

# SURE PAY MONTHLY MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

## Product and Service Description

The Sure (Guernsey) Limited ("Sure") GSM pay monthly service provides a GSM mobile service based on monthly payments. There is a monthly access charge, paid in advance with call charges paid monthly in arrears, normally by Direct Debit.

Sure offers various price plans, details of which are available from [www.sure.com](http://www.sure.com). The Service enables You to make voice calls, send text and picture messages and use the Internet, when You are in the Channel Islands or the Isle of Man, and also abroad. The price plan of Your choice can be enhanced by subscription to a "Booster" which will give You additional inclusive services for an additional monthly charge. Promotional offers will also be available to customers that subscribe for the Pay monthly Service from time to time. Details of the standard pay monthly Service price plans, Boosters and promotional offers will be published on the Internet at [www.sure.com](http://www.sure.com).

## SECTION 1 – Service Specific Terms and Conditions

These Sure Service Specific Terms and Conditions should be read in conjunction with the Sure General Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the Sure General Terms and Conditions.

### 1. Definition and Interpretation

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

**"Acceptable Use Policy"** refers to a separate Sure document showing the rules and etiquette governing Our customers in their use of the Internet

**"Booster"** means an option to pay a Monthly charge in addition to the Monthly charge for the pay monthly Service, which gives You additional Inclusive Texts, Inclusive Picture Messages, Inclusive Minutes, Inclusive Data, call discounts or any other additional feature described by Us as a Booster according to the specific "Booster" You have chosen

**"Content"** means data, information, software, photographs, video, graphics, music, sound and any other material appearing on or available through the provision of the Service to You including, without limitation, news, travel, sport and share price information supplied by Us or by other content providers from time to time and which is received by You through the use of the Service

**"Credit Limit"** means a value limit that We may apply to Your account for usage, including but not limited to Calls, texts and data usage. When You have used up to the value of Your Credit Limit You will not be able to make any more Calls (except 999 / 112), text or use data until You have paid all or part of the balance owing

**"Data Card"** means an external GPRS or EDGE Modem manufactured by a third party supplier that, when used in conjunction with a laptop or similar PCMCIA compatible device, enables access to the Internet over GPRS or EDGE

**"Directory Enquiry Service"** means any directory information service, which is operator assisted and involves the operator looking up entries on a database

**"EDGE"** means Enhanced Data rates for Global Evolution. It is an enhancement to the GPRS network that provides data transmission up to 170 Kbps

**"GPRS"** means the standard for wireless communications, which runs at speeds up to 115 kbps known as General Packet Radio Service

**"GSM"** means the digital mobile system known as Global System for Mobile Communications

**"HSDPA"** means the standard for wireless communications known as High Speed Download Packet Access

**"Internet"** means the global network that links millions of computers, using phone and cable links. This provides World-wide communications to homes, schools, businesses and governments. The WWW runs on the Internet

**"Laptop"** means a portable personal computer or other access device that You may use to access Our GPRS/EDGE Telecommunications Network

**"Maximum Usage Limit"** means the maximum number of Inclusive Minutes, Inclusive Texts, Inclusive Picture Messages or Inclusive Data defined for a Pay monthly tariff option or Booster Option, details of which are published at [www.sure.com](http://www.sure.com)

**"Mobile Email"** means email collected and sent using Our GPRS/EDGE network. Any mail server to which You subscribe can be accessed as long as it provides POP and SMTP access

**"Mobile Phone Equipment"** means a handset and a SIM card when using GSM and other associated equipment

**"Month"** means the period between the production of one periodic bill, around the end of each calendar month, and the production of the next periodic bill

**"Multi-media Messaging Service" "MMS"** means a descendant of SMS (Short Messaging Service) which extends text messaging to include longer text, graphics, photos, audio clips, video clips or any combination of such within certain size limits

**"PIN"** means the Personal Identity Number assigned to the SIM Card. When enabled, the PIN is required in order to connect to Our GPRS/EDGE Network using Your SIM Card. When disabled You can use Your SIM Card without entering a PIN. The PIN is disabled by default

**"Service Delivery Date"** means the date on which We make Service ready for use

**"Shortcode SMS"** means the method used by You to access the premium rate service of a third party content provider. You can send an SMS to a 5 digit number (the **"Shortcode"**) beginning with the number '5, 6, 7 or 8'. The length of the Shortcode and the starting digit may change from time to time

