



GEOBORDERS SATELLITE LTD – MSS (Mobile Satellite Services) Terms and Conditions

Introduction: These term and conditions govern the relationship between Geoborders Satellite Ltd (Geoborders) and the Subscriber and are the basis of the provision of Services by Geoborders.

1] Definitions: In these conditions of contract the following expressions will have the following meaning:

- a) GEOBORDERS shall mean Geoborders Satellite Ltd whose registered office is: N.3 More London Riverside, London SE1 2RE, United Kingdom.
- b) SUBSCRIBER will be any company, partnership, practice or person purchasing Services directly or indirectly through Geoborders as identified on the front of this document.
- c) CONTRACT shall mean this Contract.
- d) SERVICES shall mean the Service identified in the previous section of this Contract.
- e) INVOICE shall mean the sales invoice as issued by Geoborders.
- f) DEFAULT shall mean the failure of the Subscriber to materially perform or observe any term hereunder, which failure has not been cured within thirty (30) days of receipts of written notice from Geoborders.
- g) NETWORK means the Satellite or terrestrial system that provide the Service.
- h) SIM means Subscriber Identity Module.
- i) INITIAL CONTRACT DURATION shall mean the first period of a Contract with the Subscriber prior to any renewals.
- j) MINIMUM PERIOD shall mean the initial contract duration and/or any period as detailed in previous sections.

2] 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. Geoborders 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.

3] Geoborders Service: Customer has contracted to have Geoborders Satellite Ltd, 1A Pope Street, London, SE1 3PR, UK provide the service under the terms detailed on the front page of this Agreement at Section II. Basic Inmarsat Service is provided via the global Inmarsat Phone network. Some Inmarsat Services are provided through resale agreements with registered Service Partners. Globalstar service is provided through stations operated by and roaming agreements of Globalstar. Iridium service is provided by Iridium Communications Inc. through Service Partners and Service Providers.

Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. Geoborders reserves the right to change rates at anytime.

4] Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, Geoborders makes no representation as to the success of data calls through the 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), the Iridium system (a low earth orbiting satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. Geoborders 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.

5] Early terminations: Early terminations during the first year of service are subject to a US\$250.00 cancellation fee. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination should be made in writing to the "Geoborders Customer Care Department at: Viale B. Bisagno, 2 - 16129 Genova - ITALY" no less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of Geoborders. Geoborders reserves the right to terminate this Contract at any time during the contract period.

6] Invoicing and Guarantee of Payment of Services: GEOBORDERS or Assignee will invoice customer monthly. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and

charges for any Customer-elected, value-added services (when available). Payment must be made in U.S. Dollars. Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

7] Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse Geoborders for any such taxes.

8] Deposits: Mobile Satellite services are granted subject to credit approval by Geoborders. Geoborders requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for Non-UK citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

9] 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. All deposits for terminals will still apply. Geoborders reserves the right to decline any credit card transaction.

10] Non-Payment / Breach: A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay Geoborders all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by Geoborders in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment Geoborders will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal.

11] Contractual Limitations: During the contract period, customer may change their pricing plan to a higher bundle free of charge. Moving to a lower pricing plan with fewer included minutes will incur a fee of \$50.00 and will renew the twelve month contract period.

12] Limitation of Liability: The satellite services provided by Geoborders may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. Geoborders makes no representation that it can provide uninterrupted service. Furthermore, Geoborders shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of Geoborders. Geoborders 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.

GEOBORDERS 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. GEOBORDERS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

13] Subscriber Terminals and Equipment: Unless provided otherwise, Geoborders is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement.

14] 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. Geoborders does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment.

15] Governing Law: This contract is governed by the English Laws of United Kingdom and shall be subject to the exclusive jurisdiction of the English courts.

16] CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

SECTION "D" (Agreements to Term and Conditions)

I hereby agree to the Term and Conditions of this Agreement here attached as stated above. I am also aware that updated Terms and Conditions are available at: http://www.geoborders.com/en/terms_and_conditions.htm

Signed: _____ NAME: _____ Date ____/____/____

CREDIT CARD FORM "E" (Payment section)

VISA MASTERCARD

NAME ON CREDIT CARD: _____

CREDIT CARD NUMBER: _____

Valid from: ____/____/____

Expiration Date: ____/____/____

Security Code*: _____

*Security Code:
M.C. & Visa: on back of Card:- (3 digits);
AMEX on front of card (4 digits)

Address: _____

Post code _____ Country _____

I hereby agree to the terms and conditions put forth in this agreement to purchase equipment and purchase service through Tempest Telecommunications. Per this agreement I agree that my credit card may be used for satisfying any costs or debts incurred in the course of rental and service usage. If for any reason my credit card can not be used for payment I agree to make alternate arrangements to satisfy any costs or debts as quickly as possible. Furthermore I have read and agree to all sections of the above agreement.

Signed: _____ NAME: _____ Date ____/____/____

Fax back ALL pages to:
0044.330.684.0307
or scan and email to:
activations@geoborders.com