

TERMS AND CONDITIONS - JT Dedicated Internet Access

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 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 & Conditions](#).

For the purposes of these terms and conditions:

Acceptance Tests means the objective tests conducted by You that when passed confirm Your acceptance of the Service and that the Service is ready for use.

Access means the method used to provide the Service, for example a Lease Line, Data Centre port or third party lease line.

Availability Downtime means the period of time during which the Service is unavailable to perform the functionality of the Service.

Cancellation Charges means any compensatory charges payable by You to Us on cancellation of an order for the Service as described in clause 12.

Connection Charge means a one-time fee for the set-up and activation of the Service as specified in the Application Form or Rate Card as applicable.

Cross-Connect means a physical cable linking Our termination point to Your Equipment.

Geography means a geographic region in which We provide the Service. The geographic region may be in Jersey or Guernsey or such other geographic regions as may be added by Us from time to time.

Incident means a Service affecting fault or interrupting fault or any event which is not part of the standard operation of the Service, and which causes, or may cause, an interruption to, or a reduction in the quality of, the functionality of that service.

JT DIA Bandwidth means the bandwidth for the service that is provided over the Access to provide a connection to the Internet.

JT Equipment means any Telecommunications Apparatus and other equipment supplied to You by Us pursuant to the Contract, or which is otherwise not owned by You and used by Us in the provision of the Service.

LAN means local area network.

Non-Standard Charges means any Service Charges in addition to the Connection Charge required for the installation of the Service, or an aspect of the Service, that exceed the level normally required, including where additional infrastructure is provided to give a new or extended Service at the Premises or other location where We would otherwise not choose to extend or provide Our network on the basis of normal commercial criteria.

Optional Services means any other services that We offer from time to time. Optional Services can be added as indicated in the Application Form, provided by Us to You as more fully described in the applicable Product Description(s).

Provider Independent Resources means resources assigned to Your Users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.

Qualifying Incident means an Incident on the Service that results in the Service being unavailable for a period of time and which is Our fault.

Rate Card means the document which contains the pricing and other Service Charges for the Service.

Regional Internet Registry means an organisation that manages the allocation and registration of Internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

Service means the JT Dedicated Internet Access ("DIA") service which comprises of a minimum of Access, JT DIA Bandwidth and the applicable Service Level Agreement together with any Optional Services (if applicable).

Service Boundary has the meaning given in clause 4.

Service Commencement Date means the date indicated in the applicable Application Form from which We will commence providing the Service being the earlier of: (i) a specified calendar date; (ii) the occurrence of an event or completion of a milestone (including, where applicable, the successful completion of Acceptance Tests as described in clauses 6.3 to 6.6); or (iii) the date on which You are deemed to first have access to the Service.

Service Credit means a credit available for a failure by Us to meet the Availability, as set out in clause 14.4.

Service Desk means the JT support centre that provides support for the Service, with the contact details provided by Us to You.

Service Level means the service level for the support of the Service as set out in clause 14.1.

Support Representative means Your employee having the appropriate skill and level of access to the Service to contact the Service Desk on Your behalf for all matters related to technical support of the Service.



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Target Resolution Time means, for each Incident, the maximum time that should elapse between the time that an Incident is given its unique reference number and its resolution.

Target Response Time means, for each Incident, the maximum time that should elapse between the time that an Incident is raised and the time that it is given its unique reference number.

Usage means Your monthly usage of the Service, as measured in Megabits per second (Mbps).

Usage-Based Plan means where You pay for the Service based on Your total bandwidth Usage in a month as described in clauses 10.7 and 10.8.

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) when a Service is provided to You.
- 1.2. Subject to the provisions of clauses 16.1, 16.2 and 16.3 below, the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated by either Us or You in accordance with clause 16.4 below.
- 1.3. Save where termination is notified by You to Us under clause 16.2 or 16.3 below, if: (a) You terminate the Contract during the Minimum Contract Period; or (b) pursuant to clause 5 below, We either cancel a Service during the Minimum Contract Period or suspend or limit a Service during the Minimum Contract Period and do not reinstate it, You shall, even if We have terminated the Contract pursuant to clause 16 below by reason of the matter giving rise to the cancellation, suspension or limitation of a 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 16 below.

