

Please note that by using the Globalstar Service these terms and conditions shall be deemed to have been accepted by Customer.

## 1 GENERAL

### 1.1 Definitions:

- **"Agreement"** means the completed Service Application Form and any Customer details provided therein, these terms and conditions, and the current GESS Pricing Plan;
- **"Apparatus"** means any hardware or software supplied by GESS to Customer pursuant to this Agreement;
- **"Consumer"** means any natural person who is acting for purposes which are outside their business and to whom the Consumer Protection (Distance Selling) Regulations 2000 apply;
- **"Customer"** means the customer of GESS whose details appear in the Service Application Form;
- **"Customer Personal Information"** means any personal information relating to individuals submitted by Customer in the Service Application Form, the processing of which is governed by the Data Protection Act 1998;
- **"Euros"** means the lawful currency of the European Monetary Union;
- **"GESS"** means Globalstar Europe Satellite Services Ltd;
- **"GESS Pricing Plan"** means a list of the charges associated with the Globalstar Service, as varied from time to time by GESS, a copy of which can be found on the GESS website at [www.globalstar.com/europe](http://www.globalstar.com/europe);
- **"Globalstar Phone"** means personal communications equipment which have been certified and type-approved by GESS for use with the Globalstar Service, including without limitation mobile handsets, SIM cards, fixed units, car kits, phone booths or other third-party vendor-modified units;
- **"Globalstar Service"** means transmission and/or reception services using the Globalstar System, which include voice transmission and reception services and, as may become available, data, messaging, facsimile and paging transmission and reception services, and position location services;
- **"Globalstar System"** means the low-earth orbit satellite-based telecommunications system operated by GESS and its affiliates,
- **"Home Territory"** means the territory in which the Customer shall be billed according to the Home Territory charging rates set out in the GESS Pricing Plan;
- **"Initial Term"** means a period of twelve months (or any other period agreed in writing between Customer and GESS) from the day on which the Globalstar Service is first made available to Customer;
- **"Service Application Form"** means the service application form signed by Customer;
- **"System Access Fee"** has the meaning given to it in paragraph 4.2 below.

**1.2 This Agreement:** This Agreement comprises the completed Service Application Form and any Customer details provided therein, these terms and conditions, and the current GESS Pricing Plan and the terms, conditions and recommendations of any other material distributed by GESS in connection with the provision of the Globalstar Service to the Customer contemplated hereby. The GESS Pricing Plan contains explanations, definitions, notes and conditions that form part of this Agreement, and copies can be obtained by calling the Globalstar customer services

number which appears on your monthly invoice. GESS shall not be bound by Customer's terms and conditions in Customer's purchase order or elsewhere.

### **1.3 Amendment:**

(a) GESS reserves the right to modify the terms and conditions of this Agreement, including but not limited to the GESS Pricing Plan, at any time.

(b) GESS reserves the right to vary the technical specification of the Globalstar Service or Globalstar System from time to time.

(c) If GESS changes this Agreement to Customer's material disadvantage (in the reasonable opinion of GESS) GESS will give Customer 30 days notice in writing before the changes take place, or as much notice as is practically possible if the changes are required to be made sooner by circumstances outside the control of GESS. This paragraph 1.3(a) shall not apply to changes to the GESS Pricing Plan which shall be deemed to be notified to Customer by GESS making it available on the GESS website at [www.globalstar.com/europe](http://www.globalstar.com/europe).

## **2 GLOBALSTAR SERVICE**

**2.1 Commencement:** This Agreement is entered into between GESS and Customer, subject to the acceptance by GESS of the order contained in the Customer's Service Application Form and the connection of the Customer to the Globalstar System. Upon connection of the Customer to the Globalstar System and/or activation of the Customer's account, and subject to the terms and conditions of this Agreement, GESS shall provide to Customer the Globalstar Service.

## **3 CONDITIONS ON USE OF THE GLOBALSTAR SERVICE:**

**3.1 Customer Representations:** The individual entering into this Agreement with GESS represents and warrants that, to the extent they are acting as an agent or representative of a third party, that they have the express authority to enter into this Agreement on behalf of Customer. In the event of a breach of this representation, the person entering into this Agreement will be responsible for all obligations of Customer hereunder.

