

TERMS AND CONDITIONS OF BRCELLULAR PHONE PURCHASE PROGRAM

BRCellular Phone Sales ("Lessor") sales to Customer portable cellular or satellite telephone and equipment including the transceiver, batteries, charger, antenna and accessories (hereinafter collectively referred to as "Equipment") as requested in attachment of this Agreement, and in consideration thereof, Customer agrees to the following:

1. This agreement consists of the conditions stated on this page and on the reverse side. "Customer" means the person(s) signing this Agreement and any other party to whom the charges incurred are billed at the express direction of such party, both of whom are jointly and severally liable for such charges. In the event Customer accepts and uses the Equipment, Customer agrees to be bound by the terms of this Agreement regardless of whether this Agreement is signed or not.

2. The equipment is and remains the property of the Lessor. Customer acknowledges he or she acquires no rights hereunder other than the use of the Equipment. While the Equipment is on purchased to Customer, any service to or replacement of the Equipment is not permitted.

3. A credit card authorization or security deposit will be secured from the Customer's credit card listed on the reverse side of this document.

4. Customer shall return the Equipment to lessor on the return date stated here in, or sooner, upon request of Lessor, in the same condition as received. Except in the event of an authorized purchased time extension, if the Equipment is not physically returned to the Company by the due date, then the Company may impose an additional handling fee of up to \$100 per Cellular Phone. In the event of loss, damage or theft of Equipment while on purchased to Customer and caused by or arising out of Customer's care, control, possession, operation or use of Equipment, the Customer shall indemnify and hold harmless from and against any and all such loss, damage, theft or disappearance or any other related expense which may be incurred by Lessor. In such event, Customer shall pay Lessor, on demand, the amount of such damages or expenses (or the missing Equipment replacement costs).

5. a.) Theft coverage for a cellular phone purchased is available upon Customer's request at an additional charge of \$2.49 per phone per day by selecting the word "Yes" in the appropriate section for purchasing the Loss/Damage Waiver with a \$100 deductible on each missing equipment. If Customer elects not to accept the Loss/Damage waiver and in the event of loss, damage, theft or disappearance of the portable phone while on purchased, whether or not due to the fault of the Customer, Customer shall pay lessor, on demand, the amount of the damage (or the replacement cost of the missing Equipment in the event of loss, theft or disappearance) and the Lessor's repair and/or installation expenses. To insure valid coverage, Customer must provide evidence of theft by a copy of a written police report, submitted to BRCellular Phone Purchaseds within 24 hours of reporting loss to Lessor. If Customer does not purchase the Loss/Damage waiver, Customer will be charged the full replacement value of all damaged or missing Equipment as follows: Cellular Phone \$450.00, Case \$25.00, Battery \$100.00, Charger \$185.00, Car adapter \$65.00. Tax will also be charged. Customer is responsible for all airtime charges billed to the phone until the number is deactivated by the carrier.

5. b.) Theft coverage for satellite phone purchased is available upon Customer's request at an additional charge of \$9.95 per phone per day by selecting the word "Yes" in the appropriate section for purchasing the Loss/Damage Waiver with a \$650 deductible for loss or damage to the handset. If Customer elects not to accept the Loss/Damage waiver and in the event of loss, damage, theft or disappearance of the satellite phone while on purchased, whether or not due to the fault of the Customer, Customer shall pay lessor, on demand, the amount of the damage (or the replacement cost of the missing Equipment in the event of loss, theft or disappearance) and the Lessor's repair and/or installation expenses. To insure valid coverage, Customer must provide evidence of theft by a copy of a written police report, submitted to BRCellular Phone Purchaseds within 24 hours of reporting loss to Lessor. If Customer does not purchase the Loss/Damage waiver, Customer will be charged the full replacement value of all damaged or missing Equipment as follows: Satellite Phone \$1500.00, Case \$25.00, Battery \$140.00, Charger \$185.00, Foreign charger adapters \$100, Leather carry case \$45, Car adapter \$65.00. Tax will also be charged. Customer is responsible for all airtime charges billed to the phone until the number is deactivated by the carrier.

