



## MOBILE SERVICE

### Terms and Conditions – Pay as you go

**1.0 GENERAL:** Sure South Atlantic Limited (“**Sure**”) will make available Mobile Service (“**Service**”) together with other services and applications that we may introduce from time to time. The terms set forth below, the terms on the Sure order form (“**Application Form**”) and the terms of any documents referenced or otherwise incorporated herein (collectively, “**Agreement**”) govern the provision by Sure of service to its customer specified on the Application Form (“**Customer**”). This service provides access only for the Customer’s use; it does not include any third party charges thereof. This Agreement is effective upon its acceptance by Sure as set forth on the Application Form (“**Effective Date**”). Sure reserves the right to refuse your application for the Service

“**The Customer**” means the person or body who has entered into this Agreement with Sure.

#### **2.0 TERMS OF SERVICE:**

2.1. The Customer must ‘pay as you go’ for the Service. Voice calls, text messages, data and other features are charged at published rates which are subject to change at any time. Payments to Sure are made in advance by your purchase and activation of ‘pay as you go’ Top-Up card.

2.2. The Customer will receive an initial validity period of 60 days from activation of the SIM.

2.3. Data can be purchased in bundles. They are valid for period of 30 days. When you have used up your data bundle or exceed 30 days, just activate the data bundle of your choice.

2.4. The validity is extended to 60 days every time a charge is debited against the pay as you go credit balance.

2.5. The Customer must, in any event, extend the validity of their account within 60 days. Failure to do so, The Customer will lose the mobile number assigned and must purchase a new mobile package from Sure.

2.6. Call credits are not redeemable for cash nor may they be transferred.

2.7. You are responsible for payment of call charges for all international calls made from and accepted at your phone.

**3.0 SERVICE ACCEPTANCE:** Is the date Service is operational and available for the Customer’s use (“**Service Start Date**”).

**4.0 CHARGES:** Effective as of the Service Start Date, for all usage of the Service, whether such usage is authorised or known by the Customer. (see [www.sure.co.sh](http://www.sure.co.sh) for current Sure Tariffs). The Customer shall also incur a specified one-off Charge as of the date Sure commences the work for which that Charge applies. Sure may revise the Charges, or the terms and conditions of this Agreement, at any time upon twenty eight (28) days’ advance notice via our website.

#### **5.0 PROVISION AND USE OF SERVICE**

5.1. The Service will only be available on activation of a Sure SIM and acceptance of this agreement.

5.2. Sure will make all reasonable efforts to ensure that the Service is always available, but the quality and coverage of the Service may vary from place to place, and from time to time, due to circumstances or conditions outside of Sure’s reasonable control; including, but not limited to physical obstructions, atmospheric and/or topographical conditions, other causes of radio interference, and faults in other phone networks not owned by Sure, but to which the network is connected. Sure will not be liable in the event that the Service is affected by reasons beyond its control resulting in a call being interrupted, dropped, refused or curtailed.

5.3. Sure accepts no liability for the loss, late receipt or non-readability of any download, transmission or any other communication. Delivery is on a best effort basis and Sure do not warrant that the content is of satisfactory quality fit for purpose, complete, secure or is free from error.

5.4. Sure will make all reasonable efforts to ensure privacy while using a mobile phone; however privacy cannot be guaranteed, and Sure will not be liable for any lack of privacy which may be experienced while using the Service.

5.5. Each SIM will be assigned a mobile number. Sure on provision of Fourteen days’ notice to The Customer, may alter or vary the mobile number allocated to The Customer and/or, without giving notice shall not be liable for any loss or damage caused to The Customer by reason of any such variation or alteration.

5.6. Sure agrees to maintain the service in good working order, but shall not be liable for any loss or damage sustained or suffered by reason of, or in connection with:

- (a) Any failure or delay in providing the Service
- (b) Any total or partial interruption of the Service, or failure, suspension or restriction thereof
- (c) Any delay or failure in the provision of Service or fault in communication by way of the Service provided and The Customer shall not be entitled to any refund in respect of such failure, delay or interruption.

