



## SERVICES DESCRIPTION – PAY MONTHLY MOBILE SERVICE

### 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:

**“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;

**“4G” or “LTE”** mean the fourth generation or Long Term Evolution of mobile services for the transmission of data for use with applicable 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 a 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/Fees List;

**“Contract”** means MT's General Terms and Conditions, this Pay Monthly Mobile Services Description, and the Services and or Equipment Order 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 Services”** means the data services tariffs as shown in the relevant Pay Monthly Mobile Service Description Tariff Plan;

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“**EDGE**” means Exchanged Data rates for GSM Evolution for the transmission and receipt of data with applicable devices;

“**Fees**” shall mean Price List found on the Manx Telecom website at [www.manxtelecom.com](http://www.manxtelecom.com) or in the latest Mobile Brochure and in our store at Strand Street, Douglas

“**Flex**” and “**FlexTra**” mean monthly tariffs as shown in the relevant Pay Monthly Mobile Service Description Tariff Plan;

“**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;

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

“**Minimum Period or Minimum Period of Service**” is as defined in paragraph 6 below and in detail in the relevant Services Description for Pay Monthly Mobile Services Tariff Plan (or such longer period as may be agreed in writing between us), 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 Trading Ltd;

“**MT’s Main Office**” means Manx Telecom HQ, Cooil Road, Braddan, Isle of Man, IM99 1HX;

“**PIN Code**” means personal identification number;

“**PUK Code**” means personal unblocking key;

“**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;

“**Roam Daily Data**” means MT’s roaming service as described in the relevant Pay Monthly Mobile Service Description Tariff Plan;

“**Roaming Bolt-ons**” means the roaming services tariffs as shown in the relevant Services Description for Pay Monthly Mobile Services Tariff Plan;

“**Roaming Zone**” means MT’s allocation of countries into zones for roaming and charging purposes;

“**Service**” means Mobile Service, Data Service, Voice Messaging Service, Roaming Bolt-ons and any other such service or services introduced from time to time by MT as indicated on the Services/Equipment Order 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;

“**Smartphone,**” “**SmartBiz,**” “**SmartData,**” “**SmartRoam,**” “**Smartphone Islander**” and “**Essential**” mean monthly tariffs as described in the relevant Services Description for Pay Monthly Mobile Service Tariff Plan;



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**“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;

1.3 All definitions, notes, terms and conditions which are either set out in our Price/Fees List published in accordance with the relevant Service Description Tariff Plan or referred to in any part of this Contract shall be incorporated by reference into this Contract. Copies can be inspected at our Main Office.

### 2. Provision of and Use of the pay monthly mobile service

2.1 Our pay monthly 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 monthly mobile service is available to you at all times, we are not liable for any failure, delay, interruption, suspension, or restriction of our pay monthly mobile service or for a call being cut off for any reason, in particular for reasons beyond our control.

2.2 You accept that coverage provided by 2G, GPRS, EDGE, 3G, HSPA and 4G services may differ.

2.3 You will only be able to make and receive calls when you are in an area covered by:  
a) the MT mobile network or;  
b) a mobile network of one of MT's pay monthly roaming partners

2.4. Our Price List which is available online at **www.manxtelecom.com** provides further information regarding the current pay monthly mobile service call rates.

### 3. Provision of Mobile Service

3.1 To use our Pay Monthly Mobile Service we will 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, EDGE, 3G, HSPA and 4G Services, subject to the suitability of the Customer's equipment and tariff plan 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 Clause 7 of MT's General Terms and Conditions for Business or Clause 28 of MT's General Terms and Conditions for Consumer) be carried out by MT.

3.2 The CLI (Caller Line Identity) of your handset (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, or request that it be withheld on a permanent basis.

3.3 The ability to forward calls to an international number is barred by default. If this facility is required, you should contact us to arrange a modification to your Service.

