

What is in these Terms?

These PAYG Terms and Conditions explain:

- What the Pay As You Go mobile service is and how it works (see Sections 2–8)
- Your responsibilities when using the Service (see Sections 5 and 11)
- How charges and payments work (see Sections 6 and 10)
- What happens if the Service is unavailable (see Section 9)
- How your Agreement can end and what happens when it does, including the important consequences of account inactivity (see Section 12)
- The definitions of key terms used in these terms and conditions (see Definitions section)
- Our service levels (see Service Schedule)

Important additional rights and obligations — including details about complaints, how we may change your agreement, your privacy rights and other legal terms — are set out in the General Terms and Conditions. Please read those terms alongside these Pay As You Go Terms and Conditions.

The Here to Help Guide, which is published at <https://www.sure.com/assets/terms-conditions/Jersey/General-Terms-and-Conditions-Policies-and-Codes/Sure-Jersey-Limited-Here-to-Help-Guide-July-2024-.pdf>, contains useful practical information about managing your account, making payments and our complaints process. Consumer Customers in particular should read the Here to Help Guide.

These are the Pay As You Go Terms and Conditions ("PAYG Terms") which apply to all Sure customers who receive our Sure Pay As You Go mobile service (the "Service"). These PAYG Terms should be read in conjunction with the other documents referred to in paragraph 1 below.

At the back of this document, we have set out the explanations of any capitalised phrases used within these PAYG Terms. All other capitalised phrases are defined in the Sure General Terms and Conditions.

1. YOUR AGREEMENT WITH US

1.1 Where we refer to the "Agreement" in these terms and conditions, we mean:

- 1.1.1 if you are a Consumer Customer: these PAYG Terms, the Sure Consumer General Terms and Conditions, your Order, the Price List, the Service Level Agreement, the Fair Usage Policy, the Acceptable Use Policy and the Here to Help Guide (all of which are available to view online at www.sure.com/jersey/terms-and-conditions/); or
- 1.1.2 for all other customers : these PAYG Terms, the Sure Enterprise General Terms and Conditions, your Order, the Price List, the Service Level Agreement and the Acceptable Use Policy, all of which are available to view online at www.sure.com/jersey/terms-and-conditions/.

1.2 Where there is a conflict between the documents listed in clause 1.1, these PAYG Terms will take precedence.

1.3 The Agreement constitutes a legally binding agreement between you and us. Additional terms may apply to promotional or special offers.

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- 1.4 In these terms and conditions “we”, “us” or “our” means Sure (Jersey) Limited and “you” or “your” means the customer using the Service.
- 1.5 These service specific terms and conditions supersede and replace all previous versions.

2. SERVICE DESCRIPTION

- 2.1 The Service provides a Pay As You Go mobile service when you are in Guernsey, Jersey, the Isle of Man or roaming in a country with which we have a roaming agreement, with all payments based on the purchase of PAYG Credit.
- 2.2 The Service enables you to make voice calls, send Texts and use data provided you use suitable Mobile Phone Equipment.
- 2.3 When you Top Up you will receive an allocation of data, calls, Texts and PAYG Credit as stated at the time (www.sure.com/jersey/mobile/pay-as-you-go/) for your selected Top Up amount. The period in which your calls, Texts and data are available to use will vary depending on the value of your Top Up. Your call minutes and Texts can be used to call and Text any Local Mobile Number when you are on the Sure Mobile Network.
- 2.4 The Rewards Period begins on the day you Top Up. At the end of the Rewards Period applicable to you, standard usage charges will apply. Details of the Rewards Period applicable to each Top Up amount are published at <https://www.sure.com/jersey/mobile/pay-as-you-go-sim/>.
- 2.5 An Unlimited Plan is a Pay As You Go Top Up option that provides you with unlimited mobile data. Unlimited Plans are designed for use solely in a personal mobile phone. If we detect that the Unlimited Plan SIM Card has been inserted into a router or other non-personal device, we reserve the right to suspend or terminate the Service, without any notice.
- 2.6 Promotional offers may also be available to customers that subscribe for the Service from time to time. Details of the standard Pay As You Go tariff options and promotional offers will be published at <https://www.sure.com/jersey/mobile/pay-as-you-go-sim/>.

