

SERVICES DESCRIPTION – PAY AS YOU GO MOBILE SERVICES

1. 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:

Definitions

“Agreement” is the agreement between you and us for the Pay As You Go GSM services to which these conditions will apply;

“Calls” means calls made within the Isle of Man and whilst roaming on networks with which MT has a roaming agreement for prepaid mobile service to all destinations either on or off the Isle of Man;

“Charges” are the charges for the Pay As You Go GSM services you use and these are shown in the MT Price List, as updated from time to time. Copies of relevant charges are also available from MT’s main office;

“Credits” means the monetary amount we credit to your account either by you buying a “Pay As You Go voucher” and registering it with us as described on the “Pay As You Go voucher” or in the Pay As You Go network guide, or by contacting us and crediting your account with a debit card/credit card as described in the Pay As You Go network guide;

“Equipment” or **“Handset”** means any mobile phone or other equipment and a SIM card where the context requires approved for connection to the network which is used to give you access to the GSM services;

“GSM” means Global System for Mobile, sometimes referred to as 2G. This is the technical name for the digital mobile network;

“GPRS” is the General Packet Radio Service for the transmission and receipt of data.

“3G” means the third generation of mobile services for the transmission of voice and data service for use with applicable 3G mobile devices;

“HSPA” means the enhanced 3G data services using High Speed Packet Access;

“Mobile Service” means mobile service provided through the public switched telephone network and cellular radio system and includes, where the context requires or admits, any service or facility comprised in such service;

“MT” means Manx Telecom Limited;

“MT’s main office” means Manx Telecom Limited, HQ, Isle of Man Business Park, Cooil Road, Braddan, Isle of Man, IM99 1HX;

“Network” is the MT Digital GSM Network;

“Pay As You Go Account” is the MT Pay As You Go account in which we record all your credit and charges;

“Pay As You Go GSM service,” “GSM services,” “GPRS service,” “3G service” and “HSPA service” means the ability to make calls or send or receive data over the network using prepaid credit and includes any other GSM services which we provide as part of the Pay As You Go GSM service; **“Pay As You Go Network Guide”** is the booklet that explains the Pay As You Go GSM service. It also explains how credit operates and provides other relevant information; **“Pay As You Go Voucher”** is one method by which you can credit your Pay As You Go Account; **“PIN”** means the Personal Identity Number. This number is used to provide extra security for your mobile phone; **“PUK”** means Personal Unblocking Key. This number is used to release your PIN if an incorrect PIN is entered in excess of three times; **“Recharge”** is the means by which credit is put into your Pay As You Go account; **“SIM Card”** means the MT Subscriber Identity Module issued to you by MT for use with the network; **“Voice Messaging Service”** (VMS) means MT’s voice message processing service (marketed as “Voicemail”) and includes, where the context requires or admits, any service or facility comprised in such service; **“we” “us” and “our”** means Manx Telecom Limited; **“you” and “your account”** is you the customer.

2. Provision of and Use of the Pay As You Go mobile service

- 2.1. Our Pay As You Go mobile service is radio-based and as a result there are natural limitations to its quality and coverage. Whilst every effort is made to minimize these limitations, and to ensure that our Pay As you Go mobile service is available to you at all times, we are not liable for any failure, delay, interruption, suspension, or restriction of our Pay As You Go mobile service or for a call being cut off for any reason, in particular for reasons beyond our control.
- 2.2. You will only be able to make and receive calls when you are in an area covered by our network, or a network of one of our Pay As You Go Mobile roaming partners.
- 2.3. Our price list which is available online at www.manxtelecom.com provides further information regarding the current Pay as You Go Mobile Service call rates.

