

JT APPS

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.

ACCEPTANCE OF TERMS

Downloading or otherwise accessing an App constitutes your acceptance of these Conditions which take effect on the date from which you First Use an App. You are responsible for regularly reviewing the Conditions. Your continued use of the App after changes are posted constitutes your acceptance of these Conditions as changed from time to time.

1. DEFINITIONS

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

- 1.1. "App" means any mobile application software provided and maintained by JT, including the JT Insight app, the JT Directory app and any other app as may be notified from time to time and any updates or upgrades to such software.
- 1.2. "Charge" means any charge to download an App and/or use any or all Services available via an App.
- 1.3. "Conditions" means these terms and conditions including any variations thereto.
- 1.4. "Contract" means the agreement between the Customer and JT for the use of an App, which agreement is governed by these Conditions and which takes effect on the date on which the Customer First Uses an App.
- 1.5. "Customer" means any person downloading and/or using an App.
- 1.6. "Directory Services" means any and all services accessible by the Customer through an App whereby names and related addresses, telephone numbers and/or email addresses as compiled by JT can be accessed by the Customer.
- 1.7. "Equipment" means the Customer's mobile device, computer system, set-top box, console, web-enabled television or any other equipment used to download and/or use an App.
- 1.8. "First Use an App" means the earlier of: (a) the date on which the Customer downloads an App to its Equipment; or (b) the date on which the Customer first uses an App.
- 1.9. "JT" means:
 - 1.9.1. in the case of a Customer resident, incorporated or otherwise established in Jersey or anywhere else in the world other than the Bailiwick of Guernsey, JT (Jersey) Limited, registered number 83487, having its principal place of business at 1 The Forum, Grenville St., St Helier, Jersey, JE4 8PB; or
 - 1.9.2. in the case of a Customer resident, incorporated or otherwise established in the Bailiwick of Guernsey, 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 from time to time.
- 1.10. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.11. "Material" means any information, file, data, or any other material located at or made available through an App.
- 1.12. "On-line" means accessible over the world wide web at JT's site at www.jtinsight.com, www.jtglobal.com or such other site as may be notified from time to time.
- 1.13. "Registration Data" means the information required by an App to enable the Customer to have full access to that App and includes personal data and access codes.
- 1.14. "Service" means any Material and/or any other service provided by JT that is accessible by the Customer via an App.
- 1.15. "Website" means the information located at URL www.jtinsight.com, www.jtglobal.com, or such other website as may be notified from time to time.

2. REGISTRATION

- 2.1. In order to use an App or certain features of an App the Customer may be required to register. By registering the Customer agrees to:
 - 2.1.1. provide true, accurate, current and complete information as prompted by the App; and
 - 2.1.2. maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
- 2.2. If the Customer provides any information that is untrue, inaccurate, not current or incomplete, or JT is of the view that such information is untrue, inaccurate, not current or incomplete, JT has the right, at its sole discretion, to suspend or terminate the Contract and to refuse any and all current or future use of an App by the Customer.

3. USER CONDUCT

- 3.1. The Customer **shall not**:
 - 3.1.1. cause or allow another to cause Material to be copied, reproduced, republished, posted, broadcast or transmitted in any way except for the Customer's own private, non-commercial or internal business use, unless the Customer obtains the prior written permission of JT;
 - 3.1.2. adapt, alter or create a derivative work from any of the Material or cause the same to be so dealt with or use or cause it to be used for any other purpose other than for the personal non-commercial use of the Customer;
 - 3.1.3. use any of the Material to check, confirm, amend or update the Customer's databases, records, directories, customer lists, mailing or prospecting lists or somebody else's databases, records, directories, customer lists, mailing or prospecting lists;
 - 3.1.4. attempt to gain unauthorised access to an App or any networks, servers or computer systems connected to an App; and
 - 3.1.5. modify, adapt, translate or reverse engineer any part of an App.
- 3.2. The Customer **shall** use an App only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the App by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content.

4. USERNAME, PASSWORD AND SECURITY

The Customer is responsible for maintaining the confidentiality of any username and password entered as Registration Data or allocated by JT. The Customer is fully responsible for all activities that occur under its username and will immediately notify JT of any unauthorised use of its username or any other breach of security.

5. DATA PROTECTION AND PRIVACY POLICY

- 5.1. For the purposes of complying with the Data Protection (Jersey) Law 2018 and the Data Protection (Bailiwick of 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.
- 5.2. 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.

6. SUSPENSION / MODIFICATION OF APP

- 6.1. JT reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently an App with or without notice. JT shall not be liable to the Customer or to any third party for any modification, suspension or discontinuance.
- 6.2. JT reserves the right at any time to edit or remove any Material, in whole or in part, for any reason whatsoever in JT's sole discretion.

7. LINKS

An App may include links to other websites or resources. Except for content that JT itself publishes On-line, JT has no control over such websites and resources, is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials present or available from such websites or resources.

8. CHARGES

- 8.1. JT reserves the right to introduce Charges for downloading and/or using an App.
- 8.2. In the event that JT introduces Charges for the download or use of an App, details of such Charges will be published On-line.
- 8.3. In the event that the Customer uses a Service that incurs a Charge, JT will remind the Customer that a Charge will be incurred prior to carrying out the transaction to which that Charge applies.
- 8.4. Notwithstanding the provisions of this clause 8, the Customer's network operator may charge the Customer for using their systems or telephony network to access an App or associated Service and the Customer accepts all responsibility for any connection charges that arise while accessing an App or any other charges made by a third party.

