



Shout nano Service Agreement



Please find attached the GTC Order Form and Service Agreement for monthly post-paid accounts.

In order to set up your account we require copies of the following identification:

Personal Applications

Proof of identity:

- Passport identity page
- **Or** Driving license
- **Or** Both sides of a credit or debit card

Proof of address **no more than 3 months old**

- Utility bill
- Bank or credit card statement at your current address

Business Applications

Please send us a Purchase Order or order confirmation on your company headed paper.

All Applications

Please post all of the following documents to GTC, Unit A1 Arena Business Centre, Poole, Dorset, BH17 7FJ.

- Proof of identity and address or purchase order
- Completed, signed order form
- Signed terms and conditions
- Signed Direct Debit mandate

If you have any questions regarding the completion of the service agreement or identity requirements, please do not hesitate to contact us on +44 (0)1202 607486.

ORDER FORM



DATE:		
BILL TO:		
Title:	First Name:	Last Name:
Address:		
City:	County:	Postcode:
Email:	Phone:	
SHIP TO:		
Title:	First Name:	Last Name:
Address:		
City:	County:	Postcode:
Email:	Phone:	

Description	Price (per unit)
SHOUT nano Complete Kit	£625.00
Activation Fee	£0.00
Initial GeoPro Web Application Software License Fee	\$50.00
Monthly Service Fee Including Mapping	\$35.00
Text Messages	\$0.20
Check-In	\$0.20
Waypoint	\$0.20
See Me	\$0.20
Locate	\$0.20
Emergency	\$0.20
Tracking	\$0.20

MINIMUM CONTRACT TERM IS 12 MONTHS.

ANY OUTSTANDING CHARGES MUST BE PAID UPON NOTIFICATION OF CANCELLATION.

ALL PRICES SUBJECT TO VAT @ 20% IF DELIVERY IS WITHIN THE EU.

Unit A1, Arena Business Centre · Poole · Dorset · BH17 7FJ
Phone: +44(0)1202 607486 · Fax: +44(0)1202 718514
info@globaltelesat.co.uk · www.globaltelesat.co.uk
Registered Company 06764531 · VAT No. 990 3562 02

I understand this Agreement is subject to status and to Global Telesat Communications' standard terms and conditions as shown overleaf which I agree to. I am over 18 years of age. I agree to pay all line rental charges, call charges and any charges for other services.

I agree to abide by all of the current regulations in effect in countries where the equipment may be used, including the purchase of all required licences. Global Telesat Communications cannot be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. In addition, Global Telesat Communications holds no responsibility for fines associated with equipment seizure nor for legal ramifications of using satellite communications equipment in countries where it is prohibited. Customers are recommended to contact the Embassy or Trade Commission of the destination country, prior to entry into that country.

Full Name: _____

Position (if company): _____

Date: _____

Authorised Signature: _____



Terms & Conditions

1. Explanation of Certain Words

1.1 In this Agreement:

"Agreement" means the Customer's service agreement when accepted, these terms and conditions as may be amended from time to time on written notice, our current Price List and any ancillary or supplemental agreement or any one of these;

"Business Day" means a day when the banks are open for business in the UK;

"GTC" means Global Telesat Communications Ltd, (Registered company number in England 06764531), registered office Unit A17, Arena Business Centre, Holyrood Close, Poole, Dorset, BH17 7FJ;

"Charges" means any charges associated or incurred in connection with the Service described in the Price List and the price of any Terminal or ancillary equipment bought from GTC by the Customer
"Customer" means the party to this Agreement and includes all agents or other persons GTC believes to be acting under that party's authority.

