

TERMS AND CONDITIONS

Security Testing And Scanning Service

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 882882 in Guernsey or contact Us via www.itglobal.com. Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms and Conditions](#).

For the purpose of these terms and conditions, “**Cancellation Charges**” means the charges applied by Us for the cancellation of the scheduled Service by You as detailed in clause 5 of these terms and conditions. “**Data Protection Laws**” means all applicable data protection laws and regulations applicable in any jurisdiction in which Personal Data is being processed pursuant to this Agreement, including the Data Protection (Jersey) Law 2018, the Data Protection (Bailiwick of Guernsey) Law 2017, Regulation 2016/679 (the General Data Protection Regulation) and the UK Data Protection Act 2018. “**Minimum Contract Period**” means, unless carried out on a single test/scan basis, a period of either 12, 24, or 36 months from the commencement of the Contract as stated in the Application Form. “**Personal Data**” and the processing thereof shall have the meaning given to those terms in the relevant Data Protection Laws. “**Security Testing Authorisation Form**” means the completed form granting formal permission for Us to perform invasive scans and security testing as signed by You and submitted to Us. “**Service**” means the provision by Us of an External Vulnerability Assessment Scan, Internal Vulnerability Assessment Scan, Penetration Test, Compliance Assessment Scan, associated security testing or scanning services (as further described in the Product Description and/or Service Description) and/or any other service selected by You in the Application Form, where these Conditions are stated to apply. “**System**” means Your network, software, website or other Information Technology (IT) asset, being tested by Us as part of the Service.

1. COMMENCEMENT AND DURATION

- 1.1 Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect from the earlier of:
 - (a) the date that the Application Form has been received and accepted by Us; or
 - (b) when a Service is provided to You.
- 1.2 Subject to the provisions of clauses 12.1 and 12.2 hereunder 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 12.3 below.
- 1.3 Save where termination is notified by You to Us under clause 0 below, if (a) You terminate the Contract during the Minimum Contract Period; or (b) pursuant to clause 4 below, We either cancel a Service during the Minimum Contract Period or suspend or limit a Service during the Minimum Contract Period and do not reinstate it, You shall, even if We have terminated the Contract pursuant to clause 12 below by reason of the matter giving rise to the cancellation, suspension or limitation of a Service, pay a sum equal to the Service Charges and any extra charges which would have been payable to Us for the balance of the Minimum Contract Period.
- 1.4 Nothing in this clause shall prevent either You or Us from terminating the Contract in accordance with clause 12 below.

2. VARIATION

- 2.1 We may from time to time vary the Conditions and Product Description applicable to a Service and will as soon as practicable and in any event not less than one calendar month before any such variation is to take effect give written notice of all such variations On-line and/or at Our office(s) in Jersey and/or Guernsey as applicable and will also notify You in writing of any significantly material variations.
- 2.2 Notwithstanding the above, We may vary all or any of the Service Charges by publishing any such variation at least one calendar month in advance in a schedule of tariffs to be displayed and/or available at Our office(s) in Jersey and/or Guernsey as applicable and/or On-line. Such variation shall not apply to any element of the Service Charges that is stated as fixed for a stated period in the Application Form if the variation occurs during the stated period.
- 2.3 Other than as stated above any variations to the Contract shall be made in writing by Us and signed by a duly authorised officer of the same.
- 2.4 Save as herein expressly provided none of Our servants or agents shall have the authority to agree any variation or addition to the Contract. Any representation or warranty so made is of no force or effect unless made in accordance with this clause.
- 2.5 In the event that the British Pound Sterling suffers a currency devaluation as a result of an adverse change in applicable foreign exchange rates, and this devaluation directly impacts and increases Our costs in providing the Service, We reserve the right to adjust the Service Charges in order to take account of that increase in its costs.

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- 3.1 We shall provide You with the Service on the Service Delivery Date(s) as confirmed in the Security Testing Authorisation Form.
- 3.2 In the event that We make a secure user portal available to You, then the Service shall also include:
 - (a) access to the secure user portal;
 - (b) the option of additional, chargeable reporting packages; and
 - (c) the option of advanced chargeable portal functionality.
- 3.3 We shall perform the Service/s using reasonable skill and care and in accordance with the Good Industry Practice. However, We do not guarantee that every vulnerability in the System will be identified and/or prevented pursuant to the Service. You acknowledge that the Service is designed to provide You with a report of listed vulnerabilities at a particular point in time and not a comprehensive list of all potential vulnerabilities that may affect the System.
- 3.4 You acknowledge and agree that the Service provided by Us involves inherent risks, including but not limited to, potential System downtime, data loss, or interruption of business operations. You understand that the purpose of penetration testing as a Service is to identify vulnerabilities within the System which may result in unintended consequences or disruptions, and Our liability is limited to that contained in these terms and conditions and You shall indemnify Us fully against all liabilities, costs and expenses which We may incur as a result of carrying out the Service in accordance with Your specifications or arising as a result of materials and information provided by You to Us in the course of the provision and receipt of the Goods and/or Services giving rise to an infringement of any copyright, trademark or other intellectual property right proprietary to a third party.
- 3.5 You acknowledge that You are responsible for Your own cybersecurity risk management and for all of Your personnel to adhere to Your internal policies and procedures relating to cybersecurity management and safety.
- 3.6 You acknowledge that the everyday performance of the System and all related security are subject to multiple factors that are outside of Our control; We do not warrant or guarantee that the Service will prevent or mitigate every event which may affect the System. In this regard, We make no guarantees regarding the effectiveness of the Service with respect to Your overall cybersecurity program due to Our lack of control over numerous aspects of the Systems and Your operations, personnel, and information security.
- 3.7 By engaging Us to carry out the Service, You voluntarily assumes all risks associated with the testing process. You acknowledge that We cannot guarantee the absence of unforeseen issues or the complete security of Your System.
- 3.8 We will use reasonable endeavours to meet the timescales and/or completion dates set out in the Security Testing Authorisation Form for provision or completion of the Services or any part of them, however time shall not be of the essence.
- 3.9 Whilst We will endeavour to have the same Analyst involved throughout the provision of the Service, it reserves the right to replace that Analyst with individual(s) that singularly, or in combination, have at least the same qualifications or experience.
- 3.10 If the Analyst is present on Your premises, We shall use reasonable endeavours to ensure the Analyst complies with such reasonable site rules and procedures as are notified to Us by You from time-to-time.
- 3.11 In the event of a testing failure within the Service/s, We will use reasonable endeavours to resume the testing within one Business Day.
- 3.12 We may periodically need to make a Non-Critical Change (e.g. to upgrade the equipment to ensure the latest software versions are in operation). If We determine, in Our sole discretion, that a Non-Critical Change is necessary, We will work with You to reschedule Your allocated testing window. You shall allow Us to make these changes within five Business Days of receipt of the request from Us to do so.
- 3.13 If We determine that a Critical Change is required, or if You do not respond to a request to make a Non-Critical Change in accordance with clause 3.12, We will make the change at a time We consider to be most convenient to You. We will use reasonable endeavours to contact Your technical contact prior to making any security change or equipment upgrades under these circumstances.
- 3.14 We reserve the right to vary the technical specification of a Service at any time, and where a Service is materially affected undertake to notify You of such variation within a reasonable time beforehand.
- 3.15 We will deliver a Service using the most appropriate method, medium or technologies as decided by Us at Our sole discretion.
- 3.16 We reserve the right to disclose Your name, telephone and/or facsimile numbers and/or email address to any person making any complaint or enquiry in relation to use of the Service, or in an emergency, to the emergency services.

