

Sure (Guernsey) Limited

Broadband Services Terms and Conditions

These Sure (Guernsey) Limited (“**Sure**”) Broadband Services Terms and Conditions should be read in conjunction with Sure’s:

- General Terms and Conditions;
- Acceptable Use Policy;
- Broadband Fair Usage Policy,

all of which apply.

Where there is a conflict, these Sure Broadband Services Terms and Conditions will take precedence. Sure’s Terms and Conditions are available to view online at <https://www.sure.com/guernsey/terms-and-conditions/>.

These Broadband Services Terms and Conditions supersede and replace all previous versions.

YOUR ATTENTION IS DRAWN TO PARAGRAPH 5.6 (REMOTE ACCESS) AND PARAGRAPH 15 (LIABILITY).

SECTION 1

1. Broadband Service Description

Sure’s Broadband Services provide always-on high-speed Internet connections in a range of speeds and contention ratios that enable you to connect compatible devices to the Internet.

2. Definition and Interpretation

Any capitalised term not defined in these terms and conditions shall have the meaning given to it in the General Terms and Conditions:

“**Agreement**” means these Broadband Services Terms and Conditions, the General Terms and Conditions, the Acceptable Use Policy, the Broadband Fair Usage Policy and your Order Form.

“**Basic Broadband**” means the entry level variant in Sure’s consumer broadband product range.

“**Broadband**” means a particular service provided by us that enables fast Internet access, that is always on.

“**Helpdesk**” means the support centre made available to our customers to which technical queries relating to the Service and supported equipment are directed.

“**Internet**” means the global network that links computers, using phone and cable links. This provides worldwide communications to homes, schools, businesses and governments. The World Wide Web (“www”) runs on the Internet.

“**LAN**” means a local area network connecting computers that spans a relatively small area, usually within the same premises.

“**Router**” means the router, its power transformer and any adapters or other accessories provided with the router.

“**Service**” means any Broadband service provided to you by Sure under these terms and conditions.

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

"Wireless Internet Access" means a wireless connection between the router located in your Premises and your wireless enabled equipment.

3. Use of Broadband Service

3.1 You shall not use the Service or permit any other person to use the Service:

- 3.1.1 fraudulently or in connection with a criminal offence; or
- 3.1.2 to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided by you or any other party; or
- 3.1.3 in an unlawful manner, in contravention of any applicable legislation or licence or in contravention of the applicable Sure Terms and Conditions or Sure's Acceptable Use Policy as may be amended by us from time to time and which you are strongly advised to read.

3.2 You need to have a landline, or the permission of the person that rents the landline, in order to use the Broadband Service and Wireless Internet Access. This Agreement does not include the provision of the landline that is necessary for connection to the Service. You are responsible for making a separate application for the landline and for complying with the conditions applicable to it, or you bear sole responsibility for ensuring the person who rents the landline has given you permission allowing you to have a Broadband Service provided over that landline.

3.3 You are responsible for providing a suitable Internet enabled device, an appropriate interface and any other items of hardware or communications equipment necessary to enable you to access the Service.

3.4 You undertake to use the Service in accordance with these Broadband Services Terms and Conditions, the General Terms and Conditions, the Order Form, Direct Debit form, Broadband Fair Usage Policy and the Acceptable Use Policy and any other laws or regulations which may apply.

3.5 The Service may not be accessed or used more than once at any given time, although you may connect multiple devices to the Service at any one time. Your user ID and password are for your sole use and only on the landline on which your Service is registered.

3.6 If anyone other than you, uses the Service with or without your knowledge or approval in contravention of any of paragraphs 3.1 - 3.6 inclusive, we may treat such contravention as a breach by you of this Agreement for the purposes of paragraph 28 (Ways in Which We May Suspend your Service(s)) of the Sure General Terms and Conditions, which shall apply accordingly.

4. Restrictions on Use

4.1 You must not re-sell or attempt to re-sell the Service to any third party without our prior written permission.

4.2 If, following routine system administration of the Service (including without limitation server, network and security monitoring, and monitoring for unattended logins), we detect that your use of the Service:

- 4.2.1 impairs the integrity of the system and/or the Telecommunications Network used to provide the Service;
or
- 4.2.2 causes detrimental performance of the Service to you or any other customer,

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

we reserve the right, on giving you prior notice where practicable, to suspend your access to the Service (without prejudice to our right to terminate this Agreement under paragraph 29 of the General Terms and Conditions or paragraph 10 below or otherwise) until we receive assurance from you that you will not use the Service in such a manner.

- 4.3 Should you be entitled to receive Sure's Telephone Assistance Scheme (TAS), you will only be able to subscribe to Sure's Basic Broadband Service. If you wish to upgrade to a faster Broadband Service, you will no longer be eligible for Sure's Telephone Assistance Scheme.

5. Customer Premises Equipment

- 5.1 You are responsible for ensuring that you use a suitable router to enable access to the Service. We can provide guidance and supply a new router, if required. There may be a charge for this equipment depending on which Service you subscribe to and the duration of your Initial Term.

