

# JERSEY TELECOM MOBILE TELEPHONE SERVICE

## TERMS AND CONDITIONS

These terms and Conditions are important and should be read carefully. The terms and conditions apply to both mobile telephones and the BlackBerry Solution (defined below). If you have any queries regarding the terms and Conditions please telephone 152 or email [mobileservices@jerseytelecom.com](mailto:mobileservices@jerseytelecom.com). The latest version of these terms and conditions can also be downloaded from [www.jerseytelecom.com](http://www.jerseytelecom.com)

### 1. DEFINITIONS

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

- 1.1. "Application Form" means the completed application form or quotation for the Service as signed by the Customer and submitted to Jersey Telecom.
- 1.2. "Call" means the sending and / or receiving of a signal.
- 1.3. "Conditions" means these terms and conditions, the Application Form, any appropriate Product Description, and any variations thereto.
- 1.4. "Contract" means the agreement made between the Customer and Jersey Telecom for the provision of a Service which agreement is governed by the Conditions.
- 1.5. "Customer" means the person or persons named in the Application Form.
- 1.6. "Customer Equipment" means any apparatus used by the Customer in order to use the SIM Card.
- 1.7. "Directory" means any listing of names and related postal addresses, telephone numbers and / or email addresses as compiled by Jersey Telecom and deliverable in paper copy, On-line 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. "GPRS" means a packet based wireless communication service with data rates of up to 114Kbps which allows for continuous connection to the Internet.
- 1.10. "GSM" means the standard known as the Global System for Mobility used in portable telephony.
- 1.11. "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.
- 1.12. "Internet" means the global information system consisting of a large number of interconnected computer networks that communicate through the use of TCP/IP network protocols.
- 1.13. "Jersey Telecom" means Jersey Telecom Limited having its office at P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey, JE4 8PB, its successors or assigns as notified to the Customer from time to time.
- 1.14. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.15. "Minimum Contract Period" means:
  - 1.15.1. a period of twelve months from the commencement of the Contract or the term the Customer signs up to in the Application Form; or
  - 1.15.2. any remaining minimum contract period relating to the Service in the case where the Customer has taken over the Service without break or without alteration of the Service by Jersey Telecom from another customer.
- 1.16. "Network" means:
  - 1.16.1. the GSM mobile telecommunications system as operated by Jersey Telecom; and/or
  - 1.16.2. the GPRS data network as provided by Jersey Telecom (as applicable)
- 1.17. "On-line" means accessible over the world wide web at Jersey Telecom's site at [www.jerseytelecom.com](http://www.jerseytelecom.com) or such other site as may be notified from time to time.
- 1.18. "Product Description" means the description and any technical specification of the Service, together with any applicable Customer specific service level agreement, as available from Jersey Telecom's offices, On-line or as provided to the Customer.
- 1.19. "Roaming" means use of the SIM Card whilst connected to either a GSM system or a GPRS data network other than the Network.
- 1.20. "Service" means:
  - 1.20.1. the provision to the Customer of access to the Network, and that of other GSM systems providers with whom Jersey Telecom has Roaming agreements in place, by way of wireless telegraphy enabling two way transmission of speech or data, and such other services that Jersey Telecom may choose to make available as part of the Service or any Service selected by the Customer to be supplied by Jersey Telecom in the

Application Form where these Conditions are stated to apply; and/or

- 1.20.2. the provision of a BlackBerry or other email-based solution (as applicable).
- 1.21. "Service Charges" means the sums, including GST where applicable, charged to the Customer by Jersey Telecom for the provision and use of the Service.
- 1.22. "SIM Card" means the Subscriber Identity Module smart card supplied to the Customer by Jersey Telecom to enable access to the Service.
- 1.23. "Type Approved Equipment" means any apparatus, which has been approved by the British Approvals Board for Telecommunications (BABT) or approved by Jersey Telecom for use in connection with the Service.
- 1.24. "Usage Policy" means any policy relating to the expected and / or actual use of the Service by the Customer as available from Jersey Telecom's offices or On-line or as provided to the Customer.

