



# AGREEMENT FOR THURAYA SERVICES

**Client Billing Information**

Agency Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

P.O. Number (if applicable): \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Post Code: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Payment Preference:**

Direct Monthly Billing: \_\_\_\_\_ Automatic Credit Card Payment: \_\_\_\_\_

Annual Pre-payment (pools inclusive airtime): \_\_\_\_\_

Card type: \_\_\_\_\_ Number: \_\_\_\_\_

Expiration \_\_\_/\_\_\_ CCID: \_\_\_\_\_

Name on card: \_\_\_\_\_

Billing address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**POST-PAID VOICE SERVICES - Post-paid voice plans carry a one (1) year term**

Select	Plan	Monthly	Monthly minutes	Thuraya	Band 1	Band 2	Band 3	SMS	GmPRS/Mb
	Basic	\$31.50	0 minutes	\$.99	\$1.39	\$5.99	\$9.49	\$.59	\$3.65
	Basic10	\$65.00	10 voice/text/GmPRS	\$.99	\$1.59	\$5.99	\$9.49	\$.59	\$2.75
	Basic+Data	\$39.00	0 minutes	\$.99	\$1.39	\$5.99	\$9.49	\$.59	\$3.65
	Basic10+data	\$70.00	10 voice/text/GmPRS	\$.99	\$1.59	\$5.99	\$9.49	\$.59	\$2.75
	<b>Create your own airtime pool: Band 1 rate</b>			\$1.49					

**All calls priced per-minute. There is and a \$45.00 activation fee. Direct Dialed calls into Thuraya phones are free to the phone. The caller will pay long distance charges. SIM card replacement, Change of phone number, Change of account owner, all cost \$35.00. Static IP address costs \$35.00/month**

Thuraya 10 min Scratch Cards	\$17.99
Thuraya 20 min Scratch Cards	\$36.99
Thuraya 39 min Scratch Cards	\$71.99
Thuraya 50 min Scratch Cards	\$89.99
Thuraya 160 min vouchers	\$286.99
Thuraya PrePay NOVA 100 SIM Card	\$99.99

I acknowledge that I have read and understand all the terms and conditions included in all pages of this Agreement and I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above at "Customer Billing Information") and I have submitted this application in my official capacity as indicated below at "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize East Coast or its representatives to access and review the information and references identified in this application, and all other relevant information and materials for the purpose of identifying the financial status and creditworthiness of the applicant.

**Client Signature**

**Name**

**Title**

**Date**

\_\_\_\_\_ / /

## **East Coast Satellite Communications (East Coast). Mobile Satellite Services Terms and Agreement**

**(1) Availability Of Limited Service:** Service is generally available to satellite terminals equipped for this service when users are located within the satellite footprint and using the phone per the directions. Service is furnished to Customer or Customer's authorized user. Only one telephone number per terminal. Customer has no property right in the phone number. EAST COAST reserves the right to assign, designate, or change such number or SIM card, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

**(2) EAST COAST Service:** Customer has contracted to have EAST COAST provide the service under the terms detailed on the front page of this Agreement at Section II. Thuraya service is provided by Thuraya Communications and EAST COAST is an authorized reseller of Thuraya voice and data services. Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. Additionally, in the event Thuraya/service provider shall increase costs, fees, and/or charges to East Coast, East Coast may increase its fees upon 24 hour written notice and such increase shall be reasonably related to Thuraya's/service provider's increase.

**(3) Early terminations:** Early terminations during the first year of service are subject to a \$300.00 cancellation fee. Unless cancelled, service will renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination must be made in writing to EAST COAST Client Services, 1950 Lafayette Rd Portsmouth, NH 03801, USA no less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of EAST COAST. EAST COAST reserves the right to terminate this Contract at any time during the contract period for any reason.

