

# JT ONE POINT SERVICES

## TERMS AND CONDITIONS

These terms and conditions are important and should be read carefully. 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.jtglobal.com](http://www.jtglobal.com). Copies of these terms and conditions can be downloaded from [www.jtglobal.com](http://www.jtglobal.com)

### 1. DEFINITIONS

In the Contract, unless the context otherwise requires:

- 1.1. "Application" means:
  - 1.1.1. the JT application form as completed by the Customer;
  - 1.1.2. a written application by the Customer for a Service in form and substance acceptable to JT; or
  - 1.1.3. a written sales proposal made by JT addressed to the Customer, the terms of which have been accepted by the customer in writing.
- 1.2. "Business Day" means every day, except Saturdays, Sundays or other days on which banks in Jersey and (if different) the Customer's main place of business are not generally open for business.
- 1.3. "Contract Commencement Date" means the date the Contract comes into force, being the date specified in the Application.
- 1.4. "Contract" means the agreement made between the Customer and JT for the provision of a Service, the terms of which are set out in the following constituent parts:
  - 1.4.1. the Application;
  - 1.4.2. the Product Description;
  - 1.4.3. these terms and conditions; and
  - 1.4.4. any other document that the parties agree in writing shall form part of the Contract.
- 1.5. "Customer" means the person or persons named in the Application.
- 1.6. "Customer Account" means administrative access to Customer Data residing on the Host Server.
- 1.7. "Customer Equipment" means any apparatus other than JT Equipment used by the Customer to connect to or make use of a Service.
- 1.8. "Data" means any information in any form, including text, numbers, still or moving pictures and audio stored on the Host Server by the Customer.
- 1.9. "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.
- 1.10. "Host Server" means the server provided by JT or its agent for the purpose of a Service.
- 1.11. "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 and/or JT (Guernsey) Limited, registered number 39971, having its principal place of business at 24 High Street, St Peter Port, Guernsey GY1 2JU as applicable, and their successors or assigns as notified to the Customer from time to time.
- 1.12. "JT Equipment" means any apparatus, equipment, rack or power distribution system owned or leased by JT that is used by it for provision of a Service to the Customer or which JT permits the Customer to use for the purpose of its receipt of a Service.
- 1.13. "Minimum Contract Period" means a period of one month from the Contract Commencement Date or such other period as may be agreed in writing.
- 1.14. "NTP" means the Network Terminating Point(s) which is supplied, installed, maintained and owned by JT to enable the termination of any cables which are used to deliver a Service to the Premises.
- 1.15. "NTU" means the master Network Terminating Unit which is the equipment supplied, installed, maintained and owned by JT and connected to the NTP to allow connection of Customer Equipment to a Service.
- 1.16. "On-line" means accessible over the worldwide web at JT's site at [www.jtglobal.com](http://www.jtglobal.com) or such other site as may be notified from time-to-time.
- 1.17. "ONT" means the Optical Network Terminal which is supplied, installed, maintained and owned by JT to enable the termination of fibre cables used to deliver a Service to the Premises.
- 1.18. "PIN" means Personal Identification Number.
- 1.19. "Premises" means the locations identified in the Application at which a Service is to be provided.
- 1.20. "Product Description" means the description and technical specification of the relevant Service as provided to the Customer.

- 1.21. "Service" means any one or more of the hosting service products as more fully described in the Product Description selected by the Customer in the Application for the provision to the Customer by JT of non-exclusive electronic access to the Host Server via a secure connection using Citrix(R) (or other remote access software determined by JT) from any compatible internet-ready device and making the Host Server available to the Customer on demand for the storage of Data.
- 1.22. "Service Charges" means the sums, including GST where applicable, to be charged to the Customer by JT for the provision of a Service.
- 1.23. "Service Commencement Date" means the date on which JT will start providing a Service to the Customer, which unless agreed otherwise in writing will be not more than two (2) Business Days after the Contract Commencement Date.
- 1.24. "Telecommunications Apparatus" means Customer Equipment or JT Equipment.
- 1.25. "Type Approved" means, in relation to any equipment, equipment which has been approved by the British Approvals Board for Telecommunications (BABT) or approved by JT for use in connection with a Service.
- 1.26. "Usage Policy" means any policy relating to the expected and/or actual use of a Service by the Customer as contained in these terms and conditions, available from JT's office(s) in Jersey and/or Guernsey as applicable or On-line or as provided to the Customer.
- 1.27. "User" means a person authorised by the Customer to use a Service provided by JT to that Customer pursuant to this Contract.

