

# ***The BlackBerry Enterprise Solution Service Specific Terms and Conditions***

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**The BlackBerry Enterprise Solution** from C&W Guernsey provides access to the Internet and email via a bespoke handheld device, known as a BlackBerry®. It is a secure and reliable solution that delivers mobile email and Internet access using a BlackBerry Wireless Handheld™, the BlackBerry Enterprise Server and the C&W GPRS network, hence allowing users to access and manage their email inbox when away from a computer.

The BlackBerry Solutions can be supplied to You through Us in two versions. These are:

**BlackBerry Enterprise Solution;** this service requires the purchase of a BlackBerry Wireless Handheld and an annual contract with a monthly subscription charge per device at the rate published in Our Price List (the '**BlackBerry Enterprise Solution**'). The BlackBerry Enterprise Solution is designed to support multiple users accessing the corporate email servers. Hence, this solution additionally requires the purchase and installation of bespoke software, known as the BlackBerry Enterprise Server, which sits behind the company's firewall next to the email server within Your local area network. We will sell You the BlackBerry Enterprise Server, but are not responsible for the installation or maintenance of the BlackBerry Enterprise Server and You will be responsible for choosing a third party systems integrator to provide the installation and maintenance of the BlackBerry Enterprise Server.

**BlackBerry Internet Solution and BlackBerry Enterprise Solution;** in some instances a corporate who has purchased the BlackBerry Enterprise Solution may also wish to allow its employees to access both their corporate and personal email accounts through the BlackBerry Enterprise Solution and BlackBerry Internet Solution respectively. In order to do this, the corporate must request that the service be added to specific mobiles via a signed letter, printed on headed paper. There may also be a charge associated with this service.

We will not be responsible for the installation of the software that constitutes the BlackBerry Enterprise Server required within the company's local area network to enable the BlackBerry Enterprise Solution. The installation and maintenance of that software will be provided by the customer's own choice of systems integrator. We have agreed to work with a number of local systems integrators to ensure Your service needs are met in a timely and appropriate manner. We will provide You with a list of approved systems integrators, for whom We have provided access to the appropriate training materials. We strongly recommend that You contract with one of Our recommended systems integrators for the installation and maintenance of the BlackBerry Enterprise Server.

The BlackBerry Solution includes unlimited data while in the Channel Islands and the Isle of Man. In addition You can use the BlackBerry Wireless Handheld to make Calls or send SMS at rates published in Our Price List at [surecw.com](http://surecw.com).

As an optional facility, You may choose to provision the BlackBerry Solution on a second SIM card. In this case, the second SIM card will have voice and SMS facilities, but will have no inclusive minutes, SMS or any other form of inclusive service. The second SIM card will not be subject to standard monthly rental charge, however the BlackBerry Solution monthly rental charge will apply.

## **SECTION 1 – Service Specific Terms and Conditions**

**These C&W Service Specific Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions and the Pay Monthly Mobile Service Specific Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions and/or the Pay Monthly Mobile Service Specific Terms and Conditions.**

### **1. DEFINITION AND INTERPRETATION**

The C&W General Terms and Conditions include definitions. These definitions are in addition:

**"BlackBerry Solution"** refers to either of or both of (dependant on context and which option You have chosen in relation to each BlackBerry Wireless Handheld) the BlackBerry Enterprise Solution and BlackBerry Internet Solution that provides the ability to receive and send emails and access the Internet over the air using a BlackBerry Wireless Handheld, the GPRS network and relevant email servers.

**"BlackBerry Wireless Handheld"** means the proprietary communication device manufactured by Research In Motion Limited for the purposes of enabling You to access, read and reply to emails via a GPRS network.