"London Time" means the time in London on any given day;

"Minimum Period" means a period of 12 months (or any other period agreed in writing between GTC and the Customer) from the day on which Service is first provided;

"Network" means the telecommunication network used by the Terminal;

"Price List" means a list of Charges published and updated from time to time by GTC;

"Service" means any or all (as the case may be) of the following services: airtime service enabling you to make or receive calls and to send and receive data by means of the Network, the ability to send and receive e-mail via the Internet, the ability to access information from the Internet, and any additional services GTC may provide from time to time to the Customer;

"Terminal" means all equipment as more fully described on the sales invoice including any SIM card supplied by GTC to the Customer;

"Territory" means the world;

"Usage Limit" means the maximum monetary limit set by GTC in respect of the Customer's account as may vary from time to time;

"User Guides" means any guides or documentation supplied with the Terminal by GTC or by the manufacturer of the Terminal

1.2 The Price List forms part of and is incorporated into this Agreement. A copy can be obtained by calling the telephone number on the statement.

2. Provision of and Use of the Service

2.1 The Service is not available in all parts of the Territory and may be restricted to certain areas within the Territory.

2.2 GTC may ask the Customer to demonstrate a satisfactory billing history and/or to pay a deposit which may be used to offset the cost of those calls. In certain circumstances incoming calls may be charged by GTC.

2.3 Roaming calls may take longer to be billed.

2.4 GTC may refuse to provide any part of the Service to the Customer in its absolute discretion.

2.5 The Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond the control of GTC.

2.6 The Customer will be entitled to the quality of Service generally provided by a Service Provider providing a service similar to the Service exercising reasonable skill and care.

2.7 GTC will allocate a number for use with the Terminal on the Network. The number does not belong to the Customer and may only be transferred to another Service Provider in certain limited circumstances (including, but not limited to, payment of GTC's costs) details of which are available on request.

2.8 GTC or its agents may occasionally record or monitor telephone calls to its offices for trainings and quality control. Subject to any legal requirement, GTC will not make the recordings available to anybody else.

3. Length of Agreement

3.1 This Agreement commences on the day on which you connect to the Network.

3.2 This Agreement will continue beyond the Minimum Period until terminated in accordance with paragraph 9.2 of these terms and conditions.

4. Things GTC may have to do

In certain circumstances, GTC may have to:

- alter the number of the Terminal, or any other name, code or number associated with the Service;
- temporarily suspend the Service (or any part of it) for operational reasons, in an emergency, or for reasons of security;
- bar certain numbers from the Service on a temporary or permanent basis in circumstances where it is necessary for GTC to do so (legal, statutory or otherwise); or
- reduce the number and length of voice and text messages that can be left on the message service.

5. Charges for Service

5.1 Charges for the Service will be calculated using the details GTC have recorded.

5.2 All Charges will be included as a single item on the bill unless the Customer has selected itemised billing.

5.3 The monthly bill must be paid by the date stated on the bill. Failure to do so may result in Additional Charges. For any overdue payments GTC may charge interest at 4% above the base lending rate of Barclays Bank Plc on the outstanding Charges and any administration costs which GTC may incur in the case of late payment or non-payment of Charges ("Additional Charges").

5.4 GTC may at its discretion apply a Usage Limit to the Customer's account (which GTC may alter by advising the Customer) and may suspend the Customer's Service if this Usage Limit is exceeded. As GTC's billing system is not instantaneously updated each time a call is made, the Usage Limit may be exceeded. The Customer will be liable for all Charges incurred including any Charges exceeding the Usage Limit. The Customer may be asked to pay any Charges incurred in excess of the Customer's Usage Limit before Service is reinstated.

5.5 The Customer must pay the Charges to GTC or in GTC's absolute discretion to another party notified to you in writing by GTC.

5.6 GTC may require the Customer to pay Charges by direct debit. If the Customer is paying by payment card the Customer authorises the payment card company to disclose to GTC and, under strict obligations of confidentiality, to GTC's sub-contractors and agents, details about the Customer's payment card account in so far as is necessary in connection with the Customer's agreement with GTC and to inform GTC if the Customer's payment account is terminated or suspended at any time.

5.7 Where a Terminal is restricted to use of Service provided by GTC, GTC reserve the right to apply a charge for releasing or unlocking the Terminal.

6. The Customer's Warranties and Undertakings

6.1 The Customer undertakes to use the Terminal and Service in the way described in the User Guides or other instructions issued by GTC.