### 2. INTERPRETATION

- 2.1. In this Contract, unless the context otherwise requires:
- 2.2. References to "the Contract" or "this Contract" means this Contract as amended or modified from time-to-time in accordance with clause 3.
- 2.3. The word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and "include" shall be construed accordingly.
- 2.4. The phrase "for example" shall mean for example without limitation or prejudice to the generality of any description, definition, term or phrase preceding that phrase.
- 2.5. The word "unauthorised" shall mean, in relation to a person, any person that is not or has not been lawfully and properly granted authority to act on behalf of JT or the Customer, as the case may be, in relation to the provision, maintenance or use of a Service and, in relation to a thing, a thing that is not or has not been lawfully and properly agreed to on behalf of JT or the Customer, as the case may be, in relation to the provision, maintenance or use of a Service.
- 2.6. Words in the singular shall include the plural and words in the plural shall include the singular.
- 2.7. Headings are used for convenience only and shall not affect the interpretation of this Contract.
- 2.8. References to any enactment shall be deemed to include references to such enactment as from time-to-time amended, extended, re-enacted or consolidated.
- 2.9. The constituent parts of this Contract shall be read and construed together. In the event of an inconsistency between the various terms and provisions of the constituent parts, the inconsistency shall (save where provided otherwise in writing by the parties) be resolved by giving precedence to the terms and provisions of those constituent parts in the following order of extent necessary to resolve that inconsistency:
  - 2.9.1. these terms and conditions;
  - 2.9.2. the Application; and
  - 2.9.3. the Product Description
- 2.10. The defined terms "JT" and "Customer" shall include their respective successors and permitted assigns.
- 2.11. Where in this Contract either party is required to make a determination or to form an opinion it shall do so acting reasonably.

### 3. COMMENCEMENT AND DURATION

- 3.1. Unless otherwise expressly agreed in writing, the Contract shall have effect when the Application has been received and accepted by JT or a Service is provided to the Customer, whichever is the earlier.
- 3.2. Subject to the respective rights of JT and the Customer to terminate the Contract earlier under clauses 16.1 and 16.2, the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated by either party in accordance with clause 16.3 below.