### 2. COMMENCEMENT AND DURATION

- 2.1. Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect when the Application Form has been received and accepted by Jersey Telecom and / or the Service is provided to the Customer.
- 2.2. Subject to the provisions of sub-clauses 14.1 and 14.2 hereunder the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated in accordance with sub clause 14.3 below.
- 2.3. Save where termination is notified by the Customer to Jersey Telecom under sub-clause 14.2 below if the Customer terminates the Contract during the Minimum Contract Period the Customer shall pay a sum equal to the Service Charge and any extra charges which would have been payable to Jersey Telecom for the balance of the Minimum Contract Period.
- 2.4. Nothing in this clause shall prevent either party from terminating the Contract in accordance with clause 14 below.

### 3. VARIATION

- 3.1. Jersey Telecom may from time to time vary the Conditions and Product Description applicable to the Service and will as soon as practicable and in any event not less than one calendar month before any such variation is to take effect give notice of such variation On-line and / or at Jersey Telecom's office.
- 3.2. Notwithstanding the above, Jersey Telecom may vary all or any of the Service Charges by publishing any such variation in a schedule of tariffs to be displayed and / or available at Jersey Telecom's office and / or On-line such variation to have immediate effect unless stipulated otherwise.
- 3.3. Other than as stated above any variations to the Contract shall be made in writing by Jersey Telecom and signed by a duly authorised officer of the same.
- 3.4. Save as herein expressly provided no servant or agent of Jersey Telecom shall have the authority to agree any variation or addition to the Contract. Any representation or warranty so made is of no force or effect unless made in accordance with this clause.

### 4. THE SERVICE

- 4.1. The Service does not include the provision of Customer Equipment unless specified on the Application Form. If Customer Equipment is provided by Jersey Telecom as part of the Service then Jersey Telecom Equipment Rental Terms and Conditions will apply to the Customer Equipment.
- 4.2. Where part or parts of the Service will be provided and / or supported by a telecommunications provider other than Jersey Telecom, Jersey Telecom shall not be responsible for those parts so provided.
- 4.3. Jersey Telecom reserves the right to vary the technical specification of the Service at any time.
- 4.4. Jersey Telecom will provision a Customer's SIM Card such that the Customer Equipment will be automatically updated with relevant Network settings whenever a Customer replaces the Customer Equipment used to access the Service.
- 4.5. Jersey Telecom will deliver the Service to the Customer using the most appropriate method, medium or technologies as decided by Jersey Telecom at its sole discretion.
- 4.6. Customer Equipment must be Type Approved Equipment.
- 4.7. Jersey Telecom reserves the right without cost or penalty to itself, to alter the names, codes or numbers allocated from time to time by Jersey Telecom for use in connection with the Service and all and such names, codes or numbers remain the property of Jersey Telecom.
- 4.8. Jersey Telecom does not guarantee that the Service will enable the Customer to make a Call to all destinations available on the Network or that a Call can be made to the access numbers

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associated with the Service from all points of access to the Network.

- 4.9. Jersey Telecom does not guarantee that all facilities accessible via the Network will be available to the Customer. In addition Jersey Telecom is only responsible for certain elements of the Network and Jersey Telecom will only be held liable for failure to operate those aspects of the Network in accordance with its obligations under the Conditions.
- 4.10. Where the Customer comprises more than one person Jersey Telecom reserves the right to provide information with respect to the Service provided to the Customer to any of the persons named in the Application Form.
- 4.11. Jersey Telecom reserves the right to disclose the name, telephone and / or facsimile numbers and / or email address of the Customer to any person making any complaint or enquiry in relation to use of the Service, or in an emergency, to the emergency services.
- 4.12. The Customer acknowledges that Jersey Telecom is unable to exercise control over the content of data accessed, transmitted or published by the Customer and undertakes to use the Service only for lawful purposes.
- 4.13. For reasons beyond Jersey Telecom's control, there is a risk that communications made using the Service may be unlawfully intercepted or accessed by someone other than the intended recipient. Further, Jersey Telecom has no control over the security of third party networks. As the Internet is not a secure environment unwanted programs or material may be downloaded without the Customer's knowledge. These programs may perform actions that the Customer has not authorised and possibly without the Customer's knowledge. The Customer is responsible for protecting its equipment and data against these types of programs, which come mainly in the form of viruses - Trojans and worms - and spy ware.
- 4.14. Jersey Telecom is not responsible for the content of any material made available and/or accessible by use of the Service.

