

Sure (Guernsey) Limited

Broadband Services Terms and Conditions

These Sure (Guernsey) Limited ("**Sure**") Broadband Services Terms and Conditions should be read in conjunction with Sure's:

- General Terms and Conditions;
- Acceptable Use Policy;
- Broadband Fair Usage Policy,

both of which apply.

Where there is a conflict, these Sure Broadband Services Terms and Conditions will take precedence. Sure's Terms and Conditions are available to view online at <https://web.sure.com/guernsey/terms-and-conditions>.

SECTION 1

1. Broadband Service Description

Sure's Broadband Services provide always-on high-speed Internet connections in a range of speeds and contention ratios that enable You to connect compatible devices to the Internet.

2. Definition and Interpretation

The Sure General Terms and Conditions include definitions. These definitions are in addition:

"Basic Broadband" means the ADSL 20MB service.

"Billing Date" means the date We produce Your monthly bill, which is usually during the first week of each calendar month.

"Broadband" means a particular service provided by Us that enables fast Internet access, that is always on.

"Content" means any information, graphics, audio, video, text or other computer files included in a Website or email stored on or passing through Our Telecommunications Network.

"Customer Premises Equipment" means Telecommunications Apparatus (including any extension wiring and sockets) located at Your Premises and connected to a Telecommunications Network via a Network Terminating Point.

"Helpdesk" means the support centre made available to Our customers to which technical queries relating to Our supported software and equipment are directed. Customers may be charged for emails or telephone calls to the Helpdesk. Relevant information is available on Our Website.

"Internet" means the global network that links millions of computers, using phone and cable links. This provides worldwide communications to homes, schools, businesses and governments. The World Wide Web ("www") runs on the Internet.

"LAN" means a local area network connecting computers that spans a relatively small area.

"Service" means any Broadband service provided to You by Us under these terms and conditions. For the avoidance of doubt 'Service' does not include pay as you go services, which are covered by separate Service Specific Terms and Conditions.

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

"Telecommunications Equipment" means equipment designed, constructed or adapted for use in connection with the establishment or operation of a Telecommunications Network or the provision of a telecommunication service, including telecommunications apparatus, poles, structures, ducts, manholes and other tangible property.

"URL" means the full text entry needed to access a particular Website on the Internet. e.g. <https://web.sure.com/guernsey>

"Volume Discount" means the 10% discount that is automatically applied to the monthly rental You pay for the Service in any month when You have at least 20 Services on the Billing Date.

"Website" means a place on the World Wide Web comprised of graphics, text, audio, video, and other computer files providing dynamic or static materials that appear as digital information on any form of computer screen.

"Wireless Internet Access" means a wireless connection between the router located in Your Premises and Your wireless enabled equipment.

3. Use of Broadband Service

3.1 You shall not use the Service or permit any other person to use the Service:

- 3.1.1 fraudulently or in connection with a criminal offence; or
- 3.1.2 to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided by You or any other party; or
- 3.1.3 in an unlawful manner, in contravention of any applicable legislation or licence or in contravention of the applicable Terms and Conditions or Sure's Acceptable Use Policy as may be amended by Us from time to time and which You are strongly advised to read.

3.2 You need to have an exchange line, or the permission of the person that rents the exchange line, in order to use the Broadband Service and Wireless Internet Access. This Agreement does not include the provision of the exchange line that is necessary for connection to the Service. You are responsible for making a separate application for the exchange line and for complying with the conditions applicable to it, or You bear sole responsibility for ensuring the person who rents the exchange line has given You permission allowing You to have a Broadband Service provided over that exchange line.

3.3 You are responsible for providing a suitable computer, an appropriate interface and any other items of hardware or communications equipment necessary to enable You to access the Service.

3.4 You undertake to use the Service in accordance with these Terms and Conditions, Sure General Terms and Conditions, the Order Form, Direct Debit form and the Acceptable Use Policy and any other laws or regulations which may apply.

3.5 The Service may not be accessed or used more than once at any given time, although You may connect multiple devices to the Service at any one time. Your user ID and password are for Your sole use on the exchange line on which it is ordered only. It should not be used to access the Broadband network from any other Service Number.

3.6 If anyone other than You uses the Service with or without Your knowledge or approval in contravention of any of paragraphs 3.1 - 3.6 inclusive We can treat such contravention as a breach by You of this Agreement for the purposes of paragraph 14 (Suspension) of the Sure General Terms and Conditions, which shall apply accordingly.

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

4. Restrictions on Use

- 4.1 We reserve the right, on giving You prior notice where practicable, to suspend Your access to the Service (without prejudice to Our right to terminate this Contract under paragraph 11 or otherwise) until We receive assurance from You that You will not use the Service in such a manner.
- 4.2 You must not re-sell or attempt to re-sell the Service to any third party without Our prior written permission.
- 4.3 If, following routine system administration of the Service (including without limitation server, network and security monitoring, and monitoring for unattended logins), We detect that Your use of the Service:
 - 4.3.1 impairs the integrity of the system and/or the Telecommunications Network used to provide the Service;
or
 - 4.3.2 causes detrimental performance of the Service to You or any other customer;
- 4.4 Should You be entitled to receive Sure's Telephone Assistance Scheme (TAS), You will only be able to subscribe to Sure's Basic Broadband Service. If You wish to upgrade to a faster Broadband Service, You will no longer be eligible for Sure's Telephone Assistance Scheme.

