

Airtel-Vodafone Pay Monthly Plan Services

Terms and conditions

1. Definitions and Interpretation

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

- 1.1 **"Acceptable Use Policy"** or **"Fair Usage Policy"** as defined in 7.2.21.1 below;
- 1.2 **"Account"** means the account in which JAL & GAL records the charges using a SIM Card;
- 1.3 **"Age Restricted Service"** means any Service, which is specified for, use either by JAL/GAL or under any applicable law only by Customers over a certain age;
- 1.4 **"Application Form"** means the customer application form signed by the Customer and presented to JAL/GAL;
- 1.5 **"Agreement"** means these terms and conditions and provisions, as amended from time to time;
- 1.6 **"Call"** means the sending and/or receiving of the signal;
- 1.7 **"Charges"** means fees, charges and/or rental in connection with the provision of the Service, as amended from time to time. Such fees, charges and/or rental may vary depending on the schemes/offers being offered by JAL/GAL, from time to time;
- 1.8 **"Customer"** means any person who applies or subscribes for or utilises the Service;
- 1.9 **"Content"** means information, communications, images and sounds, software or other material contained on or available through the Service;
- 1.10 **"Device"** means a mobile telephone, device, SIM Card or data card either approved or not approved by JAL/GAL;
- 1.11 **"Directory"** means any listing of names and related postal addresses, telephone numbers and/or e-mail addresses as completed by Jersey Telecom and deliverable in paper copy, on-line or by other media;
- 1.12 **"Directory Entry"** All customers' numbers will be listed free of charge in the telephone and mobile phone directory automatically unless the customer wishes to be ex-directory and not appear as an entry;
- 1.13 **"Equipment"** means any apparatus used by the Customer to use the Device (including the SIM Card);
- 1.14 **"Fair Usage Policy"** as defined in 7.2.21.1 below;
- 1.15 **"GSM"** means the standard known as the Global System for Mobility used in portable telephony;
- 1.16 **"GAL"** means Guernsey Airtel Limited having its registered office at 45 High Street, St Peter Port, Guernsey, GY1 2JT;

- 1.17 **"JAL"** means Jersey Airtel Limited having its registered office at 2nd Floor, Le Masurier House, la Rue Le Masurier, St. Helier, Jersey JE2 4YE;
- 1.18 **"Lock in Period"** shall have the meaning as specified in clause 2.1;
- 1.19 **"Network"** means the GSM telecommunications system by which JAL/GAL makes the Service available in Jersey;
- 1.20 **"Personal Data"** means data that relate to a Customer from which such Customer may be identified;
- 1.21 **"Roaming"** means use of the SIM Card whilst connected to a GSM system other than the JAL/GAL network;
- 1.22 **"Service"** means, as applicable any second generation (2G) and/or third generation service (3G), telecommunications service (including voice and data services) or other service offered by JAL/GAL from time to time and the provision of access to the Customer to the Network and the GSM mobile telecommunication networks or other service providers with whom JAL/GAL has roaming agreements;
- 1.23 **"SIM Card"** means 'Subscriber Identity Modules' card as supplied by JAL/GAL to the Customer to enable access to the Airtel Network Service;
- 1.24 The singular shall include the plural and vice versa;
- 1.25 The masculine shall include the neuter and the feminine and vice versa;
- 1.26 The headings and titles in this Agreement are purely for convenience only and shall not affect the interpretation of this Agreement;
- 1.27 Any reference in this Agreement to any condition shall be construed as a reference to the condition in this Agreement unless expressly stated.

2. Term of the Agreement

- 2.1 Subject to any applicable law, this Agreement shall be effective from the date the Application Form is received and accepted by JAL/GAL and/or the Service is provided to the Customer. Furthermore, unless terminated in accordance with the terms and conditions outlined in this document, this Agreement shall remain in force for a the period specified on the Application Form ("Lock in Period").
- 2.2 In the event that the Customer terminates this Agreement during the "Lock in Period", the Customer shall pay JAL/GAL a sum equal to the Charges and any extra amounts which would be payable to JAL/GAL for the balance of the Lock in Period.

