

# ***C&W Mobile Data Service Specific Terms and Conditions***

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## **C&W MOBILEDATA SERVICE PRODUCT DESCRIPTION**

The C&W 'MobileData Service' provides You with the ability to access the Internet and email via a Laptop. It is a mobile Internet and email access solution, which utilises C&W's GPRS network and requires You to purchase and use a Data Card. The MobileData Service does not include the ability for You to make GSM voice calls or send or receive SMS or MMS. The MobileData Service is supplied to You through the Data SIM card if You are an existing C&W mobile customer. In order to use the MobileData Service, You will have to buy a Data Card. These are available from Us at one of Our shops or one of Our selected dealers. This Agreement does not cover the supply and use of Data Cards.

## **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:

**“Application Form”** means the Application Form filled out by You and provided to Us when You apply for the MobileData Service.

**“Acceptable Use Policy”** refers to a separate C&W document showing the rules and etiquette governing Our customers in their use of the Internet.

**“Content”** means data, information, software, photographs, video, graphics, music, sound and any other material appearing on or available through the provision of the MobileData Service by You including, without limitation, news, travel, sport and share price information supplied by Us or by other content providers from time to time and which is received by You through the MobileData Service.

**“Data Card”** means a PCMCIA GPRS Modem manufactured by a third party supplier that, when used in conjunction with a laptop or similar PCMCIA compatible device, enables access to the Internet over GPRS.

**“Data SIM Card”** means the Subscriber Identity Module containing data (including Your identity), which has been supplied to You by Us to provide You with access to the Internet through the MobileData Service.

**“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.

**“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.

**“Laptop”** means a portable personal computer or other access device that You may use to access Our GPRS Telecommunications Network.

**“MobileData Service”** means the service provided by Us to You that provides You with the ability to receive and send data packets using a device which is able to attach to a GPRS or EDGE network.

**“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.

**“Multi-media Messaging Service”** 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.

**“PIN”** means the Personal Identity Number assigned to the Data SIM Card. When enabled, the PIN is required in order to connect to Our GPRS Network using Your Data SIM Card. When disabled You can use Your Data SIM Card without entering a PIN. The PIN is disabled by default.

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

### **2. PROVISION OF SERVICE**

- 2.1 We will provide You with the MobileData Service using Our GPRS data network as requested by You on the Application Form from the Service Delivery Date.
- 2.2 You must have a suitable Data Card to use as a modem in order to access the MobileData Service. Not all Data Cards are suitable for use as a GPRS modem. You must provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes in such information.
- 2.3 You must have a compatible Laptop or similar compatible device in order to access the MobileData Service. Not all Laptops can support access to the MobileData Service.
- 2.4 We will not accept any responsibility for failure to provide You with the MobileData Service if Your Laptop is not compatible with the use of a Data Card, regardless of whether that Data Card was purchased directly from Us or from any other Data Card supplier.
- 2.5 We will be able to provide You with details of the technical requirements and specifications that Your Laptop will need in order for You to be able to use it with a Data Card and to be able to use the MobileData Service.
- 2.6 The MobileData Service is currently available throughout the Bailiwick of Guernsey.
- 2.7 The Monthly Subscription charge applies to usage within the Bailiwick only.
- 2.8 Access to the MobileData Service outside the Bailiwick is only available where We have put in place GPRS roaming agreements with other telecommunications service providers. The locations in which You can use the MobileData Service are set out at [www.cwguernsey.com](http://www.cwguernsey.com). Additional charges will be incurred when using the MobileData Service outside the Bailiwick of Guernsey. These additional charges will be added to Your monthly bill and are outlined at [www.cwguernsey.com](http://www.cwguernsey.com)
- 2.9 We have no control of the content or appearance of any Internet sites that You may choose to access using the MobileData Service. 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 MobileData Service for access to the Internet. The Acceptable Use Policy is available on the C&W website at [www.cwguernsey.com](http://www.cwguernsey.com).

### **4. TERM OF SERVICE**

Mobile Data has three different term of service options - these are a single month, a twelve-month or an eighteen-month contract. The length of Your contract is defined on the application form that You sign when You first take the Service.

### **5. CHARGES**

- 5.1 You will pay Us a monthly subscription charge for the MobileData Service.
- 5.2 No connection charge will be applied
- 5.3 The monthly subscription charges are set out in the Price List at [www.cwguernsey.com](http://www.cwguernsey.com).
- 5.4 We reserve the right to vary any of the charges that apply to the provision of the MobileData Service at any time but will give You a minimum period of 21 days notice of the same in accordance with the variation clause in the C&W General Terms and Conditions, and such revised charge will be applied for the next billing period following the expiry of the 21 day period.

### **6. PAYMENT**

- 6.1 Subscription for the MobileData Service will start on the Service Delivery Date, unless:
  - 6.1.1 We notify You of a later date for the start of the MobileData Service from when the subscription will be payable; or
  - 6.1.2 You use the MobileData Service before the Service Delivery Date, in which case Your subscription will be payable from the date You first use the MobileData Service.
- 6.2 The monthly bill for the MobileData Service will be sent directly to You. This bill will be separate from any existing C&W Mobile Service Bills You currently receive.

