

Just Connect Terms & Conditions

These terms and conditions are important and should be read carefully. If there is anything you do not understand in the terms and conditions please contact us by clicking [here](#).

1 Definitions

In this contract the following terms shall have the following meanings unless expressly stated otherwise:

"Access Charge(s)" means any and all telephone call charges, line and/or equipment rental charges or charges for associated services required to access JustConnect;

"Contract" means these terms and conditions, the Service Description, Access Charge(s) and the Registration Form;

"Customer" means the person named in the Registration Form or any person whom Jersey Telecom reasonably believe to be acting with that person's authority or knowledge;

"Jersey Telecom" means Jersey Telecom Limited having its head office at 1 The Forum, Grenville Street, St Helier, Jersey, JE4 8PB, its successors or assigns.

"Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.

"Jersey Telecom Site" means Jersey Telecom's website at www.jerseytelecom.com

"JustConnect" means the service comprising the provision of access to the World Wide Web and more particularly detailed in the Service Description;

"Registration Form" means the on-line registration form to apply for JustConnect that is accessed from the Jersey Telecom Site completed by the Customer;

"Service Description" means the description of JustConnect as published at the Jersey Telecom Site;

"Software Materials" means any software, documentation or other good, including media, made available by Jersey Telecom for the purpose of accessing JustConnect.

2 Effective Date

By submitting to Jersey Telecom a Registration Form the Customer agrees to be legally bound by the terms and conditions of this Contract with effect from the date of acceptance of the Registration Form by Jersey Telecom, which acceptance shall be communicated to the Customer by way of enabling for use the username and password selected by the Customer.

3 Variation

Jersey Telecom may from time to time vary these terms and conditions at which time a minimum period of 2 weeks notice will apply by making copy of the same available at www.jerseytelecom.com/t&c. Variation to this Contract may only be made in this manner.

4 Service

4.1 Jersey Telecom undertakes to allow the Customer access to JustConnect from the effective date. Jersey Telecom does not, pursuant to this Contract, undertake to provide any other services to the Customer and does not, pursuant to this Contract, accept any responsibility for any computer, telephone or other equipment or telephone services used by the Customer to access JustConnect.

4.2 Jersey Telecom is not responsible for the content of any material made available and/or accessible by use of JustConnect.

4.3 Jersey Telecom reserves the right to disclose the name, telephone and/or facsimile numbers of the Customer to any person making any complaint or enquiry in relation to use of JustConnect.

4.4 Jersey Telecom will periodically review the Customer's usage of JustConnect and will delete the Customer's username and password if the Customer does not use JustConnect for a period exceeding 90 days.

5 Charges

5.1 At present Jersey Telecom makes no charges for the provision of JustConnect. However, Access Charges necessary to connect to JustConnect will be charged direct by the Customer's telephone service

provider (which may be Jersey Telecom). Should charges in respect of the provision of JustConnect be introduced, Customers will be given a minimum of 2 weeks notice.

5.2 Any local taxes (indirect or otherwise, including VAT) chargeable in providing the Customer access JustConnect shall be the sole responsibility of and shall be paid by the Customer.

6 Illegal use

The Customer acknowledges that Jersey Telecom is unable to exercise control over the content of data made available, accessed, transmitted or published by the Customer and undertakes to use JustConnect only for lawful purposes in accordance with this Contract and undertakes not to access, transmit, publish, display, advertise or make available material which:

6.1 infringes copyright or any other intellectual property right held in any country,

6.2 is obscene, pornographic or otherwise offensive;

6.3 contains threats of any kind, is menacing or annoying or incites hatred, panic or anxiety;

6.4 is defamatory in any way;

6.5 breaches confidence; or

6.6 which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason.

7 Unauthorised use

7.1 The Customer undertakes to keep the username and password assigned by Jersey Telecom to the Customer secure and not to divulge either of them, or any change to them, to any other person except members of the Customer's household or business.

