

SURE MOBILE TELEMETRY SERVICE SPECIFIC TERMS AND CONDITIONS

SURE MOBILE TELEMETRY SERVICE PRODUCT DESCRIPTION

The Sure Mobile Telemetry Service (the 'Service') from C&W is a service using SIMs capable of providing GPRS, CSD or SMS functionality provided the device the SIM is used in is compatible. The Service is offered to customers that wish to collect data electronically, such as remote meter reading, monitoring stock or location tracking and other similar telemetry activities.

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:

"Content" means data, information, software, photographs, video, graphics, music, sound and any other material appearing on or available through the provision of the Service 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 Service.

"CSD" means Circuit Switched Data, which is a standard technology for data transmission in a GSM network.

"GPRS" means the standard for wireless communications, which runs at speeds up to 115 kbps known as General Packet Radio Service.

"GSM" means the digital mobile system known as Global System for Mobile Communications.

"Inclusive CSD Minutes" or **"Inclusive Texts"** or **"Inclusive Data"** means the free minutes for Calls, free texts or data included within the Monthly subscription charge for certain Sure Mobile Telemetry services.

"Machine to Machine Communications Tool" or **"MMCT"** means an external device that utilises a SIM card to communicate over a mobile network.

"Mobile Phone Equipment" means a MMCT or other device and a SIM card when using GSM and other associated equipment.

"Month" means the period between the production of one periodic bill, around the end of each calendar month, and the production of the next periodic bill.

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

"SIM Card" means the Subscriber Identity Module containing data (including Your identity), which has been supplied to You by Us.

"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.

"Usage Limit" means the limit every Month of Inclusive Data, Inclusive Texts and/or Inclusive CSD Minutes that applies to Your Service as detailed in Our Price List.

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2. Provision of Service

- 2.1 You must have a suitable MMCT or other compatible device in order to access certain Services. Not all MMCTs will be compatible with Our SIM cards.
- 2.2 We will not accept any responsibility for failure to provide You with the Service if Your MMCT or other device is not compatible with the mobile network, or any future technology required for a specific service, regardless of whether that MMCT or device was purchased directly from Us or from any other supplier.
- 2.3 We will be able to provide You with details of the technical specifications of Our systems to enable You to establish if Your MMCT device will be compatible with Our Service.
- 2.4 The Service is available throughout the Channel Islands and the Isle of Man.

3. Use of Service

- 3.1 You have no right to sell or transfer the Service Number.
- 3.2 The C&W Acceptable Use Policy applies to the use of the Service for access to the Internet. The Acceptable Use Policy is available on the C&W website at www.surecw.com
- 3.3 You acknowledge that Your monthly subscription will only cover usage per Month of up to the Usage Limit. Any additional usage will be subject to charging at the applicable rate.

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 Service when rental will be payable from.
- 4.2 Rental is normally payable in advance but We may bill You in arrears. We will apportion rental on a daily basis for incomplete billing periods. Usage charging is in arrears.
- 4.3 We will only accept payment by direct debit.

5. Termination

- 5.1 We may terminate this Agreement by giving You at least one months notice. If We give You notice then You must pay rental and any other applicable charges up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your liability for rental ceases. If You have been suspended from service due to non-payment of accounts We may terminate the Service after one Month should payment still be outstanding
- 5.2 You may by giving notice to Us at least one Month before the expiry date of the Initial Term of Service, terminate this Agreement on the expiry date. If You terminate this Agreement during the Initial Term of Service You shall be liable for any outstanding charges at the applicable rate. Outstanding rental charges shall not be payable:
 - 5.2.1 if the Service is replaced with another Service from Us that We deem to be comparable; or
 - 5.2.2 if We materially change the rental charge or terms and conditions of this Agreement to Your detriment.
- 5.3 You may terminate this Agreement by giving Us at least one month's written notice at any time after the end of the Initial Term of Service.

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

6. Mobile Phone Equipment

Your Mobile Phone Equipment must only be used with Our Service as directed under any applicable law or regulation and in a way that meets all relevant standards and instructions applicable to You. If Your Mobile Phone Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

7. Charges

7.1 You will be charged for the Service at the rates applicable as published at www.surecw.com.

7.2 Additional charges will be incurred by You if You exceed the Usage Limit. Any unused Inclusive CSD Minutes, Inclusive Texts or Inclusive Data at the end of a Month will not be carried over to the next or any subsequent month.

7.3 We reserve the right to vary any of the charges that apply to the provision of the 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

8. Restrictions on Use

8.1 We may from time to time give You instructions about the use of the 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.

8.2 The Service shall not be used:

8.2.1 for any communication that is grossly offensive or of an indecent, obscene or menacing character;

8.2.2 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

8.2.3 in breach of instructions We have given under paragraph 8.1 or in breach of the Acceptable Use Policy.

8.3 We may give You immediate notice and suspend provision of the Service:

8.3.1 if it is used in a manner that materially harms the integrity, security or interoperability of the Telecommunications Network;

8.3.2 is used with equipment that is not approved for connection to the Telecommunications Network;

8.3.3 under the direction of a competent authority, if it is used in a manner, or in relation to, the commission of offences against the law; or

8.3.4 if it is used in a manner that breaches clause 8.2 above.

9. Security

9.1 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.

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- 9.2 It is possible to enable PIN protection on Your SIM Card in order to restrict unauthorised access. If a PIN has been enabled, You, as the registered user of the 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 in an unencrypted format;
 - 9.2.2 provide true, accurate, current and complete information when registering 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 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.

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 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.
- 10.3 We do not undertake to provide any other services to You under these terms and conditions other than the provision of the Sure Mobile Telemetry 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 terms and conditions.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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

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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.

10.8 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.

11. 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.

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

12.2 The word or mark "Cable & Wireless" and "Sure" 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 or one of the Cable & Wireless 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
Term of Service	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	Deposits and Payments in Advance

SECTION 2 – Service Schedule

The C&W Service Level Schedule defines the standard level of Fault response and provision target times for the Sure Mobile Telemetry Service.

Standard Service

Provision of Service – Sure Mobile Telemetry Services

Telemetry Service	Subject to agreement on a case by case basis
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We will provide You with the Service on the terms and conditions as stated.

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We plan to deliver a working service by the time as agreed with You or within the maximum time for provision as stated on the Order Form.

Requests made to Us relating to the provision of Service can be made in writing to:

Cable & Wireless Isle of Man Limited, Second Floor, 14 Athol Street, Douglas, Isle of Man, IM1 1JA, or by calling 01624 692200.

If You require any work for the provision of service to be undertaken outside of Our Normal Working Hours then a charge will be made based on the applicable hourly rate.

Fault Support – Sure Mobile Telemetry Services

Fault Support	Contact Centre - 24 hours a day - dial 0808 10 15 24 7
Fault Cover	Normal Working Hours - 0800 – 1700 hours Monday to Friday, excluding Public/Bank Holidays
Fault Response	Within 8 hours of receipt of Fault report – in Normal Working Hours only.
Clear	C&W mobile network Faults - Resumption of service by the end of the next working day.

You may report Faults to Us at any time by dialling service code 0808 10 15 24 7. Where a resolution cannot be made at the time of reporting then We will ask You to provide Us with a contact telephone number to enable progress on Fault clearance to be made.

We will:

- provide advice by telephone
- carry out tests and diagnostics on the Service
- work to resolve the Fault within the agreed time period as stated in the schedule

If We respond and work on a reported Fault and it is subsequently found not to be a Fault with Our service then a charge will be made based on the applicable rate defined in the Price List for the Service.

Attention to Faults outside of the stated time will be charged at the C&W applicable rate.