

# TERMS AND CONDITIONS

## PROFESSIONAL AND ENGINEERING SERVICES

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.itgglobal.com](http://www.itgglobal.com). Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions terms and conditions](#).

## DEFINITIONS

**Minimum Contract Period** means the period applicable to the Service as defined in the Application Form. **Service** means the professional and engineering services delivered by Us or Our third party, provided to You in respect of a range of Underlying Services, in each case more fully described in the applicable Product Description(s) and scope within the Application Form. This forms the Service Boundary and excludes the relevant Underlying Service. **Service Boundary** means the limit of the Service scope as detailed in the applicable Application Form. **Service Commencement Date** means the date indicated in the applicable Application Form from when We will commence providing the Service being either: (i) a calendar date; or (ii) the occurrence of an event or completion of a milestone. **Third Party Software Terms** means the terms and conditions which govern software components of the Service licensed to Us by other companies and required to be accepted by You as part of the Agreement, including end user licence terms applicable to Your use of Third Party Software.

### 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) the date that 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 and 16.2 hereunder the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated by either party in accordance with clause 16.3 below.
- 1.3 Save where termination is notified by You to Us under clause 16 below, if (a) You terminate the Contract during the Minimum Contract Period; or (b) pursuant to clause 4 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 You or Us from terminating the Contract in accordance with clause 16 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 one calendar month before any such variation is to take effect give written notice of all such variations On-line and/or at Our office(s) in Jersey and/or Guernsey as applicable and will also notify You in writing of any material variations.
- 2.2 Notwithstanding the above, We may vary all or any of the Service Charges by publishing any such variation at least one calendar month in advance in a schedule of tariffs to be displayed and/or available at Our office(s) in Jersey and/or Guernsey as applicable and/or On-line. Such variation shall not apply to any element of the Service Charges that is stated as fixed for a stated period in the Application Form if the variation occurs during the stated period.
- 2.3 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.
- 2.4 Other than as stated above, any variations to the Contract shall be made in writing by Us and signed by a duly authorised officer.
- 2.5 Save as herein expressly provided none of Our servants or agents shall have the authority to agree any variation or addition to the Contract. Any representation or warranty so made is of no force or effect unless made in accordance with this clause.
- 2.6 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.

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## 3. ORDERING SERVICES

- 3.1 You may order the Service directly through Us. The Service shall be further described in the Product Description which may be subject to change by Us from time to time. The Application Form shall include the applicable Service Charges and otherwise be in a form approved by Us.
- 3.2 The terms governing the Underlying Service are not set out in these terms and conditions and shall be governed by separate agreement between Us and You. We are not responsible for the ongoing support, maintenance and Incident support for the Underlying Service. This may be included by separate agreement between Us and You.
- 3.3 Our provision of the Service is subject to the availability of, and Our ability to provide, the applicable Service to the Underlying Service. We may reject an order for the Service for any reason at Our sole discretion.
- 3.4 The Service shall be subject to Service Charges, which shall include, but not be limited to, one-time Service Charges and monthly recurring Service Charges.
- 3.5 An Application Form is only binding on Us once accepted by Us, the earlier of when We: (i) send You an email confirming acceptance of the Application Form; (ii) countersigns the Application Form; or (iii) commence performing the Service.
- 3.6 You must comply with all applicable Underlying Service terms and make Us aware of Underlying Service terms that affect Our ability to provide the Service.
- 3.7 Any faults, incidents or failures resulting from the Underlying Service will need to be reported by You to the provider of the Underlying Service. We have no obligation to address and/or fix incidents that affect the Underlying Service.
- 3.8 You shall backup all Your Content from the Service Commencement Date.
- 3.9 You are solely responsible for: (i) ensuring that You have the necessary rights, permissions and licences for Us to provide the Service in respect of the Underlying Service; (ii) the acts and omissions of any users (whether an Authorised User or otherwise) of the Underlying Service; (iii) the functionality and operation of the Underlying Service; and (iv) the support and maintenance arrangements for the Underlying Service.
- 3.10 You warrant that You have the right to grant and grant to Us a limited, non-exclusive, non-transferable, non-sublicensable right and license during the term of each applicable Application Form to Your Content solely in connection with Us providing the Service and performing Our other obligations under these terms and conditions.

