



ThurayaLocate™ Service -- General Terms and Conditions

PLEASE READ THIS CONTRACT CAREFULLY. BY USING THE SERVICE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE LIMITATIONS ON USE AND SERVICE DESCRIBED HEREIN. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE

The ThurayaLocate™ Service Agreement ("**Agreement**") between you and Geonix Tracking Ltd ("**Geonix**") consists of these General Terms and Conditions ("**General Terms**"), and any addenda that may be included with these General Terms. The Agreement period ("**Term**") starts when you first use the ThurayaLocate™ Service ("**Service**"). Geonix may change the General Terms or pricing for the Service if its terms for obtaining the Service change or if Geonix believes a change is beneficial for conducting its business. Should Geonix make changes, Geonix will give notice to you by posting the changed General Terms on the Geonix and ThurayaLocate websites: www.geonix.com and www.thurayalocate.com. Geonix may also notify you directly of a change, but Geonix is not obligated to do so unless the change is the introduction of a price. You accept ongoing responsibility for being fully informed of the changing content of the Geonix website, including without limitation changes in the General Terms. If Geonix makes changes that are not acceptable to you, you may terminate the Agreement without charge by giving written notice of termination to Geonix within 30 days after the date the unacceptable change was posted. If you do not give written notice within 30 days, you accept the change, effective on the date of its posting.

1. CONDITIONS AND LIMITATIONS OF SERVICE.

1.1 You may use the Service anywhere there is coverage. Coverage areas in satellite mode include all of Europe, the Middle East, Asia, India, Australia and most of Africa – see <http://www.thuraya.com/content/thuraya-coverage.html>. In GSM mode, coverage includes all land masses where GSM coverage exists and Thuraya has active roaming agreements (see <http://www.thuraya.com/content/roaming-2.html>).

1.2 The Service uses coordinates from the U.S. Government's GPS Satellite Constellation and the Thuraya handsets' onboard GPS chipsets to determine your position. Transmission of those coordinates is made using either the Thuraya satellite network or any interconnected GSM network. Both the satellite and GSM network availability are limited by the technology and environmental conditions that affect radio transmissions. Service may become limited or temporarily unavailable from time to time. Geonix does not own or control the network providers that operate these networks, nor does Geonix own or control the GPS Satellite Constellation, and cannot be responsible for any service interruptions that are associated with those networks.

1.3 In satellite mode the service is wireless and requires a clear line of sight toward the satellite; therefore, the service is inherently subject to transmission and reception limitations caused by: (i) your location, including conditions that obstruct the line of sight between you and the Thuraya Satellite; (ii) the condition of the Thuraya satellite system and ground stations; (iii) the condition of your Thuraya handset; and (iv) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond Geonix' or Thuraya's control.

1.4 Geonix collects information about your transmissions to monitor service quality but does not monitor or record the content of your transmissions.

1.5 You undertake to read your Thuraya handset User Manual carefully for instructions on using your satellite phone.

2. SMS TRANSMISSION.

2.1 You will be responsible for paying the SMS transmission charge to your Thuraya or GSM network service provider. Geonix makes no representation as to the success of any SMS transmission. Regardless of whether an SMS transmission is successful, your service provider may not give a refund.

2.2 In addition to limitations resulting from incorrect use (e.g. next to or under an obstruction), satellite and GSM communications systems have inherent characteristics that can create dropped SMS transmissions. Geonix shall not be liable for any damages that may result from such dropped SMS transmissions.

3. LIMITATION OF LIABILITY

3.1 TO THE FULLEST EXTENT PERMITTED BY LAW, GEONIX AND ITS SERVICE PROVIDERS, INCLUDING THURAYA AND ANY GSM NETWORK OPERATOR USED, HEREBY EXPRESSLY EXCLUDE LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE, COSTS OR EXPENSES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THIS SERVICE (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICE) OR ITS USE BY YOU OR SOMEONE AUTHORIZED BY YOU TO USE THE SERVICE.

3.2 GEONIX EXCLUDES ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS RESULTING FROM THE ACTS OR OMISSIONS OF THIRD PARTY PROVIDERS, INCLUDING THURAYA, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF THE SATELLITE SYSTEM.

3.3 GEONIX AND ITS SERVICE PROVIDERS, INCLUDING THURAYA, SHALL NOT BE LIABLE TO YOU OR BE DEEMED TO BE IN BREACH OF THIS AGREEMENT IN RESPECT OF ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY:

3.3.1 MATTER'S OUTSIDE OF GEONIX' OR ITS SERVICE PROVIDERS' REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT IS NOT LIMITED TO, OUTBREAK OF HOSTILITIES, RIOT, CIVIL DISTURBANCE, ACTS OF TERRORISM, FIRE, EXPLOSION, FLOOD, SNOW, FOG OR OTHER INCLEMENT WEATHER CONDITIONS, FAILURE OF TELECOMMUNICATIONS OR SATELLITE SYSTEMS, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, SURGES IN THE ELECTRICAL MAINS VOLTAGES OR CURRENTS, DAMAGE CAUSED BY ELECTROMAGNETIC INTERFERENCE, THEFT, MALICIOUS DAMAGE, STRIKE, LOCK OUT OR INDUSTRIAL ACTION OF ANY KIND; OR

3.3.2 FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR

3.3.3 FAILURE, DELAY OR INACCURACY OF THE THURAYA HANDSET TO PROCESS AND/OR TRANSMIT SMS MESSAGES; OR

3.3.4 FAILURE OF OR DELAY IN THE THURAYA SATELLITE SYSTEM OR INTERCONNECTED GSM NETWORKS AND/OR GROUND STATIONS TO PROCESS SMS TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO LOCATION COORDINATES AND/OR GOOGLE MAPS™ OR WINDOWS VIRTUAL EARTH™ DISPLAYS.

3.4 IN NO EVENT SHALL GEONIX LIABILITY EXCEED THE AMOUNT OF THE SMS SERVICE FEE PAID BY YOU.

4. ACCURACY OF DATA REGISTRATION AND GEONIX WEBSITE USE

4.1 You acknowledge and accept that the information required in the website registration data is essential for proper provision of Services. You accordingly warrant and confirm that the information supplied by you is accurate in all respects. It is your responsibility to ensure that the information supplied by you to Geonix is accurate, complete and up to date and that any change, alterations or additions to such information is provided immediately to Geonix via its website www.thurayalocate.com.

4.2 Your use of the Geonix website, including data registration and access to Google Maps™ and Windows Virtual Earth™, is governed by the terms and conditions of use contained on the website, including the terms and conditions governing your use of the embedded Google Maps™ and Windows Virtual Earth™ imagery as detailed by Google and Microsoft from time to time.

5. PRIVACY – DATA PROTECTION

5.1 Geonix has a firm commitment to maintaining your privacy. Geonix may share with third parties such as Thuraya or your Thuraya Service Provider certain pieces of non-personal, aggregated information, meaning that information from many users is grouped together and is disclosed in such a way that it does not reveal the identity of any particular user, such as your demographic data, SIM card number or type of handset.

5.2 With the exception of aggregated information, Geonix shall not sell or otherwise pass your personal information to third parties, except if required by law or pertinent to judicial or governmental investigations or proceedings or if we consider it necessary to do so to prevent risk of death or serious personal injury to you or others. There are no other circumstances under which we will provide or sell personal information to third parties.

6. GOVERNING LAW AND ARBITRATION

This Agreement is intended to be legally binding and shall be subject to English law. Any dispute or difference arising out of or in connection with this Agreement will be finally settled under London Court of International Arbitration rules in force from time to time and the place of arbitration shall be London.