



NavSim Poland Ltd.

Airtime Business Terms and Conditions

1. Introduction

These terms and conditions as amended shall govern the contractual relationship between NavSim and the Subscriber and are the basis of the provision of Services by NavSim.

2. Definitions

In these conditions of contract the following expressions will have the following meaning:

- (a) "NavSim" shall mean NavSim Poland Ltd. (Official Name in Polish: NavSim Polska Sp. z o.o.), a company registered at the National Court Register under number 312451 and with its registered office at Jadmar Building, Różana 95, Bolesławiec, 59700, Dolnośląskie voivodship, Poland.
- (b) "Contract" shall mean both the Airtime Agreement and these Terms and Conditions to be read as one document.
- (c) "Contract Value" means the sum equal to twelve (12) months of the subscription fee or twelve (12) months of the average invoiced usage per month, whichever is the greater.
- (d) "Default" shall mean the failure of the Subscriber to materially perform or observe any term hereunder, which failure has not been cured within thirty (30) days of receipt of written notice from NavSim.
- (e) "Initial Contract duration" shall mean the first period of a Contract with the Subscriber prior to any renewals
- (f) "Invoice" shall mean the sales invoice as issued by NavSim.
- (g) "IMN Number" means Inmarsat Mobile Number ("IMN"). The IMN provides the international identification number of the mobile Terminal.
- (h) "Minimum period" shall mean the Initial Contract duration and/or any period, as detailed in Section 1 of the Airtime Agreement.
- (i) "MSISDN" means Mobile Subscriber Integrated Services Digital Network. The MSISDN provides the international identification number of the mobile Terminal.
- (j) "Network" means the satellite and terrestrial system that provides the Service.
- (k) "Services" shall mean the Service identified in Section 1 of the Airtime Agreement.
- (l) "SIM" means a Subscriber Identity Module
- (m) "Subscriber" will be any company, partnership, practice or person purchasing Services directly or indirectly through NavSim as identified in the Airtime Agreement.
- (n) "Terminal" shall mean portable or transportable equipment which enables access to mobile satellite communications services. This equipment may be used on land, at sea, or on board aircraft.

3. Payment/Non Payment

- 3.1. In consideration for the provision of the Services, the Subscriber agrees to pay NavSim the sum outlined in the invoice, which will be calculated on a monthly basis, plus any Credit Card charges, processing or transaction fees, VAT and mandatory taxes at the prevailing rate at the date of invoice. NavSim pays the Satellite Network Operator either in United States Dollars (USD) or Euros (€). Accordingly if the Subscriber pays in a currency that is not USD/€, the Subscriber accepts that the exchange rate applicable at the time of invoicing and in accordance with NavSim's Exchange Rate Policy, will be applied in order to account for the fluctuations in exchange rate from the date of billing to date of payment. A copy of NavSim's full Exchange Rate Policy is available upon request.
- 3.2. Data records provided by the Satellite Network Operator are deemed conclusive evidence of calls made and invoicing will be based upon this data.
- 3.3. Payment by Subscribers
 - (a) Based inside of the EU must be made by direct bank transfer or Credit Card, with bank charges shared.
 - (b) Based outside of the EU must be made by direct bank transfer or Credit Card, net of all bank charges.
- 3.4. For customers paying by Credit Card, it is the customer's responsibility to ensure that NavSim is advised of any changes in payment information so payments are processed and the account is maintained in good standing. Credit Card payments are processed within five (5) days of the invoice date.
- 3.5. For credit accounts, the charges as set out in the Airtime Agreement will be invoiced on a monthly basis with payment being due strictly within thirty (30) days from date of invoice. NavSim reserves the right to refuse or withdraw credit facilities at any time.
- 3.6. Without prejudice to any other rights available to NavSim, if any invoice remains unpaid thirty (30) days following the due date, then the outstanding balance shall attract interest (both before and after judgement) at the rate of two percent (2%) compounded monthly or pro-rata per partial month and the Subscriber's right to credit facilities are revoked and a full payment of all outstanding balances will be required before the Service will be reinstated. The Subscriber will indemnify NavSim against all costs incurred in collection and this shall constitute a default of this Contract by the Subscriber.
- 3.7. All payments made by the Subscriber to NavSim shall be applied in the following priority:
 - (i) late fees
 - (ii) overdue amounts (beginning with the oldest outstanding balance)
 - (iii) remaining balance.