5.7. Sure reserves the right on provision of reasonable notice to temporarily or permanently (until further notice) suspend the Service to enable repairs, maintenance or improvements to Sure’s system, or at the request of the Governor in Council or any of the essential services in the interest of the general public.

#### **6.0 CUSTOMER’S RESPONSIBILITY**

6.1. The Customer must keep their SIM card safe and in good condition. Any loss of or damage to a SIM card is The Customer’s responsibility to purchase a replacement.

6.2. If the Customer gives or sells their SIM card to any third party The Customer must obtain permission from the Customer Services Department immediately. Until approval is granted by Sure, The Customer will remain responsible for the SIM.

6.3. The Customer must report a lost, stolen or damaged SIM to Sure immediately either by visiting the Customer Care Centre at Bishop’s Rooms, Jamestown, during normal opening Hours 09:00am to 15:30pm Monday to Friday, excluding statutory Holidays, or our Contact Support Centre (operational 24 Hours daily) on Free Toll telephone number 121, with a following written confirmation within twenty-four hours. Until Sure are notified The Customer is responsible for all charges resulting from the use of the SIM card.

6.4. The Customer shall pay Sure’s charges for replacement and/or repair if any replacement and/or repairs are required due to The Customer’s abuse, misuse, neglect or damage to Sure’s equipment.

6.5. The Customer must not do anything that damages or puts the network at risk, or abuses or threatens Sure or any of its employees

6.6. The Customer must not use equipment in connection with the Service that poses a danger to persons or property, or interferes with the Service.

6.7. The Customer must not or allow others to use the Service for any illegal, fraudulent, immoral or improper purpose, or for sending any communication (text and/or voice or picture message) which is of an offensive, abusive, indecent, obscene, threatening, annoyance or inconvenience to others.

6.8. The Customer must not allow others to use the Service, or attach any device to the equipment, or use any procedure to avoid, evade or reduce payment of charges.

6.9. The Customer must not connect or attach to the equipment or Sure’s property any electrical or mechanical device without Sure’s written consent.

6.10. The Customer must not act in any way or do anything, whether knowingly or otherwise, which will impair the operation of the network or any part of it, or put it in jeopardy.

6.11. The Customer must not resell the Service.

#### **7.0 CUSTOMER EQUIPMENT**

7.1. Customer equipment must comply with the standards to be determined by Sure, who can change the equipment compliance standards at any time during the Agreement.

7.2. If the Customer uses equipment not provided by Sure, Services may only be provided if the equipment can be programmed. The Customer agrees to provide ALL information which may be needed to do this. Sure is under no obligation to obtain this information from the manufacturer or any other source. Sure cannot guarantee provision of the Service when customer equipment is not supplied by Sure.

#### **8.0 UPGRADE/DOWNGRADE/TERMINATION/CANCELLATION/DISCONTINUATION OF SERVICE**

8.1. The Customer can move from 'Pay as you go' to 'Pay Monthly' packages at any time by given 3 work days' notice. However, normal Credit Control processes will be carried out before any 'Pay Monthly' package can be provided.

8.2 Credits on the 'Pay as you go' service will not be transferred to a 'Pay Monthly package and will be lost when terminating the Service.

#### **9.0 TERMINATION**

9.1. Sure may suspend or disconnect the Service from the Network after giving 7 days' notice in writing.

9.2. Where the Service is suspended or disconnected, Sure is not obliged to refund any call credits.

9.3. Sure can end all or part of this Agreement immediately and without prior notice to The Customer if:

- (a) There is a breach of this Agreement;
- (b) Any licence to run the network has ended;
- (c) Factors beyond Sure's control prevent the Service from being delivered for a period of more than sixty days.

9.4. Sure may cease the Service if it is discovered that equipment used by The Customer has been previously reported as stolen.