**"SIM Card"** means the Subscriber Identity Module containing data (including Your identity), which has been supplied to You by Us

**"SMS"** means the Short Message Service also commonly known as 'text messaging'. A chargeable unit is up to 160 characters long. If an SMS exceeds 160 characters it will be charged in multiples of the unit charge

**"Telephone Directory"** means a telephone directory published from time to time

**"Usage Limit"** means the limit each Month of inclusive minutes, texts, or data that applies to Your Service, including the limit that applies to any Booster to which You subscribe. Inclusive minutes, texts or data must be used within the Month and do not roll over to the next Month.

## **2. Provision of Service**

2.1 If You want Us to provide Your name, address and Service Number for publication in a Telephone Directory and make the Service Number available from a Directory Enquiry Service provided by a third party You should complete a directory entry form. You must pay an additional charge, as set out in Our Price List for any additional or special entries that We agree to provide to You in Our Telephone Directory.

2.2 You must provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes in such information.

2.3 You must have a suitable Data Card or handset in order to access certain Services. Not all Data Cards or handsets are suitable for use on the GPRS/EDGE/3G network or support HSDPA.

2.4 You must have a compatible Laptop or similar compatible device in order to access certain GPRS/EDGE/3G Services. Not all Laptops can support access to the GPRS/EDGE/3G Service.

2.5 We will not accept any responsibility for failure to provide You with the Service if Your handset is not compatible with the GPRS/EDGE/3G network, or any future technology required for a specific service, regardless of whether that handset was purchased directly from Us or from any other handset supplier.

2.6 We will be able to provide You with details of the technical requirements and specifications that Your handset will need in order for You to be able to use it with the Services.

2.7 The Service is available throughout the Channel Islands and the Isle of Man.

2.8 The Monthly Subscription charge applies to usage within the Channel Islands and the Isle of Man.

2.9 Access to the GPRS/EDGE/3G network and HSDPA Services outside the Channel Islands or the Isle of Man is only available where We have put in place appropriate roaming agreements with other telecommunications service providers. The locations in which You can use the data Services are set out at [www.sure.com](http://www.sure.com) Additional charges will be incurred when using the data Services outside the Channel Islands or the Isle of Man. These additional charges will be added to Your monthly bill and are available at [www.sure.com](http://www.sure.com)

2.10 We have no control of the content or appearance of any Internet sites that You may choose to access using the data Services. You are free to access these sites but We accept no responsibility for their content or quality of service.

2.11 Between the hours of 12 a.m. and 2a.m. on the first day of each month of your contract, the system allocates your monthly quota of free calls, texts and data. (the "Allocation Period").

During the Allocation Period, you will not be able to access any free calls, texts and data on your price plan. Any calls, texts or data made during the Allocation Period are therefore likely to incur additional charges.

2.12 We cannot guarantee the Service will be delivered inside a customer's property or place of work or any other location when the mobile signal may be degraded due to the material construction of the building or the geographical location being such as to prevent a stable signal being delivered.

### **3. Use of Service**

3.1 You have no right to sell or transfer the Service Number.

3.2 The Sure Acceptable Use Policy applies to the use of the data Service for access to the Internet. The Acceptable Use Policy is available on the Sure website at [www.sure.com](http://www.sure.com)

3.3 You acknowledge that Your monthly subscription will only cover usage per Month of up to the Usage Limit. Any additional usage will be subject to charging at the applicable rate.

### **4. Payment**

4.1 Rental for the Service will start on the Service Delivery Date, unless:

4.1.1 We notify You of a later date for the start of Service when rental will be payable from; or

4.1.2 You use the Service before the Service Delivery Date, in which case rental will be payable from the date You first use the Service.

4.2 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.

4.3 Call charges will be calculated, except where We otherwise determine, using the details recorded at Our telephone exchange or provided to Us by an Other Licensed Operator.

4.4 The call duration shall be the duration of the establishment of the means of communication.

4.5 Payment of additional charges that You may incur whilst using the Internet including the purchase of certain goods or other Services are not included in the Monthly rental unless otherwise explicitly stated.

4.6 Payment of the Monthly charge for any Booster You opt to take will be in accordance with clauses 4.1 and 4.2.

4.7 We will normally accept payment by direct debit. Other forms of payment may be acceptable by Us by agreement with You.

