

JT AGGREGATED OFF ISLAND STM1 SERVICE

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.

1. DEFINITIONS

In the Conditions (as defined below) the following terms shall have the following meanings unless expressly stated otherwise:

- 1.1. "Application Form" means the completed application form for a Service as signed by the Customer and submitted to JT.
- 1.2. "Conditions" means these terms and conditions, the Application Form and Product Description and any variations thereto.
- 1.3. "Contract" means the agreement made between the Customer and JT for the provision of a Service which agreement is governed by the Conditions.
- 1.4. "Customer" means the person or persons named in the Application Form.
- 1.5. "Customer Equipment" means any apparatus used by the Customer to connect to or make use of a Service.
- 1.6. "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.
- 1.7. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.8. "Minimum Contract Period" means:
 - 1.8.1. a period of twelve months from the commencement of the Contract or such other period as may be stated in the Application Form; or
 - 1.8.2. any remaining minimum contract period relating to a Service where JT has permitted the Customer to take over that Service, without break or without alteration of that Service by JT, from another customer.
- 1.9. "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.
- 1.10. "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.
- 1.11. "On-line" means accessible over the world wide web at JT's site at www.jtglobal.com or such other site as may be notified from time to time.
- 1.12. "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.
- 1.13. "PIN" means Personal Identification Number.
- 1.14. "Premises" means those premises or locations at which a Service is to be provided under the Contract.
- 1.15. "Product Description" means the description and any technical specification of the relevant Service, together with any applicable Customer specific service level agreement, as available from JT's offices or On-line or as provided to the Customer.
- 1.16. "Service" means the provision by JT of any of the following services (as selected by the Customer in the relevant Application Form): Private Circuit; Frame Relay; Internet Backbone; Corporate Connect; Corporate Access; Corporate Dial Hosting; Rapid, DSL services and any variants thereof; CCTV Fibre; Managed Firewall (each as more particularly described in the relevant Product Description) or any other service selected by the Customer in the Application Form, where these Conditions are stated to apply.
- 1.17. "Service Charges" means the sums charged to the Customer by JT for the provision and use of a Service.
- 1.18. "Telecommunications Apparatus" means any apparatus, equipment or wiring used to deliver a Service to the Premises, up to and including the NTP and ONT, or as otherwise identified by JT.
- 1.19. "Type Approved Equipment" means any apparatus which has been approved by the British Approvals Board for Telecommunications (BABT) or approved by JT for use in connection with a Service.
- 1.20. "Usage Policy" means any policy relating to the expected and / or actual use of a Service by the Customer as available from JT's office(s) in Jersey and/or Guernsey as applicable or On-line or as provided to the Customer.

2. COMMENCEMENT AND DURATION

- 2.1. Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect from the earlier of:

- (a) when the Application Form has been received and accepted by JT; or (b) when a Service is provided to the Customer.
- 2.2. Subject to the provisions of clauses 14.1 and 14.2 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 14.3 below.
- 2.3. Save where termination is notified by the Customer to JT under clause 14.2 below, if: (a) the Customer terminates the Contract during the Minimum Contract Period, or (b) pursuant to clause 6 below, JT either cancels a Service during the Minimum Contract Period or suspends or limits 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 14 below by reason of the matter giving rise to the cancellation, suspension or limitation of a Service, pay a sum equal to the Service Charge and any extra charges which would have been payable to JT for the balance of the Minimum Contract Period.
- 2.4. Nothing in this clause shall prevent either party from terminating the Contract in accordance with clause 14 below.

3. VARIATION

- 3.1. JT 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 notice of such variation On-line and / or at JT's office(s) in Jersey and/or Guernsey as applicable.
- 3.2. Notwithstanding the above, JT may vary all or any of the Service Charges by publishing any such variation in a schedule of tariffs to be displayed and / or available at JT's office(s) in Jersey and/or Guernsey as applicable and / or On-line such variation to have immediate effect unless stipulated otherwise.
- 3.3. Other than as stated above any variations to the Contract shall be made in writing by JT and signed by a duly authorised officer of the same.
- 3.4. Save as herein expressly provided no servant or agent of JT 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.

