

TRAVEL POCKET WIFI ROUTER TERMS AND CONDITIONS

IT IS HEREBY AGREED

In joining and upon reservation of the "Travel Pocket WiFi Router", it is deemed that the Customer has fully accepted all the terms and conditions laid by CTS Travel Recommends Inc.

Definitions

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings assigned respectively to them, that is to say:

"Flytpack" refers to CTS Travel Recommends, Inc., www.flytpack.com and references of "us"; "we" and Flytpack.

"The Equipment" refers to the wireless communication device and peripheral equipment including and not limited to wireless devices, SIM cards, data cards, mobile hotspots, user guides, charges, cables, adapters and/or related additional services (the "Service").

"Customer" refers to the renter and/or user who utilises the Travel Pocket WiFi Router rental services from Flytpack.

1. Acceptance of Terms and Conditions

- 1.1. The Customer is deemed to have read, understood, agreed and accepted the terms and conditions of this agreement upon reservation of "The Equipment" through Flytpack website (www.flytpack.com), email and/or other means of reservation methods.
- 1.2. By this acceptance, the Customer shall be fully responsible for all the information provided which are confirmed accurate by the Customer as of the date of provision/reservation. The Customer agrees to indemnify, defend and hold Flytpack and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Indemnified Parties") harmless from and against any, and all claims, liabilities, losses, costs and expenses (including attorneys' fees) incurred by any Indemnified Party in connection with any breach by the passenger of these Terms and Conditions and Privacy Policy.

2. Authorisation

- 2.1. If the Customer is an entity and not an individual person, the person(s) who, on behalf, represents and signs the Agreement must be rightfully authorised and has been empowered to enter into the Agreement.
- 2.2. The Customer shall agree to authorise Flytpack and its appointed agent to access the Customer's information for verification and creditability with a credit reporting agency.

3. Reservation and Contract

- 3.1. The Customer shall reserve the Travel Pocket WiFi Router online by completing the reservation form and return it directly to Flytpack website. Upon receiving the online application, Flytpack will follow up with an automated email reply.
- 3.2. Upon completion of the application, in accordance with the formalities laid down by Flytpack, its appointed agent or the customer service department will need the Customer to pay for the rental service accordingly. The Contract is and shall be confirmed upon the receipt of full payment.

- 3.3. The deposit will be returned to the Customer in full amount when all the Equipment is returned to Flytpack in good and working condition at the end of the contract period.
- 3.4. The rental charge and deposit amount will be refunded to the Customer in full if the Equipment is not available due to unforeseen circumstances. Flytpack is unable to provide the requested Equipment to the Customer. No further claim by the Customer shall be granted.

4. Payment and Payment methods

- 4.1. The Customer agrees and shall make payment according to the methods and deadline instructed by Flytpack, in order to secure the Customer's reservation.
- 4.2. Flytpack accepts the following payment mode:
 - 4.2.1. Credit/Debit Card Payment
 - 4.2.2. Cash (only with Flytpack's consent)
 - 4.2.3. Bank Transfer (only with Flytpack's consent)

5. Charges

- 5.1. "Rental Period" refers to the number of days between the date of collection and the date of returning the Equipment, as stated on the reservation form.
- 5.2. The Customer shall and agree to pay for renting the service of the Equipment, which is calculated on per day basis from the following date of the collection date (the date when Customer collects the Equipment) until the date of the return (the date when a customer returns the Equipment). The rental rates are and only calculated on per-day basis and fractional charges do not apply to the service.
- 5.3. The Customer shall be responsible and liable for any and/or all damages. Flytpack shall and hold the rights to bill Customer, at any point of time after the Equipment has been returned, upon discovery of the damages and/or missing components of the Equipment. All charges and amount billed pursuant to this Agreement are payable by the Customer at the end of the rental period, or if not, computed at the end of the rental period, then upon demanded by Flytpack to the Customer. Late payment or overdue charges will start on the fourth day after the end of the rental period. Overdue charges will be calculated at the standard rental rates, per day per unit basis in Philippine Pesos.
- 5.4. The prices stated in and charged for Flytpack Equipment and services are in Philippine Pesos and are as follows:

5.4.1. Rental Period

The number of days between the date of departure and the date of return. The Customer shall pay for the daily rent rates starting from the date of departure to the date of return for all of the Equipment, specified in the Terms and Conditions. The Customer shall be liable to further rental charges as stated in Article if the Equipment is not returned to Flytpack by fourth day after the end of the rented period.

The maximum rental period is 30 days. For rental period exceeding 30 days, the Customer has to email a request to Flytpack, subjecting to their advice.

5.4.2. Late Return Fee

Flytpack reserve the right to charge a late return fee of PHP 50 per day for every additional day incurred after two (2) working days of the Customer's indicated return date.

