

The terms and conditions for Fixed Landline Services (“T&C”) which govern the provision of telecommunication services by Jersey Airtel Limited (‘JALJAL’). JAL is a private limited liability company constituted under Jersey law. The registered office of JALJAL is 1/3/5 Castle Street St Helier Jersey JE2 3BT.

## 1. DEFINITIONS AND INTERPRETATION

In the T&Cs (as defined below) the following terms shall have the following meanings unless expressly stated otherwise:

- 1.1. “App” means any mobile application software provided and maintained by JAL, including any app as may be notified from time to time and any updates or upgrades to such software.
- 1.2. “Application Form” means the duly filled application form signed by the Customer and submitted to JAL for the provision of services.
- 1.3. “Call” means the sending and/or receiving of a signal (electromagnetic or otherwise) over the Telephone Line.
- 1.4. “Contract” shall refer to this Contract including the T&C executed between JAL and Customer in respect of the Services.
- 1.5. “Customer Equipment” means any equipment used by the Customer to connect to or make use of a Service, whether provided by JAL, customer or any third party.
- 1.6. “Customer” means the person or persons named in the Application Form.
- 1.7. “Directory” means any listing of names and related postal addresses, telephone numbers and/or email addresses as compiled by JAL and deliverable in hard copy, soft copy, via App or on or by other media.
- 1.8. “Directory Enquiries” means any service accessible by the public whereby the telephone number of the Customer can be obtained by the giving of a name and/or address and/or email address.
- 1.9. “FUP” means any fair usage policy relating to the expected and /or actual use of a Service by the Customer as available from JAL’s offices or On-line or as provided to the Customer.
- 1.10. “ISDN” means the Integrated Services Digital Network.
- 1.11. ‘Minimum Contract Period’ means:
  - 1.11.1. a period of twelve months from the commencement of the Services or such other period as may be stated in the Application Form; or
  - 1.11.2. any remaining minimum contract period relating to a Service where JAL has permitted the Customer to take over the Service, without break or without alteration of that Service by JAL, from another customer.
- 1.12. “NTP” means the Network Terminating Point(s) which is/are supplied, installed, maintained and owned by JAL or any third party appointed by JAL to enable the termination of any cables which are used to deliver the Service to the Premises.
- 1.13. “NTU” means the master Network Terminating Unit which is supplied, installed, maintained and owned by JAL or any third party appointed by JAL and connected to the NTP to allow connection of Customer Equipment to a Service.
- 1.14. “ONT” means the Optical Network Terminal which is supplied, installed, maintained and owned by JAL or any third party appointed by JAL to enable the termination of fibre cables used to deliver a Service to the Premises.
- 1.15. “Premises” means the Customer premises or locations at which the Services are to be provided.
- 1.16. “Privacy Policy” means JAL’s privacy policy available at <https://www.Airtel-vodafone.com/privacy-and-cookies> or available by contacting JAL at Data.Protection@Airtel-vodafone.com or from our shop at 1/3/5 Castle Street St Helier Jersey JE2 3BT or 45 High Street, St. Peter Port, Jersey, as amended from time to time
- 1.17. “Product Description” means the documentation issued by JAL describing the specifications, SLA’s and/or any other particulars of the Services.
- 1.18. “PSTN” means the Public Switched Telecommunications Network.
- 1.19. “Service Charges” means the sums charged to the Customer by JAL including taxes where applicable (such as goods and services tax and other), for the provision and use of a Service.
- 1.20. “Services” means the provision by JAL of a Telephone Line or lines and / or Telecommunications Apparatus enabling the Customer to connect to the PSTN and / or ISDN and / or SIP and any associated basic Directory listing or any other service selected by the Customer to be supplied by JAL where these

T&Cs apply.

