

# TERMS AND CONDITIONS

## Pre-Paid Mobile Telephone Service (Pay As You Go) And Online Top-Up Service

These terms and conditions are important and should be read carefully. You should only use your Pay as you go Service and On-line Top-up Service if these terms and conditions are acceptable to You. If You have any queries regarding the terms and conditions, please telephone 01534 882882 in Jersey or 01481 882882 in Guernsey or contact Us via [www.itglobal.com](http://www.itglobal.com). Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms and Conditions](#).

For the purposes of these terms and conditions “Service” means a Pay as you go Service and, where You are Registered, the On-line Top-up Service provided to You by Us.

### 1. COMMENCEMENT AND DURATION

- 1.1 The Contract shall become effective: (a) at the time that We accept Your request for a Service, deemed to be when You connect Your Equipment to the Network; and (b) 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.
- 1.2 The Contract will remain in effect whilst You continue to use a Service subject to the conditions contained at clause 5.
- 1.3 We can cancel the Contract immediately if either of the following happens:
  - (a) You break an important condition of these Conditions or a number of less important Conditions; or
  - (b) any licence to run the Network ends.

### 2. PROVIDING A SERVICE

- 2.1 We will open an Account for Your SIM card. We will allow You to add credit to your Account and will deduct Service Charges from the Credits as You use a Service.
- 2.2 We will provide You with a Service described on Our [website](#), or any other services that We choose to make available.
- 2.3 We will try to always make a 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 your Equipment being used, or faults in other telecommunication networks to which the Network is connected.
- 2.4 We will configure Your SIM card so that Your Equipment will be automatically updated with relevant Network settings whenever You replace Your Equipment used to access a Service.
- 2.5 A 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 [Fair Usage Policy](#) and/or any other instructions provided by Us;
  - (f) it is only used with Your Equipment approved for use with the Network and all relevant laws and rules are followed;
  - (g) You install the SIM card in a personal mobile device only and not, for example, in a router;
  - (h) You comply with any reasonable requests, in particular, in relation to the investigation of fraud or other offences; and
  - (i) You are within range of base stations forming part of either the Network or any other telecommunication operator's telecommunications system that has a Roaming agreement with Us for a Service.
- 2.6 Where part or parts of a Service will be provided and/or supported by a telecommunications provider other than Us, We shall not be responsible for those parts so provided.
- 2.7 We do not guarantee that a 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 a Service from all points of access to the Network.
- 2.9 In the event that the British Pound Sterling suffers a currency devaluation as a result of an adverse change in applicable foreign exchange rates, and this devaluation directly impacts and increases Our costs in providing the Service, We reserve the right to adjust the Charges in order to take account of that increase in Our costs.

### 3. PROVIDING THE ONLINE TOP-UP SERVICE



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- 3.1 We will only provide the On-line Top-Up Service where You are Registered.
- 3.2 You may apply to be Registered where You:
- (a) if a natural person, are aged 16 years or over; and
  - (b) hold (and may legally use) a valid debit card or credit card (excluding American Express); and
  - (c) are normally resident in either of the Bailiwicks of Jersey or Guernsey.
- 3.3 In Your Application Form, You may nominate up to 5 Accounts for the purposes of the On-line Top-Up Service. Once You are Registered You may purchase Credits for any or all of Your nominated Accounts (subject to a maximum of 5 Accounts) and may pay for Credits with a valid debit card or credit card provided that You specify 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.
- 3.4 We will try to always make the On-line Top-Up Service available to You once Registered for 24 hours 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.
- 3.5 Once Registered You 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 at <https://topup.itglobal.com/>.
- 3.6 We will be entitled to accept the instructions to buy Credits using the On-line Top-up Service where valid debit card or credit card details have been provided (whether or not owned by You, once Registered) without any further enquiry or responsibility on Our part.
- 3.7 We may refuse to accept an instruction to buy Credits using the On-line Top-up Service where We cannot verify the debit card or credit card details entered.
- 3.8 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 You (and, if applicable, Your parent/guardian) will be responsible, there will be no other charges for using the On-line Top-up Service.
- 3.9 If You incorrectly enter your password on 3 attempts, We will suspend Your On-line Top-Up Service until 08:00 on the following day.
- 3.10 You will be responsible, and will indemnify us in respect of, all Service 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 person's) 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.
- 4. YOUR ACCOUNT**
- 4.1 As Service Charges are incurred they will be deducted from amounts credited against Your Account. Service Charges are normally deducted at the time a Call is made or as a Service is being used. In some circumstances, Service Charges may be deducted at a later time. You are responsible for all Service Charges correctly deducted in accordance with this clause.
- 4.2 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 clause 5.
- 4.3 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 1 minute's duration or pay for the Chargeable Service. No interest will be paid on Credits.
- 4.4 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.
- 4.5 Once a Credit has been applied to Your Account it may not be refunded.
- 4.6 Credits are not transferrable from an Account to a post-paid mobile telephone account or any other account with Us.
- 4.7 For the purposes of fraud prevention, We reserve the right from time to time to:
- (a) use (and share with appropriate authorities) Your details for the purpose of preventing and detecting fraud and seeking to recover damages and costs arising from fraud or other unlawful activity on Your part;
  - (b) record, and pass to the appropriate authorities, details of any false or inaccurate information provided by You or where We suspect fraud or any other unlawful or improper activity on Your part; and
  - (c) pass on and share information with other communication service providers and network operators for the detection and prevention of theft and fraud.
- 5. SUSPENSION OR DISCONNECTION OF THE SERVICE**

