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Airtel Vodafone Pay-as-You-Go 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** "Account" means the account in which Guernsey Airtel Limited for Guernsey customers or Jersey Airtel Limited for Jersey customers ("Airtel-Vodafone") records the Credits and Charges using a SIM Card;
- 1.2** "Acceptable Use Policy" or "Fair Usage Policy" as defined in 9.2.17.1 below;
- 1.3** "Age Restricted Service" means any Service, which is specified for, use either by Airtel-Vodafone or under any applicable law only by Customers over a certain age;
- 1.4** "Agreement" means these terms and conditions and provisions, as amended from time to time;
- 1.5** "Airtel-Vodafone" means for Guernsey customers, Guernsey Airtel Limited, whose registered office is at 45 High Street, St Peter Port, Guernsey, GY1 2JT; and for Jersey customers, Jersey Airtel Limited, whose registered is at 2nd Floor, Le Masurier House, La Rue Le Masurier, St Helier, Jersey JE2 4YE;
- 1.6** "Application Form" means the application form signed by the Customer and presented to Airtel-Vodafone;
- 1.7** "Call" means the sending and/or receiving of the signal;
- 1.8** "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 Airtel-Vodafone, from time to time;
- 1.9** "Credits" means the amounts credited to the Customer's account using any of the methods listed in Clause 4 & 5 hereto;
- 1.10** "Customer" means any person who applies or subscribes for or utilises the Service;
- 1.11** "Content" means information, communications, images and sounds, software or other material contained on or available through the Service;
- 1.12** "Device" means a mobile telephone, device, SIM Card or data card either approved or not approved by Airtel-Vodafone;
- 1.13** "Directory" means any listing of names and related postal addresses, telephone numbers and/or email addresses as completed by Jersey Telecom, Cable & Wireless/ Sure or Wave Telecom and deliverable in paper copy, on-line or by other media;
- 1.14** "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;
- 1.15** "Equipment" means any apparatus used by the Customer to use the Device (including a SIM Card);
- 1.16** "Fair Usage Policy" as defined in 9.2.17.1 below;
- 1.17** "GSM" means the standard known as the Global System for Mobility used in portable telephony;
- 1.18** "Network" means the GSM telecommunications system by which Airtel-Vodafone makes the Service available in Guernsey and/ or Jersey;
- 1.19** "On-Line Service" means the on-line pre-paid debit and/or credit card top up service provided to the Registered User;
- 1.20** "Personal Data" means data that relates to a Customer from which such a Customer may be identified;
- 1.21** "Registered User" means any Customer who is registered on Airtel-Vodafone's web-site to use the On-Line Service;
- 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 services offered by Airtel-Vodafone from time to time and the provision of access to the Customer to the Network and the GSM mobile telecommunication networks of other service providers with whom Airtel-Vodafone has roaming agreements;
- 1.23** "SIM Card" means 'Subscriber Identity Module' card as supplied by Airtel-Vodafone to the Customer to enable access to the 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 the Agreement to any condition shall be construed as a reference to the condition in the Agreement unless otherwise 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 Airtel-Vodafone and/or the Service is provided to the Customer.

3. Services

- 3.1 Airtel-Vodafone shall open an Account for the Customer's SIM Card. Further, the Customer will be able to add Credits to his/her Account in the manner prescribed in clause 4 and 5.
- 3.2 The Service does not include the provision of Equipment unless specified on the Application Form or any communication authorised by Airtel-Vodafone. If Equipment is provided by Airtel-Vodafone as part of the Service, then the Customer acknowledges that additional terms and conditions, as notified by Airtel-Vodafone to the Customer may apply.
- 3.3 Airtel-Vodafone 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 Airtel-Vodafone does not guarantee that the Service will enable the Customer to make a Call to all destinations available on the Network.

4. Top-Up on-Line services

- 4.1 The On-Line Service shall be provided only to Registered Users who have registered using the on-line Application Form found on Airtel-Vodafone's official website.
- 4.2 The Customer shall nominate only one Account for the purposes of obtaining the On-Line Service and may pay for Credits with a valid debit or credit card. There are no age restrictions on this service, however the individual must

have their own debit/credit card to pay for Credits. The Customer acknowledges that it will be able to buy Credits using the On-Line Service up-to a maximum total amount stated on Airtel-Vodafone's official website.

4.3 The Customer agrees that Airtel-Vodafone shall be able to accept instructions to buy Credits using the On-Line Service only where a correct user name and password has been entered (whether by the Registered User or any other person) and valid debit and credit card details have been provided (whether owned by the Registered User or any other person) without any further enquiry by Airtel-Vodafone or liability on Airtel-Vodafone's account.