- 5.2 If we do provide you with a router, it becomes your property when you take the Service. Risk shall pass to you on delivery. We will be responsible for any repairs to the router during the warranty period (usually 12 months) and reserve the right to replace it with a new router at our sole discretion, however:

5.2.1 Our standard warranty excludes damage caused by lightning or any other events of force majeure; normal wear and tear; improper and negligent use; and third party interference (including hacking);

5.2.2 We do not give any warranty that the provision of the Customer Premises Equipment (including the router) provided as part of the Service is fit for any particular purpose or will interface with any other Customer Premises Equipment or support any particular software;

5.2.3 The router that we may supply to you is compatible with the Service at the time of provision. If your Service is later upgraded you may need to replace your router;

5.2.4 Broadband speeds can be affected by the type of router that you use. A list of recommended router specifications can be obtained from Sure on request.

- 5.3 To receive the best quality Service you should only connect Customer Premises Equipment to our Service at the designated Network Terminating Point, which is usually your master telephone socket.

- 5.4 If you purchase any other equipment (including a router) from a third party supplier, it is your responsibility to ensure that the equipment is compatible with any parameters as specified within the "All about routers" page within the Help & Support section of the Sure website.

- 5.5 Should You choose to purchase your own equipment (including a router) from a third-party supplier, Sure will not provide support for this equipment. We do not take any responsibility and we are not liable for any damage or loss caused through use of equipment purchased through a third party.

- 5.6 **IRRESPECTIVE OF WHETHER YOUR ROUTER WAS PROVIDED BY US OR PURCHASED BY YOU FROM A THIRD PARTY, IT IS SUSCEPTIBLE TO SECURITY THREATS FROM CYBER CRIMINALS, WHO MAY WISH TO ACCESS OR TAKE CONTROL OF IT. SO AS TO MINIMISE THE RISKS TO YOUR INTERNET-ENABLED DEVICES, SURE'S TELECOMMUNICATIONS NETWORK AND OTHER USERS OF OUR BROADBAND NETWORK, AND TO ENSURE COMPLIANCE WITH ANY RELEVANT LEGISLATION, YOU AGREE, UNLESS YOU TELL US OTHERWISE IN WRITING, THAT WE CAN REMOTELY MANAGE (IF TECHNICALLY FEASIBLE) ANY ROUTER SUPPLIED TO YOU BY SURE TO ENABLE US TO MONITOR AND MANAGE SOFTWARE UPDATES AND TO ENSURE THAT**

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

THE LATEST SECURITY UPDATES HAVE BEEN INSTALLED WITHIN 14 DAYS OF RELEASE. IF YOU DO NOT AGREE, OR CHOOSE TO REMOVE PERMISSION FOR ANY REASON, YOU MUST PROVIDE US WITH SUITABLE WRITTEN ASSURANCE THAT YOU WILL TAKE ALL REASONABLE STEPS TO ENSURE THAT YOUR ROUTER SOFTWARE IS KEPT UP TO DATE. IF YOU HAVE PROVIDED YOUR OWN BROADBAND ROUTER YOU ARE RESPONSIBLE FOR THE CONFIGURATION AND MANAGEMENT OF SOFTWARE PATCHES AND SECURITY UPDATES.

5.7 Your Customer Premises Equipment must only be used with our Service as directed under the Telecommunications (Bailiwick of Guernsey) Law, 2001 and any other relevant laws and regulations and must only be used in a way that meets all applicable relevant standards and instructions. If your Customer Premises Equipment does not comply with the above then you must disconnect it immediately or allow us to do so at your expense.

6. Charges

6.1 You will be charged for the Service at the rates and charges applicable as published at www.sure.com.

6.2 You undertake to be responsible for any charges of any nature incurred by you from any third party as a result of any authorised, or unauthorised use of your user ID and/or password.

6.3 You undertake to be responsible for any charges of any nature that may be incurred by us as a result of any unauthorised use of Your user ID and/or password.

6.4 You undertake to be responsible for any charges of any kind incurred as a result of using a Service as defined in the Price List.

7. Price Changes

Each year, broadband pricing will be reviewed and may be subject to a Retail Price Index (RPI) increase.

8. Cancellation

Prior to the Service being provided, this Agreement may be cancelled by us if the landline associated with this Service is cancelled.

9. Suspension

Without prejudice to our other suspension rights, we may suspend the Service immediately and without notice if the landline associated with this Service is suspended.

10. Termination

Without prejudice to our other termination rights, we may terminate the Service immediately and without notice if the landline associated with this Service is terminated.

11. Equipment Requirements

In order to take anything other than the Basic Broadband Service, an engineering visit may be required to install a new master socket with a dedicated port for your VDSL service. This site visit may carry an additional charge which is published at www.sure.com.

