



3019 Pico Blvd  
Santa Monica, CA 90405  
310.829.6878  
310.919.2820 fax

## TERMS AND CONDITIONS

CELLULAR ABROAD (CELLULAR ABROAD) and the customer ("Customer") hereby agree to the following terms and conditions with respect to the provisions by CELLULAR ABROAD to Customer of the satellite phone and peripheral equipment, which are identified and/or described in the Phone Rental Agreement, attached to these terms and conditions.

### AUTHORIZED SIGNATURE

1. A signed copy of this document must be received by fax or mail at Cellular Abroad's Santa Monica, CA office prior to the satellite phone being shipped. Fax number 310.919.2820. Mailing address 3019 Pico Blvd Santa Monica, CA 90405.

### DELIVERY OF SATELLITE PHONE AND EQUIPMENT

2. CELLULAR ABROAD will deliver the satellite phone and equipment, at its own risk, to the address designated by the customer.

3. CELLULAR ABROAD will use reasonable efforts to deliver the satellite phone and equipment by the requested delivery date but it shall not incur any liability to the Customer in the event of any delay caused by forces and/or other circumstances beyond its control.

4. The Customer will accept the satellite phone and equipment when delivered on or before the delivery date, and if for any reason the Customer fails to accept the package when delivered on or before such date the Customer shall nevertheless be liable for the stated Rental Charge in full, and for the proper and timely return of the satellite phone and equipment to CELLULAR ABROAD.

### CHARGES

5. The Customer will pay the rental charge from the delivery date until the end of the rental period or the date all of the equipment specified in the rental agreement is returned to the shipper for return to CELLULAR ABROAD, whichever is later. Shipper's tracking number is used to determine return date. In absence of a tracking number, the return date will be the date of receipt of equipment by CELLULAR ABROAD. Satellite phone and equipment rental charges apply to full days and fractions thereof. Customer is responsible for proper packaging of equipment for safe return to CELLULAR ABROAD. If return shipping label provided by CELLULAR ABROAD is not used, Customer is responsible for properly insuring package against loss or damage.

6. The Customer will pay the charges for all calls made on the satellite phone after delivery and until it is returned to and accepted by CELLULAR ABROAD or by one of its representatives. CELLULAR ABROAD may increase the call charges as and when it deems appropriate. However, CELLULAR ABROAD will attempt to provide the Customer with reasonable notice of any impending change as soon as it becomes practically possible.

7. The Customer shall be billed at least one (1) minute of airtime for each incoming, outgoing, completed, incomplete or attempted call, in accordance with satellite billing practices or by written agreement.

8. The Customer is responsible for phone service and airtime charges during the entire period that the satellite phone and equipment are rented whether or not Customer personally makes the calls for which the charges are imposed.

9. CELLULAR ABROAD is entitled to bill the Customer, on a delayed basis, at any time after the satellite phone and equipment have been returned for any and all charges for which the Customer shall be responsible pursuant hereto, whether or not CELLULAR ABROAD is aware of such charges at the time of the return of the equipment. All charges and other amounts billed pursuant to this agreement are payable by the Customer at the end of the agreed upon rental period as set forth in these terms and conditions, or if not computed at the end of rental period, then upon demand mailed or faxed by CELLULAR ABROAD to the Customer.

10. The rental charge, the call charges and any other amounts due to CELLULAR ABROAD under this agreement are payable at the initiation of the transaction and before the phone and equipment are shipped by CELLULAR ABROAD to Customer.

#### DEPOSIT

11. A deposit of \$1500.00 U.S. (fifteen hundred Dollars) is authorized to a U.S. credit card to cover the full purchase price of the satellite phone and related equipment. This deposit is in addition to the rental fee for the phone and equipment and any airtime vouchers purchased. The Deposit shall be repaid to the Customer provided all the equipment is returned to CELLULAR ABROAD and any outstanding charges are paid at the end of the rental period in accordance with these terms and conditions.

12. If the satellite phone and equipment are not returned as stated below, then CELLULAR ABROAD at its discretion may retain some or all of the deposit without prejudice to any other right or remedy it may have against the customer.

13. In the event of any loss, damage, theft or disappearance of the equipment while on rental, regardless of circumstances, the Customer shall forfeit to CELLULAR ABROAD the entire \$1500.00 (fifteen hundred Dollars ) deposit, the equivalent to the value of the satellite phone and equipment. CELLULAR ABROAD suggests you contact your credit card company before the rental to determine whether this item will be covered under purchase protection coverage offered by some, but not all, credit card companies.

#### USE OF EQUIPMENT

14. Upon delivery to the Customer, CELLULAR ABROAD will provide instructions and guidelines on the use of the satellite phone and equipment.

15. The Customer will use the satellite phone and equipment in a careful and proper manner, in accordance with the instructions, and in no other manner. Customer agrees to use protective black plastic carrying case to protect the phone and agrees that black plastic case is not suitable as a shipping container for the phone as or as checked baggage on an airplane without additional protective packaging.

