



DIR-TSO-3580 Appendix D Customer Service Agreement

Agreement

This agreement is with Gardline Comms Inc., DBA G-Comm, 1880 South Dairy Ashford Ste #108 Houston, Texas 77077 USA.

Service

G-Comm shall provide Equipment and/or Services to the Customer upon acceptance of an approved Customer Service Agreement. All orders are subject to G-Comm's and Customer's mutual acceptance and approval. All SIM cards are shipped "Active" unless specifically requested otherwise by the Customer at the time of purchase.

Shipping

Shipping will be performed in accordance with DIR Contract DIR-TSO-3580 Appendix A, section 8.D. Shipping and Handling Fees. G-Comm usually ships within one business day of acceptance of an order. **In the event a product is unavailable a backorder notification will be sent to the Customer. A Customer may terminate a Purchase Order if G-Comm is unable to deliver product or services in a timely manner to meet the Customer business needs,** G-Comm shall not incur any charges from the Customer due to delivery delays caused by Force Majeure with notification, in accordance with DIR Contract DIR-TSO-3580 Appendix A, section 11. C. Force Majeure.

Cancellation of Product Orders

Orders for pre-paid airtime services or special order items may not be cancelled once accepted by G-Comm. The Customer will be charged for the full cost of all pre-paid services or special order items once the order has been accepted by G-Comm. Order cancellations after shipping must be handled as a return and is subject to our Product Return Policy.

Product Return Policy

If you are not satisfied with your purchase, G-Comm will exchange the item you purchased for a refund or store credit under the following conditions: The return date is no more than 15 business days after the item(s) is (are) received by the Customer. The item(s) is (are) returned in its original packaging and is (are) in re-sellable condition. The item(s) is (are) in unused condition and is (are) without defect. Purchases that are not refundable: Pre-paid Airtime, Active Post-paid airtime, Special Order Items, Shipping Costs. All items to be returned must be accompanied by a Return Merchandise Authorization Number (RMA). An RMA can be obtained by calling Customer Service as 877-614-2666. All returned packages must be clearly identified with the RMA number. Your return will be processed and credit or refunds issued within 15 business days from receipt.

Call Charges and Payment

Customer will be invoiced in accordance with DIR Contract DIR-TSO-3580, Appendix A, section 8.M. Invoices and prices will be as specified in DIR Contract DIR-TSO-3580 Appendix C Pricing Index. It is the responsibility of the Customer to read and understand the charges. Pricing shall be in accordance with Appendix C, Pricing Index. Any taxes and fees charged to the Customer must be specified in Appendix C.

Payment shall be in accordance with Section 8. Pricing, Purchase Orders, Invoices, and Payments of Appendix A of DIR Contract Number DIR-TSO-3580.

Duration

Subscriptions are binding from the date the service is activated through end of the contracted service period. This is referred to as the initial period.

Airtime Usage and Bundled Minutes

Prepaid airtime minutes are usable by the Customer through the time period specified in the plan selected. Post-paid service agreements are 12 month subscriptions unless otherwise specified. Allotted bundled minutes must be used during the billing period and do not carry over to the next billing period.

Air Time Service Renewal or Termination

The Customer or may renew or terminate the agreement at any time after the end of the initial period by giving written notice of intent to G-Comm via email to Admin@G-Comm.us at least 30 calendar days in advance, in accordance with DIR Contract DIR-TSO-3580 Appendix A, section 11.B. Termination.

Non-Payment or Fraudulent Use

In the event of fraudulent use or non-payment of undisputed charges for airtime, G-Comm will suspend service. **Thereafter the SIM card will only be usable after all outstanding charges as per the agreement have been met in full.** G-Comm reserves the right to suspend the service at any time, upon the discovery of either of the above two breaches.

Lifting of Suspension

At G-Comm's discretion, the SIM may be unsuspended.

Unauthorized Use

It is the Customer's responsibility to ensure appropriate safeguards are taken so that any unauthorized use is not allowed. Customer is responsible for all usage of SIM card. If the unit is lost, stolen or otherwise misplaced, Customer must notify G-Comm promptly in writing or by phone. We will deactivate or suspend the SIM card. All calls made from the SIM Card will be chargeable howsoever caused until such notification is received. G-Comm will not be responsible for delays in deactivation or suspension due to circumstances beyond our control.

Transfer of Service

In the event that relationship ends between G-Comm and their carrier(s), G-Comm has the right to transfer or assign this contract for services to another provider to provide uninterrupted service, in accordance with DIR-TSO-3580 Appendix A, Section 4.D. Assignment.

All Services

These contractual terms relate to all services provided included but not limited to voice, SMS messaging, paging, voice mailbox etc. offered in DIR Contract DIR-TSO-3580.

Activation

For marine systems it is the responsibility of the Customer to ensure that operation does not affect any physical or license requirement applicable to the vessel concerned.

Warranties

Duration and scope of warranties on Equipment are limited to the manufacturer's warranty, unless otherwise stated in writing by G-Comm. Please refer to the Manufacturer's website or product manuals/packing for more DIR-TSO-3580 Appendix D

information. Equipment repairs performed by the original manufacturer are subject to the warranty terms of the manufacturer.

License Arrangements

It is the Customer’s responsibility to understand and ensure conformation with the license arrangements in the country of use. G-Comm will not accept liability for any Customer loss associated with unlicensed usage.

Variation of Terms

It is unlikely, but G-Comm may need to change the Customer’s voicemail number, mobile phone number or other number from time to time. G-Comm will give prior notification to the Customer in these instances.

I acknowledge that I have read and understand all the terms and conditions included in all pages of this DIR Contract DIR-TSO-3580 Appendix D Customer Service Agreement.

Customer Signature

Customer Name

Title

Date