



**JT Free Cybersecurity Assessment  
Promotion Specific Terms of Reference (the “Terms and Conditions”)**

Please read these Terms and Conditions carefully before accessing or using JT’s Assessment (as defined in section 1 below). By requesting, accessing or using any part of the Assessment, you (a “**Customer**”) agree to be bound by these Terms and Conditions. If you do not agree to all these Terms and Conditions, you may not request, access or use the Assessment.

**PROMOTER**

1. The promoter of this Assessment is JT (Jersey) Limited, No 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB (“**JT**”).

**THE PROMOTION**

2. The Assessment involves receiving one (1) free basic introductory cybersecurity assessment, aligned to the requirements of your business completed against key security controls. This will involve JT providing the Customer with:
  - (a) a high-level overview of its security maturity; and
  - (b) high-level recommendations regarding areas of perceived weakness.(the “**Assessment**”)
3. In order to receive the Assessment, the Customer must book the Assessment by or before 31 May 2022 (the “**Promotional Period**”), with all Assessments to be taken within thirty (30) days of booking at a time to be agreed during an introductory call, unless otherwise agreed by JT.

**GENERAL**

4. JT reserves the right to modify the Assessment processes it employs without notice at any time. JT shall not be liable to the Customer or to any third-party for any modification of the Assessment process.
5. The Assessment requires certain information to be provided to JT, in order for JT to analyse it and create the final results that will form the Assessment. If any Customer does not provide the requested information, then JT reserves the right to discontinue the relevant Assessment without penalty.
6. The Customer acknowledges that any and all of the copyright, trademarks, and other intellectual property rights used or subsisting in or in connection with the Assessment and any parts thereof are and shall remain the sole property of JT or (if applicable) a third party rights holder (the “**Owner**”) and the Customer shall not during or at any time after receiving the Assessment, in any way question or dispute the ownership thereof by JT or the Owner or do any act inconsistent with the rights of JT or the Owner.
7. No Customer shall facilitate or otherwise aid other individuals or any third party in violating these Terms and Conditions.



## DISCOUNTED SERVICES AFTER ASSESSMENT

8. Each Customer that has received an Assessment in line with these Terms and Conditions will be eligible to choose **one (1) discounted service** (choosing from (a), (b) or (c) below) (the “**Discounted Services**”):
- (a) 30% off the first twelve (12) months on JT’s CISOaaS or Digital Risk Protection products;
- OR**
- (b) 30% off your next Cyber Assessment or Vendor Risk Assessment
- OR**
- (c) 30% off the first 5 x Annual Cyber Risk Scorecard or 10 x 60 day Cyber Risk Scorecard.

Each of the above products is described on <https://business.jtglobal.com/cybersecurity/>.

In order to benefit from the above discount, the Customer must order one (1) of the Discounted Services by signing an agreement with JT within thirty (30) days of completion of the Assessment. Separate terms and conditions for the Discounted Services (including as to payment and timing of receipt of services) will apply and will be provided at the time of selecting one of the Discounted Services.

## LIABILITY

9. To the full extent permitted by law, JT for and on behalf of itself and its affiliates, contractors and agents (the “**Relevant Parties**”) excludes all liability for any loss (including any damage, claim, injury, cost or expense) whatsoever which may be suffered or incurred by any person arising out of, or in any way connected with an Assessment including without limitation: (a) any direct, indirect, economic or consequential loss; or (b) any loss arising from any negligent act or omission of any of the Relevant Parties.
10. Where a Customer qualifies for an Assessment, JT nevertheless will accept no liability for any Assessment not fulfilled or completed for the reasons stated in section 6 above.
11. The Assessment is based on information provided at the time of the Assessment, using a sampling technique and is time-constrained. Even though a problem may not have been identified at the time of Assessment, this does not necessarily mean that a problem does not exist. JT is not responsible for any loss or damage to the Customer or to any other person, or for any other consequence, to the extent that information made available to JT by the Customer for the purposes of the Assessment is not accurate, complete or current. The results of the Assessment must not be relied upon or used as a basis for making any decision without taking express, case-specific advice. Any reliance on the results of the Assessment is at the Customer’s own risk.

## CONFIDENTIALITY

12. In these Confidentiality sections “**Provider**” means JT or the Customer (as the case may be) when disclosing Confidential Information and “**Recipient**” means JT or the Customer (as the case may be) when receiving Confidential Information.
13. The Recipient undertakes to the Provider that it shall:



- (a) keep the Provider's confidential or proprietary information ("**Confidential Information**") secret and confidential;
  - (b) only use or exploit the Confidential Information for or in connection with, the Assessment; and
  - (c) unless the Provider otherwise consents in writing, only make disclosure of the Confidential Information in accordance with sections 15 and 16.
14. The Recipient may disclose the Confidential Information to any of its officers, employees, advisers and contractors on a "need to know" basis only and provided that each such person is subject to obligations of confidentiality in respect of that Confidential Information on terms substantially equivalent to those contained in these Confidentiality sections.
15. The Recipient may disclose the Confidential Information to the extent required by an order of any court or of any regulatory or governmental body of competent jurisdiction or by the laws or regulations of any country to which its affairs are subject.
16. The obligations set out in section 13 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show:
  - (a) that it is, or becomes, generally available to the public other than as a result of the information being disclosed by the Recipient in breach of these Confidentiality sections; or
  - (b) was already lawfully known to the Recipient before it was disclosed by the Provider; or
  - (c) has been received by the Recipient from a third party source that is not connected with the Provider and that such source was not under any obligation of confidence in respect of that information.
17. If requested by the Provider at any time, the Recipient shall immediately destroy or return to the Provider all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient and erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically practicable).

## **DATA PROTECTION**

18. By requesting an Assessment from JT, the Customer acknowledges and consents to JT processing and handling personal data by ticking the box on the online form. The Customer will find more information on how JT processes personal data here: [www.jtglobal.com/global/privacy-policy/](http://www.jtglobal.com/global/privacy-policy/). JT may share such information with other affiliates of JT Group Limited. Each Customer has a right to ask for a copy of the personal data held about them in JT's records by emailing [DPO@jtglobal.com](mailto:DPO@jtglobal.com). If any Customer requires JT to correct any inaccuracies, they can write to JT Customer Services, PO Box 53, No. 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB or email Customer services at [Customer.services@jtglobal.com](mailto:Customer.services@jtglobal.com).

## **GOVERNING LAW**

19. These Terms and Conditions 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 for the resolution of any dispute between them arising out of or in connection with these Terms and Conditions and/or an Assessment.