3. Services

- 3.1 The Service does include the provision of Equipment specified on the Application Form or any communication authorised by JAL/GAL. If Equipment is provided by JAL/GAL as part of the Service, then the Customer acknowledges that additional terms and conditions, as notified by JAL/GAL to the Customer may apply.

- 3.2 if any part or parts of the Service is provided or supported by a provider other than JAL/GAL, JAL/GAL will not be held responsible for those part or parts.
- 3.3 JAL/GAL has the right, at its sole discretion, to deliver the Service using the most appropriate method or technologies and reserves the right to vary the technical specification of the Service at any time.
- 3.4 The Customer acknowledges that JAL/GAL does not guarantee that the Service will enable the Customer to make a Call (for voice or data use) to all destinations available on the Network.

4. Warranties

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

5. Devices and SIM Card

The Customer acknowledges that the Devices (including a SIM Card) are outside the terms and conditions of this Agreement and form the Customer's property. The Customer agrees to inform JAL/GAL immediately in the event that any Device including the SIM Card is stolen or lost and JAL/GAL shall at the Customer's request suspend the relevant Service as soon as practicable for a maximum period of thirty (30) days whilst the Customer is making arrangements for alternative Devices. The Customer acknowledges that JAL/GAL may charge for the replacement of any Device (including the SIM Card), which is lost, stolen or damaged.

6. Charges

- 6.1 The Customer shall only be charged in respect of the Services that it has applied or subscribed for or has utilised.
- 6.2 The Charges shall consist of and be incurred as follows:
 - 6.2.1 As Charges are incurred by the Customer, they shall be deducted from the amounts credited in the Customer's Account. Charges are normally deducted at the time when a call is made and the Service is used. In some circumstances, Charges may be deducted at a later date. The Customer acknowledges that they themselves, or any other party named as a Customer on the Application Form shall be responsible for all Charges correctly deducted in accordance with this clause. The Charges for services from JAL/GAL can be found on our website www.airtel-vodafone.com;
 - 6.2.2 Where the Customer requests additional services to be used in conjunction with the Service, JAL/GAL might charge additional sums (including but not limited to fax/data calls; voice mail and the like);
 - 6.2.3 The Customer acknowledges that there shall be additional Charges in respect of downloading of certain data and/or content e.g. ring tones; wall paper and the like;
 - 6.2.4 The customer will be charged an administrative fee of £15 if their direct debit application is refused. This charge will include 2 further direct debit applications after the initial decline. If

the customer does not pass the direct debit application on the third attempt, JAL/GAL will refuse the customer a Monthly Plan service and collect remaining fees owing on the contract.

- 6.2.5 The customer acknowledges that for calls that are outside of the inclusive monthly bundle/package, such calls will be charged on a per minute basis for all calls on any post-paid voice plan signed up to on or after April 1st 2009.
- 6.2.6 The customer acknowledges that for calls that are outside of the inclusive monthly bundle/package, such calls will be charged on a per minute basis for all calls on any post-paid voice plan signed up to on or after 1st October 2008.
- 6.2.7 The customer acknowledges that for calls that are outside of the inclusive monthly bundle/package, such calls will be charged on a per minute basis for all calls to non geographic numbers regardless of the charging unit defined in individual price plans. The prefixes are:

0800 / 084X / 087X / 09XX

7. Obligations of Customer

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

- 7.2.6 not use, make use of, cause, allow or permit to be used the Service to access, transmit, publish, display, advertise, send or upload anything that is copyright protected (unless the Customer has permission) or which in any way breaches the intellectual property rights of any third party;
- 7.2.7 not use, make use of, cause, allow or permit to be used, copy, modify, store, forward, publish or distribute the Content without JAL/GAL's express permission;
- 7.2.8 only use, make use of, cause, allow or permit to be used Content for personal use and not for any commercial purposes or distribute it commercially;
- 7.2.9 not use, make use of, cause, allow or permit to be used the Service to re-sell, re-supply or otherwise distribute the Service and/or Devices, if applicable, without the prior written agreement of JAL/GAL;
- 7.2.10 not use, make use of, cause, allow or permit to be used the Service to circumvent the Age Restricted Service mechanisms;
- 7.2.11 not use, make use of, cause, allow or permit to be used the Service in any manner which might result in unauthorised persons accessing any Age Restricted Service and/ or Content which is unsuitable for such persons;
- 7.2.12 not sell, transfer or assign any telephone numbers associated with the Service without the express written consent of JAL/GAL;
- 7.2.13 not use, make use of, cause, allow or permit to be used the Service fraudulently or in connection with a criminal offence;
- 7.2.14 only use, make use of, cause, allow or permit to be used the Service in accordance with the terms and conditions of this Agreement, Application Form, Acceptable Use Policy, any applicable law (including but not limited to the 'Telecommunications (Jersey and or Guernsey) Law, 2002') or any instructions provided by JAL/GAL in respect of the Service;
- 7.2.15 not use, make use of, cause, allow or permit to be used the Service in any manner or for any purposes which may result in hacking, spamming, illegal access to computers or networks and the like;
- 7.2.16 be responsible for all damage or loss caused to JAL/GAL or third parties due to misuse of the Service other than any acts or omissions caused by JAL/GAL;
- 7.2.17 not use any equipment that is not approved for connection to the Network;
- 7.2.18 be responsible for ensuring that no unauthorised access to the Service is obtained using the Customer's Account and that the Customer is liable for all such activities conducted, whether authorised or not;
- 7.2.19 be responsible for protecting its equipment and data against types of programs which may perform actions that the Customer has not authorised and in particular such programs which mainly come in the form of viruses, Trojans, worms and spy-wear;

7.2.20 not sell or transfer the number assigned to you.

7.2.21 not exceed what JAL/GAL deems to breach its Fair Usage Policy.

7.2.21.1.1 Fair Usage Policy is provided in separate documents (including marketing material) made available to the Customer by JAL/GAL, showing and describing the rules and etiquette governing customers in their usage of all data that is used, downloaded and/or generated by the Customer (during usage of Device and/or Service) including Internet Data, minutes and texts. Definitions for each area is defined in the production description located on www.airtel-vodafone.com."

8. Suspension of Services

8.1 JAL/GAL may, subject to any applicable law, without any liability of any kind, suspend (indefinitely or for such period as JAL/GAL may consider appropriate) any Service at any time with immediate effect or wherever practicable with written notice for the following reasons:

8.1.1 any failure, interruption, disruption or congestion of or in any telecommunications network, system or service (whether of JAL/GAL or any other person);

8.1.2 where JAL/GAL is unable to provide the Service for reasons beyond its control (including the Network breaking down or needing maintenance);

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

8.1.4 where JAL/GAL knows or suspects the Customer's SIM Card is or may be being used illegally or fraudulently;

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

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

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

9. Termination of Service

9.1 This Agreement may be terminated immediately by JAL/GAL in the event that the Customer:

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

- 9.1.2 fails to pay any sum due under this Agreement by the date that such sums are due and payable;
 - 9.1.3 any proceeding is commenced in respect of the Customer before any court of competent jurisdiction for the bankruptcy, declaration en desastre, judicial management, winding up, liquidation of the Customer or the appointment of any receiver over any of the assets of the Customer;
 - 9.1.4 where the Customer has been in violation of any applicable law (including but not limited to the 'Telecommunications (Jersey or Guernsey) Law, 2002'); and/or the terms and conditions of the Acceptable Use Policy; and/or the terms and conditions of this Agreement, and the terms and conditions listed in the Application Form, if any;
 - 9.1.5 causes or is likely to cause any failure, interruption, disruption or congestion of or in any Network, telecommunications network, system or service (whether of JAL/GAL or any other person);
 - 9.1.6 if it is directed to do so by any regulatory authority, and/or governmental authority and/or under any applicable law.
- 9.2 Notwithstanding anything aforesaid, this Agreement may be terminated by JAL/GAL on JAL/GAL with immediate effect.
- 9.3 In the event that the Service is terminated all sums due or accruing to JAL/GAL with respect to that Service up to the date of termination shall immediately become due and payable to JAL/GAL.
- 9.4 Termination or expiry of this Agreement for any reason is without prejudice to any rights or remedies available to or any obligations or liabilities accrued to the parties as at the date of termination and expiry.

