

# Sure (Isle of Man) Limited

## Broadband Services Terms and Conditions

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These Sure (Isle of Man) Limited (“**Sure**”) Broadband Services Terms and Conditions should be read in conjunction with the:

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

both 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://web.sure.com/isleofman/terms-and-conditions>.

### **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**

The Sure General Terms and Conditions include definitions. These definitions are in addition:

**"Billing Date"** means the date We produce Your monthly bill, which is usually during the first week of each calendar month.

**"Broadband Service"** means a particular service provided by Us that enables fast Internet access, that is always on.

**"Connection Charge"** means the initial fee payable and displayed on Your first bill required in order to activate Your Broadband Service.

**"Content"** means any information, graphics, audio, video, text or other computer files included in a Website or email stored on or passing through Our Telecommunications Network.

**"Domain Name"** means the address or part of the URL of a particular Website. It is the text name corresponding to the numeric address of a computer on the Internet. e.g. <http://www.sure.com/>.

**"FTP"** means File Transfer Protocol, which is the standard method of transferring computer files over the Internet, especially when building a Website.

**"Helpdesk"** means the support centre made available to Our customers to which technical queries relating to Our supported software and equipment are directed. Customers may be charged for emails or telephone calls to the Helpdesk. Relevant information is available on Our Website.

**"LAN"** means a Local Area Network connecting computers that spans a relatively small area.

**"Licensed Operator"** means a person to whom an individual licence has been granted or who is authorised by a class licence to establish, operate or maintain a Telecommunications Network of a class or description specified in the licence, or to provide a Telecommunications Service of such a class or description, or both in accordance with the Telecommunications Act 1984 (of Tynwald).

**"MAC"** means Migration Authorisation Code which is used to verify authorisation from You to enable Us either to migrate your connection away from your previous broadband provider to the Sure network or allows another broadband provider to migrate you on to their network.

**"URL"** means the full text entry needed to access a particular Website on the Internet e.g.

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<http://www.sure.com/>

**"Website"** means a place on the World Wide Web comprised of graphics, text, audio, video, and other computer files providing dynamic or static materials that appear as digital information on any form of computer screen.

**"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 Broadband Service or permit any other person to use the Broadband 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 Our Acceptable Use Policy as may be amended by Us from time to time and which You are strongly advised to read.

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

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

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

3.5. The Broadband Service may not be accessed or used more than once at any given time. The Broadband Service is for use on the exchange line on which it is ordered only. It should not be used to access the Broadband network from any other Service Number.

3.6. You are responsible for the upload, creation, maintenance and design of Your Content regardless of its format.

3.7. You must ensure that Your Content and any third party Content does not include any information or material, any part of which or use of which would be a criminal offence or in any way unlawful. In particular, You must ensure that all necessary licences and consents (including those from owners of copyright or performing rights or any other intellectual property rights) have been obtained.

3.8. You must ensure that You comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which relate to the provision of Your Content and which apply to You and/or which We may inform You of.

3.9. If anyone other than You uses the Broadband Service with or without Your knowledge or approval in contravention of any of paragraphs 3.1 - 3.8 inclusive We can treat such contravention as a breach by You of this Agreement for the purposes of paragraph 15 (Default) of the Sure General Terms and

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Conditions, which shall apply accordingly.

3.10. You must tell us immediately if any third party makes or threatens to make any claim or issue legal proceedings against You relating to Your use of the Broadband Service and You will, at Our request, immediately stop the act or acts complained of. If We ask You to, You must confirm the details of the claim(s) in writing.

3.11. You must ensure that Your contact details e.g. email address are included in a clear and legible form on Your Website, for receipt of any enquiries or complaints regarding Your Content or any other material which appears on Your Website. We reserve the right to disclose to any person with an enquiry or complaint Your contact details if such person cannot locate these details on Your website.

#### **4. Restrictions on Use**

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

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

- a. impairs the integrity of the system and/or the Telecommunications Network used to provide the Broadband Service; or
- b. causes detrimental performance of the Broadband Service to You or any other customer,

We reserve the right, on giving You prior notice where practicable, to suspend Your access to the Broadband Service (without prejudice to Our right to terminate this Contract under paragraph 10 or otherwise) until We receive assurance from You that You will not use the Broadband Service in such a manner.

4.3. Where We provide You with e-mail facilities, web hosting or other services which involve Us providing storage space on Our systems, We reserve the right to impose limits (which We may vary from time to time) on the storage space We provide to You. Such limits may be in relation to the physical amount of web space or the number of mailboxes made available to You, e-mail messages that can be stored and/or the size of any attachments You can send.

4.4. We reserve the right to reject material and/or to delete material which exceeds the relevant limits in force at any time.

4.5. FTP access to Our web space is restricted to Sure Broadband Service users only.

4.6. You acknowledge that We may vary the site Content on [www.sure.com](http://www.sure.com) from time to time without notice.