6. All charges and other amounts billed pursuant to this Agreement are payable by credit cards acceptable to Lessor by Customer at conclusion of purchased, and Customer authorizes Lessor to process a credit card voucher in Customer's name for charges created by this Agreement. Charges and other amounts billed under other credit cards acceptable to Lessor are payable in accordance with the terms of the card issuer's

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or Lessor's statement or invoice. If payment is made by credit card, the Company shall have the right to submit an unsigned credit card charge form for the purpose of transacting debits or credits to Customer's account, specifying that Customer's signature is on file. Company shall have the right to determine the method of payment of any refunds due, whether by cash, check or issuance of a credit to credit card account, regardless of the method by which Customer paid for the purchased charges. Any amounts received later than 10 days after the Equipment is returned must include a late charge of 5% of the amount due, with a minimum charge of \$25.00 per cellular phone. All accounts delinquent 30 days or more will be charged interest at the rate of 1 1/2% per month (18% per year) on the outstanding balance. Customer acknowledges that Lessor requires immediate payment for services rendered. If Customer purchased period spans two billing cycles, Company has the right to issue and charge a second or third invoice for services not previously charged.

7. Subject to paragraph 6 hereof, Customer shall pay Lessor on demand the sum of:

- Equipment purchased charges, cellular phone metered minutes, pick-up charges, delivery charges, and other charges for long distance or call related usage are computed at the rates specified hereon. Total airtime charges are determined by the number of minutes during which the Equipment is in use for outgoing and incoming calls. On outgoing calls, charges commence when the "send " key is pressed. Unanswered incoming calls are not charged. The total number of minutes of airtime usage is determined by reading the factory-installed, non-reset, electronic commutative timer of the cellular phone at the time the Customer takes physical possession of the Equipment and again at the time the Equipment is returned to the Company. Customer understands and acknowledges that the charges may include required minimum usage of the cellular phone during the purchased period. Customer's usage is based on the phone usage meter only and usage is rounded to the next whole minute. Metered minutes may vary from the actual completed call minutes. Customer agrees with cumulative usage meter "out" stated on contract and agrees to have Lessor read and record the actual meter "in" upon return. CUSTOMER AGREES THAT PAYMENT OF USAGE CHARGES WILL NOT BE WITHHELD BY CUSTOMER PENDING RECEIPT OF CALL DETAIL.
- Applicable sales, use, transaction and /or excise taxes, and any amounts charged by Lessor as reimbursement for taxes paid.
- Lessor's cost, including reasonable attorney's fees, incurred in collecting charges due hereunder, or in recovering Equipment. All charges are subject to final audit. If upon final audit, an error is found in an earlier calculation or if additional call charges are discovered, Customer shall pay the corrected charges or additional charges, and in this connection, Customer authorizes Lessor to correct any charge card receipt or invoice signed by Customer to reflect the corrected charges.
- Airtime will be estimated and billed on a weekly basis of 140 minutes for purchased periods in excess of one week, and in other circumstances where meter readings are unavailable (i.e. loss, damage, etc.) International long distance, domestic long distance, roaming calls and other amounts billed to Lessor will in turn be billed to Customer's credit card. International long distance will be billed to customer's credit card at an additional \$1.95 per minute (international long distance calls placed from Armenia, Indonesia, Albania, Russia, Belarus, Chad, Afghanistan, Kenya, Russia, Ukraine, Kazakhstan and Philippines are subject to long distance fees of \$5.95 per minute of use in addition to airtime charges) roamer surcharges will be billed to customer's credit card at an additional \$.49 per minute, user billed services (900, 976, etc.) and operator assisted toll charges directly billed to Equipment, will in turn be billed to Customer's credit card at 150% of actual charges. All collect calls shall be the responsibility of the Customer and the Lessor reserves the right to charge the Customer for such billing up to 120 days from the purchased return date.

