



Pivotel Satellite Pty Limited

ABN 81 099 917 398

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**STANDARD AGREEMENT  
FOR THE SUPPLY OF  
INTEGRATED SATELLITE  
AND CELLULAR MOBILE SERVICE**

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Customer Enquiries call **1300 882 448** or visit the web site at

**[www.pivotel.com.au](http://www.pivotel.com.au)**

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## DICTIONARY

### 1.1 Definitions

**2G/GSM Service** means a service provided using a public mobile telecommunications network using the Global System for Mobiles technology as standardised by the European Technical Standards Institute.

**3G Service** means a Service provided using a public mobile telecommunications network that utilises Universal Mobile Telecommunications Service as standardised by the European Technical Standards Institute.

**ACMA** means the Australian Communications and Media Authority.

**Act** means the *Telecommunications Act 1997* (Cth).

**Agreement** means this Standard Agreement, comprising this Dictionary, Part A – Service Description, Part B – Pivotal Satellite Call Plans, Part C – General Terms and Conditions, and Part D - Service Terms and Conditions, which forms the entire agreement between Pivotal Satellite and the Customer.

**Call Plans** means call plans for the Service, as set out in Part B of this Agreement.

**Call Rates** means the call rates for a Call Plan.

**CDMA Mode** means the operation of a Dual Mode Handset such that it directly connects to and communications with the Telstra CDMA Network.

**CDMA Service** means the CDMA mobile service previously provided using the Telstra CDMA Network until 29<sup>th</sup> April 2008 as described in Part A.

**Cellular Charges** means the charges for use of the Cellular Service.

**Cellular Mode** means the use of the Service in either CDMA Mode or GSM Mode.

**Cellular Service** means either the CDMA Service, or the Classic Service, or the Swift Service as the context dictates.

**Cellular Service Area** means the coverage area within which Service can be used in Cellular Mode.

**Claim** means any claim, action, proceeding, judgment, damage, loss, expense or liability, including legal costs, whether direct or indirect, however calculated.

**Classic Service** means the GSM digital mobile service provided using the Telstra Network as described in Part A.

**CLI** means calling line identification.

**Confidential Information** means all confidential information about the Service, Pivotel Satellite, its Related Bodies Corporate, the Globalstar Network, or the Customer, which is or has been disclosed under or in connection with this Agreement or learnt or acquired in the performance of this Agreement, other than any such information which:

- (a) was in the public domain at the time of its provision, otherwise than through a disclosure in breach of this agreement; or
- (b) is or lawfully came into the possession of the other party otherwise than as a result of a disclosure in breach of this agreement.

**Connection** means the activation of the Service. **Connected** has a corresponding meaning.

**Consequential Loss** includes:

- (a) indirect loss and special damages;
- (b) loss of revenue;
- (c) loss of profits;
- (d) loss of business;
- (e) loss of anticipated savings;
- (f) loss of goodwill;
- (g) loss of data;
- (h) claims of third parties; and
- (i) loss or costs associated with any of the above.

**Contract Term** in respect of a Call Plan means the applicable contract term specified in Part B of this Agreement.

**Credit Limit** means the maximum credit, where applicable, provided by Pivotel Satellite to the Customer for the Service.

**Customer** means the person who uses the Service.

**Customer Authorisation Form** means a form authorising a phone number to be ported.

**Disconnection** means the disconnection of a Connection. **Disconnected** has a corresponding meaning.

**Dual Mode Handset** means a handset capable of operating on:

- (a) the Globalstar Network and the Telstra CDMA Network in respect of the Globalstar/CDMA Service; or
- (b) the Globalstar Network and the Vodafone Network in respect of the Globalstar/GSM Service.

**Dual Mode Simplex Device** means a device capable of operating on the Globalstar Simplex Network and in GSM Mode.

**Gateway** means a Pivotal Satellite owned ground station forming part of the Globalstar Network that switches and receives calls for the Service.

