



MOBILE SERVICE

Terms and Conditions – Pay Monthly

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.

1.2. Sure will notify the Customer in writing 7 working days in advance of any change to the non-pricing terms and conditions.

2.0 TERM: There is one full Calendar month minimum term contract from the Service Start Date (“Minimum Period”). Should the Customer terminate this Agreement before the expiration of the Minimum Period, the Customer will remain liable for the charges during the Minimum Period. Thereafter (that is once the Minimum Period has passed), the Customer may cease the contract at any time by giving not less than 7 days’ written advance notice of termination before the end of any calendar month. If the Customer gives less than 7 days’ notice before the end of a calendar month he/she may be liable for an administration charge/penalty fee. The amount of this charge shall be at our sole discretion but in any event will not exceed the aggregate value of one month’s rental charge. Sure will always give the Customer 30 days’ advance written notice of termination. This Agreement shall continue in force from the Effective Date until either party provides the other with the required advance written notice of termination. A full month’s various inclusive allowances will be given for part month start of contract.

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, the Customer shall pay the monthly charges set forth in the Sure Tariff of charges (see www.sure.co.sh for current Sure Tariffs). Where a Customer requests a Service Start Date during a month, the Customer will pay the full monthly charges for that relevant calendar month, as a full month’s various inclusive allowances will still be given to the Customer). No prorated charges will apply. The Customer shall also incur an installation or other specified one-time Charge as of the date Sure commences the work for which that Charge applies. Sure may revise the Charges at any time upon twenty eight (28) calendar days’ advance notice.

5.0 PAYMENT: Sure shall provide invoices regularly covering Sure’s monthly billing periods. The Customer shall pay for these charges in accordance with clause 7.1. If payment becomes overdue Sure reserves the right to suspend the Service in accordance with 7.3. The Customer shall be liable to Sure for any and all costs and/or expenses incurred directly or indirectly, including reasonable legal costs and expenses, in the collection or attempted collection of any amounts overdue. .

6.0 PROVISION AND USE OF SERVICE

6.1. The Service will only be available if there is a valid contract with Sure.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. Each SIM will be assigned a Mobile number by Sure. Sure may alter or vary the Mobile number allocated to The Customer by giving reasonable notice where possible and shall not be liable for any loss or damage caused to The Customer by reason of any such variation or alteration.

6.6. 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.

6.7. 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.

7.0 CUSTOMER’S RESPONSIBILITY

7.1. The Customer shall pay, within 28 Calendar days of the bill date, all rentals, fees and all other charges for Service associated with the Customer’s Bill, including any increase in charges, fees, rentals or other rates where applicable and notified in writing from time to time to The Customer by Sure.

7.2. 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.

7.3. If any fees or charges payable by the Customer shall be in arrears for 11 days after these should have been paid, Sure may, without further notice than provided by the Customer’s bill, temporarily suspend service.

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

7.5. The Customer must not give or sell their SIM card to a third party.

7.6. 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 09:00 to 15:00 Monday to Friday, excluding statutory Holidays or our Contact Support Centre (operational 24 Hours daily) on Free Toll telephone number 121. If overseas, call +290 22222 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.

7.7. The Customer shall pay Sure 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.

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

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

7.10. 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.

7.11. The Customer must not or 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.

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

7.13. 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.

7.14. The Customer must not resell the Service.

8.0 CUSTOMER EQUIPMENT

8.1. 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.

8.2. If the Customer uses equipment not provided by Sure, Services may only be provided if the equipment can be programmed to meet the technical requirements of the Sure network. 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 The Company.

9.0 UPGRADE/DOWNGRADE/TERMINATION/CANCELLATION/DISCONTINUATION OF SERVICE

9.1. In the event that the Customer decides to:

9.2. Upgrade from one 'Pay Monthly' package to another, Sure will require at least two working days' notice. Customers who wish to upgrade to a new 'Pay Monthly' can do so when the Minimum Term of their current package has been completed. Upgrades are only effective from the 1st of each month

9.3. Downgrade from one 'Pay Monthly' package to another, Sure will require at least two working days' notice. Customers who wish to downgrade to a new 'Pay Monthly' package can do so when the Minimum Terms of their current package is completed. Downgrades are only effective from the 1st of each month

9.4 The Customer can move from 'Pay Monthly' to 'Pay as you go' package at any time provided that the Customer has completed the Minimum Period as set out in clause 2. Sure will require at least two working days' notice. Movement from a 'Pay Monthly' package to 'Pay as you go' will be charged as a sale of a new 'Pay as you go' package.

9.5 In the event the Customer terminates the Service after the Service Start Date in accordance with clause 2 above the Customer shall pay for all Charges incurred up to and including the date Service is discontinued. No refunds will be given to the Customer. A full month's data allowance will be given for part month end of contract. The Customer may cancel the Service prior to the Service Start Date by providing prior written notice to Sure. In such event, the Customer shall pay for all Charges incurred up to and including the date of cancellation.

10.0 TERMINATION

10.1. Sure may suspend or disconnect the Service from the Network after giving 7 calendar days' notice in writing where payments for other services are unreasonably overdue.

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

10.3. 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.

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

10.5. 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.

10.6. 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.

10.7. 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.

11.0 INDEMNIFICATION/LIMITATION OF LIABILITY:

11.1. 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.

11.2. 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.

11.3. 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

12.0 REPRESENTATIONS AND WARRANTIES:

12.1. 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.

13.0 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 or to the Customer's E-Mail address and shall in the case of notice by post be deemed to be effective three days after posting and in the case of notice to the Customer by E-Mail 24 hours after transmission.
- (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.

14.0 FAULTS AND REPAIRS/MAINTENANCE

14.1. 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).

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

15.0 CUSTOMER QUERIES AND DISPUTES

15.1 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 15:00pm Monday to Friday, excluding statutory Holidays.

15.2. 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.

15.3 In the event that the Customer has not been able to resolve a query or dispute through the Customer Care Centre as detailed in 15.1 or 15.2 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.

Customer

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

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