### 5. CUSTOMER DETAILS AND DATA PROTECTION

- 5.1. The Customer may, by notifying Jersey Telecom in writing either on the Application Form or to Jersey Telecom's office, ask Jersey Telecom not to list the Customer. Where the Customer is "Not Listed" Jersey Telecom shall not publish the Customer name, corresponding postal address, telephone number(s) or e-mail address in the Directory, or On-line (including, but not limited to the Internet) or to make the same available to third parties for related services or through Directory Enquiries or where the Customer was previously "Listed" shall remove the reference as soon as reasonably practicable.
- 5.2. Unless notified in accordance with clause 5.1 above the Customer will be "Listed" and Jersey Telecom will publish the Customer name, corresponding postal address, telephone number(s) and e-mail address in the Directory and / or On-line (including, but not limited to the Internet), and make the same available to third parties for related services or through Directory Enquiries.
- 5.3. Jersey Telecom will release the Customer's Calling Line Identity (telephone number) to any customers who are called by the Customer via the Service irrespective of whether the Customer is Listed or Not Listed.
- 5.4. Where the Customer requests Jersey Telecom to provide Directory entries or advertising services in connection with the Service which are not a basic Directory listing, for example, but not limited to, bold or superbold text entries or classified advertising entries, such additional Directory entries or advertising services shall be provided under Jersey Telecom's Advertising and Listing Terms and Conditions as published On-line from time to time.
- 5.5. By accepting these Conditions the Customer agrees to allow Jersey Telecom, in accordance with the relevant Data Protection legislation, to arrange for and / or to send to the Customer advertising and promotional material relating to other Jersey Telecom services or products or third party products or services as chosen by Jersey Telecom.
- 5.6. The Customer may withdraw such permission as given above in clause 5.5 by notifying Jersey Telecom in writing either on the Application Form or to Jersey Telecom's office.
- 5.7. 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.

- 5.8. Jersey Telecom adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005, details of which policies are included in the Consumer Code of Practice which can be found On-line at [www.jerseytelecom.com](http://www.jerseytelecom.com).
- 5.9. Jersey Telecom reserves the right to disclose the name, address, telephone and/or facsimile numbers and/or email addresses of the Customer to any judicial, law enforcement, regulatory or governmental body or agency where required by applicable law or by the Order of a court or other body of competent jurisdiction to do so.

### 6. SUSPENSION OF THE SERVICE

- 6.1. Jersey Telecom may (without prejudice to any other right or remedy) suspend limit or cancel the Service to the Customer without penalty and with immediate effect:
  - 6.1.1. during any technical failure, modification or maintenance of the Service or where it is unable to provide the Service for reasons beyond its control or otherwise for reasons not its fault provided that Jersey Telecom will use its reasonable endeavours to procure resumption of the Service as soon as reasonably practical;
  - 6.1.2. where Jersey Telecom knows or suspects the Customer's SIM Card is or may be being used illegally or fraudulently;
  - 6.1.3. where Jersey Telecom, in its sole opinion, suspects or has reasonable grounds to suspect that the flow of Calls made using the Service to any particular destination is disproportionate or abnormal compared to the flow of Calls that would be expected from a normal user of the Service;
  - 6.1.4. where Jersey Telecom knows or suspects the Customer Equipment to have been obtained illegally; or
  - 6.1.5. if the Customer fails to observe or perform the Conditions.
- 6.2. Notwithstanding any suspension of the Service under this clause the Customer shall remain liable for all charges due hereunder throughout the period of suspension unless Jersey Telecom at its sole discretion determines otherwise but the Customer shall not be liable for any Service Charge for any period beyond a 7 day period of suspension.

