1.0 INTERPRETATION & ADDITIONAL DEFINITIONS

1.1 Unless the context otherwise requires, terms and phrases defined in the General Terms & Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.

1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the General Terms & Conditions and the Services Order Form:

2.0 ADDITIONAL SERVICE INFORMATION

2.1 MT shall provide to those Customers contracting for Online SMS Access Service, a Uniform Resource Locator (URL) or website address, for access of service and a username and password. Any maintenance, upgrade, repair or replacement will (subject to paragraph 6) be carried out by MT. Access to other online SMS services provided by MT will be via a username and password basis or other such secure login as considered appropriate by MT, the application may or may not form an integral part of MT's website and may or may not require a separate URL

2.1 The Customer accepts that Online SMS Access (the "Services"):

(a) will not be available in all parts of the Isle of Man or in all other countries and may be restricted to certain areas within those countries.

(b) can be impaired by topographical, atmospheric or other conditions or circumstances beyond MT's control.

2.2 Fees shall be calculated by reference to the Price List and MT's record of SMS sent by the Customer and charging will occur when an SMS is delivered.

2.3 Where the Services are restored after temporary suspension (except suspension at the Customer's request) under any provision of the Order Form, no re-connection charge shall be payable if the Services are restored without alteration to the means of provision of the Services.

2.4 The Customer shall be required to pay MT a re -connection charge if the Service was temporarily suspended due to non-payment by the Customer and MT is satisfied that the sum in question was not received within a reasonable time after demand for payment because of some wrongful act, neglect or default of MT.

3.0 ADDITIONAL RESPONSIBILITIES

Online SMS Access Service including, where appropriate, any such online SMS service or services provided by MT

3.1 MT shall protect client information using the same standard of care that it applies to safeguard its own confidential information and that the information shall be stored in such a way as to prevent any unauthorised disclosure thereof. MT will not disclose or use any information submitted by clients to the website for any purpose other than that for which the client is using the service for.

3.2 Online SMS Access Service users must comply with all applicable laws, regulations and network operator requirements. Acquisition of mobile numbers must comply with the Data Protection Act 2002 and include an option for end customer to unsubscribe. Any complaint from a customer or other network operator would be regarded in a very serious light and the responsible Online SMS Access Service user could be suspended without a refund of rental.

Online SMS Access Service users are therefore advised to include their own contact details in their contracts and messages to ensure that complaints are directed at them and not at the network operator. MT may remove numbers from its database should complaints be received.

3.3 To protect the integrity of the system, Online SMS Access Service users may not send unlawful, obscene, abusive, harassing or threatening messages. Spamming (unsolicited marketing) is not allowed. Messages sent are stored and can be audited at any time. Users indemnify MT against any losses suffered in the event that they don't comply with the above.

3.4 MT will do its best to ensure successful delivery of all messages. Successful delivery depends on additional parties such as ISP's, telcos and network operators, hence Online SMS Access Service cannot guarantee delivery.

3.5 The Customer remains liable for any charges incurred as a result of unauthorised use of the Service, until the Service has been suspended by MT as a result of notification by the user. On receipt of telephone notification, MT will suspend Service as soon as reasonably practicable.

3.6 The Customer shall not use, or permit any other person to use, the Service;

a) for an unlawful purpose or for sending to any person any message or communication which is offensive or abusive or of an indecent, obscene or menacing
b) for the persistent sending of SMS without a reasonable cause or sending SMS for the purpose of causing annoyance, inconvenience, or needless anxiety to any person; or
c) otherwise than according to instructions given by MT from time to time in accordance with MT's Use Policy which is detailed in Schedule 2 of MT's General Terms and Conditions.

3.7 If, as a result of use of the Services in contravention of this paragraph 3 MT treats such use as a breach of Clause 25.3 of MT's General Terms and Conditions by the Customer and exercises its rights under Clause 25 of MT's General Terms and Conditions accordingly, MT may refuse to restore the Service until such assurance as it deems sufficient is received that there will be no further such contravention.

3.8 The Customers must promptly advise MT, but in any event within 7 days, in writing of any change of address or bank details.

4.0 CHARGES

4.1 Charges for Service shall be calculated by reference to MT's Price List that applies from time to time. SMS charges shall be calculated by reference to the details of the SMS recorded by or on behalf of MT. Charging will occur when an SMS is delivered.

4.2 The aggregate amounts of applicable charges for all SMS of any class or combination of classes may be included as a single item in the Customer's bill.

4.3 The Customer shall pay the following charges where they are applicable to the Service provided by MT:

a) all connection charges, initial charges and single payment charges;
b) all charges for SMS, including charges for services and facilities in relation to those SMS made by means of the Service, or obtained by the use of any name, code or number allocated by MT to the Customer;
c) all applicable charges for service and facilities rendered at the request of the Customer, of a person using the Customer's Online SMS Service or any name, code or number allocated by MT to the Customer or of any other person appearing to MT to be acting on his behalf.