**Globalstar/CDMA Service** means the dual mode mobile satellite telecommunications service provided using the Globalstar Network and the Telstra Network as described in Part A.

**Globalstar Charges** means the charges for the use of the Globalstar Service.

**Globalstar/GSM Service** means the dual mode mobile satellite telecommunications service provided using the Globalstar Network and the Vodafone Network as described in Part A.

**Globalstar Mode** means the operation of a Dual Mode Handset such that it connects to and communicates directly with the Globalstar Network.

**Globalstar Network** means the constellation of satellites owned and operated by Globalstar Inc. and associated ground based infrastructure used by Pivotal Satellite and its Related Bodies Corporate to provide the Service to the extent that they have a satellite footprint in Australia.

**Globalstar Service** means the mobile satellite telecommunications service provided using the Globalstar Network as described in Part A.

**Globalstar Simplex Charges** means the charges for the use of the Globalstar Simplex Service.

**Globalstar Simplex Device** means either a Dual Mode Simplex Device or a Single Mode Simplex Device.

**Globalstar Simplex Network** means the constellation of satellites owned and operated by Globalstar Inc. and associated ground based infrastructure used by Pivotal Satellite and its Related Bodies Corporate to provide the Service.

**Globalstar Simplex Service** means the satellite messaging service provided using the Globalstar Simplex Network as described in Part A.

**GSM Compatible Handset** means a handset capable of operating in GSM Mode.

**GSM Mode** means the operation of a Dual Mode Handset such that it directly connects to and communications with the Vodafone Network, or the operation of a separate GSM Compatible Handset used in conjunction with a Single Mode Handset.

**GST** means any tax on goods or services and other things in force in Australia from time to time under the GST Legislation.

**GST Legislation** means *A New Tax System (Goods and Services Tax Imposition - General) Act 1999* (Cth) as varied or replaced from time to time.

**GST Rate** means the prevailing rate of GST payable in accordance with the GST Legislation.

**Insolvency Event** means the happening of any of the following events in relation to a party:

- (a) if a natural person, it becomes bankrupt or insolvent;
- (b) if a company:
  - (i) a liquidator, provisional liquidator, official manager, company administrator, administrator, receiver, manager, or receiver and manager or similar officer is appointed in respect of it;
  - (ii) it enters into, or resolves to enter into, a scheme of arrangement or composition with or assignment for the benefit of, or it proposes a reorganisation, moratorium or other administration, involving its creditors or a class of its creditors;
  - (iii) it enters into a deed of company arrangement;
  - (iv) it resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to so resolve, except by way of bona fide solvent reconstruction or amalgamation on terms approved by the other party;
  - (v) it suspends payments of its debts generally; or
  - (vii) it is or becomes unable to pay its debts when they are due or becomes unable to pay its debts within the meaning of the *Corporations Law*, or is presumed to be insolvent under the *Corporations Law*.

**Iridium Charges** means the charges for the use of the Iridium Service.

**Iridium Mode** means the operation of a Single Mode Handset such that it connects to and communicates directly with the Iridium Network.

**Iridium Network** means the constellation of satellites owned and operated by Iridium LLC and associated ground based infrastructure used by Pivotal Satellite and its Related Bodies Corporate to provide the Service.

**Iridium Service** means the mobile satellite telecommunications service provided using the Iridium Network as described in Part A.

**Non-excludable Rights** means rights and remedies conferred on a party by the *Trade Practices Act 1974* and similar legislation which cannot be excluded, restricted or modified.

**PIN** means the personal identification number used by a Customer to access the Service, or any part of the Service.

**Pivotel Satellite** means Pivotel Satellite Pty Limited ABN 81 099 917 398.

**Pivotel Satellite Call Plans** means the various Call Plans available to eligible Customers, as set out in Part B of this Agreement.