- 6.3 Subscription is payable in advance on a monthly basis. You must pay the subscription in accordance with Our billing cycle.
- 6.4 Payment of additional charges that You may incur whilst using the Internet including the purchase of certain goods or other Services are not included in the charges for the MobileData Services.

## **7. RESTRICTIONS ON USE**

- 7.1 We may from time to time give You instructions about the use of Service that We reasonably believe are in the interests of health, safety or quality of service to You or other customers and You will comply with all such reasonable instructions.
- 7.2 The MobileData Service may only be used in accordance with the Telecommunications (Bailiwick of Guernsey) Law, 2001 and any instructions that We may notify to You.
- 7.3 The MobileData Service shall not be used:
- 7.3.1 for any communication that is grossly offensive or of an indecent, obscene or menacing character;
  - 7.3.2 for the purpose of causing annoyance, inconvenience, grievance or needless anxiety to another by sending messages that are known to be false or of a persistent nature; or
  - 7.3.3 in breach of instructions We have given under paragraph 7.1 or in breach of the Acceptable Use Policy.
- 7.4 We may give You immediate notice and suspend provision of the MobileData Service:
- 7.4.1 if it is used in a manner that materially harms the integrity, security or interoperability of the Telecommunications Network;
  - 7.4.2 is used with equipment that is not approved for connection to the Telecommunications Network;
  - 7.4.3 under the direction of a competent authority, if it is used in a manner, or in relation to, the commission of offences against the laws of the Bailiwick; or
  - 7.4.4 if it is used in a manner that breaches clause 7.3 above.

## **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 or failure by You to pay any charge due to Us;
  - 8.1.4 by You for unavailability of the MobileData Services under paragraph 11 of these terms and conditions;
  - 8.1.5 if We materially change the subscription charge or terms and conditions of this Agreement to Your detriment.
- 8.2 Termination of this Agreement and provision of the MobileData Service is always subject to the payment by You of the relevant charge for the provision of the MobileData Service for the minimum period of service set out in clause 4 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. You undertake to pay any charges incurred up to the date of termination.
- 8.4 We may terminate this Agreement immediately if You use the MobileData Service in a way that does not comply with Our Acceptable Use Policy or these Terms and Conditions.
- 8.5 Your notice to terminate the provision of the MobileData Service does not avoid any other liability for any element of the MobileData Service or other service already provided by Us to You.

## **9. SECURITY**

- 9.1 Your MobileData Service is to be used by a single user only. You acknowledge that You are responsible for ensuring that no unauthorised access to the MobileData Service is obtained using Your account and that You are liable for all such activities conducted through Your MobileData Service whether authorised or not.
- 9.2 It is possible to enable PIN protection on your Data SIM Card in order to restrict unauthorised access. If a PIN has been enabled, You, as the registered user of the MobileData Service, will:

- 9.2.1 keep Your PIN secure and not let it become public knowledge and ensure that Your PIN will not be stored anywhere on a Laptop in plain text;
- 9.2.2 provide true, accurate, current and complete information when registering on the website and notify Us immediately of any changes or mistakes; and
- 9.2.3 if Your PIN becomes known to any unauthorised user You will inform Us immediately and change Your PIN as soon as possible.
- 9.3 You are responsible for the security and use of any password or PIN numbers used with the MobileData Service. You are advised not to save them in plain text format or use caching systems such as the password cache in Your web browser. We will not be held liable for any loss that You may suffer as a result of Your failure to comply with this clause.
- 9.4 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.

## **10. LIABILITY**

- 10.1 We are not responsible for the Content of any material made available and/or accessible by use of the MobileData 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 MobileData Service.
- 10.3. If any information provided by You is untrue, inaccurate, not current or incomplete, We have the right to terminate Your MobileData Service and refuse any and all current or future use of the MobileData 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 MobileData Services and do not accept any responsibility for any computer, telephone or other equipment used by You to access the MobileData Service. The provision of such services may be covered by other relevant 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 MobileData 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 MobileData Service.
- 10.8 We will use reasonable endeavours to maintain the quality of the MobileData Service and to ensure the MobileData 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 MobileData 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 MobileData Service.
- 10.10 You acknowledge that by entering into any contract or other obligation with any third party through the C&W MobileData 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.

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

If the MobileData 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 MobileData Service and We will refund any charges paid for in advance for the unavailable period and any period thereafter.

**12. INTELLECTUAL PROPERTY RIGHTS**

12.1 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 MobileData Service or the Internet access software that You use to access the MobileData Service is either owned by Us or has been licensed to Us by the rights owner(s) for use with the provision of the MobileData Service. You are only allowed to use the MobileData Service as set out in these Terms and Conditions.

12.2 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.

**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
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		

**14. TO CONTACT US**

If You wish to contact Us about any aspect of MobileData Service please send an email to [contact@cwguernsey.com](mailto:contact@cwguernsey.com) , or contact us on 01481 700700.