

TERMS AND CONDITIONS

Post-Paid Mobile Telephone Service

These terms and conditions are important and should be read carefully. If You have any queries regarding the terms and conditions, please telephone 01534 882882 in Jersey or 01481 882882 in Guernsey or contact Us via www.itglobal.com. Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms and Conditions](#).

For the purposes of these terms and conditions “**Minimum Contract Period**” means (a) a period of 12 months from the commencement of the Contract or the term You sign up to in the Application Form; or (b) a period of 12 or 24 months as selected by You purchasing Your Equipment under a Pay Monthly Plan; or (c) a period of 1 month where You are not: (i) party to a Contract with Us which specifies a Minimum Contract Period; or (ii) purchasing Your Equipment by means of a Pay Monthly Plan; or (d) any remaining minimum contract period relating to a Service in the case where You have taken over that Service without break or without alteration of that Service by Us from another customer. “**Service**” means the provision to You of access to the Network, and that of other telecommunications network providers with whom We have Roaming agreements in place, by way of wireless telegraphy enabling two way transmission of speech or data, and such other services that We may choose to make available as part of a Service or any Service selected by You to be supplied by Us in the Application Form where these Conditions are stated to apply.

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 13.1, 13.2 and 13.3 hereunder the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated in accordance with clause 13.4 below.
- 1.3 Save where termination is notified by You to Us under clause 13.2 or 13.3 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 13 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 Notwithstanding clause 1.3 above, where You purchase Your Equipment under Our Pay Monthly Plan, You may terminate the Contract at any time during the Minimum Contract Period pursuant to clause 13.4 without penalty provided that You have paid to Us the full balance of the cost of Your Equipment owed to Us for the remainder of the Minimum Contract Period.
- 1.5 Nothing in this clause shall prevent either Us or You from terminating the Contract in accordance with clause 13 below.

2. VARIATION

- 2.1 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.
- 2.2 Subject to clause 2.5 below, We may amend, vary or add to all or any of the Service Charges:
 - (a) in accordance with the schedule of increases to the Service Charges where applicable to Your Contract, as Published at <https://www.itglobal.com/price-changes/>; or
 - (b) by Publishing any such variation in a schedule of tariffs, such amendment, variation or addition to have immediate effect unless stipulated otherwise.
- 2.3 We may increase any or all of the Service Charges by Publishing any such variation in a schedule of tariffs 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.
- 2.4 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 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 in March/April of that year.
- 2.5 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 2.2(a) (provided that such increase is in accordance with the

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schedule of increases applicable at the start of the Minimum Contract Period), 2.3 or 2.4) applicable to that Relevant Subscriber's Contract by Publishing any such variation in a schedule of tariffs, such variation to have effect on the date specified in the notice. If the Relevant Subscriber has a Pay Monthly Plan at the date that We gives such notice, We shall also provide that Relevant Subscriber with written notice of the outstanding balance owed to Us by that Relevant Subscriber for the remainder of the relevant Pay Monthly Plan that the Relevant Subscriber will be required to pay to Us if the Relevant Subscriber wishes to terminate its Contract pursuant to clause 13.3.

- 2.6 Other than as stated above any variations to the Contract shall be made in writing by Us and signed by a duly authorised officer of the same.
- 2.7 Save as herein expressly provided none of Our servants or agents 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.
- 2.8 In the event that the British Pound Sterling suffers a currency devaluation as a result of an adverse change in applicable foreign exchange rates, and this devaluation directly impacts and increases Our costs in providing the Service, We reserve the right to adjust the Service Charges in order to take account of that increase in Our costs.

