



FIXED LINE, CALLS AND DATA SERVICES TERMS AND CONDITIONS

1. Introduction

- 1.1 Jelly is a reseller/supplier of VoIP, leased lines, broadband telephony, call plan and data connectivity services, and the Customer wishes Jelly provide the Equipment and/or the Services to it as confirmed in the Order Form.
- 1.2 These fixed line, calls and data service terms and conditions ("**Supplementary Terms**") detail the terms which are specific to the supply of the Equipment and/or the Services, and apply in addition to the Order Form and the General Terms, together comprising the Contract.
- 1.3 By entering into the Contract, the Customer is entering into a contract with Jelly for the supply of the Equipment and/or the Services.

2. Interpretation

The definitions and rules of interpretation in the Order Form, the Supplementary Terms and the General Terms apply in these Supplementary Terms together with the definitions in this condition 2.

Charges: means such charges for the Equipment and/or Services as set out in Schedule 1.

Data: includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form.

Installation: means such installation required for the provision of the Equipment and/or the Services.

Law means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a party is from time to time subject.

Line Rental: means such telecommunications line rental required for the provision of the Equipment and/or the Services.

Password: means a password, PIN (personal identification number), account number, code, smart card or other security device issued to the Customer by Jelly.

Services Start Date: means the earlier of (i) the date the relevant Services are available for use by the Customer; or (ii) the date the Customer first uses the Services.

Usage: means the use of the Services as set out in the Order Form or as otherwise agreed in writing.

3. Charges, payment and interest

3.1 Payment terms and invoicing shall be as follows:

- (a) Line Rental Charges shall be invoiced monthly in advance from the Services Start Date.
- (b) Installation Charges shall be invoiced on or around the Services Start Date or such other date as Jelly shall notify the Customer (but not before the Services Start Date).
- (c) Usage Charges shall be invoiced monthly in arrears from the Services Start Date. Such Charges shall be calculated by reference to the Customer's use of the Services as recorded by Jelly and not by reference to the Customer's records.

- (d) Any other Charges shall be invoiced as set out in the Order Form or as otherwise agreed in writing.
- 3.2 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Contract Date whether or not the Services are used. The Customer is liable for the Charges where the Services are used by third parties.
- 3.3 Where, prior to entering into the Contract or at any time during its term, the Customer has indicated any anticipated usage/take up levels of the Services and such usage/take up levels are not met, Jelly may, without prejudice to any other rights under the Contract, apply revised Charges.
- 4. Service**
- 4.1 Jelly shall use the reasonable skill and care of a competent telecommunications service provider in providing the Services. However, the Customer accepts that:
 - (a) it is impracticable to provide the Services entirely free of faults, and that Jelly may not be able to prevent interference of the Services with existing telecommunications services or the functioning of computers, software the Customer has installed, or other electronic equipment, and that Jelly does not undertake to do so;
 - (b) Jelly cannot guarantee that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all;
 - (c) Jelly does not provide a back-up of Data or guarantee the integrity of Data.
- 4.2 By purchasing the Services, the Customer confirms that they understand that the Services:
 - (a) may not offer all of the features the Customer may expect from a 'traditional' fixed-line telephony service;
 - (b) may sometimes be unavailable as a result of matters over which Jelly has no control, such as failure of your broadband connection or internet service provider, power disruptions, etc. The Services may also not be available due to suspension of the Services by Jelly in accordance with the Contract. The Customer accepts that in such circumstances, parts or all of the functions of the Services may be unavailable, including access to emergency call services;
 - (c) will connect the Customer to public emergency services but may not provide the Customer's telephone number(s) and location details to the operator if the Customer makes a public emergency services call, dependent on the type of service deployed; and
 - (d) may not offer the Customer the ability to transfer (port) their existing number to an alternative service if the Customer's service ends dependent on the type of service deployed.
- 4.3 By purchasing the Services the Customer also confirms that it shall be the Customer's sole responsibility to make available to users of the Services alternative means of accessing emergency calls services in circumstances where these are unavailable through the Services, and to inform or otherwise make aware users of the Services purchased by the Customer (whether they gain access to the Services with your permission or not) of the possible limitations of the Services set out above.
- 4.4 Jelly shall use reasonable endeavours to meet such general service levels in relation to particular Services as Jelly publishes from time to time. However, save as expressly stated in such published service levels, Jelly shall have no liability for any failure to meet any such service levels.
- 5. Use of the Services**
- 5.1 The Customer undertakes not to re-sell the Services or Equipment or any part thereof to any person unless otherwise agreed by Jelly.
- 5.2 The Customer undertakes to use the Equipment and/or the Services in accordance with such conditions and/or instructions as may be notified in writing to the Customer by Jelly from time to time and in

accordance with the Law. Jelly may from time to time vary the technical and/or operational procedures for use of the Services, in which instance Jelly will notify the Customer.

- 5.3 The Customer must not use or allow anyone to use the Services:
- (a) to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
 - (b) to cause annoyance, inconvenience or needless anxiety to anyone;
 - (c) to violate or infringe the rights of any person;
 - (d) in breach of the Contract; or
 - (e) in breach of Law.
- 5.4 Jelly may allocate a Password to the Customer to enable the Customer to use the Services. The Customer must keep such Password safe and confidential and notify Jelly immediately if any third party becomes aware of it. Jelly reserves the right to change the Password without notice, in which instance Jelly will notify the Customer.
- 5.5 The Customer is responsible for the use of the Services (whether authorised or not and whether by the Customer or any other person), including without limitation all Charges incurred and any breaches of the Contract.

6. Fair usage policy ("FUP")

- 6.1 A fair usage policy applies to the Services to ensure that Jelly can continue to provide an acceptable standard of service. These are outlined in the proposal.
- 6.2 Jelly continually measures network performance and takes steps to restrict speeds of very heavy users during peak periods, should their activities significantly contribute towards the risk of reduced speeds being experienced by the majority of Jelly's customers. The peak period is currently 8am to 11pm in relation to Home and HomeOffice products and 9am to 11pm in relation to other products. The peak period may be subject to change dependent on usage patterns across the network.
- 6.3 The Customer and Users will be monitored on a continuous basis. Only Customers and Users that consistently download exceptionally large amounts of data over a rolling 30 day period will be affected by the FUP. This is currently defined as per the limits detailed in condition 6.4 below, although Jelly reserves the right to amend these limits.
- 6.4 Permitted data download over rolling period of 30 consecutive days:
- Home 8000 - 50GB of total data download.
 - HomeOffice 8000 - 60GB of total data download.
 - Business 2000, 4000, 8000 – 100GB of total data download.
 - Business 2+ and 2+ Pro – 200GB of total data download.
- 6.5 If the Customer exceeds the FUP, they will be notified via email if their speed is being restricted. Where possible, Jelly will always endeavour to provide advance notification by email to Customers approaching the limit. In certain circumstances, it may be possible to exceed the limit in an extremely short period of time (e.g. 24-48 hours) and in such circumstances, the Customer may not be notified in advance of the speed of their Service being restricted.
- 6.6 Speed restrictions will only apply during peak periods. Should a Customer's usage return to acceptable levels, adjudged on a rolling 30 day period, speed restrictions will be removed.