### 7. CHARGES AND PAYMENT

- 7.1. The Service Charge shall comprise:
  - 7.1.1. any connection charge for the Service;
  - 7.1.2. any rental charge (payable in advance) for the Service where such charges depend on the relevant service options selected in the Application Form;
  - 7.1.3. charges for Calls made or other services accessed while using the Customer's SIM Card whether on the Network or whilst Roaming; and
  - 7.1.4. the cost of any Calls made to the Customer's SIM Card whilst Roaming.
- 7.2. In addition to charging GST in respect of the supply of Services, Jersey Telecom will, where applicable, charge the Customer GST in respect of the supply of other goods and/or services under this Contract and the Customer will pay that amount in addition to the charges for those other goods and/or services.
- 7.3. Where more than one person is named as a Customer liability for the Service Charges and/or any additional sums relating to the Service shall be joint and several.
- 7.4. Where the Customer requests additional services to be used in conjunction with the Service Jersey Telecom may charge additional sums. Such services may include, but are not limited to: Operator Services, Full Call Itemisation, Fax/Data calls, Calling Line Identity, Voicemail and additional Directory entries.
- 7.5. Where the Customer requests work to be carried out which is not included in the Service Charge Jersey Telecom may charge additional sums. Jersey Telecom will, for example, make extra charges where:
  - 7.5.1. it repairs any Customer Equipment where such repair is not covered by any other agreement between Jersey Telecom and the Customer;
  - 7.5.2. it responds to a fault report and no fault is found to exist;
  - 7.5.3. repair of a fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract; or
  - 7.5.4. it corrects any defect or fault caused by the Customer or anyone using the Service.
- 7.6. Service Charges and/or any additional sums are payable in full on demand or as otherwise agreed between the Customer and Jersey Telecom. If payment is agreed in writing to be made by instalments and if the Customer fails to pay any instalment on its due date then Jersey Telecom shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 7.7. Jersey Telecom reserves the right to request the payment of a surety deposit from the Customer, such surety deposit to be used

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by Jersey Telecom in the event that the Service Charges are not paid by the customer pursuant to clause 7.6. Jersey Telecom will repay any such surety deposit to the Customer when the Customer has established a satisfactory payment history for the Service at Jersey Telecom's sole determination or when the Service is terminated and all Service Charges are fully paid by the Customer.

7.8. Jersey Telecom reserves the right to charge interest on any balances which remain unpaid for more than 30 days from the due date at 3% above the short term base lending rate from time to time prevailing in England.

### 8. OBLIGATIONS OF THE CUSTOMER

8.1. The Customer **shall**:

8.1.1. only use, make use of, cause, allow or permit to be used the Service in accordance with the specification contained in the Application Form, Product Description, any relevant Usage Policy and any instructions provided by Jersey Telecom and shall only use the Service for the purpose for which it was designed;

8.1.2. comply with Jersey Telecom's reasonable requests for assistance in order to diagnose existing or potential faults;

8.1.3. only use Type Approved Equipment for the purpose of utilising the Service;

8.1.4. use Customer Equipment in accordance with the manufacturer's and / or Jersey Telecom's recommendations;

8.1.5. keep any login code, PIN and / or password assigned by Jersey Telecom or otherwise for use of the Service secure and not disclose the same to any unauthorised person;

8.1.6. immediately notify Jersey Telecom should the Customer know or suspect that:

8.1.7. (a) a login code and / or password has been obtained by any unauthorised person; or

8.1.8. (b) unauthorised access to Customer Equipment, either physical or otherwise is being or has been made;

8.1.9. be responsible for all and any charges of any nature that may be incurred by Jersey Telecom and / or the disclosure of any information as a result of any use, authorised or not, of the login code and / or password;

8.1.10. be responsible for all damage or loss caused to Jersey Telecom or third parties by misuse of the Service other than due to the acts or omissions of Jersey Telecom its employees, agents and / or subcontractors;

8.1.11. take all appropriate measures to safeguard the security of data sent by means of the Service;

8.1.12. promptly advise Jersey Telecom in writing of any change of billing address, contact address or contact number; and

8.1.13. promptly advise Jersey Telecom if the SIM Card is, or is reasonably suspected to be, lost or stolen.

