

## Airtel Monthly Plan Services

### Terms and conditions

#### 1. Definitions and Interpretation

For the purposes of the Agreement, the defined terms set forth below have the designated meanings:

- 1.1 "Acceptable Use Policy" as defined in 7.3 below;
- 1.2 "Account" means the account in which the Service Provider records the Charges using a SIM Card;
- 1.3 "Age Restricted Service" means any Service, which is specified for, use either by the Service Provider or under any applicable law only by Customers over a certain age;
- 1.4 "Application Form" means the customer application form signed by the Customer and presented to the Service Provider;
- 1.5 "Agreement" means the agreement entered into between the Customer and the Service Provider governed by these and any other applicable terms and conditions, as amended from time to time;
- 1.6 "Call" means the sending and/or receiving of the signal and includes all types of data transmission;
- 1.7 "Charges" means the fees and charges set out at clause 6 hereof;
- 1.8 "Customer" means the person or persons named in the Application Form;
- 1.9 "Content" means information, communications, images and sounds, software or other material contained on or available through the Service;
- 1.10 "Device(s)" means a mobile telephone, device, SIM Card or data card either approved or not approved by the Service Provider;
- 1.11 "Directory" means any listing of persons businesses and/or services and related postal addresses, telephone numbers and/or e-mail addresses in connection with any or all of the Channel Islands and deliverable in paper copy, on-line or by other media;
- 1.12 "Equipment" means any apparatus used by the Customer to use the Device (including the SIM Card);
- 1.13 "GSM" means the standard known as the Global System for Mobility used in portable telephony;
- 1.14 "GAL" means Guernsey Airtel Limited having its registered office at 45 High Street, St Peter Port, Guernsey, GY1 2JT;
- 1.15 "GST" means any value added tax chargeable by the Service Provider to the Customer in addition to the cost of the Service under the laws of the Service Provider's jurisdiction for the time being and any similar tax where applicable, including, for example, the Goods and Services Tax charged in the Bailiwick of Jersey pursuant to the Goods and Services Tax (Jersey) Law 2007 and/or the Goods and Services Tax (Jersey) Regulations 2007;
- 1.16 "JAL" means Jersey Airtel Limited having its registered office at 1<sup>st</sup> Floor, Le Masurier House, la Rue Le Masurier, St. Helier, Jersey JE2 4YE;
- 1.17 "Lock in Period" means the minimum term of the Agreement as specified on the Application Form ;
- 1.18 "Network" means the GSM telecommunications system by which the Service Provider makes the Service available in Jersey;
- 1.19 "Personal Data" means data that relate to a Customer from which such Customer may be identified;
- 1.20 "Roaming" means use of the SIM Card whilst connected to a GSM system other than the Network;
- 1.21 "Service" means, as applicable any second generation (2G) and/or third generation service (3G), telecommunications service (including voice and data services) or other service offered by the Service Provider from time to time and the provision of access to the Customer to the Network and the GSM mobile telecommunication networks of other service providers with whom the Service Provider has roaming agreements;
- 1.22 "Service Provider" means JAL or GAL as applicable and their successors or assigns.
- 1.23 "SIM Card" means 'Subscriber Identity Modules' card as supplied by the Service Provider to the Customer to enable access to the Service;
- 1.24 The singular shall include the plural and vice versa;
- 1.25 The masculine shall include the neuter and the feminine and vice versa;
- 1.26 The headings and titles herein are purely for convenience only and shall not affect the interpretation of the Agreement;
- 1.27 Any reference in the Agreement to any condition shall be construed as a reference to the condition in the Agreement unless expressly stated.

#### 2. Term of the Agreement

- 2.1 Subject to any applicable law, the Agreement shall be effective from the earlier of (a) when the Application Form is received and accepted by the Service Provider or (b) the date when the Service is first provided to the Customer and shall remain in force until terminated in accordance with clause 9 hereof.
- 2.2 In the event that the Customer terminates the Agreement during the "Lock in Period", the Customer shall pay the Service Provider a sum equal to the Charges and any extra amounts which would be payable to the Service Provider for the balance of the Lock in Period.
- 2.3 Any promotional bespoke product or service offer will have additional terms and conditions. All bespoke product/service terms and conditions can be found on [www.airtel-vodafone.com](http://www.airtel-vodafone.com).

