

## EasySMS2 Service Specific Terms and Conditions

The EasySMS2 service enables customers to have Desktop SMS functionality not dissimilar to Desktop email. It provides a simple text messaging service that is a very personal, and unobtrusive method of passing simple messages between PC's and Mobiles. Similar to e-mail, you type a message, enter the destination (a mobile number), then press Send. The message is sent to the destination handset in a matter of seconds.

The User will need to have a PC running Windows 98, NT or XP that has access to the Internet, ideally a constant connection. We will provide all the necessary executable files and installation instructions. However it will be the User's responsibility to install EasySMS2 and set up the Internet connection.

The EasySMS2 service is billed on a monthly basis for the number of SMS messages sent and there is a minimum charge per month.

EasySMS2 has the following features:

- Group SMS send functionality
- Reply from Mobile back to the PC.
- Personal phonebook features with the ability to import numbers, from Outlook for example.
- Template messages
- Personal Signature Tool, to e.g. set your own mobile number as "Call back" option.
- Automated split of messages containing more than 160 characters up to 600 Characters. Messages will be numbered 1/4 2/4 etc. (Note. A charge is applicable for each concatenated message.)
- Sent message log and Overall Statistics, with delivery reports

It also enables automated messages to be sent from customer Servers or Alarm Systems by using the constant IP link to the SMSc.

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

### 1. Definition and Interpretation

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

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

**"Network Terminating Point"** means any physical point of connection forming part of a Telecommunications Network at which another Telecommunications Network or Customer Premises Equipment may be connected

**"Telecommunicationa Apparatus"** has the same meaning as in section 31 of The Telecommunications (Bailiwick of Guernsey) Law, 2001

**"Telecommunications Equipment"** has the same meaning as in section 31 of The Telecommunications (Bailiwick of Guernsey) Law, 2001

**"You"** means the customer entering into this Agreement

**"We", "Us" or "Our"** means Cable & Wireless Guernsey Limited

words in the singular include the plural and vice versa.

## **2. Provision Of Service**

2.1. Should cabling form part of the service then this is provided on the basis of surface mounted wiring in a standard environment.

## **3. Use Of Service**

3.1. The right to use the Service is subject to invitation from Us, and is restricted to You. It may not be transferred without Our written permission. You may be an individual, a corporation or other business entity. You agree not to resell or make any commercial use of the Service outside Your normal business, without Our express consent.

3.2. If the Service provided makes use of the Internet to send and receive certain data, then Your conduct is subject to Internet regulations, policies and procedures. You will not use the Service for chain letters, junk mail, 'spamming' or any use of distribution lists to any person who has not given specific permission to be included in such a process.

3.3. You agree not to transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable national or international law or regulation. Attempts to gain unauthorised access to other computer systems are strictly prohibited.

3.4. While We have taken all reasonable security precautions, the nature of communication by the Internet is such that We cannot guarantee the privacy or confidentiality of any information relating to You passing over the Internet. In utilising the Service You accept that electronic data transfer may not be free from interference by outside third parties and may not remain confidential. The use of the Service is at Your sole risk, and the supply and installation of any computer 'firewall' to protect the Your system is entirely Your responsibility.

3.5. You shall not interfere with another user's use and enjoyment of the Service or another entity's use and enjoyment of similar services. We may, at Our sole discretion, immediately terminate Service should Your conduct fail to conform with these Terms and Conditions.

#### **4. Telecommunications Equipment**

You are responsible for any Telecommunications Equipment that We provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorized by Us. If any part of Our Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.

#### **5. Payment**

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

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

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

5.2. 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.

#### **6. Deposits and Payments In Advance**

6.1. We may ask for payment in advance, which does not exceed the connection charge and rental for the term of Service requested, prior to providing the Service.

#### **7. Suspension**

7.1. We may suspend Service immediately and without notice in an emergency in order to provide or safeguard service to a hospital or to the emergency, or other essential, services.

7.2. We may suspend Service giving You as much written or oral notice as reasonably practical and possible and not less than 24 hours:

7.2.1. for the purpose of repair, maintenance or improvement of Our Telecommunication Network; or

7.2.2. to permit the passage of vehicles with abnormal loads.

We will restore Service as soon as possible after the suspension.

## **8. Termination**

8.1. We may terminate this Agreement by giving You at least three months notice. If We give You notice then You must pay rental and any other applicable charges up to the expiry of the notice. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your liability for rental ceases.

8.2. You may by giving notice to Us at least six weeks before the expiry date of the term of Service, terminate this Agreement on the expiry date. If You terminate this Agreement during the term of Service You shall be liable for any outstanding charges at the rate in force in Our Price List. Outstanding rental charges shall not be payable:

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

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

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

## **9. Accommodation, Power and Lightning Protection**

9.1. In order to provide Service We will have to place Telecommunications Equipment on Your Premises. You must provide a suitable location and environment for Our Telecommunications 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.

9.2. 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 Telecommunications Equipment.

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

## **10. Customer Premises Equipment**

10.1. You must only connect Customer Premises Equipment to Our Service at Our designated Network Termination Point.

10.2. 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 relevant standards and instructions

applicable to You. 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.

## 11. Information and Permissions

11.1. You confirm that in respect of the Service:

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

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

## 12. Access To Premises

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

## 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	Term of Service
Temporary Service	Interconnection
Charges	Default
Cancellation	Call Monitoring and Recording
Complaints and Arbitration	Assignment
Copyright	Duration and Entire Agreement
Indemnity	Law
Liability	Matters Beyond Our Reasonable Control
Notice	Use of Information
Severability	Variation
Waiver	

