

RENTAL APPLICATION

pivotel.com



Complete the Rental Application - save the form locally and email to rentals@pivotel.com

Pivotel Connected LLC
3224 Wrights Ferry Road
Louisville, TN 37777 USA
Email: rentals@pivotel.com
US: +1-877-379-8723
INTL: +1-865-379-8723

Application No.

Date / /

YOUR INFORMATION

Tax ID	<input type="text"/>	Date of Birth	<input type="text"/> / <input type="text"/> / <input type="text"/>
Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/>	<input type="text"/>	Trading Name	<input type="text"/>
Company Name	<input type="text"/>	(If applicable)	<input type="text"/>
Street Address	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP Code	<input type="text"/>
Billing Address	<input type="text"/>	Country	<input type="text"/>
State	<input type="text"/>	ZIP Code	<input type="text"/>
Telephone No.	<input type="text"/>	Mobile	<input type="text"/>
(Daytime)	<input type="text"/>	Email	<input type="text"/>
Emergency Contact	<input type="text"/>	Email	<input type="text"/>
Contact No.	<input type="text"/>	Mobile	<input type="text"/>
(Daytime)	<input type="text"/>	Relationship	<input type="text"/>

YOUR IDENTIFICATION At least one form of ID is required.

Social Security No.	<input type="text"/>	Enquiry Password	<input type="text"/>
Drivers License/Passport No.	<input type="text"/>	Expiry Date	<input type="text"/>

CREDIT CARD INFORMATION

Card Holders Name	<input type="text"/>	Card No.	<input type="text"/>
Card Type	<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> Discover	Expiry Date	<input type="text"/> / <input type="text"/>
<input type="checkbox"/> Credit Application Attached <small>(Eligible products only)</small>		CCV	<input type="text"/>

SATELLITE SERVICE & EQUIPMENT

Rental Bundle	<input type="checkbox"/> Iridium 9555 \$62.22/week rental \$1,080.00 purchase price	<input type="checkbox"/> Iridium 9575 \$72.21/week rental \$1,295.00 purchase price	<input type="checkbox"/> Iridium GO! Pay As You Go \$82.21/week rental \$799.00 purchase price
	<input type="checkbox"/> Iridium GO! Unlimited \$109.98/week rental \$799.00 purchase price	<input type="checkbox"/> IsatPhone 2 \$43.99/week rental \$749.00 purchase price	<input type="checkbox"/> Thuraya XT-Pro Dual \$58.99/week rental \$995.00 purchase price

Rental Start Date	<input type="text"/>	Rental End Date	<input type="text"/>
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*Standard rental bundles includes 1 satellite phone/terminal, battery, AC/DC charger with international adapters, Pivotel SIM, customer satellite phone hard carry case, quick start guide, dialling instructions, copy of rental contract, and return shipping label.

** IsatPhone 2 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.

TERMS OF APPLICATION

You agree that this is an application by you to Pivotel Connected LLC ("Pivotel") for connection to and the supply of telecommunications services (the "Pivotel Service"). You acknowledge that Pivotel may decline your application without providing you a reason. You agree that if your application is accepted by Pivotel your use of Pivotel Services will be according to Pivotel's Standard Agreement (a summary of the material terms of which have been provided to you). You acknowledge that you have read the summary, which includes information relating to you discontinuing your use of Pivotel Services either prior to, at the end of, or anytime after the end of your initial term. The summary also advises that fees and charges are payable by you during your agreement with Pivotel, and upon termination, if you terminate before the end of your initial term. You can obtain a copy of Pivotel's Standard Agreement from Pivotel upon request, or by visiting pivotel.com. The acknowledgment below sets out the initial term of your rental agreement with Pivotel. By signing below, you acknowledge that the items below have been properly explained to you and that you have read and agreed to be bound by the terms of this application and, if accepted, by Pivotel's Standard Agreement. You acknowledge that your agreement to be bound applies even if you are attempting to port a number and the port fails. Additionally, you warrant that the information you have provided to Pivotel as set out in this application is accurate. If your application is accepted, you consent to Pivotel using your personal information in accordance with the terms of Pivotel's Standard Agreement. Your application will be deemed accepted upon your connection to the Pivotel Service.

