



Terms and Conditions for Manx Telecom Pay Monthly Mobile Service

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1. Definitions

1.1 In this Contract:

“AIT” or “Artificial Inflation of Traffic” means any situation where calls or texts are:

(a) made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such entity; and

(b) result in a calling or texting pattern which is disproportionate to the overall amount, duration and/or extent of calls or texts which would be expected from:-

- i. a good faith usage; or
- ii. an acceptable and reasonable personal/commercial practice relating to the operation of Telecommunications Systems;

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

“BlackBerry Handheld” means a specific device the principle purpose of the design of which is for use with the BlackBerry Service or any other device on which the BlackBerry software is installed for the purpose of using the BlackBerry Service;

“BlackBerry Internet Mail and BlackBerry Internet Solution” mean the use of the BlackBerry Service in conjunction with compatible Internet based e-mail accounts;

“BlackBerry Service” means the wireless service which enables the Customer to send and receive e-mails using a BlackBerry Handheld and in addition to use the BlackBerry Voice Service and / or the BlackBerry Internet Solution;

“BlackBerry Voice Service” means the service which enables voice calls to be made and / or received on their BlackBerry Handheld;

“Cellphone” means a telephone or mobile device and a SIM card where the context so requires;

“Charges” means the charges for each of the Services as set out in MT's Price List;

“Contract” means the Customer Contract form signed by the Customer and MT, or where Service is ordered or renewed online through MT website, incorporates these terms and conditions;

“Customer” means a person at whose application MT agrees to provide the Service under this Contract and by whom the charges are accordingly payable;

“Data only” means the data only tariff as shown in the table at paragraph 3.2

“GPRS” means the General Packet Radio Service for the transmission and receipt of data;

"GSM" means the digital cellular system known as Global System for Mobile Communications, sometimes referred to as 2G;

"HSDPA" means the enhanced 3G data services using High Speed Downlink Packet Access;

"Minimum Period of Service" is as defined in sub paragraph 3.2 and / or 3.3 and in detail in the Terms and Conditions for Manx Telecom Pay Monthly Mobile Service Schedule 1 and 2 documents (or such longer period as may be agreed in writing between the Customer and MT) beginning on the date on which Service is actually provided;

"Mobile Service," "Mobile Network" 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 Ltd;

"MT's Main Office" means Manx Telecom HQ, Cooil Road, Braddan, Isle of Man, IM99 1HX;

"MT's Price List" means the list of prices of MT's goods and services in force from time to time that can be inspected at MT's Main Office;

"Reconnection Charge" means MT's charge in force from time to time for reconnecting service if service has been disconnected for the non-payment of any charges.

"Service" means Mobile Service, Data Service, Voice Messaging Service and any other such service or services introduced from time to time by MT as indicated on the Customer Contract form and "Services" means two or more such services;

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

"Flex," "iPhone Flex," "Simple" and "iPhone Simple" mean monthly tariff plans as defined within clause 3.2 and in detail in the Terms and Conditions for Manx Telecom Pay Monthly Mobile Service Schedule 1 document;

"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;

1.2 All definitions, notes, terms and conditions which are either set out in MT's Price List published in accordance with paragraph 5 of this Contract or referred to in any part of this Contract shall be incorporated by reference into this Contract. Copies can be inspected at MT's Main Office.

2. Provision of Service

Mobile Service

2.1 MT shall provide to those Customers contracting for the Service, a SIM Card suitable for the Service, access, where appropriate to the Service provided, to the GSM network including GPRS, 3G and HSDPA Services, subject to the suitability of the Customer's equipment to receive such Services. Access to mobile data services is provided by default at commencement of the service. This means that when the relevant settings are placed in your mobile handset, full access to the Internet is possible. If you would like this facility permanently removed please contact MT on 624624. Any maintenance, upgrade, repair or replacement will (subject to paragraph 6) be carried out by MT.

2.2 The Customer accepts that Service may not always be available during periods of suspension (e.g. following notification by MT under sub-paragraph 2.10) or whilst MT arranges for maintenance, upgrade, repair or replacement of the SIM Card or of their Cellphone.

2.3 The Customer accepts that coverage of the cellular network is not available in all parts of the Isle of Man or in all other countries and may be restricted to certain areas within those countries with access to the cellular network. The customer further accepts that the coverage provided by the GPRS, 3G and HSDPA services may differ from the 2G cellular service.

Voice Messaging Service

2.4 MT shall provide to those Customers who request the Voice Messaging Service 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. MT reserves the right to

make charges should such a maximum be reached or to suspend or terminate Service under paragraph 7.1 (i).

