

JT POST-PAID 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 01534 882882 in Jersey or 01481 818152 in Guernsey or contact JT via www.jglobal.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 a Service as signed by the Customer and submitted to JT.
- 1.2. "Call" means the sending and/or receiving of a signal.
- 1.3. "Calling Line Identity" means the signalling information passed by the party originating a Call to the party receiving that Call which identifies the telephone number from which the Call originated.
- 1.4. "Conditions" means these terms and conditions, the Application Form, any appropriate Product Description, and any variations thereto.
- 1.5. "Contract" means the agreement made between the Customer and JT for the provision of a Service which agreement is governed by the Conditions.
- 1.6. "Customer" means the person or persons named in the Application Form.
- 1.7. "Customer Equipment" means any apparatus used by the Customer in order to use the SIM Card.
- 1.8. "Directory" means any listing of names and related postal addresses, telephone numbers and/or email addresses as compiled by JT and deliverable in paper copy, On-line or on or by other media.
- 1.9. "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.
- 1.10. "GPRS" means a packet based wireless communication service with data rates of up to 114Kbps which allows for continuous connection to the Internet.
- 1.11. "GSM" means the standard known as the Global System for Mobility used in portable telephony.
- 1.12. "GST" means Goods and Services Tax charged in the Bailiwick of Jersey, where applicable, by JT to the Customer in addition to 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.
- 1.13. "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.
- 1.14. "JT" means JT (Jersey) Limited, registered number 83487, having its principal place of business at 1 The Forum, Grenville St., St Helier, Jersey, JE4 8PB or JT (Guernsey) Limited, registered number 39971, having its principal place of business at 24 High Street, St Peter Port, Guernsey GY1 2JU, and their successors or assigns as notified to the Customer from time to time.
- 1.15. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.16. "JT Pay Monthly" means an agreement between JT and a Customer for the purchase of Customer Equipment by means of payment by monthly instalments for the duration of the Minimum Contract Period in accordance with the JT Equipment Purchase Terms and Conditions.
- 1.17. "Minimum Contract Period" means:
 - 1.17.1. a period of twelve months from the commencement of the Contract or the term the Customer signs up to in the Application Form; or
 - 1.17.2. a period of twelve or twenty-four months as selected by a Customer purchasing Customer Equipment under a JT Pay Monthly plan; or
 - 1.17.3. a period of one month where a Customer is not: (i) party to a Contract with JT which specifies a Minimum Contract Period in accordance with clause 1.17.1; or (ii) purchasing Customer Equipment by means of a JT Pay Monthly plan; or
 - 1.17.4. any remaining minimum contract period relating to a Service in the case where the Customer has taken over that Service without break or without alteration of that Service by JT from another customer.
- 1.18. "Network" means:
 - 1.18.1. the GSM mobile telecommunications system as operated by JT; and/or
 - 1.18.2. the GPRS data network as provided by JT (as applicable)