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

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

**"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 WWW runs on the Internet.

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

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

## **2. PROVISION OF SERVICE**

2.1 We will provide You with the version of the BlackBerry Solution that You have asked for using Our GPRS data network and provisioning Your SIM accordingly. You must be aware that We are responsible for only certain elements of the network that is used to supply You with the BlackBerry Solution and We will only be held liable for failure to operate those elements of that network in accordance with these terms and conditions

2.2 In order to use the BlackBerry Enterprise Solution, You must have purchased a BlackBerry Wireless Handheld, signed the BlackBerry Enterprise Service application form and thereby agreed to pay the monthly subscription charge. In addition, You (or the company who controls the relevant Local area network) must also have purchased the appropriate authentic proprietary Blackberry Enterprise Server software. You acknowledge that We are not responsible for the installation or maintenance of the Blackberry Enterprise Server software. We will provide You with a list of approved systems integrators who can provide to You this service.

2.3 Subject to clause 2.5 below, the BlackBerry Solution is currently available throughout the Channel Islands, the Isle of Man and elsewhere where we have signed a GPRS roaming agreement with a mobile operator.

2.4 The Monthly Subscription charge includes data usage within the Channel Islands and the Isle of Man only.

2.5 You should be aware that the BlackBerry Wireless Handheld includes encryption software that is subject to certain legal restrictions that restrict the export, import and use of the BlackBerry Wireless Handheld and associated software, and that, in accordance with certain legal agreements that We have entered into, You are not permitted to roam to any country with the BlackBerry Wireless Handheld unless advised by Us from time to time that such roaming is permitted to that country. Access to the Blackberry Solution outside of the Channel Islands or the Isle of Man is subject to the availability of GPRS roaming agreements with other networks and You shall indemnify Us for any loss or damage suffered by Us in the event that You use the BlackBerry Solution in breach of this provision. The availability of GPRS roaming is constantly expanding and an up to date list of countries where GPRS roaming is available can be seen on the Internet at [www.surecw.com](http://www.surecw.com).

2.6 We will give You notice of the end-of-life of a particular product supplied by Us to You within 30 days of (i) when We are notified in writing from Our third party supplier that such products have reached their end-of-life or (ii) when Our agreement with Our third party supplier comes to an end. In that event, We will make it clear that Our third party supplier shall have no obligation to provide support for such product for more than 12 months following delivery of the relevant notice and (if relevant) where to find further information about appropriate product and support availability.

2.7 If You opt to have Your BlackBerry Solution and pay monthly mobile service on the same SIM the applicable date of the contract will be the date You sign for the BlackBerry Solution. From that date You will only be entitled to the BlackBerry Wireless Handheld subsidy. Any entitlement to a subsidized handset associated with Your pay monthly service will lapse.

2.8 You may not be entitled, at Our sole discretion, to a subsidy on the BlackBerry Wireless Handheld if You have recently benefited for a subsidy on a handset associated with the pay monthly service to which You now wish to add the BlackBerry Solution.

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## **3. USE OF SERVICE**

- 3.1 The monthly subscription charge allows unlimited use of the BlackBerry Solution data access within the Channel Islands and the Isle of Man.
- 3.2 Additional charges will be incurred for accessing the BlackBerry Solution when roaming. These additional charges will be added to Your monthly service bill for the BlackBerry Solution.

## **4. TERM OF SERVICE**

- 4.1 The minimum term of service for the BlackBerry Solution depends on the handset price option You select. The standard term of twelve months applies if You pay the standard C&W price for the handset. The term is eighteen months if You pay the lower C&W price for the handset.
- 4.2 We have the right to suspend the BlackBerry Solution for the purposes of maintenance, repair, upgrading or security. We will endeavour to give You as much notice as possible of any such planned suspension by way of a general notice given on Our web site at [www.surecw.com](http://www.surecw.com).
- 4.3 We undertake to supply the version of the BlackBerry Solution to You to which You subscribe in the application form from the Service Delivery Date.