2. SERVICE SUMMARY

- 2.1. We will provide You with data services that allows You to connect to the Internet using a range of Access methods, at a variety of speeds over Our network up to the Service Boundary within the Geography. We will provide the components set out in clauses 2.2 to 2.5 below in accordance with the details agreed in the applicable Application Form.
- 2.2. Access. The Access method provides You with access to the Service which includes:
 - 2.2.1. a connection in a JT data centre; or
 - 2.2.2. a connection to a third party data centre; or
 - 2.2.3. a connection using a fibre delivery to Your Premises.
- 2.3. JT DIA Bandwidth. Availability of the JT DIA Bandwidth speed is governed by Access speed, and is available in increments as set out in the Rate Card.
- 2.4. Service Level. The Service Level is set out in clause 14.
- 2.5. Optional Services
 - 2.5.1. Optional Services are available on request. Additional charges apply as set out in the applicable Application Form, or as otherwise provided by Us.
 - 2.5.2. Static assigned IPv4 and IPv6 addresses are available in chargeable blocks as set out in the Application Form. Except for IP Addresses expressly registered in Your name, all: (a) IP Addresses made available with the Service will at all times remain Our property or the property of Our suppliers and are non-transferable; and (b) of Your rights to use IP Addresses will cease on termination or expiration of the Service.
 - 2.5.3. DDOS mitigation service is subject to additional terms and conditions.
 - 2.5.4. Diversity. Depending on the configuration, routing protocol, speed of Your network, and the availability of the options listed below, You may select one of the following:
 - (a) We will configure a diverse secondary Access as a standby to the primary Access. If the primary Access fails, traffic will route via the secondary Access;
 - (b) Load balancing: We will configure the secondary Access for dual running with the primary Access. If one Access fails, subject to sufficient capacity being available on the other, traffic can flow over the other; or
 - (c) Back-up: the provision of a secondary Access line option that provides a lower speed access back-up option.



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2.6. All Services are subject to survey and it may not be possible to provide a Service at Your chosen location.

3. INTERNET ACCESS

- 3.1. The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at Your risk and subject to applicable law. We have no responsibility for any information, software, service or other material obtained by You using the Internet.
- 3.2. The Service is available in varying increments as per the applicable Application Form. Due to network and IP overheads, the actual throughput that You experience during speed tests or IP application usage will be lower than the Service speed selected.
- 3.3. You acknowledge that You are responsible for using the Service properly and for taking Your own steps to maintain appropriate security and protection, which may include but is not limited to the use of encryption and firewall technology to protect You from unauthorised access. We are not responsible for, and assumes no liability related to, the foregoing obligations.

4. SERVICE BOUNDARY

- 4.1. We will provide and manage the Service in accordance with these Conditions and as set out in the applicable Application Form up to the demarcation points as described below (each a “Service Boundary”).
- 4.2. In respect of Your nominated demarcation point:
- 4.2.1. where the Service is delivered on a JT Data Centre port, the Service Boundary is the port on the JT Data Centre switch;
- 4.2.2. where the Service is delivered on a fibre to the Premises, the Service Boundary is the JT Network Terminating Unit of the Access that We provide. You are responsible for the cable connecting the NTU to Your Equipment; or
- 4.2.3. where the Service is delivered to a third-party data centre, the Service Boundary is the JT fibre presentation to the data centre. We will not be responsible for connecting the JT fibre presentation to Your rack or equipment. You are responsible for ordering a Cross-Connect from the JT fibre presentation to the location of Your Equipment.
- 4.3. The Service is provided from the Service Boundary at Your demarcation point, as described in clauses 4.2.1 to 4.2.3, up to and including the Service Boundary at the edge of the JT network where traffic is handed off to external transit providers.
- 4.4. Our responsibility is limited to the availability, performance and operation of Our network between the Service Boundaries, and We will have no responsibility for any services outside of the Service Boundaries.
- 4.5. We do not make any representations, whether express or implied, about whether the Service will operate in combination with any of Your Equipment or other equipment and software.

5. JT EQUIPMENT

- 5.1. JT Equipment will remain Our property at all times and risk in the JT Equipment will pass to You upon delivery, whether or not the JT Equipment has been installed.
- 5.2. In relation to JT Equipment, You will:
- 5.2.1. accept the specification of the JT NTU where provided as part of the Service including but not limited to throughput, supported end user client capacity, and available configuration options. Specifications of JT CPE are available on request;
- 5.2.2. keep the JT Equipment safe and without risk to health;
- 5.2.3. only use the JT Equipment, or allow it to be used, in accordance with any instructions or authorisation We may give and for the purpose for which it is designed;
- 5.2.4. not move or relocate the JT Equipment or any part of it from the Premises without Our written consent, and You will pay Us costs and expenses reasonably incurred as a result of such move or relocation;
- 5.2.5. not make any alterations or attachments to, or otherwise interfere with, the JT Equipment, nor permit any person (other than a person authorised by Us) to do so, without Our prior written consent and, if We give Our consent, agree that any alterations or attachments are part of the JT Equipment;
- 5.2.6. not sell, charge, assign, transfer or dispose of or part with possession of the JT Equipment or any part of it;



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- 5.2.7. not allow any lien, encumbrance or security interest over the JT Equipment, nor pledge Our credit for the repair of the JT Equipment or otherwise;
- 5.2.8. not claim to be owner of the JT Equipment and ensure that the owner of the Premises will not claim ownership of the JT Equipment, even where the JT Equipment is fixed to the Premises;
- 5.2.9. obtain appropriate insurance against any damage to or theft or loss of the JT Equipment;
- 5.2.10. in addition to any other rights that We may have, reimburse Us for any losses, costs or liabilities arising from Your use or misuse of the JT Equipment or where the JT Equipment is damaged, stolen or lost, except where the loss or damage to JT Equipment is a result of fair wear and tear or caused by Us;
- 5.2.11. where there is a threatened seizure of the JT Equipment, or You become Bankrupt, immediately provide Us with notice so that We may take action to repossess the JT Equipment; and
- 5.2.12. notify any interested third parties that We own the JT Equipment.