3. SERVICE

- 3.1 A Service does not include the provision of Your Equipment unless specified as part of a selected product offering as advertised. If Your Equipment is provided by Us as part of a Service, then Our Equipment Rental Terms will apply to Your Equipment. Where Your Equipment is purchased separately or by means of Our Pay Monthly Plan, Our Equipment Purchase Terms and Conditions will apply.
- 3.2 Where part or parts of a Service will be provided and/or supported by a telecommunications provider other than Us or an Other Operator, We shall not be responsible for those parts so provided.
- 3.3 We reserve the right to vary the technical specification of a Service at any time.
- 3.4 We will provide Your SIM Card such that Your Equipment will be automatically updated with relevant Network settings whenever You replace Your Equipment used to access a Service.
- 3.5 We will deliver a Service to You using the most appropriate method, medium or technologies as decided by Us at Our sole discretion.
- 3.6 Your Equipment must be Type Approved Equipment.
- 3.7 We reserve the right without penalty to alter the names, codes or numbers allocated from time to time by Us for use in connection with a Service and all and such addresses, names, codes or numbers remain Our property.
- 3.8 We do not guarantee that a Service will enable You to make a Call to all destinations available on the Network or that a Call can be made to the access numbers associated with a Service from all points of access to the Network.
- 3.9 We do not guarantee that all facilities accessible via the Network will be available to You. In addition, We are only responsible for certain elements of the Network and We will only be held liable for failure to operate those aspects of the Network in accordance with Our obligations under the Conditions.
- 3.10 Where You comprise more than one person, We reserve the right to provide information with respect to a Service provided to You to any of the persons named in the Application Form or, where an order for a Service is made by You to Us by telephone or On-line, any of the person(s) named when the order for a Service was communicated to Us.
- 3.11 We reserve the right to disclose Your name, telephone and/or facsimile numbers and/or email address to any person making any complaint or enquiry in relation to use of the Service, or in an emergency, to the emergency services.
- 3.12 You acknowledge that We are unable to exercise control over the content of data accessed, transmitted or published by You and You undertake to use a Service only for lawful purposes.
- 3.13 For reasons beyond Our control, there is a risk that communications made using a Service may be unlawfully intercepted or accessed by someone other than the intended recipient. Further, We have no control over the security of third party networks. As the Internet is not a secure environment, unwanted programs or material may be downloaded without Your knowledge. These programs may perform actions that You have not authorised and possibly without Your knowledge. You are responsible for protecting Your equipment and data against these types of programs, which come mainly in the form of viruses - trojans and worms - and spyware.
- 3.14 We are not responsible for the content of any material made available and/or accessible by use of a Service.

4. YOUR DETAILS AND DATA PROTECTION

- 4.1 You may, by notifying Us in writing or by telephone, request that Your details are published (or "Listed") in the Directory, On-line (including, but not limited to the Internet), in an App or to make the same available to third parties for related services or through Directory Services. Or, where You were previously Listed, We shall remove the reference as soon as reasonably practicable.
- 4.2 Unless notified in accordance with clause 4.1 above, You will not be Listed in the Directory, On-line (including, but not limited to, the Internet) or in an App.

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

5. SUSPENSION OF A SERVICE

- 5.1 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:
- (a) 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;
 - (b) if You fail to observe or perform the Conditions;
 - (c) if We have reasonable grounds to suspect that Your SIM Card is or may be being used fraudulently or otherwise illegally;
 - (d) where We, in Our sole opinion, suspect or have reasonable grounds to suspect that the flow of Calls made using a Service to any particular destination is disproportionate or abnormal compared to the flow of Calls that would be expected from a normal user of a Service;
 - (e) where We know or suspect Your Equipment to have been obtained illegally; or
 - (f) 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, current and previous address(es), date of birth, telephone numbers, employment information 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.
- 5.2 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 determines otherwise but You shall not be liable for any Service Charges for any period beyond a 7-day period of suspension or limitation or the 7th day of cancellation.

6. CHARGES AND PAYMENT

- 6.1 The Service Charges shall comprise
- (a) any connection charge for a Service, whether initial or after suspension, limitation or cancellation;
 - (b) any rental charge (payable in advance) for a Service where such charges depend on the relevant service options selected in the Application Form;
 - (c) charges for Calls made or other services accessed while using Your SIM Card whether on the Network or whilst Roaming; and
 - (d) the cost of any Calls made to Your SIM Card whilst Roaming.
- 6.2 In addition to charging GST in respect of the supply of Services, We will, where applicable, charge You GST in respect of the supply of other goods and/or services under this Contract and You will pay that amount in addition to the charges for those other goods and/or services.
- 6.3 Where You name more than 1 person on the Application Form upon commencement of the Service or thereafter, liability for the Service Charges and/or any additional sums relating to a Service shall be joint and several.
- 6.4 Where You request additional services to be used in conjunction with a Service, We may charge additional sums. Such services include, but are not limited to: Operator Services, Full Call Itemisation, Fax/Data calls, Calling Line Identity, Voicemail and additional Directory entries.
- 6.5 Where You request work to be carried out which is not included in the Service Charges, We may charge additional sums. We will, for example, make extra charges where:
- (a) We repair any of Your Equipment where such repair is not covered by any other agreement between Us and You;
 - (b) We respond to a fault report and no fault is found to exist;
 - (c) repair of a fault reported by You is made more difficult or costly by breach of Your obligations under the Contract; or
 - (d) We correct any defect or fault caused by You or anyone using a Service;
- 6.6 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).
- 6.7 We reserve the right to request the payment of a surety deposit from You, such surety deposit to be used by Us in the event that the Service Charges are not paid by You pursuant to clause 6.6. We will repay any such surety deposit

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to You when You have established a satisfactory payment history for a Service at Our sole determination or when a Service is terminated, and all Service Charges are fully paid by You.

