

**FAX TO:**

(888) 445-2066

**MAIL ORIGINALS TO:**

SatellitePhone.com Inc.

231 Market Place Suite 415

San Ramon, CA 94583

(888) 329-0299

**Prepaid Custom Activation**

**1. CREDIT INFORMATION**

**BUSINESS ACCOUNT**

Company Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Company Representative \_\_\_\_\_ Title \_\_\_\_\_

**INDIVIDUAL ACCOUNT**

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver's License Number \_\_\_\_\_

**2. BILLING INFORMATION**

Billing Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

Primary Phone Number \_\_\_\_\_ Secondary Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_ E-mail \_\_\_\_\_

Alternate Contact \_\_\_\_\_ E-mail \_\_\_\_\_

**Statement Delivery Preference:**

Electronic (No Charge): Email Address \_\_\_\_\_

U.S. Mail (\$4.95 Monthly Statement Charge)

**SIGNATURE**

**DATE**



### 3. Iridium Plan Selection

	Qty	Monthly Plan	Amount
<input type="checkbox"/>		Prepaid Custom Monthly (12-Month Minimum)	\$54.99
<input type="checkbox"/>		U.S. Plus Number	\$19.99
<input type="checkbox"/>		SatellitePhone.com Protection Plan	\$9.99

	Qty	Annual Plan	Amount
<input type="checkbox"/>		Prepaid Custom Annual (Auto-Renews)	\$549.99
<input type="checkbox"/>		U.S. Plus Number	\$200.00
<input type="checkbox"/>		SatellitePhone.com Protection Plan	\$100.00

#### Plan Pricing Details

- \$50.00 activation fee per line applies. The activation fee is waived for accounts with 3 or more lines.
- Airtime is billed at \$1.49 per minute.
- Prepaid bundles can be added at discounted prices.
- Prepaid minute bundles rollover as long as the monthly or annual service fee is paid.
- Prepaid minute bundles are shared between all lines on the same account.
- Prepaid minute bundles are forfeited if the account becomes 60 days past due or upon cancellation of the services.
- Incoming SMS messages are free of charge (subject to limits)
- Outgoing SMS messages are billed at \$1.00 per message.
- 2-stage dialing (excluding U.S. Plus) calls are billed at \$1.99 per minute.
- Calls made to non-Iridium satellite phones (Globalstar, Inmarsat, Thuraya etc) are billed at \$9.99 per minute.
- 3% Federal Excise tax applies to all services.

#### Plan Service Term Details

##### Annual Plans

- Annual plans have a minimum 1 year term.
- The annual plan auto-renews annually for a new 1 year term.
- The renewal occurs annually on the anniversary of this agreement.
- The final day to cancel services or change service plans is 30 days prior to this date.
- Plans not canceled or changed by this date will be billed at then current prices.
- Renewals are billed on the last calendar day of the month preceding the renewal.
- If canceled after renewal, the plan cannot be refunded or prorated.
- Listed service plan prices are subject to change at any time. Accounts are not "grandfathered" into listed prices.

##### Monthly Plans

- Monthly plans have a minimum 12 month term. The monthly plan then auto-renews on a month to month basis.
- The plan is billed on the last calendar day of the month.
- 30 day cancellation request must be made in writing using the cancellation form provided by SatellitePhone.com Inc.
- Upon cancellation, you will be billed for the entire month in which your cancellation takes effect.
- The full month after the cancellation request is billed. Plans are not pro-rated.

**SIGNATURE**

**DATE**



#### 4. Service Agreement Terms and Conditions

SatellitePhone.com Inc. reserves the right to change service fees, plan details, airtime, and roaming rates at any time. I acknowledge that I have read and understand all the terms and conditions included in all pages of this Agreement and I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above at "Customer Billing Information") and I have submitted this application in my official capacity as indicated at "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize SatellitePhone.com Inc. or its representatives to access and review the information and references identified in this application, and all other relevant information and materials for the purpose of identifying the financial status and creditworthiness of the applicant.

The date this contract is signed or submitted (whichever occurs first) serves as the contract renewal date. Service will automatically renew at the then current pricing and must be canceled in writing to prevent future service charges. THE PREPAID CUSTOM MONTHLY SERVICE PLAN WILL CONTINUE TO BE BILLED ON A MONTH TO MONTH BASIS AFTER THE 12 MONTH MINIMUM TERM UNTIL THE SERVICE HAS BEEN CANCELED IN WRITING. THE PREPAID CUSTOM ANNUAL SERVICE PLAN WILL AUTOMATICALLY RENEW FOR A NEW 12 MONTH TERM (AT CURRENT PRICES) IF NOT CANCELED IN WRITING PRIOR TO THE RENEWAL (CONTRACT) DATE. ONCE THE SERVICE TERM HAS RENEWED, PARTIAL CREDITS, REFUNDS, OR CANCELLATIONS WILL NOT BE PROVIDED.

