

Application No.

Date  /  /

3224 Wrights Ferry Road  
Louisville, TN 37777 USA  
US: +1-877-379-8723  
INTL: +1-865-379-8723

Dealer Code  Customer Number

**YOUR INFORMATION**

Tax ID

Mr  Mrs  Ms   Date of Birth  /  /

Company Name  (If applicable)

Trading Name  (If applicable)

Street Address

State  ZIP Code  Country

Billing Address

State  ZIP Code  Country

Telephone No.   Email

Emergency Contact

Contact No.   Relationship

**YOUR IDENTIFICATION**

Social Security No.  Enquiry Password

Drivers License/Passport No.  Expiration Date

**CREDIT CARD INFORMATION**

The credit card you provide will be used for your ongoing monthly service charges. Your credit card will be charged on the due date shown on your invoice.

Card Holders Name  Card No.

Card Type  Mastercard  Visa  American Express  Discover Expiration Date  /  CCV

Credit Application Attached (Eligible Products Only)

**SATELLITE SERVICE & EQUIPMENT**

Satellite Network  Inmarsat  Iridium  Thuraya Cost Center

Service Plan

SIM No.

Equipment Type  Voice  Land IP  Maritime IP  Messaging Equipment Provider  Global Marine Networks  Other

Make & Model of Hardware  IMEI/ESN

**TERMS OF APPLICATION**

You agree that this is an application by you to Global Marine Networks, LLC ('GMN') for connection to and the supply of telecommunications services (the 'GMN Service'). You acknowledge that GMN may decline your application without providing you a reason. You agree that if your application is accepted by GMN your use of GMN Services will be according to GMN's Standard Agreement (a summary of the material terms of which have been provided to you). You acknowledge that you have read the summary, which includes information relating to you discontinuing your use of GMN Services either prior to, at the end of, or anytime after the end of your initial term. The summary also advises that fees and charges are payable by you during your agreement with GMN, and upon termination if you terminate before the end of your initial term. You can obtain a copy of GMN's Standard Agreement from GMN upon request, or by visiting www.globalmarinenet.com. The acknowledgement below sets out the initial term of your agreement with GMN. By signing below you acknowledge that the items below have been properly explained to you and that you have read and agreed to be bound by the terms of this application and, if accepted, by GMN's Standard Agreement. You acknowledge that your agreement to be bound applies even if you are attempting to port a number and the port fails. Additionally you warrant that the information you have provided to GMN as set out in this application is accurate. If your application is accepted, you consent to GMN using your personal information in accordance with the terms of GMN's Standard Agreement. Your application will be deemed accepted upon your connection to the GMN Service.

I acknowledge that the initial minimum term of my contract with GMN will be for 12 months/ \_\_\_ months from the date my service is connected to the network. I have been provided a Rate Sheet which includes a schedule of the main rates for my selected GMN Service Plan. I understand that my application for service is subject to the Terms of Application and the GMN General Terms and Conditions shown on this Service Application. I understand there is a minimum cost associated with my application for service which includes any activation fee and the monthly charges for the minimum term of my contract.

Applicants Signature \_\_\_\_\_ Name of Signatory (Please Print) \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_

Salespersons Signature \_\_\_\_\_ Name of Signatory (Please Print) \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_

## Global Marine Networks Terms and Conditions

The following information describes our Terms and Conditions for sales. All potential customers should read these terms before making a purchase. When you purchase a product or service from Global Marine Networks (GMN) you automatically agree and become bound by the terms, even if you have not read them. Please read them.

### Payment Methods

We offer online and phone purchasing via credit card and PayPal through our GMN Online Store. We also accept Money Orders. We will confirm the order via e-mail or phone within 24 hours.

### Credit Cards

We accept Visa, Mastercard, American Express and Discover credit cards. Please be sure to provide the exact billing address and telephone number that your credit card issuer has on file for you. Incorrect or incomplete information may cause a delay in processing your order. Please note: the billing address and shipping address for the order must match; otherwise, credit card company verification is required which may delay shipping of the order 3-5 business days. You can avoid the shipping delay by choosing PayPal for the payment method.

### Money Orders, Cashier's Checks and Company Checks

We accept money orders, cashier's checks and company checks in U.S. dollars only. Orders are processed upon receipt of a money order, however orders will not be processed for cashier's check or company checks until funds have cleared the account. We cannot guarantee the availability of a product by the time funds clear or payment is received. We reserve the right to charge a fee of \$35.00 on all returned checks.