5. Telecommunications Equipment

- 5.1 You are responsible for purchasing a suitable router to enable You to access the service. These are available to purchase at Sure.
- 5.2 We can only be responsible for equipment We provide you. If You purchase any other equipment (e.g. a router) from a third party supplier, it is Your responsibility to ensure that the equipment is compatible with parameters as specified within the "Need help?" support pages of the Sure website.
- 5.3 Should You choose to purchase Your own equipment from a third party supplier, Sure will not provide support for this equipment. We do not take any responsibility and We are not liable for any damage or loss caused through use of equipment purchased through a third party.

6. Charges

- 6.1 You will be charged for the Service at the rates and charges applicable as published at www.sure.com.
- 6.2 You undertake to be responsible for any charges of any nature incurred by You from any third party as a result of any authorised, or unauthorised use of Your user ID and/or password.
- 6.3 You undertake to be responsible for any charges of any nature that may be incurred by Us as a result of any authorised or unauthorised use of Your user ID and/or password.
- 6.4 You undertake to be responsible for any charges of any kind incurred as a result of using a Service as defined in the Price List. Your Service must be used in accordance with the Acceptable Use Policy.
- 6.5 The Volume Discount will be applied to Your monthly bill automatically in any month when You have 20 or more Broadband Services on the Billing Date.

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

7. Payment

- 7.1 You shall pay to Us on demand all applicable charges for the relevant Service at rates specified on our website and/or Your Order Form.
- 7.2 Rental for the Service will start on the Service Delivery Date, unless We notify You of a later date for the start of Service when rental will be payable from.
- 7.3 Rental is normally payable in advance but We may bill You in arrears. Except for temporary Service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

8. Price Changes

- 8.1 Each year, broadband pricing will be reviewed and may be subject to a Retail Price Index (RPI) increase. Any increase will take effect during the first quarter of that year.
- 8.2 If We, increase the monthly rental of this Service in addition to a RPI increase, We will write to inform You of this change. If You are still within Your minimum term, We will provide You with a minimum of 60 days' notice. If You are outside of Your minimum term We will provide You with a minimum of 30 days' notice of this change. Subject to Our standard notice period, as set out in the General Terms and Conditions, You may terminate this Agreement within the relevant notice period subject to any outstanding charges being paid.

9. Cancellation

Prior to the Service being provided, this Agreement may be cancelled by Us if the exchange line associated with this Service is cancelled.

10. Suspension

We may suspend the Service immediately and without notice if the exchange line associated with this Service is suspended.

11. Termination

We may terminate this Service immediately and without notice if the exchange line associated with this Service is terminated.

12. Accommodation, Power and Lightning Protection

12.1 In order to provide the Service, We may have to place equipment on Your Premises. You must provide a suitable location and environment for Our equipment. You must prepare Your Premises before Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.

12.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for Our equipment.

12.3 If required You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Service.

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

12.4 In order to take anything other than the Basic Broadband Service, an engineering visit will be required to install a wall socket capable of delivering VDSL services. This site visit may carry an additional charge which will be published at www.sure.com.

13. Customer Premises Equipment

13.1 You must only connect Customer Premises Equipment to Our Service at the designated Network Terminating Point.

13.2 Your Customer Premises Equipment must only be used with Our Service as directed under the Telecommunications (Bailiwick of Guernsey) Law, 2001 and in a way that meets all applicable relevant standards and instruction. If Your Customer Premises Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

14. Security

14.1 You are responsible for the security and proper use of all user IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

14.2 You must immediately inform Us if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

14.3 We reserve the right to suspend user ID and password access to the Service if at any time We consider that there is or is likely to be a breach of security or misuse of the Service.

14.4 We reserve the right (at Our sole discretion) to require You to change any or all of the passwords used in connection with the Service.

14.5 If You forget the password for your Service, you should contact the Helpdesk by telephone and satisfying such security checks as we may operate, we will inform you of your password for the Service.

14.6 You confirm and warrant that all the information supplied by You when You register on-line for the Service is true, complete and accurate in all respects.

14.7 If You use a wireless router with the Service You are responsible for ensuring the wireless service is secure. You should follow any security instructions provided with Your wireless router or contact Us for advice.

15. Information and Permissions

15.1 You confirm that in respect of the Service:

15.1.1 We may install and keep the Service and Telecommunications Equipment at the Premises and have reasonable access to it; and

15.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of Service until its removal.

16. Access to Premises

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the Service as long as We or Our representatives show You our identity badge. We will meet Your reasonable requirements for the safety of people on Your Premises.

17. Internet

The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at Your risk and subject to all applicable laws. We have no responsibility for the performance or speed of the Internet, information, software, services or other materials obtained by You using the Internet.