**3.2 Credit References; Deposit:** GESS may use information supplied by Customer to obtain trade references and/or search the files of credit reference agencies, as GESS deems necessary in its sole discretion. Based on this information, and other information GESS deems relevant to Customer's creditworthiness, including without limitation payment history and/or usage patterns, GESS may require Customer to make a deposit as a payment guarantee. Such deposit shall be subject to any such increase as GESS may deem necessary from time to time and shall not accrue interest unless required by law. GESS will refund Customer's deposit minus any outstanding charges owed by Customer to GESS upon termination of service or, after 12 months from the date the deposit was

made, if Customer requests a refund and a credit review satisfactory to GESS (in its sole discretion) is achieved. If GESS refunds the deposit to Customer, said refund will be sent in the form of a cheque to Customer by first class mail to Customer's last known address. At GESS's sole discretion, Customer may receive Globalstar Service prior to a credit review without waiving GESS's right to demand a security deposit from Customer.

**3.3 Home Territory:** For purposes of providing the Globalstar Service contemplated in this Agreement, Customer's Home Territory is Globalstar Europe Home Zone, as defined from time to time on the GESS website at [www.globalstar.com/europe](http://www.globalstar.com/europe).

**3.4 Transmission and Capacity Limitations:** GESS shall perform its obligations in this Agreement with the reasonable skill and care of a competent satellite telecommunications services provider. Customer acknowledges that: the Globalstar Service is provided subject to the availability of capacity on the Globalstar System which is limited due to the space technology involved and scarcity of assigned radio spectrum; and that the Globalstar Service may become unavailable or limited because of capacity limitations or emergency pre-emption as required by governmental authorities who have jurisdiction over the Globalstar System, and may be interrupted or curtailed due to modifications, upgrades, repairs, and similar activities of GESS, Globalstar, L.P., or other Globalstar System providers. Globalstar, L.P. has reserved the right to allocate satellite capacity among all users of the Globalstar System, including but not limited to GESS, the Customer and the Globalstar Service, respectively.

3.5 Customer further acknowledges that the Globalstar Service is also subject to transmission and reception limitations caused by:

- (a) service area limitations, including without limitation topographical conditions, whether man made or natural that obstruct the line of transmission between the user and the Globalstar System satellites;
- (b) the condition of the Globalstar System equipment operated by Customer;
- (c) the condition of Customer's Globalstar phone;
- (d) Acts of God, including without limitation weather conditions, atmospheric conditions (i.e., space debris, solar flares, and other atmospheric anomalies or disturbances), magnetic interference, environmental and topographic conditions and other like conditions.

**3.6 Globalstar Service Only:** Customer understands and acknowledges that GESS does not provide any service other than the Globalstar Service (subject to the terms of this Agreement), including without limitation, any terrestrial cellular or PCS service. In the event that Customer elects to utilize any service other than the Globalstar Service including (where available) Quick Locate Internet service, in connection with its use of the Globalstar Phone, Customer understands and acknowledges that GESS is not responsible for and neither warrants nor represents the quality or availability of such service and expressly disclaims any warranty regarding the interoperability of such service and the Globalstar Service. Cellular service, provisioning, billing and any issues relating to the use and operation of the Globalstar Phone on any terrestrial cellular, personal communications service (PCS) or similar network is the responsibility of Customer.

**3.7 Equipment:** Customer shall use only a Globalstar Phone in connection with its use of the Globalstar Service.

**3.8 Privacy:**

(a) Customer acknowledges and agrees that because the Globalstar Service involves radio technology, voice and data communications transmitted over the Globalstar System may not be completely private.

(b) Customer consents to GESS monitoring and recording Customer's calls to GESS in order for quality control, training and the lawful business purposes of GESS.

