

JERSEY TELECOM

WEBSITE TERMS AND CONDITIONS

These terms and conditions are important and should be read carefully. If you have any queries regarding the terms and conditions please telephone 0800 735 2345 or e-mail businesssolutions@jerseytelecom.com

ACCEPTANCE OF TERMS

Use of the Website constitutes your acceptance of these Conditions which take effect on the date from which you First Use the Website. You are responsible for regularly reviewing the Conditions. Your continued use of the Website after changes are posted constitutes your acceptance of these Conditions as changed from time to time.

1. DEFINITIONS

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

- 1.1. "Account" means the agreement made between you and Jersey Telecom for access to the Website which agreement is governed by the Conditions.
- 1.2. "Conditions" means these terms and conditions including any variations thereto;
- 1.3. "Content" means the information contained in posted topics or replies on the Message Board at the Website.
- 1.4. "First Use the Website" means the date the customer first logs on to the Website, inputs their personal details and uses the functionality of the Website.
- 1.5. "Jersey Telecom" means Jersey Telecom Limited having its office at P.O. Box 53, 1 The Forum, Grenville St., St Helier, Jersey, JE4 8PB, its successors or assigns as notified to you from time to time.
- 1.6. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.7. "Material" means any information, file, data, plug-in or any other material located at or made available through the Website.
- 1.8. "Message Board" means any facility made available at the Website for the publishing and reading of messages.
- 1.9. "On-line" means accessible over the world wide web at Jersey Telecom's site at www.jerseyinsight.com or www.jerseytelecom.com or such other site as may be notified from time to time.
- 1.10. "Registration Data" means the information required by the Website to enable you to have full access to the Website and includes personal data and access codes.
- 1.11. "Website" means the information located at URL www.jerseyinsight.com, www.jerseytelecom.com, or any other website where these Conditions are stated to apply.
- 1.12. "You" "you" and "your" means the person or persons using the Website and / or having an Account.

2. REGISTRATION

- 2.1. In order to use certain features of the Website you will be required to register. By registering you agree to:
 - 2.1.1. provide true, accurate, current and complete information about yourself as prompted by the Website; and
 - 2.1.2. maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
- 2.2. If you provide any information that is untrue, inaccurate, not current or incomplete, or Jersey Telecom is of the view that such information is untrue, inaccurate, not current or incomplete, Jersey Telecom has the right, at its sole discretion, to suspend or terminate your Account and to refuse any and all current or future use of the Website by you.

3. USER CONDUCT

You shall not yourself or cause: Material to be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own private, non-commercial or internal business use. Any other use of Material requires the prior written permission of Jersey Telecom. You will not yourself adapt, alter or create a derivative work from any of the Material or cause the same to be so dealt with or use or cause it to be used for any other purpose other than for your personal non-commercial use. You will use the Website only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption of normal flow of dialogue within the Website.

4. ACCOUNT PASSWORD AND SECURITY

You are responsible for maintaining the confidentiality of any username and password you enter as Registration Data or are allocated by Jersey Telecom. You are fully responsible for all activities that occur under your Account and you will (a) immediately notify Jersey Telecom of any unauthorised use of your password or Account

or any other breach of security and (b) ensure that you exit from your Account at the end of session by using the 'Log out' button before exiting the Website.

5. PRIVACY POLICY

Registration Data and other information collected about you will be processed under the Data Protection (Jersey) Law, 2005 or other such applicable laws or regulations and is subject to our privacy policy contained in our personal information collection statement.

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

6. SUSPENSION / MODIFICATION OF WEBSITE

Jersey Telecom reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently the Website with or without notice. Jersey Telecom shall not be liable to you or to any third party for any modification, suspension or discontinuance.

7. MESSAGE BOARD USE

- 7.1. Jersey Telecom does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any Content or endorse any opinions expressed in the Content. You acknowledge that any reliance on material posted will be at your own risk.
- 7.2. Jersey Telecom reserves the right at all times to disclose any information, including Registration Data, to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any Content, in whole or in part, for any reason whatsoever, in Jersey Telecom's sole discretion.
- 7.3. If Jersey Telecom's attention is drawn to Content for whatever reason it may investigate the same and in its sole discretion decide whether to remove or request the removal of the Content. Jersey Telecom will have no liability or responsibility for performance or non-performance of such activities. Jersey Telecom reserves the right to terminate or restrict your access to any or all of the Website at any time without notice for any reason whatsoever.
- 7.4. You are responsible for your own communications and for any consequences thereof. You will use the Message Board only to send and receive messages and Content that are legal, proper and relevant. By way of example, and not as a limitation, you will not:
 - 7.4.1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
 - 7.4.2. Publish, post, upload, distribute or disseminate or offer to do the same any inappropriate, defamatory, infringing, obscene, or unlawful material or information.
 - 7.4.3. Post any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party (the "Rights"), unless you are the owner of the Rights or have the permission of the owner to post or transmit such material.
 - 7.4.4. Post any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
 - 7.4.5. Advertise or offer to sell any goods or services for any commercial purpose.
 - 7.4.6. Conduct or forward surveys, contests, pyramid schemes or chain letters
 - 7.4.7. Download any file posted by another user, that you know, or reasonably should know, that cannot be legally distributed in such manner.
 - 7.4.8. Post content that contains anything other than rich text
 - 7.4.9. Impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is posted.
 - 7.4.10. Restrict or inhibit any other user from using and enjoying the service.

