



SURE

WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

These terms set out the rules for using our website www.sure.com (**website**) and govern your use of the content on the website whether you are a guest or a registered user. By using our website, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use our website.

All undefined phrases shall have the meaning given to those phrases in the Sure General Terms and Conditions which are available at www.sure.com.

1. WHO WE ARE AND HOW TO CONTACT US

1.1. The website operated by Sure which comprises:

1.1.1. Sure (Guernsey) Limited, registered in Guernsey under company number 38694 and with its registered office at Centenary House, La Vrangue, St Peter Port, Guernsey, GY1 2EY;

1.1.2. Sure (Jersey) Limited, registered in Jersey with company number 85645 and with its registered office is at The Powerhouse, Queen's Road, St Helier, Jersey, JE2 3AP; and

1.1.3. Sure (Isle of Man) Limited incorporated and registered in the Isle of Man with company number 004621V whose registered office is at 33-37 Athol Street, Douglas, Isle of Man, IM1 1LB.

1.2. If you have any questions about these terms, please contact us at, mysure.sure.com or at the telephone number detailed on the contact page of the website.

2. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

2.1. These terms incorporate the following terms, which also apply to your use of our website:

2.1.1. The Sure General Terms and Conditions (which set out the separate terms and conditions which apply to products and Service(s) we sell on the website);

2.1.2. Our Privacy Notice (which includes our Cookie Policy. See further under [How we may use your personal information](#)); and

2.1.3. Our Acceptable Use Policy (which sets out the permitted uses and prohibited uses of our website. When using our website, you must comply with this Acceptable Use Policy),

which are available at www.sure.com.

2.2. If you purchase goods and services from our website, our terms and conditions of supply will apply to the sales.

3. USE OF THE WEBSITE

3.1. You must comply with the terms of our Acceptable Use Policy when you are using the website and in addition



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you and any person you allow to use the website and content must not:

- 3.1.1. use our website in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 3.1.2. upload or transmit through the website without limitation, any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- 3.1.3. upload or transmit through the website any material which is unlawful, defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- 3.1.4. use the website in a way that may cause the website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the website is in any way impaired;
- 3.1.5. use the website in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);
- 3.1.6. attempt any unauthorised access to any part or component of the website;
- 3.1.7. make available the website and content (or any part of it) for any commercial purpose;
- 3.1.8. replicate the homepage or create a separate border around any part of the website and content (also known as framing); or
- 3.1.9. make excessive traffic demands, deliver spam of any kind, collect, or process information about users of the website or otherwise distribute unauthorised or unsolicited advertising, engage in unlawful multi-level marketing, or engage in any other behaviour intended to restrict or prevent other users from using the website and content, or which is likely to damage our reputation or the reputation of any third party.

4. WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.

5. WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our website from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

6. WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

- 6.1. Our website is made available free of charge.
- 6.2. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted.



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We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

- 6.3. If we, in our sole discretion, believe that you have; (a) misused the website (or any part of it) in any way; or (b) breached these terms or your Agreement, or any contract with us, we may, without notice, terminate your registration, or suspend or terminate your access to the website. We will not be under any obligation whatsoever to reinstate your registration to the website.
- 6.4. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

7. OUR WEBSITE IS ONLY FOR CUSTOMERS IN GUERNSEY, JERSEY AND THE ISLE OF MAN

Whilst the website may be accessed from anywhere in the world, access to the goods and services on our website is only for customers in Guernsey, Jersey and the Isle of Man.

8. REGISTRATION AND LOG IN DETAILS

- 8.1. You will be required to register in order to access the My Sure area of the website.
- 8.2. If you are a pre-paid customer, the first time you register, you will require your mobile number and authorisation code which we will send to you during the registration process. For all other customers, the first time you register, you will be required to use your bill number and your account number in order to complete the registration.
- 8.3. During the registration process, we may ask you to provide personal details such as name, address, e-mail address, date of birth and telephone number. You must provide true, accurate and complete information during any registration process.
- 8.4. If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you are responsible for the security of your username or password and must treat such information as confidential. You must not disclose it to any third party.
- 8.5. If you have access to different account(s), then you will be permitted to invite third-party users to;
- 8.5.1. have reduced access to a single service as a Service-Level User; and/or
- 8.5.2. to have full account access to an account as an Account Level User.
- 8.6. **“Account Level User”** means a third-party who you authorise to have full account access in the My Sure area of the website and which provides that third-party with access to all billing, payment, call history and itemisation, and the ability to use stored cards on the account, place orders and change/upgrade services.
- 8.7. **“Service-Level User”** means a third-party who you authorise to access an individual service account only in the My Sure area of the website which enables the third-party to access information about allowances and usage for the service number.
- 8.8. Service-Level User access does not provide the user with account information such as bills, payments, or



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the ability to place orders against the service unless expressly permitted by you. You may set optional additional permissions for Service-Level Users. Service-level users will be able to view itemisation only for the service that is given access, this will include, but is not limited to, billed and unbilled usage for that number and any called party details that may be applicable.

