

# POCWIFI RENTAL SERVICE AGREEMENT TERMS AND CONDITIONS

This Rental Service Agreement comprises these terms and conditions (**Terms and Conditions**) and the rental document setting out particulars of the hire arrangement attached (**Term Sheet**). This Rental Service Agreement sets out the terms and conditions on which Pocwifi Data Services (Pty) Ltd (Pocwifi) or its licensee (partner) are to hire to the Hirer a wireless communication device and peripheral equipment (the "Equipment"), including, but not limited to, wireless devices, mobile hotspots, user guides, USB cables, and related or additional services (the "Services") which are described herein or included in any agreement between Hirer and Pocwifi for products and/or services ("Agreement"). In order to place an order with our company, you must read and agree to the terms and conditions below. It is your responsibility to read and understand the terms and conditions completely and thoroughly, so please do not hesitate to contact Pocwifi if you have any questions. If the Hirer places an order via Pocwifi's web site ([www.Pocwifi.com](http://www.Pocwifi.com)), this will constitute the Hirer's acceptance of the Terms and Conditions. If the Hirer places an order in-person or via email, telephone, fax, or any other method, acceptance of the Equipment shall constitute the Hirer's acceptance of these Terms and Conditions.

## AUTHORISATION

If the Hirer is an entity other than an individual, the person signing the Agreement represents and warrants that he/she has been properly authorized and empowered to enter into the Agreement on behalf of such entity.

## DESCRIPTION

Pocwifi will let, and the Hirer will take on hire, the Pocwifi Equipment.

## HIRE TERM

1. The Hirer shall hire the Equipment for the period commencing at the time and on the date specified in the Term Sheet as *Hire Start Time* and concluding at the time and on the date specified in the Term Sheet as *Hire End Date (Hire Period)*.
2. If the Hirer is picking up the Equipment from a physical collection point designated by Pocwifi, the Hirer is required to advise how they will be returning the Equipment including their intended physical drop-off point or intention to return the unit by courier.
3. The Hirer must return the Equipment to Pocwifi or one of its accredited partners (as indicated by the hirer when renting the Equipment) before the end of the agreed Hire Period.
4. The Hirer will, at or before the end of the Hire Period, either deliver the Equipment to the place for return specified in the Term Sheet (or to such other place as agreed in writing with Pocwifi) or obtain Pocwifi's consent to the continuation of hire (in which case the Hirer shall pay additional hire charges for the extended Hire Period). If the Hirer fails to comply with this clause, the Hirer shall be liable for additional charges for the late return of the Equipment as set out in this Rental Service Agreement.
5. The minimum Hire Period is one day (24 consecutive hours).
6. The Hirer will pay daily charges from the Date they physically receive the Equipment until the Return Date (the date in which the Hirer returns the Equipment) for all of the Equipment specified in the Terms and Conditions until the Equipment is returned to and accepted in writing by Pocwifi or our partners. Each additional day will be calculated from the *Hire Start Time*, on the *Return Date*.
7. Equipment rental charges apply to full days only (not fractional days).
8. Pocwifi is entitled to bill the Hirer, on a delayed basis, at any time after the Equipment has been returned for any and all charges for which the Hirer shall be responsible pursuant hereto, whether or not Pocwifi is aware of such charges at the time of the return of the Equipment.
9. All charges and other amounts billed pursuant to this Agreement are payable by the Hirer at the end of Rental Period, or if not computed at the end of Rental Period, then upon demand given by Pocwifi to the Hirer.

## EQUIPMENT DELIVERY

10. Pocwifi will take responsibility for the Equipment during transportation to the Hirer's address as designated by the Hirer.
11. Standard courier delivery dates are business days (non-holidays) Monday through Friday.
12. Pocwifi will use reasonable efforts to deliver the Equipment prior to the requested Delivery or Pick-up Date (the date the Hirer is scheduled to begin travelling), but it shall not incur any liability in the event of any delay caused by force majeure or other circumstances beyond its control.
13. The *Hirer* will accept the Equipment when delivered on or before the specified delivery date, and if for any reason the Hirer fails to accept the Equipment when delivered on or before such date, the Hirer shall nevertheless be liable for the stated Rental Charge and any applicable cancellation charge per the Terms & Conditions in which the Equipment was ordered.
14. If the Hirer is not present when the Equipment is delivered to the Hirer's address, the Hirer is authorizing Pocwifi and its agent or Delivery Company to drop off the Equipment at the Hirer's shipping address. From the time the equipment is delivered to the Hirer's address, the Hirer is responsible for the care of the Equipment.

## III. Charges

15. The Rental Charge is charged to the Hirer's credit card upon placement of customer order. Any other amounts due to Pocwifi under this Agreement are payable at the end of the Hire Period.
16. Late fees are charged at the Standard Daily Rate, per day/per unit.
17. The Hirer shall be liable for and obligated to pay Pocwifi 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 Pocwifi's rights hereunder.

## PRICING

The following are the prices charged for Pocwifi's equipment and services.  
Pocwifi offers a global rate of – US dollars \$10.00 per day.  
Pocwifi do have promotions from time to time and regional prices may apply.  
Prices are subject to change without prior notice.

