# SURE (ISLE OF MAN) LIMITED PAY MONTHY MOBILE BROADBAND TERMS AND CONDITIONS

## Sure (Isle of Man) Limited ("Sure") Product and Service Description

Sure's Mobile Broadband Service allows You to use Your Mobile Device to access the Internet by connecting to Our Mobile Network. Plans include a specified amount of data for You to use whilst Your Mobile Device is connected to Sure's Mobile Network.

## SECTION 1 – Service Specific Terms and Conditions

These Sure Pay Monthly Mobile Broadband Terms and Conditions should be read in conjunction with Sure's General Terms and Conditions and Acceptable Use Policy which also apply. Where there is conflict, these Sure Pay Monthly Mobile Broadband Terms and Conditions will take precedence.

## 1 Definition and Interpretation

Definitions listed below are in addition to those included within Sure's General Terms and Conditions:

"Mobile Broadband" means wireless Internet access through a Mobile Device.

"Mobile Network" means the mobile telecommunication systems operated by Sure in the Isle of Man, Guernsey and Jersey

"Mobile Device" means portable equipment that utilises a SIM card.

## 2 Telecommunications Equipment

2.1 A compatible Mobile Device is required to access Sure's Mobile Network. Access to Sure's Mobile Network is subject to its network coverage capabilities. Connection speeds are subject to various factors including signal strength and network coverage. We cannot guarantee Your connection will reach any specified (headline or advertised) speeds.

## 3 Charges and Usage

3.1 If You use up Your monthly data allowance, You can continue to use the Mobile Broadband Service although additional fees will apply. Please see www.sure.com for relevant charges. The maximum usage charge will be capped at £20 outside of Your plan. Once this level has been reached, the Service will cease to operate until the 1<sup>st</sup> of the following calendar month, when Your monthly usage allowance will be reset.

## 4 Daily Fair Usage Cap

- 4.1 A daily fair usage cap of 50GB applies for all Sure Mobile Broadband Services.
- 4.2 Once You exceed the daily fair usage cap applicable to Your plan, Your service will cease until Your daily usage cap is reset at midnight.

#### 5 Cancellation and Returns

#### Within 30 Days

- 5.1 If You want to cancel Your Mobile Broadband Service with Us within the first 30 days, You will need to visit a Sure retail store and request that Your Service be cancelled. You will need to return any Mobile Device that was supplied by Us as part of this Service. You must remove any security and other protective features that might prevent Us from accessing and using the Mobile Device. All Mobile Devices must be in a like new condition.
- 5.2 Like new condition means the Mobile Device must:
- 5.2.1 be returned in the original packaging (undamaged);
- 5.2.2 be fully functional;
- 5.2.3 have no damage (including screens, where applicable) such as, but not limited to, cracks, dents or visible signs of wear and tear; and
- 5.2.4 not be registered as lost or stolen.
- 5.3 You will not be required to complete the minimum 12 month contractual term and You will not be liable for any early termination charges. Charges will apply for use of the Mobile Broadband Service up to the date Your Service is cancelled and for any additional costs incurred beyond Your plan.
- 5.4 You can use Our 'Within 30 Days' Cancellation and Returns facility for Mobile Broadband once every 12 months.

#### Any Other Time

5.5 If You choose to cancel Your contract after 30 days, You will need to give Us one full calendar month's notice and pay any early termination charges. Notice can be given by visiting Us in store or contacting Us via email. Locations of Our stores and email contact details can be found on Our website at <u>www.sure.com</u>.