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- 2.5 Service shall comprise such services and facilities, provided at such times, during such periods, in such circumstances and by such means, as MT from time to time considers appropriate.
- 2.6 If Service is to be provided by a date specified by the Customer or by MT, such date shall be treated as an estimate only and MT shall not be liable for failure to meet such a date.
- 2.7 Service is not fault free and the Customer shall be entitled only to the quality of Service provided by MT from time to time for its Customers generally.
- 2.8 MT may interrupt or suspend Service at any time in order to improve, modify or repair the Service but will use all reasonable endeavours to disrupt Service as little as possible and to notify Customers of known pending interruptions.
- 2.9 Service can be impaired by topographical, atmospheric or other conditions or circumstances beyond MT's control and the Customer will accept any consequent impairment of the quality or availability of Service.
- 2.10 MT reserves the right to apply a financial limit for call and data Charges incurred by the Customer and to suspend access to the Service, in whole or part if this limit is exceeded.
- 2.11 The Customer is solely responsible for the equipment provided on loan or rental by MT including insurance for that equipment and shall remain liable for all Charges, including during any period of damage, theft or loss etc., in respect of the equipment.

3. Duration of Contract and Minimum Period of Service

- 3.1 After the expiry of the Minimum Period of Service, this Contract will continue until it is terminated in accordance with paragraph 7.
- 3.2 MT provides several pay monthly mobile Services. These Services and their Minimum Period of Service are as shown in the table in the Terms and Conditions for Manx Telecom Pay Monthly Mobile Service Schedule 1 and 2 documents:
- 3.3 MT provides several BlackBerry Service options. These Services and their Minimum Period of Service are shown in the table in the Terms and Conditions for Manx Telecom Pay Monthly Mobile Service Schedule 1 and 2 documents.

4. General Powers of MT

- 4.1 MT reserves the right:
- a to alter the name or number or the Customer's Cellphone, or other name, code or number whatsoever allocated by MT from time to time for use in connection with Service;
 - b in an emergency, temporarily to suspend Service to the Customer wholly or in part for the purpose of the provision of temporary emergency telecommunication services; and
 - c to give such instructions concerning the use of Service as MT decides from time to time in the interests of safety, quality of service, to the Customers of the Service as a whole and the Customer agrees to comply with such instructions.

- 4.2 MT shall take such steps, as it considers appropriate to bring the instructions referred to in sub-paragraph 4.1 (c) to the notice of the Customer.

5. Charges for Service and switching between Service

- 5.1 Charges for 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, or on behalf of MT. The amount of data will include such data that is added to control the flow of data across the Mobile Service network.

- 5.1.1 Where tariffs include inclusive allowances which apply to certain calls, texts, data or messages ("Inclusive Allowances") up to a monthly limit, unused inclusive allowances can be carried forward for one month only unless expressly stated to the contrary by us. In this context "monthly" or "month" means your monthly billing period, which may not equate to a calendar month. Generally, calls, data and messaging will be set against applicable inclusive allowances in the order in which they are recorded by us. Certain types of calls, such as Roaming calls may take longer to be billed.

- 5.1.2 MT from time to time may vary Charges for the Service or include certain allowances. Where variations or allowances occur these are detailed in MT's **Terms and Conditions for Manx Telecom Pay Monthly Mobile Service Schedule 1** document and apply where appropriate to the Service provided.

- 5.1.3 Transfers between Services are possible in certain circumstances:

- a) From obsolete SIM only tariffs to Simple or subsidised handset tariffs at any time regardless of current contract term.
- b) From subsidised handset tariffs to any Simple tariff or new subsidised handset tariff where the minimum term of the current contract has elapsed. Standard contract minimum terms will apply from the point that the new subsidised handset tariff takes effect.
- c) From a currently available subsidised handset tariff to a higher value subsidised handset tariff where the minimum term of the current contract has not elapsed. Where such a request is received no further handset subsidy will be provided.
- d) From a Simple tariff to any subsidised handset tariff at any time. Standard contract minimum terms will apply from the point that the new subsidised handset tariff takes effect.

- 5.1.4 Transfers between Services are not possible from:

- a) a currently available or obsolete subsidised handset tariff to a lower value currently available subsidised handset tariff or Simple tariff where the minimum term of the current contract has not elapsed.
- b) an obsolete subsidised handset tariff to a currently available Simple or currently available subsidised handset tariff where the minimum term of the current contract has not elapsed.

- 5.2 The aggregate amounts of applicable Charges for all calls of any class or combination of classes including transmission and receipt of data may be included as a single item in the Customer's bill.

