GlobalSat Pty Limited

ABN 12 067 562 314

STANDARD AGREEMENT
FOR THE SUPPLY OF
INTEGRATED SATELLITE
AND CELLULAR MOBILE SERVICES

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Customer Enquiries call **07 3282 8504** or visit the web site at

www.GlobalSat.com.au

PART A – SERVICE DESCRIPTION

1. GENERAL INFORMATION

(a) The Service

The Service provided by GlobalSat includes:

(i) single mode Globalstar voice and data services (the '**Globalstar Service**'); (ii) single mode Iridium voice and data services (the '**Iridium Service**'); (iii) single mode Inmarsat voice and data services (the '**Inmarsat Service**'); (iv) Inmarsat high speed IP data services (the '**Inmarsat IP Data Service**'); (v) single mode Thuraya voice and data services (the '**Thuraya Service**'); (vi) Thuraya high speed IP data services (the '**Thuraya IP Data Service**');

(vii) high bandwidth VSAT fixed satellite services using the nbn co Limited VSAT network (the '**VSAT Service**')

(viii) satellite machine to machine messaging services, provided using the Globalstar Network (the '**Globalstar Simplex Service**'), the Iridium Network (the '**Iridium Short Burst Data Service**'), and the Inmarsat Network (the '**Inmarsat IsatDataPro Service**');

(ix) personal satellite communication messaging services (the '**Personal Satellite Communications Service**'); and

(x) Internet based tracking and telemetry services (the '**GlobalSat Tracking Service**').

Services using the Globalstar Network

The Customer acquires the Globalstar Service from GlobalSat.

The Globalstar Service provides the Customer using a Compatible Device with access to the Globalstar Network within the coverage area of the Globalstar Network.

GlobalSat provides the Globalstar Simplex Service using the Globalstar Network. The Globalstar Simplex Service is a one way messaging service with messages originating from the Globalstar Simplex Device.

The Globalstar Simplex Service provides the Customer using a Compatible Device with access to the Globalstar Network within the Simplex coverage area of the Globalstar Network.

Services using the Iridium Network

The Customer acquires the Iridium Service and the Iridium Short Burst Data Service from GlobalSat.

GlobalSat provides the Iridium Service using the Iridium Network. The Iridium Service is a SIM based service.

The Iridium Service provides the Customer using a Compatible Device with access to the Iridium Network within the coverage area of the Iridium Network, and is based on the supported Call Plan.

GlobalSat provides the Iridium Short Burst Data Service using the Iridium Network. The Iridium Short Burst Data Service is a two way messaging service with messages originating from the Iridium Short Burst Data Device, and messages terminated to the Iridium Short Burst Data Device.

The Iridium Short Burst Data Service provides the Customer using a Compatible Device with access to the Iridium Network within the Iridium Short Burst Data coverage area of the Iridium Network.

Services using the Inmarsat Network

The Customer acquires the Inmarsat Service from GlobalSat. GlobalSat provides the Inmarsat Service using the Inmarsat Network. The Inmarsat Service is a SIM based service.

The Inmarsat Service provides the Customer using a Compatible Device with access to the Inmarsat Network within the coverage area of the Inmarsat Network in Australia, and is based on the supported Call Plan,

GlobalSat offers the Inmarsat IP Data Service to provide high speed IP data using the Inmarsat Network. The SIM cards used with the Inmarsat IP Data service are international satellite SIMs for use solely with the **Inmarsat IP Data Service**.

The Inmarsat IP Data Service provides the Customer using a Compatible Device with access to the Inmarsat Network within the coverage area of the Inmarsat Network.

GlobalSat provides the Inmarsat IsatDataPro Service using the Inmarsat Network. The Inmarsat IsatDataPro Service is a two-way store and forward satellite messaging service for low volume data transmission and reception.

The Inmarsat IsatDataPro Service provides the Customer using a Compatible Device with access to the Inmarsat Network within the coverage area of the Inmarsat Network.

Services using the Thuraya Network

The Customer acquires the Thuraya Service from GlobalSat.

The Thuraya Service provides the Customer using a Compatible Device with access to the Thuraya Network within the coverage area of the Thuraya Network, and is based on the supported Call Plan.

GlobalSat offers the Thuraya IP Data Service to provide high speed IP data using the Thuraya Network. The SIM cards used with the Thuraya IP Data service are international satellite SIMs for use solely with the Thuraya IP Data Service.

The Thuraya IP Data Service provides the Customer using a Compatible Device with access to the Thuraya Network within the coverage area of the Thuraya Network.

VSAT Services

GlobalSat provides the VSAT Service using the VSAT Network.

The VSAT Service provides the Customer using a Compatible Device with access to the VSAT Network within the fixed satellite coverage area of the VSAT Network.

Personal Satellite Communications Services

The Personal Satellite Communications Service is a messaging service that incorporates the Globalstar Simplex Service when used in conjunction with Globalstar Simplex Devices, and the Iridium Short Burst Data Service when used in conjunction with Iridium Short Burst Data Devices.

The Personal Satellite Communications Service may be used in conjunction with an Emergency Monitoring Service, where an Emergency Monitoring Organisation will monitor for Emergency Messages and notify the appropriate Emergency Response Organisation if an Emergency Message is identified.

GlobalSat Tracking Services

The GlobalSat Tracking Service is an Internet based tracking and telemetry service. The GlobalSat Tracking service incorporates the Globalstar Simplex Service, the Iridium Short Burst Data Service, the Personal Satellite Communications Service, the Thuraya Service, Inmarsat IP Data Service and the Inmarsat IsatDataPro Service. The GlobalSat Tracking Service is accessed on the Internet using login details which include username, password and account details. Customers are responsible for maintaining the security of their login details to prevent unauthorised access to or use of their GlobalSat Tracking account.

The GlobalSat Tracking Service may be used in conjunction with an Emergency Monitoring Service, where an Emergency Monitoring Organisation will monitor for Emergency Messages and notify the appropriate Emergency Response Organisation if an Emergency Message is identified.

(b) Globalstar Handsets

The Globalstar Service requires a Satellite Handset that is capable of operating in Satellite Mode. When the Satellite Handset connects to the Globalstar Network in Satellite Mode the Customer will acquire the Globalstar Service for the Globalstar Charges.

The Customer will receive one invoice for all calls using the Service.

(c) Iridium Handsets

The Iridium Service is provided using a Satellite Handset that is capable of operating in Satellite Mode. When the Satellite Handset connects to the Iridium Network in Satellite Mode the Customer will acquire the Iridium Service for the Iridium Charges.

The Customer will receive one invoice for all calls using the Service.

(d) Inmarsat Handsets

The Inmarsat Service is provided using a Satellite Handset that is capable of operating in Satellite Mode. When the Satellite Handset connects to the Inmarsat Network in Satellite Mode the Customer will acquire the Inmarsat Service for the Inmarsat Charges.

The Customer will receive one invoice for all calls using the Service.

(e) Thuraya Handsets

The Thuraya Service is provided using a Satellite Handset that is capable of operating in Satellite Mode. When the Satellite Handset connects to the Thuraya Network in Satellite Mode the Customer will acquire the Thuraya Service for the Thuraya Charges.

The Customer will receive one invoice for all calls using the Service.

(g) Inmarsat IP Data Terminals

The Inmarsat IP Data Service is provided using an Inmarsat IP Data Terminal that is capable of operating in Satellite Mode. When the Inmarsat IP Data Terminal connects to the Inmarsat Network in Satellite Mode, the Customer will acquire the Inmarsat Service for the Inmarsat Charges.

The Customer will receive one invoice for all calls using the Service.

(h) Thuraya IP Data Terminals

The Thuraya IP Data Service is provided using a Thuraya IP Data Terminal that is capable of operating in Satellite Mode. When the Thuraya IP Data Terminal connects to the Thuraya Network in Satellite Mode, the Customer will acquire the Thuraya Service for the Thuraya Charges.

The Customer will receive one invoice for all calls using the Service.

(i) Globalstar Simplex Devices

A specialised Globalstar Simplex Device is required to access the Globalstar Simplex Service. Globalstar Simplex Devices can be either Dual Mode Simplex Devices supporting the Globalstar Simplex Service and capable of operating in Cellular Mode, or a Single Mode Simplex Device capable of supporting the Globalstar Simplex Service only.

If the Dual Mode Simplex Device connects to:

(i) the Globalstar Network in Simplex Mode the Customer will acquire the Globalstar Simplex Service for the Simplex Charges; or

When the Single Mode Simplex Device connects to the Globalstar Network in Simplex Mode the Customer will acquire the Globalstar Simplex Service for the Simplex Charges.

The Customer cannot discontinue one part of the Service and continue with another part of the Service.

The Customer will receive one invoice for all calls using the Service

(j) Iridium Short Burst Data Devices

A specialised Iridium Short Burst Data Device is required to access the Iridium Short Burst Data Service. Iridium Short Burst Data Devices can be either Dual Mode Short Burst Data Devices supporting the Iridium Short Burst Data Service and capable of operating in 3G Mode, or a Single Mode Short Burst Data Device capable of supporting the Iridium Short Burst Data Service only.

