



**SATELLITE PHONE/TERMINAL RENTAL AGREEMENT**

**Billing: NAME ON CARD** \_\_\_\_\_

**Billing: Address:** \_\_\_\_\_

**City** \_\_\_\_\_ **ST** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Shipping: Address: (if different):** \_\_\_\_\_

**City** \_\_\_\_\_ **ST** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_ **Email** \_\_\_\_\_

**Geographic Area of Use:** \_\_\_\_\_ **Quantity:** \_\_\_\_\_

**Rental period:** \_\_\_\_\_

Dates of rental – must be completed – does not include shipping days (up to 3 days each way).

**Credit Card Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_ **CCV Code:** \_\_\_\_\_

**EQUIPMENT TYPE (please skip this section if renting a SIM ONLY) \*:**

**August/September rentals will be charged a \$100 rush fee for agreements received less than 5 business days prior to date above.**

- |  |   |
|--|---|
| <input type="checkbox"/> Iridium 9575 (\$95/week; \$325/month) | <input type="checkbox"/> IsatPhone 2** (\$75/week; \$250/month)   |
| <input type="checkbox"/> Iridium GO! (\$75/week; \$250/month)  | <input type="checkbox"/> Inmarsat iSavi (\$125/week; \$400/month) |

\*Standard rental package includes 1 Handheld or iSavi satellite phone/terminal, AC charger and international plug kit, high capacity battery, hard carrying case, and laminated instruction card. All efforts will be made to ship your requested model, however if stock is not available next best model will be sent and price adjusted accordingly.

\*\* IsatPhone 2 and iSavi are not recommended for mountainous terrain or extreme North or South use. Satellites are above the Equator and may not be visible in canyons or when look angle is less than 30 degrees to the horizon.

**AIRTIME:**

- |  |  |
|--|--|
| <input type="checkbox"/> Pay as you go Iridium (\$1.99/min.) | <input type="checkbox"/> Iridium <b>SIM ONLY</b> (\$50/ mo. / \$1.99/min*) |
| <input type="checkbox"/> Prepaid Iridium 100 mins. (\$169)   | <input type="checkbox"/> Pay as you go IsatPhone (\$1.69/minute)           |
| <input type="checkbox"/> Iridium GO! Unlimited Texts (\$150) | <input type="checkbox"/> Prepaid IsatPhone 100 minutes (\$139)             |
| <input type="checkbox"/> Pay as you go iSavi (\$5.00/MB)     | <input type="checkbox"/> Prepaid IsatPhone 200 minutes (\$250)             |
| <input type="checkbox"/> Prepaid iSavi (\$400/100MB)         |  |

\*Sim rental rate "months" begin on the 1<sup>st</sup> of each calendar month and are not prorated from start date prior to the 15<sup>th</sup>.

Outgoing SMS/text messages are \$.49 each on all devices.

**OPTIONAL ITEMS / INSURANCE (check all that apply):**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Spare battery (\$15)                        | <input type="checkbox"/> DC Charger (\$10)                         | <input type="checkbox"/> Equipment Insurance - \$3/day*  |
| <input type="checkbox"/> Spare iSavi battery (\$30)                  | <input type="checkbox"/> 8,000 mAh Battery Bank (\$20)             | <input type="checkbox"/> Global Rescue 7 Days** (\$119)  |
| <input type="checkbox"/> Waterproof Pelican Case (\$20)              | <input type="checkbox"/> External Magnetic Antenna /Adapter (\$20) | <input type="checkbox"/> Global Rescue 14 Days** (\$159) |
| <input type="checkbox"/> 13W Solar panel/8000mAh Battery Bank (\$60) | <input type="checkbox"/> <b>Return Shipping Label (\$30)</b>       | <input type="checkbox"/> Global Rescue 30 Days** (\$229) |
|  |  | <input type="checkbox"/> Global Rescue Annual*** (\$329) |

\*Deductible: \$300.

\*\*Must complete Global Rescue Membership Application – prices shown are for Medical coverage only. Other coverages are available - please see complete application for full rates.

\*\*\*Maximum 45 days per trip

**Special Instructions:** \_\_\_\_\_

**PLEASE NOTE: YOU WILL BE SENT A CONFIRMATION VIA EMAIL OR FAX. IF YOU DO NOT RECEIVE A CONFIRMATION, YOU WILL NOT RECEIVE A PHONE. PLEASE CONTACT US IF CONFIRMATION IS NOT RECEIVED!**

**Explorer Satellite Communications, Inc. • 5201 Ravenswood RD, Suite 110 • Ft. Lauderdale, FL 33312**

**Phone: +1 954-763-8650 • Fax: +1 888-391-9535 • [www.explorersatellite.com](http://www.explorersatellite.com)**

## RENTAL TERMS & CONDITIONS

**(1) Agreement to Rent:** Explorer Satellite Communications Inc. ("EXPLORER") agrees to rent to Customer, and Customer agrees to rent from EXPLORER, the mobile satellite equipment identified in the Rental Addendum (the "Equipment") for the term of the Rental Period, except as otherwise provided herein. The Customer agrees to use the rental equipment with EXPLORER's airtime services only as selected above (hereinafter "Service").