- 1.21. “SLA” means a service level agreement made between JAL and its Customers together with any schedule(s) and/or any Customer-specific service level agreement, relating to the level or type of support and customer service that JAL agrees to provide to its Customers or a particular Customer (as applicable) for the relevant service(s) provided or equipment supplied to Customer(s), the terms of which together with any amendments, variations or additions thereto, are published from time to time and available on-line or at JAL’s office(s) in Jersey.
  - 1.22. “SIP” means Session Initiated Protocol.
  - 1.23. “T&C” means these terms and conditions, the Application Form and any other documentation provided by JAL in relation to the Services.
  - 1.24. “Telecommunications Apparatus” means any apparatus, equipment or wiring used to deliver a Service to the Premises, up to and including the NTP and ONT, or as otherwise identified by JAL.
  - 1.25. “Telephone Line” means the connection between the telephone exchange forming part of the PSTN / ISDN / SIP provided by JAL or any third party and the NTP or ONT as appropriate.
  - 1.26. “Type Approved Equipment” means any apparatus which has been approved by the British Approvals Board for Telecommunications (BABT) or approved by JAL for use in connection with the Service.  
In these T&C:
    - 1.27. The singular shall include the plural and vice versa;
    - 1.28. The masculine shall include the neuter and the feminine and vice versa;
    - 1.29. The headings and titles herein are purely for convenience only and shall not affect the interpretation of the Agreement;
    - 1.30. Any reference in the Agreement to any condition shall be construed as a reference to the condition in the Agreement unless expressly stated.
- ## 2. COMMENCEMENT OF SERVICES, SCOPE AND TERM
- 2.1. Customer shall execute an Application Form for provision of Services. If any of the Customer’s details are unknown at the time of signing up, then such details will be inserted into the Application Form by JAL subsequently and such insertion shall not affect the validity of the Application Form or the T&C. Customer shall immediately inform JAL of any change in the particulars mentioned in the Application Form, including any change in billing address etc. Please note that in order to avail the Services, the Customer must have subscribed to our fixed data services and the Services shall be availed by the Customer in conjunction with the fixed data services (and not standalone).
  - 2.2. Unless otherwise expressly agreed in writing or provided for by law or regulation, these T&C shall have effect from the earlier of:
    - 2.2.1. execution of the Application Form; or,
    - 2.2.2. commencement of the Services, whichever is earlier and shall continue until the Services are terminated in accordance with the terms hereof.
  - 2.3. Nothing in this clause shall prevent either party from terminating the Contract in accordance with clause 10 below.
  - 2.4. Each Customer identified in the Application Form shall be jointly and severally liable for the obligations under the T&C.
  - 2.5. The Customer shall ensure that the Services are only used, in accordance with the T&C and any other FUP and other guidelines issued by JAL;
  - 2.6. The Customer shall insure, at its own cost, all Telecommunications Apparatus and Customer Equipment located at the Premises and shall only use Type Approved Equipment for the purpose of utilizing a Service;
  - 2.7. The customer shall enter into an appropriate contract with any other telecommunications provider that provides part or parts of the Service or Telecommunication Apparatus;
  - 2.8. The Customer shall comply with JAL’s reasonable requests for assistance in order to diagnose existing or potential faults and allow JAL or any third party appointed by JAL full and convenient access to the Telecommunications Apparatus, NTU, ONT and associated wiring at all reasonable times in order to rectify any fault with a Service as reported to it by the Customer or to carry out any and all necessary work(s) in relation to the Service(s);
  - 2.9. The Customer shall:
    - 2.9.1. provide suitable premises and conditions for the Telecommunications Apparatus in accordance with