If the Dual Mode Short Burst Data Device connects to:

(i) the Iridium Short Burst Data Network the Customer will acquire the Iridium Short Burst Data Service for the Iridium Short Burst Data Charges; or

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When the Single Mode Short Burst Data Device connects to the Iridium Short Burst Data Network the Customer will acquire the Iridium Short Burst Data Service for the Iridium Short Burst Data Charges.

The Customer cannot discontinue one part of the Service and continue with another part of the Service.

The Customer will receive one invoice for all calls using the Service.

(k) Inmarsat IsatDataPro Devices

A specialised Inmarsat IsatDataPro Device is required to access the Inmarsat IsatDataPro Service. Inmarsat IsatDataPro Devices can be either Dual Mode IsatDataPro Devices supporting the Inmarsat IsatDataPro Service and capable of operating in 3G Mode, or a Single Mode IsatDataPro Device capable of supporting the Inmarsat IsatDataPro Service only.

If the Dual Mode IsatDataPro Device connects to:

(i) the Inmarsat IsatDataPro Network the Customer will acquire the Inmarsat IsatDataPro Service for the Inmarsat IsatDataPro Charges; or

When the Single Mode IsatDataPro Device connects to the Inmarsat IsatDataPro Network the Customer will acquire the Inmarsat IsatDataPro Service for the Inmarsat IsatDataPro Charges.

The Customer cannot discontinue one part of the Service and continue with another part of the Service.

The Customer will receive one invoice for all calls using the Service.

(l) VSAT Terminals

The VSAT Service is provided using a VSAT Terminal that is only capable of operating in Satellite Mode. When the VSAT Terminal connects to the VSAT Network, the Customer will acquire the VSAT Service for the VSAT Charges.

The Customer will receive one invoice for all data, including auto top-ups using the Service.

2. THE GLOBALSTAR SERVICE

(a) General information on the Globalstar Service

With a Satellite Handset, the customer may use the Satellite Handset to access Satellite Mode.

When in Satellite Mode, the Satellite Handset communicates directly with up to three satellites in the Globalstar Network, and those satellites establish a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications network.

The Globalstar Service may be used to make or receive calls in mainland Australia, and Tasmania and up to 500 nautical miles out to sea, to and from:

(i) telephones connected to the Globalstar Network;

(ii) telephones connected to Australian telecommunications networks including domestic mobile networks to which GlobalSat is able to terminate calls; and

(iii) international public telephone numbers.

The Globalstar Service is not available from Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Globalstar Service may be available as a roaming service internationally. Access to the Globalstar Service outside of Australia is subject to Globalstar coverage being available, and GlobalSat's roaming agreements. Please check with GlobalSat Customer Care on 07 3282 8504 for more details about the availability of the Globalstar Service outside Australia.

The Globalstar Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the network with which the called number is associated.

Three radio astronomy exclusion zones apply in a 20km radii band around these radio telescope sites – near Narrabri, near Coonabarabran, and near Parkes in NSW. The exclusion zones will mean that Customers will not be able to make and receive calls in Satellite Mode in these areas.

(b) Roll-out of the Globalstar Service

The Globalstar Service is conducted through three Gateways in Dubbo (NSW), Mt Isa (Qld) and Meekatharra (WA). The Globalstar Service commenced commercial operation from the Dubbo Gateway on 30th March 2000 and through the Meekatharra Gateway and the Mt Isa Gateway in May 2000.

(c) Customer acknowledgements on the Globalstar Service

The Customer acknowledges that:

(i) when in Satellite Mode the Customer will be charged the Globalstar Charges;

(ii) the Customer may also pay the Globalstar Charges to receive calls in Satellite Mode on some Call Plans;

(iii) to make or receive calls in Satellite Mode, the Satellite Handset must have its antenna up and have clear line of sight to a satellite in the Globalstar Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Satellite Handset and the satellite. The antenna must not be covered whilst making the call; and

(iv) the availability of Value Added Services varies - please check with GlobalSat Customer Care on 07 3282 8504 for details.

3. THE GLOBALSTAR SIMPLEX SERVICE

(a) General information on the Globalstar Simplex Service

The Globalstar Simplex Service provides Customers with access to the Globalstar Network for one way messages sent from Globalstar Simplex Devices. Messages from the Globalstar Simplex Service can be accessed by email, SMS, or by using the Internet.

In order to transmit messages, the Globalstar Simplex Device must be placed in a location with the indicated surface pointing upwards towards the sky. The Globalstar Simplex Device must at all times have a clear view of the majority of the sky.

The Globalstar Simplex Service may be accessed from mainland Australia and Tasmania, and up to 500 nautical miles out to sea. The Globalstar Simplex Service is also available from any international locations where Globalstar Simplex coverage is provided.

When the Globalstar Simplex Device connects to the Globalstar Network, the Customer will acquire the Globalstar Simplex Service for the Globalstar Simplex Charges.

(b) Roll-out of the Globalstar Simplex Service

The Globalstar Simplex Service is conducted through two Gateways in Dubbo (NSW), and Meekatharra (WA). It commenced commercial operation nationally in June 2007.

4. THE IRIDIUM SERVICE

(b) General information on the Iridium Service

The customer must use the Satellite Handset to access Satellite Mode.

When in Satellite Mode, the Satellite Handset communicates directly with satellites in the Iridium Network, and those satellites establish a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications network.

The Iridium Service may be used to make or receive calls in mainland Australia, Tasmania, and Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Iridium Service is a global service providing global coverage, to and from:

(i) telephones connected to the Iridium Network;

(ii) telephones connected to Australian telecommunications networks including domestic mobile networks to which GlobalSat is able to terminate calls; and

(iii) international public telephone numbers.

The Iridium Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the network with which the called number is associated.

Three radio astronomy exclusion zones apply in a 20km radii band around these radio telescope sites – near Narrabri, near Coonabarabran, and near Parkes in NSW. The exclusion zones will mean that Customers will not be able to make and receive calls in Satellite Mode in these areas.

(c) Roll-out of the Iridium Service

The Iridium Service commenced commercial operation in February 2008.

(d) Customer acknowledgements on the Iridium Service

The Customer acknowledges that:

(i) when in Satellite Mode the Customer will be charged the Iridium Charges, which are generally higher than the Cellular Charges for equivalent calls (voice, messaging and data);

(ii) to make or receive calls in Satellite Mode the Satellite Handset must have its antenna up and have clear line of sight to a satellite in the Iridium Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Satellite Handset and the satellite. The antenna must not be covered whilst making the call; and

(iii) the availability of Value Added Services varies - please check with GlobalSat Customer Care on 07 3282 8504 for details.

5. THE IRIDIUM SHORT BURST DATA SERVICE

(c) General information on the Iridium Short Burst Data Service

The customer must use an Iridium Short Burst Data Device to access the Iridium Short Burst Data Service.

The Iridium Short Burst Data Device communicates directly with satellites in the Iridium Network, and those satellites establish a connection with a suitable Gateway to allow the relevant message to be originated or terminated on a terrestrial telecommunications network.

The Iridium Short Burst Data Service may be used to send or receive messages in mainland Australia, Tasmania, and Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Iridium Service is a global service providing global coverage, to and from:

(i) Iridium Short Burst Data Devices connected to the Iridium Network;

(ii) devices connected to Australian telecommunications networks including domestic mobile networks to which GlobalSat is able to terminate messages; and

(iii) devices connected to international telecommunications networks to which GlobalSat is able to terminate messages.

The Iridium Short Burst Data Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the network to which the message is sent or from which the message is received.

(d) Roll-out of the Iridium Short Burst Data Service

The Iridium Short Burst Data Service commenced commercial operation in February 2008.

(e) Customer acknowledgements on the Iridium Short Burst Data Service The

Customer acknowledges that:

(i) the Customer will be charged the Iridium Short Burst Data Charges;

(ii) to send or receive messages in Satellite Mode the Iridium Short Burst Data Device must have a clear line of sight to a satellite in the Iridium Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Iridium Short Burst Data Device and the satellite. The antenna must not be covered whilst sending or receiving messages; and

(iii) the availability of Value Added Services varies between Satellite Mode and Cellular Mode, please check with GlobalSat Customer Care on 07 3282 8504 for details.

6. THE INMARSAT SERVICE

(d) General information on the Inmarsat Service

The customer must use the Satellite Handset to access Satellite Mode..

When in Satellite Mode, the Satellite Handset communicates directly with a satellite in the Inmarsat Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications network.

The Inmarsat Service may be used to make or receive calls in mainland Australia, Tasmania, and in many of Australia's external territories. The Inmarsat Service is a global service providing global coverage, to and from:

(i) telephones connected to the Inmarsat Network;

(ii) telephones connected to Australian telecommunications networks including domestic mobile networks to which GlobalSat is able to terminate calls; and

(iii) international public telephone numbers.

The Inmarsat Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the network with which the called number is associated.

Three radio astronomy exclusion zones apply in a 20km radii band around these radio telescope sites – near Narrabri, near Coonabarabran, and near Parkes in NSW. The exclusion zones will mean that Customers will not be able to make and receive calls in Satellite Mode in these areas.

(e) Roll-out of the Inmarsat Service

The Inmarsat Service commenced commercial operation in January 2016. **(f)**

Customer acknowledgements on the Iridium Service

The Customer acknowledges that:

(i) when in Satellite Mode the Customer will be charged the Inmarsat Charges, which are generally higher than the Cellular Charges for equivalent calls (voice, messaging and data);

(ii) to make or receive calls in Satellite Mode the Satellite Handset must have its antenna up and have clear line of sight to a satellite in the Inmarsat Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Satellite Handset and the satellite. The antenna must not be covered whilst making the call; and

(iii) the availability of Value Added Services varies - please check with GlobalSat Customer Care on 07 3282 8504 for details.

