

## Online billing service specific terms and conditions

This Online Billing Service site (the "Site") is operated by Cable & Wireless Isle of Man Limited (registered number 106624C) ("C&W", "We", "Us", "Our"). **BEFORE USING THIS SITE CAREFULLY READ THE TERMS AND CONDITIONS BELOW WHICH GOVERN THE USE OF THIS SITE AND THE SERVICE (AS DEFINED BELOW).**

These Service Specific Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions which are available at [www.surecw.com/isleofman/page-563](http://www.surecw.com/isleofman/page-563). Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

By using this site You agree to be bound by these Terms and Conditions and, as and where applicable the General Terms and Conditions. If You accept these terms of use, please click on the 'Submit' button and You will be provided with access to Our Online Billing Service (the "Service"). By clicking on the 'Terms and Conditions' and 'Submit' and using Our Site You are deemed to have accepted these Terms and Conditions.

### 1. Provision of the Service

1.1 We undertake to use all reasonable endeavours to provide You with access to the Service. Such access will allow You to view and pay Your bills electronically through the Internet. You can opt to also receive a paper bill.

1.2 If You have only one mobile registered on Your account You can register for Our Online Billing Service online and choose the user ID which will be used to access the Service. Once You have successfully completed the registration process online You will be sent a verification code by SMS which You need to enter on the Site after clicking the 'Submit' button. Then You will be able to use Our Online Billing Service.

1.3 If You have more than one mobile registered on Your account We will give You a contact number to call to register as an extra level of security. We will then help You with the registration. You will have access to the itemised bills of the other mobiles registered on Your account. It is Your responsibility to make the other mobile users aware of this.

1.4 We may need to ask You for further verification if we are unable to confirm You are the account holder. This may be done in writing or by calling in to Our retail shop.

1.5 You are responsible for providing Us with complete, accurate and up to date registration information.

1.6 You are fully responsible for safeguarding Your user ID and password and shall protect the same against unauthorised disclosure or use. If You suspect any fraudulent activity on Your account You should immediately notify Us by calling 07624 247 247 or by sending an email to [talk@surecw.com](mailto:talk@surecw.com) to have Your password changed or Your access to Our Online Billing Service disabled.

1.7 Your right to use the Service is personal and non-transferable. You shall be fully responsible and liable for any unlawful use of Our Online Billing Service by means of the use of Your user ID or Your password by any person. 1.8 We will be responsible for the operation and maintenance of the Site. All the bills hosted on the Site are generated and provided by Us.

### 2. Payment

2.1 Payment of an electronic bill may be made by direct debit, cash, cheque or online by credit or debit card. If You choose to pay online by credit or debit card by agreeing to these Terms and Conditions You authorise Us to initiate a debit entry to Your credit or debit card for the payment of the electronic bill. You further authorise Your bank to deduct such payment(s) from Your credit or debit card account.

2.2 In the event that We are unable to secure the funds for the transaction from Your account with Your bank for any reason, including but not limited to insufficient funds in Your bank account, then the electronic bill remains due. You should pay the outstanding balance by cash by visiting Our shop.

2.3 The dishonour of a credit or debit card payment may lead to the revocation of Your use of Our Online Billing Service.

2.4 We will not be liable to You if Your payment cannot be processed because:

- 2.4.1 Your credit or debit card account does not contain sufficient available funds; or
  - 2.4.2 The information You supply is incorrect and/or incomplete; or
  - 2.4.3 The Site or other systems are not working properly; or
  - 2.4.4 Circumstances beyond Our reasonable control prevent or impede the transaction.
- 2.5 In the event that you cancel the direct debit payment instructions to your Bank and fail to pay any outstanding bills provide a suitable alternative method of payment, whether by way of any credit or debit card payment You have previously authorized being dishonoured or on request from Us we may terminate the provision of service to You and / or require the return of any products supplied to You.

