

# JT ADVERTISING AND LISTING TERMS AND CONDITIONS

These terms and conditions are important and should be read carefully. If you have any queries regarding these terms and conditions please telephone 01534 882508 or email [info@jtdirectory.com](mailto:info@jtdirectory.com).

## 1. DEFINITIONS

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

- 1.1. "Advertisement" means any Text Entry, Banner, Basic Listing, Display Advertisement, Link, Sponsor Link, Video Profile, Web Page and / or any other advertising or listing service as provided in the Directory and / or on JT Insight, as requested and / or selected by the Customer in the Application Form and submitted to JT or its authorised agents for inclusion in or already included in the Directory and / or on JT Insight.
- 1.2. "Advertising Materials" means any artwork, contents, photographs, illustrations, names, domain names, trademarks, service marks, brand features or other intellectual property rights contained within the Advertisement.
- 1.3. "Application Form" means the completed form, in printed format, On-line or otherwise, used to request the placement of Advertisement(s) and / or used for selecting and submitting Advertisement(s) for placement in the Directory and / or on JT Insight, signed by the Customer (except where a Customer publishes a classified Advertisement directly on JT Insight) and returned to JT.
- 1.4. "Banner" means a space situated on a web page of JT Insight which may be utilised as an Advertisement.
- 1.5. "Basic Listing" means those details comprising the name, address and telephone number of a business as used on JT Insight.
- 1.6. "Charges" means the sums, including GST where applicable, payable by the Customer to JT for the placement of an Advertisement in the Directory and / or on JT Insight and / or any additional costs associated with such placement.
- 1.7. "Classified Heading" means the section title under which Advertisements are grouped together in the Directory and / or JT Insight based upon type of product or service.
- 1.8. "Closing Date" means the final date and/or time by which any Advertisement(s) or amendment, modification or addition to any Advertisement(s) will be accepted by JT.
- 1.9. "Conditions" means these terms and conditions, the Application Form, Rate Card and any written amendment, variation or addition thereto.
- 1.10. "Contract" means the agreement made between the Customer and JT for the placement and provision of an Advertisement(s) as governed by the Conditions.
- 1.11. "Customer" means the person(s), firm, company or any other entity so named in the Application Form.
- 1.12. "Customer Website" means the website of the Customer to which a Link is directed from within an Advertisement.
- 1.13. "Directory" means any listing of names and related postal addresses, telephone numbers, facsimile numbers and / or e-mail addresses as compiled by JT and deliverable in print, On-line or on or by other media.
- 1.14. "Display Advertisement" means a pre-determined area of a page in the Directory for the placing of an advertisement ordinarily comprising text, graphics, illustrations and / or photographs.
- 1.15. "GST" means Goods and Services Tax charged in the Bailiwick of Jersey, where applicable, by JT to the Customer in addition to the cost of Services supplied, pursuant to the Goods and Services Tax (Jersey) Law 2007 and/or the Goods and Services Tax (Jersey) Regulations 2007.
- 1.16. "JT" means JT (Jersey) Limited, registered number 83487, having its principal place of business at 1 The Forum, Grenville St., St Helier, Jersey, JE4 8PB and/or JT (Guernsey) Limited, registered number 39971, having its principal place of business at 24 High Street, St Peter Port, Guernsey GY1 2JU as applicable, and their successors or assigns as notified to the Customer from time to time.
- 1.17. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.18. "JT Insight" means the website on the World Wide Web at address [www.jtinsight.com](http://www.jtinsight.com) and is used in the Conditions to refer to the placing of Advertisement(s) on JT Insight, which is a registered business name of JT.
- 1.19. "Link" means a method by which a visitor to JT Insight may gain access to a Customer Website or other website or send an email to the Customer by means of, for example, hypertext, button or icon.
- 1.20. "On-line" means accessible over the World Wide Web at JT's site at [www.jtglobal.com](http://www.jtglobal.com) or such other site as may be notified from time to time.

