

TERMS AND CONDITIONS

Apps Service

These terms and conditions are important and should be read carefully. If You have any queries regarding these terms and conditions, telephone 01534882882 or contact Us via www.itglobal.com. Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms and Conditions](#).

For the purposes of these terms and conditions “Service” means any Material and/or any other service provided by Us that is accessible by You via an App. “Equipment” means Your mobile device, computer system, set-top box, console, web-enabled television or any other equipment used to download and/or use an App.

ACCEPTANCE OF TERMS

Downloading or otherwise accessing an App constitutes Your acceptance of these Conditions which take effect on the date from which You First Use an App. You are responsible for regularly reviewing the Conditions. Your continued use of the App after changes are posted constitutes Your acceptance of these Conditions as changed from time to time.

1. REGISTRATION

- 1.1 In order to use an App or certain features of an App You may be required to register. By registering, You agree to:
 - (a) provide true, accurate, current and complete information as prompted by the App; and
 - (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
- 1.2 If You provide any information that is untrue, inaccurate, not current or incomplete, or We are of the view that such information is untrue, inaccurate, not current or incomplete, We have the right, at Our sole discretion, to suspend or terminate the Contract and to refuse any and all of Your current or future use of an App.

2. USER CONDUCT

- 2.1 You **shall not**:
 - (a) cause or allow another to cause Material to be copied, reproduced, republished, posted, broadcast or transmitted in any way except for Your own private, non-commercial or internal business use, unless You obtain Our prior written permission;
 - (b) adapt, alter or create a derivative work from any of the Material or cause the same to be so dealt with or use or cause it to be used for any other purpose other than for Your personal, non-commercial use;
 - (c) use any of the Material to check, confirm, amend or update Your databases, records, directories, customer lists, mailing or prospecting lists or somebody else’s databases, records, directories, customer lists, mailing or prospecting lists;
 - (d) attempt to gain unauthorised access to an App or any networks, servers or computer systems connected to an App; and
 - (e) modify, adapt, translate or reverse engineer any part of an App.
- 2.2 You **shall** use an App only for lawful purposes, and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of the App by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content.

3. USERNAME, PASSWORD AND SECURITY

You are responsible for maintaining the confidentiality of any username and password entered as Registration Data or allocated by Us. You are fully responsible for all activities that occur under Your username and will immediately notify Us of any unauthorised use of Your username or any other breach of security.

4. DATA PROTECTION AND PRIVACY POLICY

- 4.1 For the purposes of complying with the Data Protection (Jersey) Law 2018 and the Data Protection (Bailiwick of Guernsey) Law 2017, We have prepared a data protection privacy policy in relation to personal information to be collected by Us in relation to the Contract, a copy of which can be found On-line at <https://www.itglobal.com/global/privacy-policy/>.
- 4.2 You acknowledge receipt of such policy and agree that a copy of the policy shall be made available to any natural person in relation to whom We receive personal information in relation to the Contract.

5. SUSPENSION/MODIFICATION OF APP

- 5.1 We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently an App with or without notice. We shall not be liable to You or to any third party for any modification, suspension or discontinuance.
- 5.2 We reserve the right at any time to edit or remove any Material, in whole or in part, for any reason whatsoever in Our sole discretion.

6. LINKS

An App may include links to other websites or resources. Except for content that We publish On-line, We have no control over such websites and resources, We are not responsible for the availability of such external sites or resources, and do

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not endorse and are not responsible or liable for any content, advertising, products, or other materials present or available from such websites or resources.

7. CHARGES

- 7.1 We reserve the right to introduce App Charges for downloading and/or using an App.
- 7.2 In the event that We introduce App Charges for the download or use of an App, details of such App Charges will be published On-line.
- 7.3 In the event that You use a Service that incurs an App Charge, We will remind You that an App Charge will be incurred prior to carrying out the transaction to which that App Charge applies.
- 7.4 Notwithstanding the provisions of this clause 7, Your network operator may charge You for using their systems or telephony network to access an App or associated Service and You accept all responsibility for any connection charges that arise while accessing an App or any other charges made by a third party.
- 7.5 In the event that the British Pound Sterling suffers a currency devaluation as a result of an adverse change in applicable foreign exchange rates, and this devaluation directly impacts and increases Our costs in providing the Service, We reserve the right to adjust the App Charges in order to take account of that increase in Our costs.

