

C&W PAY AS YOU GO MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

SURE FROM C&W PAYG MOBILE SERVICE PRODUCT DESCRIPTION

The standard C&W (Sure) Pay As You Go (PAYG) mobile service (the **Service**) provides a mobile service when You are in the Channel Islands and the Isle of Man or roaming in a country with which We have a CAMEL roaming agreement, with all payments based on the advanced purchase and Activation of PAYG call credit via electronic top-up (e Top up).

The Service provides for traffic in speech, Short Message Service (SMS) text messaging, picture messaging and provides access to the Internet if You use a suitable handset. The tariff option of Your choice can be enhanced by subscription to a Booster which will give You additional inclusive services or call discounts for a set fee. Promotional offers will also be available to customers that subscribe for the PAYG Service from time to time. Details of the standard PAYG Service tariff options, Boosters and promotional offers will be published on the Internet at www.surecw.com.

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:

“Acceptable Use Policy” refers to a separate C&W document showing the rules and etiquette governing Our customers in their use of the Internet, which can be viewed on Our website at www.surecw.com

“Activation” means the process completed by You to add credit to Your PAYG account via electronic top-up (eTop up)

“Booster” means an option to pay a monthly charge, which gives You additional Inclusive Texts, Inclusive Picture Messages, Inclusive Minutes , Inclusive Data, call discounts or any other additional feature described by Us as a Booster according to the specific ‘Booster, You have chosen

“CAMEL Roaming” means the ability to use Your handset in any country where We have signed a CAMEL roaming agreement with at least one operator. We may change the countries in which CAMEL Roaming is enabled at Our sole discretion. Information on CAMEL Roaming will be made available on Our web site at www.surecw.com.

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

“Data Card” means an external GPRS or EDGE 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 or EDGE

“Directory Enquiry Service” means any directory information service which is operator assisted and involves the operator looking up entries on a database

“EDGE” means Enhanced Data rates for Global Evolution. It is an enhancement to the GPRS network that provides data transmission up to 170 Kbs

“e Top up” means the method of electronic top-up that is used by You to purchase use of the Service from Us in advance

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

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

“Inclusive Minutes” or **“Inclusive Texts”** or **“Inclusive Picture Messages”** or **“Inclusive Data”** means the free minutes

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for Calls, free texts, picture messages or data that may be included with the e Top up from time to time. Inclusive Minutes, Inclusive Texts, Inclusive Picture Messages or Inclusive Data can be used at any time of day for Calls, texts, picture messages or data made within the Channel Islands or the Isle of Man

"Internet" means the global network that links millions of computers, using phone and cable links. This provides worldwide communications to homes, schools, businesses and governments. The WWW runs on the Internet

"Laptop" means a portable personal computer or other access device that You may use to access Our GPRS/EDGE Telecommunications Network

"Maximum Usage Limit" means the maximum number of Inclusive Minutes, Inclusive Texts, Inclusive Picture Messages or Inclusive Data included with a e Top up or Booster, details of which are published at www.surecw.com

"Mobile Email" means email collected and sent using Our GPRS/EDGE network. Any mail server to which You subscribe can be accessed as long as it provides POP and SMTP access

"Mobile Phone Equipment" means a handset and a SIM card when using GSM and other associated equipment

"Multi-media Messaging Service" "MMS" means an alternative to 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 SIM Card. When enabled, the PIN is required in order to connect to Our GPRS/EDGE Network using Your SIM Card. When disabled You can use Your SIM Card without entering a PIN. The PIN is disabled by default

"Roaming" means the ability to use the services of another CAMEL enabled Telecommunications Network with which Cable & Wireless has a roaming agreement

"Service Delivery Date" means the date on which We make Service ready for use

"Shortcode SMS" means the method used by You to access the premium rate service of a third party content provider. You can send an SMS to a 5 digit number (the **"Shortcode"**) beginning with the number '5, 6, 7 or 8'. The length of the Shortcode and the starting digit may change from time to time.