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

12. Security

- 12.1 You are responsible for the security and proper use of all user IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 12.2 You must immediately inform us if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 12.3 We reserve the right to suspend user ID and password access to the Service if at any time we consider that there is or is likely to be a breach of security or misuse of the Service.
- 12.4 We reserve the right (at our sole discretion) to require you to change any or all of the passwords used in connection with the Service.
- 12.5 If you forget the password for your Service, you should contact the Helpdesk by telephone and satisfy any security checks we may operate. We will then provide you with a temporary password for the Service, which you must change at your earliest opportunity.
- 12.6 You confirm and warrant that all the information supplied by you when you register for the Service is true, complete and accurate in all respects.
- 12.7 If you use a wireless (Wi-Fi capable) router with the Service, you are responsible for ensuring the wireless service is secure. You should follow any security instructions provided with your wireless router or contact us for advice.

13. Internet

The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at your risk and subject to all applicable laws. We have no responsibility for the performance or speed of the Internet, information, software, services or other materials obtained by you using the Internet.

14. LAN Access

- 14.1 If you access the Service via a LAN and you do not arrange with us to supply and maintain an Internet Protocol (IP) router then you are responsible for:
- 14.1.1 providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service;
 - 14.1.2 configuration of the IP router;
 - 14.1.3 the appointment of a person(s), should you wish them to administer your system on your behalf;

You acknowledge that we are not responsible for providing any support whether technical or otherwise, to your LAN.

- 14.2 Where IP Addresses are allocated to you, these are for use in connection with this Service only and all rights in those IP addresses belong to us. You cannot sell them or transfer them to anyone else and must not try

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

to do so. If this Agreement is terminated for any reason the IP addresses will revert to us.

15. Liability

15.1 The Helpdesk is provided as a technical support facility and we do not guarantee that the advice provided by the Helpdesk will necessarily resolve your query. Neither the Helpdesk nor Sure are liable whether in contract, tort (including liability for negligence) or otherwise for any failures of any networks, equipment, software or applications which may be affected as a result of implementing recommendations advised by the Helpdesk.

15.2 We market our Service on the basis of the average speeds achievable and we will provide the Service at speeds up to the maximum rates to which you have subscribed, unless after your Service has been provided you request us to move it to a different Premises. In such instances, we will aim to provide you with an equivalent Service, however this is dependent on the capabilities of the underlying Broadband infrastructure at your new Premises. If we cannot provide you with an equivalent Service, we will provide the closest available Service from our product range at that time and adjust our Service rental charge to reflect this change.

15.3 We cannot guarantee the specific speed that you will receive as it is dependent on a number of attributes, including the technical and physical characteristics of your landline up to the Network Terminating Point, the condition of your internal wiring and the distance your Premises is from our exchange or street cabinet.

15.4 You shall indemnify Sure against all claims, liabilities, costs, losses and expenses which may be made or asserted by the person that rents the landline as a result of the provision of the Broadband Service over that line.

15.5 We do not accept liability for any disruption, loss and or damage to your Internet enabled device, Premises or other Customer Premises Equipment that may occur while you are using the Service.

SECTION 2

16. Provision of Services (Service Level Agreement)

16.1 We will provide the Service to meet the Service Delivery Date that we agree with you in accordance with this Agreement.

16.2 We will not be liable for delivery failure where you request a later date or where it is caused by a reason beyond our reasonable control including late receipt of a signed Order or Direct Debit form.

16.3 The target time for the provisioning of the Service under normal operating conditions is up to 10 working days from receipt of your signed Order.

16.4 We will provide the Service using our standard engineering methods and to the current technical specification, which we may vary from time to time.

16.5 Requests made to us relating to the provision of the Service must be submitted in writing to: Sure (Guernsey) Limited, PO Box 3, St Peter Port, Guernsey, GY1 3AB. Email: contact@sure.com.

17. Fault Repair (Service Level Agreement)

17.1 We will provide you with a working service although we cannot guarantee that it will always be Fault

Sure (Guernsey) Limited
Broadband Services Terms and Conditions

free. We will take one or more of the following actions in response to a reported Fault:

17.1.1 Provide advice and assistance by telephone.

17.1.2 Carry out tests and diagnostics on the Service.

17.1.3 Undertake testing within our Telecommunications Network.

17.1.4 Visit your Premises (You acknowledge that we will only be able to arrange a site visit by one of our engineers upon acceptance by you of possible site visit charges).

17.1.5 Sure cannot provide support for routers purchased from any third party supplier.

17.2 We will respond to a reported Fault in Service within the time periods shown below:

STANDARD REPAIR SERVICE	
Fault reporting and assistance	You can access our Broadband Helpdesk via our Contact Centre on 151 or (01481) 700700 between 9am to 7.30pm Monday to Friday and between 9am to 6pm on Saturday.
Fault cover	Normal Working Hours 08.00 to 17.00 Monday to Friday (excluding public/bank holidays)
Fault repair time	This will vary depending on the nature of the Fault but may be up to the end of the fourth Working Day.

17.3 We will not be liable for delivery failure where it is for a reason beyond our reasonable control or if you request a later Service restoration time.

17.4 If we respond to a reported Fault and find there is none, then a charge may be applied at the applicable hourly rate. If we agree to attend a reported Fault in Service outside Normal Working Hours then you will be charged at the applicable hourly rate.