6. CUSTOMER OBLIGATIONS

6.1. You shall:

- 6.1.1. only use, make use of, cause, allow or permit to be used a Service in accordance with the specification contained in the Application Form, Product Description, any relevant Usage Policy and any instructions provided by Us and shall only use a Service for the purpose for which it was designed;
- 6.1.2. inform Us of the names and contact details of the Support Representative(s). The number of Support Representatives shall be determined by Us in consultation with You;
- 6.1.3. only use the Support Representative(s) as the primary point of contact for all matters relating to technical support and only Support Representatives are authorised to contact the Service Desk and submit support requests;
- 6.1.4. provide Us with updated details of the Support Representatives from time to time in writing as reasonably required;
- 6.1.5. provide Us with access to the Premises during Business Hours, or as otherwise agreed, to enable Us to set up, deliver and manage the Service;
- 6.1.6. complete any preparation activities that We may request to enable You to receive the Services promptly and in accordance with any reasonable timescales;
- 6.1.7. where You access the Service via a LAN:
 - (a) provide and maintain a suitable LAN capable of interfacing satisfactorily with the Service;
 - (b) configure the LAN and all associated equipment interfacing to the Service; and
 - (c) acknowledge and agree that We are not responsible for providing any support whether technical or otherwise, to the LAN;
- 6.1.8. provide Us with the name and contact details of at least one individual who will be responsible for any JT Equipment at the Premises;
- 6.1.9. prepare and maintain the Premises for the installation of JT Equipment and supply of the Service, including:
 - (a) providing a suitable and safe operational environment for any JT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with Our reasonable instructions and applicable installation standards;
 - (b) taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect JT Equipment to appropriate telecommunications facilities in time to allow Us to undertake any necessary installation or maintenance services;
 - (c) carrying out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (d) providing a secure, continuous power supply at the Premises for the operation and maintenance of the Service and JT Equipment at such points and with such connections as We specify, and, in order to mitigate any interruption to the Service resulting from failure in the principal power supply, providing back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
 - (e) being responsible for the provision of all Service items (e.g., internal cabling) to the Service Boundary;



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- 6.1.10. after installation is completed, restore the condition of the Premises, including any re-decorating that may be required;
 - 6.1.11. with the exception of the JT Equipment and the software, provide suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service;
 - 6.1.12. monitor and maintain all of Your Equipment connected to the Service or used in connection with a Service;
 - 6.1.13. ensure that all of Your Equipment that is connected to the Service or that You use, directly or indirectly, in relation to the Service is:
 - (a) technically compatible with the Service and will not harm or damage JT Equipment, Our network, or any of Our suppliers' or subcontractors' network or equipment;
 - (b) approved and used in accordance with relevant instructions, standards and applicable law and any safety and security procedures applicable to the use of Your Equipment; and
 - (c) in conformance with the interface specifications and routing protocols specified by Us;
 - 6.1.14. immediately disconnect any of Your Equipment, or advise Us to do so at Your expense, where Your Equipment does not meet any relevant instructions, standards or applicable law; and
 - 6.1.15. where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Your Users' access to the Service.
- 6.2. You shall not:
- 6.2.1. use a Service fraudulently or in connection with a criminal offence, or to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
 - 6.2.2. use a Service to access, transmit, publish, display, advertise or make available material which infringes copyright or any other intellectual property right held in any country, is obscene or pornographic, contains threats of any kind, is defamatory in any way or breaches confidence, which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;
 - 6.2.3. use a 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;
 - 6.2.4. use a Service in a manner which conflicts with any accepted industry guidelines, practices, codes or memoranda of understanding and in any case so as to cause any impact upon Our business relations and/or reputation with Our suppliers, partners, contractors and/or customers;
 - 6.2.5. use a Service to: (i) transmit or distribute material that contains any viruses, trojan horses, worms or corrupted files; (ii) launch a DDoS attack or any other form of attack; or (iii) take any other action that may damage the operation of another person's computer, system or network; or
 - 6.2.6. disclose and/or give any login code, password, PIN and/or pass card assigned or issued by Us in connection with a Service to any unauthorised person.
- 6.3. You will carry out the Acceptance Tests for the Service within five Business Days after receiving notice from Us that the Service is ready for testing.
- 6.4. The Service is accepted by You if, within five Business Days after We have provided the notice in accordance with clause 6.3:
- 6.4.1. You confirm acceptance of the Service in writing to Us; or
 - 6.4.2. You do not notify Us that the Service is not accepted.
- 6.5. Where Acceptance Tests are undertaken in respect of the Service, the Service Commencement Date will be the earlier of the following:
- 6.5.1. the date that You confirm or We deem acceptance of the Service in writing in accordance with clause 6.4; or
 - 6.5.2. the date of the first day following the successful completion of the Acceptance Test.
- 6.6. If, during the Acceptance Test, You provide Us with notice that the Acceptance Tests have not been passed, We will remedy the non-conformance without undue delay and provide You with notice that We have remedied the non-conformance and inform You of the revised Service Commencement Date, subject to any further Acceptance Tests.