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7.5. You acknowledge that all Content is public and not private communication, and that therefore others may read your communications without your knowledge. Any communication that you post is considered to be non-confidential.

7.6. Jersey Telecom reserves the right to provide any information obtained through the message board to any person where this is necessary for the provision of the service or to any person who assumes the rights of Jersey Telecom under this Contract.

7.7. You may request removal of Content that you have posted by sending such notice to admin@jerseyinsight.com. You will be required to confirm the information you entered as Registration Data in order to validate yourself as the publisher of the Content. In such instances Jersey Telecom will act to remove such information in such timescales as it deems reasonable in its sole discretion.

7.8. You will resolve directly and exclusively with third parties any disputes you may have about messages that they posted. Jersey Telecom does not monitor or control the content of information posted by others.

7.9. All Content is archived by Jersey Telecom from time to time and such Content will remain public once it has been archived.

7.10. The posting of Content in any format other than rich text is not permitted. In the event Content contains links to third party websites that are maintained by others, Jersey Telecom does not endorse such links. Jersey Telecom is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. Access to linked third-party websites, is undertaken at your own risk.

8. LINKS

The Website may include links to other websites or resources. Jersey Telecom has no control over such websites and resources, and is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials present or available from such websites or resources.

9. WARRANTIES & WARNINGS

9.1. The information, names, images, pictures, logos and icons regarding or relating to Jersey Telecom, its products and services (or to third party products and services), is provided on the Website "as is" and on an "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

9.2. Jersey Telecom does not warrant that the functions of any Material will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses, worms, trojans or any errors or represents the full functionality, accuracy, and reliability of the materials. The names, images and logos identifying Jersey Telecom or third parties and their products and services are proprietary marks of Jersey Telecom and / or third parties. Nothing contained herein shall be construed as conferring by implication, an estoppel or otherwise any licence or right under any trademark or patent of Jersey Telecom or any other third party.

9.3. Any Material you download or obtain is undertaken at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

9.4. Jersey Telecom does not warrant that the Website will operate in an error-free manner or that the Website is free of computer viruses or any other harmful items. If your use of the Website or the Material results in the need for servicing or replacing equipment or data, Jersey Telecom is not responsible for any such costs or loss.

10. DISCLAIMER

10.1. 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 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 the Website. Your attention is in particular drawn to these provisions.

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

10.3. Unless otherwise expressly agreed in writing by the parties (in a service level agreement or otherwise), Jersey Telecom 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 the Website except as provided above. Whilst Jersey Telecom will use its reasonable endeavours

to maintain the quality of the Website and to ensure that the same is available at all times it makes no representation or warranty in relation thereto.

10.4. Without prejudice to the generality of 10.2 or 10.3, Jersey Telecom shall not be liable to you or to any other person for:

10.4.1. any defect in, poor quality of, unavailability, interruption or discontinuance of the Website or any website or e-mail address (and without prejudice to the generality of the foregoing and 10.2, Jersey Telecom shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);

10.4.2. 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;

10.4.3. any use of the Website by you or your activities, 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.

10.4.4. Jersey Telecom is 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 the Website or otherwise and any such insurance cover shall be your responsibility.

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

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

10.4.7. You agree 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 the Website 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 Jersey Telecom in writing of any such claims of which you becomes aware. You further agree to offer all reasonable assistance to Jersey Telecom in defending such claims at your sole expense.

11. FORCE MAJEURE

Jersey Telecom shall not be liable in respect of any breach of the Contract due to any cause beyond its reasonable control including (but without limitation): act of God, pandemic, inclement weather, 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 the Service or upon which Jersey Telecom relies in order to provide any part of the Service) and national and / or civil emergencies.

12. ASSIGNMENT

12.1. You may not assign the Account.

12.2. Jersey Telecom reserves the right to assign all or part of its obligations hereunder to any person and / or to sub-contract any of its obligations hereunder upon giving 28 days notice to you.

13. ENTIRE AGREEMENT

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

14. NOTICE

14.1. Notices of changes to these Conditions will be posted Online.

14.2. If you become aware of any violation by any person of these Conditions, you must notify Jersey Telecom by sending an email to businesssolutions@jerseytelecom.com or send written notification to Jersey Telecom, PO Box 53, 1 The Forum, Grenville Street, St Helier, Jersey, JE4 8PB providing details of the violation.

15. TERMINATION

Jersey Telecom, in its sole discretion, may terminate your Account (or any part thereof) and discard any Content associated with it, for any reason, including, without limitation, lack of use of Account or breach

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of the Conditions or where Jersey Telecom in its sole discretion thinks fit so to do. Any termination of your access to the Website may be effected without prior notice, and you acknowledge and agree that Jersey Telecom may immediately deactivate or delete your Account. Further, Jersey Telecom shall not be liable to you or any third party for any termination of your access to the Website.

16. 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.

17. GOVERNING LAW

The Account 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.