



Thuraya Monthly Account Airtime Agreement

Please fill in sections 1, 2, 3, 4 & 5 and email or fax back ALL pages to your dealer

Section 1 - Standard Plan	Please tick
Thuraya Standard Plan: \$23.00 per month (First month pro-rata then monthly in advance) with variable call costs**	
REDUCE your monthly fees to \$21.00 per month by paying 12-months in advance. Please tick the box to apply	<input type="checkbox"/>
Activation Fee \$30.00 Minimum Contract duration 12-months.	
An additional monthly subscription fee of \$7.00 <u>each</u> for Fax and Data services applies. If you require Fax/Data service please tick the corresponding box:	
Fax: 2.4kbps <input type="checkbox"/> or 4.8kbps <input type="checkbox"/> or 9.6kbps <input type="checkbox"/> and/or Data: 9.6kbps <input type="checkbox"/>	
Closed User Group service available for an extra \$2.00 per month - Tick box if required	<input type="checkbox"/>
Call Costs: -	

Thuraya to Thuraya (per min)	Thuraya to Band 1 (per min)	Thuraya to Band 2 (per min)	Thuraya to Band 3 (per min)	SMS (per message)
\$0.89	\$1.34	\$4.49	\$7.20	\$0.44

** As detailed above, band listings can be obtained from your dealer.

Using a Thuraya phone in a GSM mode may be more expensive than in Satellite Mode, (some GSM networks charge up to \$20.00 per minute for certain calls). **Services are activated GSM barred if you wish to use GSM networks please tick the box.**
 GSM roaming is charged at the rate received by Thuraya from the GSM provider.

ThurayaGmPRS - Tick option if required

\$20.00 per month - Light (5,120 KB included)	<input type="checkbox"/>
\$55.00 per month - Smart (15,360 KB included)	<input type="checkbox"/>
\$105.00 per month - Pro (35,840 KB included)	<input type="checkbox"/>

Activation FREE - usage above the included monthly volume is charged at \$0.05 per 10KB
 Note: GMPRS is not available on all hardware. Please consult your hardware supplier for further details.
 The GMPRS service can be added and removed anytime, and removed following 30-days notice in writing.
 GMPRS CDR's will not be available via the AST web site until mid 2011

Public Static IP Address available for an additional charge of \$25.00 per month. Tick box if required

USAGE ALERTS: We can notify you if a SIM uses more than a specified amount of airtime per month (excludes GMPRS). If you would like to use this Service, please specify the amount in \$US at which you would like to be informed. \$ _____

Section 2: Personal Details: Invoice Address / Credit Card registered address:-
 By completing this section I acknowledge that this information may be used to make a search with a Credit Reference Agency, we will keep a record of that search and may share that information with other businesses.

Title: Mr / Mrs / Ms (please delete as appropriate) P.O. or Ref. No _____

Forename(s): _____ Company: _____

Surname: _____ Co Reg No: _____

Telephone: _____ Address: _____

Fax: _____

E-Mail: _____

Date of Birth: _____ Postcode: _____

(Private individual account applicants only)
 Number of years at this address: _____ NOTE: If less than 3 years please provide a previous address on a separate sheet.

Section 3

SIM ID No.

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Section 4: Payment Method**Payment By Invoice**

Group Invoice: **If more than one system is registered by the above user, we will provide a group invoice, please tick if notrequired.**

Payment of invoices: **May be made in either Sterling or US Dollars, please tick box as appropriate.** US GB

(Note: we assume \$ if not completed.)

Payment of invoices: **Please add to my existing Direct Debit or send me a form to register for payment by Direct Debit**

(Sterling account with UK banks accounts only)

EU member (non UK) registered companies qualify for zero rated VAT. If this applies please supply Co VAT No

Payment by Credit Card

Note: The Credit Card detailed in this section must be registered at the address detailed in section 2. If this section is not filled in we assume you are applying for a monthly account payable on invoice.

I authorise AST Connections Ltd to debit my credit card each month for the total cost of my airtime bill.

Credit Card Type: _____

Expiry Date: _____ / _____

Start Date: _____ / _____

Credit Card Number:

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ASTC's Business Terms and Conditions: BT&C-ASTC_ISS4_May09

1) Introduction

These terms and conditions govern the relationship between AST Connections Limited and the Subscriber and are the basis of the provision of Services by ASTC.