4.7. Content may only be used for Your own purposes. We do not guarantee the accuracy or completeness of the Content and Your use of the Content (for whatever purpose) is at Your own risk.

4.8. Additional terms and conditions may be displayed online or elsewhere relating to particular Content (or any application provided to You as part of the Broadband Service). If You choose to access such Content and/or application You will need to comply with the terms and conditions that apply to them.

#### **5. Telecommunications Equipment**

You are responsible for any Telecommunications Equipment owned by Sure that We provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorised by

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Us. If any part of Our Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.

**6. Charges**

- 6.1 All charges for Broadband Service are detailed in Our Price List at [www.sure.com](http://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 login code 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 authorised or unauthorised use of Your login code and/or password.
- 6.4 You undertake to be responsible for any direct or indirect charges of any nature incurred as a result of any authorised, or unauthorised use of the Helpdesk regarding Your account for whatever reason.
- 6.5 You undertake to be responsible for any charges of any kind incurred as a result of using a Sure Broadband Service as defined in the Price List. Your Broadband Service must be used in accordance with the Acceptable Use Policy.

**7. Payment**

- 7.1 You shall pay to Us on demand all applicable charges for the relevant Broadband Service at rates specified in Our Price List and/or Your Order.
- 7.2 Rental for the Broadband Service will start on the Broadband Service Delivery Date, unless We notify You of a later date for the start of Broadband Service when rental will be payable from.
- 7.3 Rental is normally payable in advance but We may bill You in arrears. Except for a temporary Broadband Service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.
- 7.4 Payment is required by Direct Debit. If the Direct Debit instruction to pay for the Broadband Service is not completed or is cancelled by You or Your bank an additional charge may be applied for each month that We are unable to claim the payment of Our bill by Direct Debit. This charge is detailed in Our Price List on [www.sure.com](http://www.sure.com).

**8. Cancellation**

Prior to the Broadband Service being provided, this Agreement may be cancelled by Us if the exchange line associated with this Broadband Service is cancelled.

**9. Suspension**

- 9.1 We may suspend the Broadband Service immediately and without notice if:
  - 9.1.1 the exchange line associated with this Broadband Service is suspended or transferred by Manx Telecom to new Premises without Our prior knowledge; or
  - 9.1.2 You fail to inform Us that You wish to transfer the Broadband Service to a new Premises.
- 9.2 You shall be liable to pay all charges for the Broadband Service during any period of suspension incurred as a result of You failing to comply with 9.2 or any other term of this Agreement.

**10. Termination**

We may terminate this Broadband Service immediately and without notice if the exchange line associated with

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this Broadband Service is terminated.

**11. Accommodation, Power and Lightning**

11.1 In order to provide Your Broadband Service We may have to place equipment on Your Premises. You must provide a suitable location and environment for Our equipment. You must prepare Your Premises before Your Broadband Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.

11.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for Our equipment.

11.3 If You require You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Broadband Service.

**12. Customer Premises Equipment**

12.1 You must only connect Customer Premises Equipment to Our Broadband Service at the designated Network Termination Point.

12.2 Your Customer Premises Equipment must only be used with Our Broadband Service as directed under the Telecommunications Act 1984 (of Tynwald) and in a way that meets all relevant standards and instructions applicable to You. 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.

**13. Security**

13.1 You are responsible for the security and proper use of all user IDs and passwords used in connection with the Broadband 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.

13.2 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.

13.3 We reserve the right to suspend user ID and password access to the Broadband Service if at any time We consider that there is or is likely to be a breach of security or misuse of the Broadband Service.

13.4 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.

13.5 If You forget any password, by contacting the Helpdesk by telephone and satisfying such security checks as We may operate, You will be given a new password to enable You to use the Broadband Service.

13.6 You confirm and warrant that all the information supplied by You when You register on-line for the Broadband Service is true, complete and accurate in all respects.

13.7 If You use a wireless router with the Broadband 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.

**14. Information and Permissions**

14.1 You confirm that in respect of the Broadband Service:

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14.1.1 We may install and keep the Broadband Service and Telecommunications Equipment at the Premises and have reasonable access to it; and

14.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of Your Broadband Service until its removal.

14.2 Where You are migrating to Sure from another broadband provider, You acknowledge that We may apply for a MAC code on Your behalf from Your existing broadband service provider to be sent to You.

**15. Access to premises**

If required You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the Broadband Service as long as We show You our identity badge. We will meet Your reasonable requirements for the safety of people on Your Premises.

**16. Internet**

The Broadband Service enables access to the Internet. The Internet is separate from the Broadband 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.

**17. LAN Access**

17.1 If You access the Broadband 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:

- a. providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service;
- b. configuration of the IP router; and
- c. the appointment of a person 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.