- 5.3 The Customer shall pay the following Charges where they are applicable to the Service provided by MT, provided that such Charges are raised within a period of 4 months of the chargeable event taking place, where a Customer is billed monthly; or, on the next bill where the customer is billed quarterly or less frequently, and the information is not to hand at the time of the bill being

produced, except where a previous agreement has been reached with the Customer, or with the express consent of the Communications Commission in writing:

- a all connection Charges, rental Charges, initial Charges and single payment Charges;
 - b all Charges for calls and where applicable, attempted calls, including Charges for services and facilities in relation to those calls, made by means of the Customer's Cellphone, or obtained by the use of any name, code or number allocated by MT to the Customer;
 - c all data sent or received by means of the Customer's Cellphone, or obtained by the use of any name, code or number allocated by MT to the Customer.
 - d all applicable Charges for Service and facilities rendered at the request of the Customer, of a person using the Customer's Cellphone 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.
- 5.4 The Customer must pay all Charges and rental within 14 days of receipt of the bill. In the event any Charges are not paid by the due date, interest shall accrue on a daily basis at the annual rate of 4% plus the annual base lending rate of Barclays Bank from time to time in force, calculated from the date payment was due until the date of actual payment.
- 5.5 All Charges of whatever nature shall be such as MT shall determine from time to time and MT may alter any Charges in accordance with sub-paragraph 5.6.
- 5.6 When MT makes a change to the Charges 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.
- 5.7 Unless otherwise stated in MT's Price List, all Charges are exclusive of value added tax, an amount for which, where applicable, will be added to the Customer's bill.
- 5.8 MT may, from time to time, either before or after providing Service, require payment within such time as MT may direct, of a deposit or such amount as MT thinks fit, by way of security for the payment of any Charges payable or to become payable by the Customer. It may retain the deposit until the discharge of all liability for Charges incurred and may from time to time appropriate a deposit or any part of it in or towards payment of any such Charges which the Customer is liable to pay.
- 5.9 In addition to, or instead of, requiring the Customer to pay a deposit, MT may require payment in advance before Service is provided of an amount not exceeding the Charges for twelve months' Service and the connection Charge for the Service. The amount paid in advance shall be allowed to the Customer against Charges that subsequently become due.
- 5.10 MT will add to a deposit or part of a deposit which is re-paid an amount equal to interest on such a deposit at the rate published in MT's Main Office for the period in question.
- 5.11 In any proceedings between MT and the Customer a certificate from MT that a specified sum is due to MT from the Customer for Service provided under this Contract, shall, in the absence of manifest error, be conclusive evidence of that fact.
- 5.12 MT reserves the right to suspend or terminate the Service forthwith in the event that the Customer fails to make payment of any monies on any account by the due date.
- 5.13 We may require you to pay your Charges by direct debit and/or e-billing (where you are sent a bill electronically and a paper bill is not produced). An additional charge may apply if you pay by another method.

6. Customer's Responsibilities

Mobile Service

- 6.1 The Customer shall not place or use anything in such a way or position in relation to the cellphone wireless telegraphy link that is capable of transmitting or receiving any message or communication to or from the cellular radio exchange nor allow any other person so to do except in accordance with the appropriate terms and conditions for attachment of Customers' equipment to MT telecommunications systems.
- 6.2 The Customer accepts that the correct position for a cellular car aerial is the centre of the roof, or the top centre of the front or rear windscreen and acknowledges that the performance of an in-car Cellphone may be impaired if the aerial is sited in any other position. The Customer further agrees that the use of a mobile device in a car or other road vehicle is subject to all laws that are in force that govern such use and must not use a device in such a way that will be in contravention of those laws.
- 6.3 The Customer shall use the number allocated by MT for their Cellphone, only on equipment approved for connection to the network, and shall not use the number on any other piece of equipment.
- 6.4 The Customer must use the SIM Card in accordance with the information contained in the user guide or other instructions issued by MT from time to time.
- 6.5 The Customer agrees:
- a to take adequate precautions to prevent damage to or theft of the SIM Card and report promptly any such occurrence to MT;
 - b at MT's request, to return the SIM Card for maintenance, upgrade, repair or replacement;
 - c that the SIM Card supplied shall at all times remain the property of MT and;
 - d to inform MT immediately by telephone to the MT Mobile help desk number, or as advised by MT from time to time, if the SIM Card is lost, stolen or likely to be used in an unauthorised manner.
- 6.6 If the SIM Card is lost, stolen, damaged or destroyed MT reserves the right to bill the Customer for the Charges specified in MT's Price List.
- 6.7 The Customer remains liable for any Charges incurred as a result of unauthorised use of the SIM Card or the information contained within the SIM Card, until Service to the SIM Card has been suspended by MT as a result of notification under sub-paragraph 6.5(d). On receipt of telephone notification, MT will suspend Service as soon as reasonably practicable.

