SatPhone Shop

Satellite Account Application Form

New Customer Information

Title

First Name

Surname

Business Name (if applicable)

ABN

Street/Residential Address

Street/Address (line 2)

City

Post Code

State

Home Phone Number

Mobile Phone Number

Primary E-mail Address

Secondary E-mail Address (optional)

Identification and Credit Check

Primary ID

ID Number:

Expiry Date

Secondary ID (must be different to primary)

ID Number:

Expiry Date

Legible copies of both identification documents listed above must be supplied with the application for the application to be processed. Identification must be valid, and show current residential address. All new applications will undergo a credit check.

Airtime

Airtime Plan

Satellite Network

Billing Information - Direct Debited Monthly

Name on Card

Card Number

__ __ __ __ - __ __ __ __ - __ __ __ __ - __ __ __ __

Credit Card Type

CCV

Expiration

__ __ / __ __

Please Note: The credit card information and account holder information must match. SatPhone Shop will not accept 3rd party credit cards.

Customer Agreement

Credit Check Approval ☐ Yes ☐ No

By clicking "Yes", I authorize SatPhone Shop to complete a credit check on the applicant for the new satellite service account.

Terms and Conditions ☐ Yes ☐ No

By clicking "Yes", I agree that I have read and understand SatPhone Shop Terms and Conditions.

Monthly Billing ☐ Yes ☐ No

By clicking "Yes", I acknowledge that I understand all fees associated with my chosen airtime plan and authorize SatPhone Shop to debit my credit card monthly for all initial and ongoing service charges.

Print Name

Date

__ __ / __ __ / __ __ __ __

Signature

SPS Office Use Only

Credit Check Completed By

Credit Check Verification No

Service Act. Date

SIM Number

Service Number

IMEI (if applicable)

Customer Account Number

Date/Time Application Received

Cust. Notified By & Date/Time

Terms and Conditions

The following terms and conditions apply to individuals and entities (the Customer) using communication services, including but not exclusively Iridium Satellite Communications Services, and associated equipment provided by SatPhone Shop PTY LTD (ABN 40 099 121 276).

1. Provision of Services and Equipment by SatPhone Shop

a) SatPhone Shop will provide communication services and sell associated equipment to the Customer provided:
   - SatPhone Shop's records indicate that the Customer has requested those services and/or associated equipment;
   - The Customer has correctly completed a credit application form with SatPhone Shop;
   - The Customer complies with SatPhone Shop's payment terms and conditions;
   - The communication services and/or associated equipment are available to the Customer.

b) SatPhone Shop will endeavor to provide the requested services, but does not guarantee the provision of continuous or fault free communication services.

2. Ordering Services and/or Equipment

a) Orders for communication services and/or associated equipment may be placed with SatPhone Shop at:
   - Australian number: 1300 368 611
   - Australian e-mail address: sales@satphoneshop.com
   - Australian web address: www.satphoneshop.com

3. Sale of Equipment

a) All equipment shall be shipped from our SatPhone Shop main office.
b) The Customer shall be liable for all freight, courier and insurance costs associated with the order shipment.
c) Title to the equipment will pass from SatPhone Shop to the Customer upon cleared receipt by SatPhone Shop of all charges relating to the equipment, including the sale price, taxes and delivery charges.
d) SatPhone Shop will use commercially reasonable best efforts to comply with the delivery terms requested by the Customer.
e) The Customer recognizes all post-paid plan purchases, be the purchase for an initial activation or reload, are NOT refundable.