7. THE INMARSAT ISATDATAPRO SERVICE

(e) General information on the Inmarsat IsatDataPro Service

The customer must use an Inmarsat IsatDataPro Device to access the Inmarsat IsatDataPro Service.

The Inmarsat IsatDataPro Device communicates directly with a satellite in the Inmarsat Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant message to be originated or terminated on a terrestrial telecommunications network.

The Inmarsat IsatDataPro Service may be used to send or receive messages in mainland Australia, Tasmania, and many of Australia's external territories. The Inmarsat IsatDataPro Service is a global service providing global coverage, to and from:

(i) Inmarsat IsatDataPro Devices connected to the Inmarsat Network;

(ii) devices connected to Australian telecommunications networks including domestic mobile networks to which GlobalSat is able to terminate messages; and

(iii) devices connected to international telecommunications networks to which GlobalSat is able to terminate messages.

The Inmarsat IsatDataPro Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the network to which the message is sent or from which the message is received.

(f) Roll-out of the Inmarsat IsatDataPro Service

The Inmarsat IsatDataPro Service commenced commercial operation in January 2016. **(g)**

Customer acknowledgements on the Inmarsat IsatDataPro Service The Customer acknowledges that:

(i) the Customer will be charged the Inmarsat IsatDataPro Charges;

(ii) to send or receive messages in Satellite Mode the Inmarsat IsatDataPro Device must have a clear line of sight to a satellite in the Inmarsat Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Inmarsat IsatDataPro Device and the satellite. The antenna must not be covered whilst sending or receiving messages; and

(iii) the availability of Value Added Services varies between Satellite Mode and Cellular Mode, please check with GlobalSat Customer Care on 07 3282 8504 for details.

8. THE INMARSAT IP DATA SERVICE

(f) General information on the Inmarsat IP Data Service

The customer may use the Inmarsat IP Data Terminal to access the Inmarsat IP Data Service in Satellite Mode.

When in Satellite Mode, the Inmarsat IP Data Terminal communicates directly with a satellite in the Inmarsat Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications data network.

The Inmarsat IP Data Service may be used to make or receive data calls in mainland Australia, and Tasmania and up to 500 nautical miles out to sea, to and from:

(i) Inmarsat IP Data Terminals connected to the Inmarsat Network;

(ii) IP enabled devices connected to Australian telecommunications data networks; and

(iii) IP enabled devices connected to international telecommunications data networks.

The Inmarsat IP Data Service is available for use outside of Australia subject to Inmarsat coverage being available.

Please check with GlobalSat Customer Care on 07 3282 8504 for more details about the availability of the Inmarsat IP Data Service outside Australia.

The Inmarsat IP Data Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the telecommunications data network to which the IP enabled device is connected.

(g) Roll-out of the Inmarsat IP Data Service

The Inmarsat IP Data Service commenced commercial operation in October 2014. **(h)**

Customer acknowledgements on the Inmarsat IP Data Service

The Customer acknowledges that to transmit or receive IP data in Satellite Mode the Inmarsat IP Data Terminal must have its antenna oriented to have a clear line of sight to the Inmarsat Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Inmarsat IP Data Terminal and the satellite. The antenna must not be covered whilst transmitting or receiving IP data.

9. THE THURAYA SERVICE

(g) General information on the Thuraya Service

With a Satellite Handset, the customer may use the Satellite Handset to access Satellite Mode.

When in Satellite Mode, the Satellite Handset communicates directly with a satellite in the Thuraya Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications network.

The Thuraya Service may be used to make or receive calls in mainland Australia, and Tasmania and up to 500 nautical miles out to sea, to and from:

(i) telephones connected to the Thuraya Network;

(ii) telephones connected to Australian telecommunications networks including domestic mobile networks to which GlobalSat is able to terminate calls; and

(iii) international public telephone numbers.

The Thuraya Service is not available from Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Thuraya Service is available for use outside of Australia subject to Thuraya coverage being available.

Please check with GlobalSat Customer Care on 07 3282 8504 for more details about the availability of the Thuraya Service outside Australia.

The Thuraya Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the network with which the called number is associated.

(h) Roll-out of the Thuraya Service

The Thuraya Service commenced commercial operation in April 2013.

(i) Customer acknowledgements on the Thuraya Service

The Customer acknowledges that:

(i) when in Satellite Mode the Customer will be charged the Thuraya Charges, which are generally higher than the Cellular Charges for equivalent calls (voice, messaging and data);

(ii) to make or receive calls in Satellite Mode the Satellite Handset must have its antenna up and have clear line of sight to the Thuraya Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Satellite Handset and the satellite. The antenna must not be covered whilst making the call; the antenna must be pointed to the satellite; and

(iii) the availability of Value Added Services varies - please check with GlobalSat Customer Care on 07 3282 8504 for details.

10. THE THURAYA IP DATA SERVICE

(h) General information on the Thuraya IP Data Service

The customer may use the Thuraya IP Data Terminal to access the Thuraya IP Data Service in Satellite Mode.

When in Satellite Mode, the Thuraya IP Data Terminal communicates directly with a satellite in the Thuraya Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications data network.

The Thuraya IP Data Service may be used to make or receive data calls in mainland Australia, and Tasmania and up to 500 nautical miles out to sea, to and from:

(i) Thuraya IP Data Terminals connected to the Thuraya Network;

(ii) IP enabled devices connected to Australian telecommunications data networks; and

(iii) IP enabled devices connected to international telecommunications data networks.

The Thuraya IP Data Service is not available from Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Thuraya IP Data Service is available for use outside of Australia subject to Thuraya Network coverage being available.

Please check with GlobalSat Customer Care on 07 3282 8504 for more details about the availability of the Thuraya IP Data Service outside Australia.

The Thuraya IP Data Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the telecommunications data network to which the IP enabled device is connected.

(i) Roll-out of the Thuraya IP Data Service

The Thuraya IP Data Service commenced commercial operation in April 2013. **(j)**

Customer acknowledgements on the Thuraya IP Data Service

The Customer acknowledges that to transmit or receive IP data in Satellite Mode the Thuraya IP Data Terminal must have its antenna oriented to have a clear line of sight to the Thuraya Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Thuraya IP Data Terminal and the satellite. The antenna must not be covered whilst transmitting or receiving IP data.

11. THE VSAT SERVICE

(i) General information on the VSAT Service

The customer may use the VSAT Terminal to access the VSATService in Satellite Mode in conjunction with nbn co Limited guidelines.

When in Satellite Mode, the VSAT Terminal communicates directly with a satellite in the VSAT Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant data to be terminated on a terrestrial telecommunications data network.

The VSAT Service may be used to transmit data in parts of mainland Australia, and Tasmania and all areas deemed suitable by nbn co Limited to and from:

(iv) VSAT Terminals connected to the VSAT Network;

(v) IP enabled devices connected to Australian telecommunications data networks; and

(vi) IP enabled devices connected to international telecommunications data networks.

The VSAT Service is available for use outside of Australia subject to VSAT Network coverage of nbn co Limited.

Please check with GlobalSat Customer Care on 07 3282 8504 for more details about the availability of the VSAT Service outside Australia.

The VSAT Service is subject to interconnection arrangements between GlobalSat and the relevant operator of the telecommunications data network to which the IP enabled device is connected.

(j) Roll-out of the VSAT Service

The VSAT Service commenced commercial operation in October 2015.

(k) Customer acknowledgements on the VSAT Service

The Customer acknowledges that to transmit or receive IP data in Satellite Mode the VSAT Terminal must have its antenna oriented to have a clear line of sight to the VSAT Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the VSAT Terminal and the satellite. The antenna must not be covered whilst transmitting or receiving IP data.

12. THE GlobalSat Tracking SERVICE

(a) General information on the GlobalSat Tracking Service

The GlobalSat Tracking Service provides Customers with access to an Internet based tracking and telemetry application.

The GlobalSat Tracking Service incorporates the Globalstar Simplex Service, the Iridium Service and some cellular services. The GlobalSat Tracking Service is accessed on the Internet using login details which include username, password and account details. Customers are responsible for maintaining the security of their login details to prevent unauthorised access or use of their GlobalSat Tracking account.

When the Customer connects devices to the GlobalSat Tracking tracking or telemetry application, the Customer will acquire the GlobalSat Tracking Service for the GlobalSat Tracking Charges.

(b) Roll-out of the GlobalSat Tracking Service

The GlobalSat Tracking Service commenced commercial operation nationally in February 2015.

(c) Personal Satellite Communications Service with GlobalSat Tracking

The Globalstar Simplex Devices known as SPOT and GSAT Solar and the Iridium Short Burst Data Devices known as GSAT Micro and SHOUT range, using the Personal Satellite

Communications Service can be used in conjunction with GlobalSat Tracking.

Tracking capabilities and Emergency Message capabilities are available with some devices when used in conjunction with the Personal Satellite Communications Service.

When enabled, GlobalSat Tracking can also support the Emergency Monitoring Service from the GEOS IERCC (GEOS International Emergency Response Call Centre). More information is about GEOS is available from www.geosalliance.com.