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- 6.8 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 character;
 - b for the persistent making of calls without a reasonable cause or to create AIT, or for the making of calls 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 sub-paragraph 4.1 (c).
- 6.9 If, as a result of use of the Service in contravention of sub-paragraph 6.8 MT treats such use as a breach of sub-paragraph 7.1 by the Customer and exercises its rights under paragraph 7 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.
- 6.10 The Customer must promptly advise MT, but in any event within 7 days, in writing of any change of address or bank details.
- 7. Termination**
- 7.1 If the Customer:
- a fails to pay when due any sum payable under this Contract, including any sum required by way of deposit;
 - b is the subject of a bankruptcy order or commits an act of bankruptcy or is declared bankrupt or becomes in the opinion of MT insolvent or makes any composition or arrangement with or assignment for the benefit of creditors or suffers execution, distress or any form of seizure to be levied or effected on or against the Customer's premises, assets or effects or being a Company goes into liquidation whether voluntary or compulsory, or has a receiver or Administrator appointed over any of its assets or has a petition presented a resolution passed for its winding up or for the appointment of a receiver or administrator or anything analogous to any of the same occurs in any jurisdiction; or
 - c fails to observe or perform any of the provisions of this Contract or provides inadequate or misleading information to MT; then, MT may (without prejudice to any other right or remedy)
 - (i) without notice, temporarily suspend Service without prejudice to the liability of the Customer to pay Charges for any period of suspension; or
 - (ii) summarily terminate this Contract by written notice to the Customer.
- 7.2 Where this Contract is terminated under sub-paragraph 7.1, the Customer shall pay in addition to other sums payable up to the date of termination, a sum equal to one month's Charges or to the Charges which would have been payable for the Service in respect of the period from that date to the end of the Minimum Period of Service at the rate in force at the date of termination, whichever is the greater, after due allowance to the Customer for the appropriate proportion of any sum paid in advance for a period ending after that date.
- 7.3 Where Service is restored after temporary suspension (except suspension at the Customer's request) under any provision of this Contract, no connection Charge shall be payable if the Service is restored without alteration to the means of provision of the Service but the Customer shall pay MT a reconnection Charge provided that MT may in its absolute discretion remit the Charges on restoration of the Service if the Service was temporarily suspended for the reasons stated in subparagraph 7.1 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.
- 7.4 If the Customer fails to comply with any provision of this Contract, liability shall nevertheless continue for all Charges due and to become due for the Service provided during any period of such failure.
- 7.5 Any waiver by MT of a breach by the Customer of any provision of this Contract shall be limited to the particular breach and shall not operate in any way in respect of any future breach by the

Customer and no delay on the part of MT to act upon a breach shall be deemed a waiver of that breach.

- 7.6 After the expiration of the Minimum Period of Service this contract or the provision of any Service, or facility under it may be terminated:
- a by MT by at least 14 days' written notice or 30 days' written notice where service is provided on a Simple Talk or Text, Simple Unlimited Minutes or Text tariff to the Customer and the liability of the Customer to pay for the Service shall cease on the expiration of the notice without prejudice to any accrued liability; or
 - b subject to sub-paragraphs 7.7, 7.8 and 7.9, by the Customer by at least 14 days' written notice or 30 days' written notice where service is provided on a Simple Talk or Text, Simple Unlimited Minutes or Text tariff to MT and the Customer's liability to pay for the Service shall cease on expiration of 14 days or 30 days where service is provided on a Simple Talk or Text tariff from the date on which MT receives the notice or on expiration of the notice period, whichever is the later without prejudice to any accrued liability of the Customer.
- 7.7 If this Contract is terminated and the Customer wishes to transfer their number to another service provider, MT will provide reasonable assistance to the Customer in respect of the transfer of the Customer's service in accordance with the Isle of Man operators' Mobile Number Portability Code of Practice.
- 7.8 If the Customer terminates this Contract or transfers to a lower monthly rental Contract during the Minimum Period of Service, the Charges for the Minimum Period of Service or the period ending on the effective date of termination, whichever is the later, become payable forthwith.
- 7.9 Termination shall be without prejudice to any accrued liability of the Customer. MT must repay or credit the Customer with the appropriate proportion of any Charges for any period ending after its liability to pay Charges ceases.
- 7.10 This paragraph shall not relieve the Customer from liability to pay accrued Charges for any period during which MT, after giving or receiving notice under sub-paragraph 7.1, continues at the request of the Customer to provide Service.
- 7.11 MT shall be entitled to levy a reasonable disconnection Charge in relation to any disconnection of the Service to the Customer.
- 7.12 Any reconnection subsequently made shall be at the sole discretion of MT.
- 8. Limitation of Liability**
- 8.1 For the avoidance of doubt, MT has no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise beyond that of a duty to exercise reasonable skill and care.
- 8.2 Subject to Clause 8.3 in any event MT has no liability whatever whether in contract, tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions of other providers of telecommunications services or for faults in or failures of the Service or SIM card.
- 8.3 MT does not exclude or restrict liability for death or personal injury resulting from its own negligence or from the breach of its obligation to exercise reasonable skill and care or liability arising by virtue of Part 1 of the Consumer Protection Act 1991.
- 8.4 Subject to Clause 8.3 in any event MT's liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with this Contract or howsoever otherwise shall be limited to £1,000,000 for any one incident or series of related incidents and £2,000,000 for any series of incidents related or unrelated in any period of 12 months.

