



ChatCard terms and conditions

The following supplemental terms and conditions –ChatCards (“Supplemental Terms and Conditions”) apply to individuals and entities (“Customers”) using ChatCards (prepaid calling cards), eChatCards and the Chatcard Online application, on the Inmarsat, Iridium and MarineSat/LandSat (“MSAT”) satellite systems, including but not limited to such services associated with ChatCards and equipment provided by Mobile Networks, Inc., Communications, Inc., and/or Wireless, Inc. (collectively “”).

Customers acknowledge and agree to be bound by all of the following Supplemental Terms and Conditions in addition to the applicable Satellite Services Terms and Conditions as posted on’ website at(collectively, "Terms and Conditions"). Use of’ Inmarsat, Iridium and MSAT services (“Services”) and such ChatCard(s) associated with the Services (“ChatCards”) and related mobile satellite terminals and equipment (“Equipment”) shall be deemed to constitute acceptance by Customers and their end users of the then-current version of these Supplemental Terms and Conditions, as published and amended from time to time and, made available via a link on’ website at www.inmarsat.com

1. Appropriate use

- a. ChatCards are primarily for voice calls placed from Equipment. Use by Customers of the ChatCards other than as specified herein will constitute unauthorized use of the Services, ChatCards or Equipment.
- b. Customers shall not rent, lease, resell or otherwise redistribute the Services, ChatCards or Equipment, unless they have entered into a separate dealer and/or distributor agreement with.
- c. Customers shall not reverse-engineer, decompile, or disassemble ChatCards or Equipment.
- d. Customers shall use the Services, ChatCards and Equipment in accordance with all applicable laws and regulations, guidelines and standards and in accordance with the then-current Terms and Conditions or any other policies or procedures that may be posted on the web site for ChatCards from time to time.
- e. Inmarsat reserves the right to terminate use of the Services, ChatCards and Equipment immediately if Customers are engaging in abusive or fraudulent use.

2. ChatCards validity period

ChatCards are valid for a one (1) year period effective from the date that Customers use the ChatCards to place the first call. Electronic PINs (eChatCards) are valid for a period of one year after they are ordered online via the ChatCard Online application. ChatCards that are reloaded with additional units using the ChatCard Online application will be valid for a period of one year after the ChatCard or eChatCard is reloaded.

3. Charges

ChatCards are obtained via one-time purchase and are paid in advance. Cards are available in denominations of 50, 250, 500 and 750 units. eChatCards are also available in denominations of the user's choice not to exceed a maximum value of 1500 units at any one time.

- a) Calls are decremented in the units per minute shown in the table below. (NOTE: One unit DOES NOT equal one minute.) Does not provide Call Detail Records (CDRs) or any other call records to Customers for ChatCards.
- b) Each call is subject to the applicable minimum units per call and the applicable continued usage increments set forth in 3.f. of these Terms and Conditions. For example, a ChatCard

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being used for an Inmarsat mini-M call from ship to shore will be decremented 5 units minimum for a call up to 30 seconds with continued usage decrement of 1 unit per each 6 second increment, when calling during Family Time discounted calling times.

- c) For mobile-to-mobile calls, the ChatCard of the calling party will be decremented the number of units for the terminal type initiating the call and the terminal type answering the call. Family Time rates do not apply to the fixed to mobile portion of a mobile-to-mobile call.
- d) All Services have a single global flat rate specific to their service type. (i.e., there is one global rate per service type as outlined in the Rates below).
- e) Discount rates, or Family Time, apply to Inmarsat digital services B, M, Mini-M and Fleet for ship-to-shore calls only, as per the rates below. Discount times are from 20:00:00 to 06:00:00 Greenwich Mean Time (GMT / UTC) in all Inmarsat Ocean Regions from Monday to Thursday and all weekend from 20:00:00 GMT Friday to 06:00:00 GMT Monday
- f) Minimum ChatCard charges are: - Inmarsat calls - 30 seconds minimum with 6 second increments thereafter - Iridium calls - 60 seconds minimum with 20 second increments thereafter - MSat (MSV) calls - 60 seconds minimum with 60 second increments thereafter.