4.4 Once the Customer's instructions are accepted by Airtel-Vodafone, the Customer will receive a confirmation text message containing confirmation of the mobile phone number to which the Credit is to be granted and the amount of the Credit.

4.5 Airtel-Vodafone may refuse to accept an instruction to buy Credits using the On-Line Service in the event that it cannot verify the debit card or credit card details entered.

4.6 The Customer's access to the On-Line Service may be suspended in the event that such Customer enters an incorrect password three times.

4.7 The Customer must not disclose to any other person his/her username and/or password and must not allow any other person to use their On-Line Service on the Customer's behalf. The Customer has the responsibility to notify Airtel-Vodafone immediately if the Customer suspects that any other person knows his/her password to the On-Line Service. On such notification, Airtel-Vodafone shall immediately suspend the use of the password in connection with the On-Line Service. If the Customer wishes to continue to use the On-Line Service the Customer must re-register a new password with Airtel-Vodafone.

5. Top-Up via Airtel-Vodafone shop/ dealer

5.1 In-store credit transfer – Credit phone transfer to customer handset:

5.1.1 For Credit purchased in the Airtel-Vodafone Shops at 45 High Street, St Peter Port, GY1 2JT or 26 Queen Street, St Helier, JE2 4WD or from any of the Airtel-Vodafone dealers, top-up credit will be transferred via a special Credit phone and will require the Customer's mobile phone Device to perform the Credit transfer. Once Credit is transferred to the Customer's Device, the Customer will then receive a text message containing confirmation of the mobile phone number to which the top-up is to be granted and the amount of the top-up. There are no restrictions on the amount of mobile phone Credit that Customers can top-up.

5.2 Scratch card Top-Up:

5.2.1 For scratch card top-up Credit purchased in the Airtel-Vodafone Shop or from any of the Airtel-Vodafone dealers, top-up Credit will be transferred through the Customer scratching the appropriate area on the purchased card and entering the 12 digit number into their mobile phone device. The Customer must then check their Credit balance to ensure the top-up card amount has been credited to their phone. (This process of topping-up will take a few minutes to update).

6. Warranties

The Customer acknowledges that the warranties provided for in this Agreement constitute the only warranties made by Airtel-Vodafone 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.

7. 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 Airtel-Vodafone immediately in the event that any Device including a SIM Card is stolen or lost and Airtel-Vodafone 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 Airtel-Vodafone may charge for the replacement of any Device (including a SIM Card), which is lost, stolen or damaged.

8. Charges

- 8.1 The Customer shall only be charged in respect of the Service that it has applied or subscribed for or has utilised.
- 8.2 The Charges shall consist of and be incurred as follows:
- 8.2.1 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 shall be responsible for all Charges correctly deducted in accordance with this clause;
- 8.2.2 The Customer acknowledges that they may not be able to make any calls or use any of the Service until an Account top-up has been made as to use the Service the Customer must have sufficient Credit in their Account. The Charges for services from Airtel-Vodafone can be found on our website www.airtel-vodafone.com;
- 8.2.3 Any dispute concerning the amount of Credit on your account will be determined by Airtel-Vodafone's records.
- 8.2.4 The customer acknowledges that they will be charged per minute for all calls. These charges will be deducted from their account accordingly.
- 8.2.5 The customer acknowledges that they will be charged per minute for all calls to non geographic numbers regardless of the charging unit defined in individual price plans. The prefixes are: 0800 / 084X / 087X / 09XX
- 8.2.6 The Customer acknowledges that there may be additional Charges in respect of making calls, sending texts and downloading/uploading data content or files when roaming and using other mobile operator networks around the world.
- 8.2.7 The Customer acknowledges that there may be additional Charges when callers leave messages on the voicemail service whilst roaming.
- 8.2.8 The Customer acknowledges that accessing any left messages on voicemail whilst roaming will incur standard roaming charges. These are the same as calling a Channel Islands number whilst roaming.



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9. Obligations of Customer

9.1 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 jurisdiction outside the Bailiwick of Guernsey or Jersey, the use of the Service may be subject to different laws and regulations that apply in that country. Airtel-Vodafone is not liable in any manner whatsoever in the event of the Customer's failure to comply with those laws and regulations.