- 8.5 In any event in no circumstances shall MT be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, revenue or anticipated savings or for any indirect or consequential loss, wasted expense, financial loss, data being lost or harmed or damage whatever.
- 8.6 Where the Customer does not take the Service in the course of a business (or hold himself out as doing so), this paragraph 8 does not affect the Customer's statutory rights.
- 8.7 Each provision of this paragraph 8 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.
- 8.8 The Customer shall forthwith on demand indemnify MT against all claims losses, liabilities, costs and damages that MT may incur that anyone other than the Customer threatens or makes against MT because of the way the Service is used or because the Service is faulty or cannot be used arising otherwise than by reason of default on the part of MT.

9. **Force Majeure**

MT is not liable for any breach of this Contract where the breach was caused by Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority, regulatory authority or other competent authority. MT's compliance with any statutory obligation or an obligation under a statute, international treaties and other international agreements, industrial disputes of any kind (whether or not involving MT's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom we are not responsible (including in particular other telecommunication service providers and foreign GSM, GPRS or 3G operators) or any other cause whether similar or dissimilar outside our reasonable control.

10. **Variation of Terms and Conditions, Entire Agreement, Assignment**

- 10.1 MT can from time to time change the Terms and Conditions of this Contract other than the Charges payable under it by a document referring expressly to this paragraph and signed by a duly authorised employee of MT. MT will publish details of any changes (including the operative date) in its main office as soon as possible and in any event not less than 2 weeks before any change is to take effect, except that if the change is made to a provision of this Contract limiting or excluding MT's liability for breaches of duty to the Customer (in contract or tort) MT will give the Customer not less than 2 weeks notice of the change. Subject thereto this contract, these Terms and Conditions and any document referred to herein constitute the entire agreement between us and shall not be varied save by agreement in writing.
- 10.2 You are not allowed to transfer or assign all or any of your rights and obligations under this Agreement to anyone else without our written permission. We may assign or sub-contract our rights and/or duties in whole or in part without your consent.

11. **Law and Arbitration**

- 11.1 This Contract shall be governed by Isle of Man law and the Customer hereby submits to the jurisdiction of the Isle of Man High Court.
- 11.2 Any dispute arising under this Contract which does not involve a complicated issue of law or a sum exceeding £5000 (or such sum as may be set from time to time by the Institute) may be referred to arbitration by either party under the procedures previously agreed between MT and the Chartered Institute of Arbitrators.

12. **General**

- 12.1 These terms and conditions shall apply to the Contract to the exclusion of any other oral or written statement or agreement whatever its legal character.
- 12.2 The Customer shall not, without the written consent of MT, assign, dispose of or part with the Service. MT may assign or sub-contract all or any of its rights and obligations hereunder to any third party without the consent of the Customer.
- 12.3 Any consent of MT referred to in this Contract shall be revocable at the discretion of MT.
- 12.4 Any notice to be served on either of the parties by the other under this Contract shall be in writing and delivered by hand or sent by telex or fax or by prepaid ordinary post to the addressee at the following address (or such other address as the addressee shall have for the time being notified to the party giving notice):
MT: Manx Telecom Limited, Manx Telecom HQ, Cooil Road, Braddan, Isle of Man, IM99 1HX;
The Customer:
The address stated in the Customer's Contract form as the Customer's address or if the Customer is a limited company, to its registered office.
- 12.5 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.
- 12.6 Emergency Service: The mobile 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.