#### 3. Services

- 3.1 The Service includes the provision of any Equipment specified on the Application Form or any communication authorised by the Service Provider. If Equipment is provided by the Service Provider as part of the Service, then the Customer acknowledges that additional terms and conditions, including additional charges and payment terms, as notified by the Service Provider to the Customer may apply and the Customer agrees to be bound by such additional terms and conditions.
- 3.2 If any part or parts of the Service is provided or supported by a provider other than the Service Provider, the Service Provider will not in any manner be responsible or liable for such part or parts. In no event will the Service Provider be responsible for any spam text messages, or any other such message or data, that is received by the Customer. In particular the Customer acknowledges and agrees that the Service Provider shall not in any manner be liable or responsible for the quality of services provided or experienced by the Customer while the Customer is in another territory or jurisdiction and/or is utilising telecom roaming services.
- 3.3 The Service Provider has the right, at its sole discretion, to deliver the Service using the most appropriate method or technologies and reserves the right to vary the technical specification of the Service at any time.
- 3.4 The Customer acknowledges that the Service Provider does not guarantee that the

Service will enable the Customer to make a Call to all destinations available on the Network.

- 3.5 The Customer acknowledges and agrees that the Service Provider shall not be liable if the phone number and/or identity of the Customer is released or made known to the person to whom the Customer makes a Call.

#### 4. Warranties

The Customer acknowledges that the warranties provided for in the Agreement constitute the only warranties made by the Service Provider with respect to the Service or any part thereof and are in lieu of all other warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

#### 5. Devices

The Customer agrees to inform the Service Provider immediately in the event that any Device is stolen or lost and the Service Provider shall at the Customer's request suspend the relevant Service as soon as practicable for a maximum period of thirty (30) days whilst the Customer is making arrangements for alternative Devices. The Customer acknowledges that the Service Provider may charge for the replacement of any Device it has supplied, which is lost, stolen or damaged.

#### 6. Charges

- 6.1 Subject to clause 2.2, the Customer shall only be charged in respect of the Service that has been applied or subscribed for or that has been utilised.
- 6.2 The Charges shall consist of and be incurred as follows:
  - 6.2.1 any connection or reconnection charge for the Service, whether initial or after suspension, limitation or cancellation;
  - 6.2.2 any rental charge payable for the Service plan selected and identified in the Application Form;
  - 6.2.3 charges for Calls made or other services accessed using the Customer's Device or Equipment whether on the Network or whilst Roaming;
  - 6.2.4 charges for Calls made to the Customer's Device or Equipment whilst Roaming;
    - 6.2.5 GST, where applicable;
    - 6.2.6 if any Charges remain unpaid for more than 30 days from the due date (as described in the relevant invoice), then the Service Provider shall have the right to charge an additional interest of three per cent (3%) above the short term base lending rate from time to time prevailing in England;
    - 6.2.7 where the Customer requests additional services to be used in conjunction with the Service, the Service Provider might charge additional sums (including but not limited to fax/data calls; voice mail and the like);
    - 6.2.8 the Customer acknowledges that there shall be additional Charges in respect of downloading of certain data and/or content for example ring tones, wall papers, applications and similar data;
    - 6.2.9 the Customer will be charged an administrative fee of £15 if their direct debit application is refused. This charge will include two further direct debit applications after the initial decline. If the Customer does not pass the direct debit application on the third attempt, the Service Provider will refuse the Customer a monthly Service and collect any remaining Charges payable under the Agreement;
    - 6.2.10 the Service Provider shall have the right to charge extra amount(s) for the provision of any additional service such as technical call outs, SIM card swaps/duplicate SIMs, handset repairs, fixed wireless/mobile telephone number swaps, duplicate copy of invoices. These Charges are subject to change at the discretion of the Service Provider and further details can be found on our web site [www.airtel-vodafone.com](http://www.airtel-vodafone.com); and
    - 6.2.11 the Customer acknowledges that all calls outside of an agreed inclusive monthly package will be charged on a per minute basis unless the Agreement provides otherwise.
- 6.3 The Customer shall not be entitled to receive any refund from the Service Provider in respect of any invoice query raised by the Customer after a period of sixty (60) days from the date of such invoice.
- 6.4 Charges and/or any additional sums are payable in full on demand or as otherwise agreed in writing between the Customer and the Service Provider. The Customer acknowledges that they themselves, or any other party named as a Customer on the Application Form shall be responsible for all Charges correctly levied in accordance with the Agreement. The Charges are subject to change at the discretion of the Service Provider and further details can be found on the website [www.airtel-vodafone.com](http://www.airtel-vodafone.com).
- 6.5 The Customer hereby agrees to provide the Service Provider with his/her debit card/credit card details (the "Nominated Card"), and hereby irrevocably authorizes the Service Provider to use such Nominated Card for the purposes of taking payments for Charges in the event a direct debit fails and no dispute which has been notified to the Service Provider in accordance with 6.3 above remains outstanding in relation to the Charges. The Customer will be contacted by the finance team of the Service Provider for the purposes of rectifying any problem(s) that may have arisen in the direct debit system and shall inform the Customer of any payment taken by the Service Provider using the Nominated Card. All Nominated Card details provided by the Customer shall be stored only at [www.payoffshore.com](http://www.payoffshore.com).

