

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... \$ _____	Deposit Refundable after 12-month trading
			Manager: _____