3.4 A SIM Card is provided when you order Pay Monthly Mobile service. It may have been inserted into the handset 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 us, quoting your name, address, contact telephone number, mobile number, PUK code (as printed on your SIM Card Certificate), day of activation of Pay Monthly Mobile service and/or proof of purchase, and any other relevant information that may be required by us. A SIM card replacement is available and will be charged at our prevailing rate as detailed within our Price List, and must be paid to us in advance;

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3.5 To prevent unauthorised use of your handset, 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 handset in any way. In order to unblock the SIM card in the handset, you must enter your PUK code. This PUK code is printed on your Services Order Form.

3.6 In the event you have blocked your handset and you have lost your Services Order Form, you should call 624624 to obtain your PUK code. You will be asked for your password. Alternatively, call at our shop in Strand Street, Douglas with photo ID and a recent mobile bill.

Upon verification of these details, we will provide your PUK code.

3.7 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. You should call 624624 to request a replacement SIM card. You will be asked your password. Alternatively, if you do not know your password call at our shop in Strand Street, Douglas with photo ID and a recent mobile bill.

### 4. Voice Messaging Services

4.1 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 charges should such a maximum be reached or to suspend or terminate Service to you.

### 5. Your responsibility

5.1 You are responsible for any mobile handset that you have taken on loan or rented and are responsible for any loss or damage to it.

5.2 You are responsible for the use of your SIM card and mobile handset and any codes issued with it and for the costs incurred through its use, whether authorized or not.

5.3 You shall not use, or permit any other person to use, the service, for making persistent calls without a reasonable cause, or create AIT, or for the making of calls for the purpose of causing annoyance, inconvenience or needless anxiety to any person.

5.4 If your mobile handset or your SIM card is lost or stolen, then you should report the theft to the Police and we will be happy to assist them with their enquiries.

5.5 If your mobile handset is important to you, then we strongly advise that you take out insurance to cover any loss or damage that you may suffer as a result of such theft.

### 6. Duration of Contract and Minimum Period of Service

6.1 After the expiry of the Minimum Period of Service, your Contract will continue until it is terminated in accordance with Clauses 25 to 30 of our General Terms and Conditions for Business or Clauses 32 to 36 of our General Terms and Conditions for Consumer.

6.2 We provide several Pay Monthly Mobile Services. These services and their Minimum Periods of Service are described in the relevant Pay Monthly Mobile Services Description Tariff Plan.

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- 6.3 We provide several BlackBerry Service options. These services and their Minimum Periods of Service are described in the relevant Pay Monthly Mobile Services Description Tariff Plan.
- 6.4 If you terminate this Contract or transfer 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, will become payable forthwith.
- 6.5 After the expiration of the Minimum Period of Service this contract or the provision of any Service, or facility under it may be terminated:
- 6.5.1 by us by at least 14 days' written notice to you and your liability to pay for the Service shall cease on the expiration of the notice without prejudice to any accrued liability; or
- 6.5.2 subject to sub-paragraph 6.4 above, by you by at least 14 days' written notice to us and your liability to pay for the Service shall cease on expiration of 14 days from the date on which we receive the notice or on expiration of the notice period, whichever is the later without prejudice to any accrued liability of yours.

### 7. Charges for the Service and switching between Service

- 7.1 Charges for Service shall be calculated by reference to our 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.
- 7.2 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.
- 7.3 MT may from time to time vary the Charges for the Service or include certain allowances. Where variations or allowances occur these are detailed in this **Service Description for Pay Monthly Mobile Service and relevant Tariff Plan** and apply where appropriate to the Service provided.
- 7.4 Transfers between Services are possible in certain circumstances:
- a) From SIM only to subsidised handset tariffs, at the expiry of current contract minimum term. Standard contract Minimum Periods of 12, 18 or 24 months relevant to the Pay Monthly Mobile Service Description Tariff Plan will apply from the point that the new subsidised handset tariff takes effect.
- b) From a currently available subsidised handset tariff to a higher value subsidised handset tariff where the Minimum Period of the current contract has not elapsed. Where such a request is received **no** further handset subsidy will be provided during the term of the contract.



