

Sure (Isle of Man) Limited
Tech Team Terms and Conditions

These Sure (Isle of Man) Limited (“**Sure**”) Home Tech Team Terms and Conditions (“**Home Tech Team Terms and Conditions**”) and your Order (as defined herein) should be read in conjunction with the Sure General Terms and Conditions (“**General Terms and Conditions**”) all of which apply and form the “**Agreement**”.

Where there is a conflict between the Home Tech Team Terms and Conditions and the General Terms and Conditions, these Home Tech Team Terms and Conditions will take precedence.

The Home Tech Team Terms and Conditions and General Terms and Conditions are available to view online at <https://www.sure.com/isleofman/terms-and-conditions>

These Home Tech Team Terms and Conditions supersede and replace all previous versions.

AGREEMENT

1. Service Description – Initial WiFi Home Assessment

- 1.1. Where you Order the WiFi Home Assessment (the “**Service**” or “**Initial WiFi Home Assessment**”), it will be provided in accordance with the terms of this Agreement. The Service relies on you having an operational Sure broadband (“**Sure Broadband Service**”) and a suitable Router and/or Mesh WiFi Extender at your premises (“**Minimum Service Requirement**”). Please contact us in advance of your Appointment (as defined below) if your Sure Broadband Service is not operational and we will arrange for the Sure Broadband Service to be repaired. It may be that we need to re-arrange your Appointment to a different date if the Sure Broadband Service cannot be repaired prior to the date of the Appointment.
- 1.2. For the avoidance of doubt, you are responsible for providing a suitable Router and/or Mesh WiFi Extender and any other items of hardware or communications equipment necessary for you to access the Service.
- 1.3. Following receipt of your Order by us, we will arrange with you a time and date at which a member of our Home Tech Team will attend your premises to conduct the Initial WiFi Home Assessment (“**Appointment**”). The Appointment will last for a period of up to thirty (30) minutes from the time stated in your appointment confirmation (“**Appointment Time Slot**”). Subject to the Minimum Service Requirement, the Initial WiFi Home Assessment will consist of a WiFi check where during the Appointment Time Slot we will analyse your Home Data Network and following such analysis provide guidance on any improvements that may be made to the coverage of your Home Data Network (“**WiFi Check**”).
- 1.4. Following the WiFi Check and subject to any available time remaining under the Appointment Time Slot, we may also provide the following services:
 - 1.4.1 **Network optimisation for Sure Supplied Network Equipment:** which consists of optimisation of Sure Supplied Network Equipment in respect of the connectivity of such equipment to your Home Data Network.
 - 1.4.2 **Sure Supplied Network Equipment configuration:** which consists of configuration (connect) of Sure Supplied Network Equipment to your Home Data Network. You will be responsible for the selection and physical entering of any passwords into the Sure Supplied Network Equipment to connect such equipment to your Home Data

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Network and for the security of such device. We may provide guidance to you on password selection where requested by you in accordance with the terms of this Agreement.

1.4.3 Non Sure Device configuration assistance: which consists of the provision of guidance on the procedure to connect such devices to your WiFi network. You will be responsible for the configuration of any device (including the Security of such device) and the selection of and physically inputting any password into such device to connect the device to your Home Data Network. We may provide guidance to you on password selection where requested by you in accordance with the terms of this Agreement.

1.4.4 Data cabling and Access Point guidance: which consists of the provision of initial guidance on the installation of (if requested) surface mounted ethernet cabling, data socket(s) or Access Points (as applicable), however we are not able to provide physical installation services in respect of surface mounted ethernet cabling, data sockets or Access Points.

1.4.5 WiFi Troubleshooting: which consists of the provision of any practical guidance to you on how to resolve any WiFi connectivity issues within your Home Data Network you may raise during the Initial Home Assessment.

1.5 Following the Initial Home Assessment, we will provide a written report of the results of the WiFi Check and any other Services provided ("**Home Assessment Report**")

1.6 As part of the Agreement, you agree, unless you tell us otherwise in writing, that we may for our own internal business purposes, conduct a port scan which aims to identify Exposed Devices connected to your Home Data Network at that time ("**Port Scan**"). Should the Port Scan identify any such Exposed Devices we will inform you of this at that time and in the Home Assessment Report.

1.7 Where there is no available time remaining within the Appointment Time Slot, following the WiFi Check, you may request any of the services set out in clauses 1.4.1 to 1.4.3 and 1.4.5 of these Home Tech Team Terms and Conditions by asking the Home Tech Team member at the Appointment. Following this, we will arrange with you further appointment(s) upon signature by you of a new Order ("**Further Appointment**"). These Home Tech Team Terms and Conditions will apply to the Services provided at the Further Appointment(s).