- 6.8 We reserve the right to charge an administration fee in addition to the Service Charges where: (i) You choose to receive a paper copy of a bill; and/or (ii) You pay the Service Charges in a bill by any payment method other than by Direct Debit.
- 6.9 We will charge a Late Payment Fee on any balances which remain unpaid after the due date.
- 6.10 For the purposes of credit referencing and fraud prevention, We reserve the right from time to time during the term of the Contract to:
- (a) make searches about You at credit reference agencies and elsewhere to verify Your identity and to help Us to decide whether to accept Your application for a Service and/or to continue to provide a Service to You;
 - (b) use (and share with debt collection agencies and appropriate authorities) Your details for the purpose of collecting debts, preventing and detecting fraud and seeking to recover damages and costs arising from fraud or other unlawful activity on Your part;
 - (c) record, and pass to the appropriate authorities, details of any false or inaccurate information provided by You or where We suspect fraud or any other unlawful or improper activity on Your part; and
 - (d) pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

7. YOUR OBLIGATIONS

7.1 You shall:

- (a) 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;
- (b) comply with Our reasonable requests for assistance in order to diagnose existing or potential faults;
- (c) only use Type Approved Equipment for the purpose of utilising a Service;
- (d) use Your Equipment in accordance with the manufacturer's and/or Our recommendations;
- (e) keep any login code and/or password and/or PIN assigned by Us or otherwise for use of a Service secure and not disclose the same to any unauthorised person;
- (f) immediately notify Us should You know or suspect that:
 - (i) a login code and/or password and/or PIN has been obtained by any unauthorised person;
 - (ii) unauthorised access to Your Equipment, either physical or otherwise is being or has been made;
- (g) be responsible for all and any charges of any nature that may be incurred by Us as a result of any use, authorised or not, of the login code and/or password and/or PIN;
- (h) be responsible for all damage or loss caused to Us or third parties by misuse of a Service other than due to the acts or omissions of Us, Our employees, agents and/or subcontractors;
- (i) take all appropriate measures to safeguard the security of data sent by means of a Service;
- (j) promptly advise Us in writing of any change of billing address, contact address or contact number; and
- (k) promptly advise Us if the SIM Card is, or is reasonably suspected to be, lost or stolen.

7.2 You shall not on Your own or otherwise:

- (a) sell, transfer or assign any of the telephone numbers associated with a Service to any other party without Our prior written agreement;
- (b) 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;
- (c) 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;
- (d) 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 other users of any telecommunications system; or
- (e) translate, adapt, vary, modify, decompile or reverse engineer any of the applications including firmware provided with, or in association with, a Service.

8. ASSIGNMENT

- 8.1 You may not assign the Contract without Our prior written consent.
- 8.2 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

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Network infrastructure without prior notice to You.

9. 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.**

- 9.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 9.2 Unless otherwise expressly agreed in writing by You and Us (in a service level agreement or otherwise), We shall not be liable to You or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of a Service except as provided in clause 9.1 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.
- 9.3 Without prejudice to the generality of clauses 9.1 or 9.2, We shall not be liable to You or to any other person for:
 - (a) any defect in, poor quality of, unavailability, interruption or discontinuance of a Service or any website or email address (and without prejudice to the generality of the foregoing and clause 9.1 and 9.2, We shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 days);
 - (b) any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or consequential loss (including but not limited to loss or damage to data, equipment or property even if in Our care, custody or control) whether direct, indirect, foreseeable or unforeseeable;
 - (c) the non-delivery or non-receipt of an email or other message;
 - (d) the security of any information accessed or delivered;
 - (e) any viruses including but not limited to trojans and worms;
 - (f) failure by You to use a Service and any product supplied with it for the purpose for which it was designed; or
 - (g) 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.
- 9.4 We are not responsible for maintaining any insurance cover of any nature to cover any loss by You or any other party arising from the provision or unavailability of a Service or otherwise and any such insurance cover shall be Your responsibility.
- 9.5 If any exclusion or limitation of liability contained in this clause is invalid and 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 payable by You for the Minimum Contract Period.
- 9.6 Each provision of this clause shall operate independently of each other provision of this clause.
- 9.7 You agree to indemnify Us and hold Us harmless in respect of all costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim brought against Us by any third party located in any jurisdiction arising from any use of 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.
- 9.8 You acknowledge and accept that provision of a Service and the use of mobile telephone handsets and other personal communication devices to access the Service involves the propagation of and exposure to radiofrequency radiation, which may be harmful. We do not accept liability to You or anyone with respect to the effects of the same.