4.8 If You use (including but not limited to Call, texts and data) up to the value of Your Credit Limit, You may be prevented ("Barred") from using Your mobile, except to call 999/112, until You have paid us the balance owing for usage in part or in full. Subject to 4.10 We will send You a text message when you are nearing the Credit Limit to remind You to pay the balance and will further notify by text once you have become Barred.

4.9 We may increase the Credit Limit to a higher amount but any increase shall be at our sole discretion.

4.10 When You exceed Your Credit Limit, You may not be Barred from the Service immediately as the system needs time to make the change and notify other networks. We may also not receive from our roaming partners any roaming charges that need to be applied to your Service immediately. When any such delay occurs You will have exceeded Your Credit Limit but You will still be able to use the Service for a limited time to make calls, texts and data on local and international networks. You will remain liable to pay all Charges incurred on both local and international networks regardless of whether Your Credit Limit has been exceeded.

## **5. Termination**

5.1 We may terminate this Agreement by giving You at least one months notice. If We give You notice then You must pay rental and any other applicable charges up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your liability for rental ceases (with the exception of any payment for a Booster for which no refund will be given). If You have been suspended from service due to non-payment of accounts We will automatically terminate the Service after one Month should payment still be outstanding.

5.2 You may by giving notice to Us at least one Month before the expiry date of the Initial Term of Service, terminate this Agreement on the expiry date. If You terminate this Agreement during the Initial Term of Service You shall be liable for any outstanding charges at the applicable rate.

5.3 Outstanding rental charges shall not be payable:

5.3.1 if the Service is replaced with another Service from Us that We deem to be comparable; or

5.3.2 if We materially change the rental charge or terms and conditions of this Agreement to Your detriment.

5.4 Your notice does not avoid any other liability for Service already provided.

## **6. Mobile Phone Equipment**

6.1 Your Mobile Phone 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 relevant standards and instructions applicable to You. If Your Mobile Phone Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

## **7. Charges**

7.1 You will be charged for the Service at the rates applicable as published at <http://www.sure.com/>.

7.2 Additional charges may be incurred by You if You exceed the Usage Limit. Sure will endeavour to notify You by SMS when Your balances have been exceeded to help reduce unwanted charges, but You shall remain liable for all additional charges irrespective of whether or not, You receive any notification by SMS.

7.3 We reserve the right to vary any of the charges that apply to the provision of the Service at any time subject to the conditions of our Telecommunications Licence and the Variation clause in the Sure General Terms and Conditions.

7.4 Payment of additional charges, which may include weekly charges and download charges, apply for certain Services including, but not limited to, MMS, JAVA Games and Polyphonic Ringtones that You purchase from the Sure Internet Portal. Payment will be charged to Your Pay monthly bill. If You purchase such items from a mobile Internet portal or other Internet site that is not run by Us then You will be charged by the third party that provides that service.

## **8. Restrictions on Use**

8.1 We may from time to time give You instructions about the use of Service that We reasonably believe are in the interests of health, safety or quality of service to You or other customers and You will comply with all such reasonable instructions.

8.2 The Service may only be used in accordance with the Telecommunications (Bailiwick of Guernsey) Law 2001 and any instructions that We may notify to You.

8.3 The Service shall not be used:

- 8.3.1 for any communication that is grossly offensive or of an indecent, obscene or menacing character;
- 8.3.2 for the purpose of causing annoyance, inconvenience, grievance or needless anxiety to another by sending messages that are known to be false or of a persistent nature; or
- 8.3.3 in breach of instructions We have given under paragraph 8.1 or in breach of the Acceptable Use Policy.

8.4 We may give You immediate notice and suspend provision of the Service:

- 8.4.1 if it is used in a manner that materially harms the integrity, security or interoperability of the Telecommunications Network;
- 8.4.2 is used with equipment that is not approved for connection to the Telecommunications Network;
- 8.4.3 under the direction of a competent authority, if it is used in a manner, or in relation to, the commission of offences against the laws of Guernsey; or
- 8.4.4 if it is used in a manner that breaches clause 8.3 above.

## **9. Security**

9.1 Your Service is to be used by a single user only. You acknowledge that You are responsible for ensuring that no unauthorised access to the Service is obtained using Your account and that You are liable for all such activities conducted through Your Service whether authorised or not.