(c) GESS respects the personal privacy of individuals and takes steps to ensure it meets privacy principles and requirements with respect to personal information under applicable European Community and national privacy legislation. By entering into this Agreement Customer acknowledges and agrees that where the Customer is an individual:

(i) Customer Personal Information may be passed to other companies in the Globalstar group of companies, insurers, credit reference agencies ("CRAs") and fraud prevention agencies;

(ii) Customer Personal Information may be used to carry out "know your client" procedures, help make credit decisions about Customer, for fraud prevention, and to administer the agreement and the services provided;

(iii) GESS may use Customer Personal Information to search Customer records at one or more CRAs, who may add to their record details of GESS's search;

(iv) details of this Agreement and Customer's payment history may be added to Customer's records at the CRAs, and can then be used by GESS and other organizations to make credit assessments in the future;

(v) a joint application, and any reference in Customer's application to a business or financial partner, may result in the CRAs associating Customer with the other party when future applications by either of them are considered;

(vi) GESS may use a credit scoring or other automated decision-making system when assessing Customer's application;

(vii) any person whose information is disclosed by Customer in the Service Application Form has consented to its use as set out above, and Customer will indemnify GESS against any loss suffered by GESS due to a failure by Customer to obtain such consents.

(d) Where the Customer is an individual, if Customer wishes to know which credit reference agencies have been supplied with Customer Personal Information or further information about how that Customer Personal Information are used, or Customer would like a copy of the Customer Personal Information GESS holds (a small fee may apply), write to: The Data Protection Controller, Globalstar Europe Satellite Services Limited, Unit 7, Ballinteer Business Centre, Ballinteer Avenue, Dublin 16, Ireland.

(e) Further details of GESS privacy policy can be found at [www.globalstar.com/europe](http://www.globalstar.com/europe).

**3.9 Abuse and Fraudulent Use:** Neither the Globalstar Service nor any other means of communication may be used

(a) to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, or to call another person so frequently or at such times of the day or in any manner so as to annoy, abuse, threaten or harass, or

(b) for any purpose in violation of law, or  
(c) in any manner which interferes unreasonably with the use of the Globalstar Service by any other customer or with GESS's reasonable ability to provide service to others. Failure to adhere to these regulations may result in termination of the Globalstar Service by GESS.

**3.10 Effect of Regulatory Authority Affecting this Agreement:** Customer agrees that, to the extent the terms of this Agreement are changed to give effect to rules adopted by governmental entities, such change(s) does not constitute a repudiation or breach of this Agreement by GESS, and Customer agrees to act in conformity with such rules as they may affect his/her performance under this Agreement.

**3.11 Telephone Numbers:** A telephone number may not appear in more than one Globalstar Phone. Customer has no property right in any assigned telephone number, and none can be acquired by usage or otherwise. GESS reserves the right to assign, designate, or change any such telephone number when reasonably necessary in the conduct of its business. Any telephone number used by a Customer whose service is deactivated may be reassigned immediately upon the discontinuance of service.

**3.12 Designation of Authorized User(s):** A customer may notify GESS at anytime of Customer's choice to designate an authorized user(s) on the account. Customer gives GESS permission to  
(a) provide account information and services directly to such user(s) to the extent such information and services would otherwise be available to Customer, and  
(b) make changes to Customer's account as may be requested by such user from time to time. Customer agrees to accept financial responsibility for all decisions and changes made by such user(s) relating to Customer's account. Customer may remove an authorized user(s) from the account at any time by notifying GESS.

**3.13 Service Orders:** Orders including those which involve the start, a change, or the discontinuance of the Globalstar Service will be accepted by GESS only from Customer or a representative of Customer whose authority is confirmed in accordance with GESS's procedures prior to the action desired.

**3.14 Customer Contact:** Customer expressly grants GESS the right to contact Customer by calling Customer's telephone number or by leaving a recorded message on Customer's voice mail. Customer grants GESS the right to examine detailed records of calls made and received by Customer in order to locate Customer or to otherwise exercise GESS's rights under this Agreement.

**3.15 Toll-Free Calls:** Customer understands and acknowledges that the Globalstar Service is unlikely to be able to route calls to toll-free numbers.

**3.16 Loss of Globalstar Phone or SIM card:** In the event Customer's Globalstar Phone or SIM card is lost, stolen, or otherwise absent from the Customer's possession or control, Customer shall be liable for any or all

usage and toll, long distance and roaming charges originating from Customer's telephone number until the loss, theft or other occurrence is reported to GESS and for 2 hours thereafter. Customer shall provide a police report of such loss or theft upon GESS's request. Thereafter, Customer shall not use the telephone number assigned to Customer's Globalstar Phone until Customer gives GESS notice that such Globalstar Phone is in the Customer's possession and requests restoration of the ability to use such telephone number. Such restoration may be subject to a charge. Monthly charges shall continue until the Globalstar Service is terminated. Customer shall be liable for any airtime from lost or stolen SIM cards purchased by the customer.

