



BroadSAT User contract for D-Star™ services

User's copy

CUSTOMER DETAILS

SURNAME		FIRST NAME	
ADDRESS			
POSTCODE	TOWN/CITY	COUNTRY	
TELEPHONE NUMBER			
INVOICING ADDRESS (IF DIFFERENT FROM ABOVE)			
TAX NUMBER (IF APPLICABLE)			

Terminals

<input type="checkbox"/>	Buy Linkstar terminal with 96 cm satellite dish	€ 1.750,00
<input type="checkbox"/>	Buy Linkstar terminal with 120 cm satellite dish	€ 1.850,00
<input type="checkbox"/>	Standard Installation ¹ :	€ 600,00

Prices include VAT

Services

Standard Activation:	100,00€ FREE!
EUROPE	
<input type="checkbox"/>	IP ACCESS EUROPA COLISEUM € 348,00 a month
<input type="checkbox"/>	IP ACCESS EUROPA PREMIUM € 667,00 a month
AFRICA	
<input type="checkbox"/>	IP ACCESS AFRICA SAHARA € 362,00 a month
<input type="checkbox"/>	IP ACCESS EUROPA SAVANNAH € 537,00 a month
<input type="checkbox"/>	IP ACCESS EUROPA KILIMANJARO € 781,00 a month

¹ Standard installation includes: dish support, 30 metres of cable, laying and fixing the cables (with no masonry work involved) in a location easily and safely accessible without the need for special protective equipment. Any additional building work required eg for the base, will be considered as an extra service and prices will be quoted separately. ¹

BroadSAT S.r.l.

Via F. Squartini, n°7 - 56121

Loc. Ospedaletto - Pisa - Italia

Tel +39 0503870888 Fax +39 0503870809

P. IVA. 01656350509

www.broadSAT.com



AMERICA	
<input type="checkbox"/> IP ACCESS AMERICA TOPAZ	€ 248,00 a month
<input type="checkbox"/> IP ACCESS AMERICA EMERALD	€ 537,00 a month
<input type="checkbox"/> IP ACCESS EUROPA RUBY	€ 620,00 a month

Prices are per month for an annual subscription (not including VAT).
For a 6 month contract, add 20% to these prices.

PAYMENT METHODS

Payment can be made in two ways:

Option1

Pay for the Hardware (terminal and dish) together with a payment for two months. This payment must be made in order to confirm the order, and start the installation and activation procedure.
The remaining payments (each for 2 months) should be made in advance.

Option2 - 10% discount

If you pay for the Hardware (terminal and dish) and the full subscription in advance, the order will be confirmed and there will be a 10% discount on the cost of the subscription.

Payment should be made by bank transfer to:

Broadsat S.r.l.
Bank: Intesa San Paolo
IBAN: IT8000306914000100000003309
BIC: BCITITMM
CIN: O

Bank address:
via Corso Italia n. 131
56121 Pisa

I confirm that I have read, understood and accept the general conditions of the contract for D-Star™ (see the final page of this document).

Date _____

Signature _____

I confirm that I have read Article 8 (privacy agreement) of the above contract, and I accept the conditions mentioned therein.

Date _____

Signature _____



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General conditions of the contract

1. General

The general terms and conditions of this contract (hereinafter referred to as "General Conditions") are to be considered an element in the legal transactions between you (hereinafter referred to as "Customer") and BroadSAT S.r.l. (hereinafter referred to as "Reseller"). Subscriptions for D-Star™ services are provided exclusively on the basis of the following general terms and conditions, unless other arrangements have been agreed in writing by both parties. It is therefore important to take the time to read these general conditions carefully before accepting them.

2. Subject of the Contract

The Reseller sells subscriptions for D-Star™ services on the basis of the conditions determined by Skylogic SpA. The General Conditions of the Skylogic SpA contract for the supply of D-Star™ services are considered as an integral part of this contract. Ecommerce transactions which conform to Legislative Decree 185/99 (fulfillment of directive 97/7/CE) are carried out by San Paolo IML.

3. Personal Details

All the information provided by the Customer at the moment of registration or used by the Reseller must be true, correct, up-to-date and complete. The provision of false information when registering, the failure to update customer information or the use of a false name by the Customer entitles the Reseller to terminate this Contract without notice.

