

# Sure (Jersey) Limited

## 5G Broadband Service Trial Terms and Conditions

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These Sure (Jersey) Limited (“**Sure**”) 5G Broadband Service Trial Terms and Conditions should be read in conjunction with Sure’s:

- General Terms and Conditions;
- Pay Monthly Mobile Term and Conditions;
- Acceptable Use Policy; and
- Fair Usage Policy,

all of which apply.

Where there is a conflict, these Sure 5G Broadband Service Trial Terms and Conditions will take precedence. Sure’s Terms and Conditions are available to view online at [www.sure.com/Jersey/terms-and-conditions](http://www.sure.com/Jersey/terms-and-conditions).

### **1. Service Overview**

- 1.1. The 5G Broadband Service Trial (the “**Trial**”) will enable you to access the Internet by connecting to Sure’s Mobile Network, subject to you having been accepted to take part in the Trial.
- 1.2. The Trial will commence during November 2019 and continue until 30<sup>th</sup> April 2020. You must apply to take part in the Trial and participation is subject to availability and at our sole discretion.
- 1.3. By participating in the Trial, you agree to be bound by these Sure 5G Broadband Service Trial Terms and Conditions.

### **2. Telecommunications Network and Equipment**

- 2.1. Sure will provide you with a 5G Broadband Router to access our Mobile Network.
- 2.2. Data speeds are subject to various factors including maintenance, upgrades, signal strength, buildings, network coverage and the surrounding environment.
- 2.3. We cannot guarantee that your connection will reach any specified (headline or advertised) speeds.
- 2.4. During the Trial, Sure reserves the right to vary your speeds at any time and to implement speed caps.

### **3. Charges and Ownership**

- 3.1. Sure will not charge you for taking part in the Trial.

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- 3.2. You will continue to be charged at the normal rates for your existing services.
- 3.3. You agree that we retain ownership of the 5G Broadband Router and that it may only be used in connection with the Trial. Title to the 5G Broadband Router will not transfer to you and remains vested in us.
- 3.4. Sure requires that the 5G Broadband Router is returned in the same condition you received it in with the original packaging at the end of the Trial.
- 3.5. If the 5G Broadband Router is not returned in the same condition, you will be charged the full retail value of the 5G Broadband Router (four hundred pounds (£400)).

#### **4. General**

- 4.1. The Trial does not cover the whole of Jersey and is only being undertaken in specifically selected areas. The 5G Broadband Router should only be used at the residential address that the Trial was signed up for.
- 4.2. We reserve the right to vary or amend these 5G Broadband Service Trial Terms and Conditions and/or withdraw the Trial at any time.

#### **5. Definitions and Interpretation**

**"Mobile Network"** means the mobile telecommunication systems operated by Sure in Jersey.

**"5G Broadband Router"** means stationary, mains powered equipment that utilises a SIM card to convert Mobile Network signals to Wi-Fi and Ethernet.