

## Sure BlackBerry Internet Pay As You Go Solution Service Specific Terms and Conditions

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**The BlackBerry Internet Pay As You Go Solution (the ‘Service’) from Sure** provides access to the Internet and email via a bespoke handheld device, known as a BlackBerry®. It is a secure and reliable solution that delivers mobile email and Internet access using a BlackBerry Wireless Handheld™ and the GPRS/EDGE network, hence allowing users to access and manage their email inbox when away from a computer.

This service requires the purchase of a BlackBerry Wireless Handheld from Us and a Sure pay as you go SIM. The BlackBerry Internet Pay As You Go Solution refers to the product offering sold to an individual and which enables users to stay in touch with Internet based personal email accounts provided that such accounts are compatible.

The Service includes unlimited data while in the Channel Islands and the Isle of Man but the data functionality cannot be used while You are roaming. In addition You can use the BlackBerry Wireless Handheld to make Calls or send SMS locally, or abroad, at Sure local and roaming pay as you go mobile rates as published in Our Price List at sure.com. You can roam in any pay as you go roaming destinations, which are also listed at sure.com.

The Service is added to Your existing, or a new Sure pay as you go SIM such that You use only one mobile device, which must be the BlackBerry Wireless Handheld. Both the pay as you go voice and SMS/MMS services and the BlackBerry Internet Pay As You Go Solution will then apply to one SIM and one MSISDN. The supply of existing pay as you go mobile services will not be affected by the addition of the BlackBerry Internet Pay As You Go Solution.

### SECTION 1 – Service Specific Terms and Conditions

**These Sure Service Specific Terms and Conditions should be read in conjunction with the Sure General Terms and Conditions and the Sure Pay As You Go Mobile Service Specific Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions and/or the Sure Pay As You Go Mobile Service Specific Terms and Conditions.**

#### 1. DEFINITION AND INTERPRETATION

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

**“BlackBerry Internet Pay As You Go Solution” (the “Service”)** refers to the solution that provides the ability to receive and send emails and access the Internet over the air using a BlackBerry Wireless Handheld, the GPRS/EDGE network and relevant email servers.

**“Data Service”** refers to the BlackBerry functionality provided to you as part of the BlackBerry Internet Pay As You Go Solution. It excludes voice and SMS usage.

**“BlackBerry Wireless Handheld”** means the proprietary communication device manufactured by Research In Motion Limited for the purposes of enabling You to access, read and reply to emails via a GPRS/EDGE network.

**“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 kilobits per second known as General Packet Radio Service.

**“GSM”** means the digital mobile system known as Global System for Mobile Communications.

**“Internet”** means the global network that links millions of computers, using phone and cable links. This provides World-wide communications to homes, schools, businesses and governments. The WWW runs on the Internet.

**“Service Delivery Date”** means the date on which We make the Service ready for use.

**“SIM Card”** means the Subscriber Identity Module containing data (including Your identity), which has been supplied to You by Us.

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### **2. PROVISION OF SERVICE**

- 2.1 We will provide You with the Service that You have asked for using Our GPRS/EDGE data network and provisioning Your SIM accordingly. You must be aware that We are responsible for only certain elements of the network that is used to supply You with the Service and We will only be held liable for failure to operate those elements of that network in accordance with these terms and conditions
- 2.2 In order to use the Service, You must have a BlackBerry Wireless Handheld and You must have requested that We provide the Service to You by calling 0808 1015 247 or by coming into one of Our Stores, thereby You agreed that We can claim the weekly subscription charge from the balance on Your account.
- 2.3 The Service is currently available throughout the Channel Islands and the Isle of Man. The Data Service cannot be used while You are roaming. Voice and SMS services are available when roaming.
- 2.4 The weekly subscription charge includes the Data Service within the Channel Islands and the Isle of Man only.
- 2.5 We will give You notice of the end-of-life of a particular product supplied by Us to You within 30 days of (i) when We are notified in writing from Our third party supplier that such products have reached their end-of-life or (ii) when Our agreement with Our third party supplier comes to an end. In that event, We will make it clear that Our third party supplier shall have no obligation to provide support for such product for more than 12 months following delivery of the relevant notice and (if relevant) where to find further information about appropriate product and support availability.

### **3. USE OF SERVICE**

- 3.1 The monthly subscription charge allows unlimited use of the Data Service within the Channel Islands and the Isle of Man.
- 3.2 The Data Service is not available while You are roaming.

### **4. TERM OF SERVICE**

- 4.1 There is no minimum term for this Service.
- 4.2 We have the right to suspend the Service for the purposes of maintenance, repair, upgrading or security. We will endeavour to give You as much notice as possible of any such planned suspension by way of a general notice given at the Sure web site at [www.sure.com](http://www.sure.com).
- 4.3 We undertake to supply the BlackBerry Internet Pay As You Go Solution to You which You have requested in accordance with this clause 2, from the Service Delivery Date.
- 4.4 If You do not top up Your Sure pay as you go account such that it goes into negative balance, this Service will not be available. If the balance on Your account is not enough to cover the cost of the weekly charge, the charge will be taken in full anyway, and Your pay as you go balance will go negative and Your account will be disabled and You will be unable to use the Data Service, make or receive Calls (except emergency Calls) or send or receive texts. You will then need to top up in order to re-activate Your account. If the balance goes below -£5, then You will need to contact Our Contact Centre by calling 0808 1015 247 to top up Your account and re-activate Your BlackBerry Wireless Handheld.