18. LAN Access

18.1 If You access the Service via a LAN and You do not arrange with Us to supply and maintain an Internet Protocol (IP) router then You are responsible for:

- 18.1.1 providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service;
- 18.1.2 configuration of the IP router;
- 18.1.3 the appointment of a person(s), should You wish them to administer Your system on Your behalf;

You acknowledge that We are not responsible for providing any support whether technical or otherwise, to Your LAN.

18.2 Where IP Addresses are allocated to You, these are for use in connection with this Service only and all rights in those IP addresses belong to Us. You cannot sell them or transfer them to anyone else and must not try to do so. If this Agreement is terminated for any reason the IP addresses will revert to Us.

19. Liability

19.1 The Helpdesk is provided as a technical support facility and We do not guarantee that the advice provided by the Helpdesk will necessarily resolve Your query. Neither the Helpdesk nor Sure are liable whether in contract, tort (including liability for negligence) or otherwise for any failures of any networks, equipment, software or applications which may be affected as a result of implementing recommendations advised by the Helpdesk.

19.2 We will provide the Service at speeds up to the published rate to which You have subscribed, unless after Your Service has been provided You request Us to move it to a different Premises. In such instances, We will aim to provide You with an equivalent Service, however this is dependent on the capabilities of the underlying Broadband infrastructure at Your new Premises. If We cannot provide You with an equivalent Service, We will provide the closest available Service from Our product range at that time.

19.3 We cannot guarantee the specific speed that You will receive as it is dependent on the technical and physical characteristics of Your exchange line up to the Network Terminating Point, the condition of Your internal wiring and the distance Your Premises is from the exchange or street cabinet.

19.4 You shall indemnify Sure against all claims, liabilities, costs, losses and expenses which may be made or asserted by the person that rents the exchange line as a result of the provision of the Broadband Service over that exchange line.

19.5 We do not accept liability for any disruption, loss and or damage to Your data, PC or Macintosh or other

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

Customer Premises Equipment that may occur while You are using: (i) the installation and support CDs that We may supply to You, (ii) the Service, or (iii) programs or data on the CDs.

20. Router and Fault Repair

20.1 We may provide You with the router necessary to access the Service. The router becomes Your property when You take the Service. Risk shall pass to You on delivery. We will be responsible for any repairs to the router during the warranty period and reserve the right to replace it with a new router at Our sole discretion, however:

20.2 Our standard warranty excludes damage caused by lightning or any other events of force majeure; normal wear and tear; improper and negligent use; and third party interference (including hacking).

20.3 We do not give any warranty that the provision of the Customer Premises Equipment (including the router) provided as part of the Service is fit for any particular purpose or will interface with any other Customer Premises Equipment nor support any particular software.

20.4 The router that We may supply to You is compatible with the Service at the time of provision. If Your Service is later upgraded You may need to replace Your router.

20.5 Broadband speeds can be affected by the type of router that You use. A list of recommended routers can be obtained from Sure on request.

SECTION 2

21. Provision of Services (Service Level Agreement)

21.1 We will provide the Service to meet the Service Delivery Date that We agree with You in accordance with this Agreement. Where We fail to meet the Service Delivery Date You may be able to claim compensation under the Consumer Code of Practice.

21.2 We will not be liable for delivery failure where You request a later date or where it is caused by a reason beyond Our reasonable control including late receipt of a signed Order Form or Direct Debit form.

21.3 The target time for the provisioning of the Service under normal operating conditions is up to 10 working days from receipt of Your signed Order Form.

21.4 We will provide the Service using Our standard engineering methods and to the current technical specification, which We may vary from time to time.

21.5 Requests made to Us relating to the provision of the Service must be submitted in writing to: Sure (Guernsey) Limited, PO Box 3, St Peter Port, Guernsey, GY1 3AB. Email: contact@sure.com.

22. Fault Repair (Service Level Agreement)

22.1 We will provide You with a working service although We cannot guarantee that it will always be Fault free. We will take one or more of the following actions in response to a reported Fault:

22.1.1 Provide advice and assistance by telephone.

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

22.1.2 Carry out tests and diagnostics on the Service.

22.1.3 Undertake testing within Our Telecommunications Network.

22.1.4 Visit Your Premises. We will only be able to arrange a site visit by one of our engineers upon acceptance by You of possible site visit charges.

22.1.5 Sure cannot provide support for routers purchased from any third party supplier.

22.2 We will respond to a reported Fault in Service within the time periods shown below:

STANDARD REPAIR SERVICE	
Fault reporting and assistance	24 hours a day via Our Contact Centre on 151 or (01481) 700700
Fault cover	Normal Working Hours 08.00 to 17.00 Monday to Friday (excluding public/bank holidays)
Fault repair time	This will vary depending on the nature of the Fault, but may be up to the end of the fourth Working Day.

22.3 Where We fail to meet the target Service restoration time You may be able to claim compensation under the Consumer Code of Practice. We will not be liable for delivery failure where it is for a reason beyond Our reasonable control or if You request a later Service restoration time.

22.4 If We respond to a reported Fault and find there is none, then a charge may be applied at the applicable hourly rate. If We agree to attend a reported Fault in Service outside Normal Working Hours then You will be charged at the applicable hourly rate.