## 4. SUSPENSION OF A SERVICE

- 4.1 We may (without prejudice to any other right or remedy) suspend, limit or cancel the Service provided to You without penalty and with immediate effect:
  - (a) during any technical failure, modification or maintenance of the Service or where We are unable to provide the Service for reasons beyond Our control or otherwise for reasons not Our fault provided that We will use reasonable endeavours to procure resumption of the 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 the Service is being used fraudulently or otherwise illegally; or
  - (d) if We have reasonable grounds to believe that You have provided Us with false, misleading or incomplete details about You or any other person who may use the Service (including, but not limited to, name, current and previous address(es), date of birth, telephone numbers, employment information and bank and credit or debit card information) when You applied for the Service or thereafter or that You have failed to tell Us if any of these details have changed.
- 4.2 Notwithstanding any suspension, limitation or cancellation of the Service under this clause You shall remain liable for all charges due hereunder throughout the period of suspension, limitation or cancellation unless We, at Our sole discretion, determine otherwise.

## 5. AUTHORISED USER ACCOUNTS

You shall:

- (a) be responsible for: (i) maintaining the confidentiality of Credentials and ensuring that Credentials are only used by Authorised Users; and (ii) the acts and omissions of Authorised Users and any person using Your Credentials.
- (b) notify Us promptly in writing if You become aware of: (i) any loss, theft, or unauthorised use of any Credentials; or (ii) any breach of these terms and conditions by an Authorised User.
- (c) be responsible for providing additional facilitating services outside of the Service Boundary to use the Underlying Service, such as but not limited to, internet connectivity with sufficient bandwidth from their locations and Your equipment such as personal computers.

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- (d) determine the appropriateness of the Underlying Service. We do not make any representation that the Underlying Service will operate with Your equipment and software. We accept no liability to You or any other third party for any loss of data or other damage.
- (e) agree to take certain precautions regarding Your data, including backing up and protecting all data prior to copying to and storing on the Underlying Service.
- (f) apply updates and preventative maintenance to the Underlying Service.

## 6. SERVICE LEVELS AND MAINTENANCE

- 6.1 The Service Level Agreement is referenced in the Product Description.
- 6.2 We recommend that You refer to the relevant Documentation in the first instance to obtain support for the Underlying Service. Where You have questions regarding the Underlying Service, You may also (but shall not be obliged to) use the Documentation to seek answers.
- 6.3 You shall nominate qualified personnel having appropriate skill and level of access to the Service to contact the service centre on Your behalf for all matters relating to the Service (“**Support Representatives**”). The Support Representatives shall be the primary point of contact for all matters relating to the Service and only Support Representatives are authorised to contact the service centre and submit requests in relation to the Service. The number of Support Representatives shall be determined by Us in consultation with You. Once appointed, You shall supply Us with written notification of the names and contact details of all Support Representatives. You shall be able to (and shall) update such details from time to time as reasonably required by providing Us with written notification of the change including the related details.
- 6.4 Where We have provided the Service and there is an operational problem that Our support team is not capable of resolving, You shall escalate the problem to the Underlying Service provider support teams for resolution.

## 7. DATA SECURITY

- 7.1 You acknowledge that You are responsible for the Underlying Service and for taking Your own steps to maintain appropriate security, protection, and backup of Your Content, which may include: (i) the use of encryption technology to protect Your Content from unauthorised access; (ii) the use of firewall technology to protect Your Content from unauthorised access; and (iii) routine back-up and archiving of Your Content. You are responsible for selecting the location(s) in which Your Content will be hosted and You will comply with all applicable laws with respect to Your Content.
- 7.2 We use reasonable security standards when providing the Service. However, We are not responsible for, and assume no liability related to, any security standards relating to Your Content which are Your sole responsibility at all times.
- 7.3 Where You request the Service and it requires access to Your Content, You may be required to issue temporary Credentials to Us to permit such access to Your Content.
- 7.4 Where You grant Us access to Your Content, We agree to:
  - (a) access and use Your Content solely for the purpose of providing the Service;
  - (b) maintain technical and administrative safeguards to protect Your Content against unauthorised access, use, or disclosure while it is accessible by Us; and
  - (c) not disclose Your Content to any third party, except: (i) to Our employees, consultants or contractors for the purposes of providing the Service, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in these terms and conditions; and (ii) to the extent required by a judicial order or other legal obligation, provided that, to the fullest extent permitted by law, We will promptly notify You of such a required disclosure to allow intervention by You (and will cooperate with You) to contest or minimise the scope of the disclosure.