HOW TO CANCEL: Notice of termination must be made by submitting the "SatellitePhone.com Inc. Cancellation Request Form" to the SatellitePhone.com Inc. Customer Service Department at 231 Market Place Suite 415 San Ramon, CA 94583, via fax to (888) 445-2066 / (925) 666-3644 or via e-mail to [admin@satellitephone.com](mailto:admin@satellitephone.com), no less than thirty (30) days prior to the expiration or renewal of any term of this Agreement. This form is supplied with this service contract and duplicate copies can be requested from SatellitePhone.com Inc. Termination requests made by telephone are not accepted. Email requests for cancellation are not valid until the required Cancellation Request Form has been submitted and received. Upon cancellation or termination (whether requested or for non-payment) of the account, all prepaid and accrued airtime will be forfeited without reimbursement, refund or credit. Payment of all outstanding balances and return of SIM card (if required by SatellitePhone.com Inc.) must be completed before account closure will be finalized. This Service Agreement cannot be assigned without the written consent of SatellitePhone.com Inc. SatellitePhone.com Inc. reserves the right to terminate this Contract at any time during the contract period. The terms of this service agreement will supervene upon any terms contained within a purchase order or any other document and I hereby agree to be bound by the terms of this contract in the event of any conflicts between this agreement and any other agreement either written or oral.

Monthly recurring charges are billed monthly in advance. Customer agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. SatellitePhone.com Inc. will automatically bill the credit card on file on a monthly basis. If the credit card is declined, a \$25.00 service fee will be assessed on the account, and re-assessed monthly until the account is current. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). Payment must be made in U.S. Dollars. Customer requests for direct billing are available at the discretion of SatellitePhone.com Inc. and are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

In addition to the declined credit card service charge, a late charge of 2.0% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balances as of the due date. Customer shall pay SatellitePhone.com Inc. all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by SatellitePhone.com Inc. in exercising any of its rights under the Agreement. Disputed credit card charges will incur a \$50.00 chargeback service fee. Second cycle chargebacks will be assessed a second \$50.00 chargeback fee and an arbitration fee of up to \$500.00. Should Customer's service be suspended for non-payment SatellitePhone.com Inc. will charge a decommissioning fee of \$50.00 per mobile terminal and \$50.00 for re-activation of the suspended terminal. If a terminal is suspended for non-payment, the customer will still continue to incur monthly service charges, declined credit card fees and finance charges until the account is paid and the service canceled in writing. Likewise, the Prepaid Custom Annual Plan will not be credited or extended for the period of time services were barred, suspended or deactivated. If the account ages to 60 days past due, all prepaid airtime is forfeited without refund or reimbursement. Once forfeited, this forfeiture cannot be rescinded or reversed upon payment. No credits will be owed for forfeiture of prepaid minutes. SatellitePhone.com Inc. maintains a security interest in all equipment sold and releases this interest upon account closure and full payment of all monies due. In the event of non-payment or charge-off, SatellitePhone.com Inc. has the right to demand equipment previously sold and/or "blacklist" equipment associated with the bad debt, thereby preventing its sale or reactivation with another provider until all amounts due are paid.

SatellitePhone.com Inc. is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges incurred.

Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. SatellitePhone.com Inc. does not guarantee the legality of using satellite services.

**I (CUSTOMER) AGREE ON MY BEHALF AND/OR ON BEHALF OF THE ORGANIZATION LISTED TO ALL TERMS IN THIS CONTRACT AND UNDERSTAND THE FOLLOWING:** SATELLITE SERVICES MAY BE INTERRUPTED, DELAYED OR OTHERWISE LIMITED AND MAY NOT BE AVAILABLE EVERYWHERE IN THE WORLD. SATELLITEPHONE.COM INC. MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. SATELLITEPHONE.COM INC. SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ACTIVATION FEES, SERVICE FEES, AND AIRTIME FEES ARE NOT REFUNDABLE AND CREDITS ARE NOT PROVIDED FOR DISATISFACTION WITH SERVICE OR AN INABILITY TO USE THE SERVICE REGARDLESS OF CAUSE, NEGLIGENCE, OR OMISSIONS BY SATELLITEPHONE.COM INC. OR ITS AFFILIATES. ALL SALES ARE FINAL EXCEPT EQUIPMENT PURCHASES AS OUTLINED IN OUR RETURN POLICIES AS LISTED AT WWW.SATELLITEPHONE.COM. CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN CONTRA COSTA COUNTY IN THE STATE OF CALIFORNIA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM. CUSTOMER AGREES TO PAY COSTS OF ANY LITIGATION ARISING BETWEEN THE CUSTOMER AND SATELLITEPHONE.COM INC.

**SIGNATURE**

**DATE**



**3. PAYMENT INFORMATION**

Automatic Payments / Credit Card Authorization Form

Credit Card Account Information

VISA

MasterCard

American Express

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Cardholder Information

Credit Card Holder FIRST NAME: \_\_\_\_\_

Credit Card Holder MIDDLE INITIAL: \_\_\_\_\_

Credit Card Holder LAST NAME: \_\_\_\_\_

Company Name (Business Cards Only): \_\_\_\_\_

Exact Credit Card Billing Address Information

Street 1: \_\_\_\_\_

Street 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I, \_\_\_\_\_, hereby acknowledge that I am the cardholder and authorize SatellitePhone.com Inc. to bill the credit card automatically for all service charges, airtime charges, roaming charges, fees and taxes as stated in the terms and conditions on second page of this contract. I agree, on my own behalf or on behalf of my organization, to be bound by the terms of this contract. I understand that if my credit card is declined or if any charges are disputed, I will be subject to fees as outlined in the terms and conditions.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_