3. TERM OF SERVICE

The Service provided under these PAYG Terms will commence upon the purchase of PAYG Credit and will continue until terminated in accordance with the terms of the Agreement.

4. PROVISION OF SERVICE

- 4.1 You must have suitable Mobile Phone Equipment in order to access the Service. Not all Mobile Phone Equipment is suitable for use on the Mobile Network.
- 4.2 We will not accept any responsibility for failure to provide you with the Service if your Mobile Phone

Equipment is not compatible with the Mobile Network, or any future technology required for a specific service, regardless of whether that Mobile Phone Equipment was purchased from any third party handset supplier or directly from Sure. However, where your Mobile Phone Equipment was purchased directly from us, this exclusion does not apply only to the extent that it would conflict with any consumer protection rights you have at law in respect of goods that do not match their description. Nothing in this paragraph limits your statutory rights.

5. USE OF SERVICE

- 5.1 You acknowledge that any additional usage above the Usage Limit will be subject to charging at the applicable rate.
- 5.2 Your Service is to be used by a single user only. You must not share your account with, or transfer your Service to, any other person.
- 5.3 The Sure Acceptable Use Policy applies to the use of the data under the Service including for access to the Internet. The Acceptable Use Policy is available on the Sure website at www.sure.com.
- 5.4 You have no right to sell or transfer the Service Number. A Service Number allocated to you may only be used in Jersey and may not be transferred for use in Guernsey and/or the Isle of Man.
- 5.5 You must report lost or stolen mobile devices to the Contact Centre immediately. Until we are notified, you are responsible for all charges resulting from the use of the mobile devices.

6. USE OF PAY AS YOU GO CREDIT AND EXPIRY

- 6.1 You are responsible for entering the correct Service Number and ensuring that any PAYG Credit purchased is credited to the correct pay as you go Mobile Phone Equipment. We will not be in a position to reverse or refund any payment made using the Service which has been incorrectly attributed as a result of your error.
- 6.2 Once you have completed a Top Up, we will endeavour to notify you by Text to the Mobile Phone Equipment credited.
- 6.3 Once you use the PAYG Credit on your account, you will not be able to make calls, send Texts or use data until you purchase new PAYG Credit. You will still be able to make calls to the emergency services and receive calls or Texts other than where your account is in a Suspended Period.
- 6.4 We shall keep records of PAYG Credit utilised for each account and in the event of a dispute in relation to PAYG Credit balances, our records shall prevail.
- 6.5 PAYG Credit applied to your account may not be refunded or used to purchase hardware. It is also not possible to transfer a PAYG Credit balance for use with another pay as you go mobile service or for use with any other service provided by Sure including a pay monthly mobile account. This does not affect your statutory rights.

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- 6.6 PAYG Credit added to your account by way of a Top-Up made **on or after 10 June 2026** will expire six (6) months from the date of that Top-Up. Any such PAYG Credit that remains unused at the end of that six-month period will be forfeited and cannot be recovered.
- 6.7 PAYG Credit added to your account by way of a Top-Up made **prior to 10 June 2026** will expire on 9 December 2026 (being six months from 10 June 2026). Any such PAYG Credit that remains unused after 9 December 2026 will be forfeited and cannot be recovered.
- 6.8 Where your account holds PAYG Credit derived from more than one Top-Up, PAYG Credit will be applied to charges in chronological order of Top-Up, such that the oldest topped-up PAYG Credit is used before any more recently topped-up PAYG Credit.
- 6.9 The maximum PAYG Credit balance that may be held on a single number or account at any one time is £250.00 (the "Maximum Credit"). Where a Top-Up would cause your PAYG Credit balance to reach or exceed the Maximum Credit:
- 6.9.1 your account PAYG Credit balance will remain at £250.00 and no further PAYG Credit will be added to your account as a result of that Top-Up; and
 - 6.9.2 the Top-Up will nonetheless be processed for the purpose of any Rewards applicable to that Top-Up, which will be applied to your account in the usual way.

