

SURE4G SERVICE SPECIFIC TERMS AND CONDITIONS

SURE4G MOBILE SERVICE PRODUCT DESCRIPTION

The Sure4G pay as you go mobile service (the **Service**) provides a mobile service when you are in Diego Garcia, with all payments based on the advanced purchase and activation of top-up cards, top-up over the counter or any forms of electronic top-up as may be made available.

The Service provides for access to the Internet, traffic in speech and Short Message Service (SMS) text messaging, if You use a suitable handset. Details of Sure4G tariffs are published on the Internet at www.sure.io

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. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

1. Definition and Interpretation

The Sure General Terms and Conditions include definitions. The below definitions are in addition to those included within the General Terms and Conditions:

“Acceptable Use Policy” refers to a separate Sure document showing the rules and etiquette governing Our customers in their use of the Internet, which can be viewed on Our website at www.sure.io

“Activation” means the process completed by You to add credit to Sure4G account via on the advanced purchase and activation of etop-up cards, etop-up over the counter or any forms of electronic top-up as may be made available.

“Content” means data, information, software, photographs, video, graphics, music, sound and any other material appearing on or available through the provision of the Service to You including, without limitation, news, travel, sport and share price information supplied by Us or by other content providers from time to time and which is received by You through the use of the Service

“Data Card” means an external LTE Modem manufactured by a third party supplier that, when used in conjunction with a laptop or similar compatible device, enables access to the Internet over LTE

“eTop up” means the method of electronic top-up that is used by You to purchase use of the Service from Us in advance

“Internet” means the global network that links millions of computers, using phone and cable links. This provides World-wide communications to homes, schools, businesses and governments. The WWW (world wide web) runs on the Internet.

“Laptop” means a portable personal computer or other access device that You may use to access Our LTE Telecommunications Network

“LTE” means Long-Term Evolution and is a standard for wireless broadband communication for mobile devices and data terminals, based on the GSM/EDGE and UMTS/HSPA technologies.

“Mobile Phone Equipment” means a handset and a SIM card when using LTE and other associated equipment

“PIN” means the Personal Identity Number assigned to the SIM Card. When enabled, the PIN is required in order to connect to Our Sure4G Network using Your SIM Card. When disabled You can use Your SIM Card without entering a PIN. The PIN is disabled by default

“Service Delivery Date” means the date on which We make Service ready for use

“SIM Card” means the Subscriber Identity Module containing data (including Your identity), which has been supplied to You by Us

“SMS” means the Short Message Service also commonly known as ‘text messaging’. A chargeable unit is up to 160 characters long. If an SMS exceeds 160 characters, it will be charged in multiples of the unit charge.

2. Provision of Service

- 2.1 You must provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes in such information.
- 2.2 You must have a suitable Data Card or handset in order to access certain Services. Not all Data Cards or handsets are suitable for use on the LTE network.
- 2.3 You must have a compatible Laptop or similar compatible device in order to access certain LTE Services. Not all Laptops can support access to the LTE Service.
- 2.4 We will not accept any responsibility for failure to provide You with the Service if Your handset is not compatible with the LTE network, or any future technology required for a specific service, regardless of whether that handset was purchased directly from Us or from any other handset supplier.
- 2.5 We will be able to provide You with details of the technical requirements and specifications that Your handset will need in order for You to be able to use it with the Services.

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- 2.6 The Service is available within the operational areas of Diego Garcia.
- 2.7 We have no control of the Content or appearance of any Internet sites that You may choose to access using the data Services. You are free to access these sites but We accept no responsibility for their Content or quality of service.
- 2.8 We cannot guarantee the Service will be delivered inside a customer's accommodation or place of work or any other location when the mobile signal may be degraded due to the material construction of the building or the geographical location being such as to prevent a stable signal being delivered.

3. Use of Service

- 3.1 You have no right to sell or transfer the Service Number.
- 3.2 The Sure Acceptable Use Policy applies to the use of the data Service for access to the Internet. The Acceptable Use Policy is available on the Sure website at www.sure.io

4. Term of Service

The Service provided under this Agreement is controlled by You by the purchase and initialisation of eTop up, unless terminated under the provisions of paragraph 8. The operational features of the eTop up are listed in Our Price List.

5. Interconnection

- 5.1 If the Service requires Interconnection with Other Licensed Operators then We are only responsible and liable for the part of the Service under Our direct control.
- 5.2 We may suspend or terminate Service immediately, without notice, if any other part of the service is terminated or suspended.

6. Charges

- 6.1 Call charges will be calculated, except where We otherwise determine, using the details recorded at Our telephone exchange or provided to Us by another Licensed Operator.
- 6.2 The call duration shall be the duration of the establishment of the means of communication.
- 6.3 Mobile internet usage is charged in KiloBytes and is subject to minimum charging increments as published at www.sure.io

7. Payments

- 7.1 Payments to Us for all aspects of the Service are made in advance by Your purchase and Activation of eTop up. The conditions under which the eTop up operate are detailed in Our Price List.
- 7.2 If You purchase such items from a mobile Internet portal or other Internet site that is not run by Us then You will be charged by the third party that provides that service.

8. Termination/Suspension/Expiry of Service

- 8.1 We may terminate this Agreement by giving You at least one month's notice.
- 8.2 You may terminate this Agreement by contacting our Customer Services Centre.
- 8.3 In order to keep Your service active You must activate a data bundle, make a chargeable call or send a chargeable SMS at least once every 100 days. If you do not, Your account will expire and this Agreement will be Terminated and Your mobile number and any unused credit will be lost.
- 8.4 We may suspend the service or disconnect any SIM card from the network without warning if:
- a) the network breaks down or needs maintenance. We will make every effort to stop this happening;
 - b) You do not, or someone using Your SIM card does not keep to these conditions, or any other agreement with Us; or
 - c) You, or anyone who uses Your SIM card, damages the Telecommunications Network or puts it at risk, or abuses or threatens Our staff.

