

C&W e Top Up Terms and Conditions

This Website is operated by Cable and Wireless Guernsey Limited ("Cable & Wireless", "We", "Our", "Us"). **BEFORE USING THIS SITE PLEASE CAREFULLY READ THE TERMS AND CONDITIONS SET OUT BELOW WHICH GOVERN THE USE OF THIS SITE.**

If You accept these terms of use, please click on the 'ACCEPT' button and You will be provided with access to the e Top up Service ("the Service") after You complete the registration process. By clicking 'ACCEPT' and using the Website You are deemed to have accepted these Terms and Conditions. If You do not accept these Terms and Conditions You will not be permitted to use the Website and the Service. This is an agreement between You and Cable & Wireless for the use of the Service.

These Cable & Wireless Service Specific Terms and Conditions should be read in conjunction with the Cable & Wireless General Terms and Conditions and the Cable & Wireless Privacy Policy. Where there is conflict these Service Specific Terms & Conditions supersede the General Terms and Conditions.

1. Definitions

The Cable & Wireless General Terms and Conditions include definitions. These definitions are in addition to those contained in the Cable & Wireless General Terms and Conditions:

"Account" means the e Top up Account created by Us to enable You to top up Your Sure Pay As You Go ("PAYG") mobile account

"Password" means the code selected by You which, in combination with the User ID, gives You access to Your Account

"Terms and Conditions" or "Agreement" means these terms and conditions of use of the Service

"User ID" means the identification code selected by You, which, in combination with the Password, gives access to Your Account.

"Website" means the e Top up Website located at URL www.surecw.com

2. Electronic Signatures and Agreement(s)

You hereby agree to the use of electronic communication in order to enter into contracts, place orders and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Service. Furthermore, to the extent permitted by Guernsey law You waive any rights or requirements under which require an original (non-electronic) signature or delivery or retention of non-electronic records.

3. The Service

3.1 The Service is a service provided by Us that enables You to purchase airtime for a Sure PAYG mobile phone by going online to the Website, registering for the Service and topping up Your Sure PAYG mobile phone using a credit / debit card. The funds deposited by You will be added directly to Your Account. In addition to receiving a confirmatory message on Your computer an email confirmation will be sent to Your registered email address as well as a text message to the mobile phone that has been topped up.

3.2 Once You have registered for the Service We undertake to provide You with access to Your Account. Such access will allow You to automatically top up Your Sure PAYG mobile phone through the Internet and charge the amount to Your registered credit / debit card.

3.3 We are responsible for the operation and maintenance of the Website.

3.4 We reserve the right to introduce any changes or amendments to the use of the Website at any time and in Our sole discretion, including but not limited to withdrawing the Service or access to the Website.

3.5 You are responsible for providing Us with accurate, complete and updated registration information. You will also at all times provide Us with any data or information necessary for Us to provide the Service.

3.6 If You do not provide Us with the information which is required to use the Service and/or the Website or if You do not fulfill Your obligations We will be entitled to suspend the provision of the Service.

3.7 Use of the Service requires a valid credit / debit card. You represent and warrant that You are the registered credit / debit card holder. By agreeing to these Terms and Conditions You authorise Us to initiate a debit entry to Your credit / debit card for the purchase of airtime. You further authorise Your bank to deduct such payment(s) from Your credit / debit card account. You understand that We note a transaction as a pending payment until funds are secured from Your bank. You further understand that in the event that We are unable to secure the funds for a transaction from Your bank for any reason,

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including but not limited to insufficient funds on Your credit card that You will not be able to purchase airtime for Your Sure PAYG mobile phone.

- 3.8 We will not be liable to You if Your purchase cannot be processed because:
- (i) Your credit card account does not contain sufficient available funds for Us to debit that account in the amount of the purchase;
 - (ii) the funds on Your credit card account are subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting payments at the time We attempt to debit Your credit card account for the amount of the purchase;
 - (iii) the information You supplied is incorrect and/or incomplete;
 - (iv) the Website or other systems are not working properly; or
 - (v) circumstances beyond Our reasonable control prevent or impede the transaction.
- 3.9 All transactions conducted on or via the Website are final. We shall not be liable or responsible for any loss or damage of any sort incurred as a result of any error in any amount charged or paid via the Service or the Website.
- 3.10 We may terminate Your use of the Service or the Website if You have used the Service or the Website in any way that is contrary to law or in any way disrupts the Service and/or the Website.
- 3.11 We are entitled, without any liability, to refuse, limit, suspend and/or interrupt the Service, or any part thereof, for any reason whatsoever, at Our sole discretion and without any notice to You.
- 3.12 We may change the technical features of the Service in order to keep pace with the latest demands and technological developments, at Our sole discretion and without any notice to You.

4. The Website

- 4.1 You agree to be bound by and comply with the Terms and Conditions stated on the Website as amended from time to time.
- 4.2 We do not guarantee that the content appearing on the Website will be error free or that the Website or the server that operates the Website is free of viruses or other harmful components.
- 4.3 We reserve the right, at Our sole discretion, to vary the Website or any part of thereof, modify or discontinue the Website, or any part of thereof, and the services available on it.
- 4.4 We have not reviewed all of the websites linked to the Website and are not responsible for the content or accuracy of any off-site pages or any other websites linked to the Website (including without limitation websites linked through advertisements or through any search engines).
- 4.5 We assume no responsibility for links, which are automatically generated on the Website. The inclusion of a link does not imply that We endorse the linked website, and You thereby use any links on the Website at Your own risk.
- 4.6 You shall be responsible for all correspondence or dealings with, or participation in promotions of advertisers on the Website.