9.5. Sure may terminate this Agreement on notice to the Customer in any of the following circumstances: (i) initiation of proceedings by the Customer in voluntary bankruptcy; (ii) initiation of proceedings against the Customer in involuntary bankruptcy which are not dismissed within sixty (60) days of initiation; (iii) the appointment of a receiver or trustee for the Customer; (iv) a general assignment for the benefit of the Customer's creditors; (v) the Customer's insolvency; (vi) non-payment of amounts due to Sure under this Agreement or under any Telecoms Agreement.

9.6. Upon any termination, the Customer shall (i) immediately cease utilising the Service, (ii) immediately return any Service Agreement Software, (iii) permit Sure to have access to and remove any Equipment from the Customer's premises, (iv) pay Sure for all Charges incurred by Customer up to and including the date Service is discontinued.

9.7. In addition to any other remedies available, Sure may immediately (without notice and without liability to the Customer) discontinue the provision of Service if any of the following occurs: (a) Sure deems in its absolute discretion that it is necessary to discontinue the Service in order to protect against its fraudulent or illegal use or to otherwise protect Sure, its equipment, or facilities; (b) Sure receives complaints or claims from third parties regarding the Customer's use of the Service; or (c) the Customer fails to comply with the warranties set forth below.

#### **10.0 INDEMNIFICATION/LIMITATION OF LIABILITY**

10.1. The Customer shall defend, indemnify and hold Sure harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable legal costs and expenses of any kind or nature for any damages of any kind arising from or related to any use of the Service, Software, Equipment, or the Internet including any breach by the Customer of the terms of this Agreement, whether such use is by the Customer or any third party irrespective of whether the Customer has authorised or known about such usage, or otherwise arising under or related to this Agreement, the Service, the Software, the Equipment, or the Internet.

10.2. Sure shall not be liable for any delay or interruption in or failure to provide or restore the Service howsoever caused including, without limitation, anything caused by or attributable to any customer equipment or any services provided by any person providing the on-line service connection to the Internet. In no event shall Sure be liable for any unauthorised access by a third party to Customer's computer network or data, loss of profits or data, or for any incidental, special, exemplary, or consequential damages. For all other claims that may arise under the terms of this Agreement (and whether in contract, tort, negligence or otherwise), then, to the extent allowed by law Sure's total liability to the Customer, shall be capped at 100% of the fees paid by the Customer to Sure in the 12 months immediately prior to the event giving rise to the claim.

10.3. If Sure has been notified that any Customer's usage of the Service, Software, Equipment, or the Internet is infringing any third party's rights or is in violation of any applicable law or regulation or if Sure otherwise has reason to believe this to be so, if requested by Sure, the Customer shall immediately cease all such usage of the Service, Software, or Equipment

#### **11.0 REPRESENTATIONS AND WARRANTIES:**

11.1. Sure shall provide Service, Software and Equipment as set forth in this Agreement. SURE DOES NOT WARRANT THAT THE SERVICE, SERVICE AGREEMENT SOFTWARE OR EQUIPMENT SHALL BE UNINTERRUPTED OR ERROR FREE OR PROVIDE ANY SECURITY OR PRIVACY FOR ANY COMPUTER NETWORK OR ANY DATA, OR THAT THE INFORMATION AVAILABLE AND/OR ACCESSED THROUGH THE INTERNET SHALL BE ACCURATE, CORRECT, APPROPRIATE FOR ANY PARTY'S NEEDS, FREE FROM VIRUSES OR OTHER DISABLING CODES, OR THAT SUCH INFORMATION SHALL NOT INFRINGE UPON ANY PROPRIETARY OR OTHER RIGHTS OF OTHERS THE USE OF THE INTERNET, ANY INFORMATION AVAILABLE AND/OR ACCESSED THROUGH THE INTERNET, ANY DOMAIN NAME, AND ANY SECURITY FEATURES PROVIDED FOR THE SERVICE SHALL BE AT THE USER'S SOLE RISK. OTHER THAN ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, Sure DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR YEAR/ DATE ACCURACY. SURE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO THE FITNESS, QUALITY, SUITABILITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR PERFORMANCE OF ANY THIRD- PARTY LICENSE AGREEMENT SOFTWARE, IT BEING AGREED THAT ANY SUCH SOFTWARE IS BEING SUPPLIED "AS IS" AND THAT ALL SUCH RISK, AS BETWEEN Sure AND CUSTOMER, ARE TO BE BORNE BY CUSTOMER AT ITS SOLE RISK AND EXPENSE.

