

## Terms and Conditions for BIVY® STICK PREPAID VOUCHERS

Type of Voucher	Validity Duration in Days
4-Week Voucher	28 days
8-Week Voucher	56 days
12-Week Voucher	84 days
12-Month Voucher	365 days

### **CUSTOMER PAYS TAXES AND OTHER FEES IN ADDITION TO RATES SHOWN.**

By purchasing a prepaid voucher, the Purchaser understands that he or she is entering into a prepaid service agreement with Outfitter Satellite, Inc., and the Purchaser acknowledges having read the Terms and Conditions included in all pages of this agreement including those incorporated by reference and located at <http://www.OutfitterSatellite.com/adobe/TermsConditions.pdf> and agrees to be bound thereby. If the Purchaser is acting in a representative capacity, the Purchaser agrees that the entity he or she is representing will be bound thereby and further represents and warrants that he or she is a duly authorized representative that has full authority to bind said entity.

**NO REFUNDS:** Customer agrees that the purchase of prepaid vouchers is a non-refundable up-front purchase, and after a prepaid voucher is applied to the Customer's Bivy Stick device, that there is no refund for unused prepaid service.

**VALIDITY PERIOD:** A prepaid voucher will provide active service for the validity duration associated with the prepaid voucher starting from the date of activation (which is the date the prepaid voucher purchase is processed) which also is counted as the first whole day of service regardless of the time of day that the voucher is purchased. For example, a 4-week Voucher has an associated validity duration period of 28 days and if purchased on January 1 will provide service from January 1 through January 28. Sometimes the Bivy Stick will remain active for a small number of additional days after the end of the validity duration period, and these additional days of service (if any) will not be charged to the Customer. In the event, another prepaid voucher is purchased while the Bivy Stick already has active service, the number of days of validity duration associated with the new voucher will be added to the end of the current active service period. Outfitter Satellite reserves the right to refuse to sell the Customer another prepaid voucher if more than 28 days of validity duration still remain on an active Bivy Stick device. Outfitter Satellite will make a good faith effort to process prepaid voucher purchases promptly, but the Customer understands that prepaid voucher purchases made less than 48 business hours before the end of the current validity duration period may sometimes not be processed in time to avoid a discontinuity of service to the Bivy Stick. If the Customer's account has more than one Bivy Stick device, it is necessary to correctly identify the serial number of the Bivy Stick to be reloaded. Customer acknowledges that Outfitter Satellite has no liability for clerical errors or other technical problems that may unexpectedly cause a delay in processing of a prepaid voucher purchase.

**DESCRIPTION OF THE PREPAID SERVICE:** The Bivy Stick is a device that uses Iridium SBD (Short Burst Data) service. The prepaid service being purchased here includes unlimited sending of text-only messages to any mobile number worldwide or any email address via text-to-email conversion, unlimited reception of text messages on a US mobile number associated with the Bivy Stick, unlimited sharing of position reports, and unlimited downloading of 3-day and 7-day location-enabled weather forecasts. The Bivy Stick also supports some specialized types of messaging that require pre-configuration by the Customer or end user before use, including without limitation the Check-In button feature and the SOS button feature. There are no usage charges for any functionality allowed by the User Manual for the Bivy Stick. The Customer also understands and acknowledges that usage records will not be supplied.

**SOS MONITORING BY GLOBAL RESCUE:** The prepaid voucher(s) being purchased by the Customer through Outfitter Satellite currently makes the Customer eligible for free SOS message monitoring (of SOS messages originated by the Bivy Stick) and dispatch service through a third party named Global Rescue. If the Customer chooses to activate a Global Rescue membership for additional services, the Customer must first complete an initial registration agreement with Global Rescue and understands that by doing so the Customer is entering into a separate service agreement with Global Rescue to which Outfitter Satellite is not a party. If the Customer chooses to purchase any additional services from Global Rescue, any such transaction is strictly between the Customer and Global Rescue and does not involve Outfitter Satellite. The Customer understands and acknowledges that the free basic service from Global Rescue described above may be discontinued in the future.

**LIMITATIONS AND DISCLAIMERS:** The Customer is responsible to use the Bivy Stick according to its instructions. Along with potential incorrect use of the device such as attempting to use it in locations where the satellite signal is blocked by nearby vertical obstructions. The Customer acknowledges and understands that all satellite systems and telecommunication systems have inherent flaws and anomalies and scheduled or unscheduled maintenance that can result in dropped usage. Due to the technical nature of tracking and communication device configuration and the inherent sophistication of transmission through a variety of satellite and other operating systems, Outfitter Satellite makes no representation as to the success of any particular message through any system. Customer understands that messages transmitted through the Bivy Stick may be undeliverable due to errors unrelated to the Iridium network which can include without limitation problems with mail filters, mailbox overflows, incorrect email addresses or mobile phone numbers (texting addresses) or other problems. The Customer acknowledges and understands that some Bivy Stick functions require the use of a smart-device such as a smartphone or tablet that is not supplied by Outfitter Satellite, and that an App (hereafter referred to as the Bivy App) must be downloaded and installed onto this smart-device which requires the Customer to agree separately to end user license agreement(s) from third parties prior to use. Customer also acknowledges and understands that the Customer must agree separately to an end user license agreement from a third party to access the administrative web portal for the Bivy Stick device and that ultimately the Customer is responsible to administrate the Customer's own administrative web portal and all device configurations of the Bivy Stick and any customer-supplied smart-device.