



GMPCS Personal Communications, Inc.
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www.gmpcs-us.com Email: support@gmpcs-us.com
 Online Billing: www.gmpcsbill.com

GMPCS Sign off



GMPCS Service Agreement - Globalstar 2009 Value Plan

The Globalstar Value Proposition

If you need your satellite phone to work the first time, every time, then you should plan on purchasing an Iridium 9555. However if your needs are flexible enough so they can be met by being able to complete a satellite phone call during three or four windows in a one to two hour period (such as letting home and office know you are OK at the end of a day of hiking, sailing or working remotely) then you should give serious consideration to purchasing a Globalstar phone.

While Globalstar has had operational problems over the past two years, they are on the way back with the scheduled launch of a new satellite constellation beginning this Fall. Globalstar has also developed an [Optimum Satellite Availability Tool](#) which will provide you with a list of windows, based on your geographic location, during the next four days when you will have a high probability of making a successful call. GMPCS personnel and several of our customers have tested the availability tool with excellent results.

Globalstar 2009 Value Airtime Plan

The Globalstar 2009 Value Airtime Plan provides unlimited airtime for calls to and from the home area (Canada, the United States and Caribbean) at the total cost of \$34.95 per month. This airtime is good until March 31, 2010, at which time you will be able to select from a variety of new highly competitive plans, based on the success of Globalstar's launch of new satellites and reliability of service. The Globalstar 2009 Value Airtime Plan requires payment in advance at a rate of \$34.95 times the number of months from activation until April 1, 2009. This rate is pro-rated for the first month if service does not begin on the 1st of the month.

Note that unlimited airtime is only available for calls in the home area. Calls from the home area to locations outside the home area are subject to a flat rate of \$1.49 per minute long distance fee. Calls originating from outside the home area are subject to the following roaming fees.

ROAMING - ZONE 2: \$1.39

Calls to the US from:

- Central America • Europe • Iraq • Mexico • Russia
- Brazil • Turkey • Australia (Calls To CANADA from these locations - \$1.50)

ROAMING - ZONE 3: \$1.99

Calls to the US from:

- Egypt • Argentina • Chile • Paraguay • Colombia
- Uruguay • Venezuela • Guyana • Suriname • French Guiana • Peru • Ecuador • Bolivia • French Antilles

ROAMING - ZONE 4: \$2.99

All Calls from outside of USA and Canada to non-USA & Canada destinations.

Please complete the information on the following pages to activate your Globalstar under the 2009 Value Plan. You will be charged the monthly fee described above plus a one-time \$50.00 activation fee at the time of activation. You will also need to provide your credit card to cover any per minute long distance or roaming charges as explained above. You will be able to review your call detail records by visiting www.gmpcs-us.com. If you have any questions please do not hesitate to contact GMPCS Customer Support at 1-954-973-3100.

Initial _____

Part 1 YOUR INFORMATION

Please fill out the information below and attach a legible copy of Tax ID documentation. Please complete all six sections, sign where indicated then return to GMPCS via fax, e-mail or mail. [All information kept strictly confidential]

Name: _____
Phone (Daytime) _____ Phone (Evening) _____
FAX _____ Cellular _____
E-Mail: _____
Mailing Address _____
City _____ State _____ Post Code _____ Country _____

Part 2 PAYMENT METHOD:

Monthly service through March 31, 2009 is paid in advance at the time of activation. Credit Card information is required to cover the cost of any long distance or roaming calls as described above.

Automatic Deduction From Credit Card:

Card Number _____ Security Code* _____ Expiration _____ (MM/YY)
(*Security Code: M.C. & Visa: on back of Card: - (3 digits); AMEX on Front of card (4 digits))

Name as it appears on Credit Card: _____

Billing address is the same as the address in part 1: YES NO (if No, please indicate billing address below):

Credit Card Billing Address: _____
City _____ State _____ Post Code _____ Country _____

GMPCS CREDIT CARD AUTHORIZATION:

I _____ hereby authorize GMPCS to process credit card vouchers in my name and agree to pay for all long distance and roaming charges incurred under the terms and conditions of this Agreement. I have read this Agreement, understand and agree with all terms and conditions and indicate so by executing this Authorization

Signature of card Holder (Note: GMPCS does not accept third party credit cards)

Part 3 ACCOUNT STATEMENT:

Important note: Printed paper bills will not be sent to you. Call record details will be available 24/7 online at www.gmpcsbill.com.

Part 4 YOUR GLOBALSTAR SATELLITE PHONE INFORMATION:

PHONE #1:

DEC ESN: _____ MIN: _____

PHONE #2:

DEC ESN: _____ MIN: _____

Phone purchased from this GMPCS Dealer (If any): _____ Dealer #: _____

Initial _____

Part 5 ADDITIONAL SERVICE PLAN INFORMATION

Please read the following information carefully and sign below and at the bottom of the last page and fax the agreement to GMPCS at +1-954-973-4800. If you have any questions or require additional assistance, please contact GMPCS sales or customer service at (954)973-3100 or toll-free at: 1(888)664-6727.