**(4) Invoicing and Guarantee of Payment of Services:** EAST COAST will invoice customer monthly. Payment terms are NET 30 days from the invoice date. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all call charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). Payment must be made in U.S. Dollars. Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

**(5) Taxes:** The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse EAST COAST for any such taxes.

**(6) Non-Payment/Breach:** East Coast will charge a finance charge of 1.5% per month to Customer's overdue invoices. Invoices will be presented per client instructions. If there are any errors in the invoice, it is the client's responsibility to notify East Coast immediately upon receipt. Late notification of invoice errors shall not justify paying invoices late. Customer shall pay EAST COAST all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by EAST COAST in exercising any of its rights under the Agreement. If East Coast suspends client's service for non-payment, a recommissioning fee of \$300.00 per mobile terminal will apply for each terminal re-activated.

**(7) Utilization of the East Coast/Thuraya Network:** EAST COAST grants client access to the Thuraya network for the purpose of making and receiving phone calls and sending and receiving data through Thuraya's network. If EAST COAST has reason to believe that the client is using the Thuraya services for illegal purposes we reserve the right to immediately suspend service with no liability or recourse from the client. There will be compelling evidence or reasons in order for EAST COAST to do this or it may be at the request of law enforcement personnel. Service will be suspended with no notice to the client.

**(8) Limitation Of Liability:** Although Thuraya's network is designed to provide full global coverage, the satellite services provided by EAST COAST may be temporarily interrupted, delayed or otherwise limited and may not be available everywhere in the world. EAST COAST makes no representation that it can provide uninterrupted service. Furthermore, EAST COAST shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of EAST COAST, or unless Thuraya provides a credit to EAST COAST. EAST COAST shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control. EAST COAST MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. EAST COAST SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**(9) Subscriber Terminals and Equipment:** Unless provided otherwise, EAST COAST is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If equipment is stolen, client must call EAST COAST immediately for service suspension as client is responsible for all charges as agreed upon in this Agreement.

**(10) Licensing:** Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. EAST COAST does not guarantee any authority to radiate from territories other than those allowing trans-border operation of Thuraya equipment.

**(11) Governing Law:** This contract is governed by the laws of the State of New Hampshire.

**Please fax both pages of this agreement to EAST COAST at 1-603-436-8152**

I accept these terms and conditions - Initial: \_\_\_\_\_

Band 1		Band 2		Band 3	
Afghanistan	Dominican Republic	Lebanon	Rwandese	Cuba	Ascension
Alaska	Ecuador	Lesotho	Samoa US	East Timor	Australia Satellite
Albania	Egypt	Liberia	San Marino	Globalstar	Cook Is.
Algeria	El Salvador	Libya	Saudi Arabia	Inmarsat A	Diego Garcia
Andorra	Equatorial Guinea	Liechtenstein	Senegal	Inmarsat B	Inmarsat BGAN
Angola	Eritrea	Lithuania	Seychelles	Inmarsat M	Inmarsat BGAN HSD
Anguilla	Estonia	Luxembourg	Sierra Leone	Inmarsat Mini M	Inmarsat B-HSD
Antigua	Ethiopia	Macau	Singapore		Inmarsat M4-HSD
Argentina	Faeroe Islands	Macedonia	Slovakia		Iridium
Armenia	Falkland Islands	Madagascar	Slovenia		Kiribati
Aruba	Fiji	Malawi	Somalia		Montserrat
Australia	Finland	Malaysia	South Africa		Nauru Is.
Austria	France	Maldives	Spain		Niue
Azerbaijan	French Guyana	Mali	Sri Lanka		Samoa Western
Bahamas	French Polynesia	Malta	St Kitts and Nevis		Sao Tome
Bahrain	Gabon	Marshal Is.	St Lucia		Solomon Is.
Bangladesh	Gambia	Martinique	St Pierre & Miquelon		St. Helena
Barbados	Georgia	Mauritania	St Vincent		Tuvalu
Belarus	Germany	Mauritius	Sudan		Vanuatu
Belgium	Ghana	Mayotte	Suriname		Wallis and Futuna
Belize	Gibraltar	Mexico	Swaziland		
Benin	Greece	Micronesia	Sweden		
Bermuda	Greenland	Moldova	Switzerland		
Bhutan	Grenada	Monoco	Syria		
Bolivia	Guadeloupe	Mongolia	Taiwan		
Bosnia and Herzegovina	Guam	Morocco	Tajikistan		
Botswana	Guatemala	Mozambique	Tanzania		
Brazil	Guinea	Myanmar	Thailand		
Brunei	Gineau Bissau	Namibia	Togo		
Bulgaria	Guyana	Nepal	Tonga		
Burkina Faso	Haiti	Netherlands	Trinidad and Tobago		
Burundi	Hawai	Netherlands Antilles	Tunisia		
Cambodia	Honduras	New Calendoncia	Turkey		
Cameroon	Hong Kong	New Zealand	Turkmenistan		
Canada	Hungary	Nicaragua	Turks & Caicos		
Canary Is.	Iceland	Niger	UAE		
Cape Verde	India	Nigeria	Uganda		
Cayman	Indonesia	Norway	UK		
Central African Republic	Iran	Oman	Ukraine		
Chad	Iraq	Pakistan	Uruguay		
Chile	Ireland	Palau	USA		
China	Israel	Palestine	Uzbekistan		
Christmas Is.	Italy	Panama	Vatican		
Colombia	Jamaica	Papua New Guinea	Venezuela		
Comoros	Japan	Paraguay	Vietnam		
Congo B.	Jordan	Peru	Virgin Is. UK		
Costa Rica	Kazakstan	Philippines	Virgin Is. USA		
Cote d'Ivoire	Kenya	Poland	Yemen		
Croatia	Korea North	Portugal	Yugoslavia		
Cyprus	Korea South	Puerto Rico	Zaire - Congo K.		
Czech Republic	Kuwait	Qatar	Zambia		
Denmark	Kyrgyzstan	Reunion	Zanzibar		
Djibouti	Laos	Romania	Zimbabwe		
Dominica	Latvia	Russia			