"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

"Sure Live Portal" means the portal provided by Us from which You may purchase JAVA games etc for which You will be charged directly by Us

"Telephone Directory" means a telephone directory published from time to time

"Usage Limit" means the limit of Inclusive Minutes, Inclusive Texts, Inclusive Picture Messages or Inclusive Data that may apply to an e Top up, including the limit that applies to any Booster for which You subscribe

2. Provision of Service

- 2.1 If You want Us to provide Your name, address and Service Number for publication in a Telephone Directory and make the Service Number available from a Directory Enquiry Service provided by a third party You should complete a directory entry form.
- 2.2 You must provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes in such information.

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- 2.3 You must have a suitable Data Card or handset in order to access certain Services. Not all Data Cards or handsets are suitable for use on the GPRS/EDGE network.
- 2.4 You must have a compatible Laptop or similar compatible device in order to access certain GPRS/EDGE Services. Not all Laptops can support access to the GPRS/EDGE Service.
- 2.5 We will not accept any responsibility for failure to provide You with the Service if Your handset is not compatible with the GPRS/EDGE network, or any future technology required for a specific service, regardless of whether that handset was purchased directly from Us or from any other handset supplier.
- 2.6 We will be able to provide You with details of the technical requirements and specifications that Your handset will need in order for You to be able to use it with the Services.
- 2.7 The Service is available throughout the Channel Islands and the Isle of Man.
- 2.8 Access to the GPRS/EDGE Service outside the Channel Islands and the Isle of Man is only available where We have put in place appropriate roaming agreements with other telecommunications service providers. The locations in which You can use the data Services will be set out at www.surecw.com. Additional charges will be incurred when using the data Services outside the Channel Islands and the Isle of Man. These additional charges will be deducted from the balance of credit on Your account. As at October 2007 data services are not available outside of the Channel Islands and the Isle of Man for Sure pay as you go customers.
- 2.9 We have no control of the Content or appearance of any Internet sites that You may choose to access using the data Services. You are free to access these sites but We accept no responsibility for their Content or quality of service.

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 data 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 any additional usage above the Usage Limit will be subject to charging at the applicable rate.

4. Term of Service

The Service provided under this Agreement is controlled by You by the purchase and initialisation of PAYG e Top up, unless terminated under the provisions of paragraph 8. The operational features of the PAYG e Top up are listed in Our Price List.

5. Interconnection

- 5.1 If the Service requires Interconnection with Other Licensed Operators then We are only responsible and liable for the part of the Service under Our direct control.
- 5.2 We may suspend or terminate Service immediately, without notice, if any other part of the service is terminated or suspended.

6. Charges

- 6.1 Call charges will be calculated, except where We otherwise determine, using the details recorded at Our telephone exchange or provided to Us by another Licensed Operator.
- 6.2 The call duration shall be the duration of the establishment of the means of communication.

7. Payments

- 7.1 Payments to Us for all aspects of the Service, apart from Boosters and downloads from the Internet, are made in

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advance by Your purchase and Activation of PAYG e Top up. The conditions under which the PAYG e Top up operate are detailed in Our Price List.