4. SERVICE

- 4.1. A Service does not include the provision of Customer Equipment unless specified on the Application Form. 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.
- 4.2. 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.
- 4.3. JT reserves the right to vary the technical specification of a Service at any time.
- 4.4. JT will deliver a Service to the Premises using the most appropriate method, medium or technologies as decided by JT at its sole discretion.
- 4.5. 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.
- 4.6. Customer Equipment must only be connected to a Service via the NTU or ONT.
- 4.7. 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.
- 4.8. 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.
- 4.9. The whole of the Telecommunications Apparatus shall remain the property of JT and shall solely and exclusively be maintained and moved by JT.
- 4.10. Where by reason of a fault with the JT data network or Telecommunications Apparatus 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 Telecommunications Apparatus 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.

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- 4.11. 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.
- 4.12. The Customer acknowledges and accepts that provision of a Service may involve the carriage of a high intensity light source or electric current which energies are dangerous and may cause serious injury or death if not handled properly.
- 4.13. 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 Form.
- 4.14. 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.
- 4.15. 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.
- 4.16. JT reserves the right without penalty to limit, black-hole or discard any internet traffic or data that it reasonably suspects to be of a malicious nature or which threatens the stability of its network including, but not limited to, bandwidth swamping or suspected denial of service attacks.
- 4.17. 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.
- 5. TELEPHONE ORDERING**
- 5.1. 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.
- 5.2. 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 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.
- 6. SUSPENSION OF THE SERVICE**
- 6.1. JT may (without prejudice to any other right or remedy) suspend limit or cancel a Service to the Customer without penalty and with immediate effect:
- 6.1.1. during any technical failure, modification or maintenance of a Service or where it is unable to provide a Service for reasons beyond its control or otherwise for reasons not its fault provided that JT will use its reasonable endeavours to procure resumption of a Service as soon as reasonably practical;
- 6.1.2. if the Customer fails to observe or perform the Conditions;
- 6.1.3. if JT has reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or
- 6.1.4. if JT has reasonable grounds to believe that the Customer has provided JT with false, misleading or incomplete details about him- or herself 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.
- 6.2. Notwithstanding any suspension of a Service under this clause the Customer shall remain liable for all charges due hereunder throughout the period of suspension, limitation or cancellation unless JT at its sole discretion determines otherwise but the Customer shall not be liable for any line rental charge for any period beyond a seven day period of suspension or limitation or the seventh day of cancellation.
- 7. CHARGES AND PAYMENT**
- 7.1. The Service Charges shall comprise any connection charge for a Service, whether initial or after suspension, limitation or cancellation, and rental charge (payable in advance) for a Service where such charges depend on the relevant service options selected in the Application Form.
- 7.2. Where more than one person is named as a Customer liability for the Service Charges or any additional sums relating to a Service shall be joint and several.
- 7.3. Where the Customer requests work to be carried out which is not included in the Service Charges JT may charge additional sums. JT will, for example, make extra charges where:
- 7.3.1. it installs additional wiring at the Customer's premises other than that required to provide a Service;
- 7.3.2. it repairs or traces a defect or fault to any wiring owned or maintained by the Customer that is used to extend the location of the NTU or ONT remotely from the NTP;
- 7.3.3. it repairs any Customer Equipment where such repair is not covered by any other agreement between JT and the Customer;
- 7.3.4. it responds to a fault report and no fault is found to exist;
- 7.3.5. repair of a fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract;
- 7.3.6. it corrects any defect or fault caused by the Customer or anyone using a Service;
- 7.3.7. it repairs Telecommunications Apparatus located at the Premises that is damaged other than by JT, its employees or agents.
- 7.4. Service Charges are payable in full on 30 days' receipt of invoice or as otherwise agreed between the Customer and JT. If payment is agreed in writing to be made by instalments and if the Customer fails to pay any instalment on its due date then JT shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 7.5. JT reserves the right to charge interest on any balances which remain unpaid for more than 30 days from the due date at 3% above the short term base lending rate from time to time prevailing in England.
- 7.6. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
- 7.6.1. 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;
- 7.6.2. 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;
- 7.6.3. 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
- 7.6.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.
- 8. OBLIGATIONS OF THE CUSTOMER**
- 8.1. The Customer shall:
- 8.1.1. 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, any relevant Usage Policy and any instructions provided by JT and shall only use a Service for the purpose for which it was designed;
- 8.1.2. insure, at its own cost, all Telecommunications Apparatus located at the Premises;
- 8.1.3. enter into an appropriate contract with any other telecommunications provider that provides part or parts of a Service;
- 8.1.4. comply with JT's reasonable requests for assistance in order to diagnose existing or potential faults;
- 8.1.5. 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;
- 8.1.6. only use Type Approved Equipment 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 Equipment and that it conforms with necessary standards, codes or licensing requirements;
- 8.1.7. use Customer Equipment in accordance with the manufacturer's and / or JT's recommendations;
- 8.1.8. 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;