### **3. The Internet**

We provide access to Our Online Billing Service via the Internet. The Internet is made up of many interconnected networks and therefore We cannot guarantee uninterrupted and/or reliable access to Our Online Billing Service and to the extent permitted by applicable law We make no guarantees whatsoever as to the Site or the Service's operation, availability, functionality or that such will be free of error and/or fault or disruption or otherwise. Under clause 31 (Matters Beyond Reasonable Control) of Our General Terms and Conditions We shall not be liable if Our Online Billing Service is unavailable due to circumstances outside Our reasonable control, or due to Our compliance with any statutory obligation, acts or omissions of persons for whom We are not responsible.

### **4. The Site**

- 4.1 You agree to be bound by and comply with the Terms and Conditions stated on the Site as amended from time to time.
- 4.2 We do not guarantee that the content appearing on the Site will be error free or that the Site or the server that operates the Site is free of viruses or other harmful components.
- 4.3 We reserve the right to vary the Site or any part of the Site, modify or discontinue the Site, any part of the Site and the Services available on it at Our sole discretion.
- 4.4 We have not reviewed all of the sites linked to this Site and We are not responsible for the content or accuracy of any off-site pages (other than surecw.com/isleofman) or any other sites linked to this Site (including without limitation sites linked through advertisements or through any search engines).
- 4.5 We assume no responsibility for links, which are automatically generated on the Site. The inclusion of any link does not imply that We endorse the linked site, and You use such links at Your own risk.
- 4.6 You are responsible for all correspondence or dealings with, or participation in promotions of advertisers on the Site, which are solely between You and such advertisers.
- 4.7 You are only permitted to use the content on the Site as expressly authorised by Us and may not copy, reproduce, distribute or create derivative works from such content.

### **5. Termination**

- 5.1 We reserve the right to discontinue access to Our Online Billing Service at any time.
- 5.2 We reserve the right to disconnect or deactivate Your use of and access to Our Online Billing Service if We reasonably believe that You have violated any applicable laws or regulations, breached these Terms and Conditions and/or Our Acceptable Use Policy, or infringed any of Our rights or those of another party in Your use of this service.
- 5.3 Upon discontinuance, disconnection, deactivation or cancellation of Your use of and access to Our Online Billing Services, We have the right to restrict Your access to the information You have transmitted to, or which You keep on or via the Site. In any such case We may delete such materials.
- 5.4 You shall advise Us in writing if You no longer wish to have access to Our Online Billing Service and We shall implement such termination as soon as possible.
- 5.5 We reserve the right to discontinue access to Our Online Billing Service at any time in the event that you cancel the direct debit payment instructions to your Bank and fail to pay any outstanding bills provide a suitable alternative method of payment on request from Us.

### **6. Limitation of Liability**

6.1 We shall not be liable for any consequential, indirect or special loss or damage arising from or in any way connected with the performance of Our obligations under these Terms and Conditions.

6.2 You agree to indemnify Us from and against any and all liability, loss, damage, costs and expenses whatsoever awarded against, incurred by or paid or payable by Us as a result of any claim, loss or damage whatsoever arising out of Your negligent, wilful or unlawful act or omission and/or default under these Terms and Conditions.

6.3 Our liability for damages or any and all losses whatsoever resulting from Our performance or non-performance of the Services and/or under these Terms and Conditions regardless of whether that liability arises in contract, tort (including negligence), equity or statute shall unless otherwise stated in these Terms and Conditions be limited in the aggregate to the sum of the average of Your last three (3) months bills.

6.4 The indemnity contained in this clause shall remain in full force and effect notwithstanding any termination of these Terms and Conditions.

## **7. Registration**

7.1 You guarantee and warrant that all of the information provided for online registration for Our Online Billing Service is true and correct and You agree to be bound by and adhere to these Terms and Conditions. You agree that these Terms and Conditions together with all online registration information are subject to the provisions of the Electronic Transactions Act 2000 (Act of Tynwald) (the "Act") and form a valid contract for Our Online Billing Service between You and Us.

7.2 If any part of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable then that part shall be deemed to be severable from the remainder of these Terms and Conditions and such shall not affect the validity or enforceability of any of the remaining parts of these Terms and Conditions.

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