9.2 The Customer shall:

- 9.2.1 Not use, make use of, cause, allow or permit to be used the Service for any improper, fraudulent or unlawful purpose 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;
- 9.2.2 Not cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience whether to Airtel-Vodafone or any of Airtel-Vodafone's customer's which shall include the use of the Network for the persistent sending of unsolicited communications without reasonable cause;
- 9.2.3 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;
- 9.2.4 Comply with any reasonable instructions issued by Airtel-Vodafone in respect of the use of the Service and co-operate with Airtel-Vodafone in Airtel-Vodafone's reasonable security and other checks (which may include making phone calls);
- 9.2.5 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;
- 9.2.6 Not use, make use of, cause, allow or permit to be used, copy, modify, store, forward, publish or distribute the Content without Airtel-Vodafone's express permission;
- 9.2.7 Only use, make use of, cause, allow or permit to be used Content for personal use and not for any commercial purpose or distribute it commercially;
- 9.2.8 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 Airtel-Vodafone;
- 9.2.9 Not use, make use of, cause, allow or permit to be used the Service to circumvent the Age Restricted Service mechanisms;
- 9.2.10 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;
- 9.2.11 Not sell, transfer or assign any telephone numbers associated with the Service without the express written consent of Airtel-Vodafone;
- 9.2.12 Not use, make use of, cause, allow or permit to be used the Service fraudulently or in connection with a criminal offence;
- 9.2.13 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 or any instructions provided by Airtel-Vodafone in respect of the Service;
- 9.2.14 Not use, make use of, cause, allow or permit to be used the Service in any manner or for any purpose which may result in hacking, spamming, illegal access to computers or networks and the like;
- 9.2.15 Be responsible for all damage or loss caused to Airtel-Vodafone or third parties due to misuse of the Service other than any acts or omissions caused by Airtel-Vodafone;
- 9.2.16 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 programs which come in the form of viruses, Trojans, worms, spy-wear;
- 9.2.17 Not exceed what Airtel-Vodafone deems to breach its Fair Usage Policy.

9.2.17.1 *Fair Usage Policy defined as:* Airtel-Vodafone reserves the right to withdraw or change any customer's pay-as-you-go service whose use of the service, in the opinion of Guernsey Airtel Limited, meets one or more of the following:

- 9.2.17.1.1 Significantly exceeds the usage reasonably expected of a standard customer on the tariff in question;
- 9.2.17.1.2 Provides a potential risk to the degradation of service levels to any other customer;
- 9.2.17.1.3 Puts the mobile network of Airtel Vodafone (Guernsey Airtel Limited or Jersey Airtel Limited) at risk.

10. Suspension of Services

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

- 10.1.1 Any failure, interruption, disruption or congestion of or in any telecommunications network, system or service (whether of Airtel-Vodafone or any other person);
- 10.1.2 Where Airtel-Vodafone is unable to provide the Service for reasons beyond its control;
- 10.1.3 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;
- 10.1.4 The Customer causes or is likely to cause any failure, interruption, disruption or congestion of any telecommunications network, system or service (whether of Airtel-Vodafone or any other person);

10.1.5 If it is directed to do so by any regulatory authority and/or governmental authority and/or States authority and/or under any applicable law.

10.2 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 Airtel-Vodafone.

10.3 Top-ups should be done by a Customer every six (6) months (i.e. one hundred and eighty (180) days). In the event that a top up is not done within such period, Airtel-Vodafone has the right to impose an outgoing call bar in respect of the Customer's number or until the account is topped up whichever is shorter. In the event that the outgoing call bar has exceeded a period of one hundred and twenty (120) days, there will be a period of sixty (60) days when all calls shall be barred subsequent to which the Service to the Customer shall stand disconnected.

11. Termination of Services

- 11.1 This Agreement may be terminated immediately by Airtel-Vodafone in the event that the customer:
 - 11.1.1 Fails to satisfy Airtel-Vodafone in respect of any background check or credit check that may be undertaken by Airtel-Vodafone in respect of the Customer;
 - 11.1.2 Fails to pay any sum due under this Agreement by the date those sums are due and payable;
 - 11.1.3 any proceeding is commenced in respect of the Customer before any court of competent jurisdiction for the bankruptcy, declaration of *désastre*, judicial management, winding up, liquidation of the Customer or the appointment of any receiver over any of the assets of the Customer;
 - 11.1.4 Where the Customer has been in violation of any applicable law; 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;
 - 11.1.5 Causes or is likely to cause any failure, interruption, disruption or congestion of or in any telecommunications network, system or service (whether of Airtel-Vodafone or any other person);
 - 11.1.6 If it is directed to do so by any regulatory authority and/or governmental authority and/or States authority and/or under any applicable law;
 - 11.1.7 In the event that the Service is terminated all sums due or accruing to Airtel-Vodafone with respect to that Service up to the date of termination shall immediately become due and payable to Airtel-Vodafone.
- 11.2 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.