5. User ID, Password and Account

- 5.1 Your right to use the Website is personal and non-transferable. You accept that Your entitlement to use the Service is for Your personal use only and that You shall not be entitled to transfer Your entitlement to use the Service to any other person or allow any other person to make use of the Service or of the User ID or Password or other entitlement supplied to You in connection with the Service.
- 5.2 In order that You may use the Service We will set up an Account for You. You will be required to choose a User ID and Password to access the Account. You shall be fully responsible for safeguarding and maintaining the confidentiality of Your selected User ID and Password, and shall be fully responsible and accountable for any unlawful use of the Service by means of Your User ID or Password by any person. You are also responsible and liable for all activities conducted through Your User ID, Password and Account, even if this occurs without Your permission.

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5.3 You agree to immediately notify Us in writing of any unauthorised and/or fraudulent use of Your User ID, Password and/or Account. You agree to indemnify Us against any and all third party claims and all related liabilities arising out of, or relating to, the use of Your User ID, Password and/or Account. We will not be liable for any damages resulting from the unauthorised and/or fraudulent use of Your User ID and/or Password and the unauthorised use of Your Account.

5.4 We reserve the right to change Your User ID or Password if this is in the interest of the functioning of the Service or to prevent fraudulent use of the Service.

6. Rates and Payment

6.1 In order to purchase airtime via the Service You shall pay Us the rates for airtime (“the rates”) as stated on the Website.

6.2 We reserve the right to change the rates at any time by giving notice of such change on the Website.

7. No Warranties

You understand and agree that access to the Service is provided via the internet, that the internet is made up of many interconnected networks and therefore We cannot guarantee uninterrupted and/or reliable access to the Service and to the extent permitted by applicable law make no guarantees whatsoever as to its operation, availability, functionality or that it will be free of error and/or fault or disruption or otherwise. We shall not be liable if the Service is unavailable due to circumstances beyond Our reasonable control including but not limited to fire, flood, lightning, extreme weather conditions, failure of power supply, industrial disputes, actions of Government, highway authority or other competent authority, war or acts of terrorism or vandalism, national or local emergency, acts of God, insurrection or civil disorder, compliance by Us with any statutory obligation, acts or omission of persons for whom We are not responsible.

8. Intellectual Property Rights

8.1 All intellectual property rights regarding the Service, including but not limited to the software and related documentation developed and/or owned by Us shall be and shall remain Our sole property. The provision of the Service does not imply any transfer of intellectual property rights.

8.2 You shall only obtain a non-exclusive and non-transferable right for the use of the the Service. You commit yourself to adhere strictly to any conditions laid down in these Terms and Conditions or imposed in any other way.

9. Term and Termination

9.1 This Agreement will be effective as of the date of Your acceptance thereof and will remain effective until terminated by either party as set forth in these Terms and Conditions.

9.2 We may terminate this Agreement at any time, with or without cause and without recourse to the courts, by providing notice to You and/or preventing Your access to Your Account and to Service.

9.3 You may terminate this Agreement at any time by ceasing to use the Service. We will remove Your registration details if You contact Us in writing and ask Us to do so.

9.4 We reserve the right to discontinue access to the Service at any time.

9.5 We reserve the right to disconnect or deactivate Your Account if We reasonably believe that You have violated any applicable law, regulations or orders, breached these Terms and Conditions and or Our Acceptable Use Policy, or infringed any of Our rights or those of another party.

9.6 Upon discontinuance, disconnection, deactivation or cancellation of Your Account and use of the Service We have the right to restrict Your access to the content You have transmitted to or which You keep on or via the Website. In any such case We may delete such materials.

9.7 Upon termination of this Agreement for any reason all licenses and rights to use the Service and the Website shall terminate and You will cease any and all use of the Service and the Website.

10. Limitation of Liability

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- 10.1 You agree to indemnify, hold harmless and defend Us at Your expense, from and against any and all liability, claims, actions, loss, damage, costs and expenses (including but not limited to reasonable legal fees) awarded against, incurred by or paid or payable by Us in any jurisdiction as a result of any claim, loss or damage arising out of Your negligent, willful or unlawful act or omission and/or Your default under these Terms and Conditions, any applicable law or rights or any third parties and/or the misuse of the Service.
- 10.2 We shall not be liable for any deficiency in performance caused in whole or in part by any act or omission of an underlying carrier or service provider, dealer, equipment or facility failure, network problems, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, serious and sustained power outage or severe Internet service disruption, flood, government actions or any other cause beyond Our control.
- 10.3 The indemnity contained in this clause 10 shall remain in full force and effect notwithstanding any termination of this Agreement.

11. Registration

We agree that all information that We have provided for the online registration for the Service is true and correct and agree to be bound by and adhere to these Terms and Conditions.

12. Proper Law

These Terms and Conditions are governed by and shall be interpreted in accordance with the laws of the Island of Guernsey.

I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ THESE TERMS AND CONDITIONS OF SERVICE AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS CONTAINED HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO USE THE SERVICE, I EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND GRANT TO CABLE & WIRELESS THE RIGHTS SET FORTH HEREIN.