16. The customer agrees that he/she will not:

- a. Effect any repairs or modifications to the satellite phone or other rental equipment.;
- b. Remove or interfere with any certification markers affixed to the satellite phone or equipment;
- c. Deface or add to the equipment in any way;
- d. Sublet or allow the use of the equipment by any third party; or
- e. Attempt to dispose of the equipment or to grant any interest in the equipment to any third party.

#### REPAIRS OF EQUIPMENT

17. If the equipment is not in working order when delivered or subsequently malfunctions, the Customer will notify CELLULAR ABROAD or its designated representative immediately.

18. CELLULAR ABROAD will repair or replace the telephone or equipment as soon as possible after it has been notified of the problem by the Customer and, provided the Customer is not in breach of the rental agreement, CELLULAR ABROAD will provide the Customer with the same or similar satellite phone or equipment as soon as possible for a period equivalent to the part of the rental period un-expired when the malfunction occurred.

19. If CELLULAR ABROAD finds that equipment reported as faulty is actually in working order then the Customer will pay the cost of collection and delivery of the replacement satellite phone and/or equipment.

#### LIABILITY

20. CELLULAR ABROAD warrants that the satellite phone and equipment will be in working order when delivered to the Customer but cannot be responsible for the performance of the equipment or the operation of the telephone network to which it is connected.

21. CELLULAR ABROAD MAKES NO OTHER WARRANTIES, GUARANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, ACCURACY, RELIABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR THE SATELLITE PHONE SERVICES FURNISHED UNDER THIS AGREEMENT. SUBJECT TO THIS AGREEMENT THE CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY AND HOLD CELLULAR ABROAD HARMLESS AGAINST ALL CLAIMS, DEMANDS AND LIABILITY ARISING AS A RESULT OF LEASE, POSSESSION, USE, CONDITION, OPERATION OR MISUSE OF THE EQUIPMENT OR THE SATELLITE PHONE SERVICES PROVIDED HEREUNDER WHETHER IN BREACH OF THIS AGREEMENT OR HOWEVER IT ARISES. CELLULAR ABROAD WILL IN NO EVENT BE RESPONSIBLE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE SATELLITE PHONE OR OTHER EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY OR AT ALL.

22. The Customer shall be liable to CELLULAR ABROAD for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce CELLULAR ABROAD's rights under this Agreement.

#### OWNERSHIP

23. The rental equipment, including the transceiver and all accessories will at all times remain the property of CELLULAR ABROAD. The Customer acquires no rights other than temporary use. During the rental period, no service or part replacements are authorized without written approval from CELLULAR ABROAD. The Customer agrees that he/she has examined the equipment and that the equipment is in good working order at the time of receipt.

#### TERMINATION

24. Unless otherwise agreed with CELLULAR ABROAD the Customer shall return the satellite phone and any other rental equipment to CELLULAR ABROAD at the end of the rental period in good working order and in the same condition as when it was delivered to the Customer. The Customer shall return the equipment by Federal Express or comparable overnight courier to the designated CELLULAR ABROAD address and in accordance with shipping instructions provided by CELLULAR ABROAD at time of delivery of the equipment. Should the Customer return the equipment using means other than those specified in the instructions provided by CELLULAR ABROAD at the start of the rental, rental and other charges will continue, and the Customer will remain liable for any damage to the equipment, while the equipment is in transit. Packages returned with any components or pieces missing from the package (kit) provided will continue to

be charged full rental until all such missing components or pieces are returned or replacement value of the equipment is paid.

25. Should the Customer:

- (a) Obtain use of the equipment by any misrepresentation or fraudulent means, or
- (b) Tamper with the satellite phone meter, or
- (c) Use the equipment for any illegal or improper purpose, or
- (d) Otherwise commit a breach of these terms and conditions then CELLULAR ABROAD may, at its option and in addition to other remedies available hereunder at law or in equity, (i) terminate this agreement; (ii) immediately terminate all services to the Customer, and (iii) take immediate possession of the equipment without being obliged to repay any portion of the rental charges. No remedy of CELLULAR ABROAD shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

26. The Customer shall pay the manufacturer's full retail price to CELLULAR ABROAD for any satellite phone or other rental equipment that is damaged or not returned at the end of the rental period.

**APPLICABLE LAW**

27. The laws of the State of California shall govern this agreement.

**GENERAL**

28. The headings in this agreement are for convenience of reference only and shall not affect the meaning or construction of the terms and conditions contained herein.

29. No waiver by CELLULAR ABROAD of any breach of this agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof. This agreement cannot be assigned or transferred by the Customer, nor can this agreement be modified (or any provision waived or modified) except by written instrument signed by CELLULAR ABROAD or its authorized agent. This agreement constitutes the entire agreement between CELLULAR ABROAD and the Customer; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use or rental of the satellite telephone, accessories or other rental equipment, other than as set forth herein.

I, \_\_\_\_\_, agree to the terms and conditions stated above.  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)