**3.17 Provision of Information by Customer:** Customer shall inform GESS immediately of any change to the details provided by Customer in the Service Application Form, including without limitation the Customer address details, contact details and credit card details.

#### **4 RATES, BILLING AND PAYMENT:**

**4.1 Rates:** Applicable rates and charges for the Home Territory are indicated in GESS's Pricing Plan as varied from time to time by GESS, and service options selected by Customer. Such rates and charges apply only to service provided by GESS within the Home Territory, and charges may vary for roaming in other territories served by the Globalstar System. All other charges, features (even if one or more features were offered at the time of activation with no recurring monthly feature charge) and services including, but not limited to, coverage areas, and rounding practices, are subject to change or discontinuation upon reasonable notice. Customer understands and acknowledges that the rates being charged under this Agreement may include discounts in consideration of the number of Customer Globalstar Phones in active use by the Customer. Customer agrees that GESS may discontinue such discounts should the number of lines in active use by the Customer fall below the number required for the granting of such discounts.

**4.2 System Access Fee:** The System Access Fee is a monthly or annual charge of a set amount that applies to all service plans offered by GESS. The System Access Fee is intended to compensate GESS for general costs incurred by it in providing access to the Globalstar Service by customers, including without limitation network management costs, network maintenance costs, replacement network equipment, technology licensing costs, licensing fees payable to regulatory agencies and telecommunications contribution charges. GESS advises Customer, and Customer acknowledges and agrees, that any representation to Customer by any person, including a sales agent or customer service representative of GESS, that the System Access Fee is applied only to licensing fees payable to regulatory agencies, or to fees payable to government authorities generally, would be incorrect.

#### **4.3 Billing:**

(a) For both Pre-Paid and Post paid voice calls, chargeable time for calls originated by Customer's Globalstar

Phone begins when a connection is established to a Globalstar System facility and ends when the Globalstar Phone disconnects from a Globalstar System facility (i.e., a few seconds after Customer sends an END command to the Globalstar System). In the Home Territory, Customer will not be charged for unanswered calls unless Customer places a call to a number that rings unanswered or signals busy for 60 seconds or more, after which Customer will be billed for all airtime, including the first 60 seconds, regardless of whether a connection is made. Customer may be charged for busy or unanswered calls when roaming outside of the Home Territory. For both Pre-Paid and Post paid data calls, chargeable time for calls originated by Customer's Globalstar Phone begins as soon as the data number is dialed (i.e. the "handshake" process is chargeable time). Chargeable time ends for both Pre-Paid and Post paid data calls when the Globalstar Phone disconnects from a Globalstar System facility (i.e., a few seconds after Customer sends an END command to the Globalstar System).

(b) Applicable Chargeable time for calls received by Customer's Globalstar Phone begins when a connection is established between a Globalstar System facility and the Globalstar Phone, provided the call is answered, and ends when the Globalstar Phone disconnects (i.e. a few seconds after Customer sends an END command to the Globalstar System).

(c) Post Paid calls are billed in fractions of minutes (e.g. a one minute and fifteen second call would be billed as 1.25 minutes). Pre-Paid calls are billed in minute increments only (e.g. a sixty-one second call would be billed as 2.00 minutes).

(d) For post paid customers, if the Customer has selected a rate plan with "Bundled Minutes":

(i) if the Customer has selected a rate plan other than a Liberty Plan those Bundled Minutes will be applied to the Home Territory airtime used in the earliest part of each monthly billing cycle and any unused Bundled Minutes remaining at the end of any monthly billing period will not be carried forward or credited against the next month's billing period; and

(ii) if the Customer has selected a Liberty Plan then the "Bundled Minutes" included in that plan may be used at any time in the twelve month period subsequent to the date of commencement of this Agreement; and

(iii) charges additional to those already paid for "Bundled Minutes" will be payable by Customer in respect of (a) additional local airtime if "Bundled Minutes" exceeded (b) roaming calls (c) long distance calls (d) call forwarding services.

