

### STAY CONNECTED TERMS & CONDITIONS

These are Stay Connected Jamaica's terms and conditions. To agree to them is a condition "sine quo non" in order to proceed with any rental from our company, so be sure the read them thoroughly.

The terms and conditions hereinafter set forth constitute an agreement ("Agreement") for the rental and or purchase and use of Cellular Abroad cellular telephone equipment ("Equipment"). This Agreement is between the ("Renter" or "Purchaser"), and Stay Connected, Montego Bay, Jamaica. Both parties acknowledge that this Agreement consists of all the terms printed below as Terms & Conditions ("Terms"), as well as those contained in the Rental Agreement.

### NATURE OF THIS AGREEMENT (Rental & Purchase)

This Agreement is solely for the purpose of creating a bailment that allows Renter to use the Equipment as permitted by this Agreement. Renter acknowledges that Equipment is owned by Stay Connected . No one other than Stay Connected may transfer the Equipment, or any rights and obligations under this Agreement. Stay Connected makes no express or implied warranties concerning the operation of Equipment or service, nor assumes responsibility for any loss or delay caused by Equipment or service malfunction.

### **RENTAL PERIOD**

This rental is for a period of time specified in Agreement. Equipment is expected to be returned to Stay Connected within the timeframe for which the Equipment was rented. Rental periods begin on collection of Equipment from the Stay Connected Lounge in the Arrivals Area of Donald Sangster International Airport (MBJ). Customers will need to furnish their passport and a credit card [with name in the same order as it appears in their passport] in order to be able to collect Equipment.

Rental periods conclude when Equipment is returned to the Club Mobay Information Desk in the Departure Lounge at Donald Sangster International Airport (MBJ) and checked by Stay Connected/VIP staff.

## **OPERATION OF EQUIPMENT (RENTAL AND PURCHASE)**

Equipment furnished to the renter by Stay Connected (Mobile Phone, SIM card, tablet or MiFi device and accessories) are engineered to operate in Jamaica in accordance to Jamaican Government legislation.

Purchased Tourist SIM cards become property of the customer and are therefore no longer the responsibility of Stay Connected. Only ONE (1) Call or Data Plan can be purchased with a Tourist SIM card and once the points on the SIM card have been depleted, the customer can purchase Digicel Prepaid Credit from any Authorized Digicel Retailer to continue using services. Jamaican Legislation stipulates that all purchasers will need to provide a copy of their passport to be held by the Mobile Phone Operator, in this case, Digicel Jamaica Ltd.

### **RETURN POLICY**

Unused call credit, data allowances and activated SIM cards are non-refundable, unless deemed defective. If you suspect a defect, Purchaser agrees to notify Stay Connected of technical difficulties in using the hardware, failure to notify Stay Connected of hardware problems forfeits the purchaser of any and all claims for compensation due to equipment failure.



Please return the device(s) at any of the following locations in the departure terminal:

- 1. The information desk: This is located at the top of the escalator/ stairs. or
- 2. The VIP Attractions information desk beside gate 9

Renter is responsible for loss or damage to Equipment in part or in whole. If equipment is lost, kept, stolen or otherwise not returned to Stay Connected, the deposit will not be returned. Replacement costs for missing or damaged items will be charged to the renter. See below an itemized list of rental components and respective replacement costs.

## **REFUNDS (RENTAL AND PURCHASE)**

**DL600** 

No refund can be applied until the equipment being returned is in Stay Connected's possession. Stay Connected will test the equipment for any defects and issue a refund based on the condition of the equipment. Upon successful testing, your deposit will be returned in full if the rental device is returned in good working order. Deposits will only be retained in part or in full if the device or device parts are not returned or returned damage.

# REPLACEMENT COSTS FOR MISSING/DAMAGED ITEMS FROM PHONE RENTAL

Phone - Cracked screen	\$70
Phone - keypad damaged	\$70
Phone - Water Damaged	\$70
Phone - Scratched	\$30
Back of phone	\$20
Phone Battery	\$20
Sim Card	\$20
Phone charger	\$15
Stay Connected Drawstring Bag	\$5
<u>Nokia 106</u>	
Nokia 106 Phone - Cracked screen	\$30
	\$30 \$30
Phone - Cracked screen	•
Phone - Cracked screen Phone - keypad damaged	\$30
Phone - Cracked screen Phone - keypad damaged Phone - Water Damaged	\$30 \$30
Phone - Cracked screen Phone - keypad damaged Phone - Water Damaged Phone - Scratched	\$30 \$30 \$15
Phone - Cracked screen Phone - keypad damaged Phone - Water Damaged Phone - Scratched Back of phone	\$30 \$30 \$15 \$10
Phone - Cracked screen Phone - keypad damaged Phone - Water Damaged Phone - Scratched Back of phone Phone Battery	\$30 \$30 \$15 \$10 \$10
Phone - Cracked screen Phone - keypad damaged Phone - Water Damaged Phone - Scratched Back of phone Phone Battery Sim Card	\$30 \$30 \$15 \$10 \$10 \$20