### Order Confirmation

We will send you an e-mail once your order is shipped containing your tracking number. In the event you are having your order shipped to an address other than the billing address, we recommend you make payment by PayPal. Orders paid by credit card and shipped to an address different from the credit card billing address will experience a delay in shipping until we receive credit card company verification. This shipping delay could be 3-5 business days. For orders with a value of \$1200 or greater, and payment method of credit card, you must contact the credit card issuing bank and inform them that you placed an order with GMN (Global Marine Networks) to avoid a delay in shipping of the order. This is known as notating your account.

### Pricing and Availability

Prices, services and availability of products are subject to change at any time and without notice. It is our goal to offer a wide range of products from standard to cutting edge technology. We also try to offer products and services at a reasonable market price. Prices in the GMN Online Store are current in real time, per session.

Quoted prices shall remain effective for ninety (90) days from the date of the original quotation, unless otherwise noted. All Orders placed after 90 days shall be treated as a new order with pricing adjustments as needed. Price quotes obtained from GMN and saved, copied or cached are not necessarily valid. Since the computer industry is constantly and rapidly changing we regularly update prices and information.

### Taxes

The customer is liable for any/all taxes, duties, levies, and/or fees, imposed on GMN or the Customer for delivery of the items within the taxing authority unless an exemption certificate or appropriate documentation is provided to GMN.

### Delivery Charges

GMN agrees to handle shipping arrangements to the "Ship To Address" as provided by the customer in the transaction and shall be billed to the customer. Please note: shipping and transportation charges may be billed separately.

### Expedited Order

All orders received after 3 p.m. EST for same day shipment shall incur a \$25 expediting fee.

### Subscription Renewals

Customer acknowledges that GMN will automatically renew service accounts 1-3 days before the expiration date of the service. The renewal term will match the term of the expiring service. As a courtesy, GMN will send a subscription renewal notice to the email address on file. Customers wishing to change or terminate the service must contact GMN via email to info@globalmarinenet.com or via phone (865.379.8723) at least 3 business days prior to the service expiration date.

### Support

GMN agrees to provide initial customer assistance, within the GMN warranty period, up to thirty (30) minutes at no charge, for products and services purchased from GMN. It is recommended that a customer has reasonable knowledge of basic computer and software setup procedures and usage or has someone knowledgeable available for the initial installation.

### Additional Telephone Support

Any and all additional telephone support beyond the initial installation support outlined above, will be billed in increments of one hour (60 minutes) at \$199.00 USD per increment.

### Remote Assistance Support

We also offer remote assistance support, via GoToAssist. Remote assistance support requires that GMN have access to your computer and is billed in increments of sixty (60) minutes at \$199.00 per increment. Remote support is provided only as a convenience to licensed users of GMN products and services. Problems and solutions may depend on the nature of your system environment and other parameters that are unknown to GMN. By requesting remote assistance, you agree that actions and solutions described, suggested or implemented by GMN staff are entirely at your own risk and are provided to you without warranties of any kind. By requesting and accepting a remote assistance session, you accept responsibility for any changes made to the desktop content or system settings. GMN does not assume and is not responsible for any liability for the linking and viewing of any desktop content or system performance. GMN recommends for your security and privacy that you exit any applications you have open that is displaying content such as personal or confidential information, as the technician will be viewing your desktop; and, that you back up all data and files on the system before initiating a remote support session. GMN will not be held responsible for any data loss if any occurs during or after a remote session. GMN further recommends that you remain at your desktop and observe throughout the entire remote session. You will retain control for the duration of the session and can terminate the session at anytime. GMN continuously undertakes the utmost care when in use of your computer. However, GMN cannot guarantee that our service will resolve your problem.

### Escalated Support

All support escalated to Engineering will be billed at \$225.00 per hour.

### In-House Support

If you prefer, you may ship your computer to our office for: installation of the latest windows patches, drivers for the satellite phone and devices you own, installation of purchased software and testing connections before returning the computer to you. The fee for this service is \$250 USD plus shipping.

### Waiver of Support Fees

If support is required due to a defect in the software or equipment purchased from GMN then Additional Support fees shall be waived.