## **5. CHARGES**

- 5.1 The monthly subscription that You will pay to Us for the BlackBerry Solution provides remote access to Your email account within the Channel Islands and the Isle of Man. A connection charge may be applied. The charges for the BlackBerry Enterprise Server will be provided to You prior to the sale of the BlackBerry Enterprise Server to You and You will become liable for the price that has been notified to You.
- 5.2 Additional charges will be incurred by You if You use the BlackBerry Solution either to make voice calls, send SMS/MMS or use the Service outside of the Channel Islands or the Isle of Man.
- 5.3 We reserve the right to vary the monthly BlackBerry Solution charge at any time but will give You a minimum period of 21 days notice of the same, such subscription charge to be applicable for the next billing period following the expiry of the 21 day period. We may provide such notification on Our website at [www.surecw.com](http://www.surecw.com).
- 5.4 If You do not opt to add the BlackBerry Solution to an existing C&W Guernsey pay monthly SIM the charge for voice Calls and texts will be as published at [surecw.com](http://surecw.com).
- 5.5 If You opt to operate only the BlackBerry Wireless Handheld so Your pay monthly voice service is associated with the same SIM, the charges for voice Calls, SMS/MMS made on such device will comply with the Call charges applicable for Your existing pay monthly contract including any bundled voice minutes or SMS.

## **6. PAYMENT**

- 6.1 Subscription for the BlackBerry Enterprise Solution will start on the Service Delivery Date, unless We notify You of a later date for the start of the BlackBerry Solution from when the subscription will be payable. Payment for the BlackBerry Enterprise Solution will be in accordance with the payment terms and conditions notified to You at the time and will generally be in accordance with Our normal billing procedures and billing cycle.
- 6.2 The BlackBerry Solution monthly bill will only be sent separately from Your existing C&W pay monthly mobile phone service bill if Your subscription to the BlackBerry Solution is associated with a separate SIM. If the BlackBerry Solution is provided by means of an upgrade to Your existing SIM then the monthly subscription and any other charges will be added to Your existing bill.
- 6.3 The subscription charge is normally payable in advance on a monthly basis. You must pay the subscription in accordance with Our billing cycle.

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## **7. ILLEGAL USE**

- 7.1 You acknowledge that We are unable to exercise control over the content of data accessed, transmitted or published by You when using the BlackBerry Solution.
- 7.2 You undertake to use the BlackBerry Solution only for lawful purposes and undertake not to access, transmit, publish, display, advertise or make available material which:
- infringes copyright or any other intellectual property right held in any country;
  - is obscene or pornographic;
  - contains threats of any kind;
  - is defamatory in any way;
  - breaches confidence;
  - the access to or transmission or publication of which is illegal, relates in any way to any illegal activity, nuclear or missile proliferation activity or the design of chemical or biological weapons or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason; or
  - contravenes Our Acceptable Use Policy

## **8. TERMINATION**

- 8.1 This agreement may be terminated by any of the following events:
- 8.1.1. 1 (one) month's notice given to You by Us;
  - 8.1.2. 1 (one) month's notice given to Us by You;
  - 8.1.3. immediately by Us upon breach of any of the terms and conditions contained in this Agreement (including without limitation if You use the BlackBerry Solution in a way that is illegal or falls within any of the restrictions set out in clause 7.2 above) by You or failure by You to pay any charge due to Us;
  - 8.1.4. by You for unavailability of Services under paragraph 11 of these terms and conditions.
  - 8.1.5. by You if We materially change the subscription charge or terms and conditions of this Agreement to Your detriment
- 8.2. Termination of this Agreement and Service is always subject to the payment by You of the charge for the provision of the Service for the minimum period of service as set out in clause 4.1 above.
- 8.3. Any charges paid in advance for any period of time after termination takes effect will be refunded except in the case of termination under paragraph 8.1.3. above and subject to paragraph 8.2. You undertake to pay any subscription charge or other charge incurred up to the date of termination. Your notice does not avoid any other liability for any Service already provided.

## **9. SECURITY**

- 9.1 Your BlackBerry Wireless Handheld and SIM Card are supplied with a password and PIN Code access number. You are advised to keep this information secure to avoid unauthorized access to Your BlackBerry Solution. You are responsible for the security and proper use of Your BlackBerry Solution.
- 9.2 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 that the Internet is not a secure environment; unwanted programs or material may be downloaded without Your knowledge. These programs 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, which come mainly in the form of viruses – Trojans and worms - and spyware.

