

# TERMS & CONDITIONS

The following terms and conditions apply to individuals and entities (the Customer) using communication services, including but not exclusively Iridium Satellite Communications Services, and associated equipment provided by TR Telecom, a division of TR Pty Ltd, (ABN 99 005 499 721) (TR Telecom) a company incorporated in Victoria, Australia.

## Provision of Services and Equipment by TR Telecom

- 1.1 TR Telecom will provide communication services and sell associated equipment to the Customer provided:
  - TR Telecom's records indicate that the Customer has requested those services and/or associated equipment;
  - The Customer has correctly completed a credit application form with TR Telecom;
  - The Customer complies with TR Telecom's payment terms and conditions;
  - The communications services and/or associated equipment are available to the Customer.
- 1.2 TR Telecom will endeavour to provide the requested services, but does not guarantee the provision of continuous or fault free communication services.

## Ordering Services and Equipment

- 2.1 Orders for communications services and/or associated equipment may be placed with any TR Telecom office including:
  - Australian free-call number: 1300 550 014
  - Australian email address: [satellite@trtelecom.com](mailto:satellite@trtelecom.com)
  - Australian web address: [www.trtelecom.com](http://www.trtelecom.com)

## Sale of Equipment

- 3.1 All equipment shall be shipped from a TR Telecom office.
- 3.2 The Customer shall be liable for all freight, courier and insurance costs associated with the shipment from that office.
- 3.3 Title to the equipment will pass from TR Telecom to the Customer upon cleared receipt by TR Telecom of all charges relating to the equipment, including the sale price, taxes and delivery charges.
- 3.4 TR Telecom will use commercially reasonable best efforts to comply with the delivery terms requested by the Customer.

## Billing and Payment for Services and Equipment

- 4.1 TR Telecom will issue invoices for communications services on a regular basis but may issue interim bills at any time.
- 4.2 TR Telecom will issue invoices for equipment on the date of shipment and shall include all applicable taxes levied upon the transaction.
- 4.3 Customers shall pay all invoices within 14 days of the date of the invoice, unless otherwise mutually agreed to in writing by TR Telecom.
- 4.4 TR Telecom reserves the right to charge the Customer an account fee equivalent to 8% above the Reserve Bank of Australia 90 day Bank Bill Rate on all accounts outstanding more than 28 days.
- 4.5 If a service is cancelled, suspended or disconnected then the Customer remains liable for service fees up to the time of cancellation, suspension or disconnection.
- 4.6 If the Customer's invoice is paid with a cheque or via a direct debit authority on a nominated bank account, and that payment is dishonoured in any way, then the Customer is liable to TR Telecom for a fee not exceeding \$25.00 (GST inclusive).
- 4.7 The Customer must notify TR Telecom within 30 days from the date of the invoice of any disputes or disagreements with invoiced charges. Thereafter, the Customer is deemed to have waived its right to dispute the charges.

## Use of Services

- 5.1 The communication services are provided on a 'on demand' basis and are subject to the availability and capacity of the applicable satellite network. Communication services may be temporarily unavailable or limited for a number of reasons beyond TR Telecom's direct control, and as such, TR Telecom has no liability for suppliers' networks.
- 5.2 The Customer is liable to TR Telecom for all charges in relation to the communication services incurred on their account whether or not the Customer authorised the particular use of that service by another person.
- 5.3 The Customer may not use, or permit another person to use, the communication services on their account in a fraudulent manner or to commit a criminal offence.

## Default and Termination of Services

- 6.1 The occurrence of any one or more of the following shall constitute an event of default by the Customer:
  - The Customer does not make payment as due on invoices raised by TR Telecom;
  - The Customer becomes insolvent or has an Insolvency Practitioner appointed to manage their financial affairs;
  - The Customer breaches any of these terms and conditions;
  - The Customer dies.
- 6.2 TR Telecom may suspend, limit or cancel the communication service if:
  - The Customer requests cancellation of the service in writing;
  - TR Telecom reasonably determines that such action is necessary for the purpose of network maintenance or security.
- 6.3 In the event of termination of services TR Telecom reserves the right to bill the Customer for all outstanding charges accrued up to and outstanding on the date of termination. The Customer shall be liable for all costs and expenses incurred by TR Telecom due to default by the Customer, but not limited to legal costs.
- 6.4 TR Telecom may terminate the service in the event that another contract for the purchase of that service and/or equipment expires or is terminated.

## Indemnity and Limitation of Liability

- 7.1 TR Telecom shall not be liable to the Customer or any other person for:
  - Any indirect, consequential, incidental or special losses or damage, loss of earnings, or personal injury, however arising;
  - Any acts of omission of a telecommunications service provider unaffiliated with TR Telecom whose facilities are used in the provision of the telecommunications service;
  - Any defamation or copyright infringement arising from the use of the telecommunications service;
- 7.2 TR Telecom does not undertake to transmit messages and/or data, but offers the use of its facilities to Customers for the transmission of telecommunications services.
- 7.3 The Customer indemnifies TR Telecom against any loss or damage in relation to the use of the telecommunication service, or attempted use of the telecommunication service, by any person connected to that service.

## Assignment and Subcontracting

- 8.1 To the extent permitted by law, TR Telecom may assign some or all of its rights under this Agreement to any person, and it may also assign some or all of its obligations under this Agreement to any person who is able to perform those obligations, to the intent that TR Telecom will be released from any further performance from the date of such assignment.
- 8.2 To the extent permitted by law, the Customer may assign its rights and obligations under this Agreement to any person with the consent in writing of TR Telecom obtained beforehand.
- 8.3 TR Telecom may perform its obligations under this Agreement by arranging for them to be performed by any person, including a supplier of the services under this Agreement.

## Applicable Law

- 9.1 This agreement shall be governed and construed in accordance with the laws of the State of Victoria, Australia.