- 1.21. "Production Ready Advertisement" means an advertisement supplied by the Customer to JT in an electronic format, which is fit for reproduction in the Directory and / or JT Insight without any additional setting or processing required.
- 1.22. "Rate Card" means the JT publication which provides information concerning advertising in the Directory and / or on JT Insight including current Charges.
- 1.23. "Service" means the publishing of an Advertisement in the Directory, on JT Insight, via mobile telephone SMS text message and / or by e-mail.
- 1.24. "Setting Charge" means the amount charged to the Customer by JT for the composition of any Advertisement(s) which is / are not provided to JT or its authorised agent as a Production Ready Advertisement.
- 1.25. "SMS" means Short Message Service
- 1.26. "Sponsor Link" means a fixed space within a section of JT Insight which may contain a Link to the Customer Website.
- 1.27. "Text Entry" means a text-only entry which is listed under a Classified Heading and / or within the alphabetic section of the Directory and which is not a Display Advertisement including, but not limited to, light, medium, bold and / or super bold entry types.
- 1.28. "Video Profile" means an advertising video that is associated with a Customer's Advertisement and is made available for viewing on and / or downloading from JT Insight.
- 1.29. "Web Page" means a fixed space in JT Insight, which is linked to a Text Entry to be used by the Customer to promote their business using text and / or images.
- 1.30. "World Wide Web" means the network of graphic / hypermedia documents published on the Internet that is interconnected through Links.

## 2. COMMENCEMENT AND DURATION

- 2.1. Unless otherwise expressly agreed in writing or provided by law or regulation, this Contract shall have effect on the earlier of: (a) when the Application Form has been accepted by JT; or (b) when the Conditions have been accepted by the Customer and the Closing Date is passed.
- 2.2. Subject to the provisions of clause 14, the Contract shall remain in force for:
  - 2.2.1. a minimum period of 1 year in the case of Directory Advertisements and shall continue thereafter on an annual basis until terminated by either party in accordance with clause 14; or
  - 2.2.2. a minimum period as detailed in the Application Form in the case of JT Insight Advertisements.

## 3. VARIATION

- 3.1. JT may from time to time amend, vary or add to the Conditions including all and any Charges applicable to a Service and will as soon as practicable inform the Customer of the same by publishing any such amendment, variation or addition On-line and / or at JT's office(s) in Jersey and/or Guernsey as applicable, or by sending such amendment, variation or addition to the Customer, such amendment, variation or addition to have immediate effect unless stipulated otherwise.
- 3.2. Other than as stated above, all amendments, variations or additions to the Contract shall be made in writing by JT and signed by an authorised officer of the same.
- 3.3. Save as in herein expressly provided no servant or agent of JT shall have the authority to agree any amendment, variation or addition to the Contract and any representation or warranty so made is of no force or effect unless made in accordance with this clause.

## 4. ADVERTISEMENTS

- 4.1. All Advertisements submitted to JT or its authorised agents for inclusion in the Directory and / or JT Insight shall comply with the specifications as detailed in the Rate Card and / or any other relevant instructions as provided to the Customer by JT or its authorised agents from time to time.
- 4.2. Proof copies for new or amended Display Advertisements will be forwarded by JT for approval by the Customer to the address stated in the Application Form before publication. Proof copies will not be sent where artwork has been created from Production Ready Advertisements or where the Customer wishes to use repeat Advertisement(s) from a previous Directory.
- 4.3. All Advertisements are accepted at the sole discretion of JT. For the avoidance of doubt, JT is not obliged to accept any Advertisement which may be considered to be offensive, obscene, inaccurate and / or in any way affects the reputation of JT, the Directory and / or JT Insight and / or which does not comply with its policy and practice current at date of submission of the relevant Advertisement(s) to JT.
- 4.4. Applications for amendments, modifications or additions to any Advertisement(s) should be made in writing by the Customer and submitted to JT before the Closing Date.