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- 3.3. Save in the case of termination under clauses 8.4, 13.3 or 16.2, if: (a) the Customer terminates this Contract during the Minimum Contract Period; or (b) pursuant to clause 8.1 below, JT suspends 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 16 below by reason of the matter giving rise to the suspension of a Service, pay a sum equal to the Service Charges for the balance of the Minimum Contract Period and reasonable charges in relation to JT providing, supplying or laying on any Customer-specific services or arrangements in relation or ancillary to a Service.
- 4. VARIATION**
- 4.1. Subject to JT's right to vary the Service Charges in accordance with clause 4.2, and provided that a variation under this clause 4.1 does not substantially or fundamentally change or affect the rights and obligations of the Customer under this Contract, JT may from time-to-time vary the terms of this Contract by publishing notice of all such variations On-line and/or at JT's office(s) in Jersey and/or Guernsey as applicable as soon as practicable, but in any case not less than one calendar month before any such variation is to take effect. Unless the Customer terminates under clause 16.2, the Customer shall be deemed by its continued use of a Service to have agreed to all such variations. Without prejudice to the Customer's deemed acceptance of published variations to this Contract made pursuant to this clause and without prejudice to the effectiveness thereof JT may notify the Customer in writing or otherwise of any such variations from time-to-time.
- 4.2. Save where the Service Charges in question are stated in the Application as being fixed for a certain period, JT may vary any or all of the Service Charges at any time by giving the Customer not less than one calendar month's written notice of the tariffs which will apply, and unless the Customer terminates this Contract under clause 16.2, the Customer shall be deemed to have agreed to such variation by its continued use of a Service. Where the Service Charges in question are stated in the Application as being fixed for a certain period, JT and the Customer will, at or about one (1) month before the end of that period, seek to agree the Service Charges to be applied following the end of that period.
- 4.3. Other than as stated above this Contract may only be varied by an agreement in writing signed by the duly authorised representatives of JT and of the Customer.
- 5. CUSTOMER ACCOUNT**
- 5.1. At least two Business Days prior to the Service Commencement Date JT will establish a Customer Account for the Customer recording the name and e-mail address of each User notified by the Customer to JT in writing. No person other than a Customer shall have access to the Customer's Data.
- 5.2. The Customer may at any time notify JT in writing of a change of User, requesting JT to either delete or add a named User to the Customer Account and JT will make such deletion or addition within two (2) Business Days of it receiving the request.
- 5.3. All changes to the Customer Account must be issued by an authorised signatory of the Customer, as named in the Application.
- 5.4. JT will not be liable in respect of any loss or damage caused to the Customer as the result of any failure by the Customer to make JT aware of amendments to the list of Users and the consequent reliance by JT on an out-of-date list.
- 6. SERVICE**
- 6.1. A particular Service selected by the Customer in the Application will conform to its description in the Product Description, as may be varied from time to time in accordance with clause 4.
- 6.2. A Service does not include the provision of Customer Equipment unless specified In the Application. If Customer Equipment is provided as part of a Service then either the JT Equipment Rental Terms and Conditions or the JT Equipment Purchase Terms and Conditions will apply as appropriate to the provision of the Customer Equipment.
- 6.3. 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.
- 6.4. JT reserves the right to vary the technical specification of a Service at any time.
- 6.5. JT will deliver a Service to the Premises using the most appropriate method, medium or technologies as decided by JT at its sole discretion.