(e) Bills for post paid charges payable by Customer will generally be produced monthly. Monthly billing periods do not necessarily correspond to calendar months, and they may vary in length from approximately 28 to approximately 32 days. GESS may change its billing procedures from time to time, and GESS may bill Customer more often than monthly if Customer files for (or is otherwise compelled to seek) bankruptcy protection or if GESS determines that there is a risk of Customer non-payment which may be indicated by, among other things, above-normal Customer usage of the Globalstar Service or non-payment of a prior bills when such bill was due and payable.

(f) Globalstar shall send Customer a invoice shortly after the expiry of the relevant billing period. Customer agrees to review his/her GESS invoice to verify accuracy as soon as reasonably possible after receipt (and in any event no later than 30 days after receipt) and notify GESS promptly of any discrepancies.

(g) Applicable local and foreign taxes, fees and surcharges, including (where applicable) VAT, will be added to post paid Customer's monthly bill.

(h) Customers paying by credit card hereby authorize GESS to charge their credit card with the amounts invoiced to them by GESS thirty days after the date of each invoice, using the credit card details provided by Customer in the Service Application Form.

(i) Pre-Paid customers with a Personal Pre-Paid Card may purchase additional minutes for their account by dialing into the GESS Interactive Voice Response (IVR) system from their Globalstar handset or a landline phone and paying by credit card.

(j) Pre-Paid customers using scratch-off cards must purchase a new scratch-off card from their GESS reseller in order to acquire additional minutes of use.

**4.4 Responsibility for Payment:** Term and Post paid Customer is responsible for the payment of charges for all services furnished to Customer under this Agreement, including, but not limited to, all calls originated by or completed to Customer's Globalstar Phone, and for the payment of all charges billed to Customer's access number, including toll, land, long distance and roaming charges, if applicable.

4.5 Payment methods: Customer may pay their bill by credit card. Other payment methods may be introduced by GESS in due course.

**4.6 Interest:** Payments received after the due date on the bill may incur a 2.0% per month (or if less the maximum rate allowed by law) late payment charge on the past due amount.

**4.7 Rejection of payment:** If payment is returned or rejected by a bank or other financial institution for any reason (e.g. over the credit limit or expired date on credit card), then Customer shall pay a 25 euro return or rejection charge (or GESS's most recent fee then in effect).

**4.8 Overdue accounts:** Customer authorizes GESS to refer its account, if past due, to lawyers and/or collection agencies for further action. Customer shall also pay any and all costs, fees and expenses that GESS incurs to collect any overdue charges from Customer, including without limitation all court costs, lawyers fees and collection agency fees and commissions as allowed by law. GESS reserves the right to interrupt service at any time without notice and require accelerated interim payments in the event that:

- (a) payment is not received by the invoice due date, or
- (b) GESS deems Customer's usage unusual or excessive in relation to Customer's security deposit, credit limit and/or normal usage patterns, as GESS may determine in its sole discretion from time to time, or
- (c) Customer's payment is returned or rejected as described above. In the event of service interruption, monthly services will continue to be billed and customer shall be responsible for all charges accrued while the use of the phone is restricted by GESS.

## 5 TERM AND TERMINATION



**5.1 Term:** This Agreement shall continue for the Initial Term, unless sooner terminated pursuant hereto, or unless extended by Customer to obtain new, additional or different benefits. On expiry of the Initial Term this Agreement shall automatically extend thereafter on a month to month basis until Customer gives GESS 30 days' prior written notice of termination or the Agreement is otherwise terminated pursuant to its terms.

**5.2 Termination:**

(a) Subject to paragraph 9 below, if during the Initial Term this Agreement is terminated by Customer for any reason, or terminated by GESS for cause then Customer will pay an early termination fee of 250 euros or GESS's most recent deactivation fee (whichever is greater). After the Initial Term (i.e. during a month to month basis of service) if this Agreement is terminated by GESS for cause an administration fee of 75 euros or GESS's most recent administration fee will be charged (whichever is greater). If a Customer activates on any Liberty Plan, the customer will not be penalized for terminating their contract before the end of their contract, however they will not be reimbursed for the remaining months on their contract.

