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## Contracts General Terms and Terms of Sale

as at April 2016

### Contracts General Terms and Terms of Sale:

#### GENERAL

1. The provision of services to you through Mye3S Portal is subject to your acceptance of this Agreement. By completing the account registration and/or by using Mye3S Portal, you expressly agree to be bound by the terms and conditions below, and any other terms and conditions particular to each service.
2. By creating this account you confirm that you are authorised to sign binding contracts on behalf of the owner of the vessel for which this account is created and that the obligations created under the agreement are binding on future ship's officers, managers or other owner's representatives under maritime law.
3. You hereby confirm that your credit card, the account name and expiry date provided in your account may be used for all of the charges incurred by you in connection with the services provided by E Cubed Systems SL (ES B 07758220) (designated as e3) or its subsidiaries in accordance with the Agreement between you and E3 and that you will update such details as applicable. If this is a corporate credit card, you also confirm that you are authorised to sign this credit card on behalf of the nominated corporation. You hereby confirm that all the information provided in this Agreement is true and correct.
4. Service charges are exclusive of any labour, travel or subsistence costs, which will be billed separately, if relevant.
5. All delivery charges, if applicable, are for the account of the customer.
6. Below Decks Equipment must be protected by a UPS Universal Power Supply appropriately rated for the modem.
7. The VSAT service will be considered activated on the date the satellite modem is connected and registered on the network. Service will be provided in accordance with the terms and conditions of the service level agreement and it will be considered accepted and fit for purpose for the full term of the contract after one month of paid use.
8. The level of contracted bandwidth will determine the quality of connections, particularly those involving music or video streaming. As a guide, a Skype video call will require a dedicated minimum download/upload speed of 500kbps. Video streaming requires a dedicated minimum download speed of 1.5Mbps or 5Mbps for HD quality. (Information taken from Skype and Netflix websites).

#### YOUR ACCOUNT

9. When registering an account with Mye3S, you must provide us with accurate, complete and up-to-date information as requested on the Registration Form. You agree that the information supplied with your Registration Form will be truthful, accurate and complete. It is your responsibility to inform us of any changes to that information.
10. Once you create an account with Mye3S, you will receive a username and a Password. You are entirely responsible for all activities which occur under your username and Password, including unauthorised use of your or any other credit card. You must notify us immediately if you become aware of any unauthorised use of your username and Password. If you forget or lose your password, you should request a new password.

#### CONTRACTS

11. The initial contract term of all Airtime services is 12 months unless otherwise specified in the particular conditions of a specific service. Once the initial term is completed, contracts roll over automatically on a monthly basis unless cancellation instructions are received with at least 30 day notice to the end of the next corresponding billing cycle, or to the end of the contracted term, whichever is latest.
12. Request for cancellation of contracts must be received with 1 months' notice in writing, and at least 1 month prior to the end of the contract term. If cancelled within the contract term, the balance of the unpaid months to the completion of the term must be paid in full.



13. e3 reserves the right to revise prices and payment terms, upon 20 days' notice.
14. e3 reserves the right to revise the payment terms of the contract should the monthly fees or unpaid debts exceed USD 5000 over 30 days.
15. Particular conditions will be provided at the time of ordering each specific service. When contradiction exists, particular conditions will override these general terms.

#### **DEPOSITS**

16. A security deposit of an amount indicated in the particular conditions of the specific service will be collected prior to service activation. The security deposit will be held until the contract is terminated and all accounts have been cleared. The service provider will be entitled to offset that security deposit against any amount owed by the customer upon termination of the contract. The outstanding balance of the security deposit will be made available to the customer at the termination of the contract. After 12 months, if the customer did not collect or claim the security deposit, the service provider will be entitled to keep any uncollected balance.
17. Deposits will be accepted by bank transfer or major credit card. Monthly invoices must be paid by direct debit or by credit card. Only customers with a proven payment record will be permitted to pay invoices by bank transfer. The customer shall provide e3 with valid and complete credit card details, even if paying by bank transfer or direct debit, and update such details as applicable. This will be held as a guarantee and, in the event that payment is not settled within its due date, e3 shall automatically debit the customer's designated credit card account for payment of amounts invoiced and due under this agreement. Failure to meet the payment criteria will result in non-activation, suspension or cancellation of the service as appropriate.