GEOS coordinates emergency response with various local emergency response agencies including with AMSA, and with police services in the various Australian jurisdictions.

13. VALUE ADDED SERVICES AND SPECIAL SERVICES

0The following Value-Added Services are available with the Service.

(a) Operator Services:

• calls to emergency services: by dialling the Australian emergency call number Triple Zero (000) within Australia or the international emergency number 112, the Customer will be connected straight through to emergency services - emergency calls made from outside Australia may require different numbers, please check with GlobalSat Customer Care on 07 3282 8504; and

• network problem reporting: to report any difficulties or faults with the Service dial GlobalSat Customer Care on 07 3282 8504 from within Australia (free call when using the Service)

(b) Value Added Services and Special Services

Once Connected to the Service, the Customer may have access to GlobalSat's Value Added Services and Special Services, which are divided into calls to certain numbers.

(i) Call Options

Customers who have GlobalSat's approval may call:

• 13/1300 and 1800 numbers;

• maritime, remote and satellite services;

• 19XX numbers;

• 15XX numbers (otherwise excluding 1500, 1505, 1512, 1513, 1540, 1571 and 1575); and

• international numbers.

Satellite data communications are available for calls on the Service from Customers with appropriate equipment. Customers with appropriate equipment can also receive calls using GlobalSat's data service when in Satellite Mode. Please contact GlobalSat Customer Care on 07 3282 8504 for more details about the data equipment required.

(ii) GlobalSat's Value Added Services

GlobalSat's Value Added Services are a suite of answering and message services, available with the Services. The availability of Value Added Services varies - please check with GlobalSat Customer Care on 07 3282 8504 for details GlobalSat's Value Added Services include:

• Voicemail: is available in Satellite Mode.

• Call Barring: this service is a security option which allows incoming and/or outgoing calls to be barred. For assistance with this service, call GlobalSat Customer Care on 07 3282 8504;

• Call Forwarding: this service allows Customers to forward calls to their mobile number to another domestic Australian telephone number;

Please note that GlobalSat is not obliged to, and does not maintain a record of a Customer's voicemails once they have been deleted.

These services can be used as required without incurring a monthly subscription fee. Customers only pay for the services actually used. Rates for using voicemail services are indicated in the relevant Call Plan.

(c) Customer Service

For any enquiries regarding the Service, Customers can call GlobalSat Customer Care on 07 3282 8504 from any fixed or mobile phone (free call when using the Service). GlobalSat Customer Care representatives are available between the hours of 8:00 am to 4:00 pm AEST Monday to Friday for general service and billing enquiries.

(d) Coverage

There are certain restrictions on Service coverage in addition to the restrictions set out in Part A. On request, GlobalSat will provide Customers with information about the coverage of the Service throughout Australia, including the Globalstar Service, the Globalstar Simplex Service, the Iridium Service, the Iridium Short Burst Data Service, the Inmarsat Service, the Inmarsat IP Data Service, the Inmarsat IsatDataPro Service, the Thuraya Service, the Thuraya IP Data Service, the VSAT Service and the relevant Cellular Service Area coverage maps. Coverage maps may be provided on Connection or are generally available on the GlobalSat website at www.GlobalSat.com.au.

Within certain coverage areas, some local conditions could prevent or interfere with satellite phone reception. Such conditions may include, buildings, vegetation, mountains and road cuttings. There may also be interferences to the Service in buildings or other objects which block the signal to the satellite, or due to maintenance or downtime on satellites.

(e) Getting Started with GlobalSat

Connection to the Globalstar Service requires the activation of the Globalstar Satellite Handset to the Globalstar Network. A Customer's contract with GlobalSat commences on the activation of the Globalstar Satellite Handset. Full details on activating the Satellite Mode Handset are provided at the point of purchase.

Connection to the Iridium Service requires the activation of a SIM, which when inserted into an Iridium Satellite Handset activates the handset to the Iridium Network. A Customer's contract with GlobalSat commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains GlobalSat's property and must be returned on request.

Connection to the Inmarsat Service requires the activation of a SIM, which when inserted into an Inmarsat Satellite Handset activates the handset to the Inmarsat Network. A Customer's contract with GlobalSat commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains GlobalSat's property and must be returned on request.

Connection to the Thuraya Service requires the activation of a SIM, which when inserted into a Thuraya Satellite Handset activates the handset to the Thuraya Network. A Customer's contract with GlobalSat commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains GlobalSat's property and must be returned on request.

Once Connected to the Globalstar Service, the Iridium Service, the Inmarsat Service, or the Thuraya Service, Customers are offered:

• the use of a satellite phone number;

• fault rectification during GlobalSat's business hours;

• Customer Care service between the hours of 8:00 am to 4:00 pm AEST Monday to Friday, or as otherwise indicated;

• access within Australia to the Globalstar Network for the Globalstar service; or the Iridium Network for the Iridium Service; or the Inmarsat Network for the Inmarsat Service, the Thuraya Network for the Thuraya Service or the VSAT Network for the VSAT Service;

• access to GlobalSat's Value Added Services (where available).

Connection to the Inmarsat IP Data Service requires the activation of a SIM, which when inserted into an Inmarsat IP Data Terminal activates the terminal to the Inmarsat Network. A Customer's contract with GlobalSat commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains GlobalSat's property and must be returned on request.

Once Connected to the Inmarsat IP Data Service, Customers are offered: •

access to Inmarsat IP Data Services;

• fault rectification during GlobalSat's business hours; and

• Customer Care service between the hours of 8:00 am to 4:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the Thuraya IP Data Service requires the activation of a SIM, which when

inserted into a Thuraya IP Data Terminal activates the terminal to the Thuraya Network. A Customer's contract with GlobalSat commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains GlobalSat's property and must be returned on request.

Once Connected to the Thuraya IP Data Service, Customers are offered: •

access to Thuraya IP Data Services;

• fault rectification during GlobalSat's business hours; and

• Customer Care service between the hours of 8:00 am to 4:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the Globalstar Simplex Service requires the activation of the Simplex Device to the Globalstar Network. A Customer's contract with GlobalSat commences on the activation of the Globalstar Simplex Device. Full details on activating the Globalstar Simplex Device are provided at the point of purchase.

Once Connected to the Globalstar Simplex Service, Customers are offered: •

access to Globalstar Simplex messages;

• fault rectification during GlobalSat's business hours; and

• Customer Care service between the hours of 8:00 am to 4:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the Iridium Short Burst Data Service requires the activation of the Iridium Short Burst Data Device to the Iridium Network.

A Customer's contract with GlobalSat commences on the activation of the Iridium Short Burst Data Device. Full details on activating the Iridium Short Burst Data Device are provided at the point of purchase.

Once Connected to the Iridium Short Burst Data Service, Customers are offered: •

access to Iridium Short Burst Data messages;

• fault rectification during GlobalSat's business hours; and

• Customer Care service between the hours of 8:00 am to 4:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the Inmarsat IsatDataPro Service requires the activation of the Inmarsat IsatDataPro Device to the Inmarsat Network.

A Customer's contract with GlobalSat commences on the activation of the Inmarsat IsatDataPro Device. Full details on activating the Inmarsat IsatDataPro Device are provided at the point of purchase.

Once Connected to the Inmarsat IsatDataPro Service, Customers are offered: •

access to Inmarsat IsatDataPro messages;

• fault rectification during GlobalSat's business hours; and

• Customer Care service between the hours of 8:00 am to 4:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the VSAT Service requires the activation of a VSAT Terminal, which activates the terminal to the VSAT Network. A Customer's contract with GlobalSat commences on the activation of the VSAT Terminal. Full details on activating the VSAT Terminal are provided at the point of purchase.

Once Connected to the VSAT Service, Customers are offered:

• access to VSAT Services;

• fault rectification during GlobalSat's business hours; and

• Customer Care service between the hours of 8:00 am to 4:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the GlobalSat Tracking Service requires the activation of a GlobalSat Tracking account and the activation of suitable tracking or telemetry devices. A Customer's contract with GlobalSat commences on the activation of the GlobalSat Tracking account. Full details on activating the GlobalSat Tracking account are provided at the point of purchase.

Once Connected to the GlobalSat Tracking Service, Customers are offered:

• access to Internet based GlobalSat Tracking tracking and telemetry services;

• fault rectification during GlobalSat's business hours; and

• Customer Care service between the hours of 8:00 am to 4:00 pm AEST Monday to Friday, or as otherwise indicated.

Depending on the Call Plan, Globalstar Simplex Services, Iridium Short Burst Data Services and the GlobalSat Tracking may be used in conjunction with the Personal Satellite Communication Service and the Emergency Monitoring Service.

14. CALL TYPES AND CHARGES

There are a number of different call types, Call Plans and Value-Added Services available with the Service. Customers should select the most suitable Call Plan for their needs.**(a) Categories of Charges**

There are 5 general categories of charges for the Service:

• Connection / Reconnection charges;

• Access Charges;

• call charges;

• Value Added Services and Special Services; and

• other charges.

All charges are subject to change. All prices are quoted including GST. Actual charges may vary on your statement as charges are rounded to the nearest cent before GST is included.

In some circumstances business and other organisations may be entitled to claim an input credit tax on GST paid. Please refer to your financial adviser for details.

