

# EasySMS2 Service Specific Terms and Conditions

## Cable & Wireless Isle of Man EasySMS2 Product Description

The EasySMS2 service (the **"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 PCs 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/s.

You will need to have a PC running Windows98, 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 your 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.

**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.

**"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.

**"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.

### 2. Use of Service

- 2.1 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, 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.
- 2.2 If the Service provided makes use of the Internet to send and receive certain data, then Your conduct is subject to Our Acceptable Use Policy. 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.
- 2.3 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.
- 2.4 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 Your system is entirely Your responsibility.
- 2.5 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 the Service should Your conduct fail to conform with these terms and conditions.

### 3. Charges

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You undertake to be responsible for any charges of any nature incurred as a result of any authorised, or unauthorised use of Your login code and/or password.

## 4. Payment

- 4.1 Rental for the Service will start on the Service Delivery date unless We notify You of a later date for the start of the Service when rental will be payable from.
- 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.

## 5. Lightning Protection

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

## 6. Security

- 6.1 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.
- 6.2 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. We will not be held liable for any loss that You may suffer as a result of Your failure to comply with this clause.

## 7. Liability

- 7.1 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.
- 7.2 We do not undertake to provide any other services to You under these terms and conditions other than the provision of the EasySMS2 Service and do not accept any responsibility for any computer, mobile or other equipment used by You to access the Service. The provision of such services may be covered by other relevant terms and conditions.
- 7.3 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, infringe obscenity laws, constitute threats, are in any way defamatory or are illegal in any other way.
- 7.4 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 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.
- 7.5 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.

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- 7.6 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.

## 8. 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:

Provision of service	Special provision of service	Fault repair
Relocation and reconfiguration	Term of service	Temporary service
Interconnection	Charges	Deposits and payments in advance
Default	Cancellation	Suspension
Termination	Call monitoring and recording	Information and permissions
Confidentiality	Complaints and arbitration	Assignment/subcontract
Intellectual property	Copyright	Duration and entire agreement
Indemnity	Law	Liability
Matters beyond reasonable control	Notice	Use of Information
Severability	Variation	Waiver

## 9. To Contact Us

If You wish to contact Us about any aspect of the EasySMS2 service please contact Our office at 14 Athol Street, Douglas, Isle of Man, IM1 1JA, or by calling 07624 247 247.