

TERMS AND CONDITIONS

DDoS Mitigation Service

These terms and conditions are important and should be read carefully. If You have any queries regarding Our terms and conditions please telephone 01534 882882 in Jersey or 01481 882882 in Guernsey or contact Us via www.itglobal.com. These DDoS Mitigation Service Terms and Conditions should be read in conjunction with Our [Colocation Terms and Conditions](#) and Our [Data Services Terms and Conditions](#), all of which apply and are available at www.itglobal.com. In the event of conflict with any other of Our terms and conditions, these DDoS Mitigation Service Terms and Conditions shall prevail. Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms & Conditions](#).

For the purposes of these terms and conditions **“Minimum Contract Period”** means: (a) a period of 12 months from the commencement of the Contract or such other period as may be stated in the Application Form; or (b) any remaining minimum contract period relating to a Service where We have permitted You to take over the Service, without break or without alteration of that Service by Us, from another customer. **“Service”** means a service designed to mitigate the effects of a DDoS Attack on Your IP network.

1. COMMENCEMENT AND DURATION

- 1.1 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 Us; or (b) the Service Delivery Date.
- 1.2 Subject to the provisions of clauses 14.1 and 14.2 hereunder the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated by Us or You in accordance with clause 14.3 below.
- 1.3 Save where termination is notified by You to Us under clause 14.2 below, if: (a) You terminate the Contract during the Minimum Contract Period; or (b) pursuant to clause 6 below, We either cancel the Service during the Minimum Contract Period or suspend or limit the Service during the Minimum Contract Period and do not reinstate it, You shall, even if We have terminated the Contract pursuant to clause 14 below by reason of the matter giving rise to the cancellation, suspension or limitation of the Service, pay a sum equal to the Service Charges and any extra charges which would have been payable to Us for the balance of the Minimum Contract Period.
- 1.4 Nothing in this clause shall prevent either Us or You from terminating the Contract in accordance with clause 14 below.

2. VARIATION

- 2.1 We 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 1 calendar month before any such variation is to take effect give notice of such variation On-line and/or at Our office(s) in Jersey and/or Guernsey as applicable.
- 2.2 Notwithstanding the above, We 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 Our office(s) in Jersey and/or Guernsey as applicable and/or On-line such variation to have immediate effect unless stipulated otherwise.
- 2.3 Other than as stated above any variations to the Contract shall be made in writing by Us and signed by a duly authorised officer of the same.
- 2.4 Save as herein expressly provided none of Our servants or agents 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.
- 2.5 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 Service Charges in order to take account of that increase in Our costs.

3. SERVICE

- 3.1 We shall provide You with the Service from the Service Delivery Date.
- 3.2 The Service is an always-on Service, which shall comprise of Us leveraging mitigation infrastructure to inspect and filter malicious traffic of DDoS Attack traffic based on predefined filters.
- 3.3 Our provision of the Service includes:
 - (a) initial configuration, installation and maintenance of the Service on the equipment operated by Us; and
 - (b) configuration of a set of pre-defined monitoring parameters as specified by Us.
- 3.4 In the event that We make a secure user portal available to You, the Service shall also include:
 - (a) access to the secure user portal;
 - (b) the option of an additional chargeable reporting package; and
 - (c) the option of advanced chargeable portal functionality.

