

C&W Lifestyle & Picture Messaging Service Specific Terms and Conditions

C&W LIFESTYLE PRODUCT DESCRIPTION

The C&W Lifestyle Package is a group of services that will enable You to make the most from Your Mobile Phone when using GPRS technology. It is available to both Post Pay and Pre Pay C&W GSM customers. Lifestyle is an addition to the C&W Post Pay and Pre Pay Services and the Service Specific Terms and Conditions for those services will also apply where relevant.

C&W Lifestyle includes: Photo Messaging, Multimedia Messaging Services (MMS), Multimedia Messaging Services (MMS) Alerts, JAVA Games, Polyphonic Ringtones, Screen Savers and Wallpapers, access to the Mobile Internet, access to Mobile Email and the Mpay Service (separate C&W Mpay Service Specific Terms and Conditions apply). Other services may be added to C&W Lifestyle in due course. Lifestyle does not provide laptop web access or remote working.

Lifestyle is built from a set of different technologies, some made available to You through Your Mobile Phone and some via the Lifestyle Portal. It is available throughout the Bailiwick of Guernsey and can be used on any network where We have a GPRS roaming agreement with the operator.

The Picture Messaging Service is similar to the Lifestyle Service. The monthly subscription includes MMS up to the usage limit, but all data usage is chargeable.

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.

1. DEFINITION AND INTERPRETATION

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

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

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

“**Handset**” means mobile handset or other access device that You may use to access Our GSM Telecommunications Network.

“**JAVA Games**” a collection of arcade, skill, quiz type games, which are downloaded to Your mobile phone.

“**Lifestyle Package**” means the provision by Us to You of the Lifestyle Services under these Terms and Conditions.

“**Lifestyle Portal**” means the Internet portal set up by Us specifically for access by Our mobile customers.

“**Lifestyle Services**” means the package of services including, but not limited to, Multimedia Messaging Services, Multimedia Messaging Service Alerts, JAVA Games, Polyphonic Ringtones, Photo Messaging, Screen Savers, Wallpapers, the Mpay Service and access to Mobile Internet and Mobile Email as may be amended or added to by Us from time to time..

“**Mobile Email**” means email collected and sent using Our GPRS network. Any mail server to which You subscribe can be accessed as long as it provides POP and SMTP access and You have a compatible Mobile Phone.

“**Mobile Internet**” means any area of the Internet that has been formatted for viewing with a Mobile Phone.

“**Mobile Phone**” means a handset and a SIM card when using GSM and other associated equipment.

“**Mpay Service**” means the Service that allows You to buy goods and other services from Us and other selected online stores by charging the cost to Your Mpay Wallet. The Mpay Service is provided by Us to You under the C&W Mpay Service Specific Terms and Conditions.

“**Multimedia Messaging Service (MMS)**” means a descendent 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.

“**Multimedia Messaging Service (MMS) Alerts**” is a service provided by C&W, which sends an MMS at pre-selected intervals to Your Mobile Phone.

“**Photo Messaging**” or “**Picture Messaging**” means the sending of a photograph from one MMS compatible Mobile Phone to another MMS compatible Mobile Phone on Our mobile Telecommunications Network. In these terms and conditions reference to the Lifestyle Service or Lifestyle Package also refers to the Picture Messaging Service unless it is explicitly stated otherwise.

“**Polyphonic Ringtones**” means ringtones that have more than one phonic value that can be loaded on to compatible Mobile Phones.

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“**Screen Savers**” means a download image from the Lifestyle Portal, which, providing the Mobile Phone is compatible, can act as an alternative screen image after the Mobile Phone has been idle for a period of time.

“**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.

“**Wallpaper**” means a downloaded image from the Lifestyle Portal, which providing Your Mobile Phone is compatible is stored on Your Mobile Phone as a background to the handset menu.

2. PROVISION OF SERVICE

2.1 We will provide You with Lifestyle using Our GPRS data network.

2.2 You will have to have a compatible Mobile Phone to make use of Lifestyle Services. Not all GPRS Mobile Phones can support each of the Lifestyle Services. We will not accept any responsibility for failure to provide any of the Lifestyle Services if Your Mobile Phone is not compatible with the respective Lifestyle Service You wish to access.

