

SURE SOUTH ATLANTIC LIMITED
PAY AS YOU GO TERMS & CONDITIONS

1. DEFINITIONS

"The Agreement" means these terms and conditions together with any application form or order form as accepted by the Company.

"The Service" means the Pay As You Go (PAYG) mobile service.

"The Company" means Sure South Atlantic Limited (a company registered in the Falkland Islands with company number 14993, whose registered office is at Ross Road, Stanley, Falkland Islands).

"The Customer" means the person or body who has entered into this Agreement with the Company.

"Mobile Network" means the mobile telecommunication system run by the Company.

"PIN" means the Personal Identity Number assigned to the SIM Card.

"SIM Card" means the Subscriber Identity Module containing data (including the Customer's identity), which has been supplied to the Customer by the Company.

"Usage Limit" means the limit that applies to any Booster to which the Customer subscribes.

2. AGREEMENT

- 2.1. Subject to legal and regulatory requirements, the Company may change the terms and conditions at any time. The Customer will be informed of any changes. If the Customer continues to use the Service after notice has been given, the Customer is deemed to have accepted the changes. If the Customer does not agree to the changes, the Customer may terminate the Agreement. A cancellation charge will not be levied.

3. SERVICE

- 3.1. The Company will make all reasonable efforts to make sure 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 the Company'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 the Company, but to which the network is connected. The Company 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.
- 3.2. The Company accept 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 the Company do not warrant that the content is of satisfactory quality fit for purpose, complete, secure or is free from error.
- 3.3. The Service is to be used by a single user only. The Customer is responsible for ensuring that no unauthorised access to the Service is obtained using the Customer's account and the Customer acknowledges that it is liable for all such activities conducted through use of the Customer's Service whether authorised or not.
- 3.4. It is possible to enable PIN protection on a SIM Card in order to restrict unauthorised access. If a PIN has been enabled, the Customer as the registered user of the Service, will:
- (a) keep the PIN secure and not let it become public knowledge and ensure that the PIN will not be stored anywhere in an unencrypted format;
 - (b) provide true, accurate, current and complete information when registering and notify the Company immediately of any changes or mistakes; and
 - (c) if the PIN becomes known to any unauthorised user, the Customer will inform the Company immediately and change the PIN as soon as possible.
- 3.5. The Customer is responsible for the security and use of any password or PIN numbers used with the Service. The Customer is advised not to save them in plain text format or use caching systems such as the password cache in a web browser. The Company will not be held liable for any loss that the Customer may suffer as a result of the Customer's failure to comply with this clause.
- 3.6. The Company makes every effort to ensure the security of the Customer's communications and the Company will make all reasonable efforts to ensure privacy while using a mobile phone; however, privacy cannot be guaranteed, and the Company will not be liable for any lack of privacy which may be experienced while using the Service. The Customer is advised that for reasons beyond its control, there is a risk that its communications may be unlawfully intercepted or accessed by someone other than the intended recipient. Although the Customer's communications over the air interface with the Company's systems are secure and encrypted, the Company has no control over the security of third party networks. Please note when using the Internet, that the Internet is not a secure environment; unwanted programs or material may be downloaded without the Customer's knowledge. These programmes may perform actions that the Customer has not authorized and possibly without the Customer's knowledge. The Customer is responsible for protecting its equipment and data against these types of programs.
- 3.7. The Service is only available in the Falkland Islands. Access to the Mobile Network outside the Falkland Islands is not available.
- 3.8. Each package will be assigned a telephone number chosen by The Customer. The Company on provision of fourteen (14) days' notice to the Customer, may alter or vary the telephone 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.

- 3.9. The Company 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;
 - (d) Any error or omission in any directory or other document relating to such Service,

and the Customer shall not be entitled to any refund in respect of such failure, delay or interruption.

4. TERMS OF SERVICE

- 4.1. The Service provided under this Agreement is controlled by the Customer by the purchase and initialisation of PAYG Top Up, unless terminated under the provisions of paragraph 8.