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- 3.5 We will use Our 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 Us to ensure that disruptions to operations are minimised, and measures such as "Black Holing" will only be used by Us if all other measures have been deemed by Us to have failed.
- 3.6 In the event of a hardware failure within the Service, We will use reasonable endeavours to repair or replace the equipment within 1 Business Day.
- 3.7 We may periodically need to make a Critical Change or Non-Critical Change (e.g., to upgrade equipment to ensure the latest software versions are in operation). If We determine, in Our sole discretion, that a Critical Change or Non-Critical Change is necessary, it will be completed as soon as practicable, at Our discretion.
- 3.8 Where part or parts of the Service will be provided and/or supported by a telecommunications provider other than Us, We shall not be responsible for those parts so provided.
- 3.9 We reserve the right to vary the technical specification of the Service at any time.
- 3.10 We reserve the right without penalty to alter Your network/IP Addresses provided by You or any other names, codes or numbers allocated from time to time by Us for use in connection with the Service and all and any such addresses, names, codes or numbers remain Our property.
- 3.11 Where You comprise more than one person, We reserve the right to provide information with respect to the Service provided to You to any of the persons named in the Application Form.
- 3.12 We reserve the right to disclose Your name, telephone and/or facsimile numbers and/or email address to any person making any complaint or enquiry in relation to use of the Service, or in an emergency, to the emergency services.
- 3.13 You acknowledge that We are unable to exercise control over the content of data made available to, accessed by, transmitted by, or published by Us and undertake to use the Service only for lawful purposes.
- 3.14 You agree and acknowledge that, unless we agree otherwise in writing, the Service does not include:
- (a) load balancing of traffic or of the DDoS functionality;
 - (b) permanent archival and storage of log files;
 - (c) incident response, forensics and investigations;
 - (d) legal case preparation and public relations incident support;
 - (e) security consulting services (e.g. security policy design, security auditing, penetration testing, contingency/disaster recovery planning, etc.);
 - (f) security reporting and analysis; or
 - (g) permanent filtering or cleaning of traffic.
- 4. EXPORT CONTROL**
- 4.1 Delivery of the Service to You may be subject to relevant export control law and regulations. We do not represent that any necessary approvals and licenses will be granted. We will provide reasonable assistance to You to obtain any necessary consent. If, through no fault of Our own, any necessary consent is not granted, then We can terminate the Contract and the provision of the Service under it (as appropriate) without any liability to You.
- 4.2 You agree to comply with any applicable export or re-export laws and regulations of any country, including obtaining written authority from the US Government if You intend at any time to re-export any items of US origin to any prescribed destination.
- 4.3 For US Government personnel using the Service in the Bailiwicks of Jersey or Guernsey, or the United Kingdom, US Government restricted rights will apply.
- 5. TELEPHONE AND ONLINE ORDERING**
- 5.1 We may, at Our discretion, provide additional services to You in conjunction with or related to the Service and/or terminate the provision of any services to You, and/or take or not take any other action relating to You on the basis of instructions received by telephone or On-line.
- 5.2 We will use reasonable endeavours to ensure that instructions purporting to be from You are indeed from You. However, provided that We have acted in good faith, We (other than as provided in clause 10.2 and without prejudice to the generality of clause 10.3) accept no liability, and You 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 Us.
- 6. SUSPENSION OF THE SERVICE**
- 6.1 We may (without prejudice to any other right or remedy) suspend, limit or cancel the Service provided to You without penalty and with immediate effect:
- (a) during any technical failure, modification or maintenance of the Service or where We are unable to provide the Service for reasons beyond Our control or otherwise for reasons not Our fault provided that We will use Our reasonable endeavours to procure resumption of the Service as soon as reasonably practicable;

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- (b) if You fail to observe or perform the Conditions;
- (c) if We have reasonable grounds to suspect that the Service is being used fraudulently or otherwise illegally; or
- (d) if We have reasonable grounds to believe that You have provided Us with false, misleading or incomplete details about You 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 You applied for the Service or thereafter or that You have failed to tell Us if any of these details have changed.

6.2 Notwithstanding any suspension, limitation or cancellation of the Service under this clause You shall remain liable for all charges due hereunder throughout the period of suspension, limitation or cancellation unless We at Our sole discretion determine otherwise.

7. CHARGES AND PAYMENT

7.1 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.

7.2 Service Charges shall apply from the Service Delivery Date, unless:

- (a) You notify Us of a date later than the Service Delivery Date when the Service Charges shall apply from; or
- (b) You use the Service before the Service Delivery Date, in which case the Service Charges shall be payable from the date of Your first use of the Service.

7.3 In addition to charging GST in respect of the supply of Services in the Bailiwick of Jersey, We will, where applicable, charge You GST in respect of the supply of other goods and/or services under this Contract and You will pay that amount in addition to the charges for those other goods and/or services.

7.4 Where You name more than 1 person on the Application Form upon commencement of the Service or thereafter, liability for the Service Charges and/or any additional sums relating to the Service shall be joint and several.

7.5 Service Charges and/or additional sums are payable in full on demand or as otherwise agreed between You and Us. If payment is agreed in writing to be made by instalments and if You fail to pay any instalment on its due date then We shall be entitled to demand immediate payment of the unpaid balance (including all arrears).