#### 7. Obligations of Customer

- 7.1 The Customer undertakes to comply with all applicable laws whilst using the Service and to use the Service only for lawful purposes. Furthermore, the Customer acknowledges that if the Service is used from a country or any jurisdiction outside Jersey or Guernsey, the use of the Service may be subject to different laws and regulations that apply in that country. The Service Provider is not liable in any manner whatsoever in the event of the Customer failing to comply with those laws and regulations.
- 7.2 The Customer shall:
  - 7.2.1 not use, make use of, cause, allow or permit to be used the Service for any improper, fraudulent or unlawful purposes or for the sending of any communication or storing of any information which is of an offensive, abusive, indecent, obscene or menacing nature, or which is pornographic, or contains threats of any kind, is defamatory in any way or breaches confidence or which incites hate;
  - 7.2.2 not cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience whether to the Service Provider or any of the Service Provider's customers which shall include the use of the Network for the persistent sending of unsolicited communications without reasonable cause;
  - 7.2.3 not use, make use of, cause, allow or permit to be used the Service in any way, whether knowingly or otherwise, such that the operation of the Network or any part of the Network will be jeopardised or impaired;
  - 7.2.4 keep any login code, pin number or security details specific to your Service, Device or Equipment secure and do not disclose such security details to any third

party;

7.2.5 comply with any reasonable instructions issued by the Service Provider in respect of the use of the Service, comply with the Service Provider's reasonable requests for assistance in order to diagnose existing or potential faults and cooperate with the Service Provider in its reasonable security and other checks (which may include making Calls);

7.2.6 not use, make use of, cause, allow or permit to be used the Service to access, transmit, publish, display, advertise, send or upload anything that is copyright protected (unless the Customer has permission) or which in any way breaches the intellectual property rights of any third party;

7.2.7 not use, make use of, cause, allow or permit to be used, copy, modify, store, forward, publish or distribute the Content without the Service Provider's express permission;

7.2.8 only use, make use of, cause, allow or permit to be used Content for personal use and not for any commercial purposes or distribute it commercially;

7.2.9 not use, make use of, cause, allow or permit to be used the Service to re-sell, re-supply or otherwise distribute the Service and/or Devices, if applicable, without the prior written agreement of the Service Provider;

7.2.10 not use, make use of, cause, allow or permit to be used the Service to circumvent the Age Restricted Service mechanisms;

