

# Airtime Terms and Conditions



## 1) Definitions

In the following Terms and Conditions of Trade:

'The Company' means 'Applied Satellite Technology Australia Pty Ltd (ASTA)'; ABN 33 065 247 412.

'Customer' means any commercial entity and its related subsidiaries, government departments or individuals who enter into agreement or contract with The Company.

'Delivery' means collections of the products from the Company's premises for the Customer, or by the agents on behalf of the Customer.

'Loss' means any loss, liability, damage, expense or cost whatsoever and includes indirect or consequential loss or damages or loss of profits.

## 2) Charges

2.1 Airtime charges will be invoiced monthly in arrears with payment being debited by credit card or direct debit.

2.2 If paying by credit card or direct debit, authorisation is provided to the Company to debit the credit card or your bank account to pay for subscriptions, services and call charges on an ongoing monthly basis during the contractual period.

2.3 A 30 day account (from date of invoice) may be available by prior arrangement. All 30 day accounts are at the Company's discretion and may be withdrawn as required.

2.4 Subscriptions will be charged annually or monthly in advance based on the contracted rate agreement.

2.5 All invoices are considered accepted net 21 days from the invoice date. No disputes will be accepted after this time.

2.6 If a Purchase Order number is required this will be shown on the Tax Invoice supplied. The open purchase order number **must** be filled in on the application form; if this cannot be given it is up to the customer to supply AST Australia a P/O number prior to the end of the billing period). Refusal of payment on grounds of no P/O number supplied will not be accepted under any circumstances.

2.7 It is the client's responsibility to read and understand all applicable charges, terms and conditions prior to activating the service. Activation of the service assumes all charges, terms and conditions have been read and accepted.

2.8 The client shall pay charges in respect of each call/message successfully transmitted to the requested destination. The Company shall have the right to determine whether a call/message has been successfully transmitted.

2.9 The Company reserves the right to back charge for delayed calls at anytime.

2.10 All Airtime rates are subject to change without notification.

2.11 The Company offers airtime monitoring for certain services (refer to ACTF01 for full terms and conditions).

2.12 The Company reserves the right to charge a fee to unlock or unrestrict device/s for use with other suppliers' SIM cards.

## 3) Payment Terms

3.1 All accounts are payable cash on delivery, net ten (10) business days for Direct Debit/Credit Card authority or thirty (30) days on account, as specified on the tax invoice.

3.2 An International and Foreign Currency Account Processing Fee (AUD\$30, US\$25, Euro €15) applies to any invoices to be paid by international funds transfer or in foreign currency. Customer is to pay ALL bank transfer fees.

3.3 All 30 day accounts paid by credit card after 30 day terms have been extended will incur a 2% administration charge for Visa / Mastercard. No administration charge will apply to airtime invoices paid by direct debit or credit card payment authority.

3.4 Where payment is not received in accordance with (2.1) above prior to all plan renewal dates, the service may be deactivated and/or suspended at the sole discretion of the Company.

3.5 Where payment is not received in accordance with (2.1) above the Customer agrees that the Company shall have the right to invoice and the Customer will pay late payment charges amounting to 5% per month on all monies outstanding.

3.6 Should it become necessary for the Company to institute legal action for recovery of any amounts due to it by the Customer, then the Customer specifically acknowledges and agrees that it shall be liable to the Company on demand for all legal and debt recovery costs (including court costs) incurred by the Company in recovery of such amounts. The parties submit all and any disputes and legal proceedings arising out of or in connection with any contractual dispute or disagreement to the exclusive jurisdiction of the courts of Western Australia.

## 4) Unauthorised Fraudulent use

4.1 It is the client's responsibility to ensure appropriate safeguards are taken so that any unauthorised or fraudulent use is not allowed.

4.2 If the unit is stolen please advise the Company immediately in writing so the terminal/SIM Card can be de-activated.

4.3 All calls made from the terminal/SIM Card will be chargeable howsoever caused until deactivated.

4.4 Unauthorised use does not cancel the contract term. At the Company's discretion no refund will be issued for subscriptions paid upfront and all remaining monthly fees will be charged upfront to the full term of the contract.

## 5) Activation

It is the responsibility of users to ensure that operation of your terminal does not affect any physical or license requirement applicable to the vessel or aircraft concerned.

## 6) Responsibility of the user

It is the users' responsibility to understand and ensure conformation with the license arrangements in the country of use. AST Australia will accept no liability for any loss associated with unlicensed usage.