7. ROAMING

- 7.1 Roaming Charges will be incurred when using the Service outside the Channel Islands or the Isle of Man.
- 7.2 The locations in which you can use the roaming Service are set out at www.sure.com. Access to the Mobile Network outside the Channel Islands or the Isle of Man is only available where we have put in place appropriate roaming arrangements with Other Licensed Operators.
- 7.3 Additional charges will be incurred when using the Service outside the Isle of Man or the Channel Islands unless your Pay As You Go plan includes roaming allowances. Any additional charges (including Roaming Charges) will be deducted from the balance of PAYG Credit on your account.
- 7.4 When you receive a call or access voicemails outside the Isle of Man and the Channel Islands, you will be charged for the call at a per minute rate as published at www.sure.com.
- 7.5 Use of the Service while roaming (which includes roaming calls, Texts or data), are designed for periodic travel only, such as business travel, holidays or short breaks. If you roam for 60 days or more in any four-month period, it will be deemed to be an unfair use of our Services and you will be required to moderate your usage when roaming. If you do not moderate your usage, we will contact you to discuss your use of our Services, at which point we may have to change your roaming plan or suspend you from using our Services when roaming.
- 7.6 Accidental roaming may occur if you are in an area close to a national border because your Mobile Phone Equipment picks up a network across the border. If this happens, you may incur Roaming Charges. In order to prevent this, if you are near a border, set your Mobile Phone Equipment to manual network selection and select the 'Sure' Mobile Network.

8. SERVICE LEVELS

For details of our service levels (including provision of service and response times) please see the Service Schedule below.

9. AVAILABILITY OF SERVICE

9.1 Whilst we will make all reasonable efforts to make sure that the Service is always available, we cannot guarantee the Service will be delivered inside a customer's property or place of work or any other location where the mobile signal may be degraded due to the material construction of the building or the geographical location being such as to prevent a stable signal being delivered.

9.2 The quality and coverage of the Service may vary from place to place, and from time to time, due to circumstances or conditions outside of our reasonable control; including, but not limited to:

- 9.2.1 physical obstructions;
- 9.2.2 the thickness of the walls of the building you are in;
- 9.2.3 geographical, atmospheric and/or topographical conditions;
- 9.2.4 other causes of radio interference; and
- 9.2.5 faults in other phone networks not owned by us, but to which the network is connected.

9.3 We will not be liable in the event that the Service is affected by reasons beyond our control resulting in the Service being interrupted, dropped, refused or curtailed.

10. PAYMENT AND CHARGES

10.1 Except as set out below your payment terms are outlined in the General Terms and Conditions.

10.2 Payments for all aspects of the Service are made in advance by your purchase of PAYG Credit and/or a Booster and shall apply where the call, Text and/or data is not included within a Reward.

10.3 As charges are incurred they will be deducted from the amount of PAYG Credit in your account according to the duration of the call/message and the type of call/message by reference to the charges shown in the Price List.

10.4 Call charges will be calculated, except where we otherwise determine, using the details recorded by our billing system or, where your call is routed through another network operator, provided to us by that Other Licensed Operator.

10.5 A call is deemed to start from the moment a connection is established between your Mobile Phone Equipment and the called number. Call duration is measured from that point

10.6 Mobile internet usage is charged in kilobytes and is subject to minimum charging increments as published at www.sure.com/jersey/mobile/call-and-data-charges/. This means that even a very short data session may be charged at the minimum increment amount. Details of the current minimum increment are published in this Clause.

11. SECURITY

11.1 You acknowledge that you are responsible for ensuring that no unauthorised access to the Service is

obtained using your account and that you are liable for all such activities conducted through your Service whether authorised or not.

- 11.2 We retain ownership of the SIM Card. You must ensure that you keep it safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if ever asked to.
- 11.3 You must keep any SIM Card PINs and passwords secure and confidential.
- 11.4 You are responsible for the security of your device; we therefore recommend following the device manufacturer's user guide on how to keep your device secure.
- 11.5 You must also keep any PINs or passwords for any services you access through your device secure and confidential.
- 11.6 You should immediately change your PIN or password if you become aware that someone is accessing any services on your account without your permission.
- 11.7 We reserve the right to provide information in relation to you and your Service to a court or governmental body pursuant to a valid court order, law, statute, internal requirement or regulation. In addition, we may pass on and share information with other Licensed Operators and/or law enforcement authorities which may be requested for the detection and prevention of theft and fraud and/or any other criminal activity.