• **Connection / Reconnection Charges**

When Connecting or Reconnecting to the Service, Customers may be required to pay a Connection fee. From time to time, GlobalSat may have offers which reduce or remove the Connection / Reconnection fee. Customers should consult the Call Plans to determine whether a Connection fee is payable.

• **Access Charges (Satellite Service and Cellular Service)**

An Access Charge is for the costs associated with accessing the Service, including maintenance of the Networks and the access to the Value Added Services and Special Services. Depending on the Call Plan, the Access Charge may be charged on a monthly or annual basis, may be charged either in advance or in arrears, and may be charged on either a prorated or not prorated basis for the period of access granted to the Service.

With some Call Plans, the Access Charge has a component of pre-paid calls or usage for the Service that a Customer can use without incurring additional expenditure. These are referred to in Call Plans as “Included Calls” or “Included Usage”. For example, if a Call Plan has $10.00 worth of pre-paid calls or usage included, the first $10.00 of calls or usage for the Service for the relevant period are billed at no additional expense over and above the Access Charge. No unused part of packaged airtime can be carried over to the following period of a Customer’s agreement. Customers should consult the various Call Plans for full details of Access Charge and pre-paid calls or usage included.

Depending on the Call Plan, for the period from a Customer Connection until the commencement of the first full billing cycle, Included Calls are calculated and Access Charge may be billed on a pro rata basis. Access Charge are payable for each full billing period, generally in advance. Call charges are billed at the end of each billing cycle, generally in arrears.

• **Call Charges**

Customers will only be charged for successful calls. For example, there is no charge for calls to an engaged number. Calls are charged from the time the call is answered at the number requested. GlobalSat may waive any charge in its absolute discretion. Charges for calls are the responsibility of the Customer who is contractually responsible to GlobalSat for the Service,

irrespective of whether those calls were made by the Customer or another person.

All Call Rates and charges are subject to rounding from three decimal points to two decimals points.

For most Call Plans, calls are charged per thirty (30) second increments (or part thereof).

International and special calls are charged per sixty (60) second increments (or part thereof) unless otherwise indicated in the Call Plan.

Flagfall occurs on most calls.

For some Call Plans the receiver pays for all incoming Globalstar calls at applicable Globalstar rates.

• **Calls to Value Added Services and Special Services**

Calls made to Value Added Services and Special Services using Satellite Mode are charged as per the Globalstar, Iridium or Thuraya advertised in the relevant Call Plan.

• **Other Charges**

In certain circumstances, GlobalSat will charge Customers additional charges. These charges are subject to change.

Additional charges include:

• unbarring fees (fees vary according to GlobalSat's rules): where the Service has been barred previously (whether at the request of a Customer or by GlobalSat) and a Customer requests that it be unbarred. Ask GlobalSat Customer Care on 07 3282 8504 for details;

• bill reprint fee ($10.00 per reprint): where a Customer requests that another copy of the bill is printed;

• late payment fee ($11.00 per month): where a Customer does not pay their monthly bill by the due date GlobalSat may charge a late payment fee to recover the administrative costs of pursuing payment;

• dishonoured cheque fee ($15.00 per payment): where a Customer's payment to be collected by GlobalSat has been rejected by their financial institution, GlobalSat may charge a fee to recover the administrative costs of pursuing payment;

• replacement SIM fee ($10.00 per SIM): where a Customer requests the replacement of their

SIM for the Inmarsat Service, the Iridium Service, the Thuraya Service or the Cellular Service;

• replacement SM fee ($10.00 per SM): where a Customer requests the replacement of their security module (SM) card for the Globalstar Service. A minimum additional charge of $88.00 will also apply as the handset must be returned to GlobalSat's Service Centre for reprogramming with the new SM;

• transfer of ownership ($55.00 per transfer): where a Customer requests that the ownership of the Service is transferred to another party;

• Call Plan transfer fee (fees vary according to GlobalSat's rules): Call Plan transfer for Customers within the agreed minimum Contract Term. Ask GlobalSat Customer Care on 07 3282 8504 for details;

• Call Plan switch fee ($55.00 per switch): Call Plan transfer for Customers outside the agreed minimum Contract Term;

• suspension fee ($22.00 per month): where on a supported Call Plan, the Customer requests that their Service is suspended for a period of not greater than three (3) months (note: the remaining Contract Term will be extended by the period during which the Service is suspended);

• early termination fee (calculated as the sum of the remaining unpaid access fees for the agreed minimum Contract Term): this fee is incurred where a Customer is Disconnected prior to the expiry of the agreed minimum Contract Term;

• handset and equipment repair services (fees vary according to GlobalSat's rules - minimum charge $88.00): where a customer returns a Satellite Handset or other equipment to GlobalSat's Service Centre for repair or maintenance activity. GlobalSat provides a three (3) month warranty on handsets which have been repaired by GlobalSat; and

• CDMA handset reprogramming service ($660.00 per service): where a Customer purchases a Satellite Handset for use with the Globalstar Service which was not originally imported and programmed by GlobalSat, and the Satellite Handset must be sent to GlobalSat's Service Centre for reprogramming. GlobalSat provides a three (3) month warranty on handsets which have been reprogrammed and inspected by GlobalSat.

GlobalSat reserves the right to require any Customer to pay a security deposit before being Connected to access some Special Services which may be used against any outstanding fees and charges for the Service should the Customer fail to pay any due amounts.

(b) Charging Periods

The same flat rate applies at all times unless otherwise indicated in the Call or Data Plan.

(c) Call or Data Plans

Call or Data Plans offered by GlobalSat in connection with the supply of the Service generally consist of:

• a connection charge;

• an Access Charge; and

• call or data charges.

Full details of the terms and conditions for each Call or Data Plan are set out in Part B. Charges are inclusive of GST (where applicable) and are subject to change.

(d) International Roaming

Depending on the Call Plan, when using the Service in Satellite Mode outside of Australia higher Call Rates for international roaming may apply (selected countries are available for roaming – refer to GlobalSat Customer Care on 07 3282 8504 for details)..

All incoming calls, messages and usage while roaming will also incur these roaming charges. To activate global roaming and for information on Call Rates please contact GlobalSat Customer Care at least 3 days prior to departure on 07 3282 8504. A security deposit may be required.

(e) GST

(a) The consideration payable for any Taxable Supply of any goods, services or other things under this agreement is inclusive of any GST.

(b) The GST will be charged at the GST Rate.

(c) If at any time after 1 July 2000, the GST Rate is amended, then the consideration payable for any Taxable Supply of any goods, services or other things under this agreement will be adjusted to give effect to that variation from the date of the variation's imposition.

PART B – GlobalSat CALL PLANS

The Critical Information Summary (CIS), prepared in accordance with Chapter 4 of the TCP for each of the GlobalSat Call Plans, can be downloaded from the Call Plans section of our website at www.GlobalSat.com.au, or alternatively by contacting GlobalSat customer care on 07 3282 8504, or by email to sales@GlobalSat.com.au.

Detailed information about the current Call Rates for international direct dialled Calls, Value Added Services, and Special Calls for a Call Plan is available the Call Plans section of our website at www.GlobalSat.com.au, or alternatively by contacting GlobalSat customer care on 07 3282 8504, or by email to sales@GlobalSat.com.au.

IMPORTANT NOTICE

The Call Rates for international direct dialled Calls, Value Added Services, and Special Calls for a Call Plan are subject to variation by GlobalSat at any time in its sole discretion. International direct dialled Calls, Value Added Services, and Special Calls for a Call Plan are the generally subject to third party input costs outside the control of GlobalSat, and it is a term of each Call Plan that the Call Rates for these Call Types can be varied by GlobalSat at any time.

International direct dial and premium service Special Calls can be barred on request to GlobalSat at any time. To bar these services, You can contact GlobalSat customer care on 07 3282 8504, or by email to sales@GlobalSat.com.au.

The Call Rates for International Roaming are subject to exchange rate variations, and so whilst an estimate of the costs for inbound and outbound Calls from overseas networks can be made prior to activating International Roaming, the actual cost of those Calls can vary significantly. International Roaming charges are set by the overseas network, and as such the International Roaming charges can vary significantly between networks notwithstanding the fact that the different networks operate in the same locations in the overseas country. You can normally manually select an International Roaming network using the network selection feature available in Your handset.

Special Calls involving premium services are expensive, whether You are making voice calls to premium service numbers, or You are using messaging to and from premium service numbers. Many premium services charge You to receive content to Your handset, which in some circumstances may be set up on a regular subscription basis. Data charges may apply in addition to any premium services charges. If You wish to avoid premium service charges, please contact GlobalSat to have premium service barred from your Service.

GlobalSat Pty Limited

ABN 12 067 562 314

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

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Customer Enquiries call **07 3282 8504** or visit the web site at

www.GlobalSat.com.au

DICTIONARY

1.1 Definitions

ACCC means the Australian Competition and Consumer Commission.

ACMA means the Australian Communications and Media Authority.

Access Charge means charges applied to access the Service. For the avoidance of doubt, they may be charged on a monthly or annual basis, may be charged either in advance or in arrears, and may be charged either on a prorated or not prorated basis for the period of access granted to the Service.

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

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

AMSA means the Australian Maritime Safety Authority.