I have been provided a Rate Sheet which includes a schedule of the main rates for my selected Pivotel Service Plan. I have been provided with the Pivotel Fair Use Policy that applies to my Pivotel Service Plan, I understand the policy and agree to comply with the terms of the policy. I understand that my application for service is subject to the Terms of Application and the Pivotel General Terms and Conditions shown on this Service Application. I understand there is a minimum cost associated with my application for service which includes any activation fee and the monthly charges for the minimum term of my contract.

Applicants Signature	<input type="text"/>	Name of Signatory (Please Print)	<input type="text"/>	Date	<input type="text"/> / <input type="text"/> / <input type="text"/>
Salespersons Signature	<input type="text"/>	Name of Signatory (Please Print)	<input type="text"/>	Date	<input type="text"/> / <input type="text"/> / <input type="text"/>

Pivotel Rental Agreement Terms and Conditions

(1) **Agreement to Rent:** Pivotel Connected LLC ("Pivotel") agrees to rent to Customer, and Customer agrees to rent from Pivotel, 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 Pivotel'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 Equipment to Pivotel 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, and will continue until the Equipment is returned to Pivotel 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 Pivotel, \$500 per Equipment 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 each day if the Equipment is returned beyond the end of the Term.

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

Pivotel reserves the right to change/raise/lower rates for the Service at any time.

(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 Pivotel'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 Pivotel on unpaid balances, the Customer shall pay Pivotel all costs associated with the collection including, without limitation, reasonable attorney fees, collection agency, and any other costs incurred by Pivotel 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, Pivotel will present customer with an itemized call detail record for all calls made by the Equipment.

(8) **Data transmission use & Dropped Calls -** Due to the technical nature of data setups and the inherent complexity of voice and data transmission through a variety of operating systems, Pivotel 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 Pivotel or its Agent to inspect the Equipment during the Term with any reasonable notification.

(10) **Ownership:** Customer acknowledges that Pivotel is and shall remain the owner of the Equipment until title is conveyed to the Customer by an attached separate lease/sale or agreement. Customer will protect Pivotel'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 Pivotel as owner of the Equipment. Customer will execute and deliver to Pivotel documents and forms which are reasonably necessary or desirable to protect Pivotel'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 Pivotel notice thereof. Customer will then select one of the following options: (I) Pay to Pivotel 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 Pivotel repair or replace the damaged or lost equipment and pay to Pivotel 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 Pivotel is unable to repair or replace the equipment, then option (i) shall apply.

(12) **MAINTENANCE:** Pivotel 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 Pivotel or its agent for maintenance and Customer will pay all costs for shipment to Pivotel or its agent and shall be liable for

any loss or damage during transportation. Pivotel 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 Pivotel 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. 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 Pivotel in sufficient detail to enable Pivotel or its agent to commence necessary repairs, and ending on serviceable condition. In no event will Pivotel 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 Pivotel, 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 commencing on the retail value of the components specified in this Agreement. A complete list of retail prices is available on Pivotel's website, www.pivotel.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.

Pivotel:
2 Oakwood Blvd
Suite 200
Hollywood, FL 33020
United States of America

(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:** Pivotel 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 a Pivotel 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 Service purchased from Pivotel. Customer agrees that Pivotel 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, Pivotel 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 Pivotel may be temporarily interrupted, delayed or otherwise limited and are not available everywhere in the world. Pivotel makes no representation that it can provide uninterrupted service. Furthermore, Pivotel shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of Pivotel and for which its maximum liability is the cost of the Service. Further, Pivotel 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 Pivotel's control. PIVOTEL 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. PIVOTEL 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, Pivotel 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. Pivotel 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 WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.