

JERSEY TELECOM 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 0800 735 2508 or e-mail infoservices@jerseytelecom.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 Jersey Insight, as requested and / or selected by the Customer in the Application Form and submitted to Jersey Telecom or its authorised agents for inclusion in or already included in the Directory and / or on Jersey 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 Jersey Insight, signed by the Customer and returned to Jersey Telecom.
- 1.4. "Banner" means a space situated on a web page of Jersey 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 at Jersey Insight.
- 1.6. "Charges" means the sums, including GST where applicable, payable by the Customer to Jersey Telecom for the placement of an Advertisement in the Directory and / or on Jersey 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 Jersey 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 Jersey Telecom.
- 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 Jersey Telecom 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 Jersey Telecom 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, where applicable, by Jersey Telecom to the Customer at a rate of 3% of 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. "Jersey Insight" means the website on the World Wide Web at address www.jerseyinsight.com and is used in the Conditions to refer to the placing of Advertisement(s) on Jersey Insight, which is a registered business name of Jersey Telecom.
- 1.17. "Jersey Telecom" means Jersey Telecom Limited, registered number 83487, having its head office at 1 The Forum, Grenville St., St Helier, Jersey, JE4 8PB, its successors or assigns as notified to the Customer from time to time.
- 1.18. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.19. "Link" means a method by which a visitor to Jersey 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 Jersey Telecom's site at www.jerseytelecom.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 Jersey Telecom in an electronic format,

which is fit for reproduction in the Directory and / or Jersey Insight without any additional setting or processing required.

- 1.22. "Rate Card" means the Jersey Telecom publication which provides information concerning advertising in the Directory and / or on Jersey Insight including current Charges.
- 1.23. "Service" means the publishing of an Advertisement in the Directory, on Jersey Insight, via mobile telephone SMS text message and / or by e-mail.
- 1.24. "Setting Charge" means the amount charged to the Customer by Jersey Telecom for the composition of any Advertisement(s) which is / are not provided to Jersey Telecom 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 Jersey 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 Jersey Insight.
- 1.29. "Web Page" means a fixed space in Jersey 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 are 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 when either the Application Form has been accepted by Jersey Telecom or 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 Jersey Insight Advertisements.

3. VARIATION

- 3.1. Jersey Telecom may from time to time amend, vary or add to the Conditions including all and any Charges applicable to the 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 Jersey Telecom's offices, 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 Jersey Telecom and signed by an authorised officer of the same.
- 3.3. Save as in herein expressly provided no servant or agent of Jersey Telecom 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 Jersey Telecom or its authorised agents for inclusion in the Directory and / or Jersey Insight shall comply with the specifications as detailed in the Rate Card and / or any other relevant instructions as provided to the Customer by Jersey Telecom or its authorised agents from time to time.
- 4.2. Proof copies for new or amended Display Advertisements will be forwarded by Jersey Telecom 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 Jersey Telecom. For the avoidance of doubt, Jersey Telecom 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 Jersey Telecom, the Directory and / or Jersey Insight and / or which does not comply with its policy and practice current at date of submission of the relevant Advertisement(s) to Jersey Telecom.
- 4.4. Applications for amendments, modifications or additions to any Advertisement(s) should be made in writing by the Customer and submitted to Jersey Telecom before the Closing Date.

JERSEY TELECOM ADVERTISING AND LISTING TERMS AND CONDITIONS

- 4.5. Jersey Telecom does not guarantee the position of any Advertisement and Charges will be due in full irrespective of placement.
- 4.6. The Customer grants to Jersey Telecom 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 Jersey Insight and / or to use the Advertisement in any promotional or advertising material and / or campaign promoting or advertising Jersey Telecom, its products and / or services.

5. FURTHER INSTRUCTIONS

- 5.1. Jersey Telecom may, at its discretion, at any time after the initial Application provide the Service or additional services to existing Customers in conjunction with or related to the 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. Jersey Telecom 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 Jersey Telecom by the existing Customer when giving instructions in relation to the Service under clause 5 is accurate, complete and not misleading in any way whatsoever and Jersey Telecom 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, Jersey Telecom accepts no liability whatsoever and howsoever arising in respect of the Service or any other additional services provided or terminated or any action taken or not taken in reliance of telephone instructions received by Jersey Telecom and the Customer shall be responsible for all and any sums payable under these Conditions.

6. STATISTICS

Jersey Telecom does not undertake to provide the Customer or any third party with any statistical information relating to any Advertisements, any Directory and / or Jersey Insight. The provision by Jersey Telecom to the Customer and / or any third party of any statistics relating to any Advertisement, any Directory and / or Jersey Insight does not constitute the fulfilment of any contractual obligation and Jersey Telecom 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 agreed between the Customer and Jersey Telecom. 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, Jersey Telecom 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 Jersey Telecom, to withhold and / or withdraw publication of any Advertisement(s).
- 7.2. In addition to the Charges, Jersey Telecom 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 Jersey Telecom, before inclusion in the Directory and / or the Jersey Insight where Jersey Telecom, 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, Jersey Telecom 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 Jersey Telecom is requested to prepare a Display Advertisement and / or a Web Page a Setting Charge will apply.
- 7.5. Jersey Telecom 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.