2.3 We have no control of the content or appearance of WAP or http sites outside of Our own branded Lifestyle Portal. You are free to access these sites but We accept no responsibility for their content or quality of service.

3. USE OF SERVICE

The C&W Acceptable Use Policy applies to the use of the Lifestyle Package for access to the Internet and Email. The Acceptable Use Policy is available on the C&W web site at cwguernsey.com.

4. TERM OF SERVICE

The minimum term of service for C&W Post Pay customers is one month. There is no minimum term of service for Pre Pay customers

5. CHARGES

5.1 Post Pay

5.1.1 The monthly subscription that You will pay Us for the Lifestyle Package provides unlimited access to the Lifestyle Portal, 5mb of Mobile Internet surfing or email access and 100 inclusive MMS' per month (Picture Messaging Service includes 100 MMS only, all data is chargeable). Extra Mobile Internet surfing or MMS will incur additional charges;

5.1.2 A connection charge applies;

5.1.3 Additional charges, which may include subscriptions and download charges, apply for certain Lifestyle Services including, but not limited to, MMS Fun, JAVA Games and Polyphonic Ringtones. For these charges payment is made through the C&W Mpay Service and the C&W Mpay Service Specific Terms and Conditions will apply; and

5.1.4 See the C&W Price List, which is available at the C&W web site cwguernsey.com, for details of C&W charges.

5.2 Pre Pay

5.2.1 The weekly subscription that You will pay Us for the Lifestyle Package provides unlimited access to the Lifestyle Portal, 5mb of Mobile Internet surfing or e mail access and 100 inclusive MMS' per month (Picture Messaging Service includes 100 MMS only, all data is chargeable). Extra Mobile Internet surfing or MMS will incur additional charges.

5.2.2 A connection charge applies.

5.2.3 Additional charges, which may include subscriptions and download charges, apply for certain Lifestyle Services including, but not limited to, MMS, JAVA Games and Polyphonic Ringtones. For these charges payment is made through the C&W Mpay Service and the C&W Mpay Service Specific Terms and Conditions will apply.

5.2.4 See the C&W Price List, which is available at the C&W web site cwguernsey.com., for details of C&W charges.

6. PAYMENT

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6.1 Post Pay

- 6.1.1 Subscription for the Lifestyle Package will start on the Service Delivery Date, unless:
- 6.1.2 We notify You of a later date for the start of the Lifestyle Package when the subscription will be payable from; or
- 6.1.3 You use the Lifestyle Package before the Service Delivery Date, in which case subscription will be payable from the date You first use the Lifestyle Package.
- 6.1.4 Subscription is normally payable in advance on a monthly basis. The charge will appear on Your normal monthly Post Pay bill. You must pay the subscription in accordance with Our billing cycle.
- 6.1.5 Payment of additional charges, which may include subscriptions and download charges, apply for certain Services including, but not limited to, MMS Fun, JAVA Games and Polyphonic Ringtones must be made through the C&W Mpay Service and separate C&W Mpay Service Specific Terms and Conditions will apply.