9. Mobile Phone Equipment

Your Mobile Phone Equipment must only be used with Our Service as directed under The British Indian Ocean Territory Communications Ordinance 2018 and in a way that meets all relevant standards and instructions applicable to You. If Your Mobile Phone Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

10. Restrictions on Use

- 10.1 We may from time to time give You instructions about the use of Service that We reasonably believe are in the interests of health, safety or quality of service to You or other customers and You will comply with

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- all such reasonable instructions.
- 10.2 The Service may only be used in accordance with The British Indian Ocean Territory Communications Ordinance 2018 and any instructions that We may notify to You.
- 10.3 The Service shall not be used:
- 10.3.1 for any communication that is grossly offensive or of an indecent, obscene or menacing character;
- 10.3.2 for the purpose of causing annoyance, inconvenience, grievance or needless anxiety to another by sending messages that are known to be false or of a persistent nature; or
- 10.3.3 in breach of instructions We have given under paragraph 10.1 or in breach of the Acceptable Use Policy.
- 10.4 We may give You immediate notice and suspend provision of the Service:
- 10.4.1 if it is used in a manner that materially harms the integrity, security or interoperability of the Telecommunications Network;
- 10.4.2 is used with equipment that is not approved for connection to the Telecommunications Network;
- 10.4.3 under the direction of a competent authority, if it is used in a manner, or in relation to, the commission of offences against the laws of the British Indian Ocean Territory; or
- 10.4.4 if it is used in a manner that breaches clause 10.3 above.

11. Security

- 11.1 You acknowledge that You are responsible for ensuring that no unauthorised access to the Service is obtained using Your account and that You are liable for all such activities conducted through Your Service whether authorised or not.
- 11.2 It is possible to enable PIN protection on Your SIM Card in order to restrict unauthorised access. If a PIN has been enabled, You, as the user of the Service, will:
- 11.2.1 keep Your PIN secure and not let it become public knowledge and ensure that Your PIN will not be stored anywhere in an unencrypted format;
- 11.2.2 provide true, accurate, current and complete information when registering and notify Us immediately of any changes or mistakes; and
- 11.2.3 if Your PIN becomes known to any unauthorised user You will inform Us immediately and change Your PIN as soon as possible.
- 11.3 You are responsible for the security and use of any password or PIN numbers used with the Service. You are advised not to save them in plain text format or use caching systems such as the password cache in Your web browser. We will not be held liable for any loss that You may suffer as a result of Your failure to comply with this clause.
- 11.4 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 over the air interface with Our systems are secure and encrypted, We have 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 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.

12. Liability

- 12.1 We are not responsible for the Content of any material made available and/or accessible by use of the Service.
- 12.2 We reserve the right to disclose Your name, telephone and/or facsimile number and/or email address to any duly authorised person making any legitimate complaint or enquiry in relation to the use of the Service.
- 12.3 If any information provided by You is untrue, inaccurate, not current or incomplete, We have the right to terminate Your Service and refuse any and all current or future use of the Service.
- 12.4 We do not undertake to provide any other services to You under these terms and conditions other than the provision of the pay as you go Services 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 terms and conditions.
- 12.5 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.
- 12.6 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

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- agree to offer all reasonable assistance to Us in defending such claims at Your sole expense.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 You acknowledge that by entering into any contract or other obligation with any third party through the Sure pay as you go Service, We will neither become a party to such arrangements nor assume any liability there under. You acknowledge that the use of the Internet 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 on the Internet.

13. Intellectual Property Rights

- 13.1 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 You use to access the Service is either owned by Us or has been licensed to Us by the rights owner(s) for use with the provision of the Service. You are only allowed to use the Service as set out in these Terms and Conditions.
- 13.2 The word or mark "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 Sure or one of the Sure Group companies or third parties. ALL RIGHTS RESERVED.

14. 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:

Assignment	Law	Law
Indemnity	Variation	Suspension
Force Majeure	Copyright	Disputes
Severability	Liability	Term and Entire Agreement
Confidentiality	Waiver	Intellectual Property

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SECTION 2 – Service Schedule

Sure Service Level Schedule defines the standard level of Fault response and provision target times for the Sure4G pay as you go Mobile Telephony Services within Diego Garcia.

Provision of Service – Sure4G

Sure4G	Immediately upon purchase of a Sure4G SIM and Sure4G credit
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We will provide You with the Service on the terms and conditions as stated.

Requests made to us relating to the provision of Service must be made in writing to:
Sure (Diego Garcia) Limited, PSC 466 Box 59, FPO AP 96595-0059, Or call +246 370 9000

Fault Support – Sure4G

Fault Support	Via Our Customer Care Centre on +246 370 9000 24 hours a day.
Fault Cover	Normal Working Hours 0800 – 1700 hours Monday to Friday. Excluding Public/Bank Holidays
Fault Response	Within 8 hours of receipt of Fault report – in Normal Working Hours only.
Clear	Sure4G network Faults - Resumption of service by the end of the next working day.

You may report Faults to Us at any time by dialing Our Customer Care Centre on +246 370 9000. Where a resolution cannot be made at the time of reporting then We will ask You to provide Us with a contact telephone number to enable progress on Fault clearance to be made.

We will:

1. provide advice by telephone
2. carry out tests and diagnostics on the service when possible
3. work to resolve the Fault within the agreed time period as stated in the schedule

If We respond and work on a reported Fault and it is subsequently found not to be a Fault with Our service then a charge will be made based on the applicable rate defined in the Price List for the Service.

Attention to Faults outside of the stated time will be charged at the Sure applicable rate defined in the Price List for the service.