4. Duration of the contract

The duration of the contract corresponds to the length of D-Star™ service subscription purchased and is valid from the commencement of the service. It will not be automatically renewed and will automatically expire after 12 months unless an extension is specifically requested by the Customer.

5. Cancellation of the contract

The customer can terminate the contract at any time by sending written confirmation by registered post, with a return receipt to: BroadSAT S.r.l., via F. Squartini, n° 7 56121 Loc. Ospedaletto - Pisa. In this case a cancellation fee of €100,00 will be charged to the Customer as foreseen by Article 1 comma 3 of the Legislative Decree 7/2007.

6. Intellectual property

Every software device or program (hereafter referred to as "software") made available to the Customer is protected by copyright. The Customer has the right to use the software for private use only; sharing, public use or modification of the software are strictly forbidden.

7. General provisions

All correspondence regarding this contract shall be addressed to the Customer at the address communicated via email at the time of registration for D-Star™. Correspondence for the

Reseller shall be sent to the following address: BroadSAT S.r.l., via F. Squartini, n° 7 56121 Loc. Ospedaletto - Pisa.

8. Processing of personal information

According to articles 13, 23 and 24 of the Legislative Directive 196/2003 regarding the processing of personal data provided by individuals and other entities, the Customer authorizes the Reseller to use his/her data solely for the purpose of supplying the service requested. The Customer's personal information may also be used for marketing and advertising purposes, as well as to provide information about products and services provided by the Reseller or Skylogic S.p.A.

9. Use of D-Star™ services

The Customer shall not use, and shall make every effort to ensure that a third party does not use, the service to communicate in a way that damages or causes disturbance to other telecommunications operators, or third parties, or which contravenes the laws or regulations in force.

The Customer shall use the services solely for his/her communication needs and cannot in any way or in any form sell the services provided to a Third Party. The Customer shall accept responsibility for the way the service is used, even in the case of unauthorized improper use.

In the case where a Third Party uses the Service, even without the authorization of the Customer, the Customer having signed the contract explicitly authorizes BroadSAT to use their personal information, according to current legislation, for the purposes of this contract.

Il Cliente assume ogni responsabilità circa il contenuto e le forme delle comunicazioni trasmesse attraverso il Servizio D-Star e terrà indenne BroadSAT S.r.l. da ogni pretesa, azione o eccezione che dovesse essere fatta valere, al riguardo, da terzi nei confronti di BroadSAT S.r.l.

The Customer shall be held liable for the content transmitted and the form of communication will use D-Star™ services and shall exonerate BroadSAT from any claim, action or reservation asserted by Third parties.

10. Conditions of use for D-Star services

To guarantee broadband access and share the bandwidth between all users, all of the services have an upper limit for traffic volume. Once the Customer has reached the upper traffic limit for the type of contract, the bandwidth will be gradually reduced on the basis of the FAP (Fair Access Policy) for access to the service.

Before this limit has been reached (no FAP) the user will have:

- 1 a minimum of 50% of the top speed for 90% of the time
- 2 a minimum of 20% of the top speed for 95% of the time
- 3 priority access to the web and email account
- 4 low priority of bandwidth allocation for all peer to peer applications

11. Hardware guarantee



The Broadsat guarantee for this product is valid for a period of 24 (twenty four) months from the date of shipment. For the guarantee to be valid, the product should be returned to Broadsat in its original packaging.

The Buyer is deemed liable for all transport costs, and is held responsible for eventual loss or damage to the product being returned to Broadsat.

In order to use the guarantee, the buyer must inform Broadsat of the type of defect before the end of the guarantee period

The guarantee related to installation or devices at the User's address does not cover eventual damage caused by the devices or from their improper use, and excludes the following:

Work carried out, repairs or tampering by Personnel not specifically or formally authorised by Broadsat or not in possession of certificates for courses carried out by the suppliers of the technology.

Removal or alteration of identification codes or actions which render them illegible.

Danneggiamento dei dispositivi dovuto a comportamento o negligenza imputabile al Cliente;

Damage to the devices due to the behaviour or negligence attributable to the customer

Malfunzionamento o avaria dovuta a interruzione di elettricità o ad eventi naturali (Fulmini);
Malfunction or breakdown due to power cuts or natural phenomena (for example lightning)

Use of the devices which does not comply with the instructions received.

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