

# SURE SAFETY (STANDARD & EMERGENCY) MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

## SURE FROM C&W - SURE SAFETY PAY MONTHLY PRODUCT DESCRIPTION

The Sure Safety Standard service and the Sure Safety Emergency service (the 'Service' depending on the service You are renting from Us) from Cable & Wireless Isle of Man Limited provide a GSM mobile service based on monthly payments. There is a monthly access charge, paid in advance with call charges paid monthly in arrears by Direct Debit

Details of the Sure Safety Standard service and the Sure Safety Emergency service are available on [www.surecw.com/safety](http://www.surecw.com/safety), including charges and a list of the countries where You can use Your handset. The Service enables You to make calls, send text messages and use data services using four of the UK networks (Vodafone, O2, T-Mobile and Orange) wherever they have network coverage.

## SECTION 1 – Service Specific Terms and Conditions

**These Sure Service Specific Terms and Conditions should be read in conjunction with the C&W IOM 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

**"ACCOLC"** – In a major emergency, network operators may prioritise SIM's on their network and remove the ability of the Sure roaming SIM's to use the network space. The likelihood is that the emergency services will have a contract with one of the UK networks. This means that the "Sure Safety SIM will find an alternative network to which it is allowed to connect. ACCOLC stands for Access Overload Control

**"Authorised User"** means any person whom You authorise to use the Service and that use will result in charges being made to You, and payable by You, for the use of the Service

**"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

**"Credit Limit"** means a value limit that We may apply to Your account for usage, including but not limited to Calls, texts and data usage. When You have used up to the value of Your Credit Limit You will not be able to make any more Calls (except 999 / 112), text or use data until You have paid all or part of the balance owing

**"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

**"EDGE"** means Enhanced Data rates for Global Evolution. It is an enhancement to the GPRS network that provides data transmission up to 170 Kbps

**"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

**"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/EDGE Telecommunications System

# SURE SAFETY (STANDARD & EMERGENCY) MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

**"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

**"Mobile Phone Equipment"** means a handset 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

**"Multi-media Messaging Service" "MMS"** means a descendant 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 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

**"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

**"Strongest Signal Roaming (SSR)"** means Your SIM card will roam on multiple networks and pick up the strongest signal when You switch Your handset on. If one network connection is lost the SIM card will pick up the next strongest available signal from another network at that time. SSR applies to the UK only although you can use Your handset in any country where we have a roaming agreement with an operator.

**"Sure"** is a trading name of Cable & Wireless Isle of Man Limited.

**"You"** for the purposes of these Service Specific Terms and Conditions means the Customer and any Authorised User.

## 2. Provision of Service

2.1 You must provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes in such information.

2.2 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 a GPRS/EDGE network.

2.3 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.

2.4 We will not accept any responsibility for failure to provide You with the Service if Your handset is not compatible with a 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.

2.5 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.

2.6 [Access to the Service, including GPRS/EDGE Services outside the Isle of Man and the Channel Islands is only available where We have put in place appropriate roaming agreements with other telecommunications service providers. For example the Service can be used on four of the UK networks (Vodafone, O2, T-Mobile and Orange). The full list of locations in which You can use the Services are set out at [surecw.com/safety](http://surecw.com/safety).

2.7 We have no control of the content or appearance of any Internet sites that You may choose to access using the data

# SURE SAFETY (STANDARD & EMERGENCY) MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

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](http://www.surecw.com)

## **4. Payment**

- 4.1 Rental for the Service will start on the Service Delivery Date.
- 4.2 Rental is normally payable in advance but We may bill You in arrears. Except for temporary Service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.
- 4.3 Call charges will be calculated, except where We otherwise determine, using the details recorded at Our telephone exchange or provided to Us by an Other Licensed Operator.
- 4.4 The call duration shall be the duration of the establishment of the means of communication.
- 4.5 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 Monthly rental unless otherwise explicitly stated.
- 4.6 We will normally accept payment by direct debit. Other forms of payment may be acceptable by Us by prior written agreement with You, but You may incur an additional charge.
- 4.7 If You use up to the value of Your Credit Limit, if any, You will be unable to use Your mobile, except to call 999 / 112, until You have paid Us the balance owing for usage in part or in full. We will send You a text message when You are nearing the Credit Limit to remind You to pay the balance.
- 4.8 We may change the Credit Limit that is applied to Your account, which may be an increase or a decrease in the Credit Limit.

## **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 will automatically terminate the Service after one Month should payment still be outstanding
- 5.2 You may terminate this Agreement by giving notice to Us at least one Month before the expiry date of the Initial Term of Service, in which case this Agreement will terminate on the expiry date. If You terminate this Agreement during the Initial Term of Service You shall be liable for any outstanding charges for the balance of the Initial Term 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 Your notice does not avoid any other liability for Service already provided.