- 1.19. "On-line" means accessible over the world wide web at JT's site at www.jtglobal.com or such other site as may be notified from time to time.
- 1.20. "Product Description" means the description and any technical specification of a Service, together with any applicable Customer specific service level agreement, as available from JT's office(s) in Jersey and/or Guernsey as applicable, On-line or as provided to the Customer.
- 1.21. "Publish" or "Publishing" means the provision by JT of a notice to Customers by JT displaying and/or making that notice available at JT's office(s) in Jersey and/or Guernsey as applicable and/or On-line.
- 1.22. "Relevant Subscriber" means a Customer (a) whose Contract with JT has a Minimum Contract Period of not less than two (2) months and that Minimum Contract Period has not expired, and (b) who is either: (i) an individual customer resident in the Channel Islands; or (ii) a business located in the Channel Islands with fewer than ten employees;
- 1.23. "Roaming" means use of the SIM Card whilst connected to either a GSM system or a GPRS data network other than the Network.
- 1.24. "Service" means:
 - 1.24.1. the provision to the Customer of access to the Network, and that of other GSM systems providers with whom JT has Roaming agreements in place, by way of wireless telegraphy enabling two way transmission of speech or data, and such other services that JT may choose to make available as part of a Service or any Service selected by the Customer to be supplied by JT in the Application Form where these Conditions are stated to apply; and/or
 - 1.24.2. the provision of a BlackBerry or other email-based solution (as applicable).
- 1.25. "Service Charges" means the sums, including GST where applicable, charged to the Customer by JT for the provision and use of a Service.
- 1.26. "SIM Card" means the Subscriber Identity Module smart card supplied to the Customer by JT to enable access to a Service.
- 1.27. "Type Approved Equipment" means any apparatus, which has been approved by the British Approvals Board for Telecommunications (BABT) or approved by JT for use in connection with a Service.
- 1.28. "Usage Policy" means any policy relating to the expected and/or actual use of a Service by the Customer as available from JT's office(s) in Jersey and/or Guernsey as applicable 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 from the earlier of: (a) when the Application Form has been received and accepted by JT; or (b) when a Service is provided to the Customer.
- 2.2. Subject to the provisions of clauses 14.1, 14.2 and 14.3 hereunder the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated in accordance with clause 14.4 below.
- 2.3. Save where termination is notified by the Customer to JT under clause 14.2 or 14.3 below, if: (a) the Customer terminates the Contract during the Minimum Contract Period; or (b) pursuant to clause 6 below, JT either cancels a Service during the Minimum Contract Period or suspends or limits a Service during the Minimum Contract Period and does not reinstate it, the Customer shall, even if JT has terminated the Contract pursuant to clause 14 below by reason of the matter giving rise to the cancellation, suspension or limitation of a Service, pay a sum equal to the Service Charge and any extra charges which would have been payable to JT for the balance of the Minimum Contract Period.
- 2.4. Notwithstanding clause 2.3 above, a Customer purchasing Customer Equipment under a JT Pay Monthly plan may terminate the Contract at any time during the Minimum Contract Period pursuant to clause 14.4 without penalty provided that the Customer has paid to JT the full balance of the cost of the Customer Equipment owed to JT for the remainder of the Minimum Contract Period.
- 2.5. Nothing in this clause shall prevent either party from terminating the Contract in accordance with clause 14 below.

3. VARIATION

- 3.1. JT may from time to time vary the Conditions and Product Description applicable to a 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 Publish notice of such variation.