Call includes without limitation Voice, Messaging or Data Call Types or a combination of those Call Types as the case may dictate.

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.

Call Type means the type of usage used in conjunction with the Service. Applicable categories of call types used in conjunction with the Service include Voice, Messaging and Data call types.

CCA means the *Competition and Consumer Act 2010* (Cth).

CDMA means Code Division Multiple Access, a worldwide technology standard for mobile telephony.

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

Cellular Mode means the use of the Service with a 3G Compatible Handset.

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.

CLI means calling line identification.

Compatible Device means a device compatible with the specific Satellite Service Network with which it is intended to be used.

Complaint has the meaning set out in the TCP Code.

Complaint Handling Policy means the policy for handling Complaints developed by GlobalSat in accordance with the requirements of the TCP Code.

Confidential Information means all confidential information about the Service, GlobalSat, its Related Bodies Corporate, 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.

Content means any data or other digital material created, transmitted, distributed or displayed by You when using the Services.

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 GlobalSat 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.

Data in the context of a Call Type, means a service designed to transfer data over IP between end users or applications. Data services are normally charged both for data received on the Service Network (downloads), and data sent on the Service Network (uploads). Data charges may apply in addition to the charges for use of any other Call Types which rely on data services for their operation.

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

Dual Mode IsatDataPro Device means a device capable of operating with the Inmarsat IsatDataPro Service on the Inmarsat Network and in Cellular Mode.

Dual Mode Simplex Device means a device capable of operating with the Globalstar Simplex Service on the Globalstar Network and in Cellular Mode.

Dual Mode Short Burst Data Device means a device capable of operating with the Iridium Short Burst Data Service on the Iridium Network and in Cellular Mode.

Emergency Message means an emergency message triggered from a Personal Satellite Communications Device using the Personal Satellite Communications Service, or the Personal Satellite Communications Service in conjunction with the GlobalSat Tracking Service.

Emergency Monitoring Organisation means an emergency monitoring organisation such as GEOS IERCC (GEOS International Emergency Response Call Centre) who provides an Emergency Monitoring Service to monitor and respond to Emergency Messages by alerting an Emergency Response Organisation.

Emergency Monitoring Service means the service provided by an Emergency Monitoring Organisation in conjunction with the Personal Satellite Communications Service or the GlobalSat Tracking Service as described in Part A.

Emergency Response Organisation means an emergency response organisation such as AMSA who has the national responsibility for coordinating emergency response in Australia.

Fair Use Policy means the policy for fair use of the Cellular Service set out in Part D.

Financial Institutions has the meaning set out in the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

Free and Local Rate Numbers means numbers which when dialled from a PSTN network in Australia are free (1800 dialled prefix), or supplied at the rate for a local call (13/1300 dialled prefix). For the avoidance of doubt, unless expressly stated by GlobalSat calls to these numbers using the Cellular Service will be charged at the rates set out in the Call Plan.

Gateway means a ground station communicating with a satellite, and being part of a Satellite Service Network that switches and receives or transmits calls, messages or usage for the Service.

GlobalSat means GlobalSat Pty Limited ABN 12 067 562 314.

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

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

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

Globalstar Network means the constellation of satellites owned and operated by Globalstar Inc. and associated ground based infrastructure used by GlobalSat 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 Service means the satellite messaging service provided using the Globalstar Network as described in Part A.

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.

Included Call Value means the value of Call Charges included within the Minimum Monthly Fee for a Call Plan as the case dictates. For the avoidance of doubt, the Included Call Value may include various categories of usage including Voice Calls, Messaging Calls or Data Calls. In some Call Plans, the Included Call Value may be broken out into different categories based on the Call Type.

Included Usage has the same meaning as Included Call Value.

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*.

International Roaming means use of the Service on another network outside of Australia to make or receive Calls or to otherwise access the Service.

IP means Internet Protocol.

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

Iridium Network means the constellation of satellites owned and operated by Iridium Communications Inc. and associated ground based infrastructure used by GlobalSat and its Related Bodies Corporate to provide the Iridium Service.

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

Iridium Short Burst Data Charges means the charges for the use of the Iridium Short Burst Data Service.

Iridium Short Burst Data Device means either a Dual Mode Short Burst Data Device or a Single Mode Short Burst Data Device.

Iridium Short Burst Data Service means the satellite messaging service provided using the Iridium Network as described in Part A.

Inmarsat Charges means the charges for the use of the Inmarsat Service.

Inmarsat IP Data Service means the IP data mobile satellite telecommunications service provided using the Inmarsat Network as described in Part A.

Inmarsat IP Data Terminal means an IP data mobile satellite telecommunications terminal used in conjunction with the Inmarsat Network as described in Part A.

Inmarsat IsatDataPro Charges means the charges for the use of the Inmarsat IsatDataPro Service.

Inmarsat IsatDataPro Device means either a Dual Mode Inmarsat IsatDataPro Device or a Single Mode Inmarsat IsatDataPro Device.

Inmarsat IsatDataPro Service means the satellite messaging service provided using the Inmarsat Network as described in Part A.

Inmarsat Network means the constellation of satellites owned and operated by Inmarsat Global Limited and associated ground based infrastructure used by GlobalSat and its Related Bodies Corporate to provide the Inmarsat Service.

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

Law means any:

(a) legislation, regulations, determinations, by-laws, declarations, ministerial directions and other subordinate legislation;

(b) common law;

(c) government agency requirement or authorisation (including any conditions of any authorisation);

(d) mandatory codes, standards and guidelines;

(e) writ, order, injunction or judgement; or

(f) local government legislation including regional, district and zone plans, regulations, by-laws, declarations and other subordinate legislation.

Non-excludable Rights means rights and remedies conferred on a party by the *Consumer and Competition Act 2010* (Cth) and similar legislation which cannot be excluded, restricted or modified.

Messaging in the context of a Call Type, includes without limitation Globalstar Simplex messages, Iridium Short Burst Data messages, short message services (SMS) and multimedia messages (MMS).

Minimum Monthly Fee means the minimum monthly fee payable by a Customer Connected to a Call Plan.

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

Personal Satellite Communications Service means personal satellite communications messaging service provided using the Globalstar Network or the Iridium Network as described in Part A.

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

Privacy Policy means the privacy policy of GlobalSat as varied or replaced from time to time, and made available to Customers by contacting GlobalSat Customer Care on 07 3282 8504 or by download from the website www.GlobalSat.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 the Service on another carrier's network to make calls or otherwise access the Service either within Australia or outside Australia. Roaming charges normally apply for all inbound usage (Call termination) in addition to any outbound usage (Call origination). Roaming normally incurs charges that are significantly higher than for use of the Cellular Service, and Call records take can take a number of days to be made available to GlobalSat by the Roaming network. Roaming relies on the networks of other carriers over which GlobalSat has no control. GlobalSat cannot guarantee the quality and reliability of mobile services when a Customer is Roaming.

Satellite Handset means a handset capable of operating on the Globalstar Network, the Iridium Network, the Inmarsat Network, or the Thuraya Network but not capable of operating in Cellular Mode.

Satellite Mode means the operation of a Dual Mode Handset or Single Mode Handset such that it connects to and communicates directly with a Satellite Service Network.

Satellite Service Network means either the Globalstar Network, the Iridium Network, the Inmarsat Network, the Thuraya Network, or the VSAT Network as the context dictates.

Service means the Satellite 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 Inmarsat Network, the VSAT Network, and the Thuraya Network.

SIM means the subscriber identity module card.

Single Mode IsatDataPro Device means a device capable of operating with the Inmarsat IsatDataPro Service on the Inmarsat Network and no other Service Network.

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

Single Mode Short Burst Data Device means a device capable of operating with the Iridium Short Burst Data Service on the Iridium Network and no other Service Network.

SM means the security module card, which forms part of the Globalstar Satellite Handset to enable use of the Globalstar Service.

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.

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.

TCP Code means C628:2016 *Telecommunications Consumer Protection Code* registered by ACMA on 1 September 2012.

Thuraya Charges means the charges for the use of the Thuraya Service.

Thuraya IP Data Service means the IP data mobile satellite telecommunications service provided using the Thuraya Network as described in Part A.

Thuraya IP Data Terminal means an IP data mobile satellite telecommunications terminal used in conjunction with the Thuraya Network as described in Part A.

Thuraya Network means the satellite owned and operated by Thuraya Telecommunications Company and associated ground based infrastructure used by GlobalSat and its Related Bodies Corporate to provide the Service.

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

TIO means the Telecommunications Industry Ombudsman.

Tracking Charges means the charges for the use of the GlobalSat Tracking Service.

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

Unreasonable Use has the meaning set out in Part D.

Value Added Services means the value added services available in Satellite Mode or Cellular Mode or with the Service generally, as described in Part A of this Agreement.

Voice in the context of a Call Type, means a service designed to transfer voice over a voice channel between end users using digital or analogue voice codecs. Outbound voice Calls are usually made by direct dialling a telephone number, and inbound voice Calls are usually received by answering a voice Call which has dialled the Customer's telephone number. For the sake of doubt, VOIP and Video calls are Data Call Types.

VOIP means voice over IP, and in the context of a Call Type, is a Data service designed to transfer voice over a Data channel between end users. VOIP calls are usually made by using a software application on the handset in conjunction with a Data service to transfer voice as Data between end users.