## 7) Geographical charges

The determination of tariff charges may depend upon the geographical location of the caller and the satellite used to connect the call. If a terminal makes calls through any other LESO (Land Earth Station Operator) other than the Company's contracted nominated LESO's, for whatever reason, calls will be recharged at cost plus an administration fee.

## 8) Duration

This agreement runs for the full contractual period and all renewal periods, whichever is applicable to the account plan chosen from the date of inception and is binding for that period.

## 9) Monthly and Annual subscription

9.1 All subscriptions will be charged in advance as per your agreement irrespective of use of the terminal, including those uses described above in sections 3 and 4.

9.2 For monthly subscriptions, the first three months will be invoiced in advance

9.3 For annual plans these will be invoiced a minimum of 2 months prior to the renewal falling due.

9.4 Should a suspension of service occur for any reason subscription fees will still apply.

## 10) Renewal / Disconnection

10.1 To allow continued use of the satellite terminal/SIM card the Company will **automatically renew the agreement** on the same plan for the same contractual period unless written notification is received by the Company with one month's notice or deactivate at the sole discretion of the Company.

10.2 Once your service is cancelled you will receive a deactivation confirmation document via email or fax, until this confirmation is received you should consider your service still active. Should you not receive this document within 72 hours of sending your deactivation notice through it is your responsibility to contact the Company to ensure your notification has been received.

10.3 For deactivation one month's written notice is required prior to the renewal date. Should this notice not be received within this time the renewal will be binding.

10.4 If an account is requested to be terminated within a contractual period no refund of subscriptions paid will be given. In some cases a disconnection fee will apply.

## 11) Re-activation

11.1 If re-activation is required on a de-activated terminal/SIM card and agreed by the Company, then the Company reserves the right to charge the customer for this prior to this re-activation taking place. Fees available on application.

11.2 There is no guarantee that the previous phone number will be available for use when the re-activation request is sent.

## 12) Transfer of service

12.1 In the event that the Satellite Service Provider withdraws from operations then the Satellite Service Provider has the right to transfer or assign this contract for services to another Satellite Service Provider. The intent is to provide uninterrupted services.

## 13) Exchange rates

The Company pays the Satellite Service Provider in their chosen currency and therefore variations in exchange rate from time to time will occur and the Company reserves the right to apply these variations without notice at the time of invoicing airtime charges. However, all best endeavors will be made by the Company to advise of variations affecting prices prior to changes coming into effect.

## 14) All services

14.1 These contractual terms relate to all the Company services provided including but not limited to voice, fax, data, paging, and mailbox.

14.2 For avoidance of doubt, the customer shall be fully liable for payment of any and all airtime charges accrued through the use of their SIM card or terminal. This includes failure to notify us of a transfer of ownership of the terminal.

14.3 It is the sole obligation and responsibility of the customer to ensure that all equipment and associated computer and/or hardware are properly configured and only authorised users are permitted to access the equipment. No credits will be issued by the Company for any usage that is alleged to be accidental, inadvertent or unauthorised.

14.4 All traffic e.g. voice, SMS, email, internet browsing including automatic updates etc. made via a broadband terminal incurs charges as per our standard airtime contract. The Company provides account monitoring as per our application forms.

#### 15) Goods and services tax

GST is charged at the current applicable rate and added to the charges quoted herein where applicable.

#### 16) Email Compression Licencing

The Company may grant to the Client a non-exclusive, non-transferable licence to use the Company proprietary email client software for the duration of this agreement. The Client shall have **no** right to print, copy, and change or modify the software and upon termination of this agreement agrees to erase or otherwise destroy any program or series of instructions relating to the software.

#### 17) Contract

This contract is with Applied Satellite Technology Australia Pty Ltd, A.B.N: 33 065 247 412, herein referred to as 'the Company', 33aWalters Drive, Osborne Park 6017 Western Australia, Australia.

#### 18) Disclaimer

18.1 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 terrestrial connections that apply.

18.2 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.

18.3 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 and any other activity.

18.4 No warranty either express or implied as to performance or fitness for purpose is given.

18.5 Call records generated by the system will be considered conclusive evidence of calls made.

#### 19) In Addition

In addition to these specific Airtime Terms and Conditions, ASTA's Company Policy and Conditions of Trade (*GEN03*) and Account Monitoring Agreement (*ACTF01*) also apply.

Please call AST Australia if you require any further information regarding this agreement.

Phone: +61 8 92054000

Fax: +61 8 92054040

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