

Jersey Telecom *Freedom* Pay-As-You-Go Mobile Phone Service and On-line Top-up Service Terms & Conditions

Please read the following terms and conditions very carefully as they form the basis of the Service Agreement for all "Freedom" pay-as-you-go (prepaid) mobile telephone services and on-line top-up services provided by us.

You should only use your "Freedom" Service and On-line Top-up Service if these terms and conditions are acceptable to you.

1. Definitions

In this agreement:

"Account" means the "Freedom" account in which we record the credits and charges made using the SIM Card;

"Account top-up" means an action undertaken by you to add Credits to your Account including by using the On-line Top-up Service (if applicable);

"Agreement" means the agreement between you and us for the supply of the *Freedom* Service and the On-line Top-up Service (if applicable) to which these terms and conditions will apply;

"Application Form" means the completed application form for the On-line Top-up Service as signed by the Customer and submitted to Jersey Telecom;

"Chargeable Services" means any services forming part of the *Freedom* Service for which charges are payable;

"Charges" or "call charges" means the charges, including GST where applicable, for the use of the *Freedom* Service;

"Credits" means amounts credited against your account when (i) you buy a "Freedom" Top-up Card and register it with us by methods described in the *Freedom* Service guide or (ii) you top-up your account by using the On-line Top-up Service in accordance with the On-line Top-up Guide or as otherwise specified by us;

"Customer" means the person using the *Freedom* Service;

"Equipment" or "Handset" means any mobile phone or other equipment approved for connection to the Network which is used to give you access to the *Freedom* Service;

"*Freedom* Service" means the basic service providing two-way communication of speech by wireless telegraphy via the Network and such other telecommunications services that Jersey Telecom may choose to make available including where appropriate (but not limited to) Roaming, voicemail, text messaging, GPRS, MMS and WAP;

"GST" means Goods and Services Tax charged, where applicable, by Jersey Telecom to the Customer at a rate of 3% of the cost of Services supplied, pursuant to the Goods and Services Tax (Jersey) Law 2007 and/or the Goods and Services Tax (Jersey) Regulations 2007.

"Jersey Telecom" means Jersey Telecom Limited having its office at P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey, JE4 8PB, including its successors or assigns;

"Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.

"On-line Top-up Service" means the on-line prepaid debit card or credit card top-up service provided by us to Registered Customers;

"Network" means the Jersey Telecom GSM mobile communications system;

"Registered Customer" means any Customer who is registered to use the On-line Top-up Service;

"Roaming" means the use of the *Freedom* Service on a GSM system other than on the Network in Jersey;

"Service" means the *Freedom* Service and, for Registered Customers, the On-line Top-up Service provided to you by us;

"SIM card" means the smart card supplied to you by Jersey Telecom to enable you to access Services;

"Top-up Card" means the *Freedom* Service top-up card which you can purchase, the face value amount of which can be credited against your Account;

"Usage Policy" means any policy relating any customer's expected or actual use of the Service as published on our website, www.jerseytelecom.com and / or made available at our offices;

"we", "us" and "our" means Jersey Telecom; and

"you" and "your" means the Customer.

2. Our Agreement

2.1. This Agreement begins at the time that we accept your request for the Service, deemed to be when you make, or attempt to make, your first call and, in relation to the On-line Top-up Service, when your Application Form is accepted by us and you are registered to use the On-line Top-up Service;

2.2. The Agreement will remain in effect whilst you continue to use the Services subject to the conditions contained in Section 6 of this Agreement.

2.3. We can cancel this Agreement immediately if either of the following happen:

- (a) you break an important condition of this Agreement or a number of less important conditions; or
- (b) any licence to run the Network is ended.

3. Providing the *Freedom* Service

3.1. We will open an Account for your SIM card. We will allow you to add credit to your Account and will deduct Charges from the Credits as you use the Service.

3.2. We will provide you with the *Freedom* Services described in the *Freedom* Service guide, or any other services that we choose to make available.

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- 3.3. We will try to always make the *Freedom* Service available to you, but sometimes it may be affected by things out of our control, for example, local physical obstructions, weather, the type of Handset being used, or faults in other telecommunication networks to which the Network is connected.
- 3.4. We will configure your SIM Card so that your Equipment will be automatically updated with relevant Network settings whenever you replace the Equipment used to access the Service.
- 3.5. The *Freedom* Service is made available provided:
 - (a) it is not used for anything illegal, immoral or improper;
 - (b) it is not used to make offensive or nuisance calls or to make or receive reverse charge calls;
 - (c) it is not used 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;
 - (d) it is not used 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 other users of any telecommunications system;
 - (e) it is used in accordance with our Usage Policy and / or any other instructions provided by us;
 - (f) it is only used with Equipment approved for use with the Network and all relevant laws and rules are followed;
 - (g) you comply with any reasonable requests, in particular, in relation to the investigation of fraud or other offences; and
 - (h) you are within range of base stations forming part of either the Network or any other telecommunication operator's GSM system that has a Roaming agreement with us for the *Freedom* Service.
- 3.6. Where part or parts of the *Freedom* Service will be provided and / or supported by a telecommunications provider other than Jersey Telecom, we shall not be responsible for those parts so provided.
- 3.7. We do not guarantee that the *Freedom* Service will enable you to make a Call to all destinations available on the Network or that a Call can be made to the access numbers associated with the *Freedom* Service from all points of access to the Network.

