

## General Internet Terms & Conditions

Cable & Wireless Guernsey (C&W) offers a Dial-up Internet access service that allows the connection of almost any computer — PC, Mac, handheld etc — to the Internet via the <http://www.cwgsy.net/> portal site which provides specially selected local content including news, weather and much more. Once connected, comprehensive use of all Internet services is provided for the price of an Internet call. With modem speeds of up to 56Kbps, this subscription free service supports the fastest possible dial-up delivery from a standard telephone line.

Alternatively, an ISDN line can be used giving an almost instantaneous connection at speeds of 64Kbps (single channel) or 128Kbps (two channels, hence twice the call costs). The service allows the sending and receiving of emails utilising the cwgsy.net email address provided and includes web space for the publication of a simple web site using a cwgsy.net web address.

### 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. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

THESE TERMS AND CONDITIONS ARE IMPORTANT AND SHOULD BE READ CAREFULLY. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND IN THE TERMS OR CONDITIONS PLEASE E-MAIL C&W at [support@cwgsy.net](mailto:support@cwgsy.net)

#### 1. Definitions and Interpretation

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

"C&W Site" means C&W's web site at <http://www.cwgsy.net/>;

"Email Storage Limit" means where We provide You with email services that involve Us providing physical storage space on Our systems, We will impose limits (which We may vary from time to time) on the storage space We provide to You. These limits relate to the physical amount of email messages that can be stored and/or the size of any attachments You can send or receive;

"Internet" means the global information system consisting of a large number of interconnected computer networks that communicate through the use of TCP/IP network protocols; commonly referred to as the World Wide Web;

"Permanently Deleted" means the irretrievable deletion of one or more of Your emails while using our online email system,

"Registration Form" means the registration form provided by Us, either online at the C&W Site or in hard copy, and completed by You identifying the Service to be provided;

"Service" means the service as published at the C&W Site comprising the provision of access to the World Wide Web and more particularly detailed in the Service Description;

"Service Charge" means the list of charges for provision of the Service published online at the C&W Site and payable by You;

"Service Description" means the description of the Service as published at the C&W Site;

"Software Materials" means any software, documentation or other goods, including media, made available by Us to You for the purpose of receiving the Service;

"Third Party Charge" means any and all telephone call charges, line and/or equipment rental charges or charges for associated services payable by You, not provided by Us but required to access the Service.

## **2. Provision of Service**

2.1 We will provide the Service to You from the date of acceptance of the Registration Form by Us, which acceptance shall be communicated to You by way of provision by Us to You of a login code and password.

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

## **3. Use of Service**

3.1. You are responsible for ensuring the Service is used only for lawful purposes and You undertake not to access, transmit, publish, display, advertise or make available material which:

3.1.1 infringes copyright or any other intellectual property right held in any country;

3.1.2 is obscene or pornographic;

3.1.3 contains threats of any kind;

3.1.4 is defamatory in any way;

3.1.5 breaches confidence; or

3.1.6 the access to or transmission or publication of which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason.

3.2 You undertake not to use communications capacity or bandwidth available through use of the Service for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to other computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect other users on the Internet.

3.3 You undertake not to deal with the Software Materials in any manner which would or would be likely to infringe intellectual property rights in the same and to return the Software Materials to Us upon termination of this Agreement for any reason.

## **4. Security**

4.1. You undertake to keep the login code and password assigned by Us to You secure and not to divulge either of them, or any change to them, to any other person save for members of Your household or business.

4.2. You undertake to notify Us immediately should You have any reason to believe that the login code and/or password have been obtained by any person other than those referred to in 4.1.

4.3. You undertake to be responsible for any charges of any nature that may be incurred by C&W as a result of any authorised or unauthorised use of the login code and/or password.

4.4. You may change the assigned password online or may contact Us to effect a change.

4.5. 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.

4.6. We reserve the right to suspend the login or password access to the Service if at any time We consider that there is or is likely to be a breach of security.

4.7. You must immediately inform Us of any changes to the information You supplied on the Registration Form.

4.8 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 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.

4.9 We scan emails with anti-virus software and delete any attachments that are suspected of carrying a virus. However, You are ultimately responsible for virus checking any messages You receive and We do not guarantee to delete each and every virus that passes through our system.

## **5. Charges**

5.1 There is no Subscription fee for using the Internet access. However, there are premium services that You can subscribe to at Your discretion. These services might be provided by Us and subject to a Service Charge, or provided by other service providers and subject to a Third Party Charge.

5.2 You agree to pay any Service Charges for the Services subscribed to and further agree that We are authorised to debit Your preferred form of payment, as notified by You to Us upon registration, or later by You to Us when You chose a new premium service, with such charges from the date You take the premium service until any and all indebtedness of You to Us is cleared.