12. Directory Services and Data Protection

- 12.1 Airtel-Vodafone will send Personal Data supplied by the Customer to IBM India who are Airtel-Vodafone's technology partners. IBM, who provides Airtel-Vodafone's Customer Relationship Management systems, will store this information securely on systems based in India on behalf on Airtel-Vodafone. Airtel-Vodafone may use the Customer's Personal Data from time to time in compliance with the Data Protection (Guernsey) Law, 2001, Data Protection (Jersey) Law, 2005 and The European Communities (Implementation of Privacy Directive (Guernsey) Ordinance, 2004 Section 6, Sub-section 3; for marketing, billing, invoicing, insertion in an electronic directory, credit scoring, customer services, tracking web preference usage and the like. The Customer agrees that Airtel-Vodafone shall share such Personal Data and other information with its group companies and selected business partners who shall assist Airtel-Vodafone for such services. Airtel-Vodafone 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 Guernsey or Jersey courts and other jurisdictions in the case of court order.
- 12.2 Airtel-Vodafone reserves the right to provide information in relation to the Service to any persons named in the Customer/Business Application Form.
- 12.3 The Customer may, by notifying Airtel-Vodafone at the time purchasing the Pay-as-you-go pack, request Airtel-Vodafone not to provide their Personal Data (including but not limited to their telephone number) to any third parties. By doing this the customer will not receive any subsequent marketing material from Airtel-Vodafone or any of their business partners about new services or products. 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 are set out in the Airtel-Vodafone Legal Notice on the Airtel-Vodafone website and from time to time shall be deemed to be included and form part of this Agreement.
- 12.5 By entering into this Agreement, the Customer agrees to allow Airtel-Vodafone 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.
- 12.6 The Customer can opt out of any mailing list by writing to Airtel-Vodafone at either of the following addresses: a) Guernsey Airtel Limited, Customer Services Department, 45 High Street, St Peter Port, Guernsey, GY1 2JE or b) Jersey Airtel Limited, Customer Services Department, 2nd Floor, Le Masurier House, La Rue Le Masurier, St Helier, Jersey JE2 4YE; unless Airtel-Vodafone specifies to the Customer otherwise.

13. Your Personal Data

Airtel-Vodafone will source, hold and use your personal data in the ways highlighted in our Legal Notice.

14. Limitation of Liability

- 14.1 Notwithstanding anything to the contrary in this Agreement and to the full extent permitted by any applicable law:
 - 14.1.1 Airtel-Vodafone 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,

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- claims, damages, liabilities and the like howsoever caused or arising from any breach or failure by Airtel-Vodafone caused or arising from any breach or failure by Airtel-Vodafone to perform any of any of the terms and conditions under this Agreement;
- 14.1.2 Notwithstanding the generality of the aforesaid, Airtel-Vodafone 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;
- 14.1.3 Notwithstanding the generality of the aforesaid, Airtel-Vodafone 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:
- 14.1.3.1 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;
- 14.1.3.2 Any non-delivery of or non-receipt of an email or other message;
- 14.1.3.3 Any defect or deficiency in or the breakdown or failure of any equipment or system (whether or not maintained by Airtel-Vodafone or any other person howsoever arising);
- 14.1.3.4 Any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of any Service;
- 14.1.3.5 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;
- 14.1.3.6 Any use of any Age Restricted Service by an under-age person;
- 14.1.3.7 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 Airtel-Vodafone, the Customer or any other person), howsoever caused or arising);
- 14.1.3.8 any event the occurrence of which Airtel-Vodafone 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, 2nd Floor, Le Masurier House, La Rue Le Masurier, St Helier, Jersey JE2 4YE e, 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;
- 14.1.3.9 Any health issues arising from propagation of and/or exposure of harmful radiofrequency radiation;
- 14.1.3.10 Any error, omission or inaccuracy in any information provided by Airtel Vodafone whether to the Customer or any person and whether in any publication or as part of or in connection with any Service or otherwise;
- 14.1.3.11 Any liability for any unsolicited information sent to the Customer via other network operators' networks while the Customer is 'roaming';
- 14.1.3.12 The content of any material made available and/or accessible by use of the Service.
- 14.1.4 Airtel-Vodafone 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;
- 14.1.5 Airtel-Vodafone 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 Airtel-Vodafone 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 Airtel-Vodafone, Airtel-Vodafone shall not be responsible for such parts of the Service;
- 14.1.6 Under no circumstances will Airtel-Vodafone 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, Airtel-Vodafone accepts no liability for the loss, late receipt or non-readability of any download, transmission, or other communications. The Content, which is obtained from a large range of sources, and Airtel-Vodafone 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 Airtel-Vodafone 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 Airtel-Vodafone 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;
- 14.1.7 If Customers use their Device to access the internet or any third party services as 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 unauthorized access to, or damage the Customer's Device and the information stored on it. Airtel-Vodafone 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 viruses;
- 14.1.8 Subject always to the exclusions provided in this Agreement and save as otherwise prevented by any applicable law, Airtel-Vodafone'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 Airtel-Vodafone 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 Service shall not in aggregate exceed the amount equal to only those Charges in respect of the Service which are prescribed and imposed with reference to any time frame or interval (but not usage) for the period of three months immediately preceding such breach, failure or default on the part of Airtel-Vodafone or, if the amount equal to the total amount of the Charges paid by the Customer to Airtel-Vodafone for the same period, provided that nothing in this sub-clause shall apply to limit or restrict the amount recoverable from Airtel-Vodafone as compensation for any death or personal injury caused by the negligence or breach of duty (statutory, contractual or otherwise) of Airtel-Vodafone.

