

JT EQUIPMENT RENTAL 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 0800 735 2345 in Jersey or 01481 818152 in Guernsey or contact JT via www.jtglobal.com.

DEFINITIONS

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

- 1.1. "Additional Services" means any telephone lines or other services provided to the Customer as detailed in any Application Form.
- 1.2. "Application Form" means a completed application or quotation or proposal form detailing the Equipment to be rented from JT and any Additional Services to be provided, as signed by the Customer and returned to JT.
- 1.3. "Commencement Date" means the date the Contract comes into force in relation to particular Equipment, being whichever is the earlier of: (a) the commencement date specified in any Application Form; (b) the date when JT accepts an order for a Service and / or Equipment made by the Customer; or (c) the date of commissioning of such Equipment.
- 1.4. "Conditions" means these terms and conditions, any Application Form and Product Description and any written variations thereto.
- 1.5. "Contract" means the agreement made between the Customer and JT for the supply, by way of rental, of Equipment by JT to the Customer which agreement is governed by the Conditions.
- 1.6. "Customer" means the person or persons named in the Application Form.
- 1.7. "Equipment" means the equipment supplied to the Customer by JT pursuant to the Contract, as specified in the Application Form.
- 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. "Invoice(s)" means the document(s) sent from time to time by JT to the Customer demanding payment for the rental of the Equipment.
- 1.10. "JT" means JT (Jersey) Limited, registered number 83487, having its principal place of business at P.O. Box 53, 1 The Forum, Grenville Street, 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.
- 1.11. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.12. "Late Payment Fee" means a fee applied in accordance with the Late Payment Fees Schedule available here: <https://www.jtglobal.com/static/t&cs/Late-Payment-Fees-Schedule.pdf>
- 1.13. "Minimum Contract Period" means any minimum period associated with any Equipment or such longer period as may be specified in relation thereto in any Application Form or otherwise a period of 12 months commencing from the Commencement Date.
- 1.14. "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;
- 1.15. "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.
- 1.16. "Rental Charge" means the periodic payments charged by JT for use of the Equipment.
- 1.17. "Service" means the rental of Equipment and / or any other services or equipment as specified in the Application Form or ordered by the Customer by telephone or otherwise provided in connection herewith or pursuant hereto.
- 1.18. "Service Charges" means any Rental Charge and / or any other charges, including GST where stated and where applicable, associated with the connection, installation or rental of the Equipment.
- 1.19. "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 offices of JT.

- 1.20. "Support Service" means the service made available by JT for the maintenance, care or replacement of equipment of customers, on the terms of the JT Support Service Terms and Conditions published from time to time.
- 1.21. "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 the 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 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 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 15 below by reason of the matter giving rise to the cancellation, suspension or limitation of a 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.
- 2.5. Subject to the Conditions, rental of Equipment shall not cease until its receipted return to JT or, where disconnection by JT is required, notice of cancellation is received by JT, or upon purchase of such Equipment by the Customer.
- 2.6. Receipt by JT of the Equipment does not waive any claims that JT may have against the Customer for patent, latent or hidden damage to the Equipment.
- 2.7. Upon expiry or cancellation of the Contract the Customer shall deliver or make available for collection the Equipment to JT.

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 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 variation 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 or variation 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.
- 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.
- 3.5. 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 JT's costs in providing the Equipment, JT reserves the right to adjust the Rental Charge in order to take account of that increase in its costs.