9. WARRANTIES & WARNINGS

- 9.1. JT does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any Material or endorse any opinions expressed in the Material. The Customer acknowledges that any reliance on Material will be at the Customer's own risk.

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- 9.2. The information, names, images, pictures, logos and icons regarding or relating to JT, its products and services (or to third party products and services), is provided on an App "as is" and on an "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 9.3. JT does not warrant that the functions of an App will be uninterrupted or error free, that defects will be corrected, or that any information on the website from which an App is downloaded represents the full functionality, accuracy, and reliability of the materials. The names, images and logos identifying JT or third parties and their products and services are proprietary marks of JT and/or third parties. Nothing contained herein shall be construed as conferring by implication, an estoppel or otherwise any licence or right under any trademark or patent of JT or any other third party.
- 9.4. An App and/or any Material that the Customer downloads or obtains is undertaken at the Customer's own discretion and risk and the Customer will be solely responsible for any damage to any Equipment or loss of data that results from the download of any such App and/or material.
- 9.5. JT does not warrant that an App will operate in an error-free manner or that an App is free of computer viruses or any other harmful items. If the Customer's use of an App or the Material results in the need for servicing or replacing Equipment or data, JT is not responsible for any such costs or loss.
- 9.6. The Customer acknowledges and accepts that any location data provided by an App is for basic navigational purposes only. The Customer agrees that any location data is not intended to be relied upon in such situation where accurate information about a location is needed. Where an App delivers directions and/or a route to a given address the Customer accepts that such directions and/or routing data is provided by JT on an "as is" basis. JT does not warrant that an App will provide the Customer with the most convenient, accurate, shortest or quickest route and JT shall not be liable to the Customer or to any other person for any damages, losses or claims arising out of or in connection with the Customer's use of the location data or routing data.
- 9.7. The Customer acknowledges and accepts that Apps shall only be available to download from third party online digital media vendors and that JT does not accept any responsibility whatsoever for the availability for download of any App from such vendors or for any difficulty or inability to download any App from such vendors.
- 10. DISCLAIMER**
- 10.1. The following provisions set out JT's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) 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 an App. **The Customer's attention is in particular drawn to these provisions.**
- 10.2. JT does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 10.3. Unless otherwise expressly agreed in writing by the parties (in a service level agreement or otherwise), 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 an App except as provided in clause 10.2 above. Whilst JT will use its reasonable endeavours to maintain the quality of an App and to ensure that the same is available at all times it makes no representation or warranty in relation thereto.
- 10.4. Without prejudice to the generality of clauses 10.2 or 10.3, JT shall not be liable to the Customer or to any other person for:
- 10.4.1. any defect in, poor quality of, unavailability, interruption or discontinuance of an App or any website or email address (and without prejudice to the generality of the foregoing and clause 10.2, JT shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);
- 10.4.2. 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 the care, custody or control of JT) whether direct, indirect, foreseeable or unforeseeable;
- 10.4.3. any use of an App 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.
- 10.5. 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 an App or otherwise and any such insurance cover shall be the responsibility of the Customer.
- 10.6. If any exclusion or limitation of liability contained in this clause is invalid and/or 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 £100.
- 10.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 10.8. The Customer agrees to indemnify JT and hold JT 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 JT by any third party located in any jurisdiction arising from any use of an App provided to the Customer (by either the Customer or any other party) constituting any unlawful act or otherwise giving rise to any liability. The Customer shall immediately notify JT in writing of any such claims of which it becomes aware. The Customer further agrees to offer all reasonable assistance to JT in defending such claims at the sole expense of the Customer.
- 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 or upon which JT relies in order to provide any part of a Service) and national and/or civil emergencies.
- 12. ASSIGNMENT**
- 12.1. The Customer may not assign the Contract.
- 12.2. JT reserves the right to assign all or part of its obligations hereunder to any person and/or to sub-contract any of its obligations hereunder upon giving 28 days' notice to the Customer.
- 13. ENTIRE AGREEMENT**
- The Conditions supersede all prior oral or written communications regarding an App and contain the whole agreement between the parties relating to an App, unless specifically otherwise agreed in writing.
- 14. NOTICE**
- 14.1. Notices of changes to these Conditions will be posted On-line.
- 14.2. If the Customer becomes aware of any violation by any person of these Conditions, the Customer must notify JT by sending notification via www.jtglobal.com/contact or send written notification to either JT, PO Box 53, 1 The Forum, Grenville Street, St Helier, Jersey, JE4 8PB or JT, 24 High Street, St Peter Port, Guernsey GY1 2JU as applicable providing details of the violation.
- 15. TERMINATION**
- JT, in its sole discretion, may terminate the Contract for any reason, including, without limitation, lack of use of an App or breach of the Conditions or where JT in its sole discretion thinks fit so to do. Any termination of the Customer's access to an App may be effected without prior notice, and the Customer acknowledges and agrees that JT may immediately deactivate or delete the App. Further, JT shall not be liable to the Customer or any third party for any termination of the Customer's access to an App.
- 16. 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.
- 17. GOVERNING LAW**
- 17.1. 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 Customer hereby submits to the exclusive jurisdiction of the Royal Court of Jersey.
- 17.2. 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 Customer hereby submits to the exclusive jurisdiction of the Royal Court of Guernsey.