8.2. The Customer **shall not** by themselves or otherwise:

8.2.1. sell, transfer or assign any of the telephone numbers associated with the Service to any other party without the prior written agreement of Jersey Telecom;

8.2.2. use the 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;

8.2.3. use the 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, relates to nuclear or missile proliferation activity or the design of chemical or biological weapons, 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;

8.2.4. use the 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 other users of any telecommunications system; or

8.2.5. translate, adapt, vary, modify, decompile or reverse engineer any of the applications including firmware provided with, or in association with, the Service.

### 9. ASSIGNMENT

9.1. The Customer may not assign the Contract without the prior written consent of Jersey Telecom.

9.2. Jersey Telecom 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 Jersey Telecom may subcontract the provision or repair of Network infrastructure without notice to the Customer.

### 10. EXCLUSION AND LIMITATION OF LIABILITY

10.1. The following provisions set out Jersey Telecom's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) 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 the Service. **The Customer's attention is in particular drawn to these provisions.**

10.2. Jersey Telecom does not exclude or restrict liability for death or personal injury resulting from its own negligence.

10.3. Unless otherwise expressly agreed in writing by the parties (in a service level agreement or otherwise), Jersey Telecom shall not be liable to the Customer 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 10.2 above. Whilst Jersey Telecom will use its reasonable endeavours to maintain the quality of the Service and to ensure that the Service is available at all times it makes no representation or warranty in relation thereto.

10.4. Without prejudice to the generality of 10.2 or 10.3, Jersey Telecom shall not be liable to the Customer or to any other person for:

10.4.1. 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 10.2, Jersey Telecom shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);

10.4.2. 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 Jersey Telecom) whether direct, indirect, foreseeable or unforeseeable;

10.4.3. the non-delivery or non-receipt of an email or other message;

10.4.4. the security of any information accessed or delivered;

10.4.5. any viruses including but not limited to Trojans and worms;

10.4.6. failure by the Customer to use the Service and any product supplied with it for the purpose for which it was designed; and

10.4.7. any use of the 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 relate to nuclear or missile proliferation or the design of chemical or biological weapons or give rise to any liability in any way.

10.5. Jersey Telecom 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 the Service or otherwise and any such insurance cover shall be the responsibility of the Customer.

10.6. If any exclusion or limitation of liability contained in this clause is invalid and Jersey Telecom becomes liable for any loss or damage, the Customer (acknowledging that Jersey Telecom is not able to evaluate any potential loss to the Customer) agrees that Jersey Telecom's liability shall in any event be limited to the Service Charges payable by the Customer for the Minimum Contract Period for any one event or series of events.

10.7. Each provision of this clause shall operate independently of each other provision of this clause.

10.8. The Customer agrees to indemnify Jersey Telecom and hold Jersey Telecom 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 Jersey Telecom by any third party located in any jurisdiction arising from any use of the 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 Jersey Telecom in writing of any such claims of which it becomes aware. The Customer further agrees to offer all reasonable assistance to Jersey Telecom in defending such claims at the sole expense of the Customer.

10.9. The Customer acknowledges and accepts that provision of the Service and the use of mobile telephone handsets and other personal communication devices to access the Service involves the propagation of and exposure to radiofrequency radiation, which may be harmful. Jersey Telecom does not accept liability to the Customer or anyone with respect to the effects of the same.