10 Directory Services and Data Protection

- 10.1 JAL/GAL will send Personal Data supplied by the Customer to IBM India who are JAL/GAL's technology partners. IBM, who provide JAL/GAL's Customer Relationship Management systems, will store this information securely on systems based in India on behalf on JAL/GAL. JAL/GAL may use the Customer's Personal Data from time to time in compliance with the Data Protection (Jersey & Guernsey) Law, 2005 for marketing, billing, invoicing, insertion in an electronic directory, credit scoring, customer services, tracking web preference usage and the like. The Customer agrees that JAL/GAL shall share such Personal Data and other information with its group companies and selected business partners who shall assist JAL/GAL for such services. JAL/GAL reserves the right to disclose the name, telephone number and/ or email address of the Customer to an authorised agent of any of the emergency services in the event of an emergency or an official of the States of Jersey or States of Guernsey court in the case of court order.
- 10.2 JAL/GAL reserves the right to provide information in relation to the Service to any persons named in the Customer/Business Application Form.
- 10.3 The Customer may, by notifying JAL/GAL on the Application Form at the time of signing, request JAL/GAL not to use the Customer's personal data (including but not limited to their telephone number) for any marketing purposes – this includes sending or updating the Customer on new

product and services information. Failing such notification by a Customer, such Customer's personal data may be made available to be used and marked to receive such information. Full details of the use of such personal data as set out in the JAL/GAL Legal Notice on the JAL/GAL website and from time to time shall be deemed to be included and form part of this Agreement.

- 10.4 The Customer may, by notifying JAL/GAL on the Application Form at the time of signing, request JAL/GAL not to list the Customer's personal data (including but not limited to their telephone number, name and address) in any directory deliverable via the internet, in paper copy or on-line. Failing such notification by a Customer, selected information from the Customer's personal data (such as and limited to the Customer's name, address and mobile telephone number) will be published in the local Telephone Directory.
- 10.5 By entering into this Agreement, the Customer agrees to allow JAL/GAL and/or its business partners to arrange for and/or to send to the Customer advertising and promotional material relating to other services/products and the like.
- 10.6 The Customer can opt out of any mailing list by writing to JAL/GAL at the following address: Jersey Airtel Limited, Customer Services Department, 2nd Floor, Le Masurier House, La Rue Le Masurier, St. Helier, Jersey JE2 4YE, unless JAL/GAL specifies to the Customer otherwise.

11. Your Personal Data

JAL/GAL will source, hold and use your personal data in the ways highlighted in our Legal Notice.

12. Limitation of Liability

- 12.1 Notwithstanding anything to the contrary in this Agreement and to the full extent permitted by any applicable law:
 - 12.1.1 JAL/GAL shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, claims, damages, liabilities and the like howsoever caused or arising from any breach or failure by JAL/GAL caused or arising from any breach or failure by JAL/GAL to perform any of the terms and conditions under this Agreement;
 - 12.1.2 notwithstanding the generality of the aforesaid, JAL/GAL shall not be liable for consequential, special or indirect losses or damages sustained by them on account of any loss of profits, loss of customers or damage to reputation or goodwill;
 - 12.1.3 notwithstanding the generality of the aforesaid, JAL/GAL shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, claims, damages, expenses, liabilities and the like incurred or sustained by the Customer caused or as a result of:
 - 12.1.3.1 any failure, delay, interruption to or disruption of any Service in the transmission or reception of any data through any Service, howsoever caused or arising;
 - 12.1.3.2 any non-delivery of or non-receipt of an email or other message;

