

## SURE E-Mail Services Terms and Conditions –‘SUREMAIL’

Sure offers an E-mail service that allows access to a mailbox provided by a 3<sup>rd</sup> party partner (“Service”). The Service is accessed via the internet. This Agreement does not include internet access that is necessary for connection to the Service. You are responsible for making a separate application for internet access and for complying with the conditions applicable to it. The Service allows the sending and receiving of emails utilising the cwgsy.net or Suremail email address provided.

### 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 as well as the Sure Acceptable Use Policy. Where there is conflict these Service Specific Terms and Conditions and Sure Acceptable Use Policy supersede the General Terms and Conditions.

THESE TERMS AND CONDITIONS ARE IMPORTANT AND SHOULD BE READ CAREFULLY. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND IN THE TERMS OR CONDITIONS PLEASE E-MAIL Sure at [support@sure.com](mailto:support@sure.com)

#### 1. Definitions and Interpretation

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

"**Sure Site**" means Sure's web site at <http://www.sure.com/>;

"**Email Storage Limit**" means where We provide You with email services that involve Us providing physical storage space on Our systems, We will impose limits (which We may vary from time to time) on the storage space We provide to You. These limits relate to the physical amount of email messages that can be stored and/or the size of any attachments You can send or receive;

"**Internet**" means the global information system consisting of a large number of interconnected computer networks that communicate through the use of TCP/IP network protocols; commonly referred to as the World Wide Web;

"**Qualifying Product**" means Pay Monthly mobile or Broadband service supplied by Sure

"**Permanently Deleted**" means the irretrievable deletion of one or more of Your emails or mailboxes while using our online email system,

"**Registration Form**" means the registration form provided by Us, either online via the Sure Site or in hard copy, and completed by You identifying the Service to be provided;

"**Service**" means the service as published at the Sure Site comprising the provision of access to the E-mail service and more particularly detailed in the Service Description;

"**Service Charge**" means the list of charges for provision of the Service published online at the Sure Site and payable by You;

"**Service Description**" means the description of the Service as published on the Sure Web Site;

"**Software Materials**" means any software, documentation or other goods, including media, made available by Us to You for the purpose of receiving the Service;

"**Third Party Charge**" means any and all telephone call charges, line and/or equipment rental charges or charges for associated services payable by You, not provided by Us but required to access the Service.

## **2. Provision of Service**

2.1 We will use reasonable endeavours to provide the Service to You from the date of acceptance of the Registration Form by Us, which acceptance shall be communicated to You by way of provision by Us to You of a login code and password.

2.2 We are not responsible for the content of any material made available and/or accessible by use of the Service.

2.3 The E-mail address assigned remains to be the property of Sure indefinitely and may not be sold or transferred.

2.4 We cannot guarantee the Service will be fault free, uninterrupted, error free or completely secure.

2.5 For each Qualifying Product You take from Sure You shall be entitled to one mail account as part of the Service.

2.6 Each e-mail account issued to You will have a maximum storage limit of 10 gigabytes.

## **3. Use of Service**

3.1. You are responsible for ensuring the Service is used only for lawful purposes and in accordance with the Sure Acceptable Use Policy.

## **4. Security**

4.1. You undertake to keep the login code and password assigned by Us to You secure and not to divulge either of them, or any change to them, to any other person.

4.2. You undertake to notify Us immediately should You have any reason to believe that the login code and/or password have been obtained by any person other than those referred to in 4.1.

4.3. You undertake to be responsible for any charges of any nature that may be incurred by Sure as a result of any authorised or unauthorised use of the login code and/or password.

4.4. You may change the assigned password online or may contact Us to effect a change.

4.5. We reserve the right (at Our sole discretion) to require You to change any or all of the passwords used in connection with the Service.

4.6. We reserve the right to suspend the login or password access to the Service if at any time We consider that there is or is likely to be a breach of security.

4.7. You must immediately inform Us of any changes to the information You supplied on the Registration Form.

4.8 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 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 programmes 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.

4.9 We scan emails with anti-virus / malware software and delete any attachments that are suspected of carrying a threat in order to protect Our network. You are ultimately responsible for checking any messages You receive and We do not guarantee to delete each and every threat that passes through our systems.

## **5. Charges**

5.1 There is no charge for using the Service provided that you subscribe to a Qualifying Product.

5.2 If You do not have a Qualifying Product You will be charged 50 pence per month.

5.3 If You cease your contract for a Qualifying Product then You can continue to use the Service designated to You as part of that Qualifying Product provided that You pay a fixed charge of 50 pence per month.

5.4 Certain additional services might be provided by Us and subject to a Service Charge, or provided by other service providers and subject to a Third Party Charge.

5.5 You agree to pay any Service Charges for the these additional services subscribed to by You and further agree that We are authorised to debit Your preferred form of payment, as notified by You to Us upon registration, or later by You to Us when You chose a choose to take up these additional services, with such charges from the date You take the additional services until any and all indebtedness of You to Us is cleared.