- 6.6. The NTP and the NTU or ONT will normally be installed at the same location in the Premises. The NTU or ONT can only be installed at an alternative location within the Premises if the Customer provides additional wiring to that location at its own expense which conforms to the relevant standards required by JT.
- 6.7. Customer Equipment must only be connected to a Service via the NTU or ONT.
- 6.8. Extension wiring and/or additional socket outlets must conform to the relevant standards required by JT, must be supplied installed and maintained by the Customer at the Customer's own cost and must only be connected to a Service via the NTU or ONT.
- 6.9. The Customer may replace the NTU that is supplied and installed by JT at the Customer's own expense in which case any such replacement NTU will not be maintained by JT provided always that the replacement NTU meets JT's specifications for connection to a Service.
- 6.10. All JT Equipment shall remain the property of JT and shall solely and exclusively be maintained and moved by JT.
- 6.11. Where by reason of a fault with the JT data network or JT Equipment a Service has failed to operate in accordance with the Product Description JT will, at no additional charge to the Service Charge, repair the same unless any part of the JT Equipment located at the Premises is damaged or tampered with by persons other than JT, its employees or agents, when an extra charge for repair may be made to the Customer.
- 6.12. JT reserves the right without penalty, to alter the Customer's network / IP addresses provided by JT or any other names, codes or numbers allocated from time-to-time by JT for use in connection with a Service and all and such addresses, names, codes or numbers remain the property of JT.
- 6.13. The Customer acknowledges and accepts that provision of a Service may involve the carriage of a high-intensity light source and/or an electric current, each of which is dangerous and each of which may cause serious injury or death if not handled properly and agrees:
- 6.13.1. to give appropriate warnings to its employees, agents and invitees in relation to potential dangers at the Premises;
- 6.13.2. to ensure that any of its employees, agents or invitees present at the Premises for the purposes of work are competent and suitably qualified and trained and are provided with suitable protective clothing and suitable tools for the work they are or may be required to do; and
- 6.13.3. to instruct its employees, agents and invitees not to move, modify or access (or attempt any of the foregoing) any JT Equipment or any associated wiring without the prior written consent of JT.
- 6.14. 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.
- 6.15. Any URL or Domain Name used by the Customer in conjunction with a Service must not infringe the rights of another in any corresponding trademark, servicemark or name.
- 6.16. JT reserves the right to disclose the name, telephone and/or facsimile numbers and/or e-mail 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.
- 6.17. A Service includes a daily back-up of directory and application Data to a shared back-up device. Unless and until it is deleted on the termination of the Contract, daily back-up media is retained for twenty-eight (28) days and end of month back-up media is retained for five (5) years. The Service Charges do not include the cost of time associated with the restoration of Data mistakenly deleted by the Customer.
- 6.18. JT will not screen or virus- or security-check any Data that transits its network. The Customer must ensure that it takes measures (including virus-checking, data encryption and firewalls) at the point of connection to its network or to Customer Equipment to satisfy its own security requirements. JT is not responsible for the infection of Data, Customer devices or for lost or corrupted messages due to viruses or virus software running on the Host Server or any part of any network utilised by the Customer in its use of a Service. If a virus is detected in Data, both the virus and the Data will be automatically deleted and no notification will be sent to either the sender or the intended recipient of the message. Messages with attachments that are archived or encrypted are not checked.
- 6.19. A Service will attempt to flag messages as SPAM in order that the Customer can identify such items, however JT is not responsible for any messages that are mistakenly identified as SPAM or for lost or corrupted messages due to anti-SPAM filtering.