2) Definitions

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

- (a) "ASTC" shall mean AST Connections Limited whose registered office is Satellite House, Bessemer Way, Harfreys Industrial Estate, Great Yarmouth, Norfolk, NR31 0LX, United Kingdom.
- (b) "Subscriber" will be any company, partnership, practice or person purchasing Services directly or indirectly through ASTC as identified on the front of this document.
- (c) "Contract" shall mean this Contract .
- (d) "Services" shall mean the Service identified in Section 1 of this Contract.
- (e) "Invoice" shall mean the sales invoice as issued by ASTC.
- (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 receipt of written notice from ASTC.
- (g) "Network" means the satellite and terrestrial system that provides the Service.
- (h) "SIM" means a 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 section 1.

3) Payment/Non Payment

- 3.1 In consideration for the provision of the Services, the Subscriber shall pay to ASTC the sum outlined in the invoice, which will be raised on a monthly basis, plus any credit card charges, VAT and mandatory taxes at the prevailing rate. ASTC pays the Network Operator in US Dollars and accordingly the exchange rate applicable at the time of invoicing will apply.
- 3.2 Data records provided by the Network Operator are deemed conclusive evidence of calls made and invoicing will be based upon this data.
- 3.3 Payment by Subscribers based outside of the UK must be made by direct bank transfer or Credit Card, net of all bank charges.
- 3.4 For customers paying by credit card, it is the customer's responsibility to ensure that the ASTC is advised of any changes so payments are processed and the account is maintained. Credit card payments are processed within 5-days of the invoice date.
- 3.5 For credit accounts the charges as selected overleaf will be invoiced on a monthly basis with payment being due strictly within 30 days from date of invoice. ASTC reserve the right to refuse or withdraw credit facilities at any time.
- 3.6 Without prejudice to any other rights available to ASTC, if any invoice remains unpaid thirty (30) days following the due date, then the outstanding balance shall attract interest (both before and after judgement) at the rate of 2% per calendar month or part calendar month and the Subscriber's right to credit facilities are revoked and a full payment of all outstanding balances will be made. Subscriber will indemnify ASTC against all costs incurred in collection and this shall constitute a default of this Contract by the Subscriber.
- 3.7 All payments made by the Subscriber to ASTC shall be applied in the following priority:
 - (i) Late fees
 - (ii) Overdue amounts
 - (iii) Remaining balance
- 3.8 ASTC also reserves the right to immediately suspend the services if payment is not received in accordance with clause 3 of these Terms and Conditions.
- 3.9 Subscriber shall notify ASTC of any disputed items within 30 (thirty) days of the date of invoice. ASTC shall review and respond to the dispute within ten (10) working days of receipt of the dispute. Any dispute that is upheld by ASTC will be immediately credited to the Subscriber is such has already been paid. Thereafter the Subscriber shall be subject to the Disputes/Arbitration process as outlined in Clause 11 of these Terms and Conditions.

4) Monthly Subscription and Prices

- 4.1 Subscriptions will be charged as indicated in Section 1 of the Contract irrespective of use of the Terminal.
- 4.2 Monthly subscription fees will continue to apply during SIM card/ Terminal suspension.
- 4.3 Call costs not listed in section 1 of the Contract will be charged at ASTC standard rates, copies of which are available on request.

5) Sales Tax/Value Added Tax

- 5.1 Sales tax and VAT are charged at the prevailing rate.
- 5.2 For VAT, charges may be zero rated if the equipment is used outside of the EU subject to local laws and customs. In the event that zero rating is requested: evidence of export must be provided if the original delivery was made within the UK/EU. ASTC reserve the right to refuse zero rating at their discretion.
- 5.3 Where a sales tax becomes due at a later date ASTC shall pass such charges on to the Subscriber.