## **6. Charges**

- 6.1 You will be charged for the Service at the rates applicable as published at [www.surecw.com/safety](http://www.surecw.com/safety), which are inclusive of VAT.

# SURE SAFETY (STANDARD & EMERGENCY) MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

6.2 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

6.3 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 Internet Portal. Payment will be charged to Your pay monthly bill. 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.

## **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 Service may only be used in accordance with the Telecommunications Act 1984 (of Tynwald), the Communications Act 2003 and any other applicable legislation or regulation and any instructions that We may notify to You.

7.3 The 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 know 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 Service:

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

7.4.2 is used with equipment that is not approved for connection to the Telecommunications System;

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 Isle of Man or the United Kingdom or any other country or jurisdiction in which you use the Service; or

7.4.4 if it is used in a manner that breaches clause 7.3 above.

## **8. Security**

8.1 Your Service is to be used by an Authorised User only. 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.

8.2 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, or any Authorised User will:

8.2.1 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;

8.2.2 provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes; and

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

# SURE SAFETY (STANDARD & EMERGENCY) MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

possible.

8.3 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.

8.4 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.

## 9. Liability

9.1 We are not responsible for the Content of any material made available and/or accessible by use of the Service.

9.2 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.

9.3 We do not undertake to provide any other services to You under these terms and conditions other than the provision of the Sure Safety Standard 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.

9.4 We are not liable in any way for any of Your activities 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.

9.5 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.

9.6 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.

9.7 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, including but not limited to any event occurring in the network of another operator 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 (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.

9.8 You acknowledge that We do not have any control over and cannot be held liable for the actions taken by other mobile operators, including but not limited to the use of ACCOLC. If one operator chooses to bar calls from Sure customers to the emergency services we have no control over their decision so do not accept liability for any loss due to the actions of any network operator.

9.9 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.

9.10 You acknowledge that by entering into any contract or other obligation with any third party through the Sure Safety

# SURE SAFETY (STANDARD & EMERGENCY) MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

Standard 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.

## 10. Strongest Signal Roaming

- 10.1 Sure has roaming agreements with the four main mobile operators in the UK (Vodafone, O2, T-Mobile, and Orange). Hence You will be able to use the Service wherever at least one of the operators has a working network. Your handset will log on to the network that has the strongest signal in the location where the handset is switched on.
- 10.2 If none of the UK operators with which we have a roaming agreement have coverage in a location, or if they are all unavailable at the time You want to use them You will not be able to use the Services.
- 10.3 From time to time You might lose the signal from one UK operator. If the networks of one or more other operators have coverage at that location Your handset will automatically switch to the network that has the strongest signal.

## 11. Temporary Unavailability of Service

- 11.1 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.
- 11.2 You are responsible for ensuring that Your handset or other mobile device is charged or has the appropriate power supply to enable it to be used and to function in accordance with its' manufacturers' specifications and instructions.

## 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 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.
- 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 IOM 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

Cable & Wireless Isle of Man Service Level Schedule defines the standard level of Fault response and provision target times for the Sure Safety Standard Service.

### Standard Service

### Provision of Service

# SURE SAFETY (STANDARD & EMERGENCY) MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

|                     |   |
|---------------------|---|
| Sure Safety Service | Two working days from completion of application |
|---------------------|---|

We will provide You with the Service on the terms and conditions as stated.

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, 14 Athol Street, Douglas, Isle of Man, IM1 1JA, or by calling + 44 1624 692200 or Our Contact Centre on 07624 247247.

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 Pay Monthly Mobile Telephony Services

|                |  |
|----------------|--|
| Fault Support  | Via Contact Centre on 24 hours a day - dial + 44 1481 700700   |
| Fault Cover    | Normal Working Hours 0800 – 1700 hours Monday to Friday.<br>Excluding Public/Bank Holidays   |
| Fault Response | Within 8 hours of receipt of Fault report – in Normal Working Hours only.  |
| Clear          | Cable & Wireless GSM network Faults - Resumption of service by the end of the next working day.<br><br>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 dialing service code + 44 1481 700700. 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 Our applicable rate.

## 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 PhoneyPayPlus (the UK regulator of premium rate services) Code of Practice. Further information can be obtained on the PhoneyPayPlus web site at <http://www.phoneypayplus.org.uk/>.

## SURE SAFETY (STANDARD & EMERGENCY) MOBILE SERVICE SPECIFIC TERMS AND CONDITIONS

Under the Code of Practice subscription services must be clearly advertised stating all charges for the service. We will bill You for any chargeable SMSs 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 PhonepayPlus. If the third party content provider is found to be in breach of the PhonepayPlus 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 pay monthly 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 pay monthly 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 delivered or not.