7.2.11 not use, make use of, cause, allow or permit to be used the Service in any manner which might result in unauthorised persons accessing any Age Restricted Service and/or Content which is unsuitable for such persons;

7.2.12 not sell, transfer or assign any telephone numbers associated with the Service without the express written consent of the Service Provider;

7.2.13 not use, make use of, cause, allow or permit to be used the Service fraudulently or in connection with a criminal offence;

7.2.14 only use, make use of, cause, allow or permit to be used the Service in accordance with the terms and conditions of the Agreement, Application Form, Acceptable Use Policy, any applicable law or any instructions provided by the Service Provider in respect of the Service;

7.2.15 not use, make use of, cause, allow or permit to be used the Service in any manner or for any purposes which may result in hacking, spamming, illegal access to computers or networks and the like;

7.2.16 be responsible for all damage or loss caused to the Service Provider or third parties due to misuse of the Service other than any acts or omissions caused by the Service Provider;

7.2.17 not use any equipment that is not approved for connection to the Network;

7.2.18 be responsible for ensuring that no unauthorised access to the Service is obtained using the Customer's Account and that the Customer is liable for any misuse of the Service;

7.2.19 be responsible for safeguarding the security of and protecting Equipment and data against any actions that the Customer has not authorised and, in particular, programs which mainly come in the form of viruses, Trojans, worms and spy-wear; and

7.2.20 not breach the Acceptable Use Policy.

7.3 The Acceptable Use Policy is provided in separate documents (including marketing material and documents published on the website [www.aitel-vodafone.com](http://www.aitel-vodafone.com)) made available to the Customer by the Service Provider, showing and describing the rules and etiquette governing the Customer's usage of the Service including the use of all data downloaded and/or generated by the Customer (during usage of Device and/or the Service) including internet data, call minutes and text messages.

7.4 Where the Customer is more than one person, the Customer's liability under the Agreement shall be joint and several.

## 8. Suspension of Services

8.1 The Service Provider may, without any liability of any kind, suspend (indefinitely or for such period as the Service Provider may consider appropriate) the Service at any time with immediate effect or whenever practicable for the following reasons:

8.1.1 any failure, interruption, disruption or congestion of or in any telecommunications network, system or service (whether of the Service Provider or any other person);

8.1.2 where the Service Provider is unable to provide the Service for reasons beyond its control (including the Network breaking down or requiring maintenance);

8.1.3 where the Customer has been in violation of applicable law and/or the terms and conditions of the Agreement, and/or the terms and conditions in the Acceptable Use Policy and/or the terms and conditions listed in the Application Form, if any;

8.1.4 where the Service Provider knows or suspects the Customer's SIM Card is or may be being used illegally or fraudulently;

8.1.5 the Customer causes or is likely to cause any failure, interruption, disruption or congestion of any telecommunications network, system or service (whether of the Service Provider or any other person);

8.1.6 if it is directed to do so by any regulatory authority and/or governmental authority and/or under any applicable law; or

8.1.7 failure of the Customer to make any payment for Charges within the stipulated time, or failure to comply with these terms and conditions

8.2 Where any part of the Service has been suspended (whether or not at the Customer's request), the Customer shall continue to pay the Charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is re-connected or re-instated, in respect of all reconnection or re-instatement charges raised by the Service Provider.

8.3 The Service Provider reserves the right to defer performance of any of its obligations under the Agreement, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of the Service Provider or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

## 9. Termination of Service

9.1 The Agreement may be terminated immediately by the Service Provider in the event that:

9.1.1 the Customer fails to satisfy the Service Provider in respect of any background check or credit check that may be undertaken by the Service Provider in respect of the Customer;

9.1.2 the Customer fails to pay any sum due under the Agreement by the date that such sums are due and payable;

9.1.3 any proceeding is commenced in respect of the Customer before any court of competent jurisdiction for the bankruptcy, declaration en désastre,

judicial management, winding up, liquidation of the Customer or the appointment of any receiver over any of the assets of the Customer or any other act indicative of bankruptcy or insolvency;