7.2 The Customer undertakes to notify Jersey Telecom immediately should the Customer have any reason to believe that the username and/or password have been obtained by any person other than those referred to in this paragraph.

7.3 The Customer undertakes to be responsible for any charges, expenses or other liabilities of any nature that may be incurred by Jersey Telecom as a result of any authorised or unauthorised use of the login code and/or password.

7.4 The Customer may change the assigned password by contacting the JustConnect support centre to effect a change.

7.5 The Customer undertakes not to transfer or sub-lease JustConnect.

7.6 The Customer undertakes not to deal with the Software Materials in any manner which would or would be likely to infringe intellectual property rights in the same and to return the Software Materials to Jersey Telecom upon termination of this Contract for any reason.

7.7 The Customer undertakes not to use JustConnect, communications capacity or bandwidth for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to other computers or networks, spamming, flooding or other such broadcasts together with any other activity, including any transfer embedding manipulation or other dealing with respect to viruses, which may adversely affect Jersey Telecom or any other person.

8 Exclusion and Limitation of Liability

8.1 The following provisions set out Jersey Telecom's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Customer in respect of any breach of contract, misrepresentation, tortious act or omission including negligence or otherwise arising under or in connection with the provision of JustConnect. **The Customer's attention is in particular drawn to these provisions.**

8.2 Jersey Telecom does not exclude or restrict liability for death or personal injury resulting from its own negligence.

8.3 Unless otherwise expressly agreed in writing by the parties Jersey Telecom shall not be liable to the Customer or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of JustConnect except as provided in 8.2 above. Whilst Jersey Telecom will use its reasonable endeavours to maintain the quality of JustConnect and to ensure that JustConnect is available at all times it makes no representation or warranty in the Service.

8.4 Without limiting 8.2 or 8.3, Jersey Telecom shall not be liable to the Customer or to any other person for:

8.4.1 any defect in, poor quality of, unavailability, interruption or discontinuance of Just Connect or any website or e-mail address (and without limiting the foregoing or 8.2, Jersey Telecom shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);

8.4.2 any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or consequential loss (including but not limited to loss or damage to data, equipment or property even if in the care, custody or control of Jersey Telecom) whether direct, indirect, foreseeable or unforeseeable;

8.4.3 any use of by or activities of the Customer, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any domain name) infringe obscenity laws, constitute threats, are in any way defamatory or are illegal or give rise to any liability in any way.

8.5 Jersey Telecom is not responsible for maintaining any insurance cover of any nature to cover any loss by the Customer or any other party arising from the provision or unavailability of JustConnect or otherwise and any such insurance cover shall be the responsibility of the Customer.

8.6 If any exclusion or limitation of liability contained in this clause is invalid and Jersey Telecom becomes liable for any loss or damage, the Customer (acknowledging that Jersey Telecom is not able to evaluate any potential loss to the Customer) agrees that Jersey Telecom's liability shall in any event be limited to £100 for any one event or series of events.

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

8.8 The Customer agrees to indemnify Jersey Telecom and hold Jersey Telecom 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 Jersey Telecom by any third party located in any jurisdiction arising from any use of JustConnect provided to the Customer (by either the Customer or any other party) constituting any unlawful act or otherwise giving rise to any liability. The Customer shall immediately notify Jersey Telecom in writing of any such claims of which it becomes aware. The Customer further agrees to offer all reasonable assistance to Jersey Telecom in defending such claims at the sole expense of the Customer.

9 Temporary Unavailability of Service

9.1 Jersey Telecom may suspend, limit or cancel JustConnect for operational or other reasons (including technical failure, modification or maintenance or other reasons beyond its control) but will give as much notice as is reasonably practicable. Provision of JustConnect shall be restored as soon as reasonably possible after suspension.

9.2 If JustConnect is unavailable due to circumstances beyond the control of Jersey Telecom for a continuous period of more than 7 (seven) days the Customer shall be entitled immediately to terminate the Contract and access to JustConnect.