3. Your Pay As You Go account

- 3.1 To use our Pay As You Go Mobile Service means that you purchase Pay As You Go Vouchers enabling you to make calls, send SMS text messages and send and receive data. You will need to make one chargeable event, e.g. make an outgoing call, send a text message every 180 days to keep your Pay As You Go Account active. All vouchers have an expiry date. The expiry date is shown on the voucher and it must be used before the stated expiry date. Failure to do so will result in an invalid voucher and the credit will be lost. MT or its Agents will not refund monies for expired vouchers.
- 3.2. Charges for Mobile Service shall be calculated by reference to MT’s Price List that applies from time to time. Call charges shall be calculated by reference to the details of the calls recorded by

or on behalf of MT. The duration of the call shall commence when the call is answered or when a recorded service is accessed. Data charges shall be calculated by reference to the details of all data transmitted or received by the Customer and will include any resent data, recorded by MT. The amount of data will include such data that is added to control the flow of data across the Mobile Service network. MT measure and charge per byte from a defined point within their GPRS network, bytes measured at this point will be deemed the definitive amount of data that a customer will be charged. Certain conditions may mean the data measured on the customer's handset may vary from that charged, these conditions include, but are not limited to, the type of handset used, retries between the customer's handset and the MT GPRS network and retries between the GPRS network and the global Internet.

- 3.3 As you make calls, charges are incurred and they will be deducted from amounts credited to your Pay As You Go Account. When all credit has been used up you will no longer be able to use the Pay As You Go GSM service to make outgoing calls, send messages or use data services, e.g. internet, until you top-up your Pay As You Go Account either using another Pay As You Go voucher or your debit/credit card. You will be able to receive incoming calls and messages where no termination charges apply for a period of 180 days from the date of your last chargeable call. Incoming calls whilst away from the Isle of Man are not allowed when you have no credit as inbound calls while roaming are chargeable unless otherwise stated by MT.

You hereby irrevocably authorise us to debit all relevant charges from your Pay As You Go Account as incurred.

- 3.4 Once your Pay As You Go Account has been credited you may receive calls on the Pay As You Go GSM service for a period of 180 days from the date of your last chargeable call. You may make calls until your credit is used up. To ensure continuous GSM Pay As You Go service, you must make an outgoing call every 180 days and maintain your account in credit. If you top-up before your credit expires, any unused credit from your previous top-up will be carried forward.

- 3.5 When you make a call the Pay As You Go system will: notify you when your balance is running low. At any stage you can dial **1243** to find out what credit stands in your Pay As You Go Account and the date your Pay As You Go Account will remain active on the network.

- 3.6 If you do not make a chargeable call with your Pay As You Go GSM service within the period your account is active on the network, your Pay As You Go GSM service will move to an inactive state. The following actions will automatically occur:

3.6.1 Your Pay As You Go GSM service will become inactive;

3.6.2 you will not be able to use the GSM service to make or receive calls (except to make calls to the emergency services and the Pay As You Go recharge number on 154). This period of inactive state will continue for a maximum of 90 days. You can reactivate your account at any time during this 90 day period and any unused credit from your previous top-up will be carried forward; the minimum amount that you can top up with is £5.00. Or if you wish to surrender your SIM card and SIM certificate you may redeem any remaining credit within this 90 day inactive period; and

- 3.6.3 if you do not reactivate your account during this 90 day period, your Pay As You Go Account will become retired from the network and any remaining credit will be lost. In such circumstances, MT has no liability or obligation to pay or refund you the cost of the handset or SIM pack.
- 3.7 Calls (except calls to certain fixed fee services and to directory enquiries and international directory enquiries numbers), are charged at 30 second increments. There is a minimum charge of 60 seconds. There will be no compensation for disrupted calls.
- 3.8 The cost of the calls is as set out in the MT Price List, and the tariff guide supplied with your mobile phone. When MT makes a change to the charges payable MT will publish details (including the operative date) in MT's Price List as soon as possible and in any event not less than 14 days before the change is due to take effect.
- 3.9 All published charges for Pay As You Go GSM service are inclusive of value added tax (VAT), at the rate applicable at the time of publication.
- 3.10 If you make a call and your credit is used up while you are making the call, the call will be terminated. If a call is attempted for which there is insufficient credit in your Pay As You Go Account for a minimum duration call (60 seconds), then such a call will not be allowed. To use data services, e.g. web browsing; while on-net you must have a minimum of 2MB free data available or a credit balance in your Pay As You Go account equivalent in value to 2MB. Whilst roaming you must maintain a minimum credit balance in your Pay As You Go account equivalent in value to 2MB at the data rate for the network you are utilizing.
- 3.11 Your mobile phone and any MT Pay As You Go vouchers issued are your property and you are responsible for any loss or damage to them. You are responsible for the use of your mobile phone and any PIN/PUK codes issued with it and for the costs of any of the GSM services obtained through its use. You are liable for all charges which are or become payable in respect of your Pay As You Go Account, whether the Pay As You Go Account is used by you or by any third party.
- 3.12 If your mobile phone is lost or stolen, it is your responsibility to report it to the Police. We are unable to place a call bar on the mobile number. We will be happy to assist the Police with any relevant enquiries. If your phone is lost or stolen, you will also lose the mobile number to which the phone was attached. We strongly advise that you take out insurance to cover any loss, damage or theft.
- 3.13 Periodic or itemised statements of account are not available with the Pay As You Go service.
- 3.14 Your credit is not transferable to third party accounts.