6.2 The Customer warrants and undertakes:

- that all factual information you provide to GTC is correct; (b) to take adequate precautions to prevent damage to or unauthorised use or theft of the Terminal; (c) that the SIM Card shall at all times remain GTC's property; and (d) to inform GTC immediately by telephone if the Terminal is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner

6.3 If the Terminal is lost, stolen, damaged or destroyed the Customer undertakes that it will be responsible for any Charges incurred until the Customer has informed GTC. If the Customer notifies GTC after 5pm London Time on a Business Day, or on a day that is not a Business Day, the Customer will remain wholly responsible for any charges incurred and any use of the terminal until notification is received at 10am London Time on the next Business Day.

6.4 The Customer undertakes it will not use or otherwise permit any other person to use the Service:

- fraudulently or in connection with a criminal offence in any country in which the Customer uses the Service (as defined in that country) or in breach of any supra national or extra territorial laws; (b) to send and receive calls or send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, in breach of any Rights or

privacy or otherwise unlawful; (c) to cause annoyance, inconvenience or needless anxiety; or (d) other than in accordance with the acceptable use policies of any connected networks and (if appropriate) any relevant Internet standards.

6.5 The Customer is obliged to inform GTC if anyone makes or threatens to make any claim or issue legal proceedings against you relating to the use of the Service or the Content and you will, at our request, immediately stop the act or acts complained of. If GTC ask you to, you must confirm the details of the claim(s) in writing.

6.6 The Customer agrees to abide by all of the current regulations in effect in any part of the Territory where the Terminal may be used, including the purchase of any required licences or permits. GTC will not be responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. GTC is not liable or otherwise responsible for fines associated with seizure of the Terminal nor for legal ramifications of using satellite communications equipment in countries where it is prohibited. Customer is obliged to contact the embassy or trade commission of a country, prior to entry into that country to confirm that the use of any part of the Service or Terminal is not restricted in that country.

6.7 The customer waives any rights it may have under the Distance Selling Act 2000 on commencement of the Service.

7. GTC's Rights to Bar or Disconnect the Terminal

7.1 GTC can at its discretion bar the Customer's Terminal from making calls and disconnect it from the Network:

- if any of the circumstances in paragraph 9.1 or 5.4 apply to the Customer; or (b) in the event of loss or theft or if GTC have reasonable cause to suspect fraudulent use of a payment card, the Customer's SIM Card or Terminal; or
- if the Customer breaches any of its undertakings under Clause 6, subject to the Customer remedying such breach;

7.2 The Customer must pay an unbarring charge and, if applicable, a re-connection charge if the Service is temporarily barred and/or the Customer's Terminal is disconnected from the Network for the reasons stated in paragraph 7.1. As a condition of unbarring or re-connecting the Customer's Service, GTC may require the Customer to authorise a Direct Debit authority for the payment of Charges.

7.3 If GTC bar the Service because the Customer breaks this Agreement, the Agreement will continue for the duration of the Minimum Period and thereafter until terminated in accordance with clause 9.2.

8. Network Failure

If the Network is disrupted or otherwise suffers terminal failure for any reason beyond GTC's control, then the Customer agrees to hold GTC harmless for any breach of this Agreement and waives any right it has under this Agreement for any failure in the Service; Network or both the Service and Network.

9. Ending the Agreement

9.1 In addition to anything else GTC can do, GTC can end the Agreement at any time if:

- the Customer fails to pay Charges when they are due, including any deposit GTC have asked for or break this Agreement in any other material way; (b) GTC have reasonable cause to believe that Service is being used in a way forbidden by paragraph 6.4, even if the Customer does not know that the Service is being used in such a way; and the Customer does not correct the situation within 7 days of our request; or (c) the Customer is the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors or if being a company the Customer goes into either voluntary or compulsory liquidation or a receiver is appointed over the Customer's assets.

9.2 This Agreement may be ended either by the Customer or GTC giving at least 30 days' written notice. The Customer must pay all Charges incurred during the Agreement.