**Privacy Act** means the *Privacy Act 1988* as varied or replaced from time to time.

**Privacy Policy** means the privacy policy of Pivotel Satellite as varied or replaced from time to time, and made available to Customers by contacting Pivotel Satellite Customer Care on 1300 882 448 or by download from the website [www.pivotel.com.au](http://www.pivotel.com.au).

**Re-connected** means the re-activation of a Connection which has been Disconnected.

**Related Body Corporate** has the meaning given to the term in the *Corporations Law*.

**Roaming** means where a Customer uses a mobile service on another carrier's network to make calls or access mobile services either within Australia or outside Australia.

**Service** means the Satellite Service incorporating either the CDMA Service or the GSM Service as the context dictates, and for the avoidance of doubt, excludes any roaming or pre-paid service.

**Service Network** means the Globalstar Network, the Iridium Network, the Telstra Network, and the Vodafone Network.

**SIM** means the subscriber identity module card, to be used with a Dual Mode Handset to enable use of the Globalstar/GSM Service in either Satellite Mode or GSM Mode, or in conjunction with either the Classic Service, or the Swift Service.

**Single Mode Handset** means a handset capable of operating on the Globalstar Network, but not capable of operating in Cellular Mode.

**Single Mode Simplex Device** means a device capable of operating on the Globalstar Simplex Network and no other Service Network.

**SM** means the security module card, which forms part of the Globalstar/CDMA Dual Mode Handset to enable use of the Globalstar/CDMA Service in either Globalstar Mode or CDMA Mode.

**Special Services** means special services available with the Service to approved Customers, as described in Part A of this Agreement.

**Standard Agreement** has the meaning given to the term by Part 23 of the Act.

**Swift Service** means the GSM digital mobile service provided using the Vodafone Network as described in Part A.

**Tax Invoice** means an invoice which complies with the requirements for such an invoice under the GST Legislation.

**Taxable Supply** has the meaning given in the GST Legislation.

**Telstra CDMA Network** means the CDMA telecommunications network operated by Telstra Corporation Limited used to provide the CDMA Service.

**Telstra Network** means the 2G/GSM telecommunications network operated by Telstra Corporation Limited used to provide the Classic Service.

**TracerTrak Charges** means the charges for the use of the TracerTrak Service.

**TracerTrak Service** means the Internet based tracking and telemetry service using various Service Networks as described in Part A.

**Value Added Services** means the value added services available in Satellite Mode and/or in either CDMA Mode or GSM Mode or with the Service generally, as described in Part A of this Agreement.

**Vodafone Network** means the GSM telecommunications network operated by Vodafone Network Pty Limited used to provide the Swift Service.

## **1.2 Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and visa versa;
- (c) all references to dollars, value and price are to the Australian currency;
- (d) references to a party includes its successors and permitted assigns;
- (e) references to payment to any party includes payments to another person on the direction of that party;
- (f) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time, and
- (g) Roaming relies on the networks of other carriers over which Pivotal Satellite has no control. Pivotal Satellite cannot guarantee the quality and reliability of the mobile service when the Customer is Roaming.

**1.3** In Part C – General Terms and Conditions, all references to the Globalstar Network are to be read as references to the Service Networks.

## **PART C - GENERAL TERMS AND CONDITIONS**

### **1. THE SERVICE**

- 1.1 Pivotel Satellite supplies the Customer with the Service on the terms and conditions set out in this Agreement.
- 1.2 Pivotel Satellite will take all reasonable steps to make sure that the Customer can receive the Service. However, the Customer acknowledges that:
- (a) the Service is not free from faults or interruptions;
  - (b) the Customer may not be able to use the Service in some areas, or in some buildings, or at certain times;
  - (c) Pivotel Satellite does not warrant currency, availability, accuracy, security or quality of any information which a Customer receives or can access using the Service;
  - (d) the Customer is responsible for any reliance on or use of the information which they receive or can access using the Service; and
  - (e) the Service can only be used in areas where the Service Network is present.
- 1.3 Subject to the national regulatory policy on numbering:
- (a) Pivotel Satellite may allocate a number to the Customer's Service and vary that number;
  - (b) the Customer has and can claim no legal interest or goodwill in any number or PIN allocated by Pivotel Satellite.