### Warranty

All hardware sales come with 30-day GMN warranty. If the item you have ordered is defective, contact us within the warranty period and we will replace defective items with an item of equal or greater functionality within the 30-day warranty period. All returns must include original factory box, original factory packaging (foam, plastic, wrappings, etc.), blank, unfilled warranty cards, all instruction booklets and paperwork. Do not deface original factory cartons or packaging in any manner. We will not accept a return if packaging is not in its original condition. All returned merchandise must be in its original mint and clean condition. Returns on damaged or scratched merchandise will not be accepted. All returns must include all the factory accessories which come with the item. GMN will not accept any returns if these packed accessories are missing. Any item returned must include the RMA Form found at [www.globalmarinenet.com/support/rmas-and-returns](http://www.globalmarinenet.com/support/rmas-and-returns). If we receive a shipment without this form and are unable to make contact with you, the item will be returned and you will be responsible for any shipping charges. Compatibility is not guaranteed. There is a 20% restocking fee for all non-defective products returned. This includes problems with: compatibility, driver/software conflicts, improper installation, etc. Customers must return items at their own expense and will be charged a return shipping fee for the replacement item. Shipping and handling charges are non-refundable. In the event that a suitable replacement is not available, a refund (less shipping and handling) will be issued in the form of the original payment method. If a problem arises after the 30-day GMN warranty period, please contact the manufacturer. GMN supplied hardware carries a 1 year manufacturers warranty against defects from the date of sale.

### Return Policy

All sales are considered final after the 30-day GMN warranty period. If your package has arrived damaged, missing items, or otherwise tampered with, please contact the carrier (UPS, Federal Express, etc.) and our Customer Service department immediately. Any delay in contacting us makes it more difficult to file a claim. Please keep all packaging and items exactly as they arrived. Any return must include the RMA and Returns Form found at [www.globalmarinenet.com/support/rmas-and-returns](http://www.globalmarinenet.com/support/rmas-and-returns). If we receive a shipment without this form and are unable to make contact with you, the item will be returned and you will be responsible for any shipping charges. All returns must include original factory box, original factory packaging (foam, plastic, wrappings, etc.), blank, unfilled warranty cards, all instruction booklets and paperwork. Do not deface original factory cartons or packaging in any manner. We will not accept a return if packaging is not in its original condition. All returned merchandise must be in its original mint and clean condition. Returns on damaged or scratched merchandise will not be accepted. All returns must include all the factory accessories which come with the item. GMN will not accept any returns if these packed accessories are missing. Enclose the original receipt or a copy of it with your return. Also enclose a brief letter of explanation of the reason for your return and state your request for either a store credit or an exchange. Please include the Return Authorization Number, given to you by our Customer Service department, on this letter and on the outside of the box. Returned merchandise which is lost or damaged in transit is not GMN's responsibility, but rather the carrier's. It is the buyer's responsibility to file claims with the carrier upon the discovery of the problem. Any item returned without a Return Authorization Number may be refused. Do not send merchandise back COD or freight collect. We cannot accept such packages. For your own protection, insure all return packages. GMN cannot be responsible for packages we do not receive.

### Limitation of Liability for Services

The satellite services provided by GMN may be temporarily interrupted, delayed or otherwise limited and not available everywhere in the world. GMN makes no representation that it can provide uninterrupted service. Furthermore, GMN shall have no liabilities or credit due for interrupted service. GMN 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. GMN makes no warranties with respect to the service of any kind whatsoever, expressed or implied, except as specifically provided in written agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded. GMN shall not be liable to its distributor or customer or any third party for any special, incidental or consequential damages.

### Shipping and Handling Charges are Not Refundable

If you are not completely satisfied with the handling of your order, please contact our Customer Service Department Manager, and we will do our utmost to satisfy your request.

### Shipping

Orders usually ship on the same or next business day; subject to the conditions outlined in the Credit Cards section and Order Confirmation section above. We ship via UPS Ground, FedEx, DHL, or USPS. Shipping charges are based on the weight and value of the product(s) ordered. Additional charges are incurred for other methods of shipment (3rd Day select, 2nd Day Air, and Overnight). Any extra charges from the carrier that may occur because of wrong address information will be passed on to the customer. We will be happy to fax the copy of the carrier's relevant form.

### Indemnification and Limits of Liability

Customer agrees to indemnify, hold harmless, and defend GMN or any of its resellers against any claims resulting from or relating to customer's breach of this agreement or misuse of the services, equipment or services used in connection with GMN products. GMN parties shall not be liable for any harm, loss, liability, damage, expense, cost, suit, claim or demand whatsoever. Under no circumstances will GMN be liable for any indirect, aggravated, exemplary, punitive, special, incidental or consequential damages (including damages for lost profits, lost revenues, lost information, business interruption, failure to realize anticipated savings or any other commercial or economic loss), or third party claims, expenses, costs, liability, loss, or damage whatsoever, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory, even if GMN has been advised of the possibility of such damages. Customer agrees, acknowledges and confirms that the limitations of liability set out in this agreement are fair and reasonable in the commercial circumstances of this agreement and that GMN would not have entered into this agreement but for customer's agreement to limit GMN's liability in the manner and to the extent provided for herein.