10. FORCE MAJEURE

We shall not be liable in respect of any breach of the Contract due to any cause beyond Our reasonable control including (but without limitation): act of God, pandemic, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of Government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of a Service or upon which We rely in order to provide any part of a Service) and national and/or civil emergencies.

11. 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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12. NOTICES

- 12.1 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.
- 12.2 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.
- 12.3 Our address for correspondence in the Bailiwick of Jersey shall be No.1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 12.4 Our address for correspondence in the Bailiwick of Guernsey shall be East Wing, Trafalgar Court Les Banques, St Peter Port, Guernsey, GY1 3PP.

13. TERMINATION

- 13.1 The Contract may be terminated immediately by Us without penalty to Us if You:
 - (a) fail to satisfy Us with regard to any credit check undertaken in respect of You;
 - (b) fail to pay when due any sum payable under the Contract or any other agreement or contract made between You and Us;
 - (c) 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;
 - (d) are declared *en désastre* or pass any special resolution to enter into voluntary liquidation or are placed into compulsory liquidation by act of the Royal Court of Guernsey or a summons or process is served upon You with the intent of obtaining any such order or You become bankrupt or otherwise commit any act indicative of or analogous to insolvency under the law of any jurisdiction or enter into any composition with Your creditors in the Bailiwick of Guernsey or elsewhere;
 - (e) fail to observe or perform the Conditions or the conditions of any other agreement or contract made between You and Us and fail to remedy such breach as soon as possible and in any event within 28 days after the date that We serve written notice on You in relation to such breach;
 - (f) use a Service in a manner which is unsafe or which has not been approved by Us;
 - (g) use a Service fraudulently or in connection with a criminal offence;
 - (h) 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;
 - (i) make improper use, within the meaning of Article 16(1) of the Telecommunications (Bailiwick of Guernsey) Law 2001, or any amendment or supervening law thereto, of a Service;
 - (j) do or allow to be done anything which in Our opinion will or may have the effect of jeopardising the operation of the telecommunications system provided by Us to any of Our customers;
 - (k) connect equipment other than Type Approved Equipment to a Service; or
 - (l) enter into a contract with another telecommunications provider for part of a Service and such contract is suspended or terminated.
- 13.2 The Contract may be terminated by You if:
 - (a) We unreasonably exercise Our rights of variation or suspension under the Contract, by You giving written notice to Us within 14 days of the notice of variation or suspension;
 - (b) We exercise Our rights of variation of the technical specification of a Service such that performance of the same is materially degraded, such termination to be on 14 days' written notice without further obligation; or
 - (c) We fail to observe or perform Our obligations under the Contract and fail to remedy such breach as soon as possible and in any event within 28 days after the date that You serves written notice on Us in relation to such breach, by giving Us written notice of such termination.
- 13.3 If We notify a Relevant Subscriber of an increase in the Service Charges pursuant to clause 2.5, the Relevant Subscriber may terminate its Contract immediately without penalty provided that:
 - (a) the Relevant Subscriber gives Us written notice of its intention to terminate before the expiry of the 2-calendar month notice period; and
 - (b) the Relevant Subscriber pays to Us the full balance of the cost of Your Equipment owed to Us under a Pay Monthly Plan (if applicable) in accordance with clause 1.4 within 30 days of the Relevant Subscriber giving Us written notice of its intention to terminate.
- 13.4 Subject to clauses 1.2, 13.1, 13.2 and 13.3 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; at least 1 calendar

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month's notice prior to the effective date of the purported termination of the Contract is required by either You or Us 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..

14. 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.

15. GOVERNING LAW

15.1 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.

15.2 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.

16. TELEPHONE AND ONLINE ORDERING

16.1 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 via our website at shop.itglobal.com.

16.2 We will use reasonable endeavours to ensure that instructions purporting to be from You are indeed from You or a person authorised to act on Your behalf and will be entitled to accept confirmation during the course of the telephone instructions that the person giving the instructions is in fact You or is authorised to act on behalf of, and to bind, You without being required to carry out any further investigations or make any further enquiries. However, provided that We have acted in good faith, We (other than as provided in clause 9.1 and without prejudice to the generality of clause 9.2) 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.

16.3 You acknowledge and accept that You are responsible for ensuring that all information provided to Us by You when ordering a Service or any relevant additional services by telephone or On-line is accurate, complete and not misleading in any way whatsoever and We shall be entitled to accept that such information is accurate, complete and not misleading.

16.4 Except as provided in clause 9.2 and without prejudice to the generality of clause 9.3, We accept 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 or On-line instructions received by Us and You shall be responsible for all and any sums payable under these Conditions.