## 8. REPRESENTATIONS AND WARRANTIES

- 8.1 Both Us and You each represent and warrant to the other that performance of these terms and conditions does not put it in breach any other agreement, and that both Us and You:
  - (a) have the full power and authority to enter in and perform these terms and conditions; and
  - (b) will comply with all applicable laws, rules, regulations and ordinances in the performance of these terms and conditions.
- 8.2 We represent and warrant to You that We will perform the Service materially in accordance with the applicable Product Description(s).
- 8.3 We will pass on to You the benefit of any warranties and indemnities We receive under the Third Party Software Terms to the extent We have the right to do so. Otherwise We make no, and expressly disclaim all, representations and warranties with respect to Third Party Software and Your use of Third Party Software is at Your sole risk.

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8.4 EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS SECTION, THE SERVICE AND ANY OTHER INFORMATION, TECHNOLOGY, CONTENT AND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WE DO NOT MAKE ANY, AND EXPRESSLY DISCLAIM ALL, OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITATION OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ADVICE, RESULTS OR INFORMATION OBTAINED BY YOU FROM US OR THROUGH ANY SERVICES OR ANY DOCUMENTATION WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS AND CONDITIONS.

## 9. INDEMNIFICATION

- 9.1 You will defend Us from any third party claim, suit, action or proceeding, and will pay all related damages, costs, expenses, judgments, settlement amounts, and other liabilities (including reasonable attorney’s fees and costs) finally awarded against Us by a court or tribunal of competent jurisdiction arising from:
- (a) any violation (or alleged violation) of applicable law by You or any of Your Content;
  - (b) any allegation that any of Your Content infringes, misappropriates or violates any copyright, patent, trade secret, trademark or other intellectual property rights of a third party;
  - (c) any disputes with third party licensors or providers of any of Your Content; or
  - (d) any acts or omissions of Authorised Users or of Your customers or their respective end users, including any breach of applicable license restrictions.
- 9.2 Where the Service is the subject of an infringement claim (or You reasonably believe that such a claim is likely), then We may at Our option and expense:
- (a) procure for You the right to continue to use the Service;
  - (b) modify the Service to be non-infringing or provide non-infringing substitutes with substantially similar functionality; or
  - (c) if You cannot accomplish (a) or (b) using commercially reasonable efforts, terminate the Service and refund to You the unused portion of any Service Charges paid in advance for the affected Service.

## 10. SERVICE CHARGES AND PAYMENTS

- 10.1 The following types of Service Charges apply to the Service:
- (a) **Set-up fee:** a one-time fee for the set-up of the Service as described in the relevant Application Form.
  - (b) **Usage Service Charges:** 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 relevant Application Form. You will pay the Minimum Usage Commitment in advance where applicable and will pay Service Charges for any Usage over the Minimum Usage Commitment in arrears. Usage Service Charges are calculated based on the Rate Card in effect on the date of each applicable invoice. The Service is subject to the published Rate Card. Any changes to the Rate Card will take effect from the last day of the full calendar month after publication.
  - (c) **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 other binding document evidencing provision of the Optional Services.
- 10.2 **Minimum Commitment Plans.** We will invoice You as follows:
- (a) For Minimum Usage Commitment Service Charges and Orders for Optional Services, on or after the Service Commencement Date, We will deliver an invoice for the first calendar month’s Minimum Usage Commitment Service Charges (adjusted pro-rata for the remainder of the then-current calendar month), if applicable; the first calendar month’s Service Charges for Optional Services, if applicable (adjusted pro-rata for the remainder of the then-current calendar month); and any set-up fee, if applicable. Each subsequent month, We will deliver an invoice for:
    - (i) the Minimum Usage Commitment Services Charges for such month;
    - (ii) for Service Charges for Optional Services that are required to be paid in advance, the applicable Optional Services Service Charges for such month; and
    - (iii) any additional Usage Service Charges and, for Optional Services that are required to be paid in arrears, the applicable Service Charges for Optional Services, in each case for the immediately preceding calendar month (and prior calendar months, if such Service Charges have accrued but have not yet been invoiced).

