

Terms and Conditions ("Terms")

Our Terms and Conditions were last updated on April 1, 2024. Please read these terms and conditions carefully before using our Starlink airtime services.

1. Interpretation and Definitions

1.1. Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

1.2. Definitions

For the purposes of these Terms and Conditions:

- **“Company”** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Pulsar International (**“Pulsar”**) or one of its subsidiaries.
- **“Country”** refers to United States of America.
- **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **“Service”** refers to the Starlink airtime service.
- **“Terms and Conditions”** (also referred as **"Terms"**) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **“You”** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application

or the Service and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

3. Service Availability

The use of Starlink satellite systems provided by Pulsar is subject to service availability in your area, which may vary based on location, satellite coverage, and other factors. Pulsar does not guarantee uninterrupted or error-free service.

4. Subscription Plans

All subscription plans are priced in USD excluding tax. Users must select a subscription plan offered by Pulsar to access the Starlink satellite systems. Subscription plans may have different features, data limits, and pricing. Users are responsible for selecting the plan that best fits their needs and for any associated fees or charges. Starlink may change plan pricing, plan benefits or inclusions to Pulsar, and Pulsar will pass on any plan changes on thirty (30) days' notice.

5. Equipment

All equipment is priced in USD excluding tax. Users may be required to purchase equipment, such as a satellite dish and modem, from Pulsar to use the Starlink satellite systems. Users are responsible for the setup, installation, and maintenance of the equipment, and any associated costs.

6. Compliance

Users must comply with all applicable laws and regulations, as well as any policies or guidelines provided by Pulsar regarding the use of the Starlink satellite systems. Users may not use the service for illegal, harmful, or unauthorized purposes.

7. Data Usage

Users are responsible for managing their data usage on the Starlink satellite systems. Pulsar may impose data usage limits, and exceeding these limits may result in additional charges or throttling of service speeds. Users are responsible for any data charges incurred.

8. Service Performance

While Pulsar strives to provide reliable and high-quality services, the performance of the Starlink satellite constellation and system may be affected by various factors. Pulsar does not guarantee a specific level of performance or speed.

9. Privacy

Pulsar may collect and use certain user data in accordance with its privacy policy. Users should review the privacy policy to understand how their data may be collected, used, and disclosed.

10. Product Pricing and Availability

With respect to its advertising, offering, or sale of Applications, Services, or any other products (collectively, “Products”), We attempt to describe its products as accurately as possible. Nevertheless, We do not warrant that any descriptions, pricing, availability, or other information relating to the advertising, offering, or sale of Products (collectively, “Product Information”) from its Website, marketing materials, promotional flyers, advertisements, or other printed or electronic materials (collectively, “Product Materials”) is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible that Product Information may be mispriced, described inaccurately, or that the Product may be unavailable. In the event We determine that a Product is mispriced, described inaccurately, or unavailable, We reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation, canceling Your Account or subscription to the Services. You agree to notify Us immediately if You become aware of any pricing or descriptive errors or inconsistencies with any Products You order through the Product Materials and comply with any corrective action taken by Us.

11. Renewal and cancellation

Your payment to Us or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless You cancel Your Paid Subscription before the end of the then-current subscription period. Contact our Customer Support team at support@pulsarbeyond.com for instructions on how to cancel. The cancellation will take effect the day after the last day of the current subscription period, and you will not be able to access your content or Services. We do not provide refunds or credits for any partial subscription periods.

12. Termination

You’re free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if the Company reasonably believes:

1. You are in breach of these Terms,
2. Your use of the Services would cause a real risk of harm or loss to Us or other users, or
3. You don’t have a Paid Subscription.

We’ll provide You with reasonable advance notice via the email address associated with Your account to remedy the activity that prompted us to contact You. If after such notice You fail to take the steps We ask of You, We will terminate or suspend Your access to the Services.

We won’t provide notice or an opportunity to access your content before termination or suspension of access to the Services where We reasonably believe:

1. You are in material breach of these Terms, which includes, but is not limited to, violating the Pulsar Fair Use Policy.
2. doing so would cause Us legal liability or compromise our ability to provide the Services to Our other users, or
3. We are prohibited from doing so by law.

Once We suspend or terminate Your access to the Services, You will not be able to access Your content. Pulsar does not provide refunds if We suspend or terminate Your access to the Services, unless required by law.

13. Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or US\$100 if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

14. "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's provider makes any representation or warranty of any kind, express or implied:

- (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon;
- (ii) that the Service will be uninterrupted or error-free;
- (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or

- (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

15. Limitation of Liability

Pulsar shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use or inability to use the Starlink satellite systems.

16. Governing Law

These Terms will be governed by Florida law except for its conflicts of laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

17. Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

18. For European Union (EU) Users

If You are a European Union consumer, You will benefit from any mandatory provisions of the law of the country in which You are resident in.

19. United States Legal Compliance

You represent and warrant that:

- (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and
- (ii) You are not listed on any United States government list of prohibited or restricted parties.

20. Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

21. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

22. Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Service.

23. Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: pulsarbeyond.com
- By sending us an email: support@pulsarbeyond.com