5.5 Any local taxes payable as part of a Third Party Charge shall be Your sole responsibility and shall be paid by You.

5.6 Any Service Charges are payable monthly in advance, and on demand.

## **6. 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 this Agreement and the Service and We will refund any charges paid for in advance for the unavailable period and any period thereafter.

## **7. Internet**

The Service is accessed via the Internet. The Internet is separate from the Service and use of the Internet and the Service is solely at Your risk and subject to all applicable laws. We have no responsibility for the performance or speed of the Internet, information, software, services or other materials obtained by You using the Internet.

## **8. Termination and Suspension**

8.1 This Agreement may be terminated by any of the following events:

8.1.1 one month's written notice (including by email) given by Us to you;

8.1.2 one month's written notice (including by email) given by You to Us;

8.1.3. Immediately by Us upon breach of any of the terms and conditions contained in this Agreement or failure by You to pay any Service Charge due to Us;

8.2 by You for unavailability of Services under paragraph 6 of these terms and conditions.

8.3 We will disable any account that has not been accessed for a period equal to or exceeding six months. After this time we will delete the account and any emails and/or content associated with the account. The user ID will be recycled immediately.

8.4 We may suspend the Service at any time if You are in breach of the Agreement, Acceptable Use Policy or Sure General Terms and Conditions.

## **10. Liability**

You are responsible for ensuring the Service is used only for lawful purposes in accordance with the Sure Acceptable Usage Policy.

10.1 We are not responsible for the content of any material made available and/or accessible by use of the Service.

10.2 If any information provided by You is untrue, inaccurate, not current or incomplete, We have the right to terminate Your E-mail Service and refuse any and all current or future use of the Service.

10.3 We do not undertake to provide any other services to You under these terms and conditions other than the provision of the E-mail Service and do not accept any responsibility for any computer, telephone or other equipment used by You to access the Service. The provision of such services may be covered by other relevant Sure terms and conditions.

10.4 We are not liable in any way for any activities of You 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.

10.5 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 that any use of the Service by You is unlawful or infringes any rights held by such entities. 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 all reasonable assistance to Us in defending such claims at Your sole expense.

10.6 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.

10.7 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 the control of Us and in any event 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.

10.8 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.

10.9 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. You acknowledge that the use of the E-mail service is solely at Your own risk and subject to all applicable national and international laws and regulations. We have no responsibility for any information or other services obtained by You.

10.10 We reserve the right to restrict or suspend access to the Service and to impose data traffic restrictions at Our discretion, in order to implement new facilities, allow data retrieval, tackle spam or unsolicited use of Sure Mail addresses and domains and to maintain Service levels. Where practicable You will be advised of any such measures by email and/or via Our website within a reasonable timeframe. We further reserve the right to filter emails and to remove any email that We in Our absolute discretion consider to be email spam.

10.11 The provision of email facilities require Us to provide storage space on Our equipment and servers. In order to assist the management of Our services (including but not limited to the provision to You of the Service), You acknowledge and agree that:

10.12 We shall be entitled to delete any emails in any individual email account if the storage space utilised by such account is in excess of the Email Storage Limit. We also reserve the right to suspend the further use of any such account (including receipt of emails) unless and until the account meets the Email Storage Limit; and

10.13 We shall be entitled to delete any emails in any individual email account that has not been accessed for three hundred and sixty five (365) consecutive days; and

10.14 We shall be entitled to delete all emails in any or all of Your email accounts immediately upon the termination of this Agreement and/or the cessation of Our provision to You of the Service; and

10.15 We shall be entitled to delete any individual email accounts that have not been accessed for 12 months and You accept that any emails not previously opened or accessed will no longer be available to You..

10.16 You acknowledge and agree that any such deletion of such emails under section 10.12 shall be without liability to You, and We shall not be required to provide You with prior notice of the same.

10.17 Our website [www.sure.com](http://www.sure.com) contains local content that is provided to Us by third parties. We cannot be held responsible for the content provided to Us by those third parties.

10.18 We are not responsible if You Permanently Delete any emails that You send or receive using Our online system. We are not able to retrieve any messages that You have deleted. You can change Your preferences to create a Deleted folder that stores your deleted emails until You chose to empty it. If this option is selected messages are only Permanently Deleted once deleted from this folder;

## 11. 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	Telecommunications Equipment
Fault Repair	Relocation and Reconfiguration
Term of Service	Temporary Service
Interconnection	Payment
Deposits and Payments in Advance	Default
Cancellation	Suspension
Call Monitoring and Recording	Accommodation, Power and Lightning
Customer Premise Equipment	Information and Permissions
Access to Premises	Complaints and Arbitration
Assignment	Copyright
Duration and Entire Agreement	Indemnity
Law	Matters Beyond Reasonable Control
Use of Information	Severability
Variation	Waiver

## **12. To Contact Us**

If You wish to contact Us about any aspect of the Internet Service please send an email to the Helpdesk on [support@sure.com](mailto:support@sure.com)