12. TERMINATION AND SUSPENSION

- 12.1 We may suspend and/or terminate the Service for any of the reasons outlined in paragraphs 28 or 29 of the General Terms and Conditions. In addition, we may at our discretion bar or disconnect your Service if we have reasonable cause to suspect fraudulent use of a credit card/debit card or your Mobile Phone Equipment.
- 12.2 You may terminate the Agreement and the Service by emailing our Contact Centre. This email termination right applies to all customers (Consumer Customers and enterprise customers) and takes precedence over any written notice requirements in the General Terms and Conditions. There is no minimum notice period required to terminate the Agreement or the Service.

IMPORTANT NOTICE — PLEASE READ CAREFULLY

ACCOUNT INACTIVITY — RISK OF LOSING YOUR NUMBER AND PAYG CREDIT

If you do not Top Up or make a chargeable call, Text or data session at least once every 90 days, your account will be suspended. During the 90-day Suspended Period that follows, you can reactivate your account by making a Top-Up of at least £5.00 via the MySure App, in a Sure store or by telephone, or a Top-Up of at least £10.00 online at <https://topup.sure.com/shop/topup/sure>. Topping up with a Top Up Voucher will NOT work during this period. If you do not reactivate your account before the end of the Suspended Period, the Agreement will be terminated, and your mobile number and any unused PAYG Credit will be forfeited and cannot be recovered.

- 12.3 In order to keep your Service active, you must Top Up or make a chargeable call, Text or data session at least once every 90 days. If you do not, your account will be put into a suspended state where you will only be able to make calls to the emergency services. The suspended state lasts for 90 days (the "Suspended Period").

- 12.4 To reactivate your account during the Suspended Period, you must make a Top-Up. Top-Ups to reactivate a suspended account may be made:
- 12.4.1 via the MySure App;
 - 12.4.2 in any Sure store;
 - 12.4.3 by telephone; or
 - 12.4.4 online at <https://topup.sure.com/shop/topup/sure>, subject to a minimum Top-Up of **£10.00** for online Top-Ups.

The minimum Top-Up required to reactivate a suspended account is **£5.00**, save that where the Top-Up is made online, the minimum is **£10.00** as stated above. Topping up with Vouchers will not work during the Suspended Period.

- 12.5 If you fail to reactivate your account during the Suspended Period, the Agreement will be terminated and your mobile number and any unused credit will be lost permanently and cannot be recovered.

Definition and Interpretation

Any capitalised term not defined in these terms and conditions shall have the meaning given to it in the applicable General Terms and Conditions (Consumer General Terms and Conditions for Consumer Customers, or Enterprise General Terms and Conditions for business customers).

"**Booster**" means an optional add-on purchased by you for a one-off payment that provides additional inclusive allowances (such as Texts, data or call minutes) in addition to those received with your PAYG Top Up.

"**Channel Islands**" means the Bailiwick of Guernsey and the Bailiwick of Jersey.

"**Contact Centre**" means the Sure contact centre whose details can be found at <https://www.sure.com/jersey/contact-us/>.

"**Local Mobile Number**" means a mobile telephone number registered on a network operating in Guernsey, Jersey or the Isle of Man.

"**Maximum Credit**" has the meaning given in Clause 6.9.

"**MySure App**" means the Sure customer account management application available for download from standard application stores (including the Apple App Store and Google Play Store), which allows you to manage your account, Top Up your PAYG Credit and access other account services.

"**Pay As You Go**" or "**PAYG**" means the mobile service provided by Sure (Jersey) Limited under which you pay for your use of the Service in advance by purchasing PAYG Credit, with charges deducted from your PAYG Credit balance as you use the Service. There is no fixed monthly charge or minimum spend commitment. The terms governing use and expiry of your PAYG Credit are set out in Sections 6 and 12 of these terms and conditions.

