

JT SUPPORT SERVICE

TERMS AND CONDITIONS

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

1. DEFINITIONS

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

- 1.1. "Application Form" means a completed application / quotation / proposal form for a Service detailing the Equipment in respect of which a Service is to be provided (and the applicable Service Option), as signed by the Customer and returned to JT.
- 1.2. "Commencement Date" means the date the Contract comes into force in relation to particular Equipment, being the commencement date specified in the Schedule(s) relating thereto.
- 1.3. "Conditions" means these terms and conditions, any Application Form, Product Description, Schedule(s) and any written amendments, variations or additions thereto.
- 1.4. "Contract" means the agreement made between the Customer and JT for the provision of a Service in respect of specified Equipment which agreement is governed by the Conditions.
- 1.5. "Consumable Parts" means items contained within the Equipment, which are consumed at regular intervals during the normal use of the Equipment, including, but not limited to, batteries, toner cartridges, imaging units, printer ribbons and stationery.
- 1.6. "Customer" means the person or persons named in the Application Form.
- 1.7. "Equipment" means the equipment, parts or services (as detailed in the Application Form or the Schedule(s)) in respect of which JT provides a Service.
- 1.8. "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.
- 1.9. "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.
- 1.10. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.11. "Minimum Contract Period" means any minimum period in relation to any Equipment specified in any Application Form or any Schedule(s) or otherwise a period of 12 months from the Commencement Date;
- 1.12. "On-line" means accessible over the world wide web at JT's site at www.jtglobal.com or such other site as may be notified from time to time.
- 1.13. "Product Description" means any 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.
- 1.14. "Schedule(s)" means any schedule(s) from time to time forwarded to the Customer by JT itemising the Equipment covered by a Service.
- 1.15. "Service" means the service(s) provided with respect to the Equipment comprising fault response and Equipment repair by JT or its duly appointed agents in accordance with the Service Option chosen in the Application Form or any other service selected by the Customer in the Application Form, where these Conditions are stated to apply.
- 1.16. "Service Charges" means the sums, including GST where applicable, charged by JT and payable by the Customer for the provision of a Service at the rate notified to the Customer at the commencement of the Contract and as amended from time to time thereafter by JT.
- 1.17. "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 from the office(s) of JT in Jersey and/or Guernsey as applicable.

- 1.18. "Service Option" means the level or type of service (for example, but not limited to: Ultimate, Superior or Enhanced Care (Plus) or Response 8, 4 or 2) applicable to each item of Equipment as chosen by the Customer in the Application Form and as specified in the Schedules and / or Product Description.
- 1.19. "Type Approved Equipment" means any apparatus, which has been approved by the British Approvals Board for Telecommunications (BABT) or approved by JT for use in connection with a Service.

2. COMMENCEMENT AND DURATION

- 2.1. Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect in relation to particular Equipment on the Commencement Date relating to such Equipment.
- 2.2. Subject to the provisions of clauses 14.1 and 14.2 hereunder the Contract shall remain in force in relation to particular Equipment for the Minimum Contract Period relating thereto and thereafter shall continue in force until terminated by either party in accordance with clause 14.3 below.
- 2.3. Save where termination is notified by the Customer to JT under clause 14.2 below; if (a) the Customer terminates the Contract during the Minimum Contract Period; or (b) pursuant to clause 6 below, JT either cancels a Service during the Minimum Contract Period or suspends or limits a Service during the Minimum Contract Period and does not reinstate it, the Customer shall, even if JT has terminated the Contract pursuant to clause 14 below by reason of the matter giving rise to the cancellation, limitation or suspension 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 14 below.

3. VARIATION

- 3.1. JT may from time to time amend, vary or add to the Conditions and any Product Description applicable to a Service which amendment, variation or addition may relate to, but is not limited to:
 - 3.1.1. amendment or variation of the Service Charges;
 - 3.1.2. cessation of a Service for a particular item or items of Equipment;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 give notice of such amendment, variation or addition On-line and / or at JT's office(s) in Jersey and/or Guernsey as applicable.
- 3.2. Notwithstanding the above, JT may amend or vary all or any of the Service Charges by publishing any such amendment, variation or addition 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 notified to the Customer such amendment or variation to have immediate effect unless stipulated otherwise and may alter the description and associated Service Charges following the addition, removal, upgrade, replacement or repair of an item or items of Equipment by similar notice.
- 3.3. Other than as stated above any amendments, variations or additions 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 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. Where Equipment which has failed to operate within the manufacturer's design specification as a result of component failure, lightning damage, faulty manufacture or fair wear and tear it will be repaired or replaced by JT, at no additional charge to the Service Charges.
- 4.2. A Service does not cover:
 - 4.2.1. faults not affecting the working of the Equipment in accordance with the manufacturer's design specification;
 - 4.2.2. repairs required as a result of damage to the Equipment caused other than by JT or its employees or agents, or any repairs required as a result of handling of the Equipment by the Customer, its servants or agents;
 - 4.2.3. repairs required as a result of any loss of power e.g. loss of electronically stored data or application software;
 - 4.2.4. separate items that attach or connect to the Equipment not itemised in the Schedule, including, but not limited to,