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### 11. FORCE MAJEURE

Jersey Telecom shall not be liable in respect of any breach of the Contract due to any cause beyond its reasonable control including (but without limitation): act of God, pandemic, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of Government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any party for whom Jersey Telecom is not responsible (including any other telecommunications provider that provides part or parts of the Service) and national and / or civil emergencies.

### 12. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding the Service and contain the whole agreement between the parties relating to the Service, unless specifically otherwise agreed in writing.

### 13. NOTICES

- 13.1. Any notice or other communication required to be given or served for the purposes of the Contract except where otherwise provided shall be in writing and shall be deemed to have been duly given and served if sent by post, facsimile or delivered by hand. Notices shall be deemed received 48 hours after posting or transmitting.
- 13.2. The Customer's address for correspondence shall be the contact address as specified in the Application Form or an address notified to Jersey Telecom by the Customer in writing as an address to which bills may be sent or the Customer's usual or last known place of abode or business or if the Customer is a limited company its registered office.
- 13.3. Jersey Telecom's address for correspondence shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 13.4. Jersey Telecom's facsimile number for notice by facsimile (with confirmation by post or delivery) shall be 01534 882883.

### 14. TERMINATION

- 14.1. The Contract may be terminated immediately by Jersey Telecom if the Customer;
  - 14.1.1. fails to satisfy Jersey Telecom with regard to any credit check undertaken in respect of the Customer;
  - 14.1.2. fails to pay when due any sum payable under the Contract or any other agreement or contract made between the Customer and Jersey Telecom;
  - 14.1.3. becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commits any act indicative of insolvency under the law of any jurisdiction or enters into any composition with its creditors in Jersey or elsewhere;
  - 14.1.4. fails to observe or perform the Conditions of the Contract or the conditions of any other agreement or contract made between the Customer and Jersey Telecom and fails to remedy such breach as soon as possible and in any event within 28 days after the date that Jersey Telecom serves written notice on the Customer in relation to such breach;
  - 14.1.5. uses the Service provided in accordance with the Contract in a manner which is unsafe or which has not been approved by Jersey Telecom in accordance with the Conditions or otherwise within its statutory powers;
  - 14.1.6. makes improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of the Service provided in accordance with the Conditions;
  - 14.1.7. does or allows to be done anything which in Jersey Telecom's opinion will or may have the effect of jeopardising the operation of the telecommunications system provided by Jersey Telecom to any of its customers;
  - 14.1.8. connects equipment to the Service other than Type Approved Equipment; or
  - 14.1.9. enters into a contract with another telecommunications provider for part of the Service and such contract is suspended or terminated.
- 14.2. The Contract may be terminated by the Customer if:
  - 14.2.1. Jersey Telecom unreasonably exercises its rights of variation or suspension under the Contract, by the Customer giving written notice to Jersey Telecom within 14 days of the notice of variation or suspension;
  - 14.2.2. Jersey Telecom exercises its rights of variation of the technical specification of the Service such that performance of the same is materially degraded, such termination to be on 14 days written notice without further obligation;
  - 14.2.3. Jersey Telecom 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 Jersey Telecom in relation to such breach, by giving written notice to Jersey Telecom of such termination.

- 14.3. Subject to sub clauses 2.2, 14.1 and 14.2 either party may terminate the Contract 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 the Customer of at least one calendar month and in the case of Jersey Telecom at least six calendar months prior to the effective date of the purported termination of the Contract and such termination shall not affect any rights of either party to enforce any term hereof which right has accrued prior to the effective date of termination.

- 14.4. if any information provided by the Customer to Jersey Telecom is untrue, inaccurate, not current or incomplete, Jersey Telecom has the right to terminate the contract and refuse the Customer any future services with Jersey Telecom.

### 15. SEVERANCE

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

### 16. GOVERNING LAW

The Contract 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.