- 7.2 Charges for any Booster which You choose will start on the Service Delivery Date, unless:
 - 7.2.1 We notify You of a later date for the start of the Booster when charges will be payable from; or
 - 7.2.2 You use the Booster before the Service Delivery Date, in which case charges will be payable from the date You first use the Booster.
- 7.3 Charges will be collected on a monthly basis. The amount of money left in Your PAYG account will be reduced automatically by Us by the value of the monthly charge as long as Your account is active.
- 7.4 It is Your responsibility to ensure that sufficient credit is available to cover the monthly charge for the Booster. If there is insufficient credit We will still debit the whole monthly charge and Your account will go into negative balance. If the negative balance reaches £15 or more Your PAYG account will be disabled and You will be unable to make or receive Calls (except emergency Calls) or send or receive texts. It will be necessary for You to call Our Contact Centre on 0808 1015 247 and ask for Your PAYG account to be reactivated. It will also be necessary for You to purchase an e Top up of sufficient value to cover the negative balance and put Your PAYG account in credit before You will be able to make or receive Calls or send or receive texts.
- 7.5 If Your PAYG account is suspended, the provision to You of the Booster will also be suspended.
- 7.6 You must pay Us the connection charge (if any) when You first subscribe for the Booster.
- 7.7 Payment of additional charges, which may include weekly charges and download charges, apply for certain Services including, but not limited to, MMS, JAVA Games and Polyphonic Ringtones that You purchase from the Sure Live Portal. Payment will be taken immediately by Us from the balance on Your PAYG account. If You purchase such items from a mobile Internet portal or other Internet site that is not run by Us then You will be charged by the third party that provides that service.

8. Termination/Suspension/Expiry of Service

- 8.1 We may terminate this Agreement by giving You at least one months notice.
- 8.2 You may terminate this Agreement at any time by ceasing to purchase any further PAYG e Top up and letting your account go into an expired state as detailed in sections 8.3 to 8.6.
- 8.3 To maintain an account and for Your PAYG Service to remain connected to the network, You must add at least £5 credit to your account once every 12 months.
- 8.4 If you fail to comply with 8.3, once the twelve month period of failing to top up has passed, Your account will be put into a suspended state, where You will only be able to receive calls and texts. You will be unable to make calls or send texts but you will be able to make calls to the emergency services. The suspended state lasts for 30 days. To redeem your account to normal service from the suspended state you must either top up your phone with at least £5 or call our Customer Services Centre on 0808 1015 247.
- 8.5 If after 30 days of being in a suspended state, you have failed to redeem your account to normal service, your account will be put into a disabled state, where you will be unable to receive or make any calls or texts, apart from to the emergency services. The disabled state lasts for 90 days. To redeem your account to normal service from the disabled state you must call our Customer Services Centre on 0808 1015 247.

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8.6 If you have not redeemed your account by the end of the 90 day disabled state, your account will go into an expired state and this Agreement will be terminated. Your mobile number for the Service will be removed from the system and all remaining credit on your account will be transferred to C&W.

8.7 We may suspend the service or disconnect any SIM card from the network without warning if:

a) the network breaks down or needs maintenance. We will make every effort to stop this happening;

b) You do not, or someone using Your SIM card does not keep to these conditions, or any other agreement with Us;

or

c) You, or anyone who uses Your SIM card, damages the Telecommunications Network or puts it at risk, or abuses or threatens Our staff.

9. Mobile Phone Equipment

Your Mobile Phone Equipment must only be used with Our Service as directed under The Telecommunications (Jersey) Law 2002 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.

10. Restrictions on Use

10.1 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.

10.2 The Service may only be used in accordance with the Telecommunications (Jersey) Law 2002 and any instructions that We may notify to You.

10.3 The Service shall not be used:

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

10.3.2 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

10.3.3 in breach of instructions We have given under paragraph 10.1 or in breach of the Acceptable Use Policy.

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

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

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

10.4.3 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 Jersey; or

10.4.4 if it is used in a manner that breaches clause 10.3 above.

11. Security

11.1 You acknowledge that You are responsible for ensuring that no unauthorised access to the Service is obtained using

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Your account and that You are liable for all such activities conducted through Your Service whether authorised or not.

- 11.2 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 user of the Service, will:
- 11.2.1 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;
 - 11.2.2 provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes; and
 - 11.2.3 if Your PIN becomes known to any unauthorised user You will inform Us immediately and change Your PIN as soon as possible.
- 11.3 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.
- 11.4 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 when using the Internet, 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.

12. Liability

- 12.1 We are not responsible for the Content of any material made available and/or accessible by use of the Service.
- 12.2 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.
- 12.3 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.
- 12.4 We do not undertake to provide any other services to You under these terms and conditions other than the provision of the PAYG Services 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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

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(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.