- JAL's instructions and use the Telecommunication Apparatus in accordance with the manufacturer's and / or JAL's recommendations;
- 2.9.2. immediately notify JAL should the Customer know or suspect any unauthorized access or use of the Services;
  - 2.9.3. be responsible for all and any charges of any nature that may be incurred by JAL as a result of any use, authorised or not, of the login code and / or password and / or the landline number;
  - 2.9.4. be responsible for all damage or loss caused to JAL or third parties by misuse of a Service other than due to the acts or omissions of JAL its employees, agents and / or subcontractors;
  - 2.9.5. take all necessary steps to warn all persons at the Premises of the dangers associated with provision of a Service and shall take proper and sufficient care in training personnel in the handling of the Telecommunications Apparatus where such handling is necessary;
  - 2.9.6. take all reasonable and proper precautions to protect the health and safety of JAL's personnel or personnel of any other service or equipment provider nominated by JAL, while at the Premises;
  - 2.9.7. take all appropriate measures to safeguard the security of data sent by means of a Service;
  - 2.9.8. be responsible for any remedial and / or decorative works after installation of the Telecommunications Apparatus, NTU and/or ONT; and
  - 2.9.9. provide, if necessary and at its own cost, a suitable power supply, connection points and / or earthing point, acceptable to JAL, for use with a Service.
- 2.10. The Customer shall not by themselves or otherwise:
- 2.10.1. tamper with, move, modify, or interfere with the Telecommunications Apparatus without the written consent of JAL;
  - 2.10.2. use a Service in breach of any terms of any license applicable to the Customer or JAL;
  - 2.10.3. use a Service fraudulently or in connection with a criminal offence or to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
  - 2.10.4. use a Service to access, transmit, publish, display, advertise or make available material which infringes copyright or any other intellectual property right held in any country, is obscene or pornographic, contains threats of any kind, is defamatory in any way or breaches confidence, which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;
  - 2.10.5. sell, transfer or assign any of the telephone numbers associated with a Service to any other party without the prior written agreement of JAL; or
  - 2.10.6. use a Service for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect JAL or any third party.
- 3. USE AND PROVISION OF SERVICES**
- 3.1. Customer must comply with all applicable laws and regulations in relation to the use of the Services and shall not use the Services in any unlawful manner or to transmit any content that is prohibited by any applicable laws.
  - 3.2. The Services are provided for Customer's personal use only. Customer may not, without the express written permission of JAL, re-sell the services procured from JAL to any third party or permit any third party access to the Services.
  - 3.3. Customer shall be responsible for any content transmitted through the Services, including any unauthorized use of the Services. Customer is responsible for the security of user ID and password/ landline number used to access the Services and for the security of any wireless access devices you utilize with the Services.
  - 3.4. The Services are provided in accordance with the T&C and does not include the provision of Customer Equipment unless specified on the Application Form. If Customer Equipment is provided as part of a Service then it shall be subject to such additional terms as may be prescribed by JAL. JAL may provide the Services and Customer Equipment itself or through other telecommunication/ equipment providers. JAL shall not be liable for the conduct of any third party equipment or service provider.
  - 3.5. JAL reserves the right to vary the Product Description, SLA or technical specification of the Service at any time.
  - 3.6. JAL may, at its discretion, provide additional services to the Customer in conjunction with or related to a Service and / or terminate the provision of any services to the Customer, and / or take or not take any other action relating to the Customer on the basis of instructions received by telephone. JAL will use its reasonable endeavors to ensure that instructions purporting to be from the Customer are indeed from the Customer. However, provided that JAL has acted in good faith, JAL accepts no liability, and the Customer shall be responsible for all and any sums payable, in respect of any services provided or terminated or any action taken or not taken in reliance of telephone instructions received by JAL.
  - 3.7. JAL will deliver a Service to the Premises using the most appropriate method, medium or technologies as decided by JAL at its sole discretion.
  - 3.8. The NTP and the NTU or ONT will normally be installed at the same location in the Premises. The NTU or ONT can only be installed at an alternative location within the Premises if the Customer provides additional wiring to that location at its own expense which conforms to the relevant standards required by JAL. Customer Equipment must only be connected to a Service via the NTU or ONT.
  - 3.9. JAL is not responsible for the provision and/or maintenance of extension wiring and/or additional socket outlets. Extension wiring and / or additional socket outlets where applicable must conform to the relevant standards required by JAL, and must be supplied installed and maintained by the Customer at the Customer's own cost and must only be connected to a Service via the NTU or ONT.
  - 3.10. The Customer may replace the NTU that is supplied and installed by JAL at the Customer's own expense in which case any such replacement NTU will not be maintained by JAL provided always that the replacement NTU meets JAL's specifications for connection to a Service.
  - 3.11. JAL does not guarantee that a Service will enable the Customer to make a Call to all destinations available on the PSTN, SIP and ISDN or that a Call can be made to the access numbers associated with a Service from all points of access to the PSTN, SIP and ISDN.
  - 3.12. JAL does not guarantee that all facilities accessible via the PSTN, SIP and ISDN will be available to the Customer.
  - 3.13. The whole of the Telecommunications Apparatus, to the extent provided by JAL or any third party nominated by JAL shall remain the property of JAL and shall solely and exclusively be maintained, dealt with and/ or moved by JAL.
  - 3.14. Where by reason of a fault with the PSTN, ISDN, SIP or Telecommunications Apparatus a Service has failed to operate in accordance with the Product Description, JAL will, at no additional charge to the Service Charge, repair the same within a commercially reasonable time and in a commercially reasonable manner in accordance with the appropriate SLA (if applicable). If any part of the Telecommunications Apparatus located at the Premises is damaged or tampered with by persons other than JAL or any third party appointed by JAL, then the Customer shall be liable to pay for the cost of repair and/or replacement of such Telecommunication Apparatus.
  - 3.15. JAL reserves the right without penalty, to alter the names, codes or numbers allocated from time to time by JAL for use in connection with a Service and all and any such names, codes or numbers remain the property of JAL..
  - 3.16. The Customer acknowledges and accepts that provision of a Service may involve the carriage of a high intensity light source or electric current which energies are dangerous and may cause serious injury or death if not handled properly.
  - 3.17. Where the Customer comprises more than one person JAL reserves the right to provide information with respect to a Service provided to the Customer to any of the persons named in the Application Form.
  - 3.18. JAL reserves the right to disclose the name, address, telephone and / or facsimile numbers and / or e-mail address