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- 1.17 You acknowledges that We are unable to exercise control over the content of data made available to, accessed by, transmitted by, or published by You and undertake to use the Service only for lawful purposes.
- 3.18 You agree and acknowledge that, unless otherwise agreed in writing by Us, the Service does **not** include:
- (a) remediation of any vulnerabilities, misconfigurations or weaknesses discovered by the Service;
 - (b) permanent archival and storage of log files or reports;
 - (c) incident response, forensics and investigations;
 - (d) legal case preparation and public relations incident support; or
 - (e) other security consulting services (e.g. security policy design, security auditing, contingency/disaster recovery planning, etc.).
- 3.19 You represent and warrant to Us that You will (i) use commercially reasonable administrative, physical and technical safeguards to protect the System, Your facilities, operations and data or follow industry-standard or other mutually agreed upon security practices; (ii) update to the latest version of relevant software and follow the current documentation for the same; and (iii) make no modifications or alterations to any hardware or software comprising the Service without Our express written permission.
- 3.20 A Service will only be deemed authorised by Us if the Security Testing Authorisation Form has been completed and signed in full by You.
- 3.21 A Service does not include the provision of Equipment unless specified in the Application Form. If Equipment is provided by Us as part of a Service then Our [Equipment Rental](#) or [Equipment Purchase](#) Terms and Conditions will apply to such Equipment.
- 3.22 Our Equipment and any associated software used to provide the Service/s shall remain Our property and shall solely and exclusively be maintained by Us.
- 3.23 We are not responsible for the content of any material made available and/or accessible by use of a Service.
- 3.24 You acknowledge that We are unable to exercise control over the content of, or to ensure the security of, data made available to, accessed by, transmitted by or published by You, or over any of Your activities that could have any impact on the content or security of Your data or other data. You undertake to use a Service only for lawful purposes.
- 3.25 The report provided by Us as part of the Service may contain a list of vulnerabilities present as at the date that the Service is carried out. You acknowledge that there may be a change to the vulnerabilities identified and/or further vulnerabilities present between the carrying out of the Service and the completion of the report. You should check all vulnerabilities and remain vigilant at all times. We shall not be liable for any damages or losses resulting from vulnerabilities discovered during delivery of the Service.

4. SUSPENSION OF A SERVICE

- 4.1 We may (without prejudice to any other right or remedy) suspend, limit or cancel the Service provided to You without penalty and with immediate effect:
- (a) during any technical failure, modification or maintenance of the Service or where it is unable to provide the Service for reasons beyond Our control or otherwise for reasons not Our fault provided that We will use reasonable endeavours to procure resumption of the Service as soon as reasonably practicable;
 - (b) if You fail to observe or perform the Conditions;
 - (c) if We have reasonable grounds to suspect that the Service is being used fraudulently or otherwise illegally; or
 - (d) if We have reasonable grounds to believe that You have provided Us with false, misleading or incomplete details about You or any other person who may use the 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 You applied for the Service or thereafter or that You have failed to tell Us if any of these details have changed.
- 4.2 Notwithstanding any suspension, limitation or cancellation of the Service under this clause You shall remain liable for all charges due hereunder throughout the period of suspension, limitation or cancellation unless We, at Our sole discretion, determine otherwise.

5. CHARGES AND PAYMENT

- 5.1 Service Charges shall apply from the Service Delivery Date, unless We notify You of a date later than the Service Delivery Date when the Service Charges shall apply from.
- 5.2 Cancellation Charges may be applied to the full value of the Service/s commissioned if You cancel with less than 5 Business Days' notice, or do not return a fully completed and signed Security Testing Authorisation Form 3 Business Days prior to the scheduled delivery of the Service.

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- 5.3 In addition to charging GST in the Bailiwick of Jersey in respect of the supply of Services, We will, where applicable, charge You GST in respect of the supply of other goods and/or services under this Contract and You will pay that amount in addition to the charges for those other goods and/or services.
- 5.4 Where You name more than 1 person on the Application Form upon commencement of the Service or thereafter, liability for the Service Charges and/or any additional sums relating to a Service shall be joint and several.
- 5.5 Where You request work to be carried out which is not included in or covered by the Service Charges, We may charge additional sums. We will, for example, make extra charges where:
- (a) We respond to a fault report and no fault is found to exist;
 - (b) We repair any of Your Equipment where such repair is not covered by any other agreement between Us and You;
 - (c) repair of a defect or fault reported by You is made more difficult or costly by breach of Your obligations under the Contract;
 - (d) We correct any defect or fault caused by You or anyone using a Service;
 - (e) We perform any task requested by You outside Our normal or contracted hours of business.
- 5.6 Service Charges and/or any additional sums are payable in full on demand or as otherwise agreed between You and Us. If payment is agreed in writing to be made by instalments and if You fail to pay any instalment on its due date then We shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 5.7 We will charge a Late Payment Fee on any balances which remain unpaid after the due date.
- 5.8 For the purposes of credit referencing and fraud prevention, We reserve the right from time to time during the term of the Contract to:
- (a) make searches about You at credit reference agencies and elsewhere to verify Your identity and help Us to decide whether to accept Your application for a Service and/or to continue to provide a Service to You;
 - (b) use (and share with debt collection agencies and appropriate authorities) Your 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 Your part;
 - (c) record, and pass to the appropriate authorities, details of any false or inaccurate information provided by You or where We suspect fraud or any other unlawful or improper activity on Your part; and
 - (d) pass on to, and share information with, other communications service providers and networks.