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- 6.20. JT reserves the right without penalty to limit, black-hole or discard any internet traffic or data that it reasonably suspects to be of an unlawful or malicious nature or which threatens the stability of its network including, but not limited to, bandwidth swamping or suspected denial of service attacks.
- 6.21. The Customer acknowledges that JT is unable to exercise control over the content of data made available to, accessed by, transmitted by, or published by the Customer and undertakes to use a Service only for lawful purposes.
- 7. TELEPHONE ORDERING**
- 7.1. JT may, at its discretion, provide additional services to the Customer in conjunction with or related to a Service and/or terminate the provision of any services to the Customer, and/or take or not take any other action relating to the Customer on the basis of instructions received by telephone.
- 7.2. JT will use its reasonable endeavours to ensure that instructions purporting to be from the Customer are indeed from the Customer. However, provided that JT has acted in good faith, JT (other than as provided in clause 12.2 and without prejudice to the generality of clause 12.3) accepts no liability, and the Customer shall be responsible for all and any sums payable, in respect of any services provided or terminated or any action taken or not taken in reliance of telephone instructions received by JT.
- 8. SUSPENSION OF A SERVICE**
- 8.1. JT may (without prejudice to any other right or remedy) suspend a Service to the Customer without penalty and with immediate effect if:
- 8.1.1. the Customer fails to pay when due any sum payable under the Contract and such failure is not remedied by the Customer within ten (10) Business Days of the date that the Customer receives written notice from JT requiring the Customer to do so;
- 8.1.2. the Customer fails to observe or perform any of its obligations under this Contract other than payment of a sum when due and such failure is in the opinion of JT not capable of remedy;
- 8.1.3. the Customer fails to observe or perform any of its obligations under this Contract other than payment of a sum when due and such failure is in the opinion of JT capable of remedy and such failure is not remedied by the Customer within ten (10) Business Days (or such shorter period as JT may determine as being necessary having regard to the nature of the failure and its actual or potential consequences) of the date that the Customer receives written notice from JT specifying the failure and requiring it to be remedied;
- 8.1.4. JT detects any abuse by the Customer of its connection to the JT network including any attempt to hack into the systems of JT or one of its customers by, for example, port scanning;
- 8.1.5. JT has reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or
- 8.1.6. JT has reasonable grounds to believe that the Customer has provided JT with false, misleading or incomplete details about itself 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.
- 8.2. JT may suspend or limit a Service to the Customer without penalty and with immediate effect for the duration of any technical failure or where necessary for the maintenance of a Service.
- 8.3. Without prejudice to JT's right to suspend a Service pursuant to clause 8.1 or to suspend or limit a Service pursuant to clause 8.2, and not as a precondition to any exercise of such rights, JT will use reasonable endeavours to give the Customer such notice prior to such suspension or limitation as is reasonable in the circumstances (including the amount of notice it receives from the third party provider of the Host Server) of suspension or limitation of a Service and will in any event inform the Customer of any such suspension or limitation of a Service as soon as practicable after a Service has been suspended or limited.
- 8.4. If a Service is suspended or limited pursuant to clause 8.2 for a continuous period of five (5) Business Days or longer the Customer may terminate this Contract under clause 16.2.3.
- 8.5. The Customer shall remain liable for all Service Charges and any other charges otherwise due hereunder throughout the period of suspension under clause 8.1, unless JT in its sole discretion determines otherwise.
- 8.6. If JT has suspended a Service under clause 8.1 it will reinstate a Service in full as soon as reasonably practical after the Customer has cured its failure or abusive behaviour which caused the suspension.
- 8.7. If JT has suspended a Service under clause 8.2 or a Service is unavailable by reason of any technical failure affecting the third party provider of the Host Server or by maintenance being carried out by that third party provider or for any other reason, JT will, or will use reasonable endeavours to cause the third party to, reinstate a Service in full as soon as reasonably practical.
- 8.8. The Customer shall remain at all times responsible for curing its failure to observe or perform the terms of the Contract (where capable of cure) and pending such cure (where capable of cure) for ensuring that it is, and remains, in all respects compliant with all the other terms of this Contract.
- 9. CHARGES AND PAYMENT**
- 9.1. The Service Charges shall comprise a set-up charge for a Service and a rental charge (payable in advance) for a Service where such charges depend on the relevant Service selected in the Application.
- 9.2. JT may make additional charges where the Customer requests work to be carried out which is not part of a Service and JT carries out that work. JT will, for example make extra charges where:
- 9.2.1. it repairs any Customer Equipment where such repair is not covered by any other agreement between JT and the Customer;
- 9.2.2. it responds to a fault reported by the Customer and no fault is found to exist;
- 9.2.3. the repair of a fault reported by the Customer is made more difficult or costly by a breach by the Customer of its obligations under the Contract;
- 9.2.4. it corrects any defect or fault caused by the Customer or by any third party that the Customer allows or permits to use a Service; and
- 9.2.5. it repairs Telecommunications Apparatus located at the Premises that is damaged by the Customer, its employees, contractors or agents.
- 9.3. JT will where applicable charge the Customer GST in respect of the supply of a Service and in respect of other work, goods and/or services carried out or supplied to the Customer and the Customer will pay that amount in addition to the Service Charges and other charges due under the Contract.
- 9.4. All sums due under the Contract are payable in full on demand or as otherwise agreed in writing between the Customer and JT. If JT agrees to accept any payment in instalments and the Customer fails to pay any of those instalments in full and by its due date JT shall be entitled to demand immediate payment in full of the whole of the amount then due from the Customer (including all arrears).
- 9.5. Where more than one person is named as a "Customer" liability for the sums due under the Contract shall be joint and several.
- 9.6. JT reserves the right to charge interest on any balances which remain unpaid for more than twenty (20) Business Days from the due date at 3% above the prevailing Bank of England base rate.
- 9.7. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
- 9.7.1. 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;
- 9.7.2. 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;
- 9.7.3. 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
- 9.7.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.
- 10. OBLIGATIONS OF THE CUSTOMER**
- 10.1. The Customer shall:
- 10.1.1. only use, make use of, cause, allow or permit to be used a Service in accordance with the specifications contained in the Application, Product Description, any relevant Usage Policy and any instructions provided by JT from time-to-time and shall only use a Service for the purpose for which it was designed;
- 10.1.2. insure, at its own cost, all Telecommunications Apparatus located at the Premises;