ChatCard rates (To PSTN)

| From | To | Units per minute | |
|-----------------|------|------------------|-------------|
| | | Weekdays | Family Time |
| Inmarsat mini-M | PSTN | 16 | 10 |
| Inmarsat fleet | PSTN | 16 | 10 |
| Inmarsat-B | PSTN | 24 | 10 |
| Inmarsat-M | PSTN | 24 | 10 |
| Inmarsat-A | PSTN | 44 | NA |
| Iridium | PSTN | 12 | NA |
| MSAT (MSV) | PSTN | 12 | NA |

4. Operating instructions

Once Customers have purchased ChatCards, Customers can immediately use the ChatCards on Equipment. The instructions for placing a call are set forth on the reverse side of the ChatCards. Instructions for use of the ChatCards are also posted on our website at under the ChatCard section.

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Should Customers require assistance or information regarding the use of the Services, ChatCards or Equipment, Customer Care can be contacted at the following numbers and electronic addresses, 24 hours per day, 365 days per year:

Within North America: 1 888 766 1313

International: +1 709 748 4233

Fax: +1 709 748 4305

E-Mail: Website

5. Warranty

PROVIDES THE CHATCARDS, SERVICES AND EQUIPMENT "AS IS" AND MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED. DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER SUCH WARRANTIES ARE MADE BEFORE OR AFTER THE ACCEPTANCE OF THESE SUPPLEMENTAL TERMS AND CONDITIONS.

6. Limitation of liability

Use of ChatCards will be completely at Customers own risk. shall not be liable to Customers, any end-users, or other persons for (i) any consequential, incidental, indirect, special, exemplary, or punitive losses or damages, including without limitation, loss of profits, loss of earnings, loss of business opportunities, or personal injury in connection with the provision of the ChatCards for any reason whatsoever or however arising; (ii) replacement or deactivation of lost or stolen ChatCards; (iii) defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received using the ChatCards; (iv) infringement of patents or other intellectual property rights arising from use of the ChatCards; or (v) any loss or inaccuracy of information from whomever received or however arising. IN NO EVENT WILL TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE SERVICES, IN ANY WAY ARISING, EXCEED AN AMOUNT EQUAL TO TWENTY-FIVE DOLLARS (\$25.00 USD) OF SERVICES TOBY CUSTOMERS UNDER THESE SUPPLEMENTAL TERMS AND CONDITIONS.

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7. Indemnification

Customers will indemnify and hold harmless, and its Suppliers, affiliates, officers, agents, employees and subcontractors, against any claims, actions, losses, costs, damages, costs or expenses, including reasonable attorneys' fees ("Liability") related to or arising from, claims by Customers, end-users or third parties regardless of the cause of action, including but not limited to claims based on negligence relating to (i) these Supplemental Terms and Conditions; (ii) unauthorized access of the Services through Customers' account or ChatCards; and (iii) the use of the Services, except to the extent caused by the gross negligence or willful misconduct of.

8. Termination

Inmarsat reserves the right to terminate Services associated with the ChatCards in the event that Customers (i) inappropriately use the Services or ChatCards as defined in Article 1 of these Supplemental Terms and Conditions; or (ii) fail to abide by these Supplemental Terms and Conditions; or (iii) fail to pay any fees or charges (including fees associated with Customers' satellite services account or those fees and charges arising from unauthorized use) when due; or (iv) have not used or replenished ChatCards within a twelve(12) month period; or (v) violate any laws or regulations associated with the ChatCards. 8.1 further reserves the right to terminate Services at any time or for any reason, including but not limited to Customers use of ChatCards to intentionally or unintentionally damage' commercial reputation and goodwill. 8.2 Upon termination of the Services associated with the ChatCards, Customer must immediately destroy any and all ChatCards in their possession. 8.3 Customers and their end users may terminate the Supplemental Terms and Conditions by ceasing all use of the Services associated with the ChatCards and destroying any and all ChatCards in their possession.

9. Export restrictions

Customers, and their end users shall not directly or indirectly export or transmit ChatCards or any products utilizing such ChatCards to any country to which the governments of the United States of America, the United Kingdom or Canada, or any of their respective agencies having jurisdiction over such export or transmission, require an export license or other government approval, without first obtaining such license or approval.