8. OBLIGATIONS OF THE CUSTOMER

The Customer:

- 8.1. must provide to Jersey Telecom or its authorised agents all materials for the Advertisement(s) in accordance with Jersey Telecom's practice and policies effective at the time of submission of the Advertisement(s), paying particular attention to the manner of transmission to Jersey Telecom or its authorised agents, the lead-time prior to publication of the Advertisement(s) and such technical specifications as Jersey Telecom may in its absolute discretion demand;
- 8.2. must carefully check the accuracy of all proof Advertisements sent and advise Jersey Telecom of any amendments, modifications or additions before the Closing Date;
- 8.3. must inform Jersey Telecom 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 Jersey Telecom is unable to exercise control over the content of any Customer Website and / or data accessible by use of it and undertakes to use Jersey 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 Jersey Telecom 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 Jersey Telecom do not infringe any intellectual property rights of any third party and shall indemnify and keep indemnified Jersey Telecom 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. at all times keep any login code and / or password and / or PIN assigned by Jersey Telecom or otherwise for use of the Service secure and not disclose the same to any unauthorised person;
- 8.10. immediately notify Jersey Telecom 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;
- 8.11. be responsible for all and any charges of any nature that may be incurred by Jersey Telecom as a result of any use, authorised or not, of the login code and / or password and / or PIN;
- 8.12. be responsible for all damage or loss caused to Jersey Telecom or third parties by misuse of the Service other than due to the acts or omissions of Jersey Telecom its employees, agents and / or subcontractors;

9. EXCLUSION AND LIMITATION OF LIABILITY

- 9.1. The following provisions set out Jersey Telecom'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 the Service. The Customer's attention is in particular drawn to these provisions.
- 9.2. Jersey Telecom does not exclude or restrict liability for death or personal injury resulting from its own negligence.

JERSEY TELECOM ADVERTISING AND LISTING TERMS AND CONDITIONS

- 9.3. Except as otherwise expressly agreed in writing by the parties, Jersey Telecom 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 the Service except as provided in 9.2 above. Whilst Jersey Telecom will use its reasonable endeavours to maintain the quality of the Service and to ensure that the Service is available at all times it makes no representation and / or warranty in relation thereto.
- 9.4. Without prejudice to the generality of 9.2 or 9.3, Jersey Telecom 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 the Service and / or Jersey Insight (and without prejudice to the generality of the foregoing and clause 9.2 above, Jersey Telecom 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 Jersey Telecom) whether direct, indirect, foreseeable or unforeseeable;
- 9.4.3. any use of the 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 Jersey Telecom or its agents.
- 9.5. Jersey Telecom 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 the 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 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 the total annual Charges payable by the Customer for the publication of its Advertisements for any one event or series of events.
- 9.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 9.8. The Customer agrees to indemnify Jersey Telecom and hold Jersey Telecom 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 Jersey Telecom by any third party located in any jurisdiction arising from and/or in connection with the 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 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.
- 9.9. Jersey Telecom will use reasonable endeavours to maintain the quality of Jersey Insight and to ensure Jersey 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 Jersey Telecom 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 Jersey Insight.
- 9.10. Jersey Telecom is not responsible for maintaining any site and / or address on the World Wide Web other than its own site and address and Jersey Telecom 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 the 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 Jersey Insight, Jersey Telecom 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 Jersey Telecom.
- 10.2. Jersey Telecom 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**
- Jersey Telecom 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 the Service or upon which Jersey Telecom relies in order to provide any part of the Service) and national and / or civil emergencies.
- 12. ENTIRE AGREEMENT**
- The Conditions supersede all prior oral or written communications regarding the Service and contain the whole agreement between the parties relating to the 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, facsimile 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 Jersey Telecom 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. Jersey Telecom's address for correspondence shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB. Jersey Telecom's facsimile number for notice by facsimile (with confirmation by post or delivery) shall be 01534 882883.
- 14. TERMINATION**
- 14.1. Jersey Telecom may (without prejudice to any other right and / or remedy) cancel this Contract without penalty and with immediate effect if:
- 14.1.1. Jersey Telecom 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 Jersey Telecom 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 Jersey Telecom;
- 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 Jersey or elsewhere;
- 14.1.5. the Customer fails to observe and / or perform the Conditions of the Contract and / or the conditions of any other agreement or contract made between the Customer and Jersey Telecom and fails to remedy to such breach as soon as possible and in any event within 28 days after the date that Jersey Telecom serves written notice on the Customer in relation to such breach; and / or
- 14.1.6. the Customer does or allows to be done anything which in Jersey Telecom's opinion will or may have the effect of jeopardising the image and reputation of the Directory and / or Jersey Insight or such cancellation is in the best interests of Jersey Telecom and / or its customers.
- 14.2. Jersey Telecom may for technical or other reasons suspend the placing of Advertisements on Jersey Insight. Notwithstanding any suspension of Advertising under this clause, the Customer shall remain liable for all charges due for any Advertisements unless Jersey Telecom at its sole discretion determines otherwise.
- 14.3. The Contract may be terminated by the Customer if:
- 14.3.1. Jersey Telecom unreasonably exercises its rights of variation or suspension under this Contract, by the Customer giving written notice to Jersey Telecom within 14 days of the notice of variation or suspension.
- 14.3.2. Jersey Telecom fails to observe or perform the Conditions and fails to remedy such breach as soon as possible and in any event

JERSEY TELECOM ADVERTISING AND LISTING TