

JT EXCHANGE LINE SERVICE

TERMS AND CONDITIONS

These terms and conditions are important and should be read carefully. If you have any queries regarding these 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. "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. "Application Form" means the completed application form for a Service as signed by the Customer and submitted to JT.
- 1.3. "Call" means the sending and/or receiving of a signal (electromagnetic or otherwise) over the Telephone Line.
- 1.4. "Conditions" means these terms and conditions, the Application Form and Product Description and any amendment, variation or addition thereto.
- 1.5. "Contract" means the agreement made between the Customer and JT for the provision of a Service which agreement is governed by the Conditions.
- 1.6. "Customer" means the person or persons named in the Application Form.
- 1.7. "Customer Equipment" means any apparatus used by the Customer to connect to or make use of a Service.
- 1.8. "Directory" means any listing of names and related postal addresses, telephone numbers and/or email addresses as compiled by JT and deliverable in paper copy, On-line, via App or on or by other media.
- 1.9. "Directory Enquiries" means any service accessible by the public whereby the telephone number of the Customer can be obtained by the giving of a name and/or address and/or email address.
- 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. "ISDN" means the Integrated Services Digital Network.
- 1.12. "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.
- 1.13. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.14. "Minimum Contract Period" means:
 - 1.14.1. a period of twelve months from the commencement of the Contract; or
 - 1.14.2. any remaining minimum contract period relating to a Service in the case where the Customer has taken over a Service, without break or without alteration of that Service by JT, from another customer.
- 1.15. "NTP" means the Network Terminating Point(s), which is/are supplied, installed, maintained and owned by JT to enable the termination of any cables which are used to deliver a Service to the Premises.
- 1.16. "NTU" means the master Network Terminating Unit which is supplied, installed and maintained and owned by JT and connected to the NTP to allow connection of Customer Equipment to a Service.
- 1.17. "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.
- 1.18. "On-line" means accessible over the world wide web ("the Internet") at JT's site at www.jtglobal.com or such other site as may be notified from time to time.
- 1.19. "PIN" means Personal Identification Number.
- 1.20. "Premises" means those premises or locations at which a Service is to be provided under the Contract.
- 1.21. "Product Description" means the description and any technical specification of a Service, together with any applicable Service Level Agreement, as available from JT's offices or On-line or as provided to the Customer.
- 1.22. "PSTN" means the Public Switched Telecommunications Network.
- 1.23. "Publish" or "Publishing" means the provision by JT of a notice to Customers by JT displaying and/or making that notice available at JT's office(s) in Jersey and/or Guernsey as applicable and/or On-line.
- 1.24. "Reasonable Use Policy" means any policy relating to the expected use of a Service by the Customer as available from JT's offices or On-line or as provided to the Customer.
- 1.25. "Relevant Subscriber" means a Customer (a) whose Contract with JT has a Minimum Contract Period of not less than two (2) months and that Minimum Contract Period has not expired, and (b) who is either: (i) an individual customer resident in the Channel Islands; or (ii) a business located in the Channel Islands with fewer than ten employees.
- 1.26. "Service" means the provision by JT to the Customer of a Telephone Line or lines and / or Telecommunications Apparatus enabling the Customer to connect to the PSTN and / or ISDN and any associated basic Directory listing or any other service selected by the Customer to be supplied by JT where these Conditions are stated to apply.
- 1.27. "Service Charges" means the sums, including GST where applicable, charged to the Customer by JT for the provision and use of a Service.
- 1.28. "Service Level Agreement" means a service level agreement made between JT and its Customers together with any schedule(s) and/or any Customer-specific service level agreement, relating to the level or type of support and customer service that JT agrees to provide to its Customers or a particular Customer (as applicable) for the relevant service(s) provided or equipment supplied to Customer(s), the terms of which together with any amendments, variations or additions thereto, are published from time to time and available On-line or at JT's office(s) in Jersey and/or Guernsey as applicable.
- 1.29. "Telecommunications Apparatus" means any joint box, 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.
- 1.30. "Telephone Line" means the connection between the telephone exchange forming part of the PSTN / ISDN provided by JT and the NTP or ONT as appropriate.
- 1.31. "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.

2. COMMENCEMENT AND DURATION

- 2.1. Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect and shall be deemed to apply when the Application Form has been received and accepted by JT or, where a request for a Service is made by the Customer to JT by telephone, the date when the order is made and accepted by JT or, in any other case, the date a Service is provided to the Customer.
- 2.2. Subject to the provisions of clauses 15.1, 15.2 and 15.3 below, 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 15.4 below.
- 2.3. Save where termination is notified by the Customer to JT under clause 15.2 or 15.3 below, if (a) the Customer terminates the Contract during the Minimum Contract Period; or (b) pursuant to clause 7 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 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 15 below.

3. VARIATION

- 3.1. JT may from time to time amend, vary or add to 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 amendment, variation or addition is to take effect, Publish notice of such variation.
- 3.2. Subject to clause 3.5 below, JT may amend, vary or add to all or any of the Service Charges by Publishing any such variation in a schedule of tariffs, such amendment, variation or addition to have immediate effect unless stipulated otherwise.
- 3.3. JT may increase any or all of the Service Charges by Publishing any such variation in a schedule of tariffs where the increase is directly referable to the introduction of, or increase in, any direct tax or other government duty or levy of whatever description. Such variation shall have immediate effect as of the date of the publication of the variation or on such later date that may be specified in the notice.
- 3.4. JT may apply an annual increase to the Service Charges paid by the Customer under a Contract equal to the annual percentage increase (if any) in the All Items Retail Prices Index (RPI) in Jersey or the "all items" RPI in Guernsey (as applicable) published in the September immediately preceding the increase in Service Charges.
- 3.5. JT shall give a Relevant Subscriber not less than two calendar months' notice of any increase in the Service Charges (other than an increase made pursuant to clause 3.3 or 3.4) applicable to that Relevant Subscriber's Contract by Publishing any such variation in a

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schedule of tariffs, such variation to have effect on the date specified in the notice.

- 3.6. Except as otherwise stated, any variations to the Contract may be made in writing by JT and signed by a duly authorised officer of the same.
- 3.7. Save as herein expressly provided no servant or agent of JT shall have the authority to agree any amendment, 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 by JT as part of a Service then JT Equipment Rental Terms and Conditions will apply to 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 amend, vary or add to 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 as appropriate.
- 4.7. JT is not responsible for the provision and/or maintenance of extension wiring and/or additional socket outlets. Such extension wiring and/or socket outlets where provided must conform to the relevant standards required by JT and must only be connected to a Service via the NTU or ONT as appropriate.
- 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. JT reserves the right without penalty, to alter the names, codes or numbers allocated from time to time by JT for use in connection with a Service and all and any such names, codes or numbers remain the property of JT.
- 4.10. JT does not guarantee that a Service will enable the Customer to make a Call to all destinations available on the PSTN and ISDN or that a Call can be made to the access numbers associated with a Service from all points of access to the PSTN and ISDN.
- 4.11. JT does not guarantee that all facilities accessible via the PSTN and ISDN will be available to the Customer.
- 4.12. The whole of the Telecommunications Apparatus shall remain the property of JT and shall solely and exclusively be maintained, replaced and/or moved by JT.
- 4.13. Where by reason of a fault with the PSTN, ISDN 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 in accordance with the appropriate Service Level Agreement 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.
- 4.14. 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.
- 4.15. 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 or, where an order for a Service is made by the Customer to JT by telephone, any of the person(s) named as a prospective Customer when the order for a Service was communicated to JT.
- 4.16. JT reserves the right to disclose the name, address, telephone and/or facsimile numbers and/or email 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.
- 4.17. 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 a Service or additional services to the Customer in conjunction with or related to a Service and/or

terminate the provision of a Service or any such 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 or a person authorised to act on behalf of the Customer and will be entitled to accept confirmation during the course of the telephone instructions that the person giving the instructions is in fact the Customer or is authorised to act on behalf of, and to bind, the proposed Customer(s) without being required to carry out any further investigations or make any further enquiries.
- 5.3. The Customer acknowledges and accepts that it is responsible for ensuring that all information provided to JT by the Customer when ordering a Service or any relevant additional services by telephone is accurate, complete and not misleading in any way whatsoever and JT shall be entitled to accept that such information is accurate, complete and not misleading.
- 5.4. Except as provided in clause 11.2 and without prejudice to the generality of clause 11.3, JT accepts no liability whatsoever and howsoever arising in respect of a Service or any other additional services provided or terminated or any action taken or not taken in reliance of telephone instructions received by JT and the Customer shall be responsible for all and any sums payable under these Conditions.

6. CUSTOMER DETAILS AND DATA PROTECTION

- 6.1. The Customer may, by notifying JT in writing either on the Application Form or to JT's office in Jersey or Guernsey as applicable, ask JT not to list the Customer. Where the Customer is "Not Listed" JT shall not publish the Customer name, corresponding postal address, telephone number(s) or email address in the Directory, On-line (including, but not limited to the Internet), in an App or to make the same available to third parties for related services or through Directory Enquiries or where the Customer was previously "Listed" shall remove the reference as soon as reasonably practicable.
- 6.2. Unless notified in accordance with clause 6.1 above, the Customer will be "Listed" and JT will publish the Customer name, corresponding postal address, telephone number(s) and email address in the Directory, On-line (including, but not limited to the Internet) and/or in an App, and make the same available to third parties for related services or through Directory Enquiries.
- 6.3. Where the Customer requests JT to provide Directory entries or advertising services in connection with a Service which are not a basic Directory listing, for example, but not limited to, bold or superbold text entries or classified advertising entries, such additional Directory entries or advertising services shall be provided under JT's Advertising and Listing Terms and Conditions as published On-line from time to time.
- 6.4. By accepting these Conditions the Customer agrees to allow JT, in accordance with the relevant Data Protection legislation, to arrange for and/or to send to the Customer advertising and promotional material relating to other JT services or products or third party products or services as chosen by JT.
- 6.5. The Customer may withdraw such permission as given above in clause 6.4 by notifying JT in writing either on the Application Form or to JT's office in Jersey or Guernsey as applicable.
- 6.6. Save as stated in clause 4 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.
- 6.7. 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.jtglobal.com.
- 6.8. 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.

7. SUSPENSION OF A SERVICE

- 7.1. 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:
 - 7.1.1. 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; or
 - 7.1.2. if the Customer fails to observe or perform the Conditions;

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- 7.1.3. if JT has reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or
- 7.1.4. 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.
- 7.2. Notwithstanding any suspension, limitation or cancellation 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.
- 8. CHARGES AND PAYMENT**
- 8.1. 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 and charges for Calls.
- 8.2. In addition to charging GST where applicable 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.
- 8.3. 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.
- 8.4. Where the Customer requests additional services to be used in conjunction with a Service JT may charge additional sums. Such services include, but are not limited to: Operator Services, Full Call Itemisation, Direct Dial In and additional Jersey Telephone Directory entries.
- 8.5. Where the Customer requests work to be carried out which is not included in a Service Charge JT may charge additional sums. JT will, for example, make extra charges where:
- 8.5.1. it installs additional wiring at the Customer's premises other than that required to provide a Service;
- 8.5.2. 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;
- 8.5.3. it repairs any Customer Equipment where such repair is not covered by any other agreement between JT and the Customer;
- 8.5.4. it responds to a fault report and no fault is found to exist;
- 8.5.5. repair of a fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract;
- 8.5.6. it corrects any defect or fault caused by the Customer or anyone using a Service; or
- 8.5.7. it repairs Telecommunications Apparatus located at the Premises that is damaged other than by JT, its employees or agents.
- 8.6. 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).
- 8.7. JT reserves the right to request the payment of a surety deposit from the Customer, such surety deposit to be used by JT in the event that the Service Charges are not paid by the customer pursuant to 8.5. JT will repay any such surety deposit to the Customer when the Customer has established a satisfactory payment history for a Service at JT's sole determination or when a Service is terminated and all Service Charges are fully paid by the Customer.
- 8.8. JT reserves the right to charge an administration fee in addition to the Service Charges where: (i) the Customer chooses to receive a paper copy of a bill; and/or (ii) the Customer pays the Service Charges in a bill by any payment method other than by Direct Debit.
- 8.9. 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.
- 8.10. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
- 8.10.1. 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;
- 8.10.2. 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;
- 8.10.3. 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
- 8.10.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.
- 9. OBLIGATIONS OF THE CUSTOMER**
- 9.1. The Customer shall:
- 9.1.1. 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 applicable Reasonable Use Policy and/or any other instructions provided by JT and shall only use a Service for the purpose for which it was designed;
- 9.1.2. insure, at its own cost, all Telecommunications Apparatus located at the Premises;
- 9.1.3. enter into an appropriate contract with any other telecommunications provider that provides part or parts of a Service;
- 9.1.4. comply with JT's reasonable requests for assistance in order to diagnose existing or potential faults;
- 9.1.5. allow JT full and convenient access to the Telecommunications Apparatus, NTU or ONT and associated wiring at all reasonable times in order to rectify any fault with a Service as reported to it by the Customer, or to carry out any and all necessary work(s) in relation to the Service(s);
- 9.1.6. 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 connected to a Service to ensure that it is Type Approved Equipment and that it conforms with necessary standards, codes or licensing requirements;
- 9.1.7. use Customer Equipment in accordance with the manufacturer's and/or JT's recommendations;
- 9.1.8. 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;
- 9.1.9. 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 a Service and/or Customer Equipment, either physical or otherwise is being or has been made;
- 9.1.10. 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;
- 9.1.11. 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;
- 9.1.12. 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;
- 9.1.13. take all reasonable and proper precautions to protect the health and safety of JT's personnel while at the Premises;
- 9.1.14. take all appropriate measures to safeguard the security of data sent by means of a Service;
- 9.1.15. promptly advise JT in writing of any change of billing address, contact address or contact number;
- 9.1.16. provide suitable premises and conditions for the Telecommunications Apparatus in accordance with JT's instructions;
- 9.1.17. be responsible for any remedial and/or decorative works after installation of the Telecommunications Apparatus, NTU and/or ONT; or
- 9.1.18. 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.
- 9.2. The Customer shall not by themselves or otherwise:
- 9.2.1. tamper with, move, modify, or interfere with the Telecommunications Apparatus without the written consent of JT;
- 9.2.2. use a Service in breach of any terms of any licence applicable to the Customer;
- 9.2.3. sell, transfer or assign any of the telephone numbers associated with a Service to any other party without the prior written agreement of JT;
- 9.2.4. 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;

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- 9.2.5. 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;
- 9.2.6. 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.

10. ASSIGNMENT

- 10.1. The Customer may not assign the Contract without the prior written consent of JT.
- 10.2. JT reserves the right to assign all or part of the Contract to any person and/or to subcontract 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.

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 subcontractors) 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. Except to the extent provided in a Service Level Agreement or any other document or agreement and except as otherwise expressly agreed in writing by the parties, JT shall not be liable to the Customer or to any other person for any loss or damage whatsoever and 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 clauses 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 email 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; or
- 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 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 use of a Service 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.

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) and national and/or civil emergencies.

13. ENTIRE AGREEMENT

These 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 stated otherwise in these Conditions or 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 as communicated to JT when the request for a Service was made by telephone 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.
- 14.5.

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 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;
- 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, where capable of remedy, 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 Type Approved Equipment to a Service.
- 15.1.12. enters into a contract with another telecommunications provider for part of a Service and such contract is suspended or terminated.
- 15.2. The Contract may be terminated by the Customer if:
- 15.2.1. 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;
- 15.2.2. JT exercises its rights of variation of the technical specification of a Service such that performance of the same is materially

JT EXCHANGE LINE SERVICE

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degraded, such termination to be on 14 days written notice without further obligation; or

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. If JT notifies a Relevant Subscriber of an increase in the Service Charges pursuant to clause 3.5 the Relevant Subscriber may terminate its Contract immediately without penalty provided that the Relevant Subscriber gives JT written notice of its intention to terminate before the expiry of the two-calendar month notice period.

15.4. Subject to clauses 2.2, 15.1, 15.2 and 15.3 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

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.