- 3.15 The CLI (Caller Line Identity) of your phone (your mobile number) will always be released when you make an outgoing call unless you withhold it by dialling 141 before the number you are dialling.
- 3.16 If you wish to transfer to an MT pay monthly mobile tariff you will need to complete a contract for such service. To be eligible you must be aged 18 years or over at the time of your application. Any credit in your Pay As You Go Account can be transferred and will be shown on your first bill. You will be advised the amount that will be transferred.
- 3.17 Ceasing Pay As You Go service. You may cease your Pay As You Go service and recover any credit in your Pay As You Go Account. To do this you will need to send the SIM card and SIM certificate to Pay As You Go Mobile Sales at MT's main office. Include your name and address and we will refund your Pay As You Go credit within 5 working days. MT has no liability or obligation to pay or refund you the cost of the handset or SIM pack.

4. Your MT Pay As You Go Handset and SIM Card

- 4.1. If you purchased a handset from MT, our Terms and Conditions for Equipment Sale will apply to that purchase in conjunction with these terms.
- 4.2 A SIM Card will be provided with your handset. It may have been inserted into the phone you are using. You must not interfere with this card for any reason. If the SIM card is damaged (through no fault of MT) you will be required to pay for any replacement, exchange or repair of the SIM card. If you require a replacement SIM card you must write to MT, quoting your name, address, contact telephone number, mobile number, PUK code (as printed on your SIM Card Certificate), day of activation of Pay As You Go GSM service and/or proof of purchase, and any other relevant information that may be required by MT. A SIM card replacement will cost £20.00 (including VAT), and must be paid for in advance to MT;
- 4.3 To prevent unauthorised use of your mobile phone, your SIM card will become blocked if the PIN code is incorrectly entered 3 times. If the SIM card is blocked, you will be unable to use your phone in any way. In order to unblock the SIM card, you must enter your PUK code (Personal Unblocking Key). This PUK code is printed on your SIM card certificate.
- 4.4. In the event you have blocked your phone and you have lost your SIM Card Certificate, you must visit one of our shops with photo ID. Once we have verified your identity and asked you questions about your account we will provide you with your PUK code.
- 4.5 If you, or any third party, have incorrectly entered your pin code more than 13 times in total, the SIM card will be permanently blocked and you will need a new SIM card. Please visit one of our shops and bring your SIM Card Certificate with you. If you have lost your SIM Card Certificate please bring photo ID. Once we have verified your identity and asked you questions about your account we will provide you with a replacement SIM card.

5. Your Right To Change Your Mind

IMPORTANT – this paragraph deals with your right to change your mind

- 5.1 If you purchase a mobile phone and/or SIM card from us, then within 14 days of your purchase ("the Trial Period") you may return your mobile phone and/or your SIM card to us to obtain a refund of the price paid, provided that the mobile phone and SIM card is undamaged, in good working order, in the original packaging and complete with all original parts and you have proof of purchase. If you follow our returns procedure (Contact MT Customer Service to arrange this or see www.manxtelecom.com if you ordered your mobile phone and SIM card via the online shop), then we will bear the cost of returning the mobile phone and SIM card to us. If you do not follow our returns procedure you will bear the cost.
- 5.2 Provided that you have complied with our terms and conditions, we will refund to you the money equivalent of all credits left unused on your SIM card (excluding any free call time which you received) within 28 days of your returning your Mobile Phone and SIM card to us.