9.3 If this Agreement is ended during the Minimum Period, the Customer must pay the monthly subscription charges up to the end of the Minimum Period. This does not apply if the Customer ends the Agreement for the reasons in paragraph 9.4.

9.4 The Customer may end this Agreement at any time by giving GTC written notice if:

- GTC breaks this Agreement in any way and does not correct the situation within 14 days of the Customer's request; or (b) GTC goes into liquidation or a Receiver is appointed over its assets.

10. General

10.1 Any notice under this Agreement must be in writing and delivered by hand or sent by pre-paid post to GTC at the address given on the Customer's statement or to the Customer at the address stated in the Customer's application as the Customer's address or any other UK address supplied to GTC for this purpose.

10.2 The Customer must tell GTC promptly in writing if there is a change to the Customer's name and address or there are any changes to the Customer's bank account or payment card arrangements which may affect payment of the Charges.

10.3 If the Customer breaks this Agreement, and GTC choose to overlook it, GTC can still end it if the Customer breaks this Agreement again and vice versa.

Terminal

11. Third Party Rights

Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

12. Law

This Agreement is governed by English law.

13. Use and Disclosure of Information

13.1 The Customer agrees that GTC may search the files of credit reference agencies which will keep a record of that search. GTC may also carry out identity and anti-fraud checks. Details of how the Customer conducts the account may also be disclosed to those agencies. The information may be used by other parties in assessing applications for credit from the Customer and members of the Customer's household and for debt tracing, credit management and crime and fraud detection and prevention.

13.2 The Customer authorises GTC to use and disclose, in the UK and abroad, information about the Customer and its use of the Service and how the Customer conduct its account for the purposes of operating its account and providing the Customer with the Service or as required under law to our associated companies or agents, any telecommunications company, debt collection agency or credit reference agency. The Customer agrees to this information being used by GTC for credit control purpose and fraud and crime detection and prevention.

13.3 The Customer also agree to the information described in paragraph 13.2 being used, analysed and assessed by GTC and the other parties identified in paragraph 13.2 for marketing purposes including amongst other things to identify and offer the Customer by phone, post, Network, Terminal or other means, any further products, services and offers which GTC think might interest you. If the Customer does not wish its details to be used for marketing purposes, please write to GTC at the address shown on the monthly bill stating full name, address, account number and Terminal number. GTC may also disclose the Customer's name, address and Terminal number for the purpose of operating a publicly accessible directory service, unless the Customer tells GTC it does not want details used for this purpose by contacting The Data Controller.

14. Entire Agreement

This Agreement constitutes the Entire Agreement between the parties.

15. Card Charge Authority

Supplying payment card details confirms that the Charges may be charged to the Customer's credit card. The total amount will be contained in the Customer's itemised statement before it is charged to the payment account.

Terms Accepted (sign): _____

Date: _____



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ballpoint pen and send it to:

Global Telesat Communications Ltd
Unit A17, Arena Business Centre
Holyrood Close
Poole
Dorset
BH17 7FJ

Service User Number

2 5 8 3 4 8

Name(s) of Account Holder(s)

Bank or Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To The Manager:
_____ Bank/Building Society
Address: _____
_____ Postcode _____

Reference Number

For FastPay Ltd Re Global Telesat Communications Ltd Official Use Only
This is not part of the instruction to your Bank or Building Society

Dear Customer: Please Complete Below for Our Records

Name: _____

Address: _____

_____ Postcode: _____

Phone: _____

Email: _____

Instruction to your Bank or Building Society

Please pay FastPay Ltd Re Global Telesat Communications Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with FastPay Ltd Re Global Telesat Communications Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit instructions for some types of account.

This Guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- ❖ This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- ❖ If there are any changes to the amount, date or frequency of your Direct Debit, FastPay Ltd re Global Telesat Communications Ltd will notify you five working days in advance of your account being debited or as otherwise agreed. If you request FastPay Ltd re Global Telesat Communications Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- ❖ If an error is made in the payment of your Direct Debit by FastPay Ltd Re Global Telesat Communications Ltd or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when FastPay Ltd re Global Telesat Communications Ltd asks you to.
- ❖ You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.