### **2. OBLIGATIONS OF THE CUSTOMER**

#### **2.1** The Customer must:

- (a) keep the SIM safe and in good condition;
- (b) return the SIM to Pivotel Satellite immediately upon request;
- (c) notify Pivotel Satellite immediately of loss of, or damage to, a SIM;
- (d) pay Pivotel Satellite all fees and charges which are incurred in its use of the Service, as set out in Part A and Part B of this Agreement and all applicable government taxes, duties, imposts or levies such as GST;
- (e) comply with all laws, regulations and guidelines concerning use of the Service;

- (f) give Pivotel Satellite all information and co-operation it may require in relation to the Service;
- (g) not resell, distribute or reproduce any part of the Service;
- (h) notify Pivotel Satellite as soon as it becomes aware of any claim it may have against Pivotel Satellite in relation to the Service.

**2.2** The Customer must not:

- (a) disclose to any person any Confidential Information or security number provided by Pivotel Satellite (including but not limited to the Customer's enquiry number, barring number or PIN); or
- (b) use the Service for any improper, immoral, unauthorised or unlawful purpose or allow any other person to use the Service for such purposes; or
- (c) resupply the Service to any other person without Pivotel Satellite's prior written approval, which approval may be withheld in Pivotel Satellite's sole discretion; or
- (d) use the CLI or information derived from the CLI except in accordance with the Act; or
- (e) place, attempt or accept a reverse charge call using the Service.

**3. SERVICE SUSPENSION, LIMITATION OR TERMINATION**

3.1 Subject to applicable law, Pivotel Satellite may, in its absolute discretion suspend, limit or terminate the provision of the Service if:

- (a) Pivotel Satellite gives the Customer thirty (30) days written notice of its intention to do so provided only that the Customer has been Connected for the Contract Term; or
- (b) the Customer exceeds the Credit Limit; or
- (c) the Customer is in breach of this Agreement; or
- (d) a regulatory authority such as the ACMA instructs Pivotel Satellite to do so; or
- (e) there are technical problems with the Globalstar Network which require corrective action by Pivotel Satellite; or
- (f) the use of the Service by any person might damage the Globalstar Network; or
- (g) the Customer or someone acting on the Customer's behalf informs Pivotel Satellite that it has lost a SIM, or in relation to the Globalstar/CDMA Service the Satellite Mode Handset; or

- (h) Pivotal Satellite has an incomplete record of information about the Customer; or
- (i) Pivotal Satellite suspects that its record of information about the Customer contains materially incorrect or incomplete information; or
- (j) the Customer:
  - (i) dies;
  - (ii) is a partner in a partnership, and the partnership dissolves; or
  - (iii) suffers an Insolvency Event;
- (k) Pivotal Satellite believes that the Service is being used to commit unauthorised, criminal or unlawful activities; or
- (l) Pivotal Satellite believes that a Customer has engaged in fraudulent activities in relation to a Service provided by Pivotal Satellite; or
- (m) Pivotal Satellite believes that a Customer has resupplied the Service to another person without Pivotal Satellite's prior written approval; or
- (n) Pivotal Satellite is required by law to do so, or is requested to do so by a law enforcement agency to do so; or
- (o) Pivotal Satellite is required to do so under any agreement with a third party or because a telecommunications service is unavailable from a third party; or
- (p) if the Customer ports out a phone number.

3.2 Where Pivotal Satellite suspends, limits or terminates the Service under clause 3.1 (b)-(l), Pivotal Satellite will use its reasonable endeavours to provide notice to the Customer.