of the Customer to any person/ authority/ entity making any complaint or enquiry in relation to use of the Service, or in an emergency, to the emergency services.

- 3.19. JAL reserves the right without penalty to limit, the Service that it reasonably suspects to be of a malicious nature or which threatens the stability of its network including.
- 3.20. The Customer acknowledges that JAL is unable to exercise control over the content of data made available to, accessed by, transmitted by, or published by the Customer.
- 3.21. Save where termination is notified by the Customer to JAL under clause 10.2 below, if: (a) the Customer terminates the Contract during the Minimum Contract Period; or (b) pursuant to clause 4 or Clause 10 below, JAL either cancels a Service during the Minimum Contract Period or suspends or limits a Service during the Minimum Contract Period and does not reinstate it, the Customer shall, even if JAL has terminated the Contract pursuant to clause 10 below by reason of the matter giving rise to the cancellation, suspension or limitation of a Service, pay a sum equal to the Service Charge and any extra charges which would have been payable to JAL for the balance of the Minimum Contract Period.

#### 4. SUSPENSION OF A SERVICE

- 4.1. JAL may (without prejudice to any other right or remedy) suspend, limit or cancel a Service to the Customer without penalty and with immediate effect:
  - 4.1.1. during any technical failure, modification or maintenance of a Service or where it is unable to provide a Service for reasons beyond its control or otherwise for reasons not its fault provided that JAL will use its reasonable endeavors to procure resumption of a Service as soon as reasonably practical;
  - 4.1.2. if the Customer fails to observe or perform the T&C or acts in breach of applicable law;
  - 4.1.3. where JAL is unable to provide the Services for reasons beyond its control;
  - 4.1.4. if the Customer causes or is likely to cause any failure, interruption, disruption or congestion of any telecom network, system, or service (whether of JAL or otherwise);
  - 4.1.5. if JAL has reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally or for unlawful purposes;
  - 4.1.6. if JAL has reasonable grounds to believe that the Customer has provided JAL with false, misleading or incomplete details about him- or herself or any other person who may use a Service (including, but not limited to, name, current and previous address(es), date of birth, telephone numbers, employment information and bank and credit or debit card information) when the Customer applied for a Service or thereafter or that the Customer has failed to tell JAL if any of these details have changed.
- 4.2. Notwithstanding any suspension, limitation or cancellation of a Service under this clause the Customer shall remain liable for all charges due hereunder throughout the period of suspension, limitation or cancellation unless JAL at its sole discretion determines otherwise. In the event the Service is re-connected or re-instated, the Customer shall remain liable in respect of all reconnection or reinstatement charges raised.