- 12.1.3.3 any defect or deficiency in or the breakdown or failure of any equipment or system (whether or not maintained by JAL/GAL or any other person howsoever arising;
 - 12.1.3.4 any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of any Service;
 - 12.1.3.5 any illegal (including but not limited to violation of any applicable law e.g. obscenity laws, and third party intellectual property rights) or unauthorized use (including use prohibited/unauthorised) in accordance with the terms and conditions of this Agreement) of the Service by the Customer or any person using such Service through the Customer;
 - 12.1.3.6 any use of any Age Restricted Service by under-age persons;
 - 12.1.3.7 any loss, corruption or deletion of any data or information (whether belonging to, provided or stored in any system or equipment (whether or not maintained or operated by JAL/GAL, the Customer or any other person), howsoever caused or arising;
 - 12.1.3.8 any event the occurrence of which JAL/GAL is unable to control or avoid by the use of reasonable diligence (force majeure events), including but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any applicable law, acts of war or terrorism (whether real or perceived), defaults, omissions or actions, extreme weather conditions or acts of God;
 - 12.1.3.9 any health issues arising from propagation of and/or exposure of harmful radio-frequency radiation;
 - 12.1.3.10 any error, omission or inaccuracy in any information provided by JAL/GAL whether to the Customer or any person and whether in any publication or as part of or in connection with any Service or otherwise;
 - 12.1.3.11 any liability for any unsolicited information sent to Customer via other network operators' networks while the Customer is 'roaming';
 - 12.1.3.12 the content of any material made available and/ or accessible by use of the Service.
- 12.1.4 JAL/GAL is not responsible for maintaining any insurance cover of any kind to cover any losses, damages or liabilities and the like suffered by the Customer or any third party howsoever arising in respect of the provision of the Service;
 - 12.1.5 JAL/GAL shall not be liable in any way to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, claims, damages, liabilities and the like howsoever caused or arising from acts of any party JAL/GAL is not

responsible for (including any telecommunication operator who provides part(s) of the Service). For the avoidance of doubt, it is clarified that where part(s) of the Service will be provided and/or supported by a telecommunication provider other than JAL/GAL, JAL/GAL shall not be responsible for such parts of the Service;

- 12.1.6 under no circumstances will JAL/GAL or any of the other parties involved in the provision of Content as part of the Service, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Further, JAL/GAL accepts no liability for the loss, late receipt or non-readability of any download, transmission, or other communications. The Content is obtained from a large range of sources, and JAL/GAL does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure, free from error, or not in violation of any applicable law (including but not limited to applicable obscenity laws) and third party intellectual property rights. The Customer also acknowledges that JAL/GAL has no control over the value or quality of goods, services or Content offered by third parties on or through the Service and as a result JAL/GAL cannot be responsible or liable in any way for and do not endorse, any of these goods, services or Content offered by third parties on or through the Service;
- 12.1.7 if the Customer uses their Device to access the internet or any third party service it may not be a secure environment and unwanted programs or material or viruses may be downloaded to the Customer's Device without the Customer's knowledge, which may give unauthorised access to, or damage the Customer's Device and the information stored on it. JAL/GAL is not liable or responsible in any way for such unauthorised access, damage to or loss of information on the Customer's Device whether transmitted via the Service or otherwise. Customers will remain responsible for all charges deducted from their Account for the use of any Service activated by such a virus;
- 12.1.8 subject always to the exclusions provided herein, JAL/GAL's liability to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities and the like caused or arising from any breach, failure or default of either JAL/GAL or any of its employees, representatives, agents and/or consultants to perform any of its obligations or duties to the Customer (whether arising under this Agreement or under any applicable law) with respect to any Device or Service, including those relating to product usage, product liability, data protection, and any applicable data protection law or regulation, shall not in aggregate exceed the amount equal to Charges paid or payable by Customer for a period of three (3) months immediately preceding such breach, failure or default on the part of JAL/GAL, provided that nothing in this sub-clause shall apply to limit or restrict the amount recoverable from JAL/GAL as compensation for any death or personal injury caused by the negligence or breach of duty (statutory, contractual or otherwise) of JAL/GAL.
- 12.1.9 If Customer supplies JAL/GAL with personal data, Customer shall ensure that it is accurate and up to date when disclosed. Customer shall also ensure that Customer has obtained from the individuals concerned all necessary consents under the applicable law to both the supply of the data to JAL/GAL, and the processing of it by JAL/GAL, for the purposes of performance of this Agreement, supply of the Equipment and Services and for direct marketing about JAL/GAL's similar products and services.