4. Providing the On-Line Top-Up Service

- 4.1. We will provide On-line Top-Up Services only to Registered Customers.
- 4.2. Any Customer wishing to use the On-line Top-Up Service must first register using the online Application Form found on the Online Top-up website.
- 4.3. Any Customer who is aged 16 and over holding (and who may legally use) a valid debit card or credit card (excluding American Express) and who is normally resident in Jersey may apply to be registered to use the On-line Top-Up Service.
- 4.4. In your Application Form, you may nominate up to five Accounts for the purposes of the On-line Top-Up Service. Registered Customers may purchase Credits for any or all of their nominated Accounts (subject to a maximum of 5 Accounts) and may pay for Credits with a valid debit card or credit card provided that the Registered Customer specifies the amount of Credits to be allocated to each Account, which must total the amount to be debited from the debit card or credit card.
- 4.5. We will try to always make the On-line Top-Up Service available to Registered Customers for 24 hrs a day and 365 days a year but sometimes the On-line Top-Up Service may be affected by things out of our control, for example, faults in other telecommunication networks causing disruption or interruption to the access websites or the actions of other parties providing services to us to enable us to provide the On-line Top-Up Service.
- 4.6. A Registered Customer will only be able to buy Credits using the On-line Top-up Service up to the maximum total as stated on the Online Top-up website.
- 4.7. We will be entitled to accept the instructions to buy Credits using the On-line Top-up Service where a correct user name and password has been entered (whether by the Register Customer or any other person) and valid debit card or credit card details have been provided (whether or not owned by the Registered Customer) without any further enquiry or responsibility on our part.
- 4.8. We may refuse to accept an instruction to buy Credits using the On-line Top-up Service in the event that we cannot verify the debit card or credit card details entered.
- 4.9. Apart from the charge(s) to any debit card or credit card used to buy any Credits using the On-line Top-up Service, for which the Registered Customer (and, if applicable, a parent / guardian) will be responsible, there will be no other charges for using the On-line Top-up Service.
- 4.10. A Registered Customer must not disclose to any other person his / her username and / or password and must not let any other person use the On-line Top-Up Service on the Registered Customer's behalf. If you believe that your password is known to anyone else, you must notify us immediately and, if you wish to

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continue using the On-line Top-Up Service, re-register a new password with us. On your notification, we will suspend the use of the password in connection with On-line Top-Up Service.

- 4.11. If you incorrectly enter your password on three attempts, we will suspend your On-line Top-Up Service until 0800 on the following day.
- 4.12. You will be responsible, and will indemnify us in respect of, all Charges and for any loss or damage suffered by you or any other person as a result of the fraudulent use, misuse or abuse (whether by you or any other person) in any jurisdiction of, or in connection with, the On-line Top-up Service and / or from the fraudulent use, misuse or abuse in any jurisdiction of any debit card or credit card (whether your own or any other persons) to buy Credits using the On-line Top-up Service; for instance, where a debit card or credit card is being used without the permission of the card owner.

5. Your Account

- 5.1. As Charges are incurred they will be deducted from amounts credited against your Account. Charges are normally deducted at the time a call is made or as the *Freedom* Service is being used. In some circumstances, Charges may be deducted at a later time. You are responsible for all Charges correctly deducted in accordance with this clause.
- 5.2. When all Credits on your Account have been used up you will not be able to make chargeable calls or use Chargeable Services until an Account top-up has been undertaken. You will still be able to make calls to the emergency services and receive calls subject to the conditions contained in Section 6 of this Agreement.
- 5.3. To make a chargeable call, or use other Chargeable Services you must have sufficient Credits on your Account to enable you to make a call of one minute's duration or pay for the Chargeable Service. No interest will be paid on Credits.
- 5.4. In the event of any disagreement between you and us in relation to the amount of Credits left on your Account, our records will prevail.

6. Suspension or Disconnection of the Service

- 6.1. You must undertake an Account top-up at least once every 548 days (18 Months) to allow you to use the Service and to remain connected to the Network. Failure to do so will result in your Service becoming suspended and you will not be able to make or receive calls, or use Chargeable Services.
- 6.2. When your Service is suspended you have 183 days (6 Months) during which you may reactivate it by contacting us and undertaking an Account top-up. If you do not contact us within 183 days (6 Months) of your Service becoming suspended we will disconnect your Service and your mobile phone number and any outstanding Credits will be lost.
- 6.3. We may suspend the Service or disconnect any SIM card from the Network without warning if:
 - (a) the Network breaks down or needs maintenance. (We will try to make sure this does not happen often.);
 - (b) you do not or someone who uses your SIM card does not keep to the conditions of this Agreement or any other Agreement with us; or
 - (c) we have reasonable grounds to suspect that the Service is being used fraudulently or illegally;
 - (d) where we, in our sole opinion, suspect or have reasonable grounds to suspect that the usage of the Service is disproportionate or abnormal compared to the usage that would be expected from a normal user of the Service; or
 - (e) you or anyone who uses your SIM card damages the Network or any other telecommunications system or puts it at risk, or abuses or threatens our staff.
- 6.5. We may suspend or end (as we see fit) the On-line Top-up Service without warning if we consider that:
 - (a) it is being fraudulently used, misused or abused in any way (whether by you or any other person) in any jurisdiction;
 - (b) any debit card or credit card (whether your own or any other person's) used to buy Credits is being fraudulently used, misused or abused in any way in any jurisdiction; for instance, where we believe that a debit card or credit card is not being used without the permission of the card owner; and/or
 - (c) it is necessary for any security reasons; for instance, your password has been entered incorrectly three times or we consider that someone else is using your On-line Top-up Service with or without your knowledge.