17.2 Where IP addresses are allocated to You, these are for use in connection with this Broadband Service only and all rights in those IP addresses belong to Us. You cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Agreement is terminated for any reason the IP addresses will revert to Us.

**18. Scripting Languages**

18.1 We reserve the right (immediately and without giving notice) to remove any scripts written in any language from any of Our servers (or disable any such scripts) if We deem those scripts to be causing technical difficulties in Our network or to other customers.

18.2 We may change the number and type of supported scripts at any time, and from time to time. We will give You notice of such changes at least 14 days before they take effect, but reserve the right to notify You of immediately effective changes in circumstances where failing to do so could result in scripts being removed or disabled as referred to above.

**19. Liability**

19.1 We exclude all liability of any kind for Your Content or for third party Content. However We reserve

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the right to remove any of Your Content or third party Content following notice to You, if We reasonably believe that there may be a breach of this Agreement, any applicable law or regulation or any third party rights.

19.2 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.

19.3 We will provide the Broadband Service at speeds up to the published rate to which You have subscribed. We cannot guarantee the specific speed that You will receive as it is dependent on the technical and physical characteristics of Your exchange line up to the Network Terminating Point, the presence of DSL filters, the condition of Your internal wiring and the distance Your Premises is from the relevant exchange or street cabinet.

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

19.5 We do not accept liability for any disruption, loss and or damage to Your data, PC, Macintosh or any other compatible device that may occur while You are using the Broadband Service.

**20. Router and Fault Repair**

20.1 We may provide You with the router necessary to access the Broadband Service. The router becomes Your property when You take the Broadband Service. Risk shall pass to You on delivery. We will be responsible for any repairs to the router during the warranty period and reserve the right to replace it with a new router at Our sole discretion. However, Our standard warranty excludes:

20.1.1 damage caused by lightning or any other events of force majeure;

20.1.2 normal wear and tear;

20.1.3 improper and negligent use;

20.1.4 third party interference (including hacking or any form of toll fraud, rogue dialling or other forms of fraud that causes Your Customer Premises Equipment (including the router) to make calls or incur charges that You are not aware of); and

20.1.5 use with products not specified to work with the Customer Premises Equipment (including the router) and installation of additional Customer Premises Equipment if it does not comply with the relevant technical specifications.

20.2 We do not give any warranty that the provision of the Customer Premises Equipment (including the router) provided as part of the Broadband Service is fit for any particular purpose or will interface with any other Customer Premises Equipment nor support any particular Software.

20.3 The router that We offer to supply to You through an authorised external agent is compatible with the Broadband Service. If You replace the router that We supply with different Customer Premises Equipment it may not be suitable to use with the Broadband Service and may result in a reduced quality of Broadband Service.

20.4 A list of recommended routers can be obtained from Sure, on request.

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**SECTION 2**

**21. Provision of Service (Service Level Agreement)**

- 21.1 We will provide the Broadband Service to meet the Service Delivery Date that We agree with You in accordance with this Agreement. Where We fail to meet the Service Delivery Date You may be able to claim compensation under the Consumer Code of Practice.
- 21.2 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 Form or Direct Debit form.
- 21.3 If We are not taking over provision of Your Broadband Service from an existing broadband provider, the target time for the provisioning of the Broadband Service is up to 15 working days. If We are taking over the Broadband Service from another broadband provider, the target time for the provisioning of the Broadband Service is up to 10 working days from the day you provide Us with Your MAC code.
- 21.4 We will provide the Broadband Service using Our standard engineering methods and to the current technical specification, which We may vary from time to time.
- 21.5 Requests made to Us relating to the provision of the Broadband Service must be submitted in writing to: Sure (Isle of Man) Limited, Atlantic House, 4-8 Circular Road, Douglas, Isle of Man, IM1 1AG. Email: [contact@sure.com](mailto:contact@sure.com).

**22. Fault Repair (Service Level Agreement)**

- 22.1 We will provide You with a working Broadband service although We cannot guarantee that it will always be Fault free. We will take one or more of the following actions in response to a reported Fault:
- 22.1.1 Provide advice and assistance by telephone;
- 22.1.2 Carry out tests and diagnostics on the Broadband Service;
- 22.1.3 Visit Your Premises. We will only be able to arrange a site visit by the incumbent provider upon acceptance by You of possible site visit charges. These charges are levied at the discretion of the incumbent provider.

| <b>STANDARD REPAIR SERVICE</b> |   |
|--------------------------------|---|
| Fault reporting and assistance | 24 hours a day via Our Contact Centre on 07624 247247                                 |
| 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.                                  |

- 22.2 Where We fail to repair the Broadband Service within a reasonable period of time, You may be able to claim compensation under the Consumer Code of Practice.
- 22.3 If We respond to a reported Fault and find there is none, then a charge will be made at the applicable hourly rate. If We agree to attend a reported Fault in Broadband Service outside Normal Working Hours then You will be charged at the applicable hourly rate.