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Headphones, Cordless Telephones and Telephone Answering Machines;

- 4.2.5. replenishment of Consumable Parts;
 - 4.2.6. updating or patching of the Equipment's software or firmware where the current software or firmware is not at a level currently supported by the Equipment supplier, or where such updates or patches are not possible due to the Equipment's specification and / or other incompatibility problem, unless stated otherwise in the Product Description; and
 - 4.2.7. restoration of Customer-specific Equipment configuration data if a valid backup of such data cannot be provided by the Customer.
- 4.3. The Customer, or its agent, shall report any fault in the Equipment to JT by telephoning the fault reporting number as notified to the Customer from time to time. At the time of reporting the fault the Customer shall provide to JT a contact name and telephone number by and at which the Customer may be contacted for the entire period until the fault is rectified, together with the equipment identification number as detailed in the Schedule for the faulty item or items of Equipment and the nature of the fault. Upon receipt of the fault report JT will respond to the Customer in accordance with the Service Option applicable to the item of Equipment as detailed in the Schedule. JT, at its sole discretion, shall deal with the fault report:
- 4.3.1. by advising the Customer by advice by telephone as to what checks, tests and rectification works (of a non technical nature) on the Equipment are to be carried out by the Customer; or
 - 4.3.2. by carrying out remote diagnostic checks on the Equipment from premises other than those where the Equipment is installed; or
 - 4.3.3. by visiting the premises where the Equipment is installed; or
 - 4.3.4. in such other manner as JT consider appropriate.
- 4.4. JT will respond to a fault reported to it pursuant to 4.3 above in accordance with the Service Option applicable. If the fault is not rectified within the specified response time JT will advise the Customer at the contact number of the progress then being made to correct the fault and will advise of the likely time-scale within which the fault will be corrected.
- 4.5. JT may, at its option, in rectifying a fault choose to repair or replace an item of Equipment in whole or in part. Where the Equipment has been purchased by the Customer replacement parts will become the property of the Customer and replaced parts the property of JT. Whilst replacement parts may differ from those replaced JT shall endeavour to ensure that the same are of similar quality and specification and do not affect the performance of the Equipment.
- 4.6. The Customer may replace Consumable Parts if required and at their own cost providing the replacements meet or exceed the appropriate specifications defined by the manufacturers of the Equipment.
- 4.7. JT may with the Customer's prior approval remove all or part of the Equipment from the Customer's premises for inspection, testing and / or repair. Where reasonably practicable JT will endeavour to ensure continuity of service to the Customer.
- 4.8. JT may require the Customer to provide all reasonable co-operation and assistance to JT as may be necessary or desirable in order to facilitate the provision of a Service to the Customer. JT may require the Customer, in appropriate cases, to deliver Equipment or part thereof to JT for inspection, testing and / or repair and to collect the same.
- 4.9. JT shall be allowed to carry out routine inspection and / or testing of the Equipment in accordance with the manufacturer's recommendations, if any, and in accordance with JT's practice for that type of equipment. Such inspection/testing will be carried out remotely, or by visiting the premises at which the Equipment is installed, as appropriate.
- 4.10. JT reserves the right without cost or penalty to itself, to alter the Customer's telephone number or any other name, code or number allocated from time to time by JT for use in connection with the Equipment. JT will use its reasonable endeavours to give not less than 6 months' prior notice of any such change.
- 4.11. Where any JT Cisco Spares or Cisco Support Service Option or any other JT spares-only Service Option is chosen then clauses 4.3.1, 4.3.2, 4.3.3, 4.7, 4.8, 4.9 and 4.12 shall not apply.

4.12. Where any JT remote hands Support Service Option is chosen then clauses 4.1, 4.2.3, 4.3.1, 4.3.2, 4.3.4, 4.4, 4.5, 4.6, 4.7, 4.9, 4.10 and 4.11 shall not apply.