7. Limitation of Liability

- 7.1. The following provisions set out our entire liability (including any liability for the acts and omissions of our employees agents and sub-contractors) to you 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 the Service. **Your attention is in particular drawn to these provisions.**
- 7.2. We do not exclude or restrict liability for death or personal injury resulting from our own negligence.
- 7.3. We shall not be liable to you or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of the Service except as provided in 7.2 above. Whilst we will use our reasonable endeavours to maintain the quality of the Service and to ensure that the Service is available at all times we make no representation or warranty in relation thereto.

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- 7.4. Without prejudice to the generality of 7.2 or 7.3, we shall not be liable to you or to any other person for:
- (a) any defect in, poor quality of, unavailability, interruption or discontinuance of the Service or any website or e-mail address (and without prejudice to the generality of the foregoing and 7.2, we shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);
 - (b) 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 our care, custody or control) whether direct, indirect, foreseeable or unforeseeable;
 - (c) any use of the Service by you or through your activities, 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; and
 - (d) Any loss or damage whatsoever, howsoever and wherever caused arising indirectly or directly in connection with any fraudulent use, misuse or abuse of the On-line Top-up Service and/or any fraudulent use, misuse or abuse of any debit card or credit card used (whether or not your own) for the purposes of buying Credits using the On-line Top-up Service.
- 7.5. We are not responsible for maintaining any insurance cover of any nature to cover any loss by you or any other party arising from the provision or unavailability of the Service or otherwise and any such insurance cover shall be your responsibility.
- 7.6. We will not be liable to you if we cannot carry out our duties or provide Services because of something beyond our control including (but without limitation): act of God, pandemic, inclement weather, flood, lightning or fire, industrial action or lockouts; the act or omission of Government, highway authorities, or other competent authority; war, military operations vandalism or riot; the act or omission of any party for whom Jersey Telecom is not responsible and national and/or civil emergencies.
- 7.7. If any exclusion or limitation of liability contained in this clause is invalid and we become liable for any loss or damage, you (acknowledging that we are not able to evaluate any potential loss to you) agree that our liability shall in any event be limited to £100.00 for any one event or series of events.
- 7.8. Each provision of this clause shall operate independently of each other provision of this clause.
- 7.9. You agree to indemnify us and hold us harmless in respect of all costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim brought against us by any third party located in any jurisdiction arising from any use of the Service provided to you (by either you or any other party) constituting any unlawful act or otherwise giving rise to any liability. You shall immediately notify us in writing of any such claims of which you become aware. You further agree to offer all reasonable assistance to us in defending such claims at your sole expense.
- 7.10. You acknowledge and accept that provision of the Service and the use of mobile telephone handsets to connect to the Service involves the propagation of and exposure to radiofrequency radiation, which may be harmful. We do not accept liability to you or anyone with respect to the effects of the same.**
- 7.11. We do not accept liability for any unsolicited information sent to you via other network operators' networks while you are Roaming.

8. Data Protection

- 8.1. You agree to allow us, in accordance with the relevant Data Protection legislation, to arrange for and / or to send you advertising and promotional material relating to other Jersey Telecom services or products or third party products or services as chosen by us.
- 8.2. You may withdraw such permission as given above in clause 8.1 by notifying us in writing to our office.
- 8.3. Jersey Telecom will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Agreement to anyone other than (i) members of the Jersey Telecom group or (ii) subject to the relevant Data Protection legislation, third party sub-contractors or agents engaged by Jersey Telecom, such disclosure being made in either case in order for it to be able to provide the Customer with the Service.

9. General

- 9.1. You may not transfer or try to transfer any of your rights and responsibilities under this Agreement. We may transfer any of ours without your permission, provided the level of service you currently experience is not reduced as a result.
- 9.2. If your SIM card is lost, stolen or damaged, we may charge you for replacement.
- 9.3. If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.
- 9.4. We reserve the right to refuse any request for information where we are unable to verify that the caller is the rightful user of the Service.

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9.5. We may modify these terms and conditions and the Charges at any time. We will notify you of any such changes by publishing them on our website, www.jerseytelecom.com. By continuing to use the Service following any such changes you will be deemed to accept such changes.

10. Severance

10.1. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected.

11. Governing Law

11.1. This Agreement shall be governed by and construed and interpreted in accordance with the law of the Island of Jersey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.