7. PROVIDER INDEPENDENT RESOURCES

If You require Provider Independent Resources ("PIR") with the Service:



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- 7.1. You will respond to any information requests from Us in order for Us to keep registration records up-to-date;
- 7.2. You will ensure that up-to-date registration data is provided to Us and You agree that some or all of this registration data is published in the applicable Regional Internet Registry's database;
- 7.3. You will not assign any of the PIR to a third party;
- 7.4. You will pay any registration fees to Us that apply for the PIR;
- 7.5. if You cannot be contacted or do not pay any applicable registration fees to Us, the PIR will return by default to the applicable Regional Internet Registry;
- 7.6. Your use of PIR is subject to the applicable Regional Internet Registry's policies; and
- 7.7. if You do not follow any of the relevant Regional Internet Registry's policies, the PIR will return to the applicable Regional Internet Registry and We may terminate the Contract for material breach in accordance with the terms set out in these Conditions.

8. TELEPHONE AND ONLINE ORDERING

- 8.1. We may, at Our discretion, provide additional services to You in conjunction with or related to a 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.
- 8.2. 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 18.1 and without prejudice to the generality of clause 18.2) 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.

9. SUSPENSION OF A SERVICE

- 9.1. We may (without prejudice to any other right or remedy) suspend, limit or cancel a Service provided to You without penalty and with immediate effect:
 - 9.1.1. during any technical failure, modification or maintenance of a Service or where We are unable to provide a 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 a Service as soon as reasonably practicable;
 - 9.1.2. if You fail to observe or perform the Conditions;
 - 9.1.3. if We have reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally;
 - 9.1.4. where Your actions: (i) threaten the integrity of Our network or the network of a third party through or by which We provides the Service to You; or (ii) jeopardise any service by Us to any of Our customers; or
 - 9.1.5. 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 a Service (including, but not limited to, name, address, telephone numbers, and bank and credit or debit card information) when You applied for a Service or thereafter or that You have failed to tell Us if any of these details have changed.
- 9.2. Notwithstanding any suspension, limitation or cancellation of a 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.

10. SERVICE CHARGES AND PAYMENTS

The following types of Service Charges apply to the Service:

- 10.1. Set-up fee: the Connection Charge as specified in the applicable Application Form or Rate Card.
- 10.2. Migration: a one-time fee for the migration of a Service between Access types as described in the applicable Rate Card.
- 10.3. Upgrade: a one-time fee to increase the speed of the Service, subject to the available Access speed, as described in the applicable Rate Card.
- 10.4. Relocation: a one-time fee for internal or external moves of the Service as described in the applicable Rate Card.
- 10.5. Recurring Charges: the Service Charges payable by You each month depending on the Service selected by You and as subject to the Minimum Contract Period as stated in the Rate Card or Application Form. Such Service Charges are payable either in advance or in arrears as stated in the Rate Card or Application Form.
- 10.6. Non-Standard Charges, where applicable.



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- 10.7. Usage Service Charges, also known as the Usage-Based Plan: the Service Charges payable by You each month based on: (i) Your Usage; and/or (ii) any fixed service selected by You and provisioned by Us, as set out in the applicable Rate Card. You will pay in advance the monthly Service Charge for the agreed Usage as set forth in the Application Form (the “**Base Usage**”), and will pay Service Charges for any Usage in excess of the Base Usage in arrears.
- 10.8. We will use the following procedure each calendar month to determine the applicable monthly Service Charges for a Usage-Based Plan:
 - 10.8.1. We will measure the inbound and outbound traffic on the Service each month;
 - 10.8.2. We will take the 95th percentile of the total monthly traffic measured in Mbps;
 - 10.8.3. If the 95th percentile does not exceed the Base Usage, then no additional Usage Service Charge will be applied;
 - 10.8.4. If the 95th percentile exceeds the Base Usage, then We will charge a Usage Service Charge at the Mbps rate as stated in the Rate Card for the amount of bandwidth between the Base Usage and the 95th rate. For example, if the Base Usage is 100Mbps and the 95th percentile is 300Mbps then We will charge the Service Charge for the Base Usage of 100Mbps as stated in the Application Form and the additional Usage Service Charge will be 200Mbps at the applicable rate per Mbps in the Rate Card.
- 10.9. Service Charges for Optional Services: the Service Charges payable by You each month for Optional Services will depend on the Optional Service selected by You. Such Service Charges are payable either in advance or in arrears as stated in the Application Form or Rate Card.
- 10.10. For the Service and orders for Optional Services on or after the Service Commencement Date, We will deliver an Invoice for: (a) the first month’s Service Charges for the Service (adjusted pro-rata for the remainder of the then-current calendar month if the Service Commencement Date does not fall on the first day of a calendar month); (b) the first month’s Service Charges for Optional Services, if applicable (adjusted pro-rata for the remainder of the then-current calendar month if the Service Commencement Date does not fall on the first day of a calendar month); and (c) any set-up fee, if applicable. Each subsequent month, We will deliver an Invoice for:
 - 10.10.1. the Service Charges;
 - 10.10.2. the Service Charges for Optional Services; and/or
 - 10.10.3. any additional Usage Service Charges.
- 10.11. The Charges, and any additional charges payable under or in connection to the Contract, are exclusive of GST, VAT, customs charges and duties (or other applicable tax, charge or duty in a jurisdiction outside the United Kingdom), which shall be paid by You in the amount and manner prescribed by law. Each of Us and You shall be responsible for its own income taxes and corporate taxes.
- 10.12. Unless otherwise set out in the Application Form, the due date for payment of any Invoice will be within 30 days of the date of the Invoice.
- 10.13. 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).
- 10.14. We may include in any Invoice amounts properly payable in respect of unpaid amounts outstanding from a previous billing period which were not previously invoiced for technical or other reasons. Where We make a claim for such unpaid amounts, such Invoice must be raised and presented for payment within 12 months of the date that the Services were originally rendered and must contain such necessary information required to identify the Charges for the Services referred to therein and be presented in the same format (and with the same information) as usual Invoices raised in accordance with the billing procedures set out in this clause.
- 10.15. Your failure to collect any amount from any of Your customers or end users shall not constitute a legitimate reason for non-payment of an Invoice and We shall not be liable for any amount which You fail to collect from Your customers or end users.
- 10.16. We will charge a Late Payment Fee on any balances which remain unpaid after the due date.
- 10.17. We may invoice You for investigation of an Incident that has been reported to Us and where We find no Incident or that the Incident is caused by something for which We are not responsible under these Conditions or the Contract.
- 10.18. If You cause an unreasonable delay during installation of any JT Equipment required for the delivery of the Service, We will charge You the Service Charges for the Service as if We had fully installed the Service from the scheduled Service Commencement Date. An unreasonable delay includes a situation where You fail to grant any of Our