#### 5. CHARGES AND PAYMENT

- 5.1. The provision of Services is contingent on timely payment of Service Charges by the Customer. Service Charges shall be as mentioned in the Application Form or as may be prescribed by JAL from time to time. The Service Charges shall comprise any connection charge for a Service, whether initial or after suspension, limitation or cancellation, and rental charge (payable in advance) for a Service where such charges depend on the relevant service options selected in the Application Form and charges for Calls.
- 5.2. Where the Customer requests work to be carried out which is not included in the Service Charges JAL may charge additional sums. JAL will, for example, make extra charges where:
  - 5.2.1. it installs additional wiring at the Customer's premises other than that required to provide the

- Service;
- 5.2.2. it repairs or traces a defect or fault to any wiring owned or maintained by the Customer that is used to extend the location of the NTU or ONT remotely from the NTP;
- 5.2.3. it repairs any Customer Equipment where such repair is not covered by any other agreement between JAL and the Customer;
- 5.2.4. it responds to a fault report and no fault is found to exist;
- 5.2.5. repair of a fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract;
- 5.2.6. it corrects any defect or fault caused by the Customer or anyone using a Service; or
- 5.2.7. it repairs Telecommunications Apparatus located at the Premises that is damaged other than by JAL, its employees or agents.

- 5.3. Service Charges and/or additional sums are payable in full on demand or as otherwise agreed between the Customer and JAL.
  - 5.4. JAL reserves the right to charge an administration fee in addition to the Service Charges where the Customer chooses to receive a paper copy of a bill
  - 5.5. JAL will charge a late payment fee on any balances which remain unpaid after the due date.
  - 5.6. For the purposes of credit referencing and fraud prevention, JAL reserves the right from time to time during the term of the Contract to:
    - 5.6.1. make searches about the Customer at credit reference agencies and elsewhere to verify the Customer's identity and to help JAL to decide whether to accept the Customer's application for Service and/or to continue to provide Service to the Customer;
    - 5.6.2. use (and share with debt collection agencies and appropriate authorities) the Customer's details for the purpose of collecting debts, preventing and detecting fraud and seeking to recover damages and costs arising from fraud or other unlawful activity on the part of the Customer;
    - 5.6.3. record, and pass to the appropriate authorities, details of any false or inaccurate information provided by the Customer or where JAL suspects fraud or any other unlawful or improper activity on the part of the Customer; and pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud or any unlawful activity.
  - 5.7. If the Customer has been provided with any discount or subsidy on the basis that the Customer also avails other services from JAL (such as voice mobile connection) then, in case of early termination of Services (including if the Customer terminates the Contract during the Minimum Contract Period), then the entire discount and/or subsidy provide by JAL shall be withdrawn and the Customer shall be liable to pay to JAL the full services charges and charges for any Telecommunication apparatus and other services at the full rate as if no discount or subsidy had been provided.
  - 5.8. In addition to charging taxes where applicable in respect of the supply of Services, JAL will, where applicable, charge the Customer taxes in respect of the supply of other goods and/or services under this Agreement and the Customer will pay that amount in addition to the charges for those other goods and/or services.
  - 5.9. Where the Customer requests additional services to be used in conjunction with a Service, JAL may charge additional sums.
  - 5.10. JAL may request the payment of a surety deposit from the Customer, to be used if the Service Charges are not paid by the Customer pursuant to the T&Cs. This will be repaid when the Customer has established a satisfactory payment history for a Service at JAL's sole determination.
- #### 6. AMENDMENTS AND ASSIGNMENT
- 6.1. JAL reserves the right to vary the terms of the T&C, the Service Charges and/or any other Product Description or charge at its discretion, with or without notice, but in each case, in accordance with any applicable law or regulations.
  - 6.2. Any updated T&C, Product Description or Service Charges



shall be effective from the date they are published on the website of JAL or such other date as may be specified by JAL in writing.

- 6.3. The Customer shall not assign the Contract without the prior written consent of JAL.
- 6.4. JAL reserves the right to assign all or part of the Contract to any person and / or to sub-contract any of its obligations hereunder upon giving 28 days' notice to the Customer save that JAL may subcontract the provision or repair of Telecommunications Apparatus without prior notice.
- 6.5. JAL may increase any or all of the Service Charges where such amendment is a direct result of a change in applicable taxes, levies, cesses or any other statutory charges. Any such change in Service Charges shall be notified by publishing it on JAL's website and shall be effective from the date mentioned in such notification.