9.1.4 the Customer has been in violation of any applicable law (including but not limited to the Telecommunications (Jersey) Law, 2002 or the Telecommunications (Guernsey) Law, 2001 (as applicable) and/or the terms and conditions of the Agreement;

9.1.5 the Customer causes or is likely to cause any failure, interruption, disruption or congestion of or in the Network or any telecommunications network, system or service (whether of or provided by the Service Provider or any other person) or misuses the Service generally; or

9.1.6 if it is directed to do so by any regulatory authority, and/or governmental authority and/or under any applicable law.

9.2 The Customer may terminate the Agreement by properly completing and delivering to the Service Provider a cancellation form which will be available upon request by the Service Provider. If the completed cancellation form is received by the Service Provider before the 12<sup>th</sup> day of the month, the Agreement will terminate on that month's invoicing date (normally the 21<sup>st</sup> day of the month). If the completed cancellation form is received after 12<sup>th</sup> of the month, the Agreement will terminate on the following month's invoicing date.

9.3 In the event that the Service is terminated all sums due or accruing to the Service Provider with respect to the Service up to the date of termination shall immediately become due and payable to the Service Provider.

9.4 Termination or expiry of the Agreement for any reason is without prejudice to any rights or remedies available to or any obligations or liabilities accrued to the parties as at the date of termination and expiry.

## 10. Directory and Data Protection

10.1 The Service Provider will send Personal Data supplied by the Customer to IBM India who are the Service Provider's technology partners, IBM, who provides the Service Provider's Customer Relationship Management systems, will store this information securely on systems based in India on behalf of the Service Provider. The Service Provider may use the Customer's Personal Data from time to time in compliance with the Data Protection (Jersey) Law, 2005 and the Data Protection (Guernsey) Law, 2001 as applicable for marketing, billing, invoicing, insertion in an electronic directory, credit scoring, customer services, tracking web preference usage and the like. The Customer agrees that the Service Provider shall share such Personal Data and other information with its group companies and selected business partners who shall assist the Service Provider for such services. The Service Provider reserves the right to disclose the name, telephone number and/ or email address of the Customer to an authorised agent of any of the emergency services in the event of an emergency and otherwise when required to do so by law.

10.2 The Service Provider reserves the right to provide information in relation to the Service to any persons named in the Application Form.

10.3 The Service Provider shall, for the purposes of credit referencing and fraud prevention, have the right to do or carry out any of the following at any time during the term of the Agreement:

10.3.1 carry out searches about the Customer at credit reference agencies and elsewhere to verify the Customer's identity in order to help the Service Provider to decide whether to accept the Customer's application for Services and/or to continue to provide Services to the Customer;

10.3.2 use, share and/or provide the Customer's details (and any other information pertaining to the Customer) with debt collection agencies and appropriate authorities for the purposes of collecting debts, preventing and detecting fraud and for recovering/for seeking to recover damages and costs arising from fraud or any other unlawful activity on the part of the Customer;

10.3.3 record and pass to the appropriate authorities details of any information or data pertaining to the Customer false (or any inaccurate information provided by the Customer) if the Service Provider is required to do so under any applicable legal or regulatory requirement or is required to do so by a any court or arbitral tribunal, or where the Service Provider suspects fraud or any other unlawful or improper activity on the part of the Customer; and

10.3.4 pass on to and share information with other local/international communications service providers and network operators for the detection and prevention of theft and fraud or any other criminal or unlawful activity.

10.4 The Customer may, by notifying the Service Provider on the Application Form at the time of signing, request the Service Provider not to use the Customer's Personal Data (including but not limited to their telephone number) for any marketing purposes – this includes sending or updating the Customer on new product and services information. Failing such notification by a Customer, such Customer's Personal Data may be made available to be used and marked to receive such information. Full details of the use of such Personal Data as set out in the Service Provider's Legal Notice available on the Service Provider's website from time to time shall be deemed to be included and form part of the Agreement.