5.3 Any local taxes payable as part of a Third Party Charge shall be Your sole responsibility and shall be paid by You.

5.4 All Service Charges are payable monthly in advance, and on demand.

5.5 Call charges will be billed on Your periodic telephone account.

5.6 We reserve the right to vary any Service and Call Charges at any time but will give You a minimum of 21 days notice.

## **6. 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.

## **7. 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.

## **8. Termination**

8.1 This Agreement may be terminated by any of the following events:

8.1.1 one month's notice given by Us to You;

8.1.2 one month's notice given by You to Us;

8.1.3. immediately by Us upon breach of any of the terms and conditions contained in this Agreement or failure by You to pay any Service Charge due to Us;

8.1.4. by You for unavailability of Services under paragraph 6 of these terms and conditions.

8.2. Termination of this Agreement and Service is always subject to the payment by You of the Service Charge for the provision of the Service for the Minimum Period of Service above.

8.3. Any Service Charges paid in advance for any period of time after termination takes effect will be refunded to You by Us except in the case of termination under paragraph 8.1.3. above. You undertake to pay Us any Service Charge or other charge incurred up to the date of termination.

## **9. Software**

9.1. Any property in any Software Materials made available by Us to You, including intellectual property, will remain Ours or that of Our licensors.

9.2 We hereby grant You a non-exclusive, non-transferable licence to use the Software Materials for the purpose of receiving the Service only. Such licence will terminate upon termination of the Agreement for this Service for any reason.

## **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 We reserve the right to disclose Your name, telephone and/or facsimile number and/or email address to any person making any complaint or enquiry in relation to the use of the Service.

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

10.4 We do not undertake to provide any other services to You under these terms and conditions other than the provision of the Dial-Up Internet Service 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 C&W terms and conditions.

10.5 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.

10.6 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.

10.7 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.

10.8 We will use reasonable endeavours to maintain the quality of the Service and to ensure the Service 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 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.

10.9 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.

10.10 You acknowledge that by entering into any contract or other obligation with any third party through the 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.

10.11 We reserve the right to restrict access to the Service and to impose data traffic restrictions at Our discretion, in order to implement new facilities, allow data retrieval and maintain Service levels. Where practicable You will be advised of any such measures by email and/or via Our website within a reasonable timeframe. We further reserve the right to filter emails and to remove any email that We in Our absolute discretion consider to be email spam.

10.12 The provision of personal web space and email facilities require Us to provide storage space on Our computers and servers. In order to assist the management of Our services (including but not limited to the provision to You of the Service), You acknowledge and agree that:

10.12.1 We shall be entitled to delete any emails in any individual email account if the storage space utilised by such account is in excess of the Email Storage Limit. We also reserve the right to suspend the further use of any such account (including receipt of emails) unless and until the account meets the Email Storage Limit; and

10.12.2 We shall be entitled to delete any emails in any individual email account that has not been accessed for ninety (90) consecutive days; and

10.12.3 We shall be entitled to delete all emails in any or all of Your email accounts immediately upon the termination of this Agreement and/or the cessation of Our provision to You of the Service; and

10.12.4 We shall be entitled to delete any individual email accounts that have not been accessed for 1 year and You accept that any emails not previously opened or accessed will no longer be available to You..

10.13 You acknowledge and agree that any such deletion of such emails under section 10.12 shall be without liability to You, and We shall not be required to provide You with prior notice of the same.

10.14 Our website <http://www.cwgsy.net> contains local content that is provided to Us by third parties. We cannot be held responsible for the content provided to Us by those third parties.

10.15 We are not responsible if You Permanently Delete any emails that You send or receive using Our online system. We are not able to retrieve any messages that You have deleted. You can change Your preferences to create a Deleted folder that stores your deleted emails until You chose to empty it. If this option is selected messages are only Permanently Deleted once deleted from this folder;

## **11. 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 ServiceTelecommunications Equipment

Fault RepairRelocation and Reconfiguration

Term of ServiceTemporary Service

InterconnectionPayment

Deposits and Payments in AdvanceDefault

CancellationSuspension

Call Monitoring and RecordingAccommodation, Power and Lightning

Customer Premise EquipmentInformation and Permissions

Access to PremisesComplaints and Arbitration

AssignmentCopyright

Duration and Entire AgreementIndemnity

LawMatters Beyond Reasonable Control

NoticeUse of Information

SeverabilityVariation

Waiver

## **12. To Contact Us**

If You wish to contact Us about any aspect of the C&W Dial-Up Internet Service please send an email to [sales@cwgsy.net](mailto:sales@cwgsy.net) or email the Helpdesk on [support@cwgsy.net](mailto:support@cwgsy.net)  
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