## 7. EXCLUSION AND LIMITATION OF LIABILITY

- 7.1. The Services are provided on an AS IS-WHERE IS basis with no guarantee, warranty or representation regarding its fitness of any purpose or merchantability. JAL does not warrant that the services shall be error free or uninterrupted. JAL excludes all liability of any kind for Customer's content or for third party content or for third party acts or omissions or for any services/ equipment provided by third party (whether in conjunction with the Services or otherwise). JAL will make best efforts to provide the Service as the quality standards claimed, however, JAL cannot guarantee any specific quality/ speed that Customer will receive as it is dependent on the technical and physical characteristics of the exchange line, the condition of internal wiring and the distance of Premises is from the exchange or street cabinet and other factors beyond JAL's control. JAL shall not be liable, in any manner whatsoever, for any loss suffered by Customer in relation to use of the Services or any deficiency in the Services.
- 7.2. The provisions of this Clause 7 set out JAL's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors and any third party authorized by JAL to provide any part of the Telecommunication Apparatus and/or Services) to the Customer in respect of any breach of contract, misrepresentation, tortious act or omission including negligence or otherwise arising under or in connection with the provision of a Service. The Customer's attention is in particular drawn to these provisions.
- 7.3. JAL does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 7.4. Without prejudice to the generality of the foregoing, JAL shall not be liable to the Customer or to any other person for:
  - 7.4.1. any defect in, poor quality of, unavailability, interruption or discontinuance of a Service or any website or e-mail address (and without prejudice to the generality of the foregoing and, JAL shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than three days;
  - 7.4.2. any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or consequential loss (including but not limited to loss or damage to data, equipment or property even if in the care, custody or control of JAL) whether direct, indirect, foreseeable or unforeseeable; or
  - 7.4.3. any use of a Service by or activities of the Customer, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any domain name) infringe obscenity laws, constitute threats, are in any way defamatory or are illegal or give rise to any liability in any way.
- 7.5. JAL is not responsible for maintaining any insurance cover of any nature to cover any loss by the Customer or any other party arising from the provision or unavailability of a Service or otherwise and any such insurance cover shall be the responsibility of the Customer.
- 7.6. If any exclusion or limitation of liability contained in this clause is invalid and JAL becomes liable for any loss or damage, the Customer (acknowledging that JAL is not able

to evaluate any potential loss to the Customer) agrees that JAL's liability for any one event or series of events shall in any event be limited to the Service Charges due and payable by the Customer for the Minimum Contract Period.

- 7.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 7.8. The Customer agrees to indemnify JAL and hold JAL harmless in respect of all actions, claims, liability, costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim or action brought against JAL by any third party located in any jurisdiction or that JAL may incur or sustain or suffer arising from any use of a Service provided to the Customer (by either the Customer or any other party) constituting any unlawful act or otherwise giving rise to any liability. The Customer shall immediately notify JAL in writing of any such claims of which it becomes aware. The Customer further agrees to offer all reasonable assistance to JAL in defending such claims at the sole expense of the Customer. Further, the Customer agrees to offer JAL all possible assistance in respect of JAL defending any third party claims covered under this clause.

## 8. FORCE MAJEURE

- 8.1. JAL shall not be liable in respect of any breach of the Contract due to any event the occurrence of which JAL 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.

## 9. NOTICES

- 9.1. All bills, notices and communications by JAL 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 JAL 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 JAL or from which any communication by the Customer to JAL was dispatched or issued or otherwise last known to JAL. 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:
  - 9.1.1. in the case of dispatch by e-mail, text message, facsimile transmission or other instantaneous electronic communications, immediately upon transmission by the Service Provider;
  - 9.1.2. 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
  - 9.1.3. in the case of dispatch by post, five days after it was posted by JAL.
- 9.2. All notices and requests from the Customer to JAL shall be in writing and sent to Jersey Airtel Limited, Customer Services Department, 1/3/5 Castle Street St Helier Jersey JE2 3BT unless JAL specifies to the Customer otherwise. JAL shall be entitled to regard as ineffective and invalid any notice or request of the Customer the receipt of which by JAL has not been confirmed by JAL to the Customer.
- 9.3. In addition to 9.2 above, JAL may give notice of any amendment, variation or supplement to the Agreement or any other published terms and conditions of JAL by publishing such notice in any newspaper with a mass circulation in Jersey, posting such notice on any internet website maintained by JAL or otherwise by making such notice public in any manner deemed appropriate by JAL.