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- 3.2. Subject to clause 3.5 below, JT may vary all or any of the Service Charges by Publishing any such variation in a schedule of tariffs, such variation to have immediate effect unless stipulated otherwise.
- 3.3. JT may increase any or all of the Service Charges by Publishing any such variation in a schedule of tariffs where the increase is directly referable to the introduction of, or increase in, any direct tax or other government duty or levy of whatever description. Such variation shall have immediate effect as of the date of the publication of the variation or on such later date that may be specified in the notice.
- 3.4. JT may apply an annual increase to the Service Charges paid by the Customer under a Contract equal to the annual percentage increase (if any) in the All Items Retail Prices Index (RPI) in Jersey or the "all items" RPI in Guernsey (as applicable) published in the September immediately preceding the increase in Service Charges.
- 3.5. JT shall give a Relevant Subscriber not less than two calendar months' notice of any increase in the Service Charges (other than an increase made pursuant to clause 3.3 or 3.4) applicable to that Relevant Subscriber's Contract by Publishing any such variation in a schedule of tariffs, such variation to have effect on the date specified in the notice. If the Relevant Subscriber has a JT Pay Monthly Plan at the date that JT gives such notice, JT shall also provide that Relevant Subscriber with written notice of the outstanding balance owed to JT by that Relevant Subscriber for the remainder of the relevant JT Pay Monthly Plan that the Relevant Subscriber will be required to pay to JT if the Relevant Subscriber wishes to terminate its Contract pursuant to clause 14.3.
- 3.6. Other than as stated above any variations to the Contract shall be made in writing by JT and signed by a duly authorised officer of the same.
- 3.7. Save as herein expressly provided no servant or agent of JT 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. SERVICE**
- 4.1. A Service does not include the provision of Customer Equipment unless specified as part of a selected product offering as advertised. If Customer Equipment is provided by JT as part of a Service then the JT Equipment Rental Terms and Conditions will apply to the Customer Equipment. Where Customer Equipment is purchased separately or by means of JT Pay Monthly, the JT Equipment Purchased Terms and Conditions will apply.
- 4.2. Where part or parts of a Service will be provided and/or supported by a telecommunications provider other than JT, JT shall not be responsible for those parts so provided.
- 4.3. JT reserves the right to vary the technical specification of a Service at any time.
- 4.4. JT 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 a Service.
- 4.5. JT will deliver a Service to the Customer using the most appropriate method, medium or technologies as decided by JT at its sole discretion.
- 4.6. Customer Equipment must be Type Approved Equipment.
- 4.7. JT reserves the right without penalty to alter the names, codes or numbers allocated from time to time by JT for use in connection with a Service and all and such names, codes or numbers remain the property of JT.
- 4.8. JT does not guarantee that a 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 associated with a Service from all points of access to the Network.
- 4.9. JT does not guarantee that all facilities accessible via the Network will be available to the Customer. In addition JT is only responsible for certain elements of the Network and JT 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 JT reserves the right to provide information with respect to a Service provided to the Customer to any of the persons named in the Application Form.
- 4.11. JT 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 a Service, or in an emergency, to the emergency services.
- 4.12. The Customer acknowledges that JT is unable to exercise control over the content of data accessed, transmitted or published by the Customer and undertakes to use a Service only for lawful purposes.
- 4.13. For reasons beyond JT's control, there is a risk that communications made using a Service may be unlawfully intercepted or accessed by someone other than the intended recipient. Further, JT 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. JT is not responsible for the content of any material made available and/or accessible by use of a Service.
- 5. CUSTOMER DETAILS AND DATA PROTECTION**
- 5.1. The Customer may, by notifying JT in writing either on the Application Form or to JT's office in Jersey or Guernsey as applicable, ask JT not to list the Customer. Where the Customer is "Not Listed" JT shall not publish the Customer name, corresponding postal address, telephone number(s) or email 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 JT will publish the Customer name, corresponding postal address, telephone number(s) and email 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. JT will release the Customer's Calling Line Identity to any customers who are called by the Customer via a Service irrespective of whether the Customer is Listed or Not Listed.
- 5.4. Where the Customer requests JT to provide Directory entries or advertising services in connection with a 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 JT'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 JT, 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 JT services or products or third party products or services as chosen by JT.
- 5.6. The Customer may withdraw such permission as given above in clause 5.5 by notifying JT in writing either on the Application Form or to JT's office in Jersey or Guernsey as applicable.
- 5.7. JT will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Contract to anyone other than (i) members of the JT Group; or (ii) subject to the relevant Data Protection legislation, third party sub-contractors or agents engaged by JT, such disclosure being made in either case in order for it to be able to provide the Customer with a Service.
- 5.8. JT adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005 or the Data Protection (Bailiwick of Guernsey) Law 2001 as applicable, details of which policies are included in the relevant Consumer Code of Practice which can be found On-line at www.jtglobal.com.
- 5.9. JT 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 A SERVICE**
- 6.1. JT may (without prejudice to any other right or remedy) suspend limit or cancel a Service to the Customer without penalty and with immediate effect:
- 6.1.1. during any technical failure, modification or maintenance of a Service or where it is unable to provide a Service for reasons beyond its control or otherwise for reasons not its fault provided that JT will use its reasonable endeavours to procure resumption of a Service as soon as reasonably practical;
- 6.1.2. where JT knows or has reasonable grounds to suspect that the Customer's SIM Card is or may be being used illegally or fraudulently;
- 6.1.3. where JT, in its sole opinion, suspects or has reasonable grounds to suspect that the flow of Calls made using a Service

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to any particular destination is disproportionate or abnormal compared to the flow of Calls that would be expected from a normal user of a Service;

- 6.1.4. where JT knows or suspects the Customer Equipment to have been obtained illegally;
 - 6.1.5. if the Customer fails to observe or perform the Conditions; or
 - 6.1.6. if JT has reasonable grounds to believe that the Customer has provided JT with false, misleading or incomplete details about him- or herself or any other person who may use a Service (including, but not limited to, name, current and previous address(es), date of birth, telephone numbers, employment information and bank and credit or debit card information) when the Customer applied for a Service or thereafter or that the Customer has failed to tell JT if any of these details have changed.
- 6.2. Notwithstanding any suspension, limitation or cancellation of a Service under this clause the Customer shall remain liable for all charges due hereunder throughout the period of suspension, limitation or cancellation unless JT 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 or limitation or the seventh day of cancellation.

7. CHARGES AND PAYMENT

- 7.1. The Service Charge shall comprise:
- 7.1.1. any connection charge for a Service, whether initial or after suspension, limitation or cancellation;
 - 7.1.2. any rental charge (payable in advance) for a 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 where applicable in respect of the supply of Services, JT 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 a Service shall be joint and several.
- 7.4. Where the Customer requests additional services to be used in conjunction with a Service JT 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 JT may charge additional sums. JT 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 JT 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 a Service.
- 7.6. Service Charges and/or any additional sums are payable in full on demand or as otherwise agreed between the Customer and JT. 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 JT shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 7.7. JT reserves the right to request the payment of a surety deposit from the Customer, such surety deposit to be used by JT in the event that the Service Charges are not paid by the customer pursuant to clause 7.6. JT will repay any such surety deposit to the Customer when the Customer has established a satisfactory payment history for a Service at JT's sole determination or when a Service is terminated and all Service Charges are fully paid by the Customer.
- 7.8. JT reserves the right to charge an administration fee in addition to the Service Charges where: (i) the Customer chooses to receive a paper copy of a bill; and/or (ii) the Customer pays the Service Charges in a bill by any payment method other than by Direct Debit.
- 7.9. JT 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.