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- 8.1.9. immediately notify JT should the Customer know or suspect that:
- (a) a login code and / or password and / or PIN has been obtained by any unauthorised person;
 - (b) unauthorised access to Customer Equipment, either physical or otherwise is being or has been made;
- 8.1.10. 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;
- 8.1.11. 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;
- 8.1.12. take all necessary steps to warn all persons at the Premises of the dangers associated with provision of a Service and shall take proper and sufficient care in training personnel in the handling of the Telecommunications Apparatus where such handling is necessary;
- 8.1.13. take all reasonable and proper precautions to protect the health and safety of JT's personnel while at the Premises;
- 8.1.14. take all appropriate measures to safeguard the security of data sent by means of a Service;
- 8.1.15. promptly advise JT in writing of any change of billing address, contact address or contact number;
- 8.1.16. provide suitable premises and conditions for the Telecommunications Apparatus in accordance with JT's instructions;
- 8.1.17. be responsible for any remedial and / or decorative works after installation of the Telecommunications Apparatus, NTU and/or ONT; and
- 8.1.18. 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.
- 8.2. The Customer **shall not** by themselves or otherwise:
- 8.2.1. tamper with, move, modify, or interfere with the Telecommunications Apparatus without the written consent of JT;
 - 8.2.2. use a Service in breach of any terms of any licence applicable to the Customer;
 - 8.2.3. use a Service fraudulently or in connection with a criminal offence or to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
 - 8.2.4. use a Service to access, transmit, publish, display, advertise or make available material which infringes copyright or any other intellectual property right held in any country, is obscene or pornographic, contains threats of any kind, is defamatory in any way or breaches confidence, which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;
 - 8.2.5. apply direct current signals to the Telecommunications Apparatus or attempt to send such signals between the Premises;
 - 8.2.6. 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 JT or any third party.
- 9. ASSIGNMENT**
- 9.1. The Customer may not assign the Contract without the prior written consent of JT.
 - 9.2. JT reserves the right to assign all or part of the Contract to any person and / or to sub-contract any of its obligations hereunder upon giving 28 days' notice to the Customer save that JT may subcontract the provision or repair of Telecommunications Apparatus without prior notice.
- 10. EXCLUSION AND LIMITATION OF LIABILITY**
- 10.1. Except to the extent provided in an applicable service level agreement or any other document or agreement between the parties in relation to the subject matter of this Contract and except as otherwise expressly agreed in writing by the parties, the following provisions set out each party's entire liability (including any liability for the acts and omissions of its employees or agents) to the other party in respect of:
- 10.1.1. any breach of its contractual obligations arising under the Contract; and
 - 10.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2. Neither party has an obligation of any kind to the other party beyond the obligations to perform its obligations arising under the Contract and to exercise the reasonable skill and care of a competent telecommunications operator in such performance.
- 10.3. Subject to clauses 10.4, 10.5 10.7 and 10.8, if a party is in breach of any of its obligations to the other party under the Contract (excluding obligations arising under the Contract to pay moneys in the ordinary course of business) or otherwise (including liability for negligence or breach of statutory duty), the total liability of either party to the other under the Contract shall not exceed the greater of either: £1,000,000; or 125% of the total of all sums paid by the Customer to JT under the Contract.
- 10.4. Neither party excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents while acting in the course of their employment or liability for fraudulent misrepresentation.
- 10.5. Each party will be liable for loss or damage to the other party's physical property arising from gross negligence, up to one million pounds (£1,000,000) in any 12 month period.
- 10.6. Neither party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss of profits, business, goodwill or anticipated savings, wasted expenditure only to the extent that such loss or damage is of an indirect or consequential nature.
- 10.7. 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.
- 10.8. If JT becomes liable to the Customer for any loss or damage pursuant to the terms of this Contract and if any exclusion or limitation of liability contained in this clause 10 is invalid, the Customer (acknowledging that JT is not able to evaluate any potential loss to the Customer) agrees that JT's liability for any loss or damage arising or in connection with 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.
- 10.9. Each provision of this clause shall operate independently of each other provision of this clause.
- 10.10. JT grants a non-exclusive licence to the Customer for the term of the Contract to use or resell the Services in accordance with the terms and conditions of this Contract. If the exercise of these rights requires any other licence to use from JT or any third party then JT shall be deemed to hereby grant or shall procure such licences for the Customer at no cost to the Customer. If the exercise of the rights under this Contract requires any licence to use from any third party JT shall seek to procure such licences for the Customer at no cost to the Customer.
- 10.11. JT indemnifies the Customer against all actions, claims, proceedings by any third party and for all damages, costs and expenses arising therefrom in relation to any actual or alleged infringement of intellectual property rights belonging to that third party or a breach of confidentiality obligations owed to that third party by the Customer's possession or use of the Services anywhere in the world, provided that the Customer:
- 10.11.1. does not infringe the intellectual property rights by its or its customer's actions;
 - 10.11.2. takes all reasonable steps to mitigate any loss;
 - 10.11.3. provides prompt notice of any claim to JT;
 - 10.11.4. makes no admission without JT's prior written consent;
 - 10.11.5. gives JT sole control of the defence and settlement of such claim;
 - 10.11.6. provides to JT (at JT's expense) all available information in its possession, and assistance and authority to defend; and
 - 10.11.7. does not settle and has not settled any such claim and makes no statement and has made no statement prejudicial to the defence of any such claim without JT's prior written consent.
- 10.12. JT may, at its expense, modify or replace the Services to avoid any alleged or actual infringement or breach provided that the modification or replacement does not materially affect the performance of the Services.
- 11. FORCE MAJEURE**
- JT shall not be liable in respect of any breach of the Contract due to any cause beyond its 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, 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 a Service