- 3.8. NavSim reserves the right to immediately suspend the services if payment is not received in accordance with clause 3 of these Terms and Conditions.
- 3.9. The Subscriber shall notify NavSim of any disputed items within thirty (30) days of the date of invoice. NavSim shall review and respond to the dispute within ten (10) working days of receipt of the dispute. Any dispute that is upheld by NavSim will be immediately credited to the Subscriber if such has already been paid. Thereafter the Subscriber shall be subject to the Disputes/Arbitration process as outlined in clause 14 of these Terms and Conditions.
- 3.10. In the event of a Late Billing (see clause 11.9) event NavSim shall present to the Subscriber any additional charges incurred by the Subscriber in the form of an invoice as soon as it becomes practicable to do so after NavSim is informed of the Late Billing event. Any invoice that has been generated by a Late Billing event will become due for payment within thirty (30) days from the date of that Late Billing invoice.

4. Subscription and prices

- 4.1. Subscription Fees will be charged as indicated in Section 1 of the Airtime Agreement irrespective of use of the SIM card and/or Terminal/Services.
- 4.2. Subscription fees will continue to apply during SIM card/Terminal suspension, with the exception of VSAT services, terms apply as per notes in Section 1.
- 4.3. All Services costs not listed in Section 1 of the Airtime Agreement will be charged at NavSim standard rates, copies of which are available on request.

5. Service Availability

- 5.1. The Services are provided on an „on-demand“ basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by NavSim or a supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of supplier. NavSim has no liability for unavailability or malfunction of suppliers“ networks.
- 5.2. NavSim may vary the technical specification of Services from time to time if NavSim provides the customer with prior written notification of such variation.
- 5.3. For VSAT services other than Inmarsat GX, the Subscriber acknowledges and agrees that NavSim shall have the right to move the Subscriber's Services to a satellite other than the satellite provided. NavSim shall, however, give the Subscriber thirty (30) days advance written notice of any planned move and provided further that NavSim will not exercise this relocation right without good cause, such cause to be determined at NavSim's sole discretion. NavSim will make all reasonable efforts to avoid that the Subscriber be required to take any related adjustment actions to maintain services. In any event, NavSim shall have the right, by providing twenty four (24) hours written notice to the Subscriber, to change the satellite transponder frequency on any day, provided that such change in frequency would not require more than minimal Subscriber action and provided further, that such change would cause less than thirty (30) minutes of outage on the network.

6. Sales Tax/Value Added Tax

- 6.1. Any sales tax and VAT are charged at the prevailing rate.
- 6.2. For VAT, charges may be zero rated if the equipment is used outside of the EU subject to local laws and customs. In the event that zero rating is requested: evidence of export must be provided if the original delivery was made within the UK/EU. NavSim reserves the right to refuse zero rating at their discretion.
- 6.3. Where a sales tax becomes due at a later date NavSim shall pass such charges on to the Subscriber.

7. Unauthorised/Fraudulent Use

- 7.1. It is the Subscribers responsibility to ensure that they:
 - (a) Understand and comply with the laws and licensing arrangements of the country in which they are operating.
 - (b) Safeguard the operation of the system from any unauthorised, fraudulent or dangerous use.
 - (c) To ensure that all equipment and associated computer hardware and software are properly configured with respect to the Services being used.
 - (d) Notify NavSim immediately if any unit is stolen or they become aware of any unauthorised, fraudulent or dangerous use, so that the airtime Services may be suspended. Please note that notification must be followed up in writing and that any calls made including fraudulent calls and those derived from SIM card cloning will be chargeable howsoever caused, until such notification is received and suspension of the SIM card and/or Terminal/Services is confirmed by the Satellite Network Operator.
- 7.2. NavSim reserves the right to immediately terminate any Services to the Subscriber should they believe that the Subscriber has not observed their responsibilities as outlined in clause 7.1 of these Terms and Conditions.

8. Re-activation, Unbarring and Deactivation

- 8.1. In the event of re-activation, unbarring or deactivation of a SIM card and/or Terminal/Services, a charge of \$50 USD may be applied for each process, unless specifically excluded in Section 1 of the Airtime Agreement. Re-activation of a deactivated Iridium SIM card will cost \$300.00 USD

9. Duration

- 9.1. For Contracts where payment is received upfront, the Contract shall run for the pre paid period, as a minimum.
- 9.2. The Initial Contract duration is detailed in Section 1 of the Airtime Agreement.