(b) Upon non-payment of any sum due to GESS, or upon any violation of the terms, conditions, laws, rules or regulations governing the use of service, GESS may, by a notice in writing (which notice shall be deemed given 5 days after it is placed in first class mail addressed to Customer's last known address, or immediately if Customer files for, or is compelled to seek, bankruptcy protection) and without incurring any liability, either refuse, reduce or temporarily or permanently terminate service (including associated roaming, long distance and international direct dialing services) to Customer. In addition, the Globalstar Service may be refused, reduced or temporarily or permanently terminated by GESS without notice and without incurring any liability if

(c) GESS has not received Customer's first payment by the due date on Customer's first bill; or

(d) GESS is informed that the Globalstar Service is being used by Customer in a manner which might adversely affect GESS's service to others; or

(e) GESS receives from a law enforcement agency a written finding, signed by a person of appropriate seniority, that probable cause exists to believe

(i) that Customer has used or will use the Globalstar Service in violation of or to violate the law, and

(ii) that the character of Customer's use of the Globalstar Service is such that immediate action is required to protect the public's health, safety or welfare; or

(f) the ESN/mobile number combination utilized by Customer is determined by GESS to have been duplicated or otherwise to be associated or potentially associated with the fraudulent use of service; or

(g) GESS is requested by a customer or by another service provider to deny service to a Globalstar Phone which was reported to be lost or stolen, or GESS is requested by another service provider to deny service to a Globalstar Phone determined to be associated or potentially associated with the fraudulent use of service or disconnected from service for non-payment of, or owing unpaid, service charges; or

(h) GESS determines that Customer's application for the Globalstar Service included information that was fraudulent, false or incomplete; or

(i) Customer uses equipment either not authorized by or on record with GESS; or

(j) occurrence of any other event of default.

**5.3 Change of plan:** If a Customer switches from a higher rate plan to a lower rate plan there will be a 50 euro change fee or GESS's most recent change fee and the customer will begin a new 1 year term on the first day of the new rate plan.

**5.4 Reactivation:** If Globalstar Service is interrupted for non-payment GESS may, at its sole option, reactivate the Globalstar Service upon payment by Customer in full of the past due amount, any penalties associated with the late payment, and a service restoration charge of 25 euros or GESS's most recent restoration fee then in effect (whichever is the greater). A deposit may be also required based on the Customer's payment history.

**5.5 All rights reserved:** In addition to the rights contained herein, GESS reserves the right to pursue any other remedy at law or in equity. All rights and remedies granted to GESS are cumulative and not alternate, and GESS's failure to exercise any right or remedy shall not constitute a waiver of such right or remedy or of any future default by Customer.

## **6 LIMITATIONS OF LIABILITY:**

**6.1** GESS has no liability to Customer in the provision of the Globalstar Services other than the duty to exercise the reasonable skill and care of a competent satellite telecommunications services provider.

**6.2** Neither GESS nor its employees, directors, officers or agents shall be liable for any act or omission to the extent not attributable to GESS's personnel or ground equipment, and GESS's liability for any negligent act or omission resulting in any interruption, delay, defect or error in service shall in no event exceed the proportional charges to Customer for the period of the service interruption or defect.

**6.3** GESS shall have no liability whatsoever for:

- (a) interruptions or defects in service which affect customer for less than 72 continuous hours; or
- (b) any of the limitations of service referred to in paragraph 3 above "Conditions on Use of the Globalstar Service";

or

- (c) any indirect, special, incidental or consequential damages, losses or injuries.

## **6.4 Roaming:**

(a) When roaming outside the Home Territory, Customer is also subject to the limitations of liability that the Globalstar System provider in that territory imposes upon its customers. Customer must abide by all regulatory provisions while operating equipment connected to the Globalstar System in that country.

- (b) Customer understands that a Globalstar System provider outside the Home Territory may bill airtime differently

than GESS and that the services available in one territory may vary considerably from the services available in the home territory.

(c) Customer agrees that while customer roams, Customer accepts services provided by the Globalstar System provider in such territory on an "as-is", "where-is" basis, without warranty of any kind.

(d) Customer understands that the roaming indicator on Customer's Globalstar Phone may not always represent home/roam territory.

(e) When travelling outside the home territory automatic roaming may be limited due to high levels of fraudulent activity in the area, the unavailability of the Globalstar System or other factors.