VSAT means very small aperture terminal.

VSAT Charges means the charges for the use of the VSAT / nbn co Limited Network Service.

VSAT Network means the satellites owned and operated by nbn co Limited and associated ground based infrastructure used by GlobalSat and its Related Bodies Corporate to provide the Service.

VSAT Service means the fixed satellite telecommunications service provided using the VSAT Network as described in Part A.

VSAT Terminal means a fixed satellite telecommunications terminal used in conjunction with the VSAT Network as described in Part A.

You means the Customer entering into this Standard Form of Agreement. **Your** and **Yourself** have a corresponding meaning.

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; and

(f) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.

PART C - GENERAL TERMS AND CONDITIONS

1. THE SERVICE

1.1 GlobalSat supplies You with the Service on the terms and conditions set out in this Agreement.

1.2 GlobalSat will take all reasonable steps to make sure that You can receive the Service. However, You acknowledge that:

(a) the Service is not free from faults or interruptions;

(b) You may not be able to use the Service in some areas, or in some buildings, or at certain times, or in certain weather conditions;

(c) GlobalSat does not warrant currency, availability, accuracy, security or the quality of any information which You receive or can access using the Service;

(d) You are responsible for any reliance on or use of the information which You 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 *Telecommunications Numbering Plan 2015* (Cth), and national regulatory policy on numbering:

(a) GlobalSat may allocate a number to Your Service and vary that number; and

(b) You have not, and You cannot claim any legal interest or goodwill in any number or PIN allocated by GlobalSat.

2. YOUR OBLIGATIONS

2.1 You must:

(a) keep the SIM safe and in good condition;

(b) return the SIM to GlobalSat immediately upon request;

(c) notify GlobalSat immediately of loss of, or damage to, a SIM;

(d) use the spend control tools provided by GlobalSat, and otherwise diligently monitor Your Call and Data usage so that You do not overcommit Yourself financially;

(e) pay GlobalSat all fees and charges which are incurred in Your 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;

(f) comply with all Laws concerning use of the Service;

(g) give GlobalSat all information and cooperation it may require in relation to the Service;

(h) not resell, distribute or reproduce any part of the Service;

(i) notify GlobalSat as soon as You become aware of any claim You may have against GlobalSat in relation to the Service.

2.2 You must not:

(a) disclose to any person any Confidential Information or security number provided by GlobalSat (including but not limited to Your 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 GlobalSat's prior written approval, which approval may be withheld by GlobalSat in its 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, GlobalSat may, in its absolute discretion suspend, limit or terminate the provision of the Service if:

(a) GlobalSat gives You thirty (30) days written notice of its intention to do so, provided only that You have been Connected for a period exceeding the Contract Term; or

(b) You exceed the Credit Limit; or

(c) You are in breach of this Agreement; or

(d) a regulatory authority such as the ACMA or ACCC instructs GlobalSat to do so; or

(e) there are technical problems with the Service Network which require corrective action by GlobalSat; or

(f) the use of the Service by any person including You might damage the Service Network; or

(g) You, or someone acting on Your behalf, informs GlobalSat that You have lost a SIM, handset or device used with the Service; or

(h) GlobalSat has an incomplete record of information about You; or

(i) GlobalSat reasonably suspects that its record of information about You contains materially incorrect or incomplete information; or

(j) You:

(i) die;

(ii) are a partner in a partnership, and the partnership dissolves; or

(iii) suffer an Insolvency Event;

(k) GlobalSat reasonably believes that the Service is being used to commit unauthorised, criminal or unlawful activities; or

(l) GlobalSat reasonably believes that You have engaged in fraudulent activities in relation to a Service provided by GlobalSat; or

(m) GlobalSat reasonably believes that You have resupplied the Service to another person without GlobalSat's prior written approval; or

(n) GlobalSat is required by law to do so, or is requested to do so by a law enforcement agency; or

(o) GlobalSat 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 You port out a phone number.

3.2 Where GlobalSat suspends, limits or terminates the Service under clause 3.1 (b)-(o), GlobalSat will use its reasonable endeavours to provide notice to You.

3.3 GlobalSat will promptly suspend the Service if informed by You or someone acting on Your behalf that a SIM, handset or device used with the Service has been lost or stolen. However, You are responsible for all Call charges incurred up to the suspension of the Service.

3.4 GlobalSat may suspend or limit the Service provided to You if, in GlobalSat's reasonable opinion, the amount of Call charges accrued on Your account is unusually high. In making this determination, GlobalSat may have regard to matters including:

(a) Your previous average daily Call spend;

(b) the total of Your unbilled Call charges; and

(c) any unusual Call spending patterns.

4. DISCLOSURE OF INFORMATION BY GlobalSat

4.1 GlobalSat and/or its agents and service providers may collect Your personal information. GlobalSat collects Your personal information to provide You with personalised services. GlobalSat may use Your personal information for purposes that are related to providing You with those services which would be reasonably expected by You (including for the purpose of keeping You informed about the features of GlobalSat's services or conducting analysis in order to provide a better service to You).

4.2 GlobalSat will provide You with access to Your personal information in accordance with the Privacy Act and the Privacy Policy.

4.3 GlobalSat 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) Financial Institutions for the purpose of preventing fraud and to assist in fraud investigation; or

(d) our service and content providers, Authorised Dealers and agents, or any company within the GlobalSat group for purposes that are related to providing you with a telecommunications service which would be reasonably expected.

4.4 Unless You consent, GlobalSat will not disclose Your personal information to third parties, other than those who have contracted with GlobalSat to keep the information confidential, or who are subject to obligations to protect Your personal information.

4.5 You acknowledge that any calls made to GlobalSat's customer call centre may be recorded for quality assurance purposes.

5. TERMINATION

5.1 GlobalSat can terminate this Agreement in accordance with clause 3.1.

5.2 Subject to Part D, You may terminate this Agreement at any time upon giving written notice to GlobalSat. If You wish to terminate the Agreement before the completion of the Contract Term, You must pay an early termination fee as set out in Part A.

5.3 Subject to Part D, when issued a notice of a material adverse change by GlobalSat, You may terminate this Agreement during the period specified in the material adverse change notice.

5.4 You acknowledge that a request to port out a phone number does not result in termination of this Agreement. Subject to GlobalSat's termination rights, GlobalSat may assign a new number to the relevant Connection.

6. OBLIGATIONS ON TERMINATION

6.1 On termination of this Agreement, You must:

(a) return all property to GlobalSat to which GlobalSat 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 GlobalSat under this Agreement.

6.2 On termination of this Agreement, GlobalSat must refund to You any monies held on account for You after any of Your debts and liabilities have been met under clause 6.1. GlobalSat, in its absolute discretion, may set-off any amounts payable to You until You pay GlobalSat all due amounts.

7. ASSIGNMENT

7.1 You must not transfer or assign any rights and obligations under this Agreement without the prior written permission of GlobalSat.

7.2 If GlobalSat sells or otherwise reorganises its business such that the Services will be supplied by a substantially different Supplier, or using a different Service Network (**Transfer**), GlobalSat must issue notice to You before Your Service is Transferred informing You:

(a) that the Service will be Transferred to a new Supplier or Service Network, and the contact details for that new Supplier if relevant;

(b) any material adverse impact to Your use of the Services, or any equipment used to access the Services expected as a result of the Transfer;

(c) when the Transfer is likely to be effected;

(d) the contact details for lodging an enquiry or Complaint about the Transfer; and

(e) Your rights to terminate the Agreement, any charges for terminating the Agreement, and the period during which notice of termination can be given by You.

7.3 GlobalSat will use reasonable efforts to notify you of the completion of the Transfer on the day on which it occurs.

8. REPRESENTATIONS & WARRANTIES

8.1 You represent and warrant that:

(a) You have provided full and accurate personal information to GlobalSat in connection with this Agreement;

(b) You have full power and authority to enter into this Agreement; and

(c) You will take all necessary action to execute, deliver and perform this Agreement in accordance with the terms.

8.2 GlobalSat 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. YOUR RIGHTS

9.1 You have rights including the Non-excludable Rights.

9.2 If You have a complaint about the Service (the **Complaint**), You must in the first instance attempt to resolve the Complaint with GlobalSat by contacting GlobalSat customer care on 07 3282 8504 [free call when using the Service], or by email to **sales@GlobalSat.com.au**, or by writing addressed to GlobalSat Pty Limited, PO Box 2193, North Ipswich, Queesnland, Australia.

9.3 In all cases, GlobalSat will acknowledge the Complaint in accordance with Chapter 4 of the TCP Code, and issue a unique reference number to enable You and GlobalSat to track the subject matter of the Complaint to resolution.

9.4 GlobalSat must attempt to resolve the Complaint in accordance with the Complaint Handling Policy, and the requirements of the TCP Code.

9.5 If the Complaint is not resolved after contacting GlobalSat in accordance with clause 9.2, You may contact the TIO by calling 1800 062 058, or visiting their website at www.tio.com.au, by sending a fax to 1800 630 614, or by writing the TIO at PO Box 276, Collins Street West, VIC 8007, or You can contact the ACCC 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 You take possession of under this Agreement passes to You on the first payment by You of monies to GlobalSat 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, GlobalSat 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 You suffer direct loss or damage (excluding Consequential Loss) as a result of any negligent act or omission of GlobalSat under or in connection with this Agreement.

