

Terms and Conditions:

1) Payment

The call charges as selected overleaf will be invoiced on a monthly basis with payment being due within 30 days from date of invoice. Payment by clients outside of the US must be made by direct bank transfer or by credit card. Overdue accounts will be charged interest at 3% per month or part month.

2) Non Payment / Fraudulent Use

In the event of G Comm becoming aware of fraudulent use or non-payment of airtime G Comm will suspend the service. Thereafter the SIM cards will only be usable after all outstanding charges as per the agreement have been met in full. G Comm reserve the right to suspend the service at any time, upon the discovery of either of the above two breaches.

3) Unauthorised Use

It is the clients responsibility to ensure appropriate safeguards are in place to avoid any unauthorized/fraudulent use. If the unit is stolen please advise G Comm immediately so the service can be suspended. All calls made from the terminal will be chargeable howsoever caused until receipt of the notification in writing and the suspension of the terminal is confirmed by the Gateway.

4) Re-activation and Unbarring

If re-activation or unbarring is required and agreed by G Comm a charge of US \$50 applies.

5) Monthly Subscription and Prices

Subscriptions will be charged as indicated as per the agreement irrespective of use of the terminal. Monthly subscription fees continue to apply during SIM card suspension. Charges for use are incurred according to the data transferred and not the amount of time on line.

6) Duration

This agreement runs for six months for Entry and Mid Users packages and twelve months for High and Super user packages. Contract period runs from the date of inception and is binding for that period, including subscription. A de-activation fee of \$50 applies.

7) Renewal

To allow continued use G Comm will automatically renew this agreement unless informed otherwise by the client in writing;30 Days notice in writing is required. If the contract is terminated a specific procedure applies such that all outstanding costs must be paid prior to de-activation.

8) Disclaimer

No liability of consequential loss will be accepted for 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. No liability or consequential loss is accepted for 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. This agreement specifically excludes any claim for liability for damages arising from, illegal acts, breaches of privacy, personal or property loss, confidentiality of data, physical use of the handset and any other activity. No warranty either express or implied as to performance or fitness for purpose is given. Data records generated by the system Gateway will be considered conclusive evidence of calls made.

9) Jurisdiction

This agreement is subject to US law and is not transferable without written consent from G COMM.

10) Exchange rates

G comm. pays the Gateway in US Dollars and accordingly the exchange rate applicable at the time of invoicing will apply.

12) Activation and Use

It is the user's responsibility to understand and ensure conformation with the licence arrangements in the country of use. G Comm will accept no liability or obligation for any loss or delay associated with unlicensed usage. The physical operation of the system is deemed to be within the control and responsibility of the user.

13) Contract

This contract, which can be assigned at G Comm.'s option, is with G Comm Inc., 1880 South Dairy Ashford Ste #108 Houston, Texas 77077

14) Data Protection Act

G Comm is committed to respecting your privacy and will treat any customer data as confidential.

15) Variation of Charges and Terms

G Comm reserves the right to amend our charges during the contract period. Prior notice will be given when possible. We reserve the right to make changes to these terms and conditions if there are any changes to the law or amendments to Inmarsat terms and conditions (as applicable). In the unlikely event that we have to change ID numbers prior notice will be given when possible.

Other charges all price plans

Streaming 64 kbps	\$6.69 /min
Streaming 128 kbps	\$19.69 /min
Streaming 256 kbps	\$39.38 /min

Activation fee	NIL
Fixed IP address	\$30.00/address (one off charge)