7.6 We will charge a Late Payment Fee on any balances which remain unpaid after the due date.

7.7 For the purposes of credit referencing and fraud prevention, We reserve the right from time to time during the term of the Contract to:

- (a) make searches about You at credit reference agencies and elsewhere to verify Your identity and to help Us to decide whether to accept Your application for Service and/or to continue to provide Service to You;
- (b) use (and share with debt collection agencies and appropriate authorities) Your 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 Your part;
- (c) record, and pass to the appropriate authorities, details of any false or inaccurate information provided by You or where We suspect fraud or any other unlawful or improper activity on Your part; and
- (d) pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

8. YOUR OBLIGATIONS

8.1 You shall:

- (a) specify the IP Addresses for which You wish the Service to be activated;
- (b) 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 Us and shall only use the Service for the purpose for which it was designed;
- (c) promptly notify Us if You believe You are under a DDoS Attack;
- (d) report to Us any new DDoS Attacks not effectively blocked by the predefined filters;
- (e) in the event We or You detect that the Service is being affected by a continuing error, conflict or trouble report, or similar issue (in each case a “Chronic Problem”) caused by You, You will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to replacing Your equipment providing distributed denial of service Mitigation should that be deemed necessary. If You have not remedied the Chronic Problem within 21 days of a request by Us, then We may suspend or terminate the Service. The SLA will not apply and You will not be entitled to receive a credit or exercise a termination right under the SLA during periods of Chronic Problems caused by You;
- (f) comply with Our reasonable requests for assistance in order to diagnose existing or potential faults;

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- (g) use Your Equipment in accordance with the manufacturer's and/or Our recommendations;
- (h) keep any login code and/or password and/or PIN assigned by Us or otherwise for use of the Service secure and not disclose the same to any unauthorised person;
- (i) immediately notify Us should You know or suspect that:
 - (i) a login code and/or password and/or PIN has been obtained by any unauthorised person;
 - (ii) unauthorised access to Your Equipment, either physical or otherwise is being or has been made,
- (j) be responsible for all and any charges of any nature that may be incurred by Us as a result of any use, authorised or not, of the login code and/or password and/or PIN;
- (k) be responsible for all damage or loss caused to Us or third parties by misuse of the Service other than due to the acts or omissions of Us, Our employees, agents and/or subcontractors;
- (l) take all reasonable and proper precautions to protect the health and safety of Our personnel while at the Premises; and/or
- (m) promptly advise Us in writing of any change of billing address, contact address or contact number.

8.2 You **shall not** on Your own or otherwise:

- (a) have access to any of Our equipment or software used by Us to provide the Service other than the optional online portal;
- (b) use the Service in breach of any terms of any licence applicable to You;
- (c) use the Service fraudulently or in connection with a criminal offence;
- (d) 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 Us or any third party;
- (e) attempt, permit or instruct any party to take any action that would reduce the effectiveness of the Service. Without limiting the foregoing, You are specifically prohibited from conducting unannounced or unscheduled test DDoS Attacks, penetration testing, or external network scans on the Network without Our prior written consent; or
- (f) attempt in any way to circumvent or otherwise interfere with any security precautions or measures relating to the Service or any other Service equipment.

9. ASSIGNMENT

- 9.1 You may not assign the Contract without Our prior written consent.
- 9.2 We reserve the right to assign all or part of the Contract to any person and/or to subcontract any of Our obligations hereunder upon giving at least 28 days' notice to You.

10. EXCLUSION AND LIMITATION OF LIABILITY

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 the Service. **Your attention is in particular drawn to these provisions.**

- 10.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 10.2 Unless otherwise expressly agreed in writing by You and Us (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 the Service except as provided in clause 10.1 above. Whilst We will use Our reasonable endeavours to maintain the quality of the Service and to ensure that the Service is available at all times, We make no representation or warranty in relation thereto.
- 10.3 Without prejudice to the generality of clauses 10.1 or 10.2, 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 the Service or any website or email address (and without prejudice to the generality of the foregoing and clause 10.1 and 10.2, We shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 days); or
 - (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, even if We have been advised of the possibility of such damages.
- 10.4 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 the Service or otherwise and any such insurance cover shall be Your responsibility.
- 10.5 If any exclusion or limitation of liability contained in this clause is invalid and We become liable for any loss or

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damage, You (acknowledging that We are not able to evaluate any potential loss to You) agree that Our liability for any 1 event or series of events shall in any event be limited to the Service Charges paid by You for the 3 months prior to the event giving rise to the damages or loss.

