

# JT DDoS MITIGATION 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](http://www.jtglobal.com). These JT DDoS Mitigation Service Terms and Conditions should be read in conjunction with the JT Colocation Terms and Conditions and the JT Data Services Terms and Conditions, all of which apply and are available at [www.jtglobal.com](http://www.jtglobal.com). In the event of conflict with any other terms and conditions, these JT DDoS Mitigation Service Terms and Conditions shall prevail.

### 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 the completed application form or Quotation for the Service as signed by the Customer and submitted to JT.
- 1.2. "Black Hole" means to discard all data destined for a particular IP Address so that it does not disrupt the flow of data to other IP Addresses.
- 1.3. "Business Day" means a day Monday to Friday, 9am to 5pm, excluding public holidays in Jersey and/or Guernsey as applicable.
- 1.4. "Conditions" means these terms and conditions, the Application Form and Product Description and any variations thereto.
- 1.5. "Contract" means the agreement made between the Customer and JT for the provision of the Service which agreement is governed by the Conditions.
- 1.6. "Critical Change" is a change without which there will be a serious business impact on the Customer's online operation.
- 1.7. "Customer" means the person or persons named in the Application Form.
- 1.8. "Customer Equipment" means any apparatus used by the Customer to connect to or make use of the Service.
- 1.9. "DDoS Mitigation Service" means a service designed to mitigate the effects of a DDoS attack on the Customer's IP network.
- 1.10. "Distributed Denial of Service (DDoS)" means a form of electronic attacks involving multiple computers which send repeated requests to a server or website generating false traffic and rendering it inaccessible to valid users.
- 1.11. "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.
- 1.12. "IP Address" means the identifying number of a computer attached to the internet, being a number unique to that computer and written in the format of four sets of numbers separated by full stops, e.g. 205.161.64.2.
- 1.13. "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, and their successors or assigns as notified to the Customer from time to time.
- 1.14. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.15. "Minimum Contract Period" means:
  - 1.15.1. a period of twelve months from the commencement of the Contract or such other period as may be stated in the Application Form; or
  - 1.15.2. any remaining minimum contract period relating to the Service where JT has permitted the Customer to take over the Service, without break or without alteration of that Service by JT, from another customer.
- 1.16. "Non-Critical Change" means a change such as a request for information which has no immediate or significant impact on the running of the Customer's online operation.
- 1.17. "On-line" means accessible over the world wide web at JT's site at [www.jtglobal.com](http://www.jtglobal.com) or such other site as may be notified from time to time.
- 1.18. "PIN" means Personal Identification Number.
- 1.19. "Premises" means those premises or locations at which the Service is to be provided under the Contract.
- 1.20. "Product Description" means the description and any technical specification of the relevant 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.
- 1.21. "Quotation" shall mean the quotation for a provision of the Service substantially in the form of a document entitled "Business Proposal – [name of service]" provided to the Customer by JT.

- 1.22. "Service" means the DDoS Mitigation Service.
- 1.23. "Service Charges" means the sums, including GST where applicable, charged to the Customer by JT for the provision and use of the Service.
- 1.24. "Service Delivery Date" means the date on which the Service is first received by the Customer.
- 1.25. "Zone" means a single sub-division of the Service which contains IP Addresses and server information for the group of protected IP Addresses and provides protection for those IP Addresses only.

### 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) the Service Delivery Date.
- 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 7 below, JT either cancels the Service during the Minimum Contract Period or suspends or limits the 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 the 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 vary the Conditions and Product Description applicable to the 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 made available at JT's office(s) in Jersey and/or Guernsey as applicable and / or On-line 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. JT shall provide the Customer with the Service from the Service Delivery Date.
- 4.2. The Service comprises two different elements of service, as follows:
  - 4.2.1. Monitoring and detection - This part of the Service provides the Customer with a set level of passive monitoring of the incoming traffic entering the Customer's Zone, building a baseline profile of normal traffic patterns and behaviour. Traffic flows are constantly monitored and compared to the baseline, looking for any deviations that might indicate an attack. If any abnormal or unusual behaviour is detected by JT, JT will identify the target by its IP Address and begin mitigation; and
  - 4.2.2. Cleaning and mitigation - When an attack is detected, traffic destined for the Customer's Zone is inspected and subjected to multiple layers of statistical analysis, active verification and anomaly recognition to identify malicious sources, reveal abnormal behaviour and discard packets that do not conform to the normal traffic pattern. This traffic cleaning is performed utilising the profiles of the Customer's normal traffic behaviour gathered during the previous learning phase. Whilst traffic cleaning is underway it is envisaged that an increase in latency may occur.
- 4.3. Provision of the Service by JT includes:
  - 4.3.1. initial configuration, installation and maintenance of the Service on the equipment operated by JT; and
  - 4.3.2. configuration of a set of pre-defined monitoring parameters as specified by JT.
- 4.4. In the event that JT makes a secure user portal available to the Customer, then the Service shall also include:

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- 4.4.1. access to the secure user portal;
  - 4.4.2. the option of an additional chargeable reporting package;  
and
  - 4.4.3. the option of advanced chargeable portal functionality.
  - 4.5. JT will use its reasonable endeavours to ensure that legitimate traffic is received as normally as possible during an attack, and that the site user's experience is affected as little as possible. In an attack countermeasures will be deployed by JT to ensure that disruptions to operations are minimised, and measures such as "Black Holing" will only be used by JT if all other measures have been deemed by JT to have failed.
  - 4.6. During the calendar month following the Service Delivery Date, JT will allow what it considers to be reasonable changes to the Service as requested by the Customer which will be covered by the Service Charges. Thereafter change requests to the Service will be charged according to published rates or as agreed on the Application Form.
  - 4.7. In the event of a hardware failure within the Service, JT will use reasonable endeavours to repair or replace the equipment within one Business Day.
  - 4.8. JT may periodically need to make a Non-Critical Change (e.g. to upgrade its equipment to ensure the latest software versions are in operation). If JT determines, in its sole discretion, that a Non-Critical Change is necessary, JT will work with the Customer to schedule a time to make the necessary changes. The Customer shall allow JT to make these changes within five Business Days of receipt of the request from JT to do so.
  - 4.9. If JT determines that a Critical Change is required, or if the Customer does not respond to a request to make a Non-Critical Change in accordance with clause 4.8, JT will make the change at a time it considers to be most convenient to the Customer. JT will use reasonable endeavours to contact the Customer's technical contact prior to making any security change or equipment upgrades under these circumstances.
  - 4.10. Where part or parts of the Service will be provided and / or supported by a telecommunications provider other than JT, JT shall not be responsible for those parts so provided.
  - 4.11. JT reserves the right to vary the technical specification of the Service at any time.
  - 4.12. JT reserves the right without penalty to alter the Customer's network / IP Addresses provided by JT or any other names, codes or numbers allocated from time to time by JT for use in connection with the Service and all and such addresses, names, codes or numbers remain the property of JT.
  - 4.13. Where the Customer comprises more than one person JT reserves the right to provide information with respect to the Service provided to the Customer to any of the persons named in the Application Form.
  - 4.14. JT reserves the right to disclose the name, 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 the Service, or in an emergency, to the emergency services.
  - 4.15. 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 the Service only for lawful purposes.
  - 4.16. The Customer agrees and acknowledges that, unless otherwise agreed in writing by JT, the Service does not include:
    - 4.16.1. load balancing of traffic or of the DDoS functionality;
    - 4.16.2. permanent archival and storage of log files;
    - 4.16.3. incident response, forensics and investigations;
    - 4.16.4. legal case preparation and PR incident support;
    - 4.16.5. security consulting services (e.g. security policy design, security auditing, penetration testing, contingency/disaster recovery planning, etc.);
    - 4.16.6. security reporting and analysis; or
    - 4.16.7. permanent filtering or cleaning of traffic.
- ### 5. EXPORT CONTROL
- 5.1. Delivery of the Service to the Customer may be subject to relevant export control law and regulations. JT does not represent that any necessary approvals and licenses will be granted. The Customer will provide reasonable assistance to JT to obtain any necessary consent. If, through no fault of JT, any necessary consent is not granted, then JT can terminate the Contract and the provision of the Service under it (as appropriate) without any liability to the Customer.
  - 5.2. The Customer agrees to comply with any applicable export or re-export laws and regulations of any country, including obtaining written authority from the US Government if the Customer intends at any time to re-export any items of US origin to any prescribed destination.
- 5.3. For US Government personnel using the Service in the Bailiwicks of Jersey or Guernsey, or the United Kingdom, US Government restricted rights will apply.
- ### 6. TELEPHONE ORDERING
- 6.1. JT may, at its discretion, provide additional services to the Customer in conjunction with or related to the Service and / or terminate the provision of any 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.
  - 6.2. JT will use its reasonable endeavours to ensure that instructions purporting to be from the Customer are indeed from the Customer. However, provided that JT has acted in good faith, JT (other than as provided in clause 11.2 and without prejudice to the generality of clause 11.3) accepts no liability, and the Customer shall be responsible for all and any sums payable, in respect of any services provided or terminated or any action taken or not taken in reliance of telephone instructions received by JT.
- ### 7. SUSPENSION OF THE SERVICE
- 7.1. JT may (without prejudice to any other right or remedy) suspend, limit or cancel the Service to the Customer without penalty and with immediate effect:
    - 7.1.1. during any technical failure, modification or maintenance of the Service or where it is unable to provide the 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 the Service as soon as reasonably practical;
    - 7.1.2. if the Customer fails to observe or perform the Conditions;
    - 7.1.3. if JT has reasonable grounds to suspect that the 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 the 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 the 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 the 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.
- ### 8. CHARGES AND PAYMENT
- 8.1. The Service Charges shall comprise any connection charge for the Service, whether initial or after suspension, limitation or cancellation, and rental charge (payable in advance) for the Service where such charges depend on the relevant service options selected in the Application Form.
  - 8.2. Service Charges shall apply from the Service Delivery Date, unless:
    - 8.2.1. JT notifies the Customer of a date later than the Service Delivery Date when the Service Charges shall apply from; or
    - 8.2.2. the Customer uses the Service before the Service Delivery Date, in which case the Service Charges shall be payable from the date of first use of the Service by the Customer.
  - 8.3. 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.
  - 8.4. Where more than one person is named as a Customer liability for the Service Charges and/or any additional sums relating to the Service shall be joint and several.
  - 8.5. Service Charges and/or 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).
  - 8.6. 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.
  - 8.7. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:

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- 8.7.1. 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;
- 8.7.2. 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;
- 8.7.3. 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
- 8.7.4. 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. specify the IP Addresses for which it wishes the Service to be activated;
  - 9.1.2. only use, make use of, cause, allow or permit to be used the Service in accordance with the specification contained in the Application Form, Product Description, and any instructions provided by JT and shall only use the Service for the purpose for which it was designed;
  - 9.1.3. enter into an appropriate contract with any other telecommunications provider that provides part or parts of the Service;
  - 9.1.4. comply with JT's reasonable requests for assistance in order to diagnose existing or potential faults;
  - 9.1.5. use Customer Equipment in accordance with the manufacturer's and / or JT's recommendations;
  - 9.1.6. keep any login code and / or password and / or PIN assigned by JT or otherwise for use of the Service secure and not disclose the same to any unauthorised person;
  - 9.1.7. 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 Customer Equipment, either physical or otherwise is being or has been made;
  - 9.1.8. 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 and / or password and / or PIN;
  - 9.1.9. be responsible for all damage or loss caused to JT or third parties by misuse of the Service other than due to the acts or omissions of JT its employees, agents and / or subcontractors;
  - 9.1.10. take all reasonable and proper precautions to protect the health and safety of JT's personnel while at the Premises;
  - 9.1.11. promptly advise JT in writing of any change of billing address, contact address or contact number;
- 9.2. The Customer shall not by themselves or otherwise:
  - 9.2.1. have access to any JT equipment or software used by JT to provide the Service other than the optional online customer portal; or
  - 9.2.2. use the Service in breach of any terms of any licence applicable to the Customer.
  - 9.2.3. use the Service fraudulently or in connection with a criminal offence;
  - 9.2.4. use the 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 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 the 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 the 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 the Service except as provided in clause 11.2 above. Whilst JT will use its reasonable endeavours to maintain the quality of the Service and to ensure that the 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 the 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); or
  - 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, even if JT has been advised of the possibility of such damages.
- 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 the 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 paid by the Customer for the three months prior to the event giving rise to the damages or loss.
- 11.7. The Service is designed to protect the Customer and its end users from DDoS attacks. However, JT does not warrant that it shall withstand these attacks on all occasions. JT reserves the right to Black Hole any of the Customer's traffic as required to protect JT's network as a whole without liability to the Customer.
- 11.8. Each provision of this clause shall operate independently of each other provision of this clause.
- 11.9. 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 the 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, regulatory 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 the Service or upon which JT relies in order to provide any part of the Service) and national and / or civil emergencies.

### 13. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding the Service and contain the whole agreement between the parties relating to the 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

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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, No.1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 14.4. JT's facsimile number for notice by facsimile in the Bailiwick of Jersey shall be 01534 882883.
- 14.5. JT's address for correspondence in the Bailiwick of Guernsey shall be 24 High Street, St Peter Port, Guernsey GY1 2JU.
- 14.6. JT's facsimile number for notice by facsimile in the Bailiwick of Guernsey shall be 01481 818182.

### 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 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 the Service in a manner which is unsafe or which has not been approved by JT;
  - 15.1.7. uses the 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 the 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 the 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. enters into a contract with another telecommunications provider for part of the 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 the Service such that performance of the same is materially 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. 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 either party one calendar month's notice prior to the effective date of the purported termination of the Contract will be sufficient 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 laws 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. For the purposes of complying with the Data Protection (Jersey) Law 2018 and Data Protection (Bailiwick of Guernsey) Law 2017, JT has prepared a data protection notice in relation to personal information to be collected by JT in relation to the Contract, a copy of which can be found On-line at [www.jtglobal.com/GDPR](http://www.jtglobal.com/GDPR).

18.2. The Customer acknowledges receipt of such notice and agrees that a copy of the notice shall be made available to any natural person in relation to whom JT receives personal information in relation to the Contract.