## 10. TERMINATION

- 10.1. The T&C and Services may be terminated immediately by JAL without penalty to itself if the Customer:
  - 10.1.1. fails to satisfy JAL with regard to any credit check undertaken in respect of the Customer;
  - 10.1.2. fails to pay when due any sum payable under the Contract or any other agreement or contract made between the Customer and JAL;
  - 10.1.3. becomes bankrupt within the meaning of applicable

- law or otherwise commits any act indicative of insolvency under the law of any jurisdiction or enters into any composition with its creditors;
- 10.1.4. is declared en désastre or passes any special resolution to enter into voluntary liquidation or is placed into compulsory liquidation by act of the Royal Court of Jersey or a summons or process is served upon the Customer with the intent of obtaining any such order or the Customer becomes bankrupt or otherwise commits any act indicative of or analogous to insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Jersey or elsewhere;
- 10.1.5. fails to observe or perform the T&Cs or the conditions of any other agreement or contract made between the Customer and JAL and where capable of remedy, fails to remedy such breach as soon as possible and in any event within 28 days after the date that JAL serves written notice on the Customer in relation to such breach;
- 10.1.6. uses a Service in a manner which is unsafe or which has not been approved by JAL;
- 10.1.7. uses a Service fraudulently or in connection with a criminal offence or unlawful purpose;
- 10.1.8. makes improper use, within the meaning of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of a Service;
- 10.1.9. does or allows to be done anything which in JAL's opinion will or may have the effect of jeopardizing the operation of the telecommunications system provided by JAL to any of its customers;
- 10.1.10. connects equipment other than Type Approved Equipment to a Service; or
- 10.1.11. enters into a contract with another telecommunications provider for part of a Service and such contract is suspended or terminated.
- 10.2. The T&C may be terminated by the Customer if:
- 10.2.1. JAL unreasonably exercises its rights of variation or suspension, by the Customer giving written notice to JAL within 14 days of the notice of variation or suspension;
- 10.2.2. JAL exercises its rights of variation of the technical specification of a Service such that performance of the same is materially degraded, such termination to be on 14 days' written notice without further obligation; or JAL fails to observe or perform its obligations under the Contract and fails to remedy such breach as soon as possible and in any event within 28 days after the date that the Customer serves written notice on JAL in relation to such breach, by giving written notice to JAL of such termination.
- 10.3. Either party may terminate the T&C for convenience provided always that the party wishing to terminate the Contract gives to the other party written notice of its intention to do so; in the case of either party one calendar months' notice prior to the effective date of the purported termination of the Contract will be sufficient.
- 10.4. Termination of the T&C shall not affect any rights of either party to enforce any term hereof which right has accrued prior to the effective date of termination.
- 11. MISCELLANEOUS**
- 11.1. The Customer may, by notifying JAL in writing, request that their details be published (or "Listed") in the Directory, On-line (including, but not limited to the internet), in an App or to make the same available to third parties for related services or through Directory Enquiries. Or, where the Customer was previously Listed, JAL shall remove the reference as soon as reasonably practicable. Unless notified in accordance with this clause, the Customer will not be Listed in the Directory, On-line or in an App.
- 11.2. We will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy can be found on our website at <https://www.Airtel-vodafone.com/privacy-and-cookies> or available by contacting us at [Data.Protection@Airtel-vodafone.com](mailto:Data.Protection@Airtel-vodafone.com) or from our shop at Jersey JAL 1/3/5 Castle Street St Helier Jersey JE2 3BT or 45 High Street, St. Peter Port, Jersey.
- 11.3. The Customer acknowledges receipt of such notice and agrees that a copy of the notice shall be made available to any natural person in relation to whom JAL receives personal information in relation to the Contract.
- 11.4. This Contract and the Privacy Policy, 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.
- 11.5. If any part or any provision of this Contract 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 this Contract. No waiver by either party to any provisions of the Contract 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 Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions to the Contract.
- 11.6. The laws of the Bailiwick of Jersey shall govern this Contract, 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 this Contract.