- 10.6 The Service is designed to protect You and Your end users from DDoS Attacks. However, We do not warrant that it shall withstand these attacks on all occasions. We reserve the right to Black Hole any of Your traffic as required to protect Our network as a whole without liability to Us.
- 10.7 Each provision of this clause shall operate independently of each other provision of this clause.
- 10.8 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 the Service provided to You (by either Us 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 all reasonable assistance to Us in defending such claims at Your sole expense.
- 10.9 You acknowledge that the Service endeavours to mitigate security events, but such events, even if determined to be DDoS Attacks, may not be mitigated entirely or rendered harmless. You further acknowledge that You should consider the Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided is a supplement to Your existing security and compliance frameworks, network security policies and security response procedures, for which We are not, or will be, responsible. While We will use reasonable commercial efforts to provide the Services in accordance with any applicable SLA, the Service is otherwise provided "as-is". We make no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that the performance of the Service will render Your systems invulnerable to security breaches, that any third party software provided by You will be compatible with the Service and/or that Our performance of security services, including activities or tasks will comply with or satisfy any applicable governmental or industry data security standard. If activities or tasks include, by way of example, making recommendations, performing assessments, tests, or providing reports, You agree that such activities are provided in good faith as to their accuracy and We do not guarantee that such activities, recommendations, assessments, tests or monitoring will be accurate, complete, error-free, or effective in achieving Your security and/or compliance related objectives. All professional security assistance services are provided as is. Neither Us, nor Our suppliers will be liable for any damages or liabilities however classified including third party claims which You or third parties may incur as a result of: (i) non-compliance with any standards which apply to You, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Service save that this disclaimer shall not apply to, prejudice or affect any claim that You may have in connection with any separate professional services that are expressly commissioned and agreed to be provided pursuant to a specific Proposal or Statement of Work entered into by the parties; or (iii) loss or corruption of data or information transmitted through the Service.

11. 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, 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 We rely in order to provide any part of the Service) and national and/or civil emergencies.

12. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding the Service and contain the whole agreement between the You and Us relating to the Service, unless 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 Your address for correspondence shall be the contact address as specified in the Application Form or an address notified to Us by You in writing as an address to which bills may be sent or Your usual or last known place of abode or business or if You are a limited company, Your registered office.
- 13.3 Our address for correspondence in the Bailiwick of Jersey shall be No.1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 13.4 Our address for correspondence in the Bailiwick of Guernsey shall be East Wing, Trafalgar Court Les Banques, St Peter Port, Guernsey, GY1 3PP.

14. TERMINATION

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- 14.1 The Contract may be terminated immediately by Us without penalty to Us if You:
- (a) fail to satisfy Us with regard to any credit check undertaken in respect of You;
 - (b) fail to pay when due any sum payable under the Contract or any other agreement or contract made between You and Us;
 - (c) become bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commit any act indicative of insolvency under the law of any jurisdiction or enter into any composition with Your creditors in the Bailiwick of Jersey or elsewhere;
 - (d) are declared *en désastre* or pass any special resolution to enter into voluntary liquidation or are placed into compulsory liquidation by act of the Royal Court of Guernsey or a summons or process is served upon You with the intent of obtaining any such order or You become bankrupt or otherwise commit any act indicative of or analogous to insolvency under the law of any jurisdiction or enter into any composition with Your creditors in the Bailiwick of Guernsey or elsewhere;
 - (e) fail to observe or perform the Conditions or the conditions of any other agreement or contract made between You and Us and fail to remedy such breach as soon as possible and in any event within 28 days after the date that We serve written notice on You in relation to such breach;
 - (f) use the Service in a manner which is unsafe or which has not been approved by Us;
 - (g) use the Service fraudulently or in connection with a criminal offence;
 - (h) make improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of the Service;
 - (i) make 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;
 - (j) do or allow to be done anything which in Our opinion will or may have the effect of jeopardising the operation of the telecommunications system provided by Us to any of Our customers;
 - (k) enter into a contract with another telecommunications provider for part of the Service and such contract is suspended or terminated.
- 14.2 The Contract may be terminated by You if:
- (a) We unreasonably exercise Our rights of variation or suspension under the Contract, by You giving written notice to Us within 14 days of the notice of variation or suspension;
 - (b) We exercise Our 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
 - (c) We fail to observe or perform Our obligations under the Contract and fail to remedy such breach as soon as practicable and in any event within 28 days after the date that You serve written notice on Us in relation to such breach, by giving written notice to Us of such termination.
- 14.3 Subject to clauses 1.2, 14.1 and 14.2 We or You 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 1 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 Your or Us 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 You and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey and both We and You hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.
- 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.

17. DATA PROTECTION

- 17.1 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 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.jtglobal.com/global/privacy-policy/>.
- 17.2 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.