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employees, agents or contractors access to the Premises to commission the Service within five Business Days after Our request for access.

- 10.19. Where You have agreed to Non-Standard Charges and subsequently submitted a request to cancel the element(s) of the Service subject to the Non-Standard Charges, You will pay the full cost of any relevant work that has been incurred prior to the cancellation request being received by Us. We will notify You of such costs within a reasonable time after receiving the cancellation request, and include such costs in the next monthly Invoice.
- 10.20. For the purposes of credit referencing and fraud prevention, We reserve the right from time to time during the term of the Contract to:
- 10.20.1. 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 a Service and/or to continue to provide a Service to You;
 - 10.20.2. 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;
 - 10.20.3. 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
 - 10.20.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

11. CHANGES TO SERVICE

- 11.1. Throughout the term of a Contract, You may request an increase or decrease of the Service (an “Upgrade”), subject to the limits defined by the size of the Access and the bandwidth increments allowed for the specific Access and/or JT DIA Bandwidth combination.
- 11.2. Any Upgrade will be chargeable and will operate for a minimum period of five Business Days before You may make any further requests.
- 11.3. Where a requested Upgrade is beyond the capacity of Your current Access, then:
- 11.3.1. an Access Upgrade will be provided up to the port speed of the current Access; or
 - 11.3.2. where the port speed would be exceeded, a new connection is required for a higher speed Access circuit. For example, Upgrades on a 1Gbps Access are only possible up to 1Gbps. Upgrades of both the Access and JT DIA Bandwidth beyond 1Gbps will require a new connection of a 10Gbps Access to provide the Service.
- In these scenarios, the relevant Connection Charge(s) and a new Minimum Contract Period of 12 months will apply.
- 11.4. Throughout the term of the Contract, You may request a location move, either internally within the current Premises, or externally to new Premises. All moves are subject to a survey which will confirm acceptance of the move, whether an internal move or an external move, subject to the following:
- 11.4.1. internal moves are subject to a time and materials charge; and
 - 11.4.2. external moves are subject to a relocation charge and a new Minimum Contract Period at the new Premises.
- 11.5. We may from time to time vary the Conditions and Product Description applicable to a 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 Publish notice of such variation.
- 11.6. Subject to clause 11.9 below, We may vary all or any of the Service Charges:
- 11.6.1. in accordance with the schedule of increases to the Service Charges where applicable to Your Contract, as specified in the Application Form or Rate Card; or
 - 11.6.2. by providing You with an updated Rate Card, such variation to have immediate effect unless stipulated otherwise.
- 11.7. We may increase any or all of the Service Charges by updating the Rate Card where the increase is directly referable to the introduction of, or increase in, any direct tax or other government duty or levy of whatever description. Such variation shall have immediate effect as of the date of the publication of the variation or on such later date that may be specified in the notice.
- 11.8. We will apply an annual increase to the Service Charges paid by You under a Contract based on the annual percentage increase (if any) in the All Items Retail Prices Index (RPI) as published by Statistics Jersey or the "all items" RPI as published by the States of Guernsey Data and Analysis Team (as applicable). The increase will be

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calculated on the basis of the December RPI figure published by the relevant island authority in January of each year (<https://www.gov.je/StatisticsPerformance/BusinessEconomy/Pages/Inflation.aspx> and <https://gov.gg/rpi>) and will be applied to the Rate Card in March/April of that year.