**6.5 Matters outside control of GESS:** GESS shall not be liable for any matter outside the reasonable control of GESS including, without limitation, acts of God, acts of Government, acts of a relevant regulatory authority, other providers of telecommunications services, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemics, floods and industrial disputes (whether or not relating to GESS's workforce).

**6.6 Nothing in this Agreement shall exclude or restrict any liability of GESS:**

- (a) for death or personal injury resulting from negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) which cannot be excluded or restricted by law.

**6.7 Severability:** Each provision of this paragraph 6 shall operate independently, and if any part is found by a Court of competent jurisdiction to be unreasonable or inapplicable the other parts shall continue to apply to the maximum extent permitted by law.

**7 CUSTOMER INDEMNITY**

**7.1** Customer agrees to indemnify, hold harmless, and defend GESS against any claims relating to Customer's misuse of the Globalstar Service or Globalstar Phone or other equipment used in connection with the Globalstar Service. Customer agrees to reimburse GESS for any and all costs and reasonable lawyers' fees incurred by GESS in defending any claims relating to Customer's misuse of the Globalstar Service or the Globalstar Phone or other equipment used in connection with the Globalstar Service.

**8 EXPORT CONTROL**

**8.1** Delivery of any Apparatus by GESS to Customer is pursuant of this Agreement may be subject to export control law and regulations. GESS does not represent that any necessary approvals and licences have been obtained or will be granted

**8.2** Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

**8.3** In the event that Customer procures any Apparatus from GESS, Customer undertakes that:

(a) Customer (or its employees and/or directors) will be the end-user of the Apparatus and further certifies that Customer (or, where relevant, its employees and/or directors) shall use the Apparatus only for the purposes of using the Globalstar Service in order to perform every day tasks;

(b) the Apparatus will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Apparatus will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes;

(c) the Apparatus, or any replica of them, will not be used in any nuclear explosive activity or nuclear fuel cycle activity; and Customer agrees to sign a formal "End-User Undertaking" in a format specified by the United Kingdom Department of Trade and Industry if requested to do so by GESS.

## **9 DISTANCE SELLING - RIGHTS OF CONSUMER TO CANCEL AGREEMENT:**

**9.1** Where Customer is a Consumer, and this Agreement is concluded other than face to face with a representative of GESS, its dealers or agents, Customer may cancel this Agreement up to the time GESS begins to provide services under this Agreement by sending written notice to GESS at Globalstar Europe Satellite Services Limited, Unit 7, Ballinteer Business Centre, Ballinteer Avenue, Dublin 16, Ireland.

**9.2** Customer does not need to give GESS any reason for cancelling this Agreement pursuant to paragraph 9.1 above nor will Customer have to pay any penalty in respect of such cancellation.

## **10 GENERAL**

**10.1 Assignment:** Customer may not assign this Agreement, nor any of its rights and obligations hereunder, to any other person, firm, agency, corporation or other legal entity without the prior approval of GESS.

**10.2 Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. This Agreement is entered into solely for the benefit of such parties. Nothing contained herein will be deemed to create any third-party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder.

**10.3 Governing Law:** This Agreement is governed by the law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

**10.4 Waiver and Severability:**

(a) Neither the waiver by either of the parties hereto of a breach of or a default under any of the terms and conditions of the this Agreement nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

(b) In the event that any one or more of the provisions of the terms and conditions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity and unenforceability shall not affect any other provision of this Agreement.

**10.5 Notice:** In the event Customer desires to provide written notice to GESS, as required by any of the terms and conditions herein or for any other reason, including any communication from Customer regarding disputed debts, and any instrument tendered as full satisfaction of a debt must be sent by registered mail to: Globalstar Europe Satellite Services Limited, Unit 10, The Hyde Building, The Park, Carrickmines, Dublin 16, Ireland.

**10.6 Third Party Rights:** Nothing in this Agreement is intended to confer upon any person any right to enforce any term of this Agreement which that person would not have had but for the provisions of the Contracts (Rights of Third Parties) Act 1999.

**10.7 Entire Agreement:** The Agreement contains the entire agreement between GESS and Customer superseding all prior agreements whether oral or written. Customer acknowledges that they have relied on no oral or written representations made by or on behalf of GESS or any employee, director, officer or agent of GESS that are not incorporated into the Agreement.