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- 10.1.3. comply with JT's reasonable requests for assistance in order to diagnose existing or potential faults;
  - 10.1.4. allow JT full and convenient access to the Telecommunications Apparatus, NTU, ONT and associated wiring at all reasonable times in order to rectify any fault with a Service as reported to it by the Customer;
  - 10.1.5. only use Customer Equipment that is Type Approved for the purpose of utilising a Service and allow JT full and convenient access at all reasonable times to inspect any equipment used in connection with a Service to ensure that it is Type Approved and that it conforms with necessary standards, codes or licensing requirements;
  - 10.1.6. keep any login code and/or password and/or PIN assigned by JT or otherwise for use of a Service secure and not disclose the same to any unauthorised person;
  - 10.1.7. immediately notify JT should the Customer know or suspect that a login code and/or password and/or PIN has been obtained by any unauthorised person;
  - 10.1.8. be responsible for all and any charges of any nature that may be incurred by JT as a result of any use, authorised or not, of the login code and/or password and/or PIN;
  - 10.1.9. 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;
  - 10.1.10. promptly advise JT in writing of any change of billing address, contact address or contact number; and
  - 10.1.11. provide, if necessary and at their own cost, a suitable power supply, connection points and/or earthing point, acceptable to JT, for use with a Service.
- 10.2. The Customer **shall not** by itself or otherwise:
- 10.2.1. move, modify or access (or attempt any of the foregoing) the JT Equipment or any associated wiring without the written consent of JT;
  - 10.2.2. connect or attempt to connect the Customer Equipment or any other equipment to any equipment through or by which JT provides any service to another JT customer without the prior written approval of JT, which approval JT may give at its sole discretion and subject to conditions or otherwise;
  - 10.2.3. use a Service in breach of any terms of any licence applicable to, or binding on, the Customer;
  - 10.2.4. apply direct current signals to the Telecommunications Apparatus or attempt to send such signals between the Premises; or
  - 10.2.5. 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, for spamming, flooding, bulk e-mail (the sending of e-mail to multiple recipients with a total recipient count of more than 25) or for any other purpose that may adversely affect JT or any third party.
- 11. ASSIGNMENT**
- 11.1. The Customer may not assign any of its rights or obligations under the Contract without the prior written consent of JT, such consent not to be unreasonably withheld or delayed.
  - 11.2. JT reserves the right to assign all or part of its rights or obligations under the Contract to any person and/or to sub-contract any of its obligations hereunder upon giving twenty (20) Business Days' notice to the Customer save that JT may subcontract the provision or repair of JT Equipment without prior notice.
- 12. EXCLUSION AND LIMITATION OF LIABILITY**
- 12.1. The following provisions set out JT's entire liability (including any liability for the acts and omissions of its employees, contractors and agents) 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.**
  - 12.2. JT does not exclude or restrict liability for its fraud or for death or personal injury resulting from its own negligence.
  - 12.3. Unless otherwise expressly agreed in writing by the parties, 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 12.2 above. Whilst JT will use its reasonable endeavours to maintain the quality of a Service and to ensure that a Service is available at all times it makes no representation or warranty in relation thereto.
  - 12.4. Without prejudice to the generality of clauses 12.2 or 12.3, JT shall not be liable to the Customer or to any other person for:
    - 12.4.1. any defect in, poor quality of, unavailability, interruption or discontinuance of a Service or any website or e-mail address (and without prejudice to the generality of the foregoing and clause 12.2, JT shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);
    - 12.4.2. any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or consequential loss (including loss or damage to data, equipment or property even if in the care, custody or control of JT) whether direct, indirect, foreseeable or unforeseeable; or
    - 12.4.3. 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 give rise to any liability in any way.
- 12.5. 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.
- 12.6. 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.
- 12.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 12.8. The Customer agrees to indemnify JT and to hold JT harmless in respect of all losses and liabilities (including, without limitation, damages awarded under the final judgment of a court of competent jurisdiction) and all reasonable costs and expenses (including, without limitation, legal fees) arising from, or in connection with, any claim brought or threatened against JT by any third party located in any jurisdiction arising from, or in connection with, the unlawful, otherwise wrongful or negligent use of a Service by either the Customer or any third party that the Customer allows or permits to use a Service. The Customer further agrees to offer all reasonable assistance to JT in defending such claims at the sole expense of the Customer.
- 13. FORCE MAJEURE**
- 13.1. Neither party will be liable to the other in respect of any breach of the Contract due to any cause beyond its reasonable control, including without limitation: act of God, pandemic, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of government, regulatory or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party that provides part of a Service or on which JT relies in order to provide any part of a Service and national and/or civil emergencies, but not its own lack of finances (each a "Force Majeure Event").
  - 13.2. The party seeking to rely on this clause shall provide the other party with prompt notice if it becomes aware of the occurrence of a Force Majeure Event which may affect its obligations under the Contract and shall take reasonable steps to mitigate any loss or damage suffered as a result of any Force Majeure Event.
  - 13.3. If as the result of a Force Majeure Event the affected party is unable to perform its obligations in accordance with the terms of the Contract for a period in excess of sixty (60) Business Days, the other party may giving the affected party written notice to terminate the Contract.
- 14. ENTIRE AGREEMENT**
- The Contract supersedes all prior oral or written communications regarding a Service and contains the whole agreement between the parties relating to a Service.
- 15. NOTICES**
- 15.1. Any notice or other communication required to be given or served for the purposes of this Contract shall, except where otherwise provided, be in writing and shall be deemed to have been duly given and served if properly addressed (identifying the intended recipient(s) and stating the correct address/email number) and sent by pre-paid first class post, email or delivered by hand. Notices sent by post shall (in the absence of evidence of non-delivery) be deemed to be received forty-eight (48) hours after posting. Notices sent by email shall (subject to a receipt notice by