- 11.9. We shall give a Relevant Subscriber not less than 2 calendar months' notice of any increase in the Service Charges (other than an increase made pursuant to clause 11.6.1 applicable to that Relevant Subscriber's Contract, clause 11.7 or 11.8) by providing the Relevant Subscriber with a revised copy of the Rate Card, such variation to have effect on the date specified in the notice.
- 11.10. Other than as stated above any variations to the Contract shall be made in writing by You and Us and signed by duly authorised officers of the same.

12. CANCELLATION CHARGES

Unless stated otherwise in the relevant Application Form, if You cancel a Application Form, or part of it, at any time before the Service Commencement Date, Cancellation Charges will be payable as follows:

- 12.1. where We have not commenced the installation work or notified You of the Service Commencement Date, no Cancellation Charges shall apply;
- 12.2. where You give notice to cancel the Service after We have commenced the installation work and/or notified You of the Service Commencement Date, but not completed delivery of the Access, then We shall charge 50% of each Connection Charge;
- 12.3. where You give notice to cancel the Service after We have completed delivery of the Access but prior to the Service Commencement Date, We shall charge You 100% of each of the Connection Charges;
- 12.4. for services using dual Access diverse for resilient delivery, Cancellation Charges apply per Access; and
- 12.5. in addition to clauses 12.1 to 12.4 above, We may charge You any additional charges (including Non-Standard Charges) for costs reasonably incurred by Us in preparation of the installation.

13. INSTALLATION, MAINTENANCE AND SUPPORT

- 13.1. We will:
 - 13.1.1. where applicable, arrange for a survey to be conducted to confirm the availability of a suitable Access to the Premises. If the survey identifies that additional engineering work is required to provide a suitable Access to the Premises, then Non-Standard Charges may apply and We will provide a new quote detailing the additional Non-Standard Charges payable for the additional engineering work required;
 - 13.1.2. if, pursuant to clause 13.1.1 above, You: (a) accept the quote, We will deliver the Services to the Premises following the completion of any additional engineering works; or (b) do not accept the quote, We will cancel the existing Application Form for the provision of the Services to the affected Premises and We will have no obligation to provide the Service;
 - 13.1.3. provide You with the Service Commencement Date and will use reasonable endeavours to meet any requested Service Commencement Date. Where We cannot provide a specific Service Commencement Date at the time of execution of an Application Form, We will provide You with an estimated date and confirm the specific Service Commencement Date at the earliest practicable opportunity;
 - 13.1.4. not be liable for failure to or delay in supplying the Service: (a) if another supplier delays or refuses the supply of a telecommunications service to Us and no alternative service is available at reasonable cost; or (b) We are prevented by restrictions of a legal or regulatory nature from supplying the Service;
 - 13.1.5. configure the Service prior to the Service Commencement Date;
 - 13.1.6. conduct a series of standard tests on the Service to ensure that it is configured correctly;
 - 13.1.7. configure the JT Equipment and the Access so that traffic can be transmitted and We will conduct a set of standard tests on the JT Equipment;
 - 13.1.8. on and from the Service Commencement Date, respond to and use reasonable endeavours to remedy an Incident without undue delay if We detect, or You report, an Incident on Our network; and
 - 13.1.9. respond to an Incident by carrying out one or more of the following actions:
 - (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by You;
 - (b) where possible, carrying out diagnostic checks from Our premises;
 - (c) visiting the Premises if Our action does not result in the fault being diagnosed or cleared, and where We consider such a visit is necessary; and

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- (d) working with the relevant supplier to restore the Service as soon as practicable during Business Hours.
- 13.2. We may carry out maintenance from time to time, including equipment firmware updates, and will use reasonable endeavours to inform You:
 - 13.2.1. at least five Business Days before any planned maintenance on Our network and/or on the JT Equipment, however, We may inform You with less notice than normal where maintenance is required in an emergency; or
 - 13.2.2. without undue delay for scheduled maintenance by the relevant supplier.
- 13.3. In the event of a security breach affecting the Service, We may:
 - 13.3.1. require You to change any or all of its passwords;
 - 13.3.2. for operational reasons, change the technical specification of the Service and/or the codes or numbers used by Us for the provision of the Service, provided that any change to the technical specification does not materially affect the performance of the Service and provided that We give You as much prior notice as reasonably possible.
- 13.4. Occasionally, We may need to perform emergency or unscheduled maintenance. Maintenance activities may cause interruptions to the Service, although We will use reasonable endeavours to inform You in advance of any maintenance-related Service interruptions and their likely duration. Scheduled and emergency maintenance are not considered Availability Downtime or subject to the Service Credits set forth in clause 14.
- 13.5. In addition to any other suspension rights We have in these Conditions or the Contract, We may restrict or suspend the Service if We need to protect the integrity or security of Our network.
- 13.6. From the Service Commencement Date, You will:
 - 13.6.1. ensure that Your Users report Incidents to the Support Representatives and not to the Service Desk; and
 - 13.6.2. ensure that a Support Representative will take Incident reports from its Users, pass these to the Service Desk using the reporting procedures provided by Us, and is available for all subsequent Incident management communications.
- 13.7. Where You become aware of an Incident, a Support Representative will report it to the Service Desk. We shall provide contact details of the Service Desk to You, as may be amended from time to time.
- 13.8. In respect of any Incident:
 - 13.8.1. We will give You a confirmation that the Incident has been reported (a “Ticket”);
 - 13.8.2. We will inform You when We believe the Incident has been cleared;
 - 13.8.3. We will close the Ticket when:
 - (a) You confirm that the Incident is cleared within 24 hours after having been informed; or
 - (b) You have not responded within 24 hours after We notified You that the Incident has been cleared; and
 - 13.8.4. where You inform Us within 24 hours of the notice, the Ticket will remain open, and We will continue to work to resolve the Incident.