10.5 The Customer's Personal Data (limited to the Customer's name, address and mobile telephone number) will be published in the Directory only if the Customer opts in on the Application Form to have their phone/mobile numbers listed in the Directory. Should the Customer opt in to be listed in the Directory, they shall be included automatically free of charge on an annual basis unless and until the Customer opts out. Opt out requests must be in writing to the Service Provider and will be effective in the next annual edition of the Directory.

10.6 Subject to clause 10.4 above, by entering into the Agreement, the Customer agrees to allow the Service Provider and/or its business partners to arrange for and/or to send to the Customer advertising and promotional material relating to other services/products and the like.

10.7 The Customer can opt out of any mailing list by writing to the Service Provider at the following address: Jersey Airtel Limited, Customer Services Department, 1<sup>st</sup> Floor, Le Masurier House, La Rue Le Masurier, St. Helier, Jersey JE2 4YE, unless the Service Provider specifies to the Customer otherwise.

10.8 If Customer supplies the Service Provider with Personal Data, the Customer shall ensure that it is accurate and up to date when disclosed. The Customer shall also ensure that the Customer has obtained from the individuals concerned all necessary consents under the applicable law to both the supply of the data to the Service Provider, and the processing of it by the Service Provider, for the purposes of performance of the Agreement, supply of the Equipment and Services and for direct marketing about the Service Provider's similar products and services.

## 11. Personal Data

Notwithstanding the above, the Service Provider will source, hold and use your personal data in the ways highlighted in our Legal Notice published on [www.aitel-vodafone.com](http://www.aitel-vodafone.com) and amended from time to time.

## 12. Limitation of Liability

### **THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THESE PROVISIONS**

12.1 Notwithstanding anything to the contrary in the Agreement and only to the full extent permitted by any applicable law

12.1.1 the Service Provider shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, claims, damages, liabilities and the like howsoever caused or arising from any breach or failure by the Service Provider caused or arising from any breach or failure by the Service Provider to perform any of the terms and conditions under the Agreement;

12.1.2 notwithstanding the generality of the aforesaid, the Service Provider shall not be liable for consequential, special or indirect losses or damages sustained by them on account of any loss of profits, loss of customers or damage to reputation or goodwill;

12.1.3 notwithstanding the generality of the aforesaid, the Service Provider shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, claims, damages, expenses, liabilities and the like incurred or sustained by the Customer caused or as a result of:

12.1.3.1 any failure, delay, interruption to or disruption of any Service in the transmission or reception of any data through any Service, howsoever caused or arising;

12.1.3.2 any non-delivery of or non-receipt of an email or other message;

12.1.3.3 any defect or deficiency in or the breakdown or failure of any Device or Equipment or other product or system (whether or not maintained by the Service Provider or any other person) howsoever arising;

12.1.3.4 any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of any Service;

12.1.3.5 any illegal (including but not limited to violation of any applicable law e.g. obscenity laws, and third party intellectual property rights) or unauthorized use (including use prohibited/unauthorised) in accordance with the terms and conditions of the Agreement) of the Service by the Customer or any person using such Service through the Customer;

12.1.3.6 any use of any Age Restricted Service by under-age persons;

12.1.3.7 any loss, corruption or deletion of any data or information (whether belonging to, provided or stored in any system or equipment (whether or not maintained or operated by the Service Provider, the Customer or any other person), howsoever caused or arising;

12.1.3.8 any event the occurrence of which the Service Provider is unable to control or avoid by the use of reasonable diligence (force majeure events), including but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any applicable law, acts of war or terrorism (whether real or perceived), defaults, omissions or actions, extreme weather conditions or acts of God;

12.1.3.9 any health issues arising from propagation of and/or exposure of harmful radio-frequency radiation;

12.1.3.10 any error, omission or inaccuracy in any information provided by the Service Provider whether to the Customer or any person and whether in any publication or as part of or in connection with any Service or otherwise;

12.1.3.11 any liability for any unsolicited information sent to Customer via other network operators' networks while the Customer is 'roaming'; or