6) Unauthorised/Fraudulent use

- 6.1 It is the user's responsibility to ensure that they:
 - (a) Understand and comply with the laws and licensing arrangements of the country in which they are operating.
 - (b) Safeguard the operation of the system from any unauthorised, fraudulent or dangerous use.
 - (c) Notify ASTC immediately if any unit is stolen or they become aware of any fraudulent use, so that the airtime service may be suspended. Please note that notification must be followed up in writing and that any calls made including fraudulent calls and those derived from SIM card cloning will be chargeable howsoever caused, until such notification is received and suspension of the terminal is confirmed by the Network Operator.
- 6.2 ASTC reserve the right to immediately terminate any Services to the Subscriber should they believe that the Subscriber has not observed their responsibilities as outlined in Clause 3.1 of these Terms and Conditions.

7) Re-activation, Unbarring and Deactivation

In the event of re-activation, unbarring or deactivation of a SIM or Terminal, a charge of US \$50 may be applied for each process. (re-activation of a de-activated Iridium SIM card will cost \$220.00). Unless specifically identified in section 1.

8) Duration

- 8.1 For Contracts where payment is received upfront, the Contract shall run for the pre paid period, as a minimum.
- 8.2 The initial Contract duration is detailed in Section 1 of the Contract.

9) Cancellation/Renewal/Termination

- 9.1 New consumer subscribers may cancel this Contract up to 7 working days after the date on which the Contract commences. Notice to cancel must be given within this period in writing. Any costs incurred during this period by the Subscriber connecting to the Network will be charged to the Subscriber. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 9.2 Any consumer Subscribers who enter into a Contract via distance means, may cancel this Contract up to 7 working days after the date on which the Contract commences. Notice to cancel must be given within this period in writing. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 9.3 ASTC will automatically renew the Contract for a further term similar in duration to the original Contract, unless written notice of requirement for termination is given by the Subscriber, giving at least thirty (30) days prior notice to the commencement of any renewal term.
- 9.4 Contracts which are paid up front quarterly, half yearly or Annually (which include Minutes/MB's) are only able to be terminated at the end of any paid up Contract period. 30-days notice of termination must be given prior to commencement of the next period.
- 9.5 After the initial Contract duration, Contracts that are NOT paid up front (as detailed above in clause 9.4), may be terminated by the Subscriber by giving at least thirty (30) days written notice of termination at any time.
- 9.6 ASTC reserves the right not to renew the Contract should it wish to terminate the Agreement at the end of the Contract period. ASTC will provide thirty (30) days notice of its intention not to renew a Contract.
- 9.7 All outstanding costs must be paid. Any termination of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract, or at law, and shall not affect any accrued rights or liabilities of either party.
- 9.8 ASTC may terminate this Agreement by providing 14 (fourteen) days notice should the Subscriber be in breach of the Agreement. In the event of such termination the Subscriber shall still be liable for the payment of any minimum period left on the Contract.
- 9.9 On any contract renewal these Terms shall continue to apply unless changes are agreed in writing.

10) Liability

- 10.1 ASTC will use all reasonable endeavours in ensuring its employees use reasonable skill and care in the provision of the Services.
- 10.2 Subject to sufficient and correct documentation being offered by the Subscriber, ASTC accepts:
 - (a) liability for death and personal injury resulting from ASTC's negligence.
 - (b) liability for obvious negligence arising in connection with the provision of Services, as agreed between the parties, to a maximum of the Contract Value.
- 10.3 Any liability in respect of claims arising in contract, or otherwise, for losses of a consequential or contingent nature, due to faults of ASTC is expressly excluded. In no event will ASTC be liable for loss of anticipated profit, loss by reason of plant shutdown, non operation or increased expense of operation of other Goods or Services or other costs, expenses or losses, real or notional.
- 10.4 No liability or consequential loss will be accepted by ASTC for
 - (a) Any or all failure or reduction in quality in all aspects of the system hardware or Services provided nor the satellite(s) or terrestrial connections that apply.
 - (b) Any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated service.
 - (c) Any loss or delay associated with unlicensed or fraudulent usage.
- 10.5 Any condition or warranty, which might otherwise be implied or incorporated within this Contract by reason of statute or common law or otherwise, is hereby expressly excluded.
- 10.6 No warranty either express or implied as to performance for fitness for purpose is given.
- 10.7 Any dates specified by ASTC for the delivery of Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

10.8 ASTC cannot be held responsible for any loss of Services, which are due to the withdrawal of operating licences by Governmental authorities or their refusal to renew such.

