

# JustConnect Terms & Conditions

These terms and conditions are important and should be read carefully. If there is anything you do not understand in the terms and conditions please contact us by telephone on 01534 882882 in Jersey or 01481 818152 in Guernsey, or via [www.jtglobal.com](http://www.jtglobal.com).

## 1 Definitions

In this contract the following terms shall have the following meanings unless expressly stated otherwise:

**"Access Charge(s)"** means any and all telephone call charges, line and/or equipment rental charges or charges for associated services required to access JustConnect;

**"Contract"** means these terms and conditions, the Service Description, Access Charge(s) and the Registration Form;

**"Customer"** means the person named in the Registration Form or any person whom JT reasonably believes to be acting with that person's authority or knowledge;

**"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.

**"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.

**"JT Group"** means any direct or indirect subsidiary for the time being of JT Group Limited.

**"JT Site"** means JT's website at [www.jtglobal.com](http://www.jtglobal.com).

**"JustConnect"** means the service comprising the provision of access to the World Wide Web and more particularly detailed in the Service Description;

**"Registration Form"** means the on-line registration form to apply for JustConnect that is accessed from the JT Site completed by the Customer;

**"Service Description"** means the description of JustConnect as published at the JT Site;

**"Software Materials"** means any software, documentation or other good, including media, made available by JT for the purpose of accessing JustConnect.

## 2 Effective Date

By submitting to JT a Registration Form the Customer agrees to be legally bound by the terms and conditions of this Contract with effect from the date of acceptance of the Registration Form by JT, which acceptance shall be communicated to the Customer by way of enabling for use the username and password selected by the Customer.

## 3 Variation

JT may from time to time vary these terms and conditions at which time a minimum period of 2 weeks' notice will apply by making copy of the same available at [www.jtglobal.com](http://www.jtglobal.com). Variation to this Contract may only be made in this manner.

## 4 Service

4.1 JT undertakes to allow the Customer access to JustConnect from the effective date. JT does not, pursuant to this Contract, undertake to provide any other services to the Customer and does not,

pursuant to this Contract, accept any responsibility for any computer, telephone or other equipment or telephone services used by the Customer to access JustConnect.

4.2 JT is not responsible for the content of any material made available and/or accessible by use of JustConnect.

4.3 JT reserves the right to disclose the name, telephone and/or facsimile numbers of the Customer to any person making any complaint or enquiry in relation to use of JustConnect.

4.4 JT will periodically review the Customer's usage of JustConnect and will delete the Customer's username and password if the Customer does not use JustConnect for a period exceeding 90 days.

## **5 Charges**

5.1 At present JT makes no charges for the provision of JustConnect. However, Access Charges necessary to connect to JustConnect will be charged directly by the Customer's telephone service provider (which may be JT). Should charges in respect of the provision of JustConnect be introduced, Customers will be given a minimum of 2 weeks' notice.

5.2 Any local taxes (indirect or otherwise, including VAT) chargeable in providing the Customer access to JustConnect shall be the sole responsibility of and shall be paid by the Customer.

## **6 Illegal use**

The Customer acknowledges that JT is unable to exercise control over the content of data made available, accessed, transmitted or published by the Customer and undertakes to use JustConnect only for lawful purposes in accordance with this Contract and undertakes not to access, transmit, publish, display, advertise or make available material which:

6.1 infringes copyright or any other intellectual property right held in any country;

6.2 is obscene, pornographic or otherwise offensive;

6.3 contains threats of any kind, is menacing or annoying or incites hatred, panic or anxiety;

6.4 is defamatory in any way;

6.5 breaches confidence; or

6.6 which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason.

## **7 Unauthorised use**

7.1 The Customer undertakes to keep the username and password assigned by JT to the Customer secure and not to divulge either of them, or any change to them, to any other person except members of the Customer's household or business.

7.2 The Customer undertakes to notify JT immediately should the Customer have any reason to believe that the username and/or password have been obtained by any person other than those referred to in this paragraph.

7.3 The Customer undertakes to be responsible for any charges, expenses or other liabilities of any nature that may be incurred by JT as a result of any authorised or unauthorised use of the login code and/or password.

7.4 The Customer may change the assigned password by contacting the JustConnect support centre to effect a change.

7.5 The Customer undertakes not to transfer or sub-lease JustConnect.

7.6 The Customer undertakes not to deal with the Software Materials in any manner which would or would be likely to infringe intellectual property rights in the same and to return the Software Materials to JT upon termination of this Contract for any reason.

7.7 The Customer undertakes not to use JustConnect, communications capacity or bandwidth for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to other computers or networks, spamming, flooding or other such broadcasts together with any other activity, including any transfer embedding manipulation or other dealing with respect to viruses, which may adversely affect JT or any other person.

## **8 Exclusion and Limitation of Liability**

8.1 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 JustConnect. The Customer's attention is in particular drawn to these provisions.