4.13. Where any JT software update Service Option is chosen, then clauses 4.1, 4.5, 4.6, 4.11 and 4.12 shall not apply.

5. ORDERING BY TELEPHONE

- 5.1. JT may, at its discretion, accept an order for a Service on the basis of instructions received from the Customer 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 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 10.2 and without prejudice to the generality of clause 10.3, 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. SUSPENSION OF SERVICE

- 6.1. JT may (without prejudice to any other right or remedy) where appropriate suspend, limit or cancel a Service (either generally or in respect of any particular Equipment to which a Service relates) without penalty and with immediate effect:
 - 6.1.1. where it is unable to provide a Service for reasons beyond its control (including the default or failure of co-operation on the part of any other party that provides any part of a Service or upon which JT relies in order to provide any part of a Service) or otherwise for reasons not its fault provided that JT will use its reasonable endeavours to procure resumption of a Service as soon as reasonably practical;
 - 6.1.2. where in the reasonable opinion of JT any Equipment is irreparable or due to the age or condition of such Equipment JT is reasonably of the view that the provision of a Service in respect of such Equipment is or would be impracticable, unduly onerous or uneconomic;
 - 6.1.3. where JT is unable through its reasonable efforts to procure support, software or replacement parts for any Equipment;
 - 6.1.4. if the Customer fails to observe or perform the Conditions;
 - 6.1.5. if JT has reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or
 - 6.1.6. if JT has reasonable grounds to believe that the Customer has provided JT with false, misleading or incomplete details about him- or herself or any other person who may use a Service (including, but not limited to, name, current and previous address(es), date of birth, telephone numbers, employment information and bank and credit or debit card information) when the Customer applied for a Service or thereafter or that the Customer has failed to tell JT if any of these details have changed.
- 6.2. Unless JT suspends a Service in accordance with clause 6.1.2, then notwithstanding any suspension, limitation or cancellation of a Service 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.

7. CHARGES AND PAYMENT

- 7.1. In addition to the Service Charges which shall be paid by the Customer for the provision of a Service JT may charge additional sums calculated by reference to the cost of materials and to JT's applicable man hour rate for time expended in the case where either at the Customer's request or where deemed reasonably necessary JT carries out work which is not covered by a Service. For example, JT will make extra charges where:
 - 7.1.1. it responds to a fault report and no fault is found to exist or the fault reported is not one covered by a Service;

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- 7.1.2. it works at the Customer's request outside of the hours of a Service;
- 7.1.3. it corrects any defect or fault caused by the Customer or its agent;
- 7.1.4. it replaces Consumable Parts;
- 7.1.5. it repairs the Equipment following damage other than by JT, its employees or agents;
- 7.1.6. performance of JT obligations is made more difficult or costly by breach of the Customer's obligations under the Contract.
- 7.2. In addition to charging GST in respect of the supply of Services in the Bailiwick of Jersey, 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.
- 7.3. 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.
- 7.4. 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).
- 7.5. JT reserves the right to charge interest on any balances which remain unpaid for more than 30 days from the due date at 3% above the short term base lending rate from time to time prevailing in England.
- 7.6. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
- 7.6.1. make searches about the Customer at credit reference agencies and elsewhere to verify the Customer's identity and to help JT to decide whether to accept the Customer's application for Service and/or to continue to provide a Service to the Customer;
- 7.6.2. use (and share with debt collection agencies and appropriate authorities) the Customer's details for the purpose of collecting debts, preventing and detecting fraud and seeking to recover damages and costs arising from fraud or other unlawful activity on the part of the Customer;
- 7.6.3. record, and pass to the appropriate authorities, details of any false or inaccurate information provided by the Customer or where JT suspects fraud or any other unlawful or improper activity on the part of the Customer; and
- 7.6.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.
- 8. OBLIGATIONS OF THE CUSTOMER**
- 8.1. The Customer shall:
- 8.1.1. care for and operate the Equipment in accordance with JT's and manufacturer's instructions provided to it in writing and to use the Equipment only for a purpose for which it was designed;
- 8.1.2. not tamper with, modify, or interfere with the Equipment items or any associated wiring, without the written consent of JT;
- 8.1.3. promptly notify JT of any fault with the Equipment;
- 8.1.4. comply with JT's reasonable requests for assistance in order to diagnose existing or potential faults;
- 8.1.5. allow JT full and convenient access to the Equipment at all times during which a Service operates and at all other reasonable times;
- 8.1.6. be responsible for all damage or loss caused to JT by misuse of the Equipment other than due to the acts or omissions of JT its employees agents and / or subcontractors;
- 8.1.7. not connect any other equipment to the Equipment without first obtaining the written consent of JT, such consent not to be unreasonably withheld. If such connection makes JT's obligations under the Contract more onerous, JT may increase the Service Charges;
- 8.1.8. take all reasonable and proper precautions to protect the health and safety of JT's personnel while on the Customer's premises;
- 8.1.9. promptly advise JT in writing of any change of billing address, contact address or contact number.
- 9. ASSIGNMENT**
- 9.1. The Customer may only assign the Contract with the prior written consent of JT, such consent not to be unreasonably withheld.
- 9.2. JT reserves the right to assign all or part of the Contract to any person upon giving 28 days' notice to the Customer.
- 9.3. Whilst remaining responsible for the provision of a Service, JT reserves the right, at its discretion, to appoint agents and / or to or sub-contract any of its obligations hereunder (and to require the Customer to deal with such agents and / or sub-contractors) in which case references in these terms and conditions to JT shall be construed, mutatis mutandis, as being to JT or its agents or sub-contractors. Subject to the provisions of clause 10, JT shall remain liable for the actions or omissions of any such sub-contractor.
- 10. EXCLUSION AND LIMITATION OF LIABILITY**
- 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 a Service. **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. Except to the extent provided in the 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 the Service except as provided in clause 10.2 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.
- 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 a Service or any website or e-mail 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) unless otherwise specified in any relevant Service Level Agreement;
- 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 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.
- 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 a Service 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 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.
- 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 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