- 12.9 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.
- 12.10 You acknowledge that by entering into any contract or other obligation with any third party through the C&W PAYG 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.

13. Intellectual Property Rights

- 13.1 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 or the Internet access software that You use to access 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.
- 13.2 The words or marks "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.

14. 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	Cancellation	Suspension
Call Monitoring and Recording	Information and Permissions	Complaints and Arbitration
Assignment	Copyright	Duration and Entire Agreement
Indemnity	Law	Liability
Matters Beyond Reasonable Control	Notice	Use of Information
Severability	Variation	Waiver

SECTION 2 – Service Schedule

Cable & Wireless Jersey Service Level Schedule defines the standard level of Fault response and provision target times for the PAYG Mobile Telephony Services within the Channel Islands.

Standard Service

Provision of Service PAYG Telephony Services

PAYG Services	Immediately upon purchase of PAYG SIM pack
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We will provide You with the Service on the terms and conditions as stated.

Requests made to us relating to the provision of Service must be made in writing to:

Cable & Wireless Jersey Limited, PO Box 366, Richmond House, 8 David Place, St Helier, Jersey, JE2 4TD

Fault Support PAYG Telephony Services

Fault Support	Via Our Contact Centre on 0808 1015 247, 24 hours a day.
Fault Cover	Normal Working Hours 0800 – 1700 hours Monday to Friday.

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	Excluding Public/Bank Holidays
Fault Response	Within 8 hours of receipt of Fault report – in Normal Working Hours only.
Clear	Jersey C&W GSM and PAYG network Faults - Resumption of service by the end of the next working day. Roaming Faults are typically cleared within 5 working days (subject to foreign operator's co-operation)

You may report Faults to Us at any time by dialling service code 0808 1015 247. 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:

1. provide advice by telephone
2. carry out tests and diagnostics on the service
3. 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 Cable & Wireless Jersey applicable rate defined in the Price List for the service.

SECTION 3 – Third Party Services

Shortcode Services

We provide Shortcode SMS access to premium rate services of third party content providers. Such content may include, but is not limited to, ringtones, logos, voting on television programs, text chat and general information services (e.g. cricket result updates).

In accessing these services using Shortcode SMS You may be requesting a one-off service, or subscribing for an ongoing service with a commitment to receive chargeable content. We provide the means of access through the Shortcode SMS, but We are not responsible for and accept no liability for any content that You access using the service. We require the third party content providers to abide by the Phonepay Plus (the UK regulator of premium rate services) Code of Practice. Further information can be obtained on the Phonepay Plus web site at www.phonepayplus.org.uk/.

Under the Code of Practice subscription services must be clearly advertised stating all charges for the service. We will bill You for any chargeable SMS You send or receive (or Your pre pay balance will be reduced by the values of the charge), but there may also be subscription charges payable directly to the third party content provider. If You want to cease a Shortcode SMS service You can send STOP at any time to the relevant Shortcode.

If You have an enquiry or complaint relating to any Shortcode SMS service You must contact the third party content provider in the first instance. If You are not satisfied with the outcome You can contact Phonepay Plus. If the third party content provider is found to be in breach of the Phonepay Plus Code of Practice they may have their service suspended or terminated and can be fined.

Some third parties provide adult content on their Shortcode SMS services. You must be 18 years or over to access such content. It is the responsibility of the post pay account holder (which will be a parent or guardian in the case of a mobile user that is under 18) to ensure that persons under 18 do not use the handset to access such services.

Charges for texts sent or received via Shortcode SMS are set by the third party content provider and may be high as these are premium rate services. Some downloads can cost £5.00 or more. It is Your responsibility to pay any outstanding balance on Your post pay mobile account (in the case of pre pay mobile You will only be able to send or receive a chargeable SMS if You have sufficient money in your prepay balance). A chargeable SMS will be charged for if it is sent, irrespective of whether it is

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delivered or not.