6.2 Pre Pay

- 6.2.1 Subscription for the Lifestyle Package will start on the Service Delivery Date, unless:
- 6.2.2 We notify You of a later date for the start of the Lifestyle Package when subscription will be payable from; or
- 6.2.3 You use the Lifestyle Package before the Service Delivery Date, in which case subscription will be payable from the date You first use the Lifestyle Package.
- 6.2.4 Subscription will be collected on a weekly basis. The amount of money left in Your Pre Pay account will be reduced automatically by Us by the value of the weekly charge as long as Your account is active.
- 6.2.5 It is Your responsibility to ensure that sufficient credit is available to cover the weekly subscription charge. If there is insufficient credit We will still debit the whole weekly subscription charge and Your account will go into negative balance. This will result in Your Pre Pay account being suspended. It will be necessary for You to top up Your Pre Pay account to clear the negative balance before You can use the Pre Pay, Lifestyle and / or Picture Messaging Services again. If Your Pre Pay accounts remains in negative balance when the next weekly subscription payment is due, We will reduce that balance further by claiming one further weekly payment. If Your Pre Pay account remains in negative balance for a further week, the weekly payment will be suspended until You top up Your Pre Pay account by enough to cover the outstanding negative balance.
- 6.2.6 If Your Pre Pay account is suspended, the provision to You of the Lifestyle Package will also be suspended.
- 6.2.7 You must pay Us the connection charge when You first subscribe for the Lifestyle Package.
- 6.2.8 Payment of additional charges, which may include subscriptions and download charges, apply for certain Services including, but not limited to, MMS Fun, JAVA Games and Polyphonic Ringtones must be made through the C&W Mpay Service and separate C&W Mpay Service Specific Terms and Conditions will apply.

7. DEPOSITS AND PAYMENTS IN ADVANCE

We may ask for payment in advance, which does not exceed the connection charge and subscription for the term of the Lifestyle Package requested, prior to providing the Lifestyle Package.

8. TERMINATION

- 8.1 We may terminate this Agreement by giving You at least one months notice. If We give You notice then You must pay subscription and any other applicable charges up to the expiry of the notice period. If You have been suspended from service due to non-payment of accounts We will automatically terminate service after one month should payment still be outstanding.
- 8.2 You may by giving notice to Us at least one month before the expiry date of the term of the Lifestyle Package, terminate this Agreement on the expiry date. If You terminate this Agreement during the term of the Lifestyle Package You shall be liable for any outstanding charges at the rate in force in Our Price List. Outstanding subscription charges shall not be payable:
 - 8.2.1 if the Lifestyle Package is replaced with another Service from Us that We deem to be comparable; or
 - 8.2.2 if We materially change the subscription charge or terms and conditions of this Agreement to Your detriment.
- 8.3 We may terminate this Agreement immediately if You use the Lifestyle Package in a way that does not comply with Our Acceptable Use Policy.

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

9. MOBILE PHONE

Your Mobile Phone must only be used with Our Lifestyle Package 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 does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

10. LIABILITY

10.1 You may be required to provide a PIN and any other security information We may require from time to time as part of the registration process for the Lifestyle Package. When choosing Your PIN you must not choose words that are obscene, abusive or likely to cause offence.

10.2 Your Lifestyle Package is to be used by a single user only and You will not allow simultaneous access using Your PIN. You acknowledge that You are responsible for ensuring that no unauthorised access to the Lifestyle Package is obtained using Your PIN and that You are liable for all such activities conducted through Your Lifestyle Package whether authorised or not.

10.3 You, as the registered user of the Lifestyle Package, will:

10.3.1 keep Your PIN secure and not let it become public knowledge and ensure that Your PIN will not be stored anywhere on a computer or Your Mobile Phone in plain text;

10.3.2 provide true, accurate, current and complete information when registering on the website and notify Us immediately of any changes or mistakes;

10.3.3 if Your PIN becomes known to any unauthorised user You will inform Us immediately and change Your PIN as soon as possible;
and

10.3.4 if any information provided by You is untrue, inaccurate, not current or incomplete, We have the right to terminate Your Lifestyle Package and refuse any and all current or future use of the Lifestyle Package.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 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 Lifestyle Package or any Lifestyle Services or the internet access software that You use to access the Lifestyle Services is either owned by Us or has been licensed to Us by the rights owner(s) for use with Our Lifestyle Package. You are only allowed to use the Lifestyle Package as set out in these Terms and Conditions.

11.2 The word or mark "Cable & Wireless Guernsey" 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 & Wireless Guernsey or one of the Cable & Wireless Guernsey Group companies or third parties. ALL RIGHTS RESERVED.

12. 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
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		

13. TO CONTACT US

If You wish to contact Us about any aspect of Lifestyle please send an email to <mailto:contact@cwguernsey.com>, or call the Helpdesk on (01481) 700700