12.1.3.12 the content of any material made available and/ or accessible by use of the Service;

12.1.4 the Service Provider is not responsible for maintaining any insurance cover of any kind to cover any losses, damages or liabilities and the like suffered by the Customer or any third party howsoever arising in respect of the provision of the Service;

12.1.5 the Service Provider shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, claims, damages, liabilities and the like howsoever caused or arising from acts of any party the Service Provider is not responsible for (including any telecommunication operator who provides part(s) of the Service). For the avoidance of doubt, it is clarified that where part(s) of the Service will be provided and/or supported by a telecommunication provider other than the Service Provider, the Service Provider shall not be responsible for such parts of the Service;

12.1.6 under no circumstances will the Service Provider or any of the other parties involved in the provision of Content as part of the Service, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Further, the Service Provider accepts no liability for the loss, late receipt or non-readability of any download, transmission, or other communications. The Content is obtained from a large range of sources, and the Service Provider does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure, free from error, or not in violation of any applicable law (including but not limited to applicable obscenity laws) and third party intellectual property rights. The Customer also acknowledges that the Service Provider has no control over the value or quality of goods, services or Content offered by third parties on or through the Service and as a result the Service Provider cannot be responsible or liable in any way for and do not endorse, any of these goods, services or Content offered by third parties on or through the Service;

12.1.7 if the Customer uses a Device to access the internet or any third party service it may not be a secure environment and unwanted programs or material or viruses may be downloaded to the Device without the Customer's knowledge, which may give unauthorised access to, or damage the Device and the information stored on it. The Service Provider is not liable or responsible in any way for such unauthorised access, damage to or loss of information on a Device whether transmitted via the Service or otherwise. Customers will remain responsible for all charges deducted from their Account for the use of any Service activated by such a virus;

12.1.8 subject always to the exclusions provided herein, the Service Provider's liability to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities and the like caused or arising from any breach, failure or default of either the Service Provider or any of its employees, representatives, agents and/or consultants to perform any of its obligations or duties to the Customer (whether arising under the Agreement or under any applicable law) with respect to any Device or Service, including those relating to product usage, product liability, data protection, and any applicable data protection law or regulation, shall not in aggregate exceed the amount equal to Charges paid or payable by the Customer for a period of three (3) months immediately preceding such breach, failure or default on the part of the Service Provider, provided that nothing in this sub-clause shall apply to limit or restrict the amount recoverable from the Service Provider as compensation for any death or personal injury caused by the negligence or breach of duty (statutory, contractual or otherwise) of the Service Provider; and

12.1.9 the Customer expressly acknowledges and agrees that use of the Device(s) and Equipment is at his or her own sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the Customer. To the maximum extent permitted by applicable law, the Devices, Equipment and Service are provided "as is" and "as available", with all faults and without warranty of any kind, and the Service Provider hereby disclaims all warranties and conditions with respect to the Devices, Equipment and services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. The Service Provider does not warrant against interference with

your enjoyment of the Device(s), that the Devices and Service will meet your requirements, that the usage and operation of the Devices and/or Service will be uninterrupted or error-free, or that defects in the licensed application or Service will be corrected. No oral or written information or advice given by the Service Provider or its authorised representatives shall create a warranty. Should the Device, Equipment and/or Service prove defective, the Customer assumes the entire cost of all necessary servicing, repair or correction.

## 13. Customer Indemnity and Liability

The Customer shall fully indemnify and hold harmless the Service Provider at all times against all actions, claims, proceedings, costs (including legal costs incurred by the Service Provider), liability, losses and damages whatsoever and howsoever arising which may be brought or commenced against the Service Provider by any person and/or which the Service Provider may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of the use or operation by the Customer or any person in any way (whether with or without the authorisation and/or permission of the Customer) of the Service subscribed by and provided to the Customer. Further, the Customer agrees to offer the Service Provider all possible assistance in respect of the Service Provider defending any third party claims covered under this clause.