10. Cancellation/Renewal/Termination

- 10.1. New consumer Subscribers may cancel this Contract within seven (7) working days after the date on which the Contract commences by providing written notice to NavSim within the same period if, and only if the Subscriber has not connected to the Network. Any costs incurred during this period by the Subscriber connecting to the Network will be charged to the Subscriber. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 10.2. Any consumer Subscribers who enter into a Contract via distance means may cancel this Contract within seven (7) working days after the date on which the Contract commences by providing written notice to NavSim within the same period if, and only if the Subscriber has not connected to the Network. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 10.3. The Subscriber agrees to give notice for termination of the Contract in writing to NavSim at least thirty (30) days prior to the commencement of any renewal term ("Termination Notice").
- 10.4. In the absence of receiving a Termination Notice, NavSim will automatically renew the Contract on the last day of the Contract for a further term of the same duration as the original Contract. The automatic renewal will continually renew at the end of each consecutive term unless notice is given in accordance with 10.3.
- 10.5. Contracts which are invoiced up front monthly, quarterly, half yearly or annually (which include Minutes and/or Megabytes) are only able to be terminated at the end of the committed Contract period. Notice in accordance with 10.3 must be given prior to commencement of the next period.
- 10.6. After the Initial Contract period, Contracts which have not been paid for up front (as detailed above in clause 10.5), may be terminated by the Subscriber by giving not less than thirty (30) days written notice of termination at any time.
- 10.7. NavSim reserves the right not to renew the Contract should it wish to terminate the Agreement at the end of the Contract period. NAVSIM will provide thirty (30) days notice of its intention not to renew a Contract.
- 10.8. Upon termination of the Contract all outstanding costs, fees and balances must be paid. Any termination of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract, or at law, and shall not affect any accrued rights or liabilities of either party.
- 10.9. NAV NavSim SIM may terminate this Contract by providing fourteen (14) days notice should the Subscriber be in breach of the Contract. In the event of such termination the Subscriber shall still be liable for the payment of any minimum period left on the Contract.
- 10.10. On any contract renewal these Terms and Conditions and any subsequent amendment made under clause 12.3, shall continue to apply unless changes are agreed in writing.

11. Liability

- 11.1. NavSim will use all reasonable efforts in ensuring its employees use reasonable skill and care in the provision of the Services.
- 11.2. Subject to sufficient and correct documentation being offered by the Subscriber, NAVSIM may accept:
 - (a) Liability for death and personal injury resulting from NavSim's negligence.
 - (b) Liability for obvious negligence arising in connection with the provision of Services, as agreed between the parties, to a maximum of the Contract Value.

Documentation supporting the Subscriber's claim of negligence and proof of damages must be submitted in writing to NavSim at its designated domestic service address within 45 days of the alleged negligent act. If Subscriber does not provide timely notice of the claim, then the claim for liability will be barred.
- 11.3. Any liability in respect of claims arising in contract, or otherwise, for losses of a consequential or contingent nature, due to faults of NavSim is expressly excluded. In no event will NavSim be liable for loss of anticipated profit, loss by reason of plant shutdown, non-operation or increased expense of operation of other Goods or Services or other costs, expenses or losses, real or notional.
- 11.4. No liability or consequential loss will be accepted by NavSim for:
 - (a) Any or all failure or reduction in quality in all aspects of the system hardware or Services provided nor the satellite(s) or terrestrial connections that may apply.
 - (b) Any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated service.
 - (c) Any loss or delay associated with unlicensed or fraudulent usage of equipment or services.
- 11.5. Any condition or warranty, which might otherwise be implied or incorporated within this Contract by reason of statute or common law or otherwise, is hereby expressly excluded.
- 11.6. No warranty either expressed or implied as to performance for fitness for purpose is given.
- 11.7. Any dates specified by NavSim for the delivery of Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 11.8. NavSim cannot be held responsible for any loss of Services, which are due to the withdrawal of operating licenses by Governmental authorities or their refusal to renew such.
- 11.9. The Subscriber acknowledges that on rare occasions NavSim may be billed by their supplier for usage incurred by the Subscriber and/or end user, after the usual billing period ("Late Billing"). The Subscriber hereby acknowledges and agrees that they are responsible for any such costs that a Late Billing event generates and agrees to pay for such usage in accordance with clause 3.10 of this Contract.
- 11.10. At the Subscriber's discretion the Subscriber may request to receive notifications when their usage exceeds an agreed level ("Usage Alerts"), however, the Subscriber agrees and acknowledges that NavSim does not accept any liability for or guarantee the Usage Alert service and it remains the sole responsibility of the Subscriber to ensure they do not exceed the specified monthly airtime limits. If any such limit is exceeded the Subscriber hereby agrees to pay for usage generated in accordance with clause 3 of this Contract.
- 11.11. The Subscriber acknowledges and agrees that all services will be chargeable howsoever caused, until either a request for a deactivation or suspension is received by NavSim from the Subscriber and the deactivation or suspension of the SIM card and/or Terminal/Services is confirmed by the Satellite Network Operator.