- 8.9. By inviting a third-party user to access the account or giving them access to a service against the account, you are giving permission to allow that user to access information or take actions available in the My Sure area of the website only.
- 8.10. You may revoke Service-Level User or Account Level User access at any time should you choose to do so.
- 8.11. Service-Level User or Account Level User access does not grant that user permission to contact Sure via telephone or in person and or authorise that user to discuss details on the account held with Sure or make changes to that account without written authorisation from you in accordance with paragraph 3.5 of the Sure General Terms and Conditions.
- 8.12. We have no liability or responsibility for third-party users who have access to account(s) and/or service(s) as either a Service-Level User or Account Level User.
- 8.13. You are responsible for all actions that take place as a result of access to an account and/or a service(s) via your username or password and for all actions of a Service-Level User or Account Level User in respect of access to any accounts and/or service(s) and for payment of all invoices. A breach of these terms under your username or password or a breach by a Service-Level User or Account Level User will be treated as a breach by you.
- 8.14. We have the right to disable any username code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 8.15. If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us.

9. PLACING AN ORDER

- 9.1. The information available to you on the website is solely for the purpose of enabling you to assess the goods and services which we make available to our customers. No offer for the sale of the Services and/or the Purchased Equipment is being made to you by means of the content you have accessed through the website.
- 9.2. You may order and pay for limited Services via the website (details of which are set out on the website). Other Services and Purchased Equipment may be ordered on the website, but payment must be made either in-store or over the phone (depending on the nature of the service).
- 9.3. When you place an order, the offer is formed when you submit an Order to us for the purchase of Service(s) and/or Purchased Equipment.
- 9.4. We may contact you once your Order is received to confirm the details of the Order that you have made on the website. We will send you a confirmation email confirming that we have received your Order. This



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confirmation email does not constitute acceptance of your order. We will need to check your Order (including carrying out any credit checks) and decide whether to accept it.

9.5. No price, or other information displayed on our website will bind us until we have accepted your Order. The price you will be charged for any Service(s) and/or Purchased Equipment will be the price in force when your Order is accepted by us.

9.6. If we do accept your Order, and:

9.6.1. your Order is to be paid for and completed online, a contract will be created at the time we send you a second email confirming your Order. You will be deemed to have received our acceptance of your offer once we have sent an email to your inbox;

9.6.2. your Order is to be paid for and completed in-store or by telephone, a contract will be created on the date on which you accept the order form and/or Sure contract by physically signing it in-store.

10. PRE ORDERS AND OUT OF STOCK ORDERS

Whenever you pre-order online (i.e. order a device before it is launched) or order a device that is currently out of stock, we will contact you once it is in stock and aim to send it to you as soon as possible. If you are unhappy to wait, you may cancel the Order. If you are an upgrading customer, and you decide to cancel the Order, you will still be required to pay for any Service(s) used before cancelling.

11. INTELLECTUAL PROPERTY RIGHTS AND HOW YOU MAY USE MATERIAL ON OUR WEBSITE

11.1. We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

11.2. 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 trademarks of the Sure Group or third parties. All such rights are reserved.

11.3. You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

11.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

11.5. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

11.6. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

11.7. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.



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11.8. We may, at any time, moderate, remove or edit any material that you place or attempt to place on the website and block or suspend your access to the website.

12. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

12.1. Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

12.2. We have no control over the contents of those websites or resources.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1. The provisions of paragraph 26 (Liability) of the Sure General Terms and Conditions apply to these terms.

13.2. In addition to the foregoing, we exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.

13.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

(a) use of, or inability to use, our website; or

(b) use of or reliance on any content displayed on our website.

14. INDEMNITY

You will keep harmless, defend and indemnify us against any claims, losses, costs and liabilities arising from any claims by any third party, in connection with the use or misuse of the website which breaches these terms including any losses arising from the use by a Service-Level User or Account Level User and/or any other person accessing the website using your Internet account and/or your log-in details.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

The security of your personal information is important to us and we will only use it as set out in our Privacy Notice as detailed in paragraph 2.1.2 above.

16. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

16.1. We do not guarantee that our website will be secure or free from bugs or malware (including but not limited to software designed to cause disrupt, damage or gain unauthorised access to information).

16.2. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own malware protection software.

16.3. You must not misuse our website by knowingly introducing viruses, malware, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised



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access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

17. GENERAL

- 17.1. If any part of these terms is determined to be legally invalid or unenforceable, such provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms will continue unaffected.
- 17.2. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.