8. Lessor has contracted with cellular service company for the cellular phone service to be used in conjunction with the portable cellular phone. Neither the Lessor nor the establishment from which the Equipment is rented make any warranty of any kind, nature or description, express or implied, as to the merchantability or fitness for any particular purpose of the Equipment or the portable phone service. Neither the Lessor nor the Establishment from which the phone is rented shall in any event be liable for any direct, special, consequential or other damages in connection with or arising out of the furnishing, performance, or use of the Equipment, including any claims based upon failure to honor a portable cellular phone reservation as requested by the Customer, whether due to Lessor's negligence or otherwise.

9. Customer agrees to indemnify an hold harmless Lessor from and against any and all loss, liability or expense which may be incurred by Lessor, caused by or arising out of Customer's care, custody, control, possession, operation or use of portable phone.

10. Customer acknowledges that the Equipment received from Lessor is in good working order. Customer will be responsible for all purchased charges (including minimum charges) regardless of whether the Equipment functions properly or not, unless Customer (i) notifies Lessor of any problems within 24 hours of receiving Equipment and (ii) returns Equipment to Lessor within 48 hours of receipt.

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11. Lessor does not guarantee uninterrupted service and shall not be liable for the inability of Customer to complete telephone calls due to circumstances beyond the reasonable control of Lessor. Customer acknowledges that the Equipment may not function in certain geographic areas, such as (i) within some steel and concrete buildings, (ii) in basements or parking garages, or (iii) in some rural, coastal or mountainous areas.

12. If Customer has directed the billing for charges hereunder to be transmitted to another person, firm, or organization which, upon being so billed, has failed to make payments, then Customer shall, upon being billed, promptly pay said charges.

13. In the event Customer violates the terms and conditions of this Agreement or Customer has furnished Lessor or its agents false information, Lessor has the right to terminate this Agreement with Customer and Customer shall return Equipment, and all charges in connection therewith shall become immediately due and payable. Lessor may terminate this Agreement or disconnect telephone service at any time for any reason.

14. No term or condition of this Agreement may be waived or modified as to Lessor except by written instrument signed by Lessor's authorized representative. This Agreement cannot be assigned or transferred by Customer.

15. This Portable Phone Agreement shall be deemed to have been made and accepted in New York, New York, where Lessor's principle place of business is located, and shall be interpreted, and all transactions thereunder, and all rights and liabilities of the parties hereto shall be determined and governed as to the validity, interpretation, enforcement and effect of the laws of the State of New York, except for local recording statutes. Customer hereby agrees that all actions and proceedings arising directly or indirectly from this Portable Phone Purchased Agreement may be litigated, at the election of Lessor, only in counties having sites within the State of New York and Customer hereby consents to the jurisdiction of any state or federal courts located within the State of New York. Lessee agrees that if any action is brought to enforce any of the provisions of the Portable Phone Purchased Agreement by either party, New York City shall be a proper place for the trial of such action. Customer hereby expressly consents to (i) personal jurisdiction of the federal and state courts within New York and (ii) service of process being effected upon Customer by registered mail sent to the billing address set forth on the front page of this agreement.

16. In connection with phone service charges received by Lessor after return, if Lessor discovers after return of Equipment that the phone has been abused or misused, such as meter tampering, Customer authorizes Lessor to submit an unsigned credit card voucher (if applicable) indicating that Customer's signature is on file, or to amend, complete or execute on behalf of Customer a credit card voucher in Customer's name for payment of any airtime or phone repair charges.

17. When Equipment is shipped to/from Customer via Lessor's contracted delivery service and Lessor's supplied packaging is used "as is" will stop the purchased as of the date and time received by shipper. A change in service level will be at Customer's expense. Should Customer return the Equipment using means other than the enclosed pre-assigned shipper, Customer will be liable for any damage or daily charges while in transit. Packages returned with missing pieces will continue to be charged full purchased until pieces are returned or replacement values are paid.

18. This Agreement constitutes the entire agreement between Lessor and Customer covering the Equipment. There are no other representations, conditions, warranties, guaranties or collateral agreements, express or implied, statutory or otherwise, concerning the Equipment, its use, or this Agreement, other than as set forth herein.