### 17. BLACKBERRY SOLUTION

- 17.1. The following terms and conditions although specific to the BlackBerry Solution are in addition to the preceding terms and conditions and must be read in conjunction with them. If there is any conflict or inconsistency between the preceding terms and conditions and the terms and conditions below then the latter will take precedence.
- 17.2. The following terms shall have the following meanings unless expressly stated otherwise:
  - 17.2.1. "BlackBerry Wireless Handheld" means the communication device manufactured by Research In Motion Limited for the purposes of enabling the Customer to access, read and reply to emails via a GPRS network.
  - 17.2.2. "BlackBerry Enterprise Solution" means the service which requires the purchase by the Customer of a BlackBerry Wireless Handheld and which is designed to support the access of corporate email servers by multiple users and which requires the installation of the BlackBerry Enterprise Server.
  - 17.2.3. "BlackBerry Internet Solution" means the mobile email service which allows the set up of a number of Internet-based POP3 email accounts.
  - 17.2.4. "BlackBerry Solution" means BlackBerry Enterprise Solution, BlackBerry Internet Solution or such other service option as selected in the Application Form.
- 17.3. The Customer should be aware that the BlackBerry Wireless Handheld may include encryption software that is subject to certain domestic and foreign legal restrictions that restrict the export, import and use of the BlackBerry Wireless Handheld and associated software and the Customer is not permitted to Roam to any country with the BlackBerry Wireless Handheld unless advised by Jersey Telecom from time to time that such Roaming is permitted to that country. In addition access to the BlackBerry Solution outside Jersey is subject to any GPRS roaming arrangements that Jersey Telecom has with other networks. An up to date list of countries where GPRS Roaming is available can be seen on the Internet at [www.jerseytelecom.com](http://www.jerseytelecom.com). The Customer agrees to indemnify Jersey Telecom in respect of loss or damage suffered by Jersey Telecom in the breach of this provision.
- 17.4. Jersey Telecom does not undertake to provide any other services other than the GPRS Network used to provide the BlackBerry Solution to the Customer and does not accept any responsibility for any computer, information technology network or for the proprietary software and device which are used by the Customer to access the BlackBerry Solution. The proprietary software used and the BlackBerry WirelessHandheld are covered by separate terms and conditions specified by Research In Motion Limited and referred to in 17.5 below. Jersey Telecom will use reasonable endeavours to maintain the quality of the BlackBerry Solution and to ensure the BlackBerry Solution is available at all times but make no warranties regarding availability or quality of the same and are not liable for any loss of any nature suffered by the Customer or any third party as a result of any event outside of Jersey Telecom's control and in any event Jersey Telecom are not liable for any loss suffered by the Customer or any third party as a result of any interruption to the BlackBerry Solution lasting

# **JERSEY TELECOM MOBILE TELEPHONE SERVICE TERMS AND CONDITIONS**

less than 3 (three) days. The Customer acknowledges that Jersey Telecom are not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than Jersey Telecom.

17.5. When Jersey Telecom supplies the Customer with the BlackBerry Wireless Handheld and the BlackBerry Enterprise Server, it will be supplied with all packaging, notices, disclaimers and licence agreements intact and as shipped to Jersey Telecom by Research In Motion Limited. If the Customer indicates that the Customer is not willing to accept the relevant licence terms and conditions after delivery but prior to installing the software, and the Customer return the software and all accompanying documentation and packaging and proof of purchase to Jersey Telecom, then Jersey Telecom will refund the Customer all monies paid to Jersey Telecom for the BlackBerry Handheld Device. Jersey Telecom excludes all warranties in relation to the BlackBerry Enterprise Server to the fullest extent permitted by law and the use of the BlackBerry Enterprise Server by the Customer shall be governed by the relevant terms and condition referred to in this clause above.

17.6. Jersey Telecom will give the Customer notice of the end of life of a particular product (Notice) within 30 days of when Jersey Telecom is notified in writing from its third party supplier that such products have reached their end of life or when the agreement between Jersey Telecom and the third party supplier has come to an end. The Notice will clearly state that Jersey Telecom's third party supplier shall have no obligation to provide support for such product for more than 12 months following delivery of the Notice and (if relevant) where to find further information regarding appropriate product and support availability.