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- 4.5. JT does not guarantee the position of any Advertisement and Charges will be due in full irrespective of placement.
- 4.6. The Customer grants to JT a world-wide licence which shall be irrevocable during such time as the Contract is in force to use, reproduce and display the Advertisement (including all Advertising Materials contained therein) in the Directory and / or on JT Insight and / or to use the Advertisement in any promotional or advertising material and / or campaign promoting or advertising JT, its products and / or services.

## 5. FURTHER INSTRUCTIONS

- 5.1. JT may, at its discretion, at any time after the initial Application provide a Service or additional services to existing Customers in conjunction with or related to a Service, and / or take or not take any other action relating to the placement of any Advertisement(s) including, without limitation, repeat Advertisement(s) and / or, amendments, variations or additions to Advertisement(s), on the basis of instructions received from the existing Customers by telephone, e-mail, On-line and/or in writing and these Conditions (as amended, varied or added to from time to time) shall apply to those instructions.
- 5.2. JT will use its reasonable endeavours to ensure that instructions purporting to be from the Customer are indeed from the Customer or a person authorised to act on behalf of the Customer and will be entitled to accept that the person (including without limitation, on behalf of any firm, company or other entity who is a Customer) giving the instructions is in fact the Customer or is authorised to act on behalf of, and to bind, the proposed Customer(s) without being required to carry out any further investigations or make any further enquiries.
- 5.3. The Customer acknowledges and accepts that it is responsible for ensuring that all information provided to JT by the existing Customer when giving instructions in relation to a Service under clause 5 is accurate, complete and not misleading in any way whatsoever and JT shall be entitled to accept that such information is accurate, complete and not misleading.
- 5.4. Except as provided in clause 9.2 and without prejudice to the generality of clause 9.2, JT accepts 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 instructions received by JT and the Customer shall be responsible for all and any sums payable under these Conditions.

## 6. STATISTICS

JT does not undertake to provide the Customer or any third party with any statistical information relating to any Advertisements, any Directory and / or JT Insight. The provision by JT to the Customer and / or any third party of any statistics relating to any Advertisement, any Directory and / or JT Insight does not constitute the fulfilment of any contractual obligation and JT does not accept any responsibility for, nor does it give any warranty and / or representation as to, the accuracy of the same and shall not be liable for any loss whatsoever and howsoever caused to the Customer and / or any third party with respect to reliance or otherwise upon the same.

## 7. CHARGES AND PAYMENT

- 7.1. The Charges and/or any additional sums shall be payable in full, and shall become due on demand or as may otherwise be agreed between the Customer and JT. If it is agreed in writing that payment may be made by instalments and the Customer fails to pay any instalment on its due date, JT shall be entitled to demand immediate payment of the unpaid balance (including all arrears) and shall be entitled, in addition and without prejudice to any other rights and remedies of JT, to withhold and / or withdraw publication of any Advertisement(s).
- 7.2. In addition to the Charges, JT may charge additional sums where the Customer requests additional services to be used in conjunction with the placing of any Advertisement(s). Such services include, but are not limited to, any amendments, modifications or additions to any Advertisement(s) and / or Link or any changes or modifications that are required to be made to any Advertisement(s), requested or submitted by the Customer or his agent to JT, before inclusion in the Directory and / or the JT Insight where JT, in its sole discretion, considers for any reason whatsoever that the relevant Advertisement(s) is unsuitable for placement.
- 7.3. In addition to charging GST in respect of the supply of Services in the Bailiwick of Jersey, JT will, where applicable, charge the Customer GST in respect of the supply of other goods and/or services under this Contract and the Customer will pay that amount in addition to the charges for those other goods and/or services.
- 7.4. Where JT is requested to prepare a Display Advertisement and / or a Web Page a Setting Charge will apply.

- 7.5. JT reserves the right to charge interest (including, without, limitation before and after any judgment) on all and any balance of Charges remaining unpaid for more than 30 days at 3% above the short term base lending rate from time to time in force in England.