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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. 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 stated otherwise in these Conditions or specifically otherwise agreed in writing.

13. NOTICES

13.1. Any notice or other communication required to be given or served for the purposes of the Contract except where otherwise provided shall be in writing and shall be deemed to have been duly given and served if sent by post, email or delivered by hand. Notices shall be deemed received 48 hours after posting or transmitting.

13.2. The Customer's address for correspondence shall be the contact address as specified in the Application Form or communicated by the Customer when the order 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.

13.3. JT's address for correspondence in the Bailiwick of Jersey shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.

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

14. TERMINATION

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

- 14.1.1. subject to JT having given not less than 7 days' prior written notice of default and the Customer having not remedied such default within 7 days, fails to pay when due any sum payable under the Contract or any other agreement or contract made between the Customer and JT;
- 14.1.2. fails to satisfy JT with regard to any credit check undertaken in respect of the Customer;
- 14.1.3. becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commits any act indicative of insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Jersey or elsewhere;
- 14.1.4. is declared en désastre or passes any special resolution to enter into voluntary liquidation or is placed into compulsory liquidation by act of the Royal Court of Guernsey or a summons or process is served upon the Customer with the intent of obtaining any such order or the Customer becomes bankrupt or otherwise commits any act indicative of or analogous to insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Guernsey or elsewhere;
- 14.1.5. fails to observe or perform the Conditions or the conditions of any other agreement or contract made between the Customer and JT and fails to remedy such breach as soon as possible and in any event within 28 days after the date that JT serves written notice on the Customer in relation to such breach;
- 14.1.6. uses a Service in a manner which is unsafe or which has not been approved by JT;
- 14.1.7. uses a Service fraudulently or in connection with a criminal offence;
- 14.1.8. makes improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of a Service;
- 14.1.9. makes improper use, within the meaning of Article 16(1) of the Telecommunications (Bailiwick of Guernsey) Law 2001, or any amendment or supervening law thereto, of a Service;
- 14.1.10. does or allows to be done anything which in JT's opinion will or may have the effect of jeopardising the operation of the

telecommunications system provided by JT to any of its customers;

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

14.1.12. enters into a contract with another telecommunications provider for part of the Support Service and such contract is suspended or terminated.

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

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

14.2.2. JT exercises its rights of variation of the technical specification of a Service such that performance of the same is materially degraded, such termination to be on 14 days written notice without further obligation; or

14.2.3. JT fails to observe or perform its obligations under the Contract and fails to remedy such breach as soon as possible and in any event within 28 days after the date that the Customer serves written notice on JT in relation to such breach, by giving written notice to JT of such termination.

14.3. Subject to clauses 2.2, 14.1 and 14.2 either party may terminate the Contract provided always that the party wishing to terminate the contract gives to the other party written notice of its intention to do so; in either party's case at least one calendar month written notice prior to the effective date of the purported termination of the Contract shall be required and such termination shall not affect any rights of either party to enforce any term hereof which right has accrued prior to the effective date of termination.

15. SEVERANCE

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

16. GOVERNING LAW

16.1. A Contract made between the Customer and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.

16.2. A Contract made between the Customer and JT (Guernsey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Guernsey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.

17. DATA PROTECTION

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

17.2. JT adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005 or the Data Protection (Bailiwick of Guernsey) Law 2001 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.

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