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- (b) **Usage-Based Plans.** We will deliver an invoice each month for the Usage Service Charges that accrued in the previous billing month. The date on which the first and each subsequent invoice will be delivered depends on the Service Commencement Date of the relevant Application Form.
- 10.1 The Service Charges shall comprise any connection charge for a Service, whether initial or after suspension, limitation or cancellation, and rental charge (payable in advance) for a Service where such charges depend on the relevant service options selected in the Application Form.
- 10.2 In Jersey only, 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. You acknowledge that GST is calculated on an aggregated basis across all Services taken which, due to the rounding up of decimal places in Our billing system, may result in a nominal increase to the advertised cost of an individual Service where You also take other Services.
- 10.3 Where You name more than one 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.
- 10.4 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 install additional wiring at Your premises other than that required to provide the Service;
  - (b) We repair or trace a defect or fault to any wiring owned or maintained by You that is used to extend the location of the NTU or ONT remotely from the NTP, or to extend the Fibre Router remotely from the ONT;
  - (c) We repair any of Your Equipment where such repair is not covered by any other agreement between Us and You;
  - (d) We respond to a fault report and no fault is found to exist;
  - (e) We repair of a fault reported by You is made more difficult or costly by breach of Your obligations under the Contract;
  - (f) We correct any defect or fault caused by You or anyone using a Service; or
  - (g) We repair Telecommunications Apparatus located at the Premises that is damaged other than by Us, Our employees or agents.
- 10.5 Service Charges and/or additional sums are payable in full on demand or as otherwise agreed between You and Us. If payment is agreed in writing to be made by instalments and if You fail to pay any instalment on its due date then We shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 10.6 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.
- 10.7 We will charge a Late Payment Fee on any balances which remain unpaid after the due date.
- 10.8 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.

## 11. ASSIGNMENT

- 11.1 You may not assign the Contract without Our permission, such permission not to be unreasonably withheld.
- 11.2 We reserve the right to assign all or part of the Contract to any person and/or to subcontract any of Our obligations hereunder upon giving at least 28 days' advance notice to You.

## 12. 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.**



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- 12.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 12.2 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 12.1 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.
- 12.3 Without prejudice to the generality of clauses 12.1 or 12.2, 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 12.1 and 12.2, 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.
- 12.4 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.
- 12.5 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.
- 12.6 Each provision of this clause shall operate independently of each other provision of this clause.
- 12.7 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.

## 13. FORCE MAJEURE

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

## 14. ENTIRE AGREEMENT

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

## 15. NOTICES

- 15.1 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.
- 15.2 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.
- 15.3 Our address for correspondence in Jersey shall be P.O. Box 53, No. 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.

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15.4 Our address for correspondence in the Bailiwick of Guernsey shall be East Wing, Trafalgar Court Les Banques, St Peter Port, Guernsey, GY1 3PP.

## 16. TERMINATION

16.1 The Contract may be terminated immediately by Us without penalty to Us if You:

- (a) fail to satisfy Us with regard to any credit check undertaken in respect of You;
- (b) fail to pay when due any sum payable under the Contract or any other agreement or contract made between You and Us;
- (c) become bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 (as amended) or otherwise commit any act indicative of insolvency under the law of any jurisdiction or enter into any composition with Your creditors in 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) 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;
- (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) connect equipment other than equipment approved by Us to a Service.

16.2 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;
- (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 serve written notice on Us in relation to such breach, by giving written notice to Us of such termination.
- (d) a Service is suspended for a continuous period of 7 days or longer pursuant to clause 4.1(a).

16.3 Subject to clauses 1.2, 16.1 and 16.2, either Us 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 Your case at least one calendar month and in Our at least six calendar months prior to the effective date of the purported termination of the Contract and such termination shall not affect any rights of either party to enforce any term hereof which right has accrued prior to the effective date of termination.

## 17. 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.

## 18. GOVERNING LAW

18.1 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 the parties hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.

18.2 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 the parties hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.

## 19. PERSONAL DATA

We shall process all Personal Data related to the Service in accordance with Our Privacy Policy located at <https://www.itglobal.com/global/privacy-policy/>.