- 7.6. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
- 7.6.1. make searches about the Customer at credit reference agencies and elsewhere to verify the Customer's identity and to help JT to decide whether to accept the Customer's application for a Service and/or to continue to provide a Service to the Customer;
  - 7.6.2. use (and share with debt collection agencies and appropriate authorities) the Customer's 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 the part of the Customer;
  - 7.6.3. record, and pass to the appropriate authorities, details of any false or inaccurate information provided by the Customer or where JT suspects fraud or any other unlawful or improper activity on the part of the Customer; and
  - 7.6.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

## 8. OBLIGATIONS OF THE CUSTOMER

The Customer:

- 8.1. must provide to JT or its authorised agents all materials for the Advertisement(s) in accordance with JT's practice and policies effective at the time of submission of the Advertisement(s), paying particular attention to the manner of transmission to JT or its authorised agents, the lead-time prior to publication of the Advertisement(s) and such technical specifications as JT may in its absolute discretion demand;
- 8.2. must carefully check the accuracy of all proof Advertisements sent and advise JT of any amendments, modifications or additions before the Closing Date;
- 8.3. must inform JT promptly in writing of any changes in its trade profession or business and / or such other information in the Customer's Advertisement(s) that may result in any Advertisement(s) being either misleading or incorrect;
- 8.4. must ensure that the trading, business and / or company or firm name used in any Advertisement(s) is registered with the appropriate authorities in the jurisdiction in which the business advertises and / or trades and does not infringe the rights of any third party including, without limitation, any copyrights and / or any other intellectual property rights;
- 8.5. acknowledges that JT is unable to exercise control over the content of any Customer Website and / or data accessible by use of it and undertakes to use JT Insight only for lawful purposes and undertakes not to, transmit, publish, display, advertise or make available material which: infringes copyright and / or any other intellectual property right held in any country; is obscene and / or pornographic; contains threats of any kind; is defamatory in any way; breaches confidence; the access to, transmission and / or publication of is illegal and / or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;
- 8.6. must comply with the codes and / or practice from time to time issued by the Advertising Standards Authority and / or any other applicable codes, regulations or best practice;
- 8.7. is responsible for ensuring that all intellectual property rights it lays claim to and are contained within the Advertisement(s) and / or Advertising Materials provided to JT are adequately protected and maintained;
- 8.8. is responsible for ensuring that all intellectual property rights contained within all Advertisement(s) and Advertising Materials provided to JT do not infringe any intellectual property rights of any third party and shall indemnify and keep indemnified JT against all losses, damages, action, claims, costs and expenses (including legal and other professional fees) whatsoever arising from any such third party claims;
- 8.9. if a natural person, must be at least 18 years of age to submit an Advertisement to JT;
- 8.10. at all times keep any login code and / or password and / or PIN assigned by JT or otherwise for use of a Service secure and not disclose the same to any unauthorised person;
- 8.11. immediately notify JT should the Customer know or suspect that:
  - (a) a login code and / or password and / or PIN has been obtained by any unauthorised person, firm or company;
  - (b) unauthorised access to Customer equipment, either physical or otherwise is being or has been made;

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- 8.12. be responsible for all and any charges of any nature that may be incurred by JT as a result of any use, authorised or not, of the login code and / or password and / or PIN; and
- 8.13. be responsible for all damage or loss caused to JT or third parties by misuse of a Service other than due to the acts or omissions of JT its employees, agents and / or subcontractors.

