

JT

BUSINESS CONTINUITY SERVICES

TERMS AND CONDITIONS

These terms and conditions are important and should be read carefully. If you have any queries regarding the terms and conditions please telephone 01534 882882 in Jersey or 01481 818152 in Guernsey or contact JT via www.jtglobal.com.

1. DEFINITIONS

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

- 1.1. "Accessways" means the roads, paths, entrance halls, lifts and staircases of the Premises used to go to, and from, the Office Suite, the Shared Facilities and the car park as JT may designate from time to time, at its sole discretion, on prior notice to the Customer.
- 1.2. "Activate" or "Activated" or "Activation" means the commencement and/or implementation of the business continuity plan as described in the Product Description on or after the occurrence of an Activation Event.
- 1.3. "Activation Event" means an unforeseen event or occurrence that renders unavailable, or prevents the Customer and its directors, officers and office staff from being able to use, its usual office premises situated in the Channel Islands as detailed in the Application Form in connection with the Customer's usual business activities and arises or results from any cause beyond the Customer's control including an act of God, 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.
- 1.4. "Application Form" means the completed application or quotation or proposal form for the Service as signed by the Customer and submitted to JT.
- 1.5. "Conditions" means these terms and conditions, the Application Form and Product Description and any variations thereto.
- 1.6. "Contract" means the agreement made between the Customer and JT for the provision of a Service which agreement is governed by the Conditions.
- 1.7. "Customer" means the person or persons named in the Application Form.
- 1.8. "Customer Equipment" means any apparatus provided and used by the Customer to connect to or make use of a Service which is approved by JT.
- 1.9. "Customer's Staff" means the directors, officers and / or employees from time to time of the Customer permitted by JT to use the Office Suite on Activation.
- 1.10. "GST" means Goods and Services Tax charged in the Bailiwick of Jersey, where applicable, by JT to the Customer in addition to the cost of Services supplied, pursuant to the Goods and Services Tax (Jersey) Law 2007 and/or the Goods and Services Tax (Jersey) Regulations 2007
- 1.11. "JT" means JT (Jersey) Limited, registered number 83487, having its principal place of business at 1 The Forum, Grenville St., St Helier, Jersey, JE4 8PB and/or JT (Guernsey) Limited, registered number 39971, having its principal place of business at 24 High Street, St Peter Port, Guernsey GY1 2JU as applicable, and their successors or assigns as notified to the Customer from time to time.
- 1.12. "JT Equipment" means all office furniture, equipment and other property provided from time to time by JT as part of a Service.
- 1.13. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.14. "Minimum Contract Period" means a period of twenty four (24) months from the commencement of the Contract or, such other period as may be stated in the Application Form.
- 1.15. "Office Suite" means the shared or dedicated office suite situated within the Premises as JT may designate from time to time, in its sole discretion, on prior notice to the Customer.
- 1.16. "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 to the customer from time to time.
- 1.17. "Premises" means those premises or locations as JT may designate from time to time, in its sole discretion, at which a Service is to be provided under the Contract.
- 1.18. "Product Description" means the description and any technical specification of a 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.
- 1.19. "Service" means the provision by JT of dedicated or shared business continuity service (as selected by the Customer in the

Application Form) or any other service selected by the Customer in the Application Form, where these Conditions are stated to apply.

- 1.20. "Service Charges" means the sums, including GST where applicable, charged to the Customer by JT for the provision and use of a Service.
 - 1.21. "Shared Facilities" means the kitchen and toilet facilities situated within the Premises to be shared and used with JT, its officers, employees and agents and other users of the Premises, as JT may designate from time to time, at its sole discretion, on prior notice 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 15.1 and 15.2 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 15.3 below.
 - 2.3. Save where termination is notified by the Customer to JT under clause 15.2 below, if (a) the Customer terminates the Contract during the Minimum Contract Period; or (b) pursuant to clause 5 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 15 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 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 15 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 and / or in writing to the Customer 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. Except where stated in the Application Form and / or Product Description, the Service does not include the provision of any telephone lines that will be used by the Customer to make and/or receive calls once a Service is Activated or otherwise.
 - 4.2. JT reserves the right to vary the technical specification of a Service at any time.
 - 4.3. JT will deliver a Service using the most appropriate method, medium or technologies as decided by JT at its sole discretion.
 - 4.4. JT reserves the right without penalty to alter the Customer's telephone numbers provided by JT or any other names, addresses, codes, numbers or security passes allocated from time to time by JT for use in connection with a Service and all and any such addresses, names, codes, numbers or security passes shall remain the property of JT.
 - 4.5. 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.
 - 4.6. JT reserves the right to disclose the name, telephone and / or facsimile numbers and / or e-mail addresses 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.
 - 4.7. The Customer acknowledges that JT is unable to exercise control over the content of data made available to, accessed by,

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transmitted by, or published by the Customer and undertakes to use a Service only for lawful purposes.

4.8. A Service will only be deemed Activated by JT if the process for Activation by the Customer described in the Product Description is executed correctly.

5. SUSPENSION OF A SERVICE

5.1. JT may (without prejudice to any other right or remedy) suspend, limit or cancel a Service to the Customer without penalty:

- 5.1.1. with immediate effect 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 (including, but not limited to, the unavailability of shared office suites at the Premises at the time of any Activation as a result of customer demand) provided that JT will use its reasonable endeavours to procure resumption or provision of a Service as soon as reasonably practical; or
- 5.1.2. having provided 24 hours' notice in the case of shared office suites or 5 days' notice in the case of dedicated office suites to the Customer if the Customer fails to observe or perform the Conditions. The Customer shall remain liable for all charges due hereunder throughout any period of suspension so caused unless JT at its sole discretion determines otherwise;
- 5.1.3. with immediate effect if JT has reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or
- 5.1.4. 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. CHARGES AND PAYMENT

- 6.1. The Service Charges shall comprise (i) any connection or set-up charge for the Service (whether initial or after suspension, limitation or cancellation), (ii) charges for making the Service available (whether or not used) to the Customer (payable in advance), which includes the cost of two tests per annum of the Customer's business continuity plan (during normal business hours and each not exceeding 48 hours in duration) and (iii) usage charges for any period of occupation of any Office Suite following Activation (payable in arrears, where applicable), where such charges for the Services will depend on the relevant service options selected in the Application Form.
- 6.2. The Service Charges do not include any charges for telephone calls, call forwarding, internet use, printer, photocopier and fax consumables, office paper and stationery, cleaning, catering, water, electricity, heating and any other consumables and resources provided or used in connection with or ancillary to the Services which shall be billed to the Customer in addition to a Service Charge when a Service is Activated.
- 6.3. In addition to charging GST in the Bailiwick of Jersey in respect of the supply of Services, JT will, where applicable, charge the Customer GST in respect of the supply of other goods and/or services under this Contract and the Customer will pay that amount in addition to the charges for those other goods and/or services.
- 6.4. Where more than one person is named as a Customer liability for the Service Charges and/or any additional sums relating to a Service shall be joint and several.
- 6.5. Where the Customer requests work to be carried out which is not included in or covered by the Service Charges, JT may charge additional sums. JT will, for example, make extra charges where:
 - 6.5.1. it responds to a fault report and no fault is found to exist;
 - 6.5.2. repair of a defect or fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract;
 - 6.5.3. it corrects any defect or fault caused by the Customer or anyone using a Service;
 - 6.5.4. it performs any task requested by the Customer outside JT's normal or contracted hours of business.
- 6.6. Service Charges and/or any additional sums are payable in full on demand 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).

- 6.7. 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.
- 6.8. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
 - 6.8.1. make searches about the Customer at credit reference agencies and elsewhere to verify the Customer's identity and help JT to decide whether to accept the Customer's application for a Service and/or to continue to provide a Service to the Customer;
 - 6.8.2. 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;
 - 6.8.3. 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
 - 6.8.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

7. OBLIGATIONS OF THE CUSTOMER

- 7.1. The Customer shall:
 - 7.1.1. 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 and any instructions provided by JT and shall only use a Service for the purpose for which it was designed;
 - 7.1.2. comply with JT's reasonable requests for assistance in order to diagnose existing or potential defects or faults;
 - 7.1.3. use Customer Equipment and JT Equipment in accordance with the manufacturer's and / or JT's recommendations;
 - 7.1.4. not damage or mis-use any JT Equipment;
 - 7.1.5. keep any login code and / or password assigned, and / or any security passes provided, by JT or otherwise for use of a Service secure and not disclose or give the same to any unauthorised person;
 - 7.1.6. immediately notify JT should the Customer know or suspect that:
 - (a) a login code, password and / or security pass has been obtained by any unauthorised person;
 - (b) unauthorised access to Customer Equipment and/or any JT Equipment, either physical or otherwise is being or has been made;
 - 7.1.7. be responsible, at all times, for ensuring that all the Customer's data, information and documents relating to or concerning its business are properly and adequately backed-up, stored and saved from time to time to facilitate a smooth Activation;
 - 7.1.8. be responsible for all and any charges of any nature that may be incurred by JT as a result of any use, authorised or not, of the login code, password and / or security pass by the Customer, its employees, agents or subcontractors;
 - 7.1.9. take all appropriate measures to safeguard the security of data sent by means of any communications provided as part of a Service;
 - 7.1.10. promptly advise JT in writing of any change of billing address, contact names, addresses or contact numbers;
 - 7.1.11. service and / or maintain the Customer Equipment in accordance with the manufacturer's and / or JT's recommendations; and
 - 7.1.12. be responsible for all damage or loss caused by the Customer, its employees, agents or subcontractors to JT or third parties by misuse of, misoperation of, or fault or failure with a Service or the Customer Equipment or any JT Equipment as part of a Service whether consequential, direct, indirect, foreseeable or unforeseeable other than due to the negligent acts or omissions of JT its employees, agents and / or subcontractors and, at its own cost, to insure all Customer 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

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interruption until the removal of such Customer Equipment from the Premises.

7.2. The Customer **shall not** by themselves or otherwise:

- 7.2.1. use any communications of any kind provided as part of a Service in breach of any terms of any licence applicable to the Customer;
- 7.2.2. use communications of any kind provided as part of a Service for purposes or to send, transmit, publish, display, advertise, make available or knowingly access material, information, messages or communications which infringe/s copyright or any other intellectual property right held in any country, are/is 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;
- 7.2.3. use the Premises for storage of equipment or materials other than where necessary for use of a Service; or
- 7.2.4. use communications of any kind provided as part of 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.

8. USE OF THE OFFICE SUITE

- 8.1. JT permits the Customer and the Customer's Staff to use the Office Suite, the Accessways, the Shared Facilities and the car park serving the Premises for a single period of two weeks (or, such longer period as may be agreed with JT or set out in the Product Description) in any calendar year from the date of Activation provided that the Customer complies, and ensures that the Customer's Staff comply, at all times with all the Customer's obligations in this Contract and, in particular, with the provisions of Clause 8.2.
- 8.2. The Customer **shall**:
 - 8.2.1. not bring any equipment, materials or other property belonging to the Customer or the Customer's Staff into the Office Suite or onto other part(s) of the Premises without the prior written consent of JT other than where necessary for the proper use of the Service;
 - 8.2.2. keep the Office Suite clean and tidy during any period of occupation;
 - 8.2.3. leave the Office Suite clean and tidy and remove all the Customer's and the Customer's Staffs' equipment, materials and other property at the end of any period of occupation;
 - 8.2.4. use the Office Suite, Accessways, Shared Facilities and any car parking spaces only for the normal purpose for which they are intended to be used and during the hours as may be specified by JT in the Product Description or otherwise as agreed with the Customer from time to time;
 - 8.2.5. not obstruct or make untidy any Shared Facilities, Accessways, car parking areas or other part(s) of the Premises;
 - 8.2.6. not display any signs or notices at or in the Office Suite, any car parking spaces or any other part(s) of the Premises without the prior written consent of JT;
 - 8.2.7. not do, or allow anyone else acting on behalf of the Customer to do anything that will or might:
 - (a) cause any nuisance, disturbance or interference to JT, its employees, agents or other customers in its use of the Premises, or to other owners or users in its use of any neighbouring property;
 - (b) constitute a breach of any statutory or legal requirement or any obligation of JT affecting all or any part of the Premises;
 - (c) affect the whole or part of any insurance arranged by JT in respect of the Premises from time to time; and
 - 8.2.8. comply, and ensure the Customer's Staff complies, with any rules and regulations made by JT from time to time governing the use of the Office Space, any car parking spaces, the Accessways, the Shared Facilities and other part(s) of the Premises.
- 8.3. The Customer and JT acknowledge that the occupation of the Office Suite by the Customer will be as a licensee and on a non-exclusive possession basis and JT reserves the right, at its sole discretion, to move the Customer at any time from the Office Suite to any other part of the Premises on giving reasonable prior notice to the Customer.

- 8.4. The Customer shall immediately vacate the Office Suite and the licence to occupy granted under this Clause 8 shall end:
 - 8.4.1. on one (1) day's notice being given by JT at any time following any material failure by the Customer to comply with the Conditions of the Contract or the conditions of any other agreement or contract made between the Customer and JT;
 - 8.4.2. automatically at the end of any period of two weeks from Activation or, if a longer period has been agreed with JT, at the end of any agreed period of occupation.