11.2 Notwithstanding clause 11.1, GlobalSat'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 You 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) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(b) GlobalSat does not exclude any Non-excludable Rights including without limitation the guarantees set out in clause 11.3(a), but does exclude and You cannot rely on all other conditions, representations and warranties implied by custom, law or statute other than those expressly contained in this Agreement.

(c) GlobalSat's liability in respect of any Non-excludable Right is limited, at GlobalSat'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 You indemnify GlobalSat against all claims, actions, damages, losses, liabilities, costs, charges, expenses, outgoings or payment which GlobalSat pays, suffers or incurs, or is liable for in respect of the Your use of the Service or the Service Network.

12.2 Clause 12.1 does not apply to any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which GlobalSat pays, suffers, incurs, or is liable for as a result of the wilful misconduct or reckless act or omission of GlobalSat.

12.3 The indemnity in this clause 12 is a continuing obligation of You 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 You to GlobalSat 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 GlobalSat may not waive any right under this Agreement except in writing.

14.2 A waiver by GlobalSat 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

15.1 GlobalSat may vary any term of this Agreement at any time in writing.

15.2 In circumstances where a variation of this Agreement is likely to have a material adverse change, GlobalSat will notify You in advance of any such variation. The notice given by GlobalSat for a material adverse change to your Service will set out Your rights to terminate the Agreement, any charges for terminating the Agreement, and the period during which notice of termination can be given by You.

15.3 If you do not terminate the Agreement within the material adverse change notice period, you will be deemed to have accepted the variation and be bound by the terms of the Agreement as varied.

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 You appoint GlobalSat as Your agent for the purposes of completing a Customer Authorisation Form on Your behalf.

PART D – SERVICE SPECIFIC TERMS AND CONDITIONS 1.

COMMENCEMENT AND TERMINATION

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

2. FEES AND CHARGES

2.1 GlobalSat will invoice You once every month, and You must pay all outstanding amounts not more than 14 days from the date of the invoice.

2.2 The invoice which GlobalSat provides to You will be in a standard form. If You require a different form of invoice, You must pay any applicable charges. To enable You to verify Your use of a Cellular Service, Call records and other relevant billing information will be clearly itemised on the invoice in accordance with the billing requirements set out in Chapter 5 of the TCP Code.

2.3 GlobalSat may vary its fees and charges from time to time. You acknowledge that before entering into this Agreement You have seen a copy of GlobalSat's current fees and charges. You may obtain a copy of GlobalSat's current fees and charges, by contacting GlobalSat at any time.

2.4 You must remain Connected to the Service Network for the Contract Term or pay an early termination fee set out in Part A.

2.5 If GlobalSat imposes a Credit Limit and You exceed the Credit Limit, GlobalSat may suspend, or limit the Service until You pay all outstanding fees and charges.

2.6 GlobalSat may require You to pay a security deposit if You intend to use Value Added Services. If You pay GlobalSat a security deposit, GlobalSat may apply the deposit, or any part of it, in payment of any outstanding fees and charges for the Service.

2.7 If You do not pay GlobalSat's invoices on time for two successive months, GlobalSat may require You to pay its accounts by direct debit or registered credit card for the term of this Agreement. You must not cancel that direct debit or credit card authority, without GlobalSat's agreement in writing. If You cancel the direct debit or credit card authority in breach of this clause, GlobalSat may exercise its rights under Part C, and You will become liable for any extra charges determined by GlobalSat in accordance with Part A.

2.8 GlobalSat may pay an Authorised Dealer or agent a commission for introducing You to the Service.

3. YOU ARE RESPONSIBLE FOR MONITORING CALL CHARGES

3.1 You have a personal responsibility to monitor Your use of the Services to ensure that You do not overcommit yourself financially. You are liable for all Calls made or received using Your Service.

3.2 Alternatively You can contact GlobalSat customer care on 07 3282 8504 [free call when using the Service], or by email to **sales@GlobalSat.com.au**, or by writing addressed to GlobalSat Pty Limited, PO Box 2193, North Ipswich, Queensland 4305, Australia.

3.3 GlobalSat will use reasonable efforts to contact You when we discover abnormal usage or a significantly higher pattern of usage. In accordance with Part C and this Part D, we may suspend or limit Your Service if we cannot contact You promptly. You should not rely solely on GlobalSat to contact You about high Call usage, as You have a personal responsibility to control Your financial commitment to GlobalSat.

3.4 Call records are normally received within 48 hours of the Calls being made or received. In some circumstances, such as temporary system delays, the Call records may take longer to process and appear in GlobalSat's billing system. Call records for Special Calls and International Roaming may take up to seven (7) days before they are available in GlobalSat's billing system. You must monitor Your ongoing use of the Services, keeping in mind the normal delays in GlobalSat receiving and processing Call records from the Service Networks, from premium services providers, and from overseas networks.

4. CUSTOMER DISCONNECTION FROM GlobalSat

4.1 You must not Disconnect from the Service Network until:

(a) the Contract Term has expired, or You have given written notice of termination and paid the early termination fee set out in Part A; and

(b) You have otherwise satisfied the terms of this Agreement.

4.2 If You wish to be Disconnected from the Service Network at the end of the Contract Term, or at any time after the Contract Term, You must provide GlobalSat with written notice. On receipt of such notice, the Connection will be Disconnected at or prior to the conclusion of the Customer's current monthly billing cycle for the Service.

5. PROHIBITION ON RESUPPLY

5.1 You must NOT resell or resupply the Service to any person.

6. USE OF THE SERVICE

6.1 You must not use the Service:

(a) in contravention of any Law; or

(b) in any manner that is indecent, obscene or otherwise offensive, menacing, threatening or abusive; or

(c) in any manner that is defamatory or tortious or infringes the rights of any third party; or

(d) in a way that interferes with the use of the Services by other customers of GlobalSat, or the relevant Service Network.

6.2 You agree that the following terms and conditions apply to Your use of the relevant Service Network:

(a) You are responsible for all equipment and software necessary to use the relevant Service Network, as well as for the security and integrity of any information You transmit or receive; and

(b) You acknowledge that GlobalSat does not check and is not obligated to monitor the content of information or material available from the relevant Service Network or the Internet, and that GlobalSat is not liable for Loss suffered by You or any other person as a result of using information or material obtained using the relevant Service Network or the Internet, including, but not limited to, Loss caused by a virus.

7. IMMEDIATE DISCONNECTION OF SERVICE

7.1 You agree that GlobalSat may immediately disconnect Your Service if GlobalSat has reason to suspect that:

(a) the SIM is being used in a device that is not approved by GlobalSat (such as a SIM box or similar device); or

(b) fraudulent or illegal activity is, or will be, conducted using the relevant SIM, handset or device.

8. FAIR USE POLICY

8.1 It is important that all GlobalSat customers are able to access the Services. Accordingly, this Fair Use Policy applies to:

(a) use of the Services; and

(b) any promotions or Services which are advertised by us as subject to the Fair Use Policy (Fair Use Promotion).

8.2 GlobalSat reserves the right to vary the terms of the Fair Use Policy from time to time.

8.3 GlobalSat may rely on the Fair Use Policy where:

(a) Your use of Services represents Unreasonable Use; or

(b) Your participation in a Fair Use Promotion represents Unreasonable Use.

9. UNREASONABLE USE

9.1 Unreasonable Use means the use of the Service where Your use of the Service is reasonably considered by GlobalSat to be fraudulent, or to adversely affect the Service Network, or other Customers' use of or access to a Service or the Service Network.

9.2 Unreasonable Use in respect of a Fair Use Promotion is where Your participation in a Fair Use Promotion is reasonably considered by GlobalSat to be fraudulent, or to adversely affect the Service Network, or another Customer's use of or access to a Service or the Service Network.

9.3 Without limitation, fraudulent use includes resupplying a Service without GlobalSat's consent so that someone else may access or use the Service or take advantage of a Fair Use Promotion.

10. CONSEQUENCES OF UNREASONABLE USE

10.1 Where there is a breach by You of this Fair Use Policy, GlobalSat may contact You to discuss how to change Your use of the Service so that it conforms to the Fair Use Policy.

10.2 If, after we have contacted You, and Unreasonable Use continues, GlobalSat may, without further notice to You:

(a) suspend or limit the Services (or any feature of it) for any period GlobalSat believes is reasonably necessary; or

(b) terminate the Service Agreement and Disconnect the SIM.

11. CONTENT LICENCE FROM YOU

11.1 You agree that you are solely responsible for (and that GlobalSat has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and any associated software and for the consequences of your actions by doing so.

11.2 You acknowledge that certain messages (for example, messages used in conjunction with the GlobalSat Tracking or Personal Communication Services) may include your location information.

11.3 You retain copyright and any other rights you already hold in Content which you submit, post, or display on or through the Services. You acknowledge and agree that by submitting, posting or displaying the content you give GlobalSat a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services and any associated software. Furthermore, you agree that this licence includes a right for GlobalSat to make such Content available to other companies, organizations or individuals as required for the provision of the Services.

11.4 In order to provide the Services, GlobalSat may be required to transmit or distribute your content over various public networks and in various media. GlobalSat may also be required to make changes to your Content if so required by the technical requirements of connecting networks, devices, services or media.