2. Purchases of equipment from Sure

2.1 Where you order Purchased Equipment from Sure, upon signature by you of a new Order (which specifies these Home Tech Team Terms and Conditions will apply to such purchase) at the Appointment or Further Appointment, title to the Purchased Equipment will pass to you upon full payment of any relevant charges. Risk of loss and damage in the Purchased Equipment will pass to you upon delivery or upon collection by you or an authorised representative. The Purchased Equipment will be subject to the relevant manufacturer's warranty and manufacturer's terms and conditions of use. Where notified to us, we will on a reasonable endeavours basis, facilitate the return of such Purchased Equipment to the relevant manufacturer and the replacement of such Purchased Equipment in accordance with any manufacturer's warranty provided, however:

2.1.1. to the fullest extent permitted by applicable laws, we do not give any warranty that

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the provision of such Purchased Equipment is fit for any particular purpose or will interface with any other equipment or support any particular software; and

- 2.1.2. to the fullest extent permitted by applicable laws, we do not give any warranty that the Purchased Equipment we may supply to you is compatible with your Sure Broadband Service and/or Home Data Network at the time of supply. If your Sure Broadband Service is later upgraded and/or your Home Data Network is upgraded or changed, you may need to replace the Purchased Equipment at your own expense.

2.2 If you are a Consumer Customer, and you order Purchased Equipment at the Appointment or any Further Appointment, you may return any Purchased Equipment to Sure, up to seven (7) Working Days from the day after the Contractual Date. Clause 5.3.2 through to clause 5.3.5 of the General Terms and Conditions will apply to such return.

2.3 Charges for the Purchased Equipment from Sure will be provided to you at the Appointment or Further Appointment.

3. Liability (in addition to clause 27 (Liability) of the General Terms and Conditions)

3.1 You are responsible for the selection of and security of all passwords used by you in connection with the Service. We are not liable or responsible for the selection and security of any password used by you in connection with the Service, irrespective of whether we might provide password guidance where requested by you. In circumstances where we provide any such guidance, we do not give any warranty or guarantee that such guidance will guarantee the security of any password selected by you and/or the security of your device and/or Home Data Network or that such guidance is fit for purpose.

3.2 You are responsible for the security of your Home Data Network and Sure Supplied Network Equipment and/or Non Sure Device, including, but not limited to, configuration and management of software patches and security updates. We are not liable or responsible for the security of your Home Data Network, Sure Supplied Network Equipment and/or Non Sure Device.

3.3 Irrespective of the Service provided, you are responsible for the maintenance of your Home Data Network, Sure Supplied Network Equipment and/or Non Sure Device. We are not liable or responsible for the maintenance of your Home Data Network, Sure Supplied Network Equipment and/or Non Sure Device.

3.4 We do not give any warranty or guarantee that the Service will improve your Home Data Network coverage and/or connect any devices to your Home Data Network as such is dependent on a number of attributes, including but not limited to, atmospheric conditions, distance of a device from a connection point, the thickness of walls or compatibility of a device with your Home Data Network.

3.5 The Port Scan is conducted by us for our own internal business purposes. We do not give any warranty or guarantee that the Port Scan will identify any Exposed Devices connected to your Home Data Network at that time. For the avoidance of doubt, you are responsible for the security of your Home Data Network including any online devices connected to your Home Data Network and we are not liable or responsible to you for this.

3.6 We have no liability for any Non Sure Devices used in connection with the Services. We will not accept

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any liability or responsibility for failure to provide a Service if a Non Sure Device is not compatible with your Home Data Network. It is your responsibility to ensure that any Non Sure Devices are compatible with your Home Data Network.

3.7 Except where liability cannot be limited in accordance with applicable law, our liability to you in contract, tort (including negligence) or otherwise in relation to provision of the Service(s) or otherwise under this Agreement, is limited to the value of any amounts paid by you to us under this Agreement.

4. What is not included in the Service?

- 4.1 Items related to Internet Security and virus protection.
- 4.2 Troubleshooting, configuration and repair of individual devices where an issue is not related to the connection of such device to your Home Data Network.
- 4.3 Installation or maintenance of any third-party software and application support (including assistance with password selection).

5. Definitions and Interpretation

Any capitalised terms not defined in this section or elsewhere in these Home Tech Team Terms and Conditions shall have the same meaning given to them in the General Terms and Conditions.

“Access Point” means cabled hardware device designed to extended WiFi coverage and improve network reliability.

“Agreement” is defined at the top of these terms and conditions.

“Exposed Devices” means a device that could be vulnerable to a security risk on your Home Data Network.

“Home Data Network” means a WiFi network and any data points and Access Points.

“Mesh WiFi Extender” means a wireless hardware device designed to extend WiFi coverage and improve network reliability.

“Non Sure Device” means any TV, laptop, tablet, smartphone and games console that may be connected to your WiFi network, Sky boxes, Google Nest and Ring Doorbell smart doorbells and smart speakers from Amazon Echo, Sonos and Google Nest purchased from a third-party supplier, and any smart home device purchased from Sure.

“Order” means the email entitled “Sure Home Visit Request” where you agreed to (i) the Charges for the Service as set out therein, and (ii) these Home Tech Team Terms and Conditions, and any subsequent orders for Further Appointment(s) that you may agree with us.

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

“Sure Supplied Network Equipment” means any Router, Mesh WiFi Extender and Access Point supplied to you by Sure.

6 Charges and Payment Terms

6.1 Charges and payment terms applicable to the Services are listed on our website, <https://sure.com/isleofman/broadband-and-home/homevisit>

7. Cancellation

7.1. You have the right to cancel your Appointment or Further Appointment(s) up to fourteen (14) days after the date the booking is confirmed by us. If your Appointment or Further Appointment(s) is within fourteen (14) days of your booking confirmation date, you have right to cancel your Appointment or Further Appointment(s) at any time prior to the relevant appointment.