4. Billing and Payment for Services and/or Equipment

a) SatPhone Shop will issue invoices via e-mail for communication services on a monthly basis but may issue interim bills at any time.
b) SatPhone Shop will issue invoices for equipment on the shipment date, which will include all applicable taxes levied upon the transaction.
c) SatPhone Shop will automatically charge/debit the funds from the Customer's nominated credit card up to 14 days from the bill date.
d) The Customers shall pay all invoices on the purchase date of the invoice, unless otherwise mutually agreed to in writing by SatPhone Shop.
e) SatPhone Shop reserves the right to charge the Customer an account fee equivalent to 8% above the Reserve Bank of Australia 90-day Bank Bill Rate on all accounts outstanding more than 28 days.
f) If a service is cancelled, suspended or disconnected, the Customer remains liable for service fees up to the time of cancellation, suspension or disconnection.
g) If the Customer's invoice is via a direct debit authority on a nominated bank account, and that payment is dishonored in any way, the Customer is liable to SatPhone Shop for an additional fee not exceeding $25.00 (GST inclusive).
h) The Customer must notify SatPhone Shop within 10 days from the date of the invoice of any disputes or disagreements with invoiced charges. Thereafter, the Customer is deemed to have waived their right to dispute the charges.
i) It is the Customer's responsibility to provide SatPhone Shop with a valid credit card at all times. Failure to provide SatPhone Shop with updated credit card information may result in a suspension of service, a deactivation of the SIM card, a reactivation fee, or additional administration fees.

5. Use of Services

a) The communication services are provided on an 'on demand' basis and are subject to the availability and capacity of the applicable satellite network. Communication services may be temporarily unavailable or limited for several reasons beyond SatPhone Shop's direct control, and as such, SatPhone Shop has no liability for suppliers' networks.
b) The Customer is liable to SatPhone Shop for all charges in relation to the communication services incurred on their account, whether or not the Customer authorized the particular use of that service by another person.
c) The Customer may not use, or permit another person to use, the services on their account in a fraudulent manner or to commit a criminal offence.

6. No Limit of Charges for Use by the Customer of Equipment and/or Services

a) The Customer is solely responsible for monitoring their usage of any communication services SatPhone Shop provide to the customer under this Agreement or otherwise.
b) This Agreement is entered strictly on the basis that the Customer pays. Charges that are incurred for any Equipment and/or Services provided to the Customer by SatPhone Shop are the Customer's responsibility.
c) SatPhone Shop is not responsible or required to monitor the Customer's Satellite Phone Usage Charge.
d) SatPhone Shop may, but are in no way obligated to, inform or alert the customer once they have reached a pre-determined limit on the phone and/or BGAN Usage Charge (if applicable).
e) SatPhone Shop is in no way obligated to ensure that any alerts SatPhone Shop send to the Customer are received by the Customer.
f) All charges incurred following any alert by SatPhone Shop remains the sole responsibility of the Customer.

7. Default and Termination of Services

a) The occurrence of any one or more of the following shall constitute an event of default by the Customer:
   - The Customer does not make payment as due on invoices raised by SatPhone Shop;
   - The Customer becomes insolvent or has an Insolvency Practitioner appointed to manage their financial affairs;
   - The Customer breaches any of these terms and conditions;
   - The Customer becomes deceased.

b) SatPhone Shop may suspend, limit or cancel the communication service if:
   - The Customer requests cancellation of the service in writing, or via e-mail;
   - SatPhone Shop reasonably determines that such action is necessary for the purpose of network maintenance or security.

c) In the event of termination of services SatPhone Shop reserves the right to bill the Customer for all outstanding charges accrued up to the date of termination. The Customer shall be liable for all costs and expenses incurred by SatPhone Shop due to default by the Customer, but not limited to legal costs.
d) SatPhone Shop may terminate a service in the event that another contract for the purchase of that service and/or equipment expires or is terminated.

8. Indemnity and Limitation of Liability

a) SatPhone Shop shall not be liable to the Customer or any other person for:
   - Any indirect, consequential, incidental or special losses or damage, loss of earnings, or personal injury, however arising;
   - Any acts of omission of a communication services provider unaffiliated with SatPhone Shop whose facilities are used in the provision of the communication services;
   - Any defamation or copyright infringement arising from the use of the communication services;

b) SatPhone Shop does not undertake to transmit messages and/or data, but offers the use of its facilities to Customers for the transmission of communication services.

c) The Customer indemnifies SatPhone Shop against any loss or damage in relation to the use of the communication services, or attempted use of the communication services, by any person connected to that service.