## 9. EXCLUSION AND LIMITATION OF LIABILITY

- 9.1. The following provisions set out JT's entire liability (including, without limitation, any liability for the acts and / or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of contract, misrepresentation, tortious act and / or omission including negligence or otherwise arising under or in connection with the provision of a Service. **The Customer's attention is in particular drawn to these provisions.**
- 9.2. JT does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 9.3. Except as otherwise expressly agreed in writing by the parties, JT shall not be liable to the Customer and / or to any third party for any loss and / or damage whatsoever and / or howsoever caused arising directly and / or indirectly in connection with the provision of a Service except as provided in clause 9.2 above. Whilst JT will use its reasonable endeavours to maintain the quality of a Service and to ensure that a Service is available at all times it makes no representation and / or warranty in relation thereto.
- 9.4. Without prejudice to the generality of clauses 9.2 or 9.3, JT shall not be liable to the Customer and / or to any third party for:
- 9.4.1. any defect in, poor quality of, unavailability, interruption or discontinuance of a Service and / or JT Insight (and without prejudice to the generality of the foregoing and clause 9.2 above, JT shall in no circumstances be liable for any defect in, poor quality of, unavailability and / or interruption lasting less than 3 (three) days);
- 9.4.2. any loss of profits, business revenue, goodwill or anticipated savings, and / or any type of special, indirect or consequential loss (including but not limited to loss and / or damage to data, equipment or property even if in the care, custody or control of JT) whether direct, indirect, foreseeable or unforeseeable;
- 9.4.3. any use of a Service by and / 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 and / or give rise to any liability whatsoever and howsoever arising;
- 9.4.4. any errors, omissions, misplacements and / or other inaccuracies with respect to any Advertisement(s) and / or for any consequences arising therefrom; or
- 9.4.5. any infringement of any third party's intellectual property rights except where such infringement arises directly from the use of any Advertising Materials supplied by JT or its agents.
- 9.5. JT is not responsible for maintaining any insurance cover of any nature to cover any loss by the Customer and / or any third party arising from the provision or unavailability of a Service or otherwise and any such insurance cover shall be the responsibility of the Customer.
- 9.6. If any exclusion or limitation of liability contained in this clause is invalid and JT becomes liable for any loss or damage, the Customer (acknowledging that JT is not able to evaluate any potential loss to the Customer) agrees that JT's liability for any one event or series of events shall in any event be limited to the total annual Charges payable by the Customer for the publication of its Advertisements.
- 9.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 9.8. The Customer agrees to indemnify JT and hold JT harmless in respect of all costs, damages, awards, expenses and / or professional fees of any kind (without limit) arising from and / or in connection with any claim brought against JT by any third party located in any jurisdiction arising from and/or in connection with a Service (by either the Customer and / or any third party) and / or this Contract including, without limitation, any claims by third parties for infringement of their intellectual property. The Customer shall immediately notify JT in writing of any such claims of which it becomes aware. The Customer further agrees to offer all reasonable assistance to JT in defending such claims at the sole expense of the Customer.
- 9.9. JT will use reasonable endeavours to maintain the quality of JT Insight and to ensure JT Insight is available at all times but makes no warranties and /or representations regarding availability and / or quality of the same and is not liable for any loss and /or damage of any nature suffered by the Customer and / or any third party as a result of any event outside the control of JT and in any event is not

liable for any loss and / or damage suffered by the Customer and / or any third party as a result of any interruption to JT Insight.

- 9.10. JT is not responsible for maintaining any site and / or address on the World Wide Web other than its own site and address and JT does not warrant and / or represent the continued availability of any other site or address. The Customer is responsible for obtaining all and any insurance which the Customer may require for any potential loss which the Customer may suffer through the unavailability of a Service and / or any other postal site and / or address.

- 9.11. The Customer acknowledges that by entering into any contract and / or other obligation with any third party through the use of the Directory and / or JT Insight, JT will neither become a party to such arrangements nor assume any liability thereunder.

## 10. ASSIGNMENT

- 10.1. The Customer may not assign the Contract without the prior written consent of JT.
- 10.2. JT reserves the right to assign all or part of this Contract to any third party and / or to sub-contract any of its obligations hereunder.

## 11. FORCE MAJEURE

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

## 12. 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 stated otherwise in these Conditions or specifically otherwise agreed in writing.

## 13. NOTICES

- 13.1. 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.
- 13.2. The Customer's address for correspondence shall be the contact address as specified in the Application Form or an address notified to JT by the Customer in writing as an address to which bills may be sent or the Customer's usual or last known place of abode or business or if the Customer is a limited company its registered office.
- 13.3. JT's address for correspondence in the Bailiwick of Jersey shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 13.4. JT's address for correspondence in the Bailiwick of Guernsey shall be 24 High Street, St Peter Port, Guernsey GY1 2JU.