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c) Pay Monthly customers on a tariff prior to 1<sup>st</sup> August 2017 can transfer to a Smartroam tariff of an equal or higher monthly charge, subject to the following conditions; 1) If there is between 3 and 12 months remaining on the contract term, customers wanting to transfer to a Smartroam tariff with an equal monthly charge will incur an administration charge of £30 inc VAT on their monthly bill. 2) Customers with greater than 12 months remaining on the contract term will only be eligible to transfer to a Smartroam tariff by moving to a tariff with a higher monthly charge

7.5 Transfers between Services are not possible from:

a) a subsidised handset tariff to a lower value subsidised handset tariff or SIM only plan where the Minimum Period of the current contract has not elapsed.

7.6 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 your bill.

7.7 You shall pay the following Charges where they are applicable to the Service provided by us, provided that such Charges are raised within a period of 4 months of the chargeable event taking place, where you are billed monthly; or, on the next bill where you are 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 you, or with the express consent of the Communications Commission in writing:

7.7.1 all connection Charges, rental Charges, initial Charges and single payment Charges;

7.7.2 all Charges for calls and where applicable, attempted calls, including Charges for services and facilities in relation to those calls, made by means of your handset and SIM Card, or obtained by the use of any name, code or number allocated by us to you;

7.7.3 all data sent or received by means of your handset and SIM Card, or obtained by the use of any name, code or number allocated by us to you.

7.7.4 all applicable Charges for Service and facilities rendered at the request of you, or a person using your handset and SIM Card or any name, code or number allocated by us to you or of any other person appearing to us to be acting on your behalf.

7.8 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 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 monthly mobile service

7.9 We may require you to pay your Charges by direct debit and/or receive an e-bill (where your bill is available online and is accessed on a secure website with a username and password). An additional charge may apply if you pay by another method or receive a paper bill.

7.10 For 'Roaming Bolt-ons', you shall be charged in calendar months for the full month in both the month you order and cease the product. The provision and cancelation of the service is dependent on the day the order for the product is completed.

## 8. Our General Powers

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- 8.1 We reserve the right:
- 8.1.1 to alter the name or number of your handset and SIM Card, or other name, code or number whatsoever allocated by us from time to time for use in connection with Service;
  - 8.1.2 in an emergency, temporarily to suspend Service to you wholly or in part for the purpose of the provision of temporary emergency telecommunication services; and
  - 8.1.3 to give such instructions concerning the use of Service as we decide from time to time in the interests of safety, quality of service, to Customers of the Service as a whole and you agree to comply with such instructions.
- 8.2 We shall take such steps, as we consider appropriate to bring the instructions referred to in sub-paragraph 8.1.3 to your notice.

### 9. General

- 9.1 Any difficulties you may have in relation to our pay monthly mobile services should be addressed to our pay monthly customer services centre on +44(0)1624 624624.
- 9.2 If you wish to transfer your number to another Service Provider then this Contract will be terminated. You will be liable to us for any unpaid call charges and the balance of rental remaining on any unexpired Minimum Period. We will provide reasonable assistance to you in respect of the transfer of your service in accordance with the Isle of Man Operators' Mobile Number Portability Code of Practice.
- 9.3 Emergency Service: The use of a mobile handset to call 999 or 112 service or the emergency text service is **not guaranteed** and must not be relied upon as an alternative to emergency calls via the fixed network or the established marine emergency procedures.
- 9.4 We reserve the right to refuse any request for information where we are unable to verify that the caller is the account holder of the pay monthly account.
- 9.5 Use of mobile handsets **is not** permitted on commercial aircraft as they cause interference to other communications and you agree 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.
- 9.6 Any person to whom your pay monthly mobile number and pay monthly account are transferred will be required to comply with the provisions of this services description and our standard terms and conditions, copies of which are available online at [www.manxtelecom.com](http://www.manxtelecom.com)