



## Sure (Diego Garcia) Limited

### Specific Terms & Conditions for Internet Services

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#### 1. Definition and Interpretation

1.1 In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

"**Access Medium**" means the medium (whether a fixed-line telephone, mobile cellular phone, modem or otherwise, including a computer) stipulated or approved by Sure by or through which the Customer may utilise the Service.

"**Acceptable Use Policy**" means the guidelines for acceptable conduct and use of the Service.

"**Customer**" means any person who applies or subscribes for or utilises any Service.

"**General Terms**" means Sure **General Terms and Conditions of Service**.

"**Line**" means a telephone line provided by the US Military to which a telephone may be connected for voice calls or facsimile transmissions to be made or received.

"**Login Name**" means any number or alphanumeric symbols or characters assigned by Sure to the Customer as login name, login ID, user name or user ID (whether or not applied for or selected by the Customer) to be used by the Customer, in conjunction with the Password, to access the Service.

"**Minimum Subscription Period**" means a period as may be stipulated by Sure from time to time as the minimum subscription period before or when the Customer applies for the Service.

"**Password**" means any number or alphanumeric symbols or characters initially assigned by Sure to the Customer as the Password (including any changes thereafter whether or not selected by the Customer) to be used by the Customer, in conjunction with the Login Name, to access the Service.

"**Service**" means the provision by Sure to the Customer of access to the Internet through the Access Medium and includes such other service or facility relating thereto provided by Sure from time to time which Sure designates as a service or facility in relation to which these Specific Terms and Conditions shall apply.

"**Sure**" means Sure (Diego Garcia) Limited, whose office is located at Bdg 1501, DownTown, Diego Garcia, BIOT.

"**Sure System**" means any electronic or telecommunications system operated or used by Sure.

**1.2** The words and expressions used in these Specific Terms and Conditions which are defined in the General Terms but are not defined in these Specific Terms and Conditions shall have the same meanings as defined in the General Terms unless the context otherwise requires.

**1.3** The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

## **2. Service**

**2.1** The Customer shall use, and shall procure that its servants and agents shall use, the Service in accordance with the Acceptable Use Policy, and with such other guidelines, rules and requirements as Sure may issue from time to time provided that nothing in the Acceptable Use Policy, or any such other guidelines, rules and requirements shall affect, vary, modify or alter the terms of the agreement between the Customer and Sure as contained in the General Terms and the Specific Terms and Conditions herein.

## **3. Subscription Period**

**3.1** The Customer shall not terminate the Service until after the expiry of the Minimum Subscription Period, where Sure has stipulated a minimum Subscription for the service, before or at the time of application for Service.

In the event that the Service is terminated before the expiry of the Minimum Subscription Period by the Customer for any reason whatsoever or by Sure as a consequence of any breach by the Customer of any of the obligations or duties of the Customer, then notwithstanding any provision to the contrary in the General Terms:

- a.** the Customer shall pay Sure the difference between:
  - i.** the total subscription which Sure would have imposed or charged the Customer for the Service, had the Service not been terminated prior to the expiry of the Minimum Subscription Period; and
  - ii.** the charges paid by the Customer for the Service prior to the date of termination of the Service.
- b.** any and all charges which has been discounted, waived or reduced by Sure on the basis that the Customer subscribes or utilises the Service for the Minimum Subscription Period may be reinstated and imposed by Sure on the Customer retroactively as from the date of commencement of the Service.

## **4. Password**

**4.1** The Customer shall not disclose to any person the Customer's Password and shall not permit or authorise any other person to use the Customer's Login Name or Password for any purpose whatsoever.

**4.2** Sure may treat any access or utilisation of any Service at any time by use of the Customer's Login Name and Password (whether or not with Customer's knowledge of authority) as access or use of the Service by the Customer.

- 4.3** The Customer upon learning that any person has acquired knowledge of the Customer's Password or has used the Customer's Password to access or utilise the Service (whether with or without the knowledge and consent of the Customer) shall:
- a. immediately notify Sure thereof;
  - b. provide Sure with any other related information as Sure may require; and
  - c. immediately change the Password.
- 4.4** As Content transmitted through the internet in general is not confidential; Sure shall not guarantee Customer's privacy or protection. It is Customers' sole responsibility to take all such measures as may be necessary (including but not limited to changing Customer's Password from time to time) to protect the secrecy of Customer's Password. Customer shall keep the Password confidential and shall not reveal or disclose the Password to any person except to your authorized user(s). Customer shall fully indemnify Sure against all actions, proceedings, damages, costs, claims, demands or expenses which may be sustained or suffered by Sure arising out of or in connection with Customer's use of the Services.

## **5. Data**

- 5.1** The Customer shall be solely responsible for ensuring that the data retained or stored by or for the Customer on any Sure System does not exceed the storage capacity allotted to the Customer by Sure from time to time.
- 5.2** The Customer shall be solely responsible for the content and data retrieved, stored or transmitted through the Services.

## **6. System Requirement**

- 6.1** The customer shall be responsible to ensure that customer's personal computer(s)/ equipment(s) meets the Services' minimum system requirements as advised by Sure in the customer agreements specific to the Services taken. Sure shall not be liable for any Service failure resulting from the non-compliance of such requirements as set by Sure from time to time.
- 6.2** The customer shall not connect more computers to the Services than as advised by Sure in the customer agreements specific to the Services taken. Sure shall not be liable for any Service failure resulting from the non-compliance of the requirement.
- 6.3** The customer shall be responsible to ensure that customer's personal computer(s)/equipment(s) are protected adequately by current commercially-available up-to-date Firewall, Virus Protection and Anti-Adware software. The software must be enabled to provide a reasonable and adequate level of security to the customer's equipment, being deemed essential to minimise disruption to the performance of the Sure system.
- 6.4** The customer shall not trade on connectivity, resell, hire, lend or transfer ownership of the Services without the express consent of Sure.

## **7. Transfer Speed**

- 7.1** The customer acknowledges and accepts that actual upstream and downstream speeds when using the Services are affected by many factors including without limitation:-
- i. overall network traffic condition;
  - ii. type of data accessed, whether non-cached or cached data;

- iii. location and configuration of the accessed server; and
- iv. performance characteristics of each component of the data network, number of users and extent of all users' compliance with such conditions and requirements as set out by Sure.

**7.2** The Customer further acknowledges that Sure does not warrant or give any guarantee on data transfer speed.

## **8. Termination**

Subject to Clause 3 above, either Sure or the Customer may terminate the Service at any time by giving the other not less than thirty (30) days' prior notice of such intention to terminate.

## **9. Changes in Usage Plan**

If the Customer wishes to change any usage or fee plan applicable to any Service, the Customer shall give written notice thereof to Sure. Subject to clause 3, the change, if consented to by Sure, shall take effect within 10 days, except if Sure has communicated to customers that such changes to Service can only be made on or after a particular date in which case such change shall only be effected after such particular date.

**END**