#### **INVOICES AND PAYMENT**

18. Monthly fees and variable charges will be billed in arrears. Payment is due within 7 days of invoice issue date, and e3 reserves the right to suspend all contracted services if timely payment is not received for any of the services. There will be no compensation for such suspension, and the obligations of the customer as stated in this contract are not affected.
19. Annual fees and FBB data allowance plans must be paid monthly or annually in advance.
20. In the event of a suspension due to non-payment, the service will continue to be billed and a re-activation fee may apply.
21. e3 may request part payment at any point during the billing period of any high usage invoices upon notification from airtime suppliers or network operators and may suspend the service unilaterally if there is no undertaking from the customer to settle the invoice for the interim amount.
22. Invoices will be raised in Euros or USD. Payments must be made in the currency used in the invoice.
23. In the case of GSM or Inmarsat services, the first invoice will always include the full amount of the monthly fee corresponding to the current Billing Period at the time of activating the line. Unless otherwise stated, GSM and Inmarsat service fees are not prorated and will be billed in complete monthly units.
24. When a specific VSAT service is not billed for a full calendar month, straight rate pro rata method will be applied on a working basis of 30 days.
25. You will be invoiced for the services requested through Mye3S Portal in accordance with the monthly service charges, per MB or per Minute charges in the e3 Pricelist which is in force at the time. Any changes in prices will be notified to you by e3 Systems on the email you are supplying with your account. Your contract is with e3 and not with the corresponding network provider.
26. It is the client's responsibility to inform e3 if the credit card details change. e3 will not accept any liability for loss of service if payments cannot be debited from the credit card.
27. If payment is by credit card, e3 reserves the right to apply standard credit card charges.
28. An admin fee will be charged to all monthly service invoices. VAT will be added where applicable.



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## RESPONSIBILITIES

29. The SIM cards and payment for any charges derived from their use are the sole responsibility of the customer as per conditions of this agreement and particular conditions to the specific service until the contracted term is completed and the contract is terminated with the appropriate notice.

30. Both the device and the way in which the service is used are the customer's responsibility. If the service is used with a different device from that for which it was intended, or, in the case of GSM, used with a different APN, the contracted plan may not be applicable and connections may be charged per MB.

31. It is the customer's responsibility to ensure that the appropriate equipment is used for each specific service.

32. The service may not be used for the transmission of illegal or offensive material, or material with virus or other damaging software. They may not be used in a fraudulent or illegal way or in a way that can damage the network.

33. Network operators do not guarantee uninterrupted access to the service, especially in the case of network saturation or in remote areas where the service is not available.

34. MIR (Maximum Information Rate) will be delivered only upon availability.

35. Some services incur in variable costs and it is the customer's responsibility to monitor and control access to the communications equipment the service is connected to. We strongly recommend the use of a data management system to monitor the data usage and to prioritise bandwidth throughout the network on board.

36. You accept that e3 Systems has no liability for any costs incurred in the operation of the equipment whether supplied and installed by e3 or by a third party.

37. You understand that data communications via satellite, via 3G/4G and 3G/4G roaming can be very expensive and, when using these channels, you will be making connections and incurring charges which are approved by the owners and managers of the vessel.

38. You understand that e3 Systems has no liability to cover the costs of operating any communications service which may be in use as a backup or standby for the failure of another.

39. If you decide, at a later date, to restrict or suspend access to a roaming or satellite connection, you accept that all charges incurred for all connections made up to and including the date of suspension as confirmed in writing by e3 Systems will be for the account of the vessel.

40. The vessel owner agrees that it shall comply with all applicable laws, rules and regulations and shall ensure that the service is not used in a manner that violates any applicable law or regulation. As part of this requirement, the vessel owner agrees to obtain and validly maintain any government or other regulatory body licenses and approvals (as the case may be) to access and/or receive and use the service in every relevant jurisdiction.

41. You confirm that you are authorised to accept this disclaimer on behalf of the owner of the vessel for which this account is created and that the owner and his representatives are aware of the binding nature under maritime law of the agreement and of the disclaimer, should you be substituted or replaced.

## SALE OR DISPOSAL OF VESSEL

42. In the event of disposal or sale of vessel, the customer shall notify e3 immediately in writing upon disposal of the vessel, included but not limited to any sale, loss, constructive total loss and provide relevant proof. The customer shall provide e3 with 30 days written termination notice for each service termination for sale or scrapping of the vessel. The customer shall remain liable for payment of all charges until the effective date of termination, which shall be the later of (i) the date of disposal or sale of the vessel, or (ii) the 30th day from e3's receipt of the termination notice.

43. Inmarsat money bundle or large money bundles are subject to early termination fees equal to the unpaid balance of the contract. This ETF will become due on the sale of the vessel if the contract is not reassigned to the new owners.