10 Data Protection

10.2 In accordance with the Data Protection (Jersey) Law 2005, any information obtained by Jersey Telecom through the Registration Form for JustConnect or through use of JustConnect may be accessed by Jersey Telecom for its internal purposes, and (subject to the right of the Customer to request otherwise in writing to Jersey Telecom) may be used by Jersey Telecom to identify other products and services which may be offered to the Customer by either Jersey Telecom or relevant third parties. Any information so obtained may be disclosed by Jersey Telecom to any person where this is necessary for the provision of JustConnect or to any person who assumes the rights of Jersey Telecom under this Contract and to any credit reference agency or bureau.

10.3 Jersey Telecom will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Agreement to anyone other than (i) members of the Jersey Telecom group or (ii) subject to the relevant Data Protection legislation, third party sub-contractors or agents engaged by Jersey Telecom, such disclosure being made in either case in order for it to be able to provide the Customer with the Service.

10.4 Jersey Telecom adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005, details of which policies are included in the Consumer Code of Practice which can be found On-line at www.jerseytelecom.com.

10.5 Jersey Telecom reserves the right to disclose the name, address, telephone and/or facsimile numbers and/or email addresses of the Customer to any judicial, law enforcement, regulatory or governmental body or agency where required by applicable law or by the Order of a court or other body of competent jurisdiction to do so.

11 Termination

This Contract may be terminated by any of the following events:

11.1 immediately by notice given to Jersey Telecom by the Customer;

11.2 immediately by Jersey Telecom upon breach of any of the terms and conditions contained in this Contract or failure by the Customer to pay any Access Charge due to Jersey Telecom;

11.3 pursuant to 4.4, immediately by Jersey Telecom if the Customer fails to use JustConnect for a period exceeding 90 days;

11.4 one month's notice given to the Customer by Jersey Telecom; or

11.5 by the Customer for unavailability of JustConnect under paragraph 8 of these terms and conditions.

12 Notices

Unless expressly stated otherwise:

12.1 any notice required to be given by the Customer to Jersey Telecom shall be in writing and sent to Jersey Telecom's address or facsimile number published at the Jersey Telecom Site. Service of any such notice shall only be deemed good upon receipt by Jersey Telecom;

12.2 any notice required to be given by Jersey Telecom to the Customer shall be in writing and sent to the Customer's address or facsimile number as provided to Jersey Telecom in the Registration Form and shall be deemed good service upon sending or, in the case of post, 48 hours after posting by first class post; and

12.3 any change of details of the Customer shall be provided to Jersey Telecom in accordance with the provisions of paragraph 12.1 above.

13 Assignment

13.1 Jersey Telecom reserves the right to assign all or part of this Contract to any company and/or to sub-contract its obligations hereunder upon giving 14 days notice to the Customer which notice shall be validly given by way of a general notice given at the Jersey Telecom Site.

13.2 The Customer may not assign this Contract.

14 Software

14.1 Any property in any Software Materials made available by Jersey Telecom, including intellectual property, will remain that of Jersey Telecom or its licensors.

14.2 Jersey Telecom hereby grants the Customer a non-exclusive, non-transferable licence to use the Software Materials for the purpose of receiving JustConnect only. Such licence will terminate upon termination of this Contract for any reason.

15 Force Majeure

Jersey Telecom shall not be liable for any breach of this Contract due to any cause beyond its reasonable control, including acts of God, pandemic, industrial action, vandalism or the act or omission of any other person (including any person providing part of JustConnect or on whom Jersey Telecom relies in order to provide JustConnect).

16 Entire Agreement

This Contract contains the whole agreement between the Customer and Jersey Telecom in relation to JustConnect.

17 Severance

If any provision of this Contract shall be held to be invalid or unenforceable in whole or part, the validity of the other provisions of this Contract and the remainder of the provisions in question shall not be affected.

18 Governing Law

This Contract is governed by and shall be construed in accordance with the laws of the Island of Jersey and Jersey Telecom and the Customer agree to submit to the exclusive jurisdiction of the Royal Court of Jersey for the settlement of any disputes connected herewith.