The Customer shall notify Flytpack not later than two (2) working days after the indicated return date if there were difficulty in returning the equipment within this period for case-by-case consideration.

5.4.3. Loss and Damages

Loss and Damage of:	Charges:
WiFi router and Data card	PHP 8,500
Carrying Case	PHP 650
Universal Adaptor	PHP 650
Accessories	PHP 350
User Guide	PHP 150

Any damaged Equipment must be returned to Flytpack.

5.4.4 Other Applicable Fees

Service fee amounting to PHP 100.00 shall be included to cover administrative and operation costs.

Late booking fee amounting to PHP 100.00 shall be included for last minute booking accepted 2 days before your departure date.

5.4.5 Incorrect Bank Account Information

Flytpack reserve the right to forfeit deposit and/or any additional refundable amount after unsuccessful refund attempts, with two (2) forfeiture notice sent via email. Forfeiture is enforceable after one hundred and twenty (120) days, calculate from the date of the end of rental period.

- 5.5. In any event that the Customer experiences any difficulty with the Equipment and/or services while travelling at the destination, the Customer must notify Flytpack immediately within the rental period for recovery and/or to qualify for any possible refund or discount to the rent charges incurred. Flytpack holds the right and discretion to authorise any form of refund or discount.

6. Cancellation of Reservation

- 6.1. The Customer shall and must inform Flytpack immediately for any cancellation of the contract. Once the Equipment is in the process of delivery, adjustments and cancellation of the Equipment shall not and will not be considered.

6.1.1. NOTIFICATION IN MORE THAN 5 WORKING DAYS: There is no penalty if the cancellation is done more than five (5) working days before the indicated departure date. The amount will be refunded to you within seven (7) to fourteen (14) working days.

6.1.2. NOTIFICATION IN LESS THAN 5 WORKING DAYS: Penalty fee of PHP 700 if the cancellation is done within or less than five (5) working days before the indicated

departure date. The remaining amount will be refunded within seven (7) to fourteen (14) days.

- 6.1.3. NOTIFICATION ON/AFTER INDICATED DEPARTURE DATE: Penalty fee of PHP 1,000 if the cancellation is done on/after the indicated departure date. For customer who selected self-collection method, failure to self-collect router set on the indicated departure date will also be treated similarly. The remaining amount will be refunded within seven (7) to fourteen (14) days.

7. Self-Collection and Courier Delivery of the Equipment

- 7.1. For self-collection and delivery of the Equipment, reservation must be before midnight (0000hrs), at least:
 - 7.1.1. Self-collection: Two (2) working days prior to the date of departure
 - 7.1.2. Delivery: Five (5) working days prior to the date of departure.
- 7.2. If Customer is unable to comply with the original collection or delivery request, Flytpack will contact the Customer to rearrange for a delivery where the Customer will bear the cost for this rearrangement if incurred.
- 7.3. The Customer shall examine the Equipment at the point of collection and notify Flytpack immediately at the time of receipt if the Equipment is not in good working condition.
- 7.4. For changes of self-collection/ self-return or delivery address, Flytpack reserves the rights to decline these requests.

8. Use of the Equipment Abroad

- 8.1. The Customer agrees and shall use the Equipment with care, in a careful and proper manner at the destination that is only listed on the reservation order.
- 8.2. Mobile data on the smart devices must be turned off before the Customer travels to the destined country. The Customer has to turn on the WiFi function on the Wi-Fi enabled smart device to receive any wireless connection. Flytpack shall not be liable and responsible for any overseas roaming charges imposed by your Philippines Service Provider in the event the Customer unintentionally turns on mobile roaming data service. Customers are also advised to turn off automated notifications to prevent data wastage.
- 8.3. Voice call is not usable and cannot be used with the Travel Pocket WiFi Router, unless it is WiFi enabled VoIP calls such as WhatsApp Call and other mobile applications that support VoIP calls through Wi-Fi connectivity. The Customer shall bear all cost, responsibility, 100% of the administrative fines and compensation to Flytpack if voice calls are made with the Equipment. Flytpack does not guarantee the use of Voice over IP (VoIP) applications such as Skype, Google Voice, etc
- 8.4. The Customer agrees not to:
 - 8.4.1. Use the Equipment in any countries that are not listed in the original order for its purposes other than the original setup and configuration.
 - 8.4.2. Effect any repairs or modifications to the Equipment, or attempt to reverse engineer the Equipment;
 - 8.4.3. Remove or interfere with any certification markers affixed onto the Equipment;
 - 8.4.4. Deface or add to the Equipment;