**(2) Equipment Acceptance and Use:** Customer is responsible to understand how to use the Equipment and its accessories and to verify that it is operable. Should Customer not return the phone to EXPLORER within 2 days of receiving the equipment, the equipment shall be deemed operable and undamaged.

**(3) Term:** The term of this Agreement begins on the date shipped (exclusive of the grace period of 3 days) except as otherwise provided herein, will continue until the equipment is returned to EXPLORER as noted in the terms of the effective date and return grace period of 3 days. (the "Term")

**(4) Payments and Charges:** Customer agrees to pay rental charges and, if required by EXPLORER, \$500 per handset security deposit ("Security Deposit") for the Equipment ("Rental Charge") and any other applicable fees prior to shipment to the Customer's designated shipping address. The Security Deposit is not a charge and Customer agrees to provide such deposit prior to shipment of the Equipment. The customer will pay an additional daily rental fee of \$15 per day if Equipment is returned beyond the end of Term.

**(5) Rates, Taxes, Invoicing and Payment:** EXPLORER will invoice Customer monthly for the Service. Customer agrees to pay all applicable activation; monthly service, service usage fees, roaming charges, any value added charges and any applicable sales, usage, excise, ad valorem, property or other taxes or fees now or hereinafter excised by any governmental authority related to the Services. Customer shall pay such taxes directly or reimburse EXPLORER for any such taxes. Payment must be made in U.S. Dollars. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance. Customer agrees to review each monthly invoice to verify accuracy within sixty (60) days of receipt and notify EXPLORER immediately of any discrepancies contained therein and to request any compensation due. Failure to provide notice on the 61<sup>st</sup> day of issuance of an invoice is a waiver of any dispute to the charges.

**EXPLORER reserves the right to change/raise/lower rates for the Service at anytime.**

**(6) Non-Refundable Charges:** In the event that the Customer returns the Equipment prior to the end of the Term, the Customer will not receive a refund for any part of the original rental reserve period. Customer will not receive refunds or discounts on airtime usage related to calling EXPLORER's customer service or technical support numbers.

**(7) Non-Payment / Breach:** A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. In the event of any collections by EXPLORER on unpaid balances, the Customer shall pay EXPLORER all costs associated with the collection including, without limitation, reasonable attorney fees, collection agency, and any other costs incurred by EXPLORER in exercising any of its rights under the Agreement. Customer's credit card will also be charged the applicable airtime charges plus surcharges & fees that may apply. At customer request, EXPLORER will present customer with an itemized call detail record for all calls made by the rental phone usually within 30 to 90 days after the end of the rental.

**(8) Data transmission use & Dropped Calls** - Due to the technical nature of data setups and the inherent sophistication of voice and data transmission through a variety of operating systems, EXPLORER makes no representation as to the success of voice or data calls through the system. Customer agrees that all voice or data call attempts, regardless of ultimate successful transmission and termination, will be paid for. No credit will be given in the event of disputes of this nature. **Dropped calls will not be credited.**

**(9) Use and Inspection:** The Customer will exercise due care with and will permit only qualified personnel to use and operate the Equipment. Customer will not use or operate the Equipment in any illegal manner or for any illegal purpose nor in violation of any law, ordinance or regulation. The Customer will permit EXPLORER or its Agent to inspect the Equipment during the Term with any reasonable notification

**(10) Ownership:** Customer acknowledges that EXPLORER is and shall remain the owner of the Equipment until title is conveyed to the Customer by an attached separate lease/sale or sale agreement. Customer will protect EXPLORER's ownership rights against claims, liens and other encumbrances by Customer's creditors or other claimants against Customer. Customer will not remove, obliterate or obscure markings which identify EXPLORER as owner of the Equipment. Customer will execute and deliver to EXPLORER documents and forms which are reasonably necessary or desirable to protect EXPLORER's ownership and interest in the Equipment, including, if requested financial statements as specified under the Uniform Commercial Code.

**(11) RISK OF LOSS:** Customer will bear sole responsibility for all malfunctions, failures, damage to equipment, accidental or intentional damage, theft or loss except in the case of manufacturing defects and normal wear and tear. In the event of any such damage or loss, Customer will promptly give EXPLORER notice thereof. Customer will then select one of the following options: (I) Pay to EXPLORER an amount equal to the Replacement Value for lost equipment or a fraction thereof for damaged equipment.. In such case, the rental charges and other obligations of the Customer shall continue until the payment is made. After payment is made this Agreement will terminate as to the Equipment involved; or (II) Request that EXPLORER repair or replace the damaged or lost equipment, and pay to EXPLORER the cost of such repair or replacement. In such case, the rental charges and other obligations of the Customer shall continue during the period of repair or until replacement. If EXPLORER is unable to repair or replace the equipment then option (i) shall apply.