6. YOUR OBLIGATIONS

- 6.1 You shall:
- (a) complete the Security Testing Authorisation Form accurately and in full, giving Your consent to Us to perform some, or all of the Services. We will not undertake the performance of any of the Services without a fully completed and signed Security Testing Authorisation Form, any failure in this regard will result in the cancellation of the scheduled Service, and the incurrence by You of a cancellation fee;
 - (b) notify relevant employees that the Service/s have been scheduled and that the employees may be monitored;
 - (c) obtain the consent of any relevant third parties to enable the Service/s to be performed, this may include internet service provider(s) and any third-party suppliers of the System, and when requested by Us, provide written evidence of such consent;
 - (d) other than in the respect of an Affiliate, or where You have Our prior written consent, You will not procure the Services for a third party;
 - (e) only use, make use of, cause, allow or permit to be used, a Service in accordance with the specification contained in the Application Form, Product Description, Service Description and any instructions provided by Us and You shall only use a Service for the purpose for which it was designed;
 - (f) comply with Our reasonable requests for assistance in order to diagnose existing or potential faults;
 - (g) use Your Equipment (physical or virtual) in accordance with the manufacturer's and/or Our recommendations;
 - (h) keep any Security Device secure and not give or disclose it to any unauthorised person;
 - (i) immediately notify Us should You know or suspect that:
 - (i) a Security Device has been obtained by any unauthorised person; and/or
 - (ii) unauthorised access to Your Equipment, either physical or otherwise is being or has been made;
 - (j) be responsible for all and any loss or damage of any nature that may be incurred by Us as a result of any use, authorised by You or not, of a Security Device except if the unauthorised use of the Security Device was permitted to occur by Us, Our employees, agents or subcontractors;

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- (k) be responsible for all damage or loss caused to Us or third parties by misuse of, mis-operation of, or fault with a Service or Your Equipment whether consequential, direct, indirect, foreseeable or unforeseeable other than due to Our acts or omissions or those of Our employees, agents and/or subcontractors and, at Your own cost, to insure all Your Equipment located at the Premises in respect of such damage or loss and all other usual or ordinary risks and to maintain such insurance without interruption until the removal of Your Equipment from the Premises;
- (l) take all appropriate measures to safeguard the security of data sent by means of a Service;
- (m) promptly advise Us in writing of any change of billing address, contact address or contact number;
- (n) service and/or maintain Your Equipment in accordance with the manufacturer's and/or Our recommendations;
- (o) obtain any licence applicable to or required by You prior to using a Service; and
- (p) keep any login code and/or password and/or PIN assigned by Us or otherwise for use of the Service, secure and not disclose the same to any unauthorised person;
- (q) immediately notify Us should You know or suspect that:
 - (i) a login code and/or password and/or PIN has been obtained by any unauthorised person;
 - (ii) unauthorised access to Your Equipment, either physical or otherwise, is being or has been made;
- (r) be responsible, at all times, for ensuring that all Your data, information and documents relating to or concerning Your business are properly and adequately backed-up, stored and saved prior to any testing or scanning services taking place;
- (s) be responsible for all and any charges of any nature that may be incurred by Us as a result of any use, authorised or not, of the login code and/or password and/or PIN;
- (t) be responsible for all damage or loss caused to Us or third parties by misuse of the Service other than due to Our acts or omissions or those of Our employees, agents and/or subcontractors;
- (u) take all reasonable and proper precautions to protect the health and safety of Our personnel while at the Premises; and
- (v) take all appropriate measures to safeguard the security of data sent by means of any communications provided as part of a Service.