# JT ONE POINT SERVICES

## TERMS AND CONDITIONS

the sender of the email confirming that the email was sent) be deemed to be received the same day if sent before 3 p.m. on a Business Day or the next following Business Day if sent after 3 p.m. or not on a Business Day. Hand deliveries shall be received on the date and at the time actually received on a Business Day at the offices of the party to which the notice or communication is addressed.

15.2. Where the Customer comprises more than one person JT reserves the right to provide notices and information with respect to a Service to the person first named at the head of this Contract and this, in the absence of any agreement between the parties in writing to the contrary, shall be deemed to be notice and information to all persons named as the Customer.

15.3. The Customer's address and facsimile number for correspondence shall be as stated in the Application or such other address and facsimile number notified to JT by the Customer in writing from time to time.

15.4. 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..

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

### 16. TERMINATION

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

16.1.1. fails to satisfy JT with regard to any credit check undertaken in respect of the Customer;

16.1.2. fails to pay when due any sum payable under the Contract or any other agreement or contract made between the Customer and JT;

16.1.3. becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 (as amended) or otherwise commits any act indicative of insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Jersey or elsewhere;

16.1.4. 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;

16.1.5. fails to observe or perform the terms of this Contract or the terms of any other agreement or contract that is ancillary to this Contract or is otherwise made in connection with the provision by JT of a Service and, in each case, made between the Customer and JT and fails to remedy such breach as soon as possible and in any event within twenty (20) Business Days after the date that JT serves written notice on the Customer in relation to such breach;

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

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

16.1.8. 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;

16.1.9. 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;

16.1.10. 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; or

16.1.11. connects equipment to a Service other than Type Approved equipment.

16.2. The Contract may be terminated by the Customer if:

16.2.1. JT unreasonably exercises its rights of variation under the Contract, by the Customer giving written notice to JT within ten (10) Business Days of the notice of variation;

16.2.2. 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 ten (10) Business Days' written notice without further obligation;

16.2.3. JT suspends or limits a Service pursuant to clause 8.2 for a continuous period of five (5) Business Days or longer, by the

Customer giving written notice to JT after the end of the fifth (5<sup>th</sup>) Business Day of continuous suspension or limitation, but in any event no later than two (2) Business Days after the end of the suspension or limitation; or

16.2.4. 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 twenty (20) Business 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.

16.3. Subject to clauses 4.2, 16.1 and 16.2 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; in the case of the Customer of at least one calendar month and in the case of JT at least six calendar months prior to the effective date of the purported termination of the Contract.

16.4. 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.

16.5. All Data will be deleted from the Host Server and backup media on termination of the Contract. The Customer shall be entitled to a copy of its Data on the Host Server and backup media as at the date of termination by "extraction" onto DVD by giving ten (10) days' notice in writing and by paying a fee of £25.00 per extraction, one extraction being of up to 4Gb.

### 17. SEVERANCE

If any term or provision of this Contract is held to be illegal or unenforceable in whole or in part, under any enactment, regulation or rule of law in any jurisdiction, such term or provision or part shall to that extent and for the purposes of that jurisdiction only be deemed not to form part of this Contract but the validity and enforceability of the remainder of this Contract shall not be affected.

### 18. GOVERNING LAW

18.1. A Contract made between the Customer and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Jersey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.

18.2. 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.

### 19. DATA PROTECTION

19.1. For the purposes of complying with the Data Protection (Jersey) Law 2018 and Data Protection (Bailiwick Guernsey) Law 2017, JT has prepared a data protection notice in relation to personal information to be collected by JT in relation to the Contract, a copy of which can be found On-line at [www.jtglobal.com/GDPR](http://www.jtglobal.com/GDPR).

19.2. The Customer acknowledges receipt of such notice and agrees that a copy of the notice shall be made available to any natural person in relation to whom JT receives personal information in relation to the Contract.