- 8.4.5. Sublet or allow any third party to use the Equipment
 - 8.4.6. Use of Flytpack internet device for any irregularities or illegal acts that is unlawful to any of the local governments.
 - 8.4.7. Attempt to dispose of the Equipment, or encumber or grant any interest in the Equipment to any third party.
- 8.5. In the event of any loss, damage and/or theft of the Equipment during the period of rental, regardless of circumstances, the Customer agrees and shall be liable to compensate to Flytpack the amount equivalent to the value of the Equipment, in accordance with the damage charges listed in Article 5.4.3. In any event, if the Equipment is stolen or lost, the Customer is and shall be liable for all charges of and on the Equipment until it is deactivated by the local carrier.
- 8.6. During the rental period of the Equipment, the Customer is advised to contact and notify Flytpack if the Customer experience any trouble or customer support issues at the soonest possible time. Such notification will provide Flytpack the opportunity to resolve any difficulties within its possible means. Customer can contact Flytpack by the following:
- Email: hello@flytpack.com
Mondays to Sundays excluding Public Holidays, 0900 to 2200 hrs (Local Time in Philippines)

9. Return of Equipment

- 9.1. Unless otherwise stated and agreed, the Customer shall return the Equipment to Flytpack, at the end of the rental period as indicated on the reservation. Upon returning, the Equipment has to be in working condition, the same condition as when the Customer collected it prior the departure. The Customer will bear all accrued charges and will remain liable for any charges and damages on the Equipment during the Customer's possession of the Equipment. The Equipment returned with any missing components, pieces or part thereof or deemed to be missing, the Customer shall be liable for the damaging charges of the Equipment stated in accordance with Article 5.
- 9.2. Customer shall return the Equipment within two (2) working days after the end of the rental period to Flytpack. Late return fee shall be incurred ~~and accrued stated~~ in accordance with Article 5.4.2.

10. Loss or Damaged of the Equipment

- 10.1. In the event that the Equipment is lost, damaged, stolen or missing, the Customer agrees to and shall contact Flytpack by the following:
- Email: hello@flytpack.com
Mondays to Sundays excluding Public Holidays 0900 to 2200 hrs (Local Time in Philippines)
- 10.2. Repair or Damage of the Equipment
- 10.2.1. If the Equipment is not functioning when the Customer receives it or subsequently fails to function during the possession of Equipment, the Customer agrees to and shall contact Flytpack immediately.
- 10.2.2. Flytpack will repair or replace the Equipment as soon as possible within its means after the Customer contacts Flytpack of the problem. This is in the provision that the Customer does not breach this Agreement. Flytpack will, within its means, provide the

Customer a same or similar Equipment which shall constitute the Equipment for purposes of the Equipment as soon as possible for a period equivalent to the part of the rental period unexpired when the malfunction happened.

- 10.2.3. In the event Flytpack finds that the faulty Equipment reported is in functioning order, the Customer shall and will pay the collection and delivery cost incurred to replace the Equipment, in addition to any handling charges that is applicable.

11. Ownership

- 11.1. The Equipment shall and will remain the property of Flytpack at all times. The Customer has no rights to own other than renting the Equipment for temporary use during the period of rental. During the period of rental, no service or part replacements to the Equipment is allowed without the official consent (written approval) from Flytpack.
- 11.2. Any fees and charges made by any means shall not lead to transfer of ownership to the Customer. The Equipment shall and will remain the property of Flytpack at all times.

12. Termination

- 12.1. Use of the Equipment and all its surrounding services may be terminated and/or deactivated without notice by Flytpack if any of the following circumstances occur:
 - 12.1.1. Flytpack has any reasons to believe that the Equipment was used by or for any misrepresentation or fraudulent means;
 - 12.1.2. Flytpack has any reasons to believe that any meter on the Equipment has been tampered with;
 - 12.1.3. Flytpack has any reasons to believe that the Equipment is or may be used for any illegal or improper purposes, or in violation of the applicable laws;
 - 12.1.4. Flytpack detects a breach of any of the Terms and Conditions including payment terms; or
 - 12.1.5. Flytpack detects unusually high data usage, or possible theft or fraud. Flytpack may also, at its discretion and in addition to other remedies available hereunder at law or at equity, take immediate possession of the Equipment without being obliged to replay any portion of the rental charges. Flytpack may also, at its discretion, terminate the Terms and Conditions without any liability whatsoever, in the event that the service is no longer available to Flytpack or become unavailable for any reason. No remedy of Flytpack shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.
- 12.2. Should the Customer,
 - 12.2.1. Obtain the Equipment by misrepresentation or fraudulent means, or
 - 12.2.2. Tamper with the Equipment, or
 - 12.2.3. Use the Equipment for any illegal or improper purpose, or in violation of applicable laws or,
 - 12.2.4. Otherwise commit a breach of the Terms and Conditions, Flytpack, may then, at its discretion and in addition to other remedies available hereunder at law or in equity, (i) terminate this Agreement (ii) immediately terminate all services to the Customer and

(iii) take immediate possession of the Equipment without being obliged to repay any portion of the rental charges.

