

terms and conditions

BlackBerry® Internet Service for Orange post pay customers

1. Conditions for Cellplus Mobile Services apply in addition to these BlackBerry Internet Service Terms and Conditions.
2. The minimum period of the agreement is 12 months. Each device on an account is subject to a 12 month minimum term
3. Cellplus BlackBerry® Internet Service :
 - uses certain wireless technology to enable the customer to send and receive data including email and SMS text messages by means of the customer's device. It is provided over a GPRS/EDGE connection and operates with POP3 and IMAP 4 enabled mailboxes. Depending on the bundle subscribed to, the customer can also browse the Internet using the RIM BlackBerry® WEB browser and internet access.
 - comprises a GPRS/EDGE connection, SIM Card and RIM device.
4. The customer is responsible:
 - for ensuring that the customer has a suitable POP3 or IMAP 4 enabled mailbox for the device to access.
 - for ensuring that password protection is used with every connection to the service. We will not be liable for any losses due to no, or inadequate password protection. The customer acknowledges that text messages and emails are retained on the customer's device even when it is turned off or the SIM card removed. A SIM card provided with a device is linked to that device and must not be transferred to any other BlackBerry® device.
 - for checking with the customer's Internet Service Provider whether the device may be used with that ISP's services and whether any limitations or restrictions apply.
5. The customer agree to use the device only for the purposes of sending, receiving, storing and processing data and voice services;
6. For devices supplied under this Agreement:
 - risk passes and acceptance takes place at the time of delivery;
 - title in devices passes to the customer on payment;
 - until title passes the customer agree not to sell, lease, charge assign by way of security or otherwise deal in or encumber in any way;

- we do not guarantee the continuing availability of a particular device. We reserve the right to add to, substitute or to discontinue devices;
 - a 12-month manufacturer's guarantee or such other period as provided by the manufacturer is included from the date of delivery to the customer. If the customer report a fault during the guarantee period and the fault is due to faulty design, manufacture, materials or our negligence, we will repair or (at our option) replace the device provided it has been properly kept, maintained and used in accordance with the manufacturer's and our instructions and has not been modified. Faults due to damage, fair wear and tear or the actions of anyone other than by us are not covered by this guarantee. The customer agrees not to tamper with the devices so as to invalidate the guarantee and to pay us standard charges for repairs outside the guarantee.
7. If the customer terminate the agreement before the minimum period the customer must pay early termination charges
8. The customer shall pay a monthly licence fee to access BlackBerry® service. CELLPLUS hereby reserves the right to integrate the above monthly licence fee in a bundle package as may be determined by CELLPLUS.