8.2 JT does not exclude or restrict liability for death or personal injury resulting from its own negligence.

8.3 Unless 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 or howsoever caused arising directly or indirectly in connection with the provision of JustConnect except as provided in clause 8.2 above. Whilst JT will use its reasonable endeavours to maintain the quality of JustConnect and to ensure that JustConnect is available at all times it makes no representation or warranty in the Service.

8.4 Without prejudice to the generality of clauses 8.2 or 8.3, JT shall not be liable to the Customer or to any other person for:

- 8.4.1 any defect in, poor quality of, unavailability, interruption or discontinuance of JustConnect or any website or e-mail address (and without prejudice to the generality of the foregoing and clause 8.2, JT shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);
- 8.4.2 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;
- 8.4.3 any use of JustConnect 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.

8.5 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 JustConnect or otherwise and any such insurance cover shall be the responsibility of the Customer.

8.6 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 £100.

8.7 Each provision of this clause shall operate independently of each other provision of this clause.

8.8 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 JustConnect 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.

## **9 Temporary Unavailability of Service**

9.1 JT may suspend, limit or cancel JustConnect for operational or other reasons (including technical failure, modification or maintenance or other reasons beyond its control) but will give as much notice as is reasonably practicable. Provision of JustConnect shall be restored as soon as reasonably possible after suspension.

9.2 If JustConnect is unavailable due to circumstances beyond the control of JT for a continuous period of more than 7 (seven) days the Customer shall be entitled immediately to terminate the Contract and access to JustConnect.

## **10 Data Protection**

10.1 In accordance with the Data Protection (Jersey) Law 2005 and/or the Data Protection (Bailiwick of Guernsey) Law 2001 as applicable, any information obtained by JT through the Registration Form for JustConnect or through use of JustConnect may be accessed by JT for its internal purposes, and (subject to the right of the Customer to request otherwise in writing to JT) may be used by JT to identify other products and services which may be offered to the Customer by either JT or relevant third parties. Any information so obtained may be disclosed by JT to any person where this is necessary for the provision of JustConnect or to any person who assumes the rights of JT under this Contract and to any credit reference agency or bureau.

10.2 JT will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Agreement 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 the Service.

10.3 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](http://www.jtglobal.com).

10.4 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.

## **11 Termination**

This Contract may be terminated by any of the following events:

11.1 immediately by notice given to JT by the Customer;

11.2 immediately by JT upon breach of any of the terms and conditions contained in this Contract or failure by the Customer to pay any Access Charge due to JT;

11.3 pursuant to clause 4.4, immediately by JT if the Customer fails to use JustConnect for a period exceeding 90 days;

11.4 one month's notice given to the Customer by JT; or

11.5 by the Customer for unavailability of JustConnect under clause 8 of these terms and conditions.

## **12 Notices**

Unless expressly stated otherwise:

12.1 any notice required to be given by the Customer to JT shall be in writing and sent to JT's address or facsimile number published at the JT Site. Service of any such notice shall only be deemed good upon receipt by JT;

12.2 any notice required to be given by JT to the Customer shall be in writing and sent to the Customer's address or email address as provided to JT and shall be deemed good service upon sending or, in the case of post, 48 hours after posting by first class post; and

12.3 any change of details of the Customer shall be provided to JT in accordance with the provisions of paragraph 12.1 above.

### **13 Assignment**

13.1 JT reserves the right to assign all or part of this Contract to any company and/or to sub-contract its obligations hereunder upon giving 14 days' notice to the Customer which notice shall be validly given by way of a general notice given at the JT Site.

13.2 The Customer may not assign this Contract.

### **14 Software**

14.1 Any property in any Software Materials made available by JT, including intellectual property, will remain that of JT or its licensors.

14.2 JT hereby grants the Customer a non-exclusive, non-transferable licence to use the Software Materials for the purpose of receiving JustConnect only. Such licence will terminate upon termination of this Contract for any reason.

### **15 Force Majeure**

JT shall not be liable for any breach of this Contract due to any cause beyond its reasonable control, including acts of God, pandemic, industrial action, vandalism or the act or omission of any other person (including any person providing part of JustConnect or on whom JT relies in order to provide JustConnect).

### **16 Entire Agreement**

This Contract contains the whole agreement between the Customer and JT in relation to JustConnect.

### **17 Severance**

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

### **18 Governing Law**

18.1 A Contract made between the Customer and JT (Jersey) Limited shall be governed by and construed in accordance with the laws of the Island of Jersey and JT and the Customer agree to submit to the exclusive jurisdiction of the Royal Court of Jersey for the settlement of any disputes connected herewith.

18.2 A Contract made between the Customer and JT (Guernsey) Limited shall be governed by and construed in accordance with the laws of the Island of Guernsey and JT and the Customer agree to submit to the exclusive jurisdiction of the Royal Court of Guernsey for the settlement of any disputes connected herewith.