



GALAXY 1 TERMS AND CONDITIONS

Galaxy 1 Satellite Service Terms and Conditions applicable to L / S-Band Services of: Inmarsat, Iridium, Thuraya and EchoStar

Definitions:

SIM: Subscriber Identity Module. A SIM card is a removable card with a chip, holding the ICCID, and is inserted in a satellite device in order to operate the device.

ICCID: Integrated Circuit Card Identifier, this is the identifier of the physical SIM card, this is printed on the card. It is the key identifier to look up SIM cards in IBIS.

Subscription: A subscription links an ICCID to a Price Plan and a customer account

CDR: Call Detail Record; call event record which relays the key data about how and when the SIM card is being used.

Suspension: Temporarily bar service on a SIM card.

IBIS: Integrated Billing and Information System, Galaxy 1 online portal for provisioning and billing of satellite communication services.

- 1. Availability of Limited Service:** Service is generally available to satellite terminals or Subscriber Information Module (SIM) equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number can't be assigned to more than one terminal or SIM card. Customer has no property rights on such number. GALAXY 1 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.
- 2. Data Transmission Use & Dropped Calls:** Due to the technical nature of satellite communication interfaces and the inherent sophistication of transmission of data and voice through a variety of operating systems, GALAXY 1 makes no representation as to the success of data or voice calls through the systems. Customer agrees that all data and voice 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. With the potential for incorrect use (i.e.: next to a building/obstruction), anomalies can occur that cause dropped calls of either voice or data nature. Dropped calls will not be credited.
- 3. Start of Contract Term:** For all subscriptions, the date of activation counts as the start of the commitment term.
- 4. Ability to Change T&C's or Pricing:** GALAXY 1 reserves the right to modify the terms and conditions or amend or withdraw any of the price plans and subscriptions. The customer will be notified 30 days prior to the amendment or withdrawal of any price plan and subscription, unless otherwise stipulated in the customer service agreement.

5. **Prorating of Recurring Fees and Allowances:**
(a) Monthly Subscriptions: On a new activation, the subscription fee and allowance will be prorated for the first month.
On deactivation for Inmarsat and EchoStar service, the subscription fee and allowance will be prorated based on the deactivation date. On deactivation of Thuraya and Iridium service, the subscription and allowance will be charged in full for the month.
(b) Quarterly/Semi/Annual Subscriptions: On a new activation, the subscription fee and applicable allowance will not be prorated and will be allocated based on the date of activation. Customer will be required to pay the full subscription fee in advance and will receive the full subscription allowance at the date of activation. On deactivation, the subscription fee and allowance will NOT be prorated.
6. **Minimum Contract Duration & Early Termination Fees:** Each subscription (except Prepaid) has a minimum commitment period which varies between 1 and 24 months.
For each service plan deactivated prior to the end of the commitment period, early termination charges will apply that are equivalent to the full monthly fee for remainder of the outstanding commitment duration period.

Notice of Termination: Notice of termination of service should be processed either through an IBIS deactivation request or per email to salesupport@g1sat.com and will only be accepted if received from the assigned customer contact person(s) for the account. Notice of termination of service by phone call will not be accepted.

7. **Automatic renewal of contract:** Subscriptions will continue to be charged after the minimum commitment period has expired. This means the subscription will continue to be charged at the same rate until a notification is received to either deactivate the SIM card or to change it onto another subscription.
Monthly subscriptions can be deactivated at any day once the minimum commitment period has expired.
Advance paid packages will automatically renew for a new full payment term.
8. **Suspension of a SIM Card:** Should a SIM card be suspended, then the subscription charge will continue during the period of suspension. This is valid for all types of subscriptions and services. Note that a subscription will automatically renew even though the SIM card is suspended on the subscription renewal date.
9. **Contractual Limitations:** During the contract period, customer may change their pricing plan to a higher bundle free of charge. When changing to a lower pricing plan, customer is obliged to pay the remainder of the contract for the higher plan (Early Termination Fee).
10. **Invoicing and Guarantee of Payment of Services:** GALAXY 1 will invoice customer monthly. This bill is due and payable upon receipt. Customer understands that they are responsible for all airtime 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 credit terms for recurring airtime services 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.
11. **Taxes and regulatory cost recovery fees:** The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes or fees 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 GALAXY 1 for any such taxes.

12. **Deposits:** Satellite services are granted subject to credit approval by GALAXY 1. GALAXY 1 requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for Non-US 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.
13. **Non-US Credit Cards:** Non-US 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 non-US credit cards may delay order processing for up to 72 hours. All deposits for terminals will still apply. GALAXY 1 reserves the right to decline any credit card transaction.
14. **Non-Payment / Breach:** GALAXY 1 reserves the right to apply a late charge of 1.5% per month to each of Customer's service bills not paid within 90 days of the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay GALAXY 1 all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GALAXY 1 in exercising any of its rights under the Agreement. GALAXY 1 holds the right to suspend services for non-payment. Should Customers service be suspended for non-payment GALAXY 1 will continue to charge the remainder of the monthly fees per mobile terminal / SIM card.
15. **High Usage Monitoring:** GALAXY 1 provides usage monitoring functionality in IBIS, depending on the frequency and availability of receiving CDRs from satellite operators. Customer can set up monitors per SIM card and/or subscription.

Note that that usage monitoring is not equivalent to a prepaid usage service. Instead, monitoring of usage is provided to assist the customer with managing usage costs. The responsibility for actual usage remains with the customer even if the monitoring system fails to perform as expected due to scheduled or unscheduled outages or delays in CDR processing. GALAXY 1 cannot be held liable for unexpected high usage.

16. **Limitation of Liability:** The satellite services provided by GALAXY 1 may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GALAXY 1 makes no representation that it can provide uninterrupted service. Furthermore, GALAXY 1 shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GALAXY 1. GALAXY 1 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. GALAXY 1 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