6.2 You shall not by Yourself or otherwise:

- (a) use a Service in breach of any terms of any licence applicable to, or binding on, You;
- (b) use a Service for purposes or to send, transmit, publish, display, advertise or make available material, information, messages or communications which infringe/s copyright or any other intellectual property right held in any country to be offensive, abusive, obscene, pornographic, threatening, annoying, defamatory, incite/s hatred, panic or anxiety, breach/es confidence, are/is otherwise unlawful or infringe/s any third party's legal rights of whatever nature under the laws of any jurisdiction;
- (c) 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, spamming, flooding or other such broadcasts together with any other activity which may adversely affect Us or any third party.
- (d) have access to any of Our equipment or software used by Us to provide the Service other than an online customer portal; or
- (e) use the Service in breach of any terms of any licence applicable to You.
- (f) use the Service fraudulently or in connection with a criminal offence;
- (g) use any communications of any kind provided as part of a Service in breach of any terms of any licence applicable to You;
- (h) directly or indirectly, during the term and for a period of 6 months thereafter, solicit or offer an Analyst or one of Our employees with whom You had contact during the delivery of the Services any inducement to work for You or Your Affiliate(s). For the avoidance of doubt, this clause shall not prohibit either party from soliciting or hiring any person who responds to a general advertisement or solicitation not specifically directed at employees, including but limited to, advertisements or solicitations through newspapers, trade publications or job sites/apps.

7. ASSIGNMENT

7.1 You may not assign the Contract without Our permission, such permission not to be unreasonably withheld.

7.2 We reserve the right to assign all or part of the Contract to any person and/or to sub-contract any of Our obligations hereunder upon giving at least 28 days' notice to You.

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8. EXCLUSION AND LIMITATION OF LIABILITY

- 8.1 The following provisions set out Our entire liability (including any liability for the acts and omissions of Our employees, agents and subcontractors) to You 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 the Service. **Your attention is in particular drawn to these provisions.**
- 8.2 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 8.3 We do not exclude or restrict liability for loss or damage suffered by You resulting from Our own fraud or wilful default. Subject always to the specific exclusions of liability set out in clauses 8.5(a), 8.5(b), 8.5(c) and 8.5(d) (which shall apply in all cases), We do not exclude or restrict liability for loss or damage suffered by You resulting from Our own gross negligence.
- 8.4 Unless otherwise expressly agreed in writing by the parties (in a Service Level Agreement or otherwise), We shall not be liable to You or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of the Service except as provided in clause 8.2 and 8.3 above. Whilst We will use Our reasonable endeavours to maintain the quality of the Service and to ensure that the Service is available at all times, We make no representation or warranty in relation thereto.
- 8.5 Without prejudice to the generality of clauses 8.2, 8.3 or 8.4, We shall not be liable to You or to any other person for:
- (a) any defect in, poor quality of, unavailability, interruption or discontinuance of the Service or any website or email address (and without prejudice to the generality of the foregoing and clause 8.2, We shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 days); or
 - (b) any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or consequential loss (including but not limited to loss or damage to data, equipment or property even if in Our care, custody or control) whether direct, indirect, foreseeable or unforeseeable, even if We have been advised of the possibility of such damages.
 - (c) any of Your use of a Service or activities, 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;
 - (d) any personal data revealed by the completion of the Services and subsequent reports.
- 8.6 We are not responsible for maintaining any insurance cover of any nature to cover any loss by You or any other party arising from the provision or unavailability of the Service or otherwise and any such insurance cover shall be Your responsibility.
- 8.7 If any exclusion or limitation of liability contained in this section is invalid and We become liable for any loss or damage, You (acknowledging that We are not able to evaluate any potential loss to You) agree that Our liability for any one event or series of events shall in any event be limited to the Service Charges paid by You for the 3 months prior to the event giving rise to the damages or loss.
- 8.8 Each provision of this clause shall operate independently of each other provision of this clause.
- 8.9 You agree to indemnify Us and hold Us harmless in respect of all costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim brought against Us by any third party located in any jurisdiction arising from any use of the Service provided to You (by either You or any other party) constituting any unlawful act or otherwise giving rise to any liability. You shall immediately notify Us in writing of any such claims of which You become aware. You further agree to offer all reasonable assistance to Us in defending such claims at Your sole expense.

9. FORCE MAJEURE

We shall not be liable in respect of any breach of the Contract due to any cause beyond Our reasonable control including (but without limitation) act of God, pandemic, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of Government, highway authorities, regulatory or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of the Service or upon which We rely in order to provide any part of the Service) and national and/or civil emergencies.

10. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding a Service and contain the whole agreement between the parties relating to a Service, unless specifically otherwise agreed in writing.

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11. NOTICES

- 11.1 Any notice or other communication required to be given or served for the purposes of the Contract except where otherwise provided shall be in writing and shall be deemed to have been duly given and served if sent by post, email or delivered by hand. Notices shall be deemed received 48 hours after posting or transmitting.
- 11.2 Your address for correspondence shall be the contact address as specified in the Application Form or an address notified to Us by You in writing as an address to which bills may be sent or Your usual or last known place of abode or business or if You are a limited company Your registered office.
- 11.3 Our address for correspondence in the Bailiwick of Jersey shall be P.O. Box 53, No. 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 11.4 Our address for correspondence in the Bailiwick of Guernsey shall be East Wing, Trafalgar Court Les Banques, St Peter Port, Guernsey, GY1 3PP.

12. TERMINATION

- 12.1 The Contract may be terminated immediately by Us without penalty to Us if You:
- (a) fail to satisfy Us with regard to any credit check undertaken in respect of You;
 - (b) fail to pay when due any sum payable under the Contract or any other agreement or contract made between You and Us;
 - (c) become bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 (as amended) or otherwise commit any act indicative of insolvency under the law of any jurisdiction or enter into any composition with Your creditors in the Bailiwick of Jersey or elsewhere;
 - (d) are declared *en désastre* or pass any special resolution to enter into voluntary liquidation or are placed into compulsory liquidation by act of the Royal Court of Guernsey or a summons or process is served upon You with the intent of obtaining any such order or You become bankrupt or otherwise commit any act indicative of or analogous to insolvency under the law of any jurisdiction or enter into any composition with Your creditors in the Bailiwick of Guernsey or elsewhere;
 - (e) fail to observe or perform the Conditions or the conditions of any other agreement or contract made between You and Us and fail to remedy such breach as soon as possible and in any event within 28 days after the date that We serve written notice on You in relation to such breach;
 - (f) use a Service in a manner which is unsafe or which has not been approved by Us;
 - (g) use a Service fraudulently or in connection with a criminal offence;
 - (h) make improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of a Service;
 - (i) make 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;
 - (j) connect equipment other than equipment approved by Us to a Service.
- 12.2 The Contract may be terminated by You if:
- (a) We unreasonably exercise Our rights of variation or suspension under the Contract, by You giving written notice to Us within 14 days of the notice of variation or suspension;
 - (b) We exercise Our rights of variation of the technical specification of a Service such that performance of the same is materially degraded, such termination to be on 14 days written notice without further obligation;
 - (c) We fail to observe or perform Our obligations under the Contract and fail to remedy such breach as soon as possible and in any event within 28 days after the date that You serve written notice on Us in relation to such breach, by giving written notice to Us of such termination.
 - (d) a Service is suspended for a continuous period of 7 days or longer pursuant to clause 4.1(a).
- 12.3 Subject to clauses 1.2, 12.1 and 12.2 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 Your case at least one calendar month and in Ourat least six calendar months prior to the effective date of the purported termination of the Contract and such 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.

13. SEVERANCE

If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected.

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14. GOVERNING LAW

- 14.1 A Contract made between You 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.
- 14.2 A Contract made between You 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.

15. THIRD PARTY PRODUCTS

Where We use third party products, software, hardware or services (“**Third Party Products**”) in relation to provision of the Service, then notwithstanding any other terms agreed between Us and such Third Party Product supplier, You agree that all Third Party Products are provided subject to the Third Party Product supplier’s terms and conditions (including any applicable software license terms, if relevant) in effect at the time such Third Party Products are delivered to You. We have no liability with respect to the performance or non-performance of such Third Party Products, including but not limited to, any liability arising out of any events caused by defects or failures of such Third Party Products. You shall fully indemnify and hold Us harmless for any breaches by You of any Third Party Product supplier’s terms and conditions.

16. PERSONAL DATA

We shall process all Personal Data related to the Service in accordance with the relevant addendum located at <https://www.itglobal.com/global/data-processing/>. You acknowledge and agree that We shall exercise professional judgment both in carrying out the Service and in what information is included when We share the results of any findings. This includes, but is not limited to, Our professional judgment on what Personal Data to include in Our report back to You during any searches completed as part of the Service.