Activation Fee:

There is a one-time initial activation fee of \$ 50.00 per phone per plan.

Term of Contract:

This agreement is valid until March 31, 2010 at which time the customer will be offered a range of new, competitive airtime plans. As the monthly service fees for this plan are paid in advance, there is no early termination fee associated with this agreement.

Payments:

All payments will be automatically paid by automatic monthly deductions from your credit card.

Bill & Call Record Details:

Printed bills will not be sent. Call record details will be available 24/7 at www.gmpcsbill.com

Home Calling Area :

The home calling (Zone 1) is considered any calls that originate in the USA, Caribbean, Canada and Alaska that terminate in the USA, Puerto Rico, Canada and Alaska. The unlimited usage associated with the Globalstar 2009 Value Plan apply only in this Home Calling Area.

Long Distance:

Calls from within the home calling area to non-USA locations are billed at a long distance rate of \$1.49/minute. (Data calls are billed in 15 second increments and voice calls in full minute increments).

Roaming:

Any calls you make while outside of the Home calling area are considered "Roaming" Calls. The "Globalstar 2009 Value Plan" unlimited free minutes do not apply in the roaming zones.

Roaming rates are as follows:

ROAMING - ZONE 2: \$1.39

Calls to the US from:

- Central America • Europe • Iraq • Mexico • Russia
- Brazil • Turkey • Australia (Calls To CANADA from these locations - \$1.50)

ROAMING - ZONE 3: \$1.99

Calls to the US from:

- Egypt • Argentina • Chile • Paraguay • Colombia
- Uruguay • Venezuela • Guyana • Suriname • French Guiana • Peru • Ecuador • Bolivia • French Antilles

ROAMING - ZONE 4: \$2.99

All Calls from outside of USA and Canada to non-USA & Canada destinations.

Initial _____

Part 6-Terms and Agreement (Please read and sign where indicated)

GMPCS PERSONAL COMMUNICATIONS INC. - Mobile Satellite Services Terms and Agreement

(1) Availability Of Limited Service: Service is generally available to satellite terminals equipped for this service during the periods indicated by the Globalstar Optimum Satellite Availability Tool when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number may not appear in more than one terminal. Customer has no property right in such number. GMPCS reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

(2) GMPCS Service: Customer has contracted to have GMPCS provide the service under the terms detailed in this Agreement. Basic Satellite Service is provided via the Globalstar network utilizing land earth stations. Globalstar service is provided through stations operated by and roaming agreements of Globalstar USA. Customer agrees to remain as a subscriber of the service until March 31, 2010, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon.

(3) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, GMPCS makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), the Globalstar system (a low earth orbiting satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. GMPCS can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

(4) Invoicing and Payments: Under this plan, monthly service fees are prepaid until March 31, 2010. All payments for long distance and roaming charges will be automatically paid by automatic monthly deductions from your credit card. Printed paper bills will not be sent to you. Call record details will be available 24/7 online at www.gmpcsbill.com, Payment must be made in U.S. Dollars.

(5) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes or regulatory recovery fees 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 GMPCS for any such taxes.

(6) Non-Payment / Breach: A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay GMPCS all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GMPCS in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment GMPCS will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal. GMPCS charges a fee of \$35.00 for returned checks.

(7) Limitation of Liability: The satellite services provided by GMPCS may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GMPCS makes no representation that it can provide uninterrupted service. Furthermore, GMPCS shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GMPCS. GMPCS 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.

GMPCS 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. GMPCS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS IF CAUSED BY THE SOLE NEGLIGENCE OF GMPCS.

(8) Subscriber Terminals and Equipment: Unless provided otherwise, GMPCS is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer should notify GMPCS immediately, but will still be held responsible for all charges as agreed upon in this Agreement.

(9) 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. GMPCS does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment.

(10) Governing Law: This contract is governed by the laws of the State of Florida and applicable tariffs.

Initial _____

(11) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL ONLY BE BROUGHT IN STATE COURT IN BROWARD COUNTY, FLORIDA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

(12) CUSTOMER FURTHER AGREES THAT THIS CONTRACT IS DEEMED EXECUTED IN FLORIDA AND ALL TRANSACTIONS REGARDING THIS SERVICE AGREEMENT OCCURS IN FLORIDA.

I acknowledge that I have read, understand and will be bound by all the terms and conditions included in all pages of this Service Agreement. I further acknowledge that I am fully authorized to sign as responsible party and that I authorize GMPCS Personal Communications Inc., or its representatives to access and review the information and references identified within this application, obtain my personal credit report and credit history and/or all other relevant information and materials that I provide for the purpose of identifying my financial status and creditworthiness.

Customer Signature

Date

Printed Name