THE CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT USE OF THE SERVICE HEREUNDER (INCLUDING ANY USE OF ANY DOMAIN NAME) SHALL NOT VIOLATE OR INFRINGE UPON ANY PROPRIETARY OR OTHER RIGHTS OF OTHERS, BE ABUSIVE, THREATENING, OBSCENE, PROFANE OR OTHERWISE OFFENSIVE, OR VIOLATE ANY APPLICABLE LAWS OR REGULATIONS. THE CUSTOMER SHALL NOT REPRESENT TO ANY THIRD PARTY THAT SURE HAS MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE SERVICE, SOFTWARE, EQUIPMENT, OR THE INTERNET.

#### **12.0 ADDITIONAL TERMS:**

(a) This Agreement is governed by and shall be construed in accordance with the laws of the St. Helena Island.

(b) The Customer may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Sure. An assignment shall be deemed to include any change of control of the Customer.

(c) Sure shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, hurricanes, unusually severe weather, epidemics, or due to any other cause beyond its reasonable control.

(d) Sure may at any time on giving 28 days' notice to the Customer vary pricing Terms and Conditions.

(e) Any notice required to be given by either party under this Agreement may be sent by post in the case of Sure to the Sure's Main Office, and in the case of the Customer, to the address set out in the Application Form and shall in the case of notice by post be deemed to be effective three days after posting.

(f) This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior and/or contemporaneous oral and written agreements, understandings, and/or representations thereto.

(g) Notwithstanding any purchase orders or similar documents submitted by the Customer to Sure only the terms of this Agreement shall apply.

#### **13.0 FAULTS AND REPAIRS/MAINTENANCE**

13.1. If the Customer reports a failure or impairment in the provision of the Services, Sure shall, subject to the other terms and provisions of this agreement, restore the Service or correct the impairment as soon as reasonably practicable following the Customer's notification of the same. Sure shall not be obliged to take any step to restore the Services otherwise than during Sure normal working hours being 0800 to 1600 Monday to Friday (excluding Public Holidays).

13.2. Sure will not undertake any repairs/maintenance of customer-provided equipment.

**14.0 CUSTOMER QUERIES AND DISPUTES**

14.1 Sure has available a Customer Care Centre at Bishops Rooms, Jamestown and can be visited to resolve any queries or disputes the customer may have during normal opening Hours 09:00am to 15:30pm Monday to Friday, excluding statutory Holidays.

14.2. Alternatively the customer can contact the Customer Care Centre on telephone number 22900 during normal work hours 08:00am to 16:00pm Monday to Friday, excluding statutory Holidays.

14.3 In the event that the Customer has not been able to resolve a query or dispute through the Customer Care Centre as detailed in 14.1 or 14.2 the Customer can request the Chief Magistrate to conduct an independent review of that query or dispute. The Customer must allow Sure the opportunity to resolve the query or dispute before making any such request to the Chief Magistrate.

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Customer

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*Date*

**Sure South Atlantic Limited**

PO Box 2,  
Bishop's Rooms,  
Jamestown,  
St. Helena Island, South Atlantic Ocean STHL 1ZZ

Customer Care Centre Tel: + (290) 22900  
Contact Support Centre (Free) Tel: 121  
Email: [service@sure.co.sh](mailto:service@sure.co.sh)

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