9. Assignment and Subcontracting

a) To the extent permitted by law, SatPhone Shop may assign some or all of its rights under this Agreement to any person, and it may also assign some or all of its obligations under this Agreement to any person who is able to perform those obligations, to the extent that SatPhone Shop will be released from any further performance from the date of such assignment.

b) Under the extent permitted by law, the Customer may assign its rights and obligations under this Agreement to any person with the consent in writing of SatPhone Shop obtained beforehand.

c) SatPhone Shop may perform its obligations under this Agreement by arranging for them to be performed by any person, including a supplier of the services under this Agreement.

10. Termination of Contract

a) Any termination or cancellation of the service prior to the end of the plan contract term will incur a $100 cancellation fee, and 40% of the remaining contracted months fees, to the Customer.

b) Any outstanding charges or fees owed to SatPhone Shop by the customer up to the date of cancellation will appear on the next and final bill.

c) Notice of termination should be done in writing to: SatPhone Shop, at 5/8 Anzed Court Mulgrave, Victoria 3170, or via e-mail to activations@satphoneshop.com.

11. Renewal/Cancellation of Service

a) All Post-paid plans automatically continue at the end of the contract term. Customers who do not wish to continue their contract must provide notice of cancellation to SatPhone Shop thirty days prior to the end of the contract term.

b) If notice of cancellation is not received, the service agreement will continue on a month-to-month basis.

c) SatPhone Shop may, but are not required to, suspend the service with no notice or liability to the Customer in the event:
   - The Customer fails to pay any money in accordance with this Agreement within 7 days of the due date of payment;
   - The Customer commits any breach of this Agreement other than non-payment and where the breach is capable of being remedied, fails to remedy the breach within 7 business days after being required by written notice to do so;
   - There is any recalibration, upgrade or any maintenance of the services and/or equipment by SatPhone Shop;
   - The service is unable to be provided for any reason whatsoever.

d) Whilst the Customer's service is suspended, the Customer may still incur a monthly suspension fee. Please check the plan for fee details.

12. Plan Changes

a) During the contract period, the Customer may change their pricing plan a total of 3 times per annum. Each plan change after that will incur a $50 administration fee.

13. Lost/Stolen Equipment

a) In the event the Customer's equipment is lost or stolen, the Customer should notify SatPhone Shop immediately, but will still be held responsible for all charges as agreed upon in the Agreement.

14. Airtime Rates

a) Unless stated otherwise, all airtime rates are charged at the current airtime rates set out by SatPhone Shop at the time the contract is signed.

b) SatPhone Shop reserves the right to change any airtime pricing and airtime plans. Where possible SatPhone shop will endeavor to give affected customers 30 days' notice of any pricing changes.

15. Licensing

a) Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory.

b) SatPhone Shop shall not be liable for any use of its equipment or airtime in unlicensed countries or territories.

16. Provisioning of Service

a) SatPhone Shop may use credit reference agencies to help make credit decisions or for fraud prevention.

b) SatPhone Shop may disclose information about the Customer, their account, their mobile phone and their financial affairs to one or more licensed credit agencies. In addition, SatPhone Shop can pass these details to authorities in relation to inquiries concerning the prevention and detection of crime, and the apprehension or prosecution of offenders or as may be required by law or legal proceedings.

17. Our Right to Disconnect Service

a) SatPhone Shop can, at its own discretion, suspend your SIM card, deactivate its ability to make calls and/or disconnect the service from the satellite network; (a)in the event of loss or theft, (b) if SatPhone Shop has reasonable cause to suspect fraudulent use of a payment card, or (c) if the Customer breaches any of its undertakings under this Agreement.

18. Duration of Contract

a) SatPhone Shop will offer plans from month-to-month through to twenty-four (24) month contracts. The Customer should check their plan for any contract periods and conditions.

19. Applicable Law

a) This agreement shall be governed and construed in accordance with the laws of the State of Victoria, Australia.

b) The Customer agrees that this is an application to SatPhone Shop PTY LTD (ABN 40 099 121 276) for connection to, and the supply of, communication services. The Customer acknowledges that SatPhone Shop may decline the application without providing the applicant with a reason.