4. SERVICE

- 4.1. JT shall rent Equipment and provide a Service to the Customer as principal only, such that no other party shall have any rights or obligations, or be entitled to sue or liable to be sued, under the Contract.
- 4.2. Where JT provides other services to the Customer in connection with the Equipment (for example, but not limited to, the installation, configuration or programming of the Equipment), then, as the case may be, the JT General Services Terms and

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- Conditions shall apply to such other services as provided to the Customer.
- 4.3. Unless otherwise selected by the Customer in an Application Form or communicated by the Customer when the order was made by telephone, JT will, as part of a Service, provide the Support Service in respect of rented Equipment on the terms and conditions of its Support Service (which terms and conditions shall be deemed to apply to the Support Service provided pursuant hereto) at Enhanced Care level, which service shall commence at the Commencement Date. Where any conflict arises as between these Conditions and the terms and conditions governing such support services these Conditions shall prevail.
 - 4.4. Unless otherwise marked on an Application Form or any Product Description it shall be the Customer's responsibility to deliver to, and collect from JT the Equipment in accordance with JT's instructions for maintenance and / or repair.
 - 4.5. JT may, at its sole discretion, offer the Customer the temporary loan of equipment if the Equipment is being repaired in which case the Conditions shall apply to the equipment so loaned.
- 5. TELEPHONE ORDERING**
- 5.1. JT may, at its discretion, accept an order for a Service, the Equipment and / or any Additional Services 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, the Equipment and / or any Additional Services 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 11.2 and without prejudice to the generality of clause 11.3, 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 A SERVICE**
- 6.1. JT may (without prejudice to any other right or remedy) suspend, limit or cancel a Service to the Customer without penalty and with immediate effect:
 - 6.1.1. during any technical failure, modification or maintenance of a Service or where it is unable to provide a 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 a Service as soon as reasonably practical;
 - 6.1.2. where JT is unable through its reasonable efforts to procure any requisite support, software or replacement parts necessary in connection with the provision of a Service;
 - 6.1.3. if the Customer fails to observe or perform the Conditions;
 - 6.1.4. if JT has reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or
 - 6.1.5. 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 Customer has failed to tell JT if any of these details have changed.
 - 6.2. Notwithstanding any suspension, limitation or cancellation of a 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 but the Customer shall not be liable for any line rental charge for any period beyond a seven day period of suspension or limitation or the seventh day of cancellation.
- 7. CHARGES AND PAYMENT**
- 7.1. The Service Charge shall comprise any connection charge for a Service, whether initial or after suspension, limitation or cancellation, and Rental Charge (payable in advance) for a Service where such charges depend on the relevant service options selected in an Application Form or ordered by telephone.
 - 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. Where the Customer requests work to be carried out which is not included in the Service Charge JT may charge additional sums. JT will, for example, make extra charges where:
 - 7.4.1. it installs additional wiring at the Customers premises other than that required to provide a Service;
 - 7.4.2. it repairs or traces a defect or fault to any wiring owned or maintained by the Customer that is used in conjunction with the Equipment;
 - 7.4.3. it repairs the Equipment where such repair is not covered by any other agreement between JT and the Customer;
 - 7.4.4. it responds to a fault report and no fault is found to exist;
 - 7.4.5. repair of a fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract;
 - 7.4.6. it corrects any defect or fault caused by the Customer or anyone using the Equipment; or
 - 7.4.7. it repairs the Equipment if it is damaged other than by JT, its employees or agents.
 - 7.5. 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).
 - 7.6. JT will charge a Late Payment Fee on any balances which remain unpaid after the due date. .
 - 7.7. The Service Charges made in relation to the Equipment and / or Additional Services shall be JT's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in JT's published price list then current and in any case as shown on the Invoice.
 - 7.8. All prices quoted in writing are valid for 30 days. Oral quotations are valid only for the period stated, and if no period is stated then until 5.30pm on the day upon which they are given.
 - 7.9. All Service Charges for the rental of Equipment exclude any charges for transport and insurance which may be applicable.
 - 7.10. The Service Charges and any additional charges payable under the Contract are exclusive of all sales and other taxes unless stated otherwise.
 - 7.11. If payment is not made under the terms of the Contract JT shall be entitled, without prejudice to any other rights, to enter upon the premises at which the Equipment is installed and re-possess the same.
 - 7.12. At any time after the Minimum Contract Period the Customer may request of JT and JT may, at its option, offer to the Customer a purchase price for the Equipment or part thereof. Equipment is purchased pursuant to this clause on an "as is" basis and no warranties written or implied are given by JT to the Customer or anyone with respect to the same.
 - 7.13. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
 - 7.13.1. 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;
 - 7.13.2. 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;
 - 7.13.3. record, and pass to the appropriate authorities, details of any false or inaccurate information provided by the Customer or