9.2 It is possible to enable PIN protection on Your SIM Card in order to restrict unauthorised access. If a PIN has been enabled You, as the registered user of the Service, will:

- 9.2.1 keep Your PIN secure and not let it become public knowledge and ensure that Your PIN will not be stored anywhere in an unencrypted format;
- 9.2.2 provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes; and
- 9.2.3 if Your PIN becomes known to any unauthorised user You will inform Us immediately and change Your PIN as soon as possible.

9.3 You are responsible for the security and use of any password or PIN numbers used with the Service. You are advised not to save them in plain text format or use caching systems such as the password cache in Your web browser. We will not be held liable for any loss that You may suffer as a result of Your failure to comply with this clause.

9.4 We make every effort to ensure the security of Your communications. You are however advised that for reasons beyond Our control, there is a risk that Your communications may be unlawfully intercepted or accessed by someone other than the intended recipient. Although Your communications over the air interface with Our systems are secure and encrypted, We have no control over the security of third party networks. Please note when using the Internet, that the Internet is not a secure environment; unwanted programs or material may be downloaded without Your knowledge. These programmes may perform actions that You have not authorized and possibly without Your knowledge. You are responsible for protecting Your equipment and data against these types of programs.

## **10. Liability**

10.1 We are not responsible for the Content of any material made available and/or accessible by use of the Service.

10.2 If any information provided by You is untrue, inaccurate, not current or incomplete, We have the right to terminate Your Service and refuse any and all current or future use of the Service.

10.3 We do not undertake to provide any other services to You under these terms and conditions other than the provision of the Pay monthly Services and do not accept any responsibility for any computer, telephone or other equipment used by You to access the Service. The provision of such services may be covered by other relevant terms and conditions.

10.4 We are not liable in any way for any activities of You in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any Domain Name), infringe obscenity laws, constitute threats, are in any way defamatory or are illegal in any other way.

10.5 You agree to indemnify Us and hold Us blameless in relation to any claim brought by third parties located in any jurisdictions (whether governments, corporate bodies or private individuals) alleging that any use of the Service by You is unlawful or infringes any rights held by such entities. You shall immediately notify Us in writing of any such claims of which You become aware and We may elect to defend such claims. You agree to offer all reasonable assistance to Us in defending such claims at Your sole expense.

10.6 You agree to pay all costs, damages, awards and professional fees of any kind incurred in relation to any claims made against You or against Us relating to Your use of the Service.

10.7 We will use reasonable endeavours to maintain the quality of the Service and to ensure the Service is available at all times but makes no warranties regarding availability or quality of the same and are not liable for any loss of any nature suffered by You or any third party as a result of any event outside the control of Us and in any event are not liable for any loss suffered by You or any third party as a result of any interruption to the Service lasting less than 3 (three) days. You acknowledge that We are not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than Ourselves.

10.8 We are not responsible for maintaining any site or address on the Internet other than Our own site and address and We do not warrant or represent the continued availability of any other site or address. You are responsible for obtaining any insurance, which You may require for any potential loss which You may suffer through the unavailability of the Service.

10.9 You acknowledge that by entering into any contract or other obligation with any third party through the Sure Pay monthly Service, We will neither become a party to such arrangements nor assume any liability there under. You acknowledge that the use of the Internet is solely at Your own risk and subject to all applicable national and international laws and regulations. We have no responsibility for any information or other services obtained by You on the Internet.

## **11. Temporary Unavailability of Service**

If the Service is unavailable due to circumstances beyond Our control for a continuous period of more than 30 (thirty) days You shall be entitled immediately to terminate this Agreement and the Service and We will refund any charges paid for in advance for the unavailable period and any period thereafter.

## **12. Intellectual Property Rights**

12.1 All copyright and other intellectual property rights in any material (including text, photographs, videos, graphics, logos, music, sound and other material images) contained in the Service or the Internet access software that You use to access the Service is either owned by Us or has been licensed to Us by the rights owner(s) for use with the provision of the Service. You are only allowed to use the Service as set out in these Terms and Conditions.

12.2 The words or marks "Sure" and "Sure International" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trade marks of Sure or a member of its Group. ALL RIGHTS RESERVED.