- 7.10. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
- 7.10.1. make searches about the Customer at credit reference agencies and elsewhere to verify the Customer's identity and to help JT to decide whether to accept the Customer's application for Service and/or to continue to provide Service to the Customer;
 - 7.10.2. use (and share with debt collection agencies and appropriate authorities) the Customer's details for the purpose of collecting debts, preventing and detecting fraud and seeking to recover damages and costs arising from fraud or other unlawful activity on the part of the Customer;
 - 7.10.3. record, and pass to the appropriate authorities, details of any false or inaccurate information provided by the Customer or where JT suspects fraud or any other unlawful or improper activity on the part of the Customer; and
 - 7.10.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

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 a Service in accordance with the specification contained in the Application Form, Product Description, any relevant Usage Policy and any instructions provided by JT and shall only use a Service for the purpose for which it was designed;
 - 8.1.2. comply with JT'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 a Service;
 - 8.1.4. use Customer Equipment in accordance with the manufacturer's and/or JT's recommendations;
 - 8.1.5. keep any login code, PIN and/or password assigned by JT or otherwise for use of a Service secure and not disclose the same to any unauthorised person;
 - 8.1.6. immediately notify JT should the Customer know or suspect that:
 - (a) a login code and/or password has been obtained by any unauthorised person; or
 - (b) unauthorised access to Customer Equipment, either physical or otherwise is being or has been made;
 - 8.1.7. be responsible for all and any charges of any nature that may be incurred by JT and/or the disclosure of any information as a result of any use, authorised or not, of the login code and/or password;
 - 8.1.8. be responsible for all damage or loss caused to JT or third parties by misuse of a Service other than due to the acts or omissions of JT its employees, agents and/or subcontractors;
 - 8.1.9. take all appropriate measures to safeguard the security of data sent by means of a Service;
 - 8.1.10. promptly advise JT in writing of any change of billing address, contact address or contact number; and
 - 8.1.11. promptly advise JT 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 a Service to any other party without the prior written agreement of JT;
 - 8.2.2. use a Service fraudulently or in connection with a criminal offence or to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
 - 8.2.3. use a Service to access, transmit, publish, display, advertise or make available material which infringes copyright or any other intellectual property right held in any country, is obscene or pornographic, contains threats of any kind, 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 a Service for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect other users of any telecommunications system; or

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

9. ASSIGNMENT

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

9.2. JT 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 JT 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 JT'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 a Service. **The Customer's attention is in particular drawn to these provisions.**

10.2. JT 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), JT 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 a Service except as provided in clause 10.2 above. Whilst JT will use its reasonable endeavours to maintain the quality of a 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 clauses 10.2 or 10.3, JT 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 a Service or any website or email address (and without prejudice to the generality of the foregoing and clause 10.2, JT 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 JT) 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 a Service and any product supplied with it for the purpose for which it was designed; and

10.4.7. any use of a Service by or activities of the Customer, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any domain name) infringe obscenity laws, constitute threats, are in any way defamatory or are illegal or 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. JT is not responsible for maintaining any insurance cover of any nature to cover any loss by the Customer or any other party arising from the provision or unavailability of a Service or otherwise and any such insurance cover shall be the responsibility of the Customer.

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

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

10.8. The Customer agrees to indemnify JT and hold JT 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 JT by any third party located in any jurisdiction arising from any use of a Service provided to the Customer (by either the Customer or any other party) constituting any unlawful act or otherwise giving rise to any liability. The Customer shall immediately notify JT in writing of any

such claims of which it becomes aware. The Customer further agrees to offer all reasonable assistance to JT in defending such claims at the sole expense of the Customer.

10.9. The Customer acknowledges and accepts 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. JT does not accept liability to the Customer or anyone with respect to the effects of the same.

11. FORCE MAJEURE

JT 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 JT is not responsible (including any other telecommunications provider that provides part or parts of a Service) and national and/or civil emergencies.

12. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding a Service and contain the whole agreement between the parties relating to a 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, email 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 JT 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. JT's address for correspondence in the Bailiwick of Jersey shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.

13.4. JT's address for correspondence in the Bailiwick of Guernsey shall be 24 High Street, St Peter Port, Guernsey GY1 2JU.

14. TERMINATION

14.1. The Contract may be terminated immediately by JT without penalty to itself if the Customer:

14.1.1. fails to satisfy JT 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 JT;

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. is declared en désastre or passes any special resolution to enter into voluntary liquidation or is placed into compulsory liquidation by act of the Royal Court of Guernsey or a summons or process is served upon the Customer with the intent of obtaining any such order or the Customer becomes bankrupt or otherwise commits any act indicative of or analogous to insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Guernsey or elsewhere;

14.1.5. fails to observe or perform the Conditions or the conditions of any other agreement or contract made between the Customer and JT and fails to remedy such breach as soon as possible and in any event within 28 days after the date that JT serves written notice on the Customer in relation to such breach;

14.1.6. uses a Service in a manner which is unsafe or which has not been approved by JT;

14.1.7. uses a Service fraudulently or in connection with a criminal offence;

14.1.8. makes improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of a Service;

14.1.9. makes improper use, within the meaning of Article 16(1) of the Telecommunications (Bailiwick of Guernsey) Law 2001, or any amendment or supervening law thereto, of a Service;

JT POST-PAID MOBILE TELEPHONE SERVICE

TERMS AND CONDITIONS

- 14.1.10. does or allows to be done anything which in JT's opinion will or may have the effect of jeopardising the operation of the telecommunications system provided by JT to any of its customers;
- 14.1.11. connects equipment other than Type Approved Equipment to a Service; or
- 14.1.12. enters into a contract with another telecommunications provider for part of a Service and such contract is suspended or terminated.
- 14.2. The Contract may be terminated by the Customer if:
- 14.2.1. JT unreasonably exercises its rights of variation or suspension under the Contract, by the Customer giving written notice to JT within 14 days of the notice of variation or suspension;
- 14.2.2. JT exercises its rights of variation of the technical specification of a Service such that performance of the same is materially degraded, such termination to be on 14 days' written notice without further obligation;
- 14.2.3. JT 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 JT in relation to such breach, by giving written notice to JT of such termination.
- 14.3. If JT notifies a Relevant Subscriber of an increase in the Service Charges pursuant to clause 3.5 the Relevant Subscriber may terminate its Contract immediately without penalty provided that:
- 14.3.1. the Relevant Subscriber gives JT written notice of its intention to terminate before the expiry of the two-calendar month notice period; and
- 14.3.2. the Relevant Subscriber pays to JT the full balance of the cost of Customer Equipment owed to JT under a JT Pay Monthly Plan (if applicable) in accordance with clause 2.4 within 30 days of the Relevant Subscriber giving JT written notice of its intention to terminate.
- 14.4. Subject to clauses 2.2, 14.1, 14.2 and 14.3 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; at least one calendar month notice prior to the effective date of the purported termination of the Contract is required by either party 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.
- 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**
- 16.1. A Contract made between the Customer and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.
- 16.2. A Contract made between the Customer and JT (Guernsey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Guernsey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.
- 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 JT from time to time that such Roaming is permitted to that country. In addition access to the BlackBerry Solution outside the Bailiwicks of Jersey and Guernsey is subject to any GPRS roaming arrangements that JT has with other networks. An up to date list of countries where GPRS Roaming is available can be seen on the Internet at www.jtglobal.com. The Customer agrees to indemnify JT in respect of loss or damage suffered by JT in the breach of this provision.
- 17.4. JT 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 Wireless Handheld are covered by separate terms and conditions specified by Research In Motion Limited and referred to in clause 17.5 below. JT 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 JT's control and in any event JT is not liable for any loss suffered by the Customer or any third party as a result of any interruption to the BlackBerry Solution lasting less than 3 (three) days. The Customer acknowledges that JT is not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than JT.
- 17.5. When JT 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 JT 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 returns the software and all accompanying documentation and packaging and proof of purchase to JT, then JT will refund the Customer all monies paid to JT for the BlackBerry Handheld Device. JT 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 17.5.
- 17.6. JT will give the Customer notice of the end of life of a particular product (Notice) within 30 days of when JT is notified in writing from its third party supplier that such products have reached their end of life or when the agreement between JT and the third party supplier has come to an end. The Notice will clearly state that JT'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.