# MiFi device

Mifi Device Not returned	\$70
Mifi Device - Cracked screen	\$70
Mifi Device - keypad damaged	\$70
Mifi Device - Water Damaged	\$70
Mifi Device - Scratched	\$30
Back of Mifi Device	\$20
Mifi Device Battery	\$20
Sim Card	\$20
Mifi Device charger	\$15
Stay Connected Drawstring Bag	\$5

# <u>IPAD</u>

IPAD Not returned	\$300
IPAD - Cracked screen	\$300
IPAD - keypad damaged	\$300
IPAD- Water Damaged	\$300
IPAD - Scratched	\$100
Sim Card	\$20
IPAD charger	\$70
Stay Connected Drawstring Bag	\$5

# Samsung Galaxy Tablet

Samsung Not returned	\$200
Samsung - Cracked screen	\$200
Samsung - keypad damaged	\$200
Samsung- Water Damaged	\$200
Samsung - Scratched	\$75
Sim Card	\$20
Samsung charger	\$40
Stay Connected Drawstring Bag	\$5

## **Huawei Youth Pad**

Huawei Not returned \$125



Huawei - Cracked screen	\$125
Huawei - keypad damaged	\$125
Huawei - Water Damaged	\$125
Huawei - Scratched	\$50
Sim Card	\$20
Huawei charger	\$40
Stay Connected Drawstring Bag	\$5

### THEFT, LOSS AND DAMAGE (RENTAL AND PURCHASE)

The Customer will be responsible for lost items/equipment according to the replacement costs listed above and understands that the amounts owed will be deducted from the deposit held by Stay Connected at the commencement of the Agreement.

## **CANCELLATION (RENTAL AND PURCHASE)**

If a customer decides to cancel the order, they are able to do so without penalty up to 48 hours before the scheduled start date of the Agreement. Orders cancelled within the 48 hour period before collection are subject to the full charge.

## **COMPUTATION OF CHARGES (RENTAL)**

For purposes of computing rental charges for Equipment, Stay Connected will consider as a whole day, any portion of a day (a day being defined as a twenty-four hour period that begins and ends at midnight) contained in the period of rental specified in Agreement.

### **OWNERSHIP**

The Equipment shall at all times remain the property of Stay Connected and the Customer shall have no rights to the Equipment except to use it in accordance with this Agreement.

Where a mobile telephone number is provided for the supply of airtime, the Customer acknowledges and agrees that it is not entitled to continued use of the telephone number associated with the Equipment after the termination of the Rental and that the mobile telephone number will be recovered by the Company at the end of the Rental and subsequently provided to another Customer.

#### **TERMINATION**

Unless otherwise agreed with Stay Connected, the Customer shall return the Equipment to Stay Connected at the MBJ Information Desk in the Departure Lounge at the end of the Rental Period in good working order and in the same condition as when it was delivered to the customer.

If the Customer commits a material breach of these Conditions, such as, but not limited to, using the Equipment in an improper manner and in contravention of the instructions, then the Stay Connected may require the return of the Equipment without being obliged to repay any portion of the Rental Charges.



Under no circumstances shall the Customer retain the Equipment under this Agreement for longer than the Rental Period without agreeing an extension of that period with Stay Connected.

The Customer shall pay Stay Connected's replacement price for any Equipment which is damaged or not returned at the end of the Rental Period.

## LAW AND JURISDICTION

This Agreement shall be governed by the Laws of Jamaica.

The Courts of Jamaica shall have the non-exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.

### **GENERAL**

No waiver by Stay Connected of any breach of this Agreement between Stay Connected and the Customer shall be considered as a waiver of any subsequent breach of the same or of any other provision.

Stay Connected may disclose details of this Agreement to any person and for any purpose connected with its business. Stay Connected may also disclose the contents of this Agreement to any credit reference agency.

Stay Connected acknowledges that in performance of this Agreement that they may have to transfer data outside Jamaica and the Customer hereby consents to such transfer.