5. CUSTOMER'S RESPONSIBILITY

- 5.1. The Customer must not give or sell their SIM card or the telephone number allocated to it, to a third party.
- 5.2. The Customer must provide to the Company any requested information/ and or co-operation that the Company may reasonably require in order for the Company to provide the Service (and details of any changes to such information).
- 5.3. The Customer must report a lost, stolen or damaged SIM to the Company immediately, with written confirmation within twenty-four hours. Until the Company are notified the Customer is responsible for all charges resulting from the use of the SIM card.
- 5.4. The Customer shall pay the Company'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 the Company's equipment.
- 5.5. The Customer must not do anything that damages or puts the network at risk or abuses or threatens the Company or any of employees.
- 5.6. The Customer must not use equipment in connection with the Service that poses a danger to persons or property or interferes with the Service.
- 5.7. The Customer must not allow, or allow others to use the Service:
- (a) for any illegal, fraudulent, immoral or improper purpose, or for sending any communication which is of an offensive, defamatory, abusive, indecent, obscene, threatening, annoyance or inconvenience to others (including the sending of automated unsolicited communication);
 - (b) to download, possess or transmit in any way illegal material;
 - (c) to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;
 - (d) in breach of any instructions given by the Company to the Customer; in a manner that violates any law or regulation;
 - (e) in a manner that will have an adverse impact on the Company's network (or any part of it), other customers or the Company's brand.
- 5.8. 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.
- 5.9. The Customer must not connect or attach to the equipment or The Company's property any electrical or mechanical device without The Company's written consent.
- 5.10. The Customer must not resell the Service.

6. PAYMENT

- 6.1. Payments to the Company for all aspects of the Service, apart from Top Ups charged to a monthly account, are made in advance by the Customers purchase and Activation of Top Up.
- 6.2. Charges for any Booster, at the choice of the Customer, will start on the Service Delivery Date.
- 6.3. It is the Customers responsibility to ensure that sufficient credit is available to cover any activities such as calls, text or data booster.

7. CUSTOMER EQUIPMENT

- 7.1. Customer equipment (including handsets) must comply with the standards to be determined by the Company, who can change the equipment compliance standards at any time during the Agreement.

- 7.2. The Company will provide the Customer with details of the technical requirements and specifications that a handset needs in order to be able to use the Service. The Company will not accept any responsibility for failure to provide a Customer with Service if their handset is not compatible with the network in question.
- 7.3. If the Customer uses equipment not provided by the Company, 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. The Company is under no obligation to obtain this information from the manufacturer or any other source. The Company cannot guarantee provision of the Service when customer equipment is not supplied by The Company.

8. TERMINATION/SUSPENSION

- 8.1. The Company may give the Customer immediate notice and suspend the Service:
 - (a) if it is used in a manner that has an adverse impact on and/or materially harms the integrity, security or interoperability of the Company's network;
 - (b) if it is used with equipment that is not approved for connection to the Company's network;
 - (c) if it is used in a manner, or in relation to, the commission of offences or alleged commission of offences against any relevant law or regulation;
 - (d) on the instructions of a government body, law enforcement agency, regulator, emergency services, court or other competent authority;
 - (e) if it is used in breach of clause 5.7 whether by the Customer or any other party with or without the Customer's knowledge;
 - (f) in an emergency; including in order to provide or safeguard service to a hospital or to the emergency, or other essential, services or for the safeguarding of life or limb;
 - (g) during any technical failure of the Mobile Network;
 - (h) to prevent or investigate an incidence of fraud or crime or alleged incidence thereof;
 - (i) to prevent or investigate artificially inflated traffic;
 - (j) to prevent a breach of any law or regulation.
- 8.2. The Company may suspend the Service giving the Customer as much written or oral notice as reasonably practical and possible and not less than 24 hours for the purpose of repair, maintenance or improvement of the Mobile Network.
- 8.3. The Company may also suspend the Service if the Customer breaches any of the terms of the Agreement where a right of termination has arisen under paragraph 9, or as otherwise stated in this Agreement (without losing or reducing any other rights or remedy, including terminating the Customer's Service at a later stage).
- 8.4. If the cause of suspension is remedied, the Company shall restore the Service as soon as possible unless the Company's rights to terminate the Service have already been exercised.

9. TERMINATION

- 9.1. The Company may terminate this Agreement by giving the Customer at least one (1) months' notice.
- 9.2. The Customer may terminate this Agreement by contacting our Customer Services Centre.
- 9.3. In order to keep the service the Customer must top up or use credit in the form of phone, text, or data at least once every 60 days.
- 9.4. If the Customer has not used the service by the end of the 60 day validity period, this Agreement will be Terminated and the Customer's mobile number and any unused credit will be lost.
- 9.5. Where the Service is suspended or disconnected, the Company is not obliged to refund any call credits.
- 9.6. The Company 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) Something beyond the Company's control prevents the Service from being delivered for a period of more than sixty days.
 - (d) If the Customer is unable to pay its debts or becomes the subject of bankruptcy/insolvency proceedings.
- 9.7. The Company may suspend the service or disconnect any SIM card from the network without warning if:
 - (a) The network breaks down or needs maintenance. The Company will make every effort to stop this happening.
 - (b) The Customer, or someone using the SIM card, does not keep to these conditions, or any other agreement with the Company; or
 - (c) The Customer, or anyone who uses the SIM card, damages the Telecommunications Network or puts it at risk, or abuses or threatens Our staff.
- 9.8. it is discovered that equipment used by the Customer has been previously reported as stolen.

