

CALL US 1-877-WHENEVER (943-6383)

Fax entire agreement to: 877.971.2255 or 941.894.6682

Scan and e-mail to: [fax@satellitephonestore.com](mailto:fax@satellitephonestore.com)

Mail to: 1945 17<sup>th</sup> St., Sarasota, FL 34234

Phone: +1.941.955.1020 or 877.WHENEVER (943.6383)

**SECTION 1 - Customer Information**

Personal     Private     Business     GSA     Government (Non-GSA)

If federal tax exempt, please click here:  (please send documentation with this agreement)

Company: \_\_\_\_\_

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Social security or Tax ID #: \_\_\_\_\_ (REQUIRED) DOB: \_\_\_\_\_

State / Prov. / Is.: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_ Country: \_\_\_\_\_

Phone (Day): \_\_\_\_\_ Phone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Billing E-mail: \_\_\_\_\_

\*This email is only used to send monthly statements, invoices or other notices regarding billing.

Alternate Account Contact:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_ Relation: \_\_\_\_\_

**Market**

Please select the market(s) that the terminal will be used in (required).

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> Humanitarian & Emergency | <input type="checkbox"/> Transport   |
| <input type="checkbox"/> Insurance                | <input type="checkbox"/> Security    |
| <input type="checkbox"/> Non-Profit               | <input type="checkbox"/> Finance     |
| <input type="checkbox"/> Expeditions              | <input type="checkbox"/> Tourism     |
| <input type="checkbox"/> Energy                   | <input type="checkbox"/> Agriculture |



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<input type="checkbox"/> Educational	<input type="checkbox"/> Mining
<input type="checkbox"/> Media	<input type="checkbox"/> Other _____

**SECTION 2- Thuraya Service Plan Selection**

**Monthly Service Plans:**

\*A one time \$45 activation fee will be applied to any account activation

\_\_\_ Thuraya Voice-Only Monthly Service- \$30/month

\_\_\_ Thuraya Voice, Data, and Fax Service- \$40/month

**THURAYA POSTPAID AIRTIME SERVICE RATES**

**Typical Calling Rates\***

- Thuraya to Thuraya - \$0.99 per minute
- Thuraya to Terrestrial Networks - \$1.49 per minute
- Thuraya to Other Satellite Providers - \$6.00 per minute
- Thuraya to "List B" Countries\*\*

- SMS - \$0.25 per message

\*Rates are based on calls made from satellite mode, and will vary slightly depending on the country the call is initiated from

**\*\* "List B" Countries**

Ascension	Cook Is.	Cuba
Diego Garcia	Falkland Islands	Greenland
Kiribati	Montserrat	Nauru Is.
Niue	Papua New Guinea	Samoa Western
Sao Tome	Solomon Is.	St. Helena
Tuvalu	Vanuatu	Wallis and Futuna

**Renewal:** All Service Agreements are for a minimum term of one (1) year. All plans automatically renew at the end of 12 months (unless specifically cancelled by customer prior to their anniversary date).

**Deactivation:** If you wish to deactivate your Thuraya phone, you MUST contact GMPCS before the end of your contract or the phone will be automatically renewed and fees will continue to be charged to your account. Please note that there is an early cancellation fee of \$200.00 that will be applied to the account if the account is closed within the first year.



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- All Iridium Satellite calls are billed in full minute increments (MINs).
- Call forwarding and call barring are included with all plans.
- Voice or Data calls placed to other satellite network providers will be billed at \$9.99 per minute, including but not limited to: Inmarsat, Thuraya & Globalstar.

**SECTION 3 - Credit Authorization Form**

**A. BILLING (check one box)**

You will receive **ONLINE BILLING NOTIFICATION** utilizing the e-mail account from page one.

**B. PAYMENT (check one box)**

- DIRECT MONTHLY BILLING:** Subject to Individual Credit Check.
- AUTO BILL PAY via MONTHLY AUTOMATIC CREDIT CARD PAYMENT**

I, \_\_\_\_\_, hereby authorize  
(Printed Name of Cardholder)

Whenever Communications LLC. via this signed Authorization to charge my credit card for payment of airtime and (or) service/Service charges for Iridium Satellite telephone service and data equipment as outlined in the preceding Iridium Service Agreement. These are actual charges in addition to the deposit reserve detailed in Section 4.