15. Customers' Indemnity and Liability

- 15.1 The Customer shall fully indemnify and hold harmless Airtel-Vodafone at all times against all actions, claims, proceedings, costs (including legal costs incurred by Airtel-Vodafone), liability, losses and damages whatsoever and howsoever arising which may be brought or commenced against Airtel-Vodafone by any person and/or which Airtel-Vodafone may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:
- 15.1.1 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;
- 15.1.2 In connection with the On-Line Service; and/or
- 15.1.3 In connection with the fraudulent use, misuse or abuse in any jurisdiction of any debit card or credit card (whether owned by the Customer or not) to buy top-ups from the On-Line Service. Furthermore, the Customer agrees to offer Airtel-Vodafone all possible assistance in respect to Airtel-Vodafone defending any third party claims covered under this clause.

16. Notices

- 16.1 All bills, notices and communications by Airtel-Vodafone to the Customer may be sent or dispatched to the Customer by delivery, post, e-mail or facsimile transmission or any other means deemed appropriate by Airtel-Vodafone to the address, email or facsimile number of the Customer appearing on the Application Form or in any record of the Customer maintained by the Airtel-Vodafone or from which any communication by the Customer to Airtel-Vodafone was dispatched or issued or otherwise last known to Airtel-Vodafone. Any such bill, demand, notices or communication addressed and so dispatched to the Customer shall be deemed to have been received by the Customer;
- (a) In the case of dispatch by e-mail or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by Airtel-Vodafone;
- (b) 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
- (c) in the case of dispatch by post, forty eight (48) hours after it was posted by Airtel-Vodafone.
- 16.2 All notices and requests from the Customer to Airtel-Vodafone shall be in writing and sent to either for a) Guernsey Airtel Limited's customers to Guernsey Airtel Limited, Customer Services Department, 45 High Street, St. Peter Port GY1 2JT; or b) for Jersey Airtel Limited's customers to Jersey Airtel Limited, Customer Services Department, 2nd Floor, Le Masurier House, La Rue Le Masurier, St Helier, Jersey JE2 4YE; unless Airtel-Vodafone specifies to the Customer otherwise. Airtel-Vodafone shall be entitled to regard as ineffective and invalid any notice or request of the Customer the receipt of which by Airtel-Vodafone has not been confirmed by Airtel-Vodafone to the Customer.
- 16.3 In addition to the above, any amendment, variation or supplement to this Agreement or any other published terms and conditions of Airtel-Vodafone published in any newspaper with a mass circulation in the Bailiwick of Guernsey, posted on any internet website maintained by Airtel-Vodafone or otherwise made public in any manner deemed appropriate by Airtel-Vodafone, shall constitute good and sufficient notice thereof to the Customer by Airtel-Vodafone. Such amendment, variation or supplement shall have the effect of varying this Agreement or any other terms or conditions of Airtel-Vodafone 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.

17. 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 Airtel-Vodafone.

18. 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.

19. Variation

Subject to any applicable law, Airtel-Vodafone 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.

20. 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 the 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



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shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions to this Agreement.

21. Governing Law

The laws of the Island of Guernsey (for Guernsey Airtel Limited's customers); or Jersey (for Jersey Airtel Limited's customers) 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 Courts of Guernsey or Jersey as appropriate, for all matters arising under this Agreement.