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or upon which JT relies in order to provide any part of a Service) and national and / or civil emergencies.

12. ENTIRE AGREEMENT

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

13. NOTICES

13.1. 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.

13.2. The Customer's address for correspondence shall be the contact address as specified in the Application Form or an address notified to JT by the Customer in writing as an address to which bills may be sent or the Customer's usual or last known place of abode or business or if the Customer is a limited company its registered office.

13.3. 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.

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

14. TERMINATION

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

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

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

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

14.1.4. 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;

14.1.5. fails to observe or perform the Conditions or the conditions of any other agreement or contract made between the Customer and JT and fails to remedy such breach as soon as possible and in any event within 28 days after the date that JT serves written notice on the Customer in relation to such breach;

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

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

14.1.8. 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;

14.1.9. 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;

14.1.10. 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;

14.1.11. connects equipment to a Service other than Type Approved Equipment.

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

14.2.1. JT unreasonably exercises its rights of variation or suspension under the Contract, by the Customer giving written notice to JT within 14 days of the notice of variation or suspension;

14.2.2. 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 14 days written notice without further obligation;

14.2.3. 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 28 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.

14.3. Subject to clauses 2.2, 14.1 and 14.2 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 either case at least one calendar month notice must be received 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.

15. 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.

16. GOVERNING LAW

16.1. 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.

16.2. 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.

17. DATA PROTECTION

17.1. JT will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Contract to anyone other than (i) members of the JT Group or (ii) subject to the relevant Data Protection legislation, third party sub-contractors or agents engaged by JT, such disclosure being made in either case in order for it to be able to provide the Customer with a Service.

17.2. JT adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005 or the Data Protection (Bailiwick of Guernsey) Law 2001, details of which policies are included in the relevant Consumer Code of Practice which can be found On-line at www.itglobal.com.

17.3. JT reserves the right to disclose the name, address, telephone and/or facsimile numbers and/or email addresses of the Customer to any judicial, law enforcement, regulatory or governmental body or agency where required by applicable law or by the Order of a court or other body of competent jurisdiction to do so.