



# MyChatCard – General Terms and Conditions

## Article 1 – Definitions

In these General Terms and Conditions, the following terms shall be interpreted as below:

"T&C": these General Terms and Conditions;

"MyChatCard": the facility to pay and obtain Inmarsat ChatCards that are used for crew calling;

"ChatCards": Inmarsat prepaid Crew Calling Cards;

"Charges": any charges accrued by the Customer to Inmarsat for the ChatCard Service;

"Customer" the legal entity or person who has concluded a Prepaid Service Agreement with Inmarsat;

"Inmarsat": Inmarsat Wireless Inc. and its affiliated companies;

"Website": the Inmarsat MyChatCard Service website, located at: [www.Inmarsat.com](http://www.Inmarsat.com)

"Service Terms and Conditions": the Terms and Conditions, Mobile Satellite Services & Equipment (On-Demand Services), as posted on the Inmarsat website, [www.Inmarsat.com](http://www.Inmarsat.com)

## Article 2 – The MyChatCard Service

Inmarsat shall provide the MyChatCard Service and access to and use of the Website subject to the T&C. The use of Inmarsat mobile satellite services is governed by the Service Terms and Conditions. In the event of conflict between the terms of the T&C and the Service Terms and Conditions, the Service Terms and Conditions shall take precedence. If ordering a new card, after registration and payment by the Customer at the Website, Inmarsat shall provide the Customer with the Inmarsat ChatCard number and PIN code . Delivery to the Customer of the Inmarsat ChatCard number and PIN code shall take place by e-mail.

To be able to use the ChatCard the Customer must have a positive credit balance (ChatCard units). The Customer can upload the credit balance of a ChatCard by Credit Card at the

Website. Inmarsat shall make every effort to authorise and effect the upload by the Customer of a Inmarsat ChatCard number within 3 working days after payment by the Customer by online credit card transaction. Terms of delivery or upload given by Inmarsat shall only be tentative, exceeding these terms of delivery shall not entitle customer to dissolution or damages, unless explicitly agreed upon otherwise. If a term is exceeded, Customer must give Inmarsat notice of default in writing. If and in so far required for the proper execution of the MyChatCard Service and ChatCard Service, Inmarsat shall have the right to have certain work or activities done by third parties. Inmarsat has the right to change, modify and improve the MyChatCard Service and/or ChatCard Service at any time. Inmarsat shall not temporarily restrict or discontinue the MyChatCard Service and ChatCard Service without good reason and shall resume the concerning Services immediately after such changes, modifications or improvements have been completed. Any such change or modification shall not constitute a breach of the T&C and shall not entitle the Customer to claim any damages or compensation in any form. Inmarsat or any related third party shall inform the Customer timely of the date on which the changes, modifications or improvements shall take place and they may affect use of the MyChatCard and/or ChatCard Services. In order to safeguard the integrity of the MyChatCard Services, Inmarsat shall always have the right to take all measures and/or to give any instruction to the Customer that Inmarsat deems necessary in order to prevent and/or correct faults in the MyChatCard Services. The Customer hereby agrees to immediately follow all such reasonable instructions and/or to allow Inmarsat access to prevent and/or correct such faults. Parties are not liable for indirect or consequential damages.

### **Article 3 - Customer obligations**

Customer agrees to list truthful name, postal address, telephone number, and all other required information on the Website forms and to notify Inmarsat promptly if Customer moves or otherwise changes his or her mailing address or phone number.

## **Article 4 - Inmarsat ChatCard Number and PIN code**

The ownership of the Inmarsat ChatCard number and PIN code shall not pass to the Customer but shall at all times remain with Inmarsat. In as far as necessary, the Customer renounces any ownership interest in the Inmarsat ChatCard number and PIN code. Risk in and to the use of the Inmarsat ChatCard number and/or PIN code shall pass to the Customer upon online delivery. The Customer shall protect the Inmarsat ChatCard number and/or PIN code against unauthorised or fraudulent use, theft or damage and agrees to keep all codes (such as PIN codes) secret to the fullest extent possible. Inmarsat has the right to alter, exchange or make available a new Inmarsat ChatCard number and/or PIN code to the Customer at any time.

## **Article 5 - Charges and credit balance**

The Charges for the MyChatCard Service are set out on the Website. Charges are quoted exclusive of any VAT or other tax or duty. Inmarsat has the right to adjust the Charges for the MyChatCard Service. Inmarsat shall inform the Customer of such adjustment as soon as possible on the Website. Charges of usage are quoted in units. A credit card transaction fee of 4.25% will apply for each reload or card purchase. The credit balance in units of the Inmarsat ChatCard can only be uploaded by the end Customer by means of online credit card payment at the Website and only if the Chatcard Online account has been authorized to do so. The credit balance of the Inmarsat ChatCard shall expire 1 (one) year after the first call was made or, if applicable, 1 (one) year after the last upload action by the Customer. In case the Customer's Inmarsat ChatCard still has a positive credit balance available at the time of expiration, such credit will not be refunded to the Customer. Customer cannot claim any remaining credit, or any other remuneration or related amounts from Inmarsat.