## **13. General Terms and Conditions**

You should refer to the Sure General Terms and Conditions for additional clauses under each of the above headings and for the following:

Special Provision of Service	Fault Repair	Relocation and Reconfiguration
Term of Service	Temporary Service	Interconnection
Default	Cancellation	Suspension
Call Monitoring and Recording	Information and Permissions	Complaints and Arbitration

Assignment	Copyright	Duration and Entire Agreement
Indemnity	Law	Matters Beyond Reasonable Control
Notice	Use of Information	Severability
Variation	Waiver	Deposits and Payments in Advance

**SECTION 2 – Service Schedule** Sure Service Level Schedule defines the standard level of Fault response and provision target times for Pay monthly (contract) Mobile Telephony Services within Guernsey.

**Standard Service**

**Provision of Service Pay Monthly Telephony Services**

Pay Monthly (contract) Service	Two working days from completion of application
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We will provide You with the Service on the terms and conditions as stated.

We plan to deliver a working service by the time as agreed with You or within the maximum time for provision as stated on the Order Form.

Requests made to Us relating to the provision of Service can be made in writing to: Sure (Guernsey) Limited, PO Box 3, Centenary House, La Vrangue, St Peter Port, Guernsey, GY1 3AB, or by calling (01481) 700700

If You require any work for the provision of service to be undertaken outside of Our Normal Working Hours then a charge will be made based on the applicable hourly rate.

**Fault Support Pay Monthly Mobile Telephony Services**

Fault Support	Via Contact Centre on 24 hours a day - dial 151
Fault Cover	Normal Working Hours 0800 – 1700 hours Monday to Friday. Excluding Public/Bank Holidays
Fault Response	Within 8 hours of receipt of Fault report – in Normal Working Hours only.
Clear	Sure GSM network Faults - Resumption of service by the end of the next working day. Roaming Faults are typically cleared within 5 working days (subject to foreign operator's co-operation)

You may report Faults to Us at any time by dialing service code 151. Where a resolution cannot be made at the time of reporting then We will ask You to provide Us with a contact telephone number to enable progress on Fault clearance to be made.

We will:

- provide advice by telephone
- carry out tests and diagnostics on the Service
- work to resolve the Fault within the agreed time period as stated in the schedule

If We respond and work on a reported Fault and it is subsequently found not to be a Fault with Our service then a charge will be made based on the applicable rate defined in the Price List for the Service.

Attention to Faults outside of the stated time will be charged at the Cable Sure applicable rate.

**SECTION 3 – Third Party Services**

**Shortcode Services**

We provide Shortcode SMS access to premium rate services of third party content providers. Such content may include, but is not limited to, ringtones, logos, voting on television programs, text chat and general information services (e.g. cricket result updates).

In accessing these services using Shortcode SMS You may be requesting a one-off service, or subscribing for an ongoing service with a commitment to receive chargeable content. We provide the means of access through the Shortcode SMS, but We are not responsible for and accept no liability for any content that You access using the service. We require the third party content providers to abide by the Phonepay Plus (the UK regulator of premium rate services) Code of Practice. Further information can be obtained on the Phonepay Plus web site at <http://www.phonepayplus.org.uk/>.

Under the Code of Practice subscription services must be clearly advertised stating all charges for the service. We will bill You for any chargeable SMS You send or receive (or Your pre pay balance will be reduced by the values of the charge), but there may also be subscription charges payable directly to the third party content provider. If You want to cease a Shortcode SMS service You can send STOP at any time to the relevant Shortcode.

If You have an enquiry or complaint relating to any Shortcode SMS service You must contact the third party content provider in the first instance. If You are not satisfied with the outcome You can contact Phonepay Plus. If the third party content provider is found to be in breach of the Phonepay Plus Code of Practice they may have their service suspended or terminated and can be fined.

Some third parties provide adult content on their Shortcode SMS services. You must be 18 years or over to access such content. It is the responsibility of the pay monthly account holder (which will be a parent or guardian in the case of a mobile user that is under 18) to ensure that persons under 18 do not use the handset to access such services.

Charges for texts sent or received via Shortcode SMS are set by the third party content provider and may be high as these are premium rate services. Some downloads can cost £5.00 or more. It is Your responsibility to pay any outstanding balance on Your pay monthly mobile account (in the case of pre pay mobile You will only be able to send or receive a chargeable SMS if You have sufficient money in your prepay balance). A chargeable SMS will be charged for if it is sent, irrespective of whether it is delivered or not.