Albania	Coral Sea	Guinea	Liechtenstein	Pacific Ocean	Strait of Malacca
Andaman Sea	Coral Sea Islands	Guinea-Bissau	Lithuania	Palau	Sulu Sea
Andorra	Croatia	Gulf of Thailand	Luxembourg	Papua New Guinea	Sweden
Arafura Sea	Cyprus	Hungary	Macedonia	Paracel Islands	Switzerland
Armenia	Czech Republic	Iceland	Makassar Strait	Philippines	Taiwan
Asia Pacific	Denmark	India	Malawi	Poland	Taiwan Strait
Austria	East China Sea (Dong Hai)	Indian Ocean	Malaysia	Portugal	Tajikistan
Azerbaijan	East Timor	Indonesia	Maldives	Romania	Thailand
Banda Sea	Equatorial Guinea	Ireland	Mali	Russian Federation	Timor Sea
Bangladesh	Eritrea	Isle of Man	Malta	Rwanda	Tunisia
Bay of Bengal	Estonia	Italy	Marshall Islands	San Marino	Tuvalu
Belarus	Federal State of Micronesia	Japan	Mauritania	Sea of Japan	Uganda
Belgium	Fiji	Java Sea	Moldova	Selat Karimata	Ukraine
Bhutan	Finland	Jersey	Monaco	Senegal	United Kingdom
Bo Hai	Flores Sea	Kara Sea	Mongolia	Sierra Leone	Uzbekistan
Bosnia and Herzegovina	France	Kiribati	Mozambique	Singapore	Vanuatu
British Indian Ocean Territory	Gambia	Korea Bay	Myanmar	Slovakia	Vietnam
Brunei Darussalam	Georgia	Korea Strait	Nepal	Slovenia	Yellow Sea (Huang Hai)
Bulgaria	Germany	Korea, North	Netherlands	Solomon Island	Yugoslavia (Montenegro)
Burundi	Ghana	Korea, South	New Caledonia	Somalia	Yugoslavia (Serbia)
Cambodia	Gibraltar	Kyrgyzstan	New Zealand	South China Sea	Zambia
Cameroon	Greece	Laos	Norfolk Island	Spain	Zimbabwe
Celebes Sea	Guam	Latvia	Northern Mariana Islands	Spratly Islands	
China	Guernsey	Liberia	Norway	Sri Lanka	

Note: The NOVA price plan is dedicated for use in the above listed countries. However the Thuraya SIM card will work outside of these countries, but under different rates. Please contact us for more details