12.1.10 Customer expressly acknowledges and agrees that use of the device(s) is at your own sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the devices and services are provided "as is" and "as available", with all faults and without warranty of any kind, and JAL/GAL hereby disclaims all warranties and conditions with respect to the devices and services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. JAL/GAL does not warrant against interference with your enjoyment of the device (s), that the devices and services will meet your requirements, that the usage and operation of the devices and/or services will be uninterrupted or error-free, or that defects in the licensed application or services will be corrected. No oral or written information or advice given by JAL/GAL or its authorised representatives shall create a warranty. Should the device and/or services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

12.1.11 Product usage. No liable for mis-use of the product, thus incurring any charges.

13. Customers' Indemnity and Liability

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

14. Notices

14.1 All bills, notices and communications by JAL/GAL to the Customer may be sent or dispatched to the Customer by delivery, post, e-mail, facsimile transmission or any other means deemed appropriate by JAL/GAL to the address, email, facsimile or mobile number of the Customer appearing on the Application Form or in any record of the Customer maintained by the JAL/GAL or from which any communication by the Customer to JAL/GAL was dispatched or issued or otherwise last known to JAL/GAL. Any such bill, demand, notice or communication addressed and so dispatched to the Customer shall be deemed to have been received by the Customer:

14.1.1 in the case of dispatch by e-mail or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by JAL/GAL;

14.1.2 in the case of dispatch by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address; and

14.1.3 in the case of dispatch by post, five days after it was posted by JAL/GAL.

14.2 All notices and requests from the Customer to JAL/GAL shall be in writing and sent to Jersey Airtel Limited, Customer Services Department, 2nd Floor, Le Masurier House, La Rue Le Masurier, St. Helier, Jersey JE2 4YE, unless JAL/GAL specifies to the Customer otherwise. JAL/GAL shall be entitled to

regard as ineffective and invalid any notice or request of the Customer the receipt of which by JAL/GAL has not been confirmed by JAL/GAL to the Customer.

14.3 In addition to the above, any amendment, variation or supplement to this Agreement or any other published terms and conditions of JAL/GAL published in any newspaper with a mass circulation in Jersey or Guernsey, posted on any internet website maintained by JAL/GAL or otherwise made public in any manner deemed appropriate by JAL/GAL, shall constitute good and sufficient notice thereof to the Customer by JAL/GAL. Such amendment, variation or supplement shall have the effect of varying this Agreement or any other terms or conditions of JAL/GAL in the manner stated in the publication or notice and shall be effective thirty (30) days after the date of publication or posting of the notice. The Customer's continued use of the Service after the effective date of such notice shall constitute acceptance of the amendment, variation or supplement.

15. Assignment

The Customer shall not assign, transfer or encumber any or all of its rights, interests and obligations under this Agreement without the prior written consent of JAL/GAL.

16. Entire Agreement

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

17. Variation

Subject to any applicable law, JAL/GAL may amend, vary or supplement any terms and conditions of this Agreement by giving notice thereof to the Customer and any such amendment, variation or supplement shall take effect as from the date specified in such notice or in the absence thereof as from the date of such notice.

18. Severability and Waiver

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

19. Governing Law

The laws of the Island of Jersey and Guernsey shall govern this Agreement, without reference to the principles of conflict of laws. The parties irrevocably consent and submit to the exclusive jurisdiction of the Royal Court of Jersey or Guernsey (as applicable) for all matters arising under this Agreement.