"**PAYG Credit**" means the pay as you go Credit purchased by you in order to make use of the Service.

"**Rewards**" means the inclusive allocation of calls, Texts and mobile data that you receive when you Top Up your PAYG Credit, available for use during the applicable Rewards Period up to the applicable Usage Limit.

"**Rewards Period**" means the period during which the calls, Texts and data included with your Top Up are available for you to use, commencing on the day of your Top Up. The length of the Rewards Period varies depending on the value of your Top Up and is published at www.sure.com/jersey/mobile/pay-as-you-go/. At the end of the Rewards Period, any unused inclusive allowances will expire and standard usage charges will apply.

"**Roaming**" means the ability to use the Service outside of the Isle of Man and Channel Islands.

"**Roaming Charges**" means the charges incurred when using the Service outside the Channel Islands or the Isle of Man, which are deducted from the balance of PAYG Credit on your account. Current Roaming Charges are published at www.sure.com.

"**Sure Mobile Network**" means the mobile telecommunication systems operated by Sure in Jersey, Guernsey and the Isle of Man.

"**Suspended Period**" has the meaning given in Clause 12.3.

"**Text**" means the Short Message Service (SMS) also commonly known as 'text messaging'. A chargeable unit (a text) is a message up to 160 characters long. If a message exceeds 160 characters it will be charged in multiples of the unit charge.

"**Top-Up**" means a payment made by you to add PAYG Credit to your account for use with the Service, whether made via the MySure App, in a Sure store, via a Top-Up Voucher, by telephone, or online at <https://topup.sure.com/shop/topup/sure>.

"**Top-Up Voucher**" means a voucher issued by a third-party retailer or other authorised third party that can be redeemed by you to add PAYG Credit to your account.

"**Unlimited Plan**" means a Pay As You Go Top Up option that provides you with unlimited mobile data as part of your PAYG Credit allocation. Unlimited Plans are only available for use in a personal mobile phone and must not be used in a router or other non-personal device.

"**Usage Limit**" means the limit of inclusive minutes, inclusive Texts or inclusive data that you receive with your PAYG Credit. Where you have purchased a Booster, the Usage Limit includes the limit applicable to that Booster.

Sure Service Level Schedule — Pay As You Go Mobile Service (Jersey)

This Schedule defines the standard level of Fault response and provision target times for the pay as you go Mobile Service within the Isle of Man or the Channel Islands.

Standard Service

Provision of Service — Pay As You Go Services

The Service commences immediately upon purchase of a Sure pay as you go SIM pack.

We will provide you with the Service on the terms and conditions as stated above.

Requests made to us relating to the provision of Service must be made in writing to: Sure (Jersey) Limited, The Powerhouse, Queens Road, St Helier, Jersey JE2 3AP, or by calling the Contact Centre.

Fault Support — Pay As You Go Services

Fault Support: You can report a Fault at any time by calling our Contact Centre, which is available 24 hours a day, 7 days a week.

Fault Cover: Please note that whilst you can report a Fault at any time, active fault investigation and resolution will only take place during Normal Working Hours. Calls logged outside Normal Working Hours will be recorded and investigation will begin on the next Working Day.

Fault Response: Within 8 hours of receipt of a Fault report — during Normal Working Hours.

Clear: Sure mobile network Faults — Service will resume by the end of the next Working Day. Roaming Faults are typically cleared within 5 working days (subject to the foreign operator's co-operation).

Where a resolution cannot be made at the time of reporting, we will ask you to provide us with a contact telephone number to enable progress on Fault clearance to be made.

We will endeavour to:

1. provide advice by telephone;
2. carry out tests and diagnostics on the Service;
3. work to resolve the Fault within the agreed time periods, as stated above.

If we respond and work on a reported Fault and it is subsequently found not to be a Fault with our Service, a charge may be made based on the applicable rate defined in the Price List for the Service. However, no charge will be made where Sure determines that you had a reasonable basis for believing the Fault lay with our Service or Network. This does not affect your statutory rights.

Attention required to Faults outside of Normal Working Hours will be charged at our applicable rate.