14. SERVICE AVAILABILITY

- 14.1. Service Level: Subject to clause 14.2, Our Target Response Time is 30 minutes, and Target Resolution Time is 8 hours.
- 14.2. The Service Level is available 24 hours per day, 7 days per week (24x7), provided that We have access to Your Premises during that time. If You do not provide Us with access to the affected Premises 24x7, then the Service Level will apply during Business Hours only.
- 14.3. You may be entitled to Service Credits. Failure to meet Service Levels is not a breach of the Contract by Us and Service Credits given in respect of Availability (as described in clause 14.4 below) are Your sole and exclusive remedy and Our sole and exclusive liability for Our failure to meet the Service Levels.
- 14.4. We will provide the Service with 100% availability at all times (“Availability”) from the Service Commencement Date. If there is a Qualifying Incident, You may claim Service Credits as follows:
 - 14.4.1. the Service Credits will be paid as a reduction to the Service Charges for the JT DIA Bandwidth element of the Service only, provided that You report the Qualifying Incident and claim for Service Credits in accordance with this clause 14;
 - 14.4.2. where the Availability Downtime is less than or equal to 8 hours, We will apply Service Credits equivalent to one day's Service Charges for the JT DIA Bandwidth per hour of Availability Downtime for that Service;



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- 14.4.3. one day's Service Charges shall be calculated as 1/30th of the Service Charges for JT DIA Bandwidth for the relevant month, regardless of the actual number of days in that month (a "Credit Day");
- 14.4.4. for the purpose of calculating the Availability Downtime, a fraction of one hour will be rounded up to the nearest hour;
- 14.4.5. the maximum Service Credits payable is capped at: (a) eight Credit Days per month; and (b) 30 Credit Days per calendar year;
- 14.4.6. where You have opted for diverse Optional Services and experience a Qualifying Incident, We will, in accordance with this clause 14, apply a reduction to the Service Charges for the JT DIA Bandwidth only; and
- 14.4.7. if a Qualifying Incident occurs, We will measure and record the Availability Downtime using Our systems starting from:
 - (a) when You report a Qualifying Incident; or
 - (b) if We require access to the affected Premises to repair the fault, when You first grant Us access to such Premises,whichever is the later, and ending when Availability is restored.
- 14.5. You must report a Qualifying Incident within two days of experiencing the Qualifying Incident by telephone to the Service Desk.
- 14.6. You must request any applicable Service Credits within 28 days of Our verifying a Qualifying Incident by providing details of the reason for the claim, the relevant Ticket number and the relevant reference number by email to corporate.solutions@jtglobal.com. Any failure by You to submit a request in accordance with this clause 14.6 will constitute a waiver of any claim for Service Credits in that month.
- 14.7. Upon receipt of a valid request for a Service Credit, We will issue You with the applicable Service Credit by deducting that Service Credit from Your Invoice within two billing cycles of the request being received; provided that following expiry or termination of the Contract where no further Invoices are due to be issued by Us, We will pay any outstanding Service Credits within a reasonable period of time.
- 14.8. You must notify Us in writing within two months of the date of Our Invoice if there is a dispute concerning the application by Us of the Service Credits shown on the Invoice concerned.
- 14.9. Availability and Service Credits will be calculated in accordance with information recorded by Us.
- 14.10. The Service Levels under these Conditions will not apply, and no Service Credits will be payable in respect of Availability Downtime:
 - 14.10.1. where a term in the Contract excusing Our liability applies;
 - 14.10.2. during any trial period of the Service;
 - 14.10.3. if You cause a delay or does not provide any requested information in accordance with any reasonable timescales We require;
 - 14.10.4. to any Incident not reported in accordance with the Contract including these Conditions;
 - 14.10.5. where You make a claim for any failure of the Service within the first 30 calendar days of a new installation or re-configuration of the existing Service;
 - 14.10.6. where the failure of the Service is a result of any suspension of the Service under the provisions of the Contract;
 - 14.10.7. where the Incident is due to a fault on Your network or equipment configuration, or on Your side of the JT Equipment ;
 - 14.10.8. where a fault on Our network is due to action taken by You;
 - 14.10.9. where faults and delays in the delivery of the Service reported by You are not observed or confirmed by Us;
 - 14.10.10. where disruptions occur within a pre-notified engineering works window;
 - 14.10.11. where the failure of the Service is due to a DDOS attack;
 - 14.10.12. where Service is affected by Our intervention to protect against a DDOS attack; and
 - 14.10.13. if You have not complied with the Contract or if Your access fails due to suspension of the Service for breach of Contract by You.