8. WARRANTIES & WARNINGS

- 8.1 We do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any Material or endorse any opinions expressed in the Material. You acknowledge that any reliance on Material will be at Your own risk.
- 8.2 The information, names, images, pictures, logos and icons regarding or relating to Us, Our products and services (or to third party products and services), is provided on an App "as is" and on an "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 8.3 We do not warrant that the functions of an App will be uninterrupted or error-free, that defects will be corrected, or that any information on the website from which an App is downloaded represents the full functionality, accuracy, and reliability of the materials. The names, images and logos identifying Us and Our products and services or those of third parties are Our proprietary marks and/or those of third parties. Nothing contained herein shall be construed as conferring by implication, an estoppel or otherwise any licence or right under any of Our trademarks or patents or those of any other third party.
- 8.4 An App and/or any Material that You download or obtain is undertaken at Your own discretion and risk and You will be solely responsible for any damage to any Equipment or loss of data that results from the download of any such App and/or material.
- 8.5 We do not warrant that an App will operate in an error-free manner or that an App is free of computer viruses or any other harmful items. If Your use of an App or the Material results in the need for servicing or replacing Equipment or data, We are not responsible for any such costs or loss.
- 8.6 You acknowledge and accept that any location data provided by an App is for basic navigational purposes only. You agree that any location data is not intended to be relied upon in such situation where accurate information about a location is needed. Where an App delivers directions and/or a route to a given address You accept that such directions and/or routing data is provided by Us on an "as is" basis. We do not warrant that an App will provide You with the most convenient, accurate, shortest or quickest route and We shall not be liable to You or to any other person for any damages, losses or claims arising out of or in connection with Your use of the location data or routing data.
- 8.7 You acknowledge and accept that Apps shall only be available to download from third party online digital media vendors and that We do not accept any responsibility whatsoever for the availability for download of any App from such vendors or for any difficulty or inability to download any App from such vendors.

9. DISCLAIMER

The following provisions set out Our entire liability (including any liability for the acts and omissions of Our employees, agents and subcontractors) to You 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 an App. **Your attention is in particular drawn to these provisions.**

- 9.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 9.2 Unless otherwise expressly agreed in writing by Us and You (in a service level agreement or otherwise), We shall not be liable to You or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of an App except as provided in clause 9.2 above. Whilst We will use reasonable endeavours to maintain the quality of an App and to ensure that the same is available at all times, We make no representation or warranty in relation thereto.

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- 9.3 Without prejudice to the generality of clauses 9.1 or 9.2, We shall not be liable to You or to any other person for:
- (a) any defect in, poor quality of, unavailability, interruption or discontinuance of an App or any website or email address (and without prejudice to the generality of the foregoing and clause 9.1 ad 9.2, We shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 days);
 - (b) 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 Our care, custody or control) whether direct, indirect, foreseeable or unforeseeable; or
 - (c) Your use of an App and/or Your activities, including 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.
- 9.4 We are not responsible for maintaining any insurance cover of any nature to cover any loss by You or any other party arising from the provision or unavailability of an App or otherwise and any such insurance cover shall be Your responsibility.
- 9.5 If any exclusion or limitation of liability contained in this clause is invalid and/or We become liable for any loss or damage, You (acknowledging that We are not able to evaluate any potential loss to You) agree that Our liability for any one event or series of events shall in any event be limited to £100.
- 9.6 Each provision of this clause shall operate independently of each other provision of this clause.
- 9.7 You agree to indemnify Us and hold Us 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 Us by any third party located in any jurisdiction arising from any use of an App provided to You (by either You or any other party) constituting any unlawful act or otherwise giving rise to any liability. You shall immediately notify Us in writing of any such claims of which You become aware. You further agree to offer Us all reasonable assistance in defending such claims at Your sole expense.

10. FORCE MAJEURE

We shall not be liable in respect of any breach of the Contract due to any cause beyond Our 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 We rely in order to provide any part of a Service) and national and/or civil emergencies.

11. ASSIGNMENT

- 11.1 You may not assign the Contract.
- 11.2 We reserve the right to assign all or part of Our obligations hereunder to any person and/or to subcontract any of Our obligations hereunder upon giving You at least 28 days' prior notice.

12. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding an App and contain the whole agreement between the parties relating to an App, unless specifically otherwise agreed in writing.

13. NOTICE

- 13.1 Notices of changes to these Conditions will be posted On-line.
- 13.2 If You become aware of any violation by any person of these Conditions, You must notify Us by sending notification via www.jtglobal.com/contact or send written notification to either No. 1 The Forum, Grenville Street, St Helier, Jersey, JE4 8PB or East Wing, Trafalgar Court Les Banques, St Peter Port, Guernsey, GY1 3PP as applicable providing details of the violation.

14. TERMINATION

We, in Our sole discretion, may terminate the Contract for any reason, including, without limitation, lack of use of an App or breach of the Conditions or where We in Our sole discretion think fit so to do. Any termination of Your access to an App may be effected without prior notice, and You acknowledge and agree that We may immediately deactivate or delete the App. Further, We shall not be liable to You or any third party for any termination of Your access to an App.

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 You and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Jersey and both We and You hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.

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