## **Article 6 – Duration and Termination**

The Agreement between Inmarsat and Customer for the ChatCard Service shall come into force on the date Inmarsat sends an online confirmation, including the ChatCard number and PIN code(s) to the Customer and shall continue for a period of 1 (one) year. The Agreement shall be renewed for a period of one year, each time the Customer uploads the credit balance of the ChatCard number. Upon termination of this Agreement for whatever reason, Inmarsat will deactivate the Inmarsat ChatCard assigned to the Customer. The Customer shall be responsible for any and all charges incurred in connection with the Inmarsat ChatCard(s) until the ChatCard has been deactivated. Upon termination of the Agreement unused ChatCard credit (units) shall expire and the Customer cannot claim any remaining credit, or any other remuneration or related amounts from Inmarsat. Inmarsat may terminate the Agreement upon thirty (30) days prior written notice sent per e-mail to the Customer if the Customer is in breach of any material obligation under the Agreement or the T&C, and such breach is not cured within the thirty (30) day notice period. Inmarsat may terminate the Agreement with immediate effect, by giving notice by e-mail to the Customer and without first obtaining a court order, in the event that: (i) the Customer applies for a suspension of payments or is granted a suspension of payments or a provisional suspension of payments, (ii) the Customer applies for its bankruptcy or is declared bankrupt or (iii) a substantial portion of the Customer's assets is attached.

## **Article 7 - Limitation of liability**

The MyChatCard Service and ChatCard service are provided on an "as is" and "as available" basis. Inmarsat does not guarantee that the MyChatCard Services and ChatCard Service or the communication networks through which these Services are provided will be uninterrupted or error free, nor does Inmarsat make any warranty as to the results from usage of the Services. Inmarsat shall have the right to interrupt the provision of the MyChatCard and ChatCard Services without any liability or obligation toward the Customer. Inmarsat shall not be considered to be in breach or be liable for any damage suffered by the Customer or any other third party by reason of an interruption.

Inmarsat shall not be liable for any damages that result in any way from Customer's use of or inability to use the My ChatCard Service or to access the internet or any part thereof, or Customer's reliance on or use of information, services or merchandise provided on or through the MyChatCard Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, any failure of performance, computer virus, communication line failure, or unauthorized access to Customer's online credit balance. Inmarsat shall not be liable to the Customer for any default or delay in the performance of its obligations under this T&C, if and to the extent that the default or delay is caused by an event of force majeure as set out in the T&C. Inmarsat liability whether contractual, in tort or otherwise with respect to the MyChatCard Service, ChatCard Service or any other services or facilities offered by Inmarsat shall not exceed an amount equal to the total amount paid by the Customer for the use of the ChatCard Service during the respective year in which any claim is brought by the Customer against Inmarsat. In no event shall Inmarsat liability exceed a maximum aggregate amount of \$US 15,000 (fifteen thousand US dollars).

## **Article 8 – Authorisations and Acknowledgements**

The Customer agrees and acknowledges that Inmarsat shall not be responsible for any failure on the part of any satellite used in connection with the ChatCard Services. In the event that Inmarsat is unable to provide the ChatCard Services as a result of satellite failure, it shall not be liable to the Customer or any third party to pay any damages or compensation incurred. The Customer shall obtain and maintain all necessary approvals, authorizations or licenses from all such regulatory agencies, authorities or tribunals as are necessary to entitle Inmarsat to lawfully provide the MyChatCard and ChatCard Services.

## **Article 9 - Force Majeure**

Inmarsat shall not be considered to be in breach or be liable for any damage suffered by the Customer, by reason of any failure to perform any obligation hereunder if and for so long as such failure is the result of an event of force majeure. The respective obligations of Inmarsat shall be suspended for such time as such an event shall prevent Inmarsat from performing its obligations. Force majeure is the occurrence of any contingency beyond the reasonable control of Inmarsat or its suppliers, including, but not limited to, war (whether a declaration thereof is made or not), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, act of any government or agency or subdivision thereof, judicial action, general strikes, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, adverse weather conditions (including, but not limited to, solar flares or sun outages with respect to satellite transmission interference), other Acts of God, whole or partial satellite malfunctions or failure, unless such occurrence is caused by Inmarsat negligent act or omission.

## **Article 10 - Miscellaneous**

In the event that any provision of the T&C shall be held to be invalid, inapplicable or unenforceable by any court or administrative body of competent jurisdiction such provision shall be replaced by a valid or enforceable provision which most closely reflects the intention of the parties and the remaining provisions of the T&C shall remain in full force. The parties shall not assign or otherwise allow any third party to directly or indirectly exercise their rights, in whole or in part, under the Agreement, except that Inmarsat may assign the agreement to any company, firm or person, so long as it does not affect the Customer's rights under the Agreement. In the event that any term or condition of the Agreement cannot be performed by Inmarsat as a result of an act or decision of Inmarsat, the non-performance shall not be deemed to be a breach of the Agreement. Headings are used in the T&C for convenience only and shall have no effect on the construction and/or interpretation of the content of the respective article. These T&C and are exclusively governed by the laws of the State of New York, U.S.A. without regard to its choice of law rules. The state or federal courts located in New York State shall have exclusive jurisdiction over any and all disputes between Customer and Inmarsat.