## Fair Usage Policy (FUP)

Pocwifi negotiates discounted wireless data rates with carriers worldwide and passes those savings on to you. While pocwifi does not regulate your data usage (you pay a flat rate regardless of usage), our renters are subject to each carrier's Fair Usage Policy.

Fair Usage Policies are implemented by Internet Service Providers (ISPs) in order to apply a bandwidth cap to a user when a channel shared by many users becomes overloaded or may already be overloaded. These caps vary by carrier and the terms and implementation of the policies are under the ISP's control. We recommend avoiding certain things that commonly use large amounts of data: streaming video websites and services, cloud based backup or online storage applications, and applications that send or receive data automatically including backup and update services. Pocwifi cannot always override any application of a Fair Usage Policy. If you exceed an ISP's Fair Usage Policies they may throttle your usage by slowing down your data speed for a period of time. This excessive data usage will not result in any additional costs for your rental,

## **BOND & INSURANCE**

The Hirer is required to pay a bond of \$200 to cover the cost of the device in case it is damaged, lost or stolen during the hire period. A credit card pre-authorisation for \$200 is acceptable as a surety as is cash.

Insurance is available for purchase at an additional charge, (\$2 per day) which provides coverage for any damage, loss (including theft) of all Equipment, after a \$100 deductible (note that the deductible is on top of the insurance cost).

In simple terms, if you purchase insurance, your maximum liability (i.e. the maximum you would be charged) for any damage, loss or theft is \$100. Without insurance, you would be charged the full replacement cost as follows: \$200 per Pocwifi device. In the event that all Equipment is lost or damaged, the total charge payable is \$225. Damaged equipment is defined as equipment that is no longer fit for re-use, including cosmetic damage that significantly deteriorates the user experience (e.g. cracked case).

## **FEES FOR DAMAGED OR LOST ITEMS**

The device - \$200.00

Charging cable - \$15.00 each

Netting carry bag - \$10.00 each

## **CANCELLATION FEES**

If booking is cancelled within Three (3) business days prior to pick-up or delivery a full refund will be given, any bookings cancelled with Three (3) days or less prior to pick no refund will be given, (rental charge only).

If a device is returned late (via courier) between 5 -10 days a late drop fee will of \$50 will be applied to the contract, 10 days and more a fee of \$200 will be applied, plus any data usage / consumption.

## **PAYMENT**

18. If the Hirer is having any difficulty with using the Service while at their destination, the Hirer must notify Pocwifi within the Rental Period in order to qualify for any possible refund or discount to a Charge. Any refund or discount to a Charge is provided solely at Pocwifi's discretion.

19. Hirer must notify Pocwifi in writing of any final disputes regarding Charges within 30 days of receipt of the invoice, or final payment notification, containing the disputed Charge or else the right to dispute the Charge will be waived.

20. Pocwifi may charge transaction fee surcharges in connection with the use of a credit card by the Hirer if applicable.

21. Pocwifi will deduct all charges due and payable under this Rental Service Agreement from the Hirer's credit card during or after the Hire Period is completed, or the Hirer may pay such charges as agreed with Pocwifi, such choice to be at Pocwifi's sole discretion.

22. The Hirer expressly and irrevocably authorises Pocwifi to deduct all charges determined by Pocwifi in its sole discretion to be payable under this Rental Service Agreement from the Hirer's credit card and such authority shall not be revoked without the prior written approval of Pocwifi.

23. The Hirer agrees that in the event of a dispute arising as to whether a fee has been appropriately charged to the Hirer's credit card, the Hirer will not seek to have the charge on the Hirer's credit card reversed, but will rather contact Pocwifi directly to discuss whether the charge has been applied in error.

24. By providing Pocwifi with a Credit Card, the Hirer represents that he or she is authorized to make charges on such account.

25. Pocwifi accepts Visa and MasterCard and payments of rental periods and damage deposits may also be made by debit card or cash.

26. At Pocwifi's sole discretion, we may establish invoicing for corporate or other customers.

## **How does Pocwifi protect your data?**

27. If any security is needed to protect information such as credit card details we use **Secure Socket Layer (SSL)** technology encryption software.

## **Our Commitment To Data Security**

28. The security of your personal information is important to us. When you enter sensitive information (such as your payment card number) during any registration or booking process, we encrypt that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the personally identifiable information and personal data submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

With this in mind we would ask you not to enter any payment card number into fields on our websites, unless that the field is specifically marked for that purpose.

## **HIRER'S OBLIGATIONS**

### **I. Use of Equipment**

29. Upon delivery to the Hirer, Pocwifi will provide instructions on the use of the Equipment by way User Guide which will be provided via a printed or electronic PDF File, or email version.

30. The Hirer will use the Equipment in a careful and proper manner and in accordance with the instructions within the User Guide and in no other manner. The Hirer will ensure all reasonable care is taken in handling the Equipment.