9. HEALTH AND SAFETY

- 9.1. The Customer, its agents, employees, contractors or invitees shall not enter the Premises unless familiar with the applicable parts of the current JT's health and safety policy as notified to the Customer and have complied with any requirements imposed by JT prior to entry.
- 9.2. The Customer shall take all reasonable and proper precautions to protect the health and safety of JT personnel while at the Premises provided with a Service.
- 9.3. JT shall take all reasonable and proper precautions to protect the health and safety of the Customer's personnel while at the Premises provided with a Service.
- 9.4. The Customer shall take all necessary steps to brief all persons at the Premises about JT's health and safety policy and shall take proper and sufficient care in training personnel in the use of the Premises and a Service where such use by the Customer its agents, employees, contractors or invitees is necessary.

10. ASSIGNMENT

- 10.1. The Customer may not assign the Contract without the consent of JT, such consent not to be unreasonably withheld.
- 10.2. 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.

11. EXCLUSION AND LIMITATION OF LIABILITY

- 11.1. 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 a Service. **The Customer's attention is in particular drawn to these provisions.**
- 11.2. JT does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 11.3. 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 a Service except as provided in clause 11.2 above. Whilst JT will use its reasonable endeavours to maintain the quality of a Service and to ensure that a Service is available at all times it makes no representation or warranty in relation thereto.
- 11.4. Without prejudice to the generality of clause 11.2 or 11.3, JT shall not be liable to the Customer or to any other person for:
 - 11.4.1. any defect in, poor quality of, unavailability, interruption or discontinuance of a Service or any website or e-mail address (and without prejudice to the generality of the foregoing and clause 11.2, JT shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);
 - 11.4.2. 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;
 - 11.4.3. any use of a Service by or activities of the Customer, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any domain name) infringe obscenity laws, constitute threats, are in any way defamatory or are illegal or give rise to any liability in any way.
- 11.5. JT is not responsible for maintaining any insurance cover of any nature to cover any loss by the Customer or any other party arising from the provision or unavailability of a Service or otherwise and any such insurance cover shall be the responsibility of the Customer.
- 11.6. If any exclusion or limitation of liability contained in this clause is invalid and JT becomes liable for any loss or damage, the

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Customer (acknowledging that JT is not able to evaluate any potential loss to the Customer) agrees that JT's liability for any one event or series of events shall in any event be limited to the Service Charges payable by the Customer for the Minimum Contract Period.

- 11.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 11.8. 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 misuse of a Service by the Customer 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.

12. 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 provided that JT has used all reasonable endeavours to procure the uninterrupted provision of that Service) and national and / or civil emergencies.

13. 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.

14. NOTICES

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. JT's address for correspondence in the Bailiwick of Guernsey shall be 24 High Street, St Peter Port, Guernsey GY1 2JU.

15. TERMINATION

- 15.1. The Contract may be terminated immediately by JT without penalty to itself if the Customer;
- 15.1.1. fails to satisfy JT with regard to any credit check undertaken in respect of the Customer;
- 15.1.2. fails to pay when due any sum payable under the Contract or any other agreement or contract made between the Customer and JT;
- 15.1.3. becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 (as amended) or otherwise commits any act indicative of insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Jersey or elsewhere;
- 15.1.4. 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;
- 15.1.5. 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;
- 15.1.6. uses a Service in a manner which is unsafe or which has not been approved by JT;
- 15.1.7. uses a Service fraudulently or in connection with a criminal offence;
- 15.1.8. 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;
- 15.1.9. 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;
- 15.1.10. 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;
- 15.1.11. connects equipment other than equipment approved by JT to a Service.
- 15.2. The Contract may be terminated by the Customer if:
- 15.2.1. in the Customer's reasonable determination 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;
- 15.2.2. 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;
- 15.2.3. 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.
- 15.3. Subject to clauses 2.2, 15.1 and 15.2 either party may terminate the Contract provided always that the party wishing to terminate the contract gives to the other party written notice of its intention to do so; in the case of the Customer of at least one calendar month and in the case of JT at least six calendar months prior to the effective date of the purported termination of the Contract 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.

16. SEVERANCE

- 16.1. 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 parties hereby submit 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 parties hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.

18. DATA PROTECTION

- 18.1. 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.
- 18.2. 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 as applicable, details of which policies are included in the relevant Consumer Code of Practice which can be found On-line at www.itglobal.com.
- 18.3. 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.