13. Fair Usage Policy (FUP)

13.1. Fair Usage Policy (FUP) is a set of rules imposed by the telecommunication providers by the restriction on the connection speed and data usage of the service. When the fair usage has reached its limit, the connection speed, in some countries, may either be reduced by the local carrier, temporary idle for a period of time or in some cases, suspension of connectivity services. Flytpack shall not refund full and/or part thereof of the rental fee in the event where the Customer experienced connection issue that results from excessive data usage. Excessive data usage can be due to prolong streaming of online videos, multiple users connecting and downloading large data over an extended period of time.

14. Liability, In-country Service and Representations

14.1. Fair Usage Policy (FUP) refers to a set of policies implemented by the local Internet Service Providers (ISP), in accordance with the business practices, in some countries. In countries where FUP is applicable, it may limit the transfer of a specific amount of data over a certain period of time. Local ISP usually applies a limit on the amount of data available for use. When an individual user exceeds a certain limit of data within a specific period of time, it will result in a slowdown of connection speed or connection deactivation, depending on the policy rules imposed by the ISP. The Customer agrees and shall acknowledge that the policy is in place, accepts the possibility. The Customer agrees and shall not hold liable for any slowdown or issues relating to FUP that affect the performance of the Flytpack Equipment or the Customer usage experience.

14.2. Flytpack warrants that the Equipment will be in working order when it is delivered to the Customer. Flytpack cannot and shall not be responsible for the performance of the Equipment or the operation of the networks to which the Equipment is connected to. The Customer acknowledges that the Services may be interrupted temporarily (including dropped calls or weak signals), delayed, or otherwise limited due to a variety of causes, including, but not limited to the transmission limitations or interruptions, atmospheric conditions, system capacity limitations, network coverage, cell tower location, wireless signal strength, network system or equipment failure. The geographical location where the Customer is located at, within a country, building, or structure as well as a variety of other related causes, may also affect the performance of the Equipment. The Customer is responsible for checking with the local operating carrier on the network coverage to confirm that the network coverage is available in the desired geographical location.

14.3. Flytpack makes no other warranties, guarantees or representations, either express or implied, regarding any matter, including but not limited, to the merchantability, accuracy, reliability, condition or fitness for a particular purpose of the Equipment or services furnished under this Agreement. Flytpack does not represent the use of the Equipment or services, used by the Customer, will be secure, timely, uninterrupted or error-free or that the services will meet the requirements of the Customer, or that all errors in the Services will be corrected or that the system that makes the services available will be free of viruses or other harmful components.

14.4. Subjected to the Terms and Conditions, the Customer shall be solely responsible for, shall indemnify and hold Flytpack harmless against all claims, demands and liabilities arising as a result of the lease, possession, use, condition or misuse of the Equipment by the Customer or third parties, or of the Services provided hereunder, whether in breach of the Terms and Conditions or otherwise arising howsoever. This indemnity provision shall survive the termination of this Agreement.

- 14.5. Flytpack will, in no event, be liable for nor shall the Customer make any claim against Flytpack 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 the Services, or failure of the Service.
- 14.6. The Customer shall be liable to Flytpack for all expenses, including reasonable attorney fees, collection fees and court cost incurred in connection with any collection, repossession or other action brought to enforce the rights of Flytpack under this Agreement.
- 14.7. Flytpack reserves the right to deactivate the Equipment at any time and without notice to the Customer, in the event that Flytpack detects unusually high usage or possible fraud in accordance with general operating procedures and practices in the cellular and telecommunications industry, and Flytpack shall have no liability whatsoever to the Customer for such deactivation.

15. General

- 15.1. The headings of this Agreement are for convenience of reference only and shall not affect the meaning or construction of the Terms and Conditions contained herein.
- 15.2. No waiver by Flytpack of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 15.3. This Agreement cannot be assigned or transferred by the Customer, nor can this Agreement be modified (or any provision waived or modified) except by written instrument signed by Flytpack or its authorised agent. This Agreement constitutes the entire Agreement between Flytpack and the Customer with regards to the subject matter hereof, and there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use or rental of the Equipment or the services, other than as set forth herein.
- 15.4. Flytpack is not liable for any lack of privacy or security which may be experienced with regards to the services. The Customer authorises Flytpack to monitor and record calls and/or data concerning the account of the Customer and consents Flytpack to use of automatic dialling equipment to contact the Customer. Flytpack shall have the rights to intercept and disclose transmissions in order to protect its rights and properties.

These Terms and Conditions may be amended or modified by Flytpack at its discretion at any time by notifying the Customer of such changes either by a note on the website presented immediately after the completion of the log-in by the Customer, or by email to the Customer, or by any other reasonable means.