31. The Hirer will ensure that the Equipment is left securely when not in use;

32. The Hirer will not effect any repairs or modifications to the Equipment, or attempt to reverse engineer the Equipment;

33. The Hirer will not remove or interfere with any certification markers affixed to the Equipment;

34. The Hirer will not deface or add to the Equipment;

35. The Hirer will not sublet or allow the unsupervised use of the Equipment by any third party;
36. The Hirer will not attempt to dispose of the Equipment, or encumber or grant any interest in the Equipment to any third party.
37. During the Use of Equipment, the Hirer should contact Pocwifi with any trouble or customer support issues in order to provide Pocwifi the opportunity to resolve any difficulties.
38. Pocwifi does not guarantee the use of Voice over IP (VoIP) applications such as Skype, Google Voice and WeChat etc.
- II. In The Event of Loss or Damaged Equipment
39. In the event that your Equipment has been lost, damaged, stolen, or disappeared, notify Pocwifi or your partner immediately.

### III. Repairs or Damaged Equipment

40. If the Equipment is not in working order when received by the Hirer or subsequently malfunctions then the Hirer will notify Pocwifi immediately.
41. Pocwifi will repair or replace the Equipment as soon as possible after Pocwifi has been notified of the problem by the Hirer, and provided the Hirer is not in breach of its agreement with Pocwifi, Pocwifi will provide the Hirer with the same or similar equipment (which shall constitute Equipment for purposes of this Agreement) as soon as possible for a period equivalent to the part of the Rental Period unexpired when the malfunction occurred.
42. If Pocwifi finds that Equipment reported as faulty is in working order then the Hirer will pay the cost of collection and delivery of the replacement Equipment in addition to the \$200 fee for damaged Equipment.

### IV. Ownership

43. The Equipment will at all times remain property of Pocwifi. Hirers have no rights other than temporary use. During the Rental Period, no service or part replacements are authorized without the written approval of Pocwifi

### V. Applicable Law

44. This Agreement shall be governed by the laws of the Commonwealth of New Zealand and Australia, without giving effect to its choice of laws or provisions.

### VI. Liability, In-Country Service, & Representations

45. Our instruction to our data suppliers is to serve our Hirers with unlimited high-speed broadband internet through a 3G mobile network.
46. Pocwifi warrants that the Equipment will be in working order when it is delivered to the Hirer, but Pocwifi cannot be responsible for the performance of the Equipment or the operation of the networks to which the Equipment is connected.
47. The Hirer acknowledges that Services may be temporarily interrupted (including dropped calls or weak signals), delayed, or otherwise limited due to a variety of causes, including but not without limitation to transmission limitations or interruptions, atmospheric conditions, system capacity limitations, network coverage, cell tower location / placement, wireless signal strength, network system, or equipment failure. The Hirer's particular geographic location within a country, building, or structure, as well as a variety of other related causes, may also affect the Equipment performance.
48. The Hirer is responsible for checking the Pocwifi network coverage map to affirm that network coverage is available in the Hirer's desired geographic location.
49. Pocwifi makes no other warranties, guarantees 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 cellular phone or data services furnished under this agreement.
50. Pocwifi does not represent that hirer's use of the products or services will be secure, timely, uninterrupted or error free or that the service will meet hirer's requirements or that all errors in the service will be corrected or that the system that makes the service available will be free of viruses or other harmful components.
51. Subject to these Terms and Conditions, the Hirer shall be solely responsible for and shall indemnify and hold harmless Pocwifi against all claims, demands and liability arising as a result of the lease, possession, use, condition, operation or misuse of the Equipment by Hirer or third parties, or of the services provided hereunder, whether in breach of these Terms and Conditions or otherwise arising howsoever. This indemnity provision shall survive the termination of this Agreement.
52. Pocwifi will in no event be liable for nor shall the hirer make any claim against Pocwifi for any liability, claim, loss, injury, damage or expense of any kind (including lost profits) whether direct, indirect, incidental or consequential caused by the equipment or the failure of the equipment to operate correctly or at all, or for any delay, faultiness (such as degradation of service) or failure of the services.
53. The Hirer shall be liable to Pocwifi 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 Pocwifi rights under this Agreement.
54. Pocwifi reserves the right to deactivate the Equipment at any time and without notice to the Hirer, in the event that Pocwifi detects unusually high usage or possible fraud in accordance with general operating practices and procedures in the cellular industry, and Pocwifi shall have no liability whatsoever to the Hirer for such deactivation.

**PRIVACY STATEMENT** Pocwifi has collected information from the Hirer for the purposes of assessing the Hirer's request to hire a portable wifi modem and completing this Rental Service Agreement. The Hirer acknowledges that Pocwifi will collect, hold and use the Hirer's personal information for purposes related to the hire of the Equipment and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by Pocwifi. Pocwifi may also disclose personal information to its related companies, agents, assigns, associates and transferees for these purposes. The Hirer further acknowledges that such personal information may be disclosed to debt collection agencies and/or the Hirer's credit card provider in the event that the Hirer defaults on the payment of any monies owing to Pocwifi, and the Hirer authorises the disclosure of his or her personal information for such purposes. Under the Privacy Act 1988, individuals have rights of access to and correction of their personal information.