**(12) MAINTENANCE :** EXPLORER or its authorized agent will be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition. Customer will deliver the Equipment to EXPLORER or its agent for maintenance and Customer will pay all costs for shipment to EXPLORER or its agent and shall be liable for any loss or damage during transportation. EXPLORER or its agent will return the Equipment to the Customer and Customer shall be liable for any loss or damage during transportation. When available, and as requested by the Customer, maintenance may be effected at the Customer's location; in which case Customer will pay for the transportation and labor costs of EXPLORER or its authorized agents in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer for malfunctions and failures due to manufacturing defects and normal wear and tear.

Customer's initials

Malfunction or failure of operation covered by this section will entitle the Customer to a reduction in rental charges on a pro-rated basis for a period commencing on the day the malfunction or failure is reported to EXPLORER in sufficient detail to enable EXPLORER or its agent to commence necessary repairs, and ending on serviceable condition. In no event will EXPLORER be liable for any loss of profits, indirect, consequential or other damages resulting from any failure of the Equipment. The customer will not open the Equipment's housing, alter or repair or permit the alteration or repair of the Equipment, or make any attachments thereto, without the prior written approval of EXPLORER, Inc

**(13) Return of the Equipment:** Upon return of the equipment, there will be an immediate charge for components that are damaged or missing from the shipment based on the retail value of the components specified in this agreement. A complete list of retail prices is available on EXPLORER's website, [www.explorersatellite.com](http://www.explorersatellite.com), or is available upon request.

**(14) NOTICES**

All notices and other communications required or permitted to be given under this Agreement will be in writing and will be effective when delivered personally, when sent by confirmed fax, U.S Mail, or by certified courier addressed to the parties at their respective addresses set forth below, unless by such notice a different person or address shall have been designated.

**EXPLORER:**

5201 Ravenswood Road  
Suite 110  
Ft. Lauderdale, FL 33312

**(15) Export Regulations** - The Customer will not engage in exporting, diverting or re-exporting Equipment in a way inconsistent with US export laws.

**(16) Value added Services:** EXPLORER may provide through advertisements certain optional emergency services or other add-ons through third parties. The Customers purchase, participation, contracting or any other dealings with third party service providers even if billed on an Explorer Invoice are solely between the Customer and such third party and such third parties may provide the Customer with other offers and services for which may be incorporated into the equipment or services purchased from EXPLORER. The customer agrees that EXPLORER shall not be responsible for any loss or damage of any sort which is incurred as a result of any such dealings or as the result of the use of such third parties services or products. Moreover, EXPLORER provides no endorsement, warranty or guarantee for any third party products or services provided by any third party.

**(17) Limitation Of Liability:** The Services provided by EXPLORER may be temporarily interrupted, delayed or otherwise limited and are not available everywhere in the world. EXPLORER makes no representation that it can provide uninterrupted service. Furthermore, EXPLORER shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of EXPLORER and for which it's maximum liability is the cost of the Services. Further, EXPLORER shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond EXPLORER's control.

**EXPLORER MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. EXPLORER SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

**(18) Subscriber Terminals and Equipment:** Unless provided otherwise, EXPLORER is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement including pre-paid minutes or other pre-loaded add-ons.

**(19) Licensing:** Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. EXPLORER does not guarantee any authority to radiate from territories other than those allowing trans-border operations of equipment.

**(20) Contract location and Governing Law:** The parties agree this Agreement was executed in Florida and the law of the State of Florida shall govern the interpretation of this Agreement.

**(21) Venue:** CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY EITHER PARTY AGAINST THE OTHER ARISING IN ANYWAY CONCERNING THIS AGREEMENT SHALL ONLY BE BROUGHT IN STATE COURT IN FLORIDA. FURTHER, BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVES ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM

I acknowledge that I have read and understand all the terms and conditions included in all pages of this Agreement and I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above at "Customer Billing Information") and I have submitted this application in my official capacity as indicated below at "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize Explorer Satellite Communications, Inc. or its' representatives to access and review the information and references identified in this application, and all other relevant information and materials for the purpose of identifying the financial status and creditworthiness of the Customer.

X

DATE: \_\_\_\_\_

CUSTOMER SIGNATURE

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Explorer Satellite Communications, Inc.

**EQUIPMENT MUST ARRIVE BY (date): \_\_\_\_\_ VERY IMPORTANT!**

*Best if delivered at least one day prior to your departure.*

**August/September rentals will be charged a \$100 rush fee for agreements received less than 5 business days prior to date above.**

Customer's initials

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