10. CONFIDENTIALITY

- 10.1. The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Agreement and will not disclose that information to any person (other than their employees, professional advisers, or any entity in the Company's group) without the written consent of the other party.
- 10.2. This paragraph 10 will not apply to:
- (a) any information that has been published other than through a breach of this Agreement;
 - (b) information lawfully in the possession of the recipient before the relevant disclosure;
 - (c) information obtained from a third party who is free to disclose it; and
 - (d) information that a party is requested to disclose and if it did not could be required by law to do so;
 - (e) information requested by governmental body, regulator, law enforcement agency or any other competent authority.

11. CLAIMS, LIABILITY AND INDEMNITIES

- 11.1. The Company does not exclude or restrict liability for death or personal injury resulting from its negligence.
- 11.2. The Company is not liable to the Customer either in contract, tort, (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatever.
- 11.3. The Company are not responsible for the content of any material made available and/or accessible by use of the Service.
- 11.4. If any information provided by the Customer is untrue, inaccurate, not current or incomplete, the Company has the right to terminate the Customer's Service and refuse any and all current or future use of the Service.
- 11.5. The Company does not undertake to provide any other services to the Customer under these terms and conditions other than the provision of the Pay As You Go service and does not accept any responsibility for any computer, telephone or other equipment used by the Customer to access the Service. The provision of such services may be covered by other relevant terms and conditions.
- 11.6. The Company are not liable in any way for any activities of the Customer 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.
- 11.7. The Customer shall indemnify the Company against any actions, proceedings, claims or demands in any way connected with the Agreement brought or threatened against the Company by a third party located in any jurisdiction. The Customer shall immediately notify the Company in writing of any such claims of which the Customer become aware and the Company may elect to defend such claims. The Customer agrees to offer all reasonable assistance to the Company in defending such claims at the Customer's sole expense.
- 11.8. The Customer agrees to pay all costs, damages, awards and professional fees of any kind incurred in relation to any claims made against the Customer or against the Company relating to the Customer's use of the Service.
- 11.9. The Company will use reasonable endeavours to maintain the quality of the Service and to ensure the Service is available at all times but makes no warranties regarding availability or quality of the same and are not liable for any loss of any nature suffered by the Customer or any third party as a result of any event outside the control of the Company and in any event are not liable for any loss suffered by the Customer or any third party as a result of any interruption to the Service. The Customer acknowledges that the Company are not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than itself.
- 11.10. The Company is not responsible for maintaining any site or address on the Internet other than its own site and address and the Company does not warrant or represent the continued availability of any other site or address. The Customer is responsible for obtaining any insurance, which the Customer may require for any potential loss which the Customer may suffer through the unavailability of the Service.
- 11.11. The Customer acknowledges that by entering into any contract or other obligation with any third party through the Sure Pay As You Go Service, the Company will neither become a party to such arrangements nor assume any liability there under. The Customer acknowledges that the use of the Internet is solely at the Customer's own risk and subject to all applicable national and international laws and regulations. The Company has no responsibility for any information or other services obtained by the Customer on the Internet.
- 11.12. Each provision of this paragraph limiting or excluding liability operates separately. If any part is held unreasonable or inapplicable in any circumstances the other parts shall continue to apply.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. All copyright and other intellectual property rights in any material (including text, photographs, videos, graphics, logos, music, sound and other material images) contained in the Service or the Internet access software that the Customer uses to access the Service is either owned by the Company or has been licensed to the Company by the rights owner(s) for use with the provision of the Service. The Customer is only allowed to use the Service as set out in these terms and conditions.

- 12.2. The words or marks "Sure" and "Sure International" 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 Sure or a member of its Group. ALL RIGHTS RESERVED.

13. MATTERS BEYOND REASONABLE CONTROL

The Company are not liable for any breach of this Agreement which is caused by a matter beyond its reasonable control including but not limited to act of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of government or other competent authorities.

14. GOVERNING LAW

This Agreement shall be governed by and constructed and interpreted in accordance with the Laws of the Falkland Islands and each party hereby submits to the exclusive jurisdiction of the Falkland Islands.