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where JT suspects fraud or any other unlawful or improper activity on the part of the Customer; and

- 7.13.4. 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. only use, make use of, cause, allow or permit to be used, care for and operate the items of 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. promptly notify JT of any fault with the Equipment;
- 8.1.3. comply with JT's reasonable requests for assistance in order to diagnose existing or potential faults;
- 8.1.4. allow JT full and convenient access to the Equipment at all times during which the Support Service operates and at all other reasonable times;
- 8.1.5. be responsible for all damage or loss caused to JT or third parties by misuse of the Equipment other than due to the acts or omissions of JT its employees, agents and / or subcontractors;
- 8.1.6. take all reasonable and proper precautions to protect the health and safety of JT's personnel while on the Customer's premises;
- 8.1.7. promptly advise JT in writing of any change of billing address, contact address or contact number;
- 8.1.8. be responsible for any remedial and / or decorative works after installation of the Equipment;
- 8.1.9. obtain at its own expense, all-risk insurance to cover the replacement cost of the Equipment whilst the same is in the control of the Customer. The Equipment must be insured by the Customer at the time of delivery; and
- 8.1.10. provide, if necessary and at their own cost, a suitable power supply, connection points and / or earthing point, acceptable to JT, for use with a Service.

8.2. The Customer shall not:

- 8.2.1. tamper with, deface, move, modify or interfere with the Equipment or any associated wiring, without the written consent of JT;
- 8.2.2. connect any other equipment to the Equipment without first obtaining the written consent of JT. If such connection makes JT's obligations under the Contract more onerous, JT may increase the Service Charges;
- 8.2.3. use the Equipment for any illegal purpose or in breach of any licence applicable to the Customer; or
- 8.2.4. sub-lease or loan the Equipment, which shall at all times remain under the exclusive control of the Customer.

9. DELIVERY, TITLE AND RISK

- 9.1. Any time or date stated for delivery is an estimate only. JT endeavours to deliver Equipment on time but shall not be liable for failure to deliver at any given time.
- 9.2. Where appropriate the Equipment will be delivered to the Customer's nominated address whereupon the risk of loss and all damage shall pass to the Customer. Where Equipment is collected by the Customer the risk of loss and all damage shall pass to the Customer upon collection.
- 9.3. Manufacturing requirements may cause Equipment to be delivered by instalments.
- 9.4. The Customer acknowledges that title in the Equipment, replacement part or parts remains with JT at all times whilst the Equipment is rented and the Customer agrees to keep the same free of all encumbrances, charges and liens.

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 a 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. 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 or howsoever caused arising directly or indirectly in connection with the provision of the Service except as provided in 11.2 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.

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 a 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);

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;

11.4.3. 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.

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 a 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 payable by the Customer for the Minimum Contract Period.

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

11.8. 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 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, 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 party for whom JT is not responsible (including any other telecommunications provider that provides part or parts of a Service) and national and / or civil emergencies.

13. 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.

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 any Application Form or

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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.

- 14.3. 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.
- 14.4. JT's address for correspondence in the Bailiwick of Guernsey shall be 24 High Street, St Peter Port, Guernsey GY1 2JU.
- 14.5. JT's facsimile number for note 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 a Service provided in a manner which is unsafe or which has not been approved by JT;
 - 15.1.7. uses a 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 a 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 a 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. connects equipment other than Type Approved Equipment to a Service; or
 - 15.1.12. enters into a contract with another telecommunications operator for part of a 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 a 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 at least one calendar month's notice prior to the effective date of the purported termination of the Contract shall be given 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

- 16.1. 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.
- 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.