third party. Upon Registration, the third party will be deemed to have accepted the terms of this Agreement.

## 11) DEPOSIT

11.1) Upon purchase of the Subscriber Unit, You must, if required by the Service Provider, pay the Deposit to the Service Provider. A Deposit is not normally required in respect of a pre-payment account.

11.2) The Deposit is held by the Service Provider as a guarantee against the non-payment of Charges. A Charge is considered to be unpaid if payment remains outstanding for a period of more than 14 days from the date of the invoice. The Service Provider can request an increase in the Deposit at any time if:

11.2.1) the unpaid Charges exceed the Deposit.

11.2.2) the Service Provider makes additional services available to you.

11.3) Refusal to pay any such increase as detailed in clause 11.2 will entitle the Service Provider to terminate the Agreement.

11.4) The Service Provider is entitled to keep the Deposit until this Agreement ends. Following termination the Service Provider will return the Deposit to You when You pay all outstanding Charges. The Service Provider may, but shall not be obliged to, use the Deposit to pay any Charges outstanding upon termination and any late charges arising or coming to light after termination. No interest is payable on the Deposit.

## 12) RIGHTS OF SERVICE PROVIDER

12.1) For the purposes of good management and security, the Service Provider reserves the right to:

12.1.1) monitor the contents of any text message You send or receive from time to time;

12.1.2) record any conversations between You and the Service Provider's employees or agents.

## 13) USE OF INFORMATION

13.1) The Service Provider reserves the right to:

13.1.1) disclose information about You including, but not limited to, details about Your use of the Service and conduct of Your account for the purpose of operating the account and providing You with the Service;

13.1.2) analyse information about You for marketing purposes (unless You request otherwise in accordance with clause 15) and such information may be used to offer You products, Services and offers that the Service Provider considers may be of interest to You.

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13.2) Your information set out in clause 13.1 may be disclosed to or analysed by the Service Provider's associate companies, any party who acts on behalf of the Service Provider or its associate companies, agents of the Service Provider, telecommunications companies, debt collection agencies or credit reference agencies, whether in the United Kingdom or abroad.

13.3) Disclosure of Your information may be required by an order of any court of competent jurisdiction or by statutory authority. Your information may be used by the Service Provider or any other party for the purposes of detection of fraud or prevention of crime.

13.4) Information concerning You may be used by other parties in assessing an application for credit from You or members of your household. Your information may be used for the purpose of debt tracing or credit management.

13.5) The Service Provider may disclose Your full name, address and the Subscriber Unit phone number in order to provide a publicly accessible directory service, whether operated by the Service Provider or a third party, unless You request otherwise in accordance with clause 15.

13.6) When You use the Subscriber Unit the phone number and the identity of any person associated with it as well as Your identity may be sent through the Network thereby identifying You to the person receiving the call unless You request otherwise in accordance with clause 15.

13.7) By entering into this Agreement You consent to the transfer of information about You as detailed in this clause.

## 14) LIABILITY

14.1) The Service Provider will not be liable to You in contract or tort or otherwise for any loss of: i) profits (whether direct or indirect); ii) business; iii) revenue; iv) goodwill; or v) anticipated savings, or for any indirect or consequential loss or damage of any type whatsoever, even if it has been advised of the possibility of the same.

14.2) The Service Provider will not be liable for any breach of this Agreement or for non-availability or sub-standard quality of Services caused by or resulting from any factor outside its control including but not limited to acts of god, fire, flood or storm; strikes, lock-outs or other forms of industrial action; the default or failure of a third party including, but not limited to, Satellite Operators; war, riot, governmental action, or any act or decision made by a court of competent jurisdiction.

14.3) This Agreement does not exclude or limit liability for death or serious injury to any person arising out of the Service Provider's or Your negligent act or omission or for fraudulent misrepresentation.

14.4) Notwithstanding clause 14.3, the Service Provider will not be liable for any accident, damage or injury caused by or to a vehicle, water craft or aircraft owned or operated by You or any other person whether or not the accident, damage or injury is related to the operation or failure of the Service or Subscriber Unit or other communications equipment.

14.5) Subject to clause 14.3 above the maximum liability that may be incurred by the Service Provider is limited to the

repayment of all Charges arising in the 12 month period prior to the event preceding the event giving rise to the liability and the Deposit.

14.6) You agree that the Inmarsat Indemnities shall not be liable to any party:

14.6.1) on any basis whatsoever (whether in contract or tort) for any direct, indirect or consequential losses, loss of profit or revenue, abortive expenditure or damage to property; or

14.6.2) for any damages or losses including but not limited to, losses arising from the degradation, failure or non-availability of the Services except as detailed in this clause 14 or the Service Levels and save to the extent caused by an event of gross negligence, wilful misconduct and/or fraud by Inmarsat or Inmarsat Indemnities;

14.6.3) for injury or death of any person (save to the extent caused by Inmarsat or any Inmarsat Indemnities' negligence) howsoever arising.

## 15) NOTICE

15.1) Any notice given by You under this Agreement must be given either in writing or via the "Contact Us" provision on the Service Provider's website [www.mglsat.com](http://www.mglsat.com). A notice is deemed to have been delivered on the next day, following the date of transmission, which is a business day both in Dubai and in London.

15.2) Any notice served by the Service Provider will be in writing and will be sent by first class post or by facsimile to the address given by You on Registration unless You notify the Service Provider of a change of address. You agree to notify the Service Provider immediately of any such change of address. A notice given by the Service Provider is deemed to have been delivered 48 hours after posting if posted and on the date of transmission if given by email.

## 16) THIRD PARTY BENEFITS

16.1) Except in the context of the Third Party Facilities this Agreement does not confer any benefit on any third party under The Contracts (Rights of Third Parties) Act 1999 or by any other means.

## 17) CREDIT ASSESSMENTS

17.1) The Service Provider reserves the right to utilise information obtained from credit reference agencies to help make credit decisions and for the prevention of fraud

17.2) The Service Provider cannot accept responsibility for the accuracy of the information supplied by credit reference agencies or accept any liability for the consequences of the Service Provider declining to register any person as a result of such information.

## 18) WAIVERS

18.1) Any waivers, concessions or extra time granted by the Service Provider to You are limited to the specific circumstances in which they are granted and do not otherwise affect the rights of the Service Provider.

**19) CHANGES TO THE CONTRACT**

19.1) The Service Provider reserves the right to make changes to this Agreement from time to time, effective 1 month after written notification is given to You. Unless You give notice within 1 month of being notified of the changes, You will be taken to have accepted the changes

19.2) The Service Provider may substitute any clause or condition of this Agreement which is not legally effective with a clause or condition of similar meaning, which is legally effective. If a clause or condition of this Agreement is not legally effective, the legal effect of the remaining part of this Agreement shall be unaffected

**20) GOVERNING LAW**

20.1) This Agreement is subject to English law and any action concerning this Agreement must be brought in the English courts save that the Service Provider may seek injunctive relief in any appropriate jurisdiction in order to stop or prevent any breach or threatened breach of this Agreement by You

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