15. RESELLER TERMS AND CONDITIONS

- 15.1. You acknowledge and agree that the Contract for the provision of the Service is between You and Us and that where You, utilising the Service, enter into contracts with Your customers, You will remain responsible to Us under



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the Contract and acknowledges that any contracts You have with such customers for the provision of the Services or other services utilising the Service are entirely Your responsibility.

- 15.2. You shall include in Your contracts with Your customers conditions of use equivalent to those set out in the Contract (including these Conditions), and provide a support function for the provision of support to Your own customers connected to Your network who will be required and directed to use this route to report all Incidents, queries and complaints. We will have no responsibility for provision of support to Your customers.

16. TERMINATION

- 16.1. The Contract may be terminated immediately by Us without penalty to Us if You:
- 16.1.1. fail to satisfy Us with regard to any credit check undertaken in respect of You;
 - 16.1.2. fail to pay when due any sum payable under the Contract or any other agreement or contract made between You and Us;
 - 16.1.3. 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 enters into any composition with Your creditors in the Bailiwick of Jersey or elsewhere;
 - 16.1.4. 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;
 - 16.1.5. use a Service in a manner which is unsafe or which has not been approved by Us;
 - 16.1.6. use a Service fraudulently or in connection with a criminal offence;
 - 16.1.7. make improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of a Service;
 - 16.1.8. 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;
 - 16.1.9. connect equipment other than Type Approved Equipment to a Service; or
 - 16.1.10. enter into a contract with another telecommunications provider for part of a Service and such contract is suspended or terminated.
- 16.2. The Contract may be terminated by You if:
- 16.2.1. 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;
 - 16.2.2. We exercise Our 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
 - 16.2.3. We fail to observe or perform Our obligations under the Contract and fail to remedy such breach as soon as possible and in any event within 28 days after the date that You serve written notice on Us in relation to such breach, by giving Us written notice of such termination.
- 16.3. If We notify a Relevant Subscriber of an increase in the Service Charges pursuant to clause 11.9, the Relevant Subscriber may terminate its Contract immediately without penalty provided that the Relevant Subscriber gives Us written notice of its intention to terminate before the expiry of the 2-calendar month notice period.
- 16.4. Subject to clauses 1.2, 16.1, 16.2 and 16.3, 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 three calendar months' 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 You or Us to enforce any term hereof which right has accrued prior to the effective date of termination.
- 16.5. Where the Service is due to terminate or expire in accordance with the terms of the Contract, We and You will use reasonable endeavours to agree the actual date of termination of the Service. We will inform You if any additional input is required from You to terminate the Service.
- 16.6. On termination of the Service, We have the right to disconnect and remove any JT Equipment located at the Premises.

17. ASSIGNMENT

- 17.1. You may not assign the Contract without Our prior written consent.



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- 17.2. 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 You at least 28 days' prior notice save that We may subcontract the provision or repair of Telecommunications Apparatus without prior notice.

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

- 18.1. We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 18.2. Unless otherwise expressly agreed in writing by You and Us, 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 a Service except as provided in clause 18.1 above. Whilst We will use Our reasonable endeavours to maintain the quality of a Service and to ensure that a Service is available at all times We make no representation or warranty in relation thereto.
- 18.3. Without prejudice to the generality of clauses 18.1 or 18.2, We shall not be liable to You or to any other person for:
- 18.3.1. any defect in, poor quality of, unavailability, interruption or discontinuance of a Service or any website or email address;
 - 18.3.2. 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 Our care, custody or control) whether direct, indirect, foreseeable or unforeseeable; or
 - 18.3.3. Your use of a Service 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.
- 18.4. 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 a Service or otherwise and any such insurance cover shall be Your responsibility.
- 18.5. If any exclusion or limitation of liability contained in this clause is invalid and 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 1 event or series of events shall in any event be limited to the Service Charges paid or payable by You in respect of the 12-month period immediately prior to the event that gave rise to the liability.
- 18.6. Each provision of this clause shall operate independently of each other provision of this clause.
- 18.7. 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 a Service 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 all reasonable assistance to Us in defending such claims at Your sole expense.

19. 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.

20. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding a Service and contain the whole agreement between You and Us relating to a Service, unless specifically otherwise agreed in writing.



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21. NOTICES

- 21.1. 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.
- 21.2. 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.
- 21.3. Our address for correspondence in the Bailiwick of Jersey shall be No.1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 21.4. Our address for correspondence in the Bailiwick of Guernsey shall be East Wing, Trafalgar Court Les Banques, St Peter Port, Guernsey, GY1 3PP.

22. 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.

23. GOVERNING LAW

- 23.1. 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 You and We hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.
- 23.2. 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 You and We hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.

24. DATA PROTECTION

- 24.1. 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 at <https://www.jtglobal.com/global/privacy-policy/>.
- 24.2. 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.