3.3 Pivotal Satellite will promptly suspend the Service if informed by the Customer or someone acting on the Customer's behalf that a SIM has been lost or stolen, or in relation to the Globalstar/CDMA Service the Satellite Mode Handset has been lost or stolen. However, the Customer is responsible for all call charges incurred up to the suspension of the Service.

3.4 Pivotal Satellite may suspend or limit the Customer's Service if in Pivotal Satellite's opinion the amount of call charges accrued on the Customer's account is unusually high. In making this determination Pivotal Satellite may have regard to matters including:

- (a) the Customer's previous daily call spend;
- (b) the Customers unbilled charges total; and

- (c) any unusual call spending patterns.

#### **4. DISCLOSURE OF INFORMATION BY PIVOTEL SATELLITE**

- 4.1 Pivotel Satellite and/or its agents and service providers may collect a Customer's personal information. Pivotel Satellite collects the personal information to provide you with personalised wireless telecommunications and information services. Pivotel Satellite may use a Customer's personal information for purposes that are related to providing the Customer with those services which would be reasonably expected (including purposes keeping the Customer informed about features of Pivotel Satellite services or conducting analysis in order to provide a better service to the Customer).
- 4.2 Pivotel Satellite will provide a Customer with access to their personal information in accordance with the Privacy Act and the Privacy Policy.
- 4.3 Pivotel Satellite may receive and disclose personal information or documents about you to or from:
  - (a) credit providers or credit reporting agencies for purposes permitted under the Privacy Act;
  - (b) law enforcement agencies to assist them in the prevention of criminal activity; or
  - (c) our service and content providers, dealers and agents, or any company within the Pivotel Satellite group for purposes that are related to providing you with a telecommunications service which would be reasonably expected.
- 4.4 Unless the Customer consents, Pivotel Satellite will not disclose the Customer's personal information to third parties, other than those who have contracted with Pivotel Satellite to keep the information confidential, or who are subject to obligations to protect their personal information.
- 4.5 The Customer acknowledges that any calls made to Pivotel Satellite's customer call centres may be recorded for quality assurance purposes.

#### **5. TERMINATION**

- 5.1 Pivotel Satellite can terminate this Agreement in accordance with clause 3.1.
- 5.2 Subject to Part D, the Customer may terminate this Agreement at any time upon giving written notice to Pivotel Satellite. If the Customer wishes to terminate the Agreement before the completion of the Contract Term, the Customer must pay an early termination fee as set out in Part A.
- 5.3 The Customer acknowledges that a request to port out a phone number does not result in termination of this Agreement. Subject to Pivotel Satellite's termination rights, Pivotel Satellite may assign a new number to the relevant Connection.

## **6. OBLIGATIONS ON TERMINATION**

- 6.1 On termination of this Agreement, the Customer must:
- (a) return all property to Pivotel Satellite to which Pivotel Satellite has rights (including but not limited to the SIM), whether under this Agreement or under the general law; and
  - (b) pay all amounts due to Pivotel Satellite under this Agreement.
- 6.2 On termination of this Agreement, Pivotel Satellite must refund to the Customer any monies held on account for the Customer after any debts and liabilities of the Customer have been met under clause 6.1. Pivotel Satellite, in its absolute discretion, may set-off any amounts payable to the Customer until the Customer pays Pivotel Satellite all due amounts.

## **7. ASSIGNMENT**

- 7.1 The Customer may not transfer or assign any rights and obligations under this Agreement without the prior written permission of Pivotel Satellite.
- 7.2 Pivotel Satellite may, without notice to the Customer:
- (a) transfer its rights and obligations under this Agreement to its nominee;
  - (b) temporarily or permanently delegate its obligations under this Agreement;
  - (b) require the Customer to novate this Agreement in favour of Pivotel Satellite's nominee; or
  - (c) act with the Customer's irrevocable power of attorney to sign any necessary documents to enable any such transfer, delegation or novation.