## 14. Notices

- 14.1 All bills, notices and communications by the Service Provider to the Customer may be sent or dispatched to the Customer by delivery, post, e-mail, facsimile transmission, text message or any other means deemed appropriate by the Service Provider to the address, email, facsimile or mobile number of the Customer appearing on the Application Form or in any record of the Customer maintained by the Service Provider was dispatched or issued or otherwise last known to the Service Provider. Any such bill, demand, notice or communication addressed and so sent or dispatched to the Customer shall be deemed to have been received by the Customer:
- 14.1.1 in the case of dispatch by e-mail, text message, facsimile transmission or other instantaneous electronic communications, immediately upon transmission by the Service Provider;
- 14.1.2 in the case of dispatch by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address; and
- 14.1.3 in the case of dispatch by post, five days after it was posted by the Service Provider.
- 14.2 All notices and requests from the Customer to the Service Provider shall be in writing and sent to Jersey Airtel Limited, Customer Services Department, 15<sup>th</sup> Floor, Le Masurier House, La Rue Le Masurier, St. Helier, Jersey JE2 4YE, unless the Service Provider specifies to the Customer otherwise. The Service Provider shall be entitled to regard as ineffective and invalid any notice or request of the Customer the receipt of which by the Service Provider has not been confirmed by the Service Provider to the Customer.
- 14.3 In addition to 14.1 above, the Service Provider may give notice of any amendment, variation or supplement to the Agreement or any other published terms and conditions of the Service Provider by publishing such notice in any newspaper with a mass circulation in Jersey or Guernsey, posting such notice on any internet website maintained by the Service Provider or otherwise by making such notice public in any manner deemed appropriate by the Service Provider.

## 15. Assignment

- 15.1 The Customer shall not assign, transfer or encumber any or all of its rights, interests and obligations under the Agreement without the prior written consent of the Service Provider.
- 15.2 The Service Provider may freely assign, transfer or encumber any or all of its rights, interests and obligations under the Agreement subject to giving prior notice to the Customer in accordance with clause 14 above.

## 16. Entire Agreement

The Agreement, hereto represents the entire agreement between the parties hereto and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral) with respect to the subject matter hereof.

## 17. Variation

The Service Provider may amend, vary or supplement any terms and conditions of the Agreement by giving notice to the Customer in accordance with clause 14 hereof. Such amendment, variation or supplement shall have the effect of varying the Agreement or any other terms or conditions of the Service Provider in the manner stated in the publication or notice and shall be effective fifteen (15) days after the date of publication or posting of the notice unless otherwise stated. The Customer's continued use of the Service after the effective date of such notice shall constitute acceptance of the amendment, variation or supplement.

## 18. Severability and Waiver

If any part or any provision of the Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of the Agreement. No waiver by either party to any provisions of the Agreement shall be binding unless made in writing. The failure by either party to enforce at any time for any period any one or more of the terms or conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions to the Agreement.

## 19. Governing Law

- 19.1 If the Agreement is between the Customer and JAL, then the laws of the Bailiwick of Jersey shall govern the Agreement, without reference to the principles of conflict of laws, and the parties irrevocably consent and submit to the exclusive jurisdiction of the Royal Court of Jersey for all matters arising under the Agreement.
- 19.2 If the Agreement is between the Customer and GAL, then the laws of the Bailiwick of Guernsey shall govern the Agreement, without reference to the principles of conflict of laws, and the parties irrevocably consent and submit to the exclusive jurisdiction of the Royal Court of Guernsey for all matters arising under the Agreement.

## 20. Returns & Refund Policy

20.1 All handsets we distribute are under guarantee up to 1 year from their manufacturers and comply with health and safety standards. In Europe, this is shown by the CE mark. To give you extra peace of mind, we offer you the option of asking for an exchange or refund within 14 days from the date you buy your phone in store, as long as you keep to the conditions outlined in our Consumer Code of Practice, which can be found at [www.airtel-vodafone.com](http://www.airtel-vodafone.com)