12. General

- 12.1. NavSim may assign the Contract or any part of it to any person, firm or company.
- 12.2. The Subscriber shall not assign, transfer, subcontract or in any manner make over to a third party the benefit of this Contract without the prior written consent of NavSim.
- 12.3. The Subscriber understands and acknowledges that NavSim may, at its sole discretion, amend and/or modify the contract periodically by giving thirty (30) days written notice to the Subscriber's address for notices in accordance with clause 16. For the avoidance of doubt: this includes these Terms and Conditions and the subscription and pricing in Section 1 of the Airtime Agreement. Within the thirty (30) day notice period, the Subscriber may terminate this Contract by giving thirty (30) days notice in accordance with clause 9 and 10 of this Contract. Upon the expiry of the thirty (30) day notice period, the Subscriber shall be deemed to have accepted any notification and/or amendment unless otherwise agreed in writing and signed by an authorised signatory of NavSim.
- 12.4. NavSim reserves the right to change the ID numbers, including but not limited to MSISDN and INM numbers, if required. Prior notice of any changes will be given where possible.
- 12.5. It is acknowledged and agreed by both parties that neither entry into, nor performance of the terms of this Contract constitutes a partnership, joint venture, relationship of agency, or establishment of any other form of company between the parties.
- 12.6. Any waiver by either party of its rights under this Contract or of any breach of this Contract shall not be construed as a waiver of any or further rights or breach.
- 12.7. NavSim reserves the right to suspend the Services immediately at any time upon discovery of a breach of this Contract.
- 12.8. Both parties to the Contract will comply with their respective obligations under the Data Protection Act, as modified from time to time.
- 12.9. References to persons shall include bodies corporate and unincorporated associations, partnerships and individually and words denoting the singular shall, unless the context otherwise requires, include the plural and vice versa and words denoting any gender shall include all genders.
- 12.10. Headings are for convenience only and shall not affect the construction of the Contract. No Contract shall be deemed to be capable of invalidation owing to printing or clerical errors.
- 12.11. References to any statute or statutory instrument shall include any re-enactment, modifications, amendments thereto or replacement thereof for the time being in force.
- 12.12. If your connection is via a reseller, unless you specially request otherwise, the dealer will have access to your invoices and call records to be able to help and assist you with any billing questions/traffic analysis.

13. Whole Contract

- 13.1. Each party acknowledges this Contract contains the whole Contract between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.
- 13.2. This Contract supersedes any prior Contract between the parties, either written or oral, for the provision of the Service.
- 13.3. This Contract may only be modified or amended in writing signed by all the parties.
- 13.4. This Contract replaces and supersedes any and all prior contracts or amendment of, or restatement to the contract between the parties in its entirety.

14. Disputes/Arbitration

- 14.1. In the event of any dispute over the quality of Service received the Subscriber will inform the Managing Director of NavSim in writing. The Managing Director will then undertake a full review of all complaints received and shall offer up a report within four (4) weeks of receipt.
- 14.2. Any dispute arising out of or in connection with the Contract shall be governed by Polish Law and shall be subject to the exclusive jurisdiction of the Polish courts.

15. Force Majeure

Neither party shall be in breach of this Contract if there is any total or partial failure of performance by it of its duties and obligations resulting from causes beyond its control including, but not limited to, any act of God, fire, act of Government or State, war, labour disputes of whatever nature, breakdown of plant or machinery or inability to obtain materials or staffing.

16. Notices

- 16.1. Any notice or documentation given under this Contract shall be in writing and shall be deemed to have been duly given, left at, or sent by first class post, registered (signed for) post, facsimile or other electronic media to a party at its trading address, registered office or last known address for such party or other address as the party may from time to time designate by written notice by the other.
- 16.2. Any notice given by post shall be deemed to have been delivered forty-eight (48) hours after posting if posted within Poland and five (5) working days for all other destinations. Where notice is given by facsimile transmission or other electronic media it shall be deemed to have been delivered at the time specified on the sender's transmission records if transmitted before 14:00 hours (GMT) on a working day. If the facsimile is made after 14:00 hours (GMT) it shall be deemed to have been received on the following working day when the banks are open in Poland.
- 16.3. Where NavSim serves a notification under clause 12.3, NavSim must use reasonable efforts to comply with 16.1 and provide the Subscriber thirty (30) days from date of deemed receipt to response. Upon the expiry of the thirty (30) day notification period, the Subscriber is deemed to have accepted all amendments and/or modifications in accordance with clause 12.3.

17. Severability

If any provision of this Contract is found to be invalid or unenforceable under any applicable law then such provision either shall be inoperative to the extent, or replaced with such wording, necessary to achieve compliance with such law. The remaining provisions of this contract, and such revised wordings as necessary to achieve compliance with the relevant law, shall remain binding on the parties and enforceable as if any such revision was not required.