## **10. LIABILITY**

- 10.1 We are not responsible for the content of any material made available and/or accessible by use of the BlackBerry Solution.
- 10.2 If any information provided by You to Us is untrue, inaccurate, not current or incomplete, We have the right to terminate Your BlackBerry Solution and refuse any and all current or future use of the BlackBerry Solution.

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- 10.3 We are not liable in any way for any activities You perform, 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.
- 10.4 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 any use of the BlackBerry Solution by You constituting any unlawful act or in the event that You use the BlackBerry Solution in any way that breaches these C&W Service Specific Terms and Conditions. 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 Us all reasonable assistance in defending such claims at Your sole expense. 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 BlackBerry Solution.
- 10.5 We do not undertake to provide any other services other than the GPRS Network used to provide the BlackBerry Solution to You and do not accept any responsibility for any computer, information technology network or for the proprietary software and device which are used by You to access the BlackBerry Solution. The proprietary software used and the BlackBerry Handheld Device are covered by separate terms and conditions specified by Research In Motion Limited and referred to in clause 12.2 below. We will use reasonable endeavours to maintain the quality of the BlackBerry Solution and to ensure the BlackBerry Solution is available at all times but make 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 of Our control and in any event We are not liable for any loss suffered by You or any third party as a result of any interruption to the BlackBerry Solution 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.
- 10.6 You acknowledge that We are not able to evaluate any potential loss to You and that Our liability to You, whether for breach of contract, negligence or otherwise, in respect of any defect in or discontinuance of the BlackBerry Solution is limited to the subscription fee payable by You for the minimum period of service set out in clause 4.1 above. Further, We are not liable to You for any special or consequential damage which You may suffer as a result of any loss of business, contracts, profits, savings or otherwise. In particular, We cannot be held responsible by You for the non-delivery or non-receipt of an email or other message on the Blackberry Solution.
- 10.7 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 BlackBerry Solution. You acknowledge that by entering into any contract or other obligation with any third party through the BlackBerry Solution, We will neither become a party to such arrangements nor assume any liability there under.

## **11. TEMPORARY UNAVAILABILITY OF SERVICE**

If the BlackBerry Solution 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 the Agreement and the BlackBerry Solution and We will refund any charges paid for in advance for the unavailable period and any period thereafter.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 The words or marks "Cable & Wireless Guernsey" and "Sure" 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 Cable and Wireless Guernsey Limited or one of the Cable and Wireless Guernsey Group companies or third parties and all such rights are hereby expressly reserved.
- 12.2 When We supply You with the BlackBerry Handheld Device and the Blackberry Enterprise Server, it will be supplied with all packaging, notices, disclaimers and licence agreements intact and as shipped to Us by Research In Motion Limited. If You indicate that You are not willing to accept the relevant licence terms and conditions after delivery but prior to installing the software, and You return the software and all accompanying documentation and packaging and proof of purchase to Us, then We will refund You all

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monies paid to Us for the BlackBerry Handheld Device. We exclude all warranties in relation to the BlackBerry Enterprise Server to the fullest extent permitted by law and the use of the BlackBerry Enterprise Server by You shall be governed by the relevant terms and condition referred to in this clause above.

## **13. GENERAL TERMS AND CONDITIONS**

You should refer to the C&W 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
Interconnection	Default	Use of Information
Suspension	Call Monitoring and Recording	Severability
Information and Permissions	Complaints and Arbitration	Waiver
Copyright	Duration and Entire Agreement	Notice
Matters Beyond Reasonable Control		

## **14. TO CONTACT US**

If You wish to contact Us about any aspect of the BlackBerry Solution please send an email to [contact@surecw.com](mailto:contact@surecw.com), text the Helpdesk on 07781 480 048, or call Our general Helpdesk on 01481 700700.