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- 5.1 You must undertake an Account top-up at least once every 210 days (7 months) to allow You to use a Service and to remain connected to the Network. Failure to do so will result in that Service becoming suspended and You will not be able to make or receive Calls, or use Chargeable Services.
- 5.2 When a Service is suspended You have 60 days (2 months) during which You may reactivate it by undertaking an Account top-up. If You do not contact Us within 60 days (2 months) of a Service being suspended You will not be able to make or receive Calls or use Chargeable Services. When a Service has expired You have 30 days (1 month) to undertake an Account top-up to reactivate Your Account. If You do not contact Us within 30 days (1 month) we will disconnect that Service and Your mobile number and any outstanding Credits will be lost.
- 5.3 We may suspend a 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 adhere to these Conditions or any other agreement with Us;
  - (c) We have reasonable grounds to suspect that a 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 a Service is disproportionate or abnormal compared to the usage that would be expected from a normal user of a 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.
- 5.4 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 being used without the permission of the card owner;
  - (c) it is necessary for any security reasons; for instance, Your password has been entered incorrectly 3 times or We consider that someone else is using Your On-line Top-up Service with or without Your knowledge; and/or
  - (d) We have reasonable grounds to believe that You have provided Us with false, incomplete or misleading details about You (including, but not limited to, Your name, current and/or previous address(es), date of birth, telephone numbers, employment information, and bank and credit or debit card information) when You applied for the On-line Top-up Service or if You have failed to tell Us if any of these details have changed since You applied for the On-line Top-up Service.

## 6. EXCLUSION AND LIMITATION OF LIABILITY

The following provisions set out Our entire liability (including any liability for the acts and omissions of Our employees, agents and subcontractors) 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 a Service. **Your attention is in particular drawn to these provisions.**

- 6.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 6.2 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 a Service except as provided in clause 9.1 above. Whilst We will use Our reasonable endeavours to maintain the quality of a Service and to ensure that a Service is available at all times We make no representation or warranty in relation thereto.
- 6.3 Without prejudice to the generality of clauses 9.1 or 9.2, 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 a Service or any website or email address (and without prejudice to the generality of the foregoing and clause 9.1 and 9.2, We shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 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) Your use of a Service and/or Your activities, including 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; or
  - (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

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using the On-line Top-up Service.

- 6.4 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 a Service or otherwise and any such insurance cover shall be Your responsibility.
- 6.5 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 We are not responsible and national and/or civil emergencies.
- 6.6 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 for any 1 event or series of events shall in any event be limited to £100.00.
- 6.7 Each provision of this clause shall operate independently of each other provision of this clause.
- 6.8 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 a 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.
- 6.9 You acknowledge and accept that provision of a 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. We do not accept liability to You or anyone with respect to the effects of the same.
- 6.10 We do not accept liability for any unsolicited information sent to You via other network operators' networks while You are Roaming.

## 7. DATA PROTECTION

- 7.1 For the purposes of complying with the Data Protection (Jersey) Law 2018 and the Data Protection (Bailiwick of Guernsey) Law 2017, We have prepared a privacy policy in relation to personal information to be collected by Us in relation to the Contract, a copy of which can be found On-line at <https://www.jtglobal.com/global/privacy-policy/>.
- 7.2 You acknowledge receipt of such policy and agree that a copy of the policy shall be made available to any natural person in relation to whom We receive personal information in relation to the Contract.

## 8. GENERAL

- 8.1 You may not transfer or try to transfer any of Your rights and responsibilities under this Contract. We may transfer any of Ours without Your permission, provided the level of service You currently experience is not reduced as a result.
- 8.2 If Your SIM card is lost, stolen or damaged, We may charge You for a replacement.
- 8.3 If any of these Conditions is not legally effective, the remainder of the Conditions 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.
- 8.4 We reserve the right to refuse any request for information where We are unable to verify that the caller is the rightful user of a Service.
- 8.5 We may modify these Conditions and the Service Charges at any time. We will notify You of any such changes by Publishing them. By continuing to use a Service following any such changes You will be deemed to accept such changes.

## 9. 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.

## 10. GOVERNING LAW

- 15.1 A Contract made between You and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Jersey and both You and We hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.
- 15.2 A Contract made between You and JT (Guernsey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Guernsey and both You and We hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.