## 14. TERMINATION

- 14.1. JT may (without prejudice to any other right and / or remedy) cancel this Contract without penalty and with immediate effect if:
- 14.1.1. JT is unable to publish any Advertisement(s) as requested by the Customer for reasons beyond its control or otherwise for reasons not attributable to its fault;
- 14.1.2. the Customer fails to satisfy JT with regard to any credit check undertaken in respect of the Customer;
- 14.1.3. the Customer fails to pay when due any sum payable under this Contract and / or other advertising contract and / or any other agreement or contract made between the Customer and JT;
- 14.1.4. the Customer becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commits an act indicative of insolvency under the law of any jurisdiction or enters into a composition with its creditors in the Bailiwick of Jersey or elsewhere;
- 14.1.5. the Customer is declared en désastre or passes any special resolution to enter into voluntary liquidation or is placed into compulsory liquidation by act of the Royal Court of Guernsey or a summons or process is served upon the Customer with the intent of obtaining any such order or the Customer becomes bankrupt or otherwise commits any act indicative of or analogous to insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Guernsey or elsewhere;
- 14.1.6. the Customer fails to observe and / or perform the Conditions and / or the conditions of any other agreement or contract made between the Customer and JT and fails to remedy to such breach as soon as possible and in any event within 28 days after the date

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that JT serves written notice on the Customer in relation to such breach; and / or

- 14.1.7. the Customer does or allows to be done anything which in JT's opinion will or may have the effect of jeopardising the image and reputation of JT and/or the Directory and / or JT Insight or such cancellation is in the best interests of JT and / or its customers.
- 14.2. JT may for technical or other reasons suspend the placing of Advertisements on JT Insight. Notwithstanding any suspension of Advertising under this clause, the Customer shall remain liable for all charges due for any Advertisements unless JT at its sole discretion determines otherwise.
- 14.3. The Contract may be terminated by the Customer if:
  - 14.3.1. JT unreasonably exercises its rights of variation or suspension under this Contract, by the Customer giving written notice to JT within 14 days of the notice of variation or suspension; or
  - 14.3.2. JT fails to observe or perform the Conditions and fails to remedy such breach as soon as possible and in any event within 28 days after the date that the Customer serves written notice on JT in relation to such breach, by giving written notice to JT of such termination.
- 14.4. Subject to the above either party may terminate this Contract always provided that the party wishing so to terminate the Contract gives to the other party written notice of its intention so to do as set out in clause 14.5 and such termination shall not affect any rights to enforce any term hereof which has accrued prior to the effective date of termination.
- 14.5. Notice of termination of the Contract shall apply in the case of JT at least 1 calendar month prior to the effective date of the purported termination of this Contract and in the case of the Customer:
  - 14.5.1. Printed Advertisements may be cancelled if written notification is received by JT before any relevant Closing Date. JT reserves the right to charge an administrative fee applicable to any Advertisements so cancelled;
  - 14.5.2. On-line and SMS Advertisements may be cancelled if 1 calendar month's written notification is received from the Customer by JT.

### **15. SEVERANCE**

- 15.1. 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.

### **16. GOVERNING LAW**

- 16.1. A Contract made between the Customer and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of the Island of Jersey.
- 16.2. A Contract made between the Customer 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.

### **17. DATA PROTECTION**

- 17.1. JT will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Contract to anyone other than (i) members of the JT Group or (ii) subject to the relevant Data Protection legislation, third party sub-contractors or agents engaged by JT, such disclosure being made in either case in order for it to be able to provide the Customer with a Service.
- 17.2. JT adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005 or the Data Protection (Bailiwick of Guernsey) Law 2001 as applicable, details of which policies are included in the relevant Consumer Code of Practice which can be found On-line at [www.itglobal.com](http://www.itglobal.com).
- 17.3. JT 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.