6. Voice Messaging Services

- 6.1 If you request, we will provide voice messaging service (voicemail) access to any service or facility comprised in such a service. For reasons of system capacity, the voice messaging service is limited to a maximum amount of call storage time. We reserve the right to make increased charges should such a maximum be reached or to suspend or terminate Service to you.

7. General

- 7.1 Any difficulties you may have in relation to our Pay As You Go Mobile Services should be addressed to our Pay as You Go customer services centre on 624624. (+44(0)1624 624624) when off the Isle of Man.
- 7.2 Emergency Service: The use of a mobile phone to telephone 999 or 112 service is **not guaranteed** and must not be relied upon as an alternative to emergency calls via the fixed telephone network or the established marine emergency procedures.
- 7.3 We reserve the right to refuse any request for information where we are unable to verify that the caller is the user of the Pay As You Go account.
- 7.4 Use of mobile telephones **is not** permitted on commercial aircraft as they cause interference to other communications and the Customer agrees to comply with all national and local laws in using equipment in relation to this Contract. Some types of electronic equipment may also be temporarily affected by digital transmissions.
- 7.5 Nothing contained in the terms and conditions of sale of the Pay As You Go GSM service (including the Pay As You Go GSM packs and/or GSM Pay As You Go voucher) will be constituted as vesting in or transferring to you any right, title or interest in the software, the Pay

As You Go mobile phone number or the number contained on any GSM Pay As You Go vouchers.

- 7.6 If you wish to transfer your number to another Service Provider then this Contract will be terminated. We will provide reasonable assistance to you in respect of the transfer of your service in accordance with the Isle of Man operator's Mobile Number Portability Code of Practice.
- 7.7 We reserve the right to levy a connection fee for any reconnection to the network where your access to the Mobile services has been interrupted or suspended in circumstances envisaged in Clause 36 of our Standard Terms and Conditions. In such event, we reserve the right to refuse to reconnect you to the network unless you furnish security or agree to adhere to the terms and conditions of the Pay As You Go Mobile service
- 7.8 Any person to whom your Pay As You Go mobile number and Pay As You Go account are transferred will be required to comply with these provisions of this services attachment and our terms and conditions, copies of which are available online at www.manxtelecom.com.

**Attachment One
to Services Description for
Pay As You Go Mobile Services**

The following conditions are in addition to, and should be read in conjunction with, our **General Terms and Conditions and Service Description for Manx Telecom Pay As You Go Mobile Service**.

1. Free Texts

- 1.1 Free texts only apply when sending to other Manx Telecom mobiles. When available, they will be used first at anytime. If no free texts are available in an account normal charging will apply. Free texts cannot be used while roaming, normal charges apply.
- 1.2 Free texts are valid for 31 days after this time any unused texts will be lost.
- 1.3 If you top-up within the 31 day period, any unused texts will be added to the new free texts allowance and the 31 day period will start again from that point, i.e. free texts roll-over, up to a maximum of 9999 texts.
- 1.4 You can check how many texts are in your account by entering *#143# on your mobile.

2. Free Data

- 2.1 Free data will only apply on-net, i.e. when connected to Manx Telecom network. When available, free data will be used first at anytime. If no free data is available in an account normal data charging will apply, you will need to maintain a credit value in your account equivalent in value to 2MB. Free data cannot be used while roaming, data roaming charges according to roamed zone will apply, you will need to maintain a credit value in your account equivalent in value to 2MB at the data rate for the network you are utilizing.
- 2.2 Free data is valid for 31 days after this time any unused data will be lost.
- 2.3 If you top-up within the 31 day period any unused data in your account will be re-set to zero and only the new free allowance applied according to the value of your top-up, i.e. there is no roll over of data.

3. Picture Messaging Charges

- 3.1 Picture messaging will incur an event charge, please refer to our Price List or website for current charges plus the relevant data charge for the amount of data comprising the message. When on-net the data will be decremented from the free data allowance if available in your account.