### **5. CHARGES**

- 5.1 We will deduct the weekly subscription for this Service from Your pay as you go mobile balance. The weekly subscription entitles You to email and Internet access for the next 7 days.

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5.2 Additional charges will be incurred by You if you use the BlackBerry Wireless Handheld to make voice calls, send SMS/MMS either within the Channel Islands and the Isle of Man or while roaming. The charges will be standard pay as you go mobile charges as published at [www.sure.com](http://www.sure.com).

5.3 We reserve the right to vary the weekly subscription charge that applies to the Service at any time but will give You a minimum period of 21 days notice of the same. We may provide such notification in Our shops and on Our website at [www.sure.com](http://www.sure.com).

### **6. ILLEGAL USE**

6.1 You acknowledge that We are unable to exercise control over the content of data accessed, transmitted or published by You when using the Service.

6.2 You undertake to use the Service only for lawful purposes and undertake not to access, transmit, publish, display, advertise or make available material which:

- infringes copyright or any other intellectual property right held in any country;
- is obscene or pornographic;
- contains threats of any kind;
- is defamatory in any way;
- breaches confidence;
- the access to or transmission or publication of which is illegal, relates in any way to any illegal activity, nuclear or missile proliferation activity or the design of chemical or biological weapons or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason; or
- contravenes Our Acceptable Use Policy

### **7. TERMINATION**

7.1 This agreement may be terminated by any of the following events:

7.1.1 not less than 1 (one) month's notice given to You by Us;

7.1.2 immediately by Us upon breach of any of the terms and conditions contained in this Agreement (including without limitation if You use the Service in a way that is illegal or falls within any of the restrictions set out in clause 6.2 above) by You or failure by You to pay any charge due to Us;

7.1.3 By You by calling the Contact Centre or coming into Our shop and asking for the weekly subscription to be ceased.

### **8. SECURITY**

8.1 Your BlackBerry Wireless Handheld and SIM Card are supplied with a password and PIN Code access number. You are advised to keep this information secure to avoid unauthorized access to Your Service. You are responsible for the security and proper use of Your Service.

8.2 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 that the Internet is not a secure environment; unwanted programs or material may be downloaded without Your knowledge. These programs 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, which come mainly in the form of viruses – Trojans and worms - and spyware.

### **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 to Us 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.

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- 9.3. We are not liable in any way for any activities You perform, 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.
- 9.4. 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 any use of the Service by You constituting any unlawful act or in the event that You use the Service in any way that breaches these Sure Service Specific Terms and Conditions. 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 Us all reasonable assistance in defending such claims at Your sole expense. 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.
- 9.5. We do not undertake to provide any other services other than the GPRS/EDGE Network used to provide the Service to You and do not accept any responsibility for any computer, information technology network or for the proprietary software and device which are used by You to access the Service. The proprietary software used and the BlackBerry Wireless Handheld is covered by separate terms and conditions specified by Research In Motion Limited and referred to in clause 11.2 below. 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 of Our control and in any event We 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.
- 9.6. You acknowledge that We are not able to evaluate any potential loss to You and that Our liability to You, whether for breach of contract, negligence or otherwise, in respect of any defect in or discontinuance of the Service is limited to the subscription fee payable by You for one year. Further, We are not liable to You for any special or consequential damage which You may suffer as a result of any loss of business, contracts, profits, savings or otherwise. In particular, We cannot be held responsible by You for the non-delivery or non-receipt of an email or other message on the Service.
- 9.7. 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. You acknowledge that by entering into any contract or other obligation with any third party through the Service, We will neither become a party to such arrangements nor assume any liability there under.

### **10. TEMPORARY UNAVAILABILITY OF SERVICE**

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 the Agreement and the BlackBerry Internet Solution and We will refund any charges paid for in advance for the unavailable period and any period thereafter.

### **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. The words or marks "Sure International" 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 Sure or a member of its Group and all such rights are hereby expressly reserved.
- 11.2. When We supply You with the BlackBerry Wireless Handheld, it will be supplied with all packaging, notices, disclaimers and licence agreements intact and as shipped to Us by Research In Motion Limited. If You indicate

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that You are not willing to accept the relevant licence terms and conditions after delivery but prior to installing the software, and You return the software and all accompanying documentation and packaging and proof of purchase to Us, then We will refund You all monies paid to Us for the BlackBerry Wireless Handheld.

### 12. GENERAL TERMS AND CONDITIONS

You should refer to the Sure 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
Interconnection	Default	Use of Information
Suspension	Call Monitoring and Recording	Severability
Information and Permissions	Complaints and Arbitration	Waiver
Copyright	Duration and Entire Agreement	Notice
Matters Beyond Reasonable Control		

### 13. TO CONTACT US

If You wish to contact Us about any aspect of the BlackBerry Internet Pay As You Go Solution please send an email to [contact@sure.com](mailto:contact@sure.com) or call Our general Helpdesk on 0808 1015 247