11) General

- 11.1 ASTC may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Subscriber shall not assign, transfer, subcontract or in any manner make over to a third party the benefit of this Contract without the prior written consent of ASTC.
- 11.3 ASTC reserve the right to amend the charges during the contract period. Prior notice will be given. If the Subscriber is not in agreement with these changes then they may terminate this agreement by giving thirty (30) days notice to terminate the Contract. During the thirty (30) day period to termination of the Contract, the original charges will apply. This ability to terminate the Contract in these circumstances is notwithstanding the conditions in Clauses 8 and 9 of these Terms and Conditions.
- 11.4 ASTC reserve the right to make changes to these Terms and Conditions in line with any changes to the law or amendments to the Network / Service Providers terms and conditions (as applicable).
- 11.5 ASTC reserve the right to change the ID numbers if required. Prior notice of any changes will be given where possible.
- 11.6 It is acknowledged and agreed by both parties that neither entry into, nor performance of the terms of this Contract constitutes a partnership or relationship of agency between the parties.
- 11.7 Any waiver by either party of its rights under this Contract or of any breach of this Contract shall not be construed as a waiver of any or further rights or breach.
- 11.8 ASTC reserve the right to suspend the Service at any time upon discovery of a breach of this Contract.
- 11.9 Both parties to the contract will comply with their respective obligations under the Data Protection Act, as modified from time to time.
- 11.10 References to persons shall include bodies corporate and unincorporated associations, partnerships and individually and words denoting the singular shall, unless the context otherwise requires, include the plural and vice versa and words denoting any gender shall include all genders.
- 11.11 Headings are for convenience only and shall not affect the construction of the Contract. No Contract shall be deemed to be capable of invalidation owing to printing or clerical errors.
- 11.12 References to any statute or statutory instrument shall include any re-enactment, modifications, amendments thereto or replacement thereof for the time being in force.

12) Whole Agreement

- 12.1 Each party acknowledges this Contract contains the whole Contract between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.
- 12.2 This Contract supersedes any prior Contract between the parties, either written or oral, for the provision of the Service.

13) Disputes/Arbitration

- 13.1 In the event of any dispute over the quality of Service received the Subscriber will inform the Managing Director in writing. The Managing Director will then undertake a full review of all complaints received and shall offer up a report within 4 weeks of receipt.
- 13.2 Any dispute arising out of or in connection with the Contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.

14) Force Majeure

Neither party shall be in breach of this Contract if there is any total or partial failure of performance by it of its duties and obligations resulting from causes beyond its control including, but not limited to, any act of God, fire, act of Government or State, war, labour disputes of whatever nature, breakdown of plant or machinery or inability to obtain materials or staffing.

15) Notices

Any notice or documentation given under this Contract shall be in writing and shall be deemed to have been duly given, left at, or sent by first class post, registered post, facsimile or other electronic media to a party at its trading address, registered office or last known address for such party or other address as the party may from time to time designate by written notice by the other. Any notice given by post shall be deemed to have been delivered 48 hours after posting. Where notice is given by facsimile transmission or other electronic media it shall be deemed to have been delivered at the time specified on the senders transmission records if transmitted before 5 p.m. (GMT) on a working day but otherwise on the next working day.

16) Severability

If any provision of this Contract is found to be invalid or unenforceable under any applicable law then such provision either shall be inoperative to the extent, or replaced with such wording, necessary to achieve compliance with such law. The remaining provisions of this contract, and such revised wordings as necessary to achieve compliance with the relevant law, shall remain binding on the parties and enforceable as if any such revision was not required.

BT&C-ASTC_ISS4_May09

Section 5: Agreement to Terms and Conditions

I hereby agree to the Terms and Conditions of this Agreement as stated above. I also agree to the EasyBILL terms and conditions for use, available at: https://www.astconnect.com/CalculusWeb/terms_conditions.htm. Note you will be automatically registered for an EasyBILL Web account by signing this agreement, confirmation, usernames and passwords will be forwarded after registration.

Signed: _____ Name: _____ Date: _____ / _____ / _____

Internal use:	D: _____	C: _____	Internal ID: _____
Customer Passed Credit Check?	Y/N	If No... \$ _____ Refundable after 12-month trading	Deposit Manager: _____