**Exact Name on the Credit Card:** \_\_\_\_\_

**Exact Credit Card Billing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip / Post Code:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**Security Code\*** \_\_\_\_\_

(\*Security Code can be found on the back of the card – 3 digits M/C & Visa, 4 for AMEX on Front.)

**Expiration:** \_\_\_\_\_ (MM/YY)

**IMPORTANT NOTE:** All International Customers (without a United States Social Security number) are subject to a \$500 deposit for each Iridium service plan purchased. SPS does not accept third party credit cards

- Foreign Cards: See item (8) of the terms and conditions or service.

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 below 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 SPS 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 credit worthiness of the applicant.

\_\_\_\_\_  
Customer Signature Title Date

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## Section 4 - Terms and Conditions

(1) **Availability Of Limited Service:** Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number may not appear in more than one terminal. Customer has no property right in such number. SPS reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

(2) **Satellite Phone Service:** Customer has contracted to have Whenever Communications LLC. Dba: Satellitephonestore.com provides the service under the terms detailed on the front page of this Agreement at Section II. Iridium service is provided by Iridium Satellite LLC. Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. SPS reserves the right to change rates at anytime with a 30 day minimum notice.

(3) **Data Transmission Use & Dropped Calls:** Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, SPS makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), the Iridium system (a low earth orbiting satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. SPS can provide data setup technical Support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

(4) **Early terminations:** All early terminations are subject to a \$250.00 cancellation fee. Notice of termination should be made in writing to SatellitePhoneStore.com 1945 17<sup>th</sup> Street Sarasota, FL 34243 USA or to [accounting@satellitephonestore.com](mailto:accounting@satellitephonestore.com) ; No less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of SPS. SPS reserves the right to terminate this Contract at any time during the contract period.

(5) **Invoicing and Guarantee of Payment of Services:** SPS will invoice customer monthly. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance. 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 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.

(6) **Taxes:** The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes or fees directly or reimburse SPS for any such taxes.

(7) **Deposits:** Mobile Satellite services are granted subject to credit approval by SPS. SPS requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for Non-US citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

(8) **Foreign Credit Cards:** Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to 72 hours. All deposits for terminals will still apply. SPS reserves the right to decline any credit card transaction.

(9) **Non-Payment / Breach:** A late charge of 1.5% will be applied to the balance of any invoice outstanding for 30 days or more. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay SPS all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by SPS in exercising any of its rights under the Agreement. Should Customers service be suspended for

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non-payment SPS will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended SIM card.

(10) **Contractual Limitations:** During the contract period, customer may change their pricing plan to a higher bundle free of charge. Moving to a lower pricing plan with fewer included minutes will incur a fee of \$50.00 and will renew the twelve month contract period.

(11) **Limitation of Liability:** The satellite services provided by SPS may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. SPS makes no representation that it can provide uninterrupted service. Furthermore, SPS shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of SPS. SPS shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control. SPS MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND

(11) WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. SPS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(12) **Subscriber Terminals and Equipment:** Unless provided otherwise, SPS 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 as agreed upon in this Agreement.

(13) **Licensing:** 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. SPS does not guarantee any authority to radiate from territories other than those allowing transborder operations of Iridium equipment.

(14) **Governing Law:** This contract is governed by the laws of the State of Florida and applicable tariffs.

(15) **CUSTOMER AGREES** THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT HAVING PROPER JURISDICTION WITHIN THE STATE OF FLORIDA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section 5 Thuraya Satellite Phone Information**

(This information is to be completed by Whenever Communications, LLC)

**Satellite Phone Information:**

Phone IMEI: \_\_\_\_\_ (Under Battery)

SIM Card #: \_\_\_\_\_ (On SIM Card)

Satellite Telephone #: \_\_\_\_\_ (Issued at time of activation)