## **8. REPRESENTATIONS & WARRANTIES**

- 8.1 The Customer represents and warrants that:
- (a) it has provided full and accurate personal information to Pivotel Satellite in connection with this Agreement;
  - (b) it has full power and authority to enter into this Agreement; and
  - (c) it will take all necessary action to execute, deliver and perform this Agreement in accordance with the terms.
- 8.2 Pivotel Satellite represents and warrants that:
- (a) it is a carriage service provider under the Act; and

- (b) subject to the terms and conditions of this Agreement, it will provide the Service with all reasonable care and in a timely manner.

## **9. CUSTOMER RIGHTS**

- 9.1 The Customer has rights including the Non-excludable Rights.
- 9.2 Where a Customer has a complaint about the Service (the **Complaint**), the Customer should in the first instance attempt to resolve the Complaint with Pivotal Satellite by contacting Globalstar Customer Care on 1300 882 448 (free call when using the Service), or by email to [mail@pivotal.com.au](mailto:mail@pivotal.com.au), or by writing addressed to Pivotal Satellite Pty Limited, Locked Bag 100, Southport, Queensland, 4215, Australia.
- 9.3 If the Complaint is not resolved after contacting Pivotal Satellite in accordance with clause 9.2, the Customer may contact the Telecommunications Industry Ombudsman (TIO) or the Office of Fair Trading in the Customer's relevant State or Territory.

## **10. TITLE**

Except for any SIM, property in any goods which the Customer takes possession of under this Agreement passes to the Customer on the first payment by the Customer of monies to Pivotal Satellite unless otherwise provided by the Part D.

## **11. LIMITATION OF LIABILITY**

- 11.1 To the full extent permitted by law and subject to clause 11.3, Pivotal Satellite excludes all liability including any Consequential Loss under or in connection with this Agreement or the supply of the Service except to the extent that the Customer suffers direct loss or damage (excluding Consequential Loss) as a result of any negligent act or omission of Pivotal Satellite under or in connection with this Agreement.
- 11.2 Notwithstanding clause 11.1, Pivotal Satellite's maximum liability under or in connection with this Agreement or the supply of the Service will not exceed the total of the fees and charges paid by the Customer under this Agreement:
  - (a) if the time between the commencement date of this Agreement and the date of the Claim is 6 months or more - during the 6 month period immediately preceding the date of the Claim; or
  - (b) if the time between the commencement date of this Agreement and the date of the Claim is less than 6 months - during the period from the commencement date of this Agreement to the date of the Claim.
- 11.3 Non-excludable Rights
  - (a) Pivotal Satellite does not exclude any Non-excludable Rights but does exclude and the Customer cannot rely on all other conditions, representations and warranties implied by custom, law or statute other than those expressly contained in this Agreement.

- (b) Pivotel Satellite's liability in respect of any Non-excludable Right is limited, at Pivotel Satellite's option, to:
  - (i) in the case of goods,
    - A. the replacement of the goods or the supply of equivalent goods;
    - B. the repair of the goods;
    - C. the payment of the cost of replacing the goods or acquiring equivalent goods;
    - D. the payment of the cost of having the goods repaired.
  - (ii) in the case of services,
    - A. the supply of the services again; or
    - B. the payment of the cost of having the services supplied again.

## **12. INDEMNITY**

- 12.1 The Customer indemnifies Pivotel Satellite against all claims, actions, damages, losses, liabilities, costs, charges, expenses, outgoings or payment which Pivotel Satellite pays, suffers or incurs, or is liable for in respect of the Customer's use of the Service or the Service Networks.
- 12.2 Clause 12.1 does not apply to any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Pivotel Satellite pays, suffers, incurs, or is liable for as a result of the wilful misconduct or reckless act or omission of Pivotel Satellite.
- 12.3 The indemnity in this clause 12 is a continuing obligation of the Customer which will continue despite:
  - (a) any settlement of account;
  - (b) the termination of this Agreement; or
  - (c) the occurrence of any other thing,

and remains in full force and effect until all monies owing by the Customer to Pivotel Satellite have been paid in full.

### **13. PROHIBITION & ENFORCEABILITY**

- 13.1 Any provision of, or the application of any provision to, this Agreement or a right, power, authority, discretion or remedy of a party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 13.2 Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of the remaining provisions in that or in any other jurisdiction. The application of this clause 13 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

### **14. WAIVER**

- 14.1 Pivotal Satellite may not waive any right under this agreement except in writing.
- 14.2 A waiver by Pivotal Satellite will not prejudice its rights in respect of any subsequent breach of this agreement by the Customer.
- 14.3 A failure or delay in enforcing a right under this agreement does not constitute a waiver.

### **15. VARIATION**

Pivotal Satellite may vary any term of this Agreement at any time in writing. To the extent required by the Act, Pivotal Satellite will notify the Customer of any such variation.

### **16. STANDARD FORM OF AGREEMENT**

This Agreement constitutes a Standard Form of Agreement with the meaning of the Act.

### **17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Agreement is governed by the laws of New South Wales.
- 17.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

### **18. AGENCY**

- 18.1 The Customer appoints Pivotal Satellite as its agent for the purposes of completing a Customer Authorisation Form on the Customer's behalf.

## **PART D – SERVICE SPECIFIC TERMS AND CONDITIONS**

### **1. COMMENCEMENT AND TERMINATION**

This Agreement starts when the Customer is first Connected to the Service, and terminates when the Customer is Disconnected from the Service.

### **2. FEES AND CHARGES**

- 2.1 Pivotal Satellite will invoice the Customer once every month, and the Customer must pay all outstanding amounts not more than 14 days from the date of the invoice.
- 2.2 The invoice which Pivotal Satellite provides to the Customer will be in a standard form. If the Customer requires a different form of invoice, the Customer must pay any applicable charges.
- 2.3 Pivotal Satellite may vary its fees and charges from time to time. The Customer acknowledges that before entering into this agreement it has seen a copy of Pivotal Satellite's current fees and charges. The Customer may obtain a copy of Pivotal Satellite's current fees and charges, by contacting Pivotal Satellite at any time.
- 2.4 The Customer must remain Connected to the Service for the Contract Term or pay an early termination fee set out in Part A.
- 2.5 If Pivotal Satellite imposes a Credit Limit and the Customer exceeds the Credit Limit, Pivotal Satellite may suspend, or limit the Service until the Customer pays all outstanding fees and charges.
- 2.6 Pivotal Satellite may require the Customer to pay a security deposit if the Customer intends to use Value-Added Services. If the Customer pays Pivotal Satellite a security deposit, Pivotal Satellite may apply the deposit, or any part of it, in payment of any outstanding fees and charges for the Service.
- 2.7 If the Customer does not pay Pivotal Satellite's invoices on time for two successive months, Pivotal Satellite may require the Customer to pay its accounts by direct debit or registered credit card for the term of this Agreement. The Customer must not cancel a direct debit or credit card authority. If the Customer cancels a direct debit or credit card authority in breach of this clause, it must pay Pivotal Satellite extra charges as determined by Pivotal Satellite.
- 2.8 Pivotal Satellite may pay an agent a commission for introducing the Customer to the Service.

### **3. CUSTOMER DISCONNECTION FROM THE SERVICE**

- 3.1 The Customer must not Disconnect from the Service until:
  - (a) the Contract Term has expired, or the Customer has given written notice of termination and paid the early termination fee set out in Part A; and

(b) the Customer has otherwise satisfied the terms of this Agreement.

3.2 If the Customer wishes to be Disconnected from the Service at the end of the Contract Term, or at any time after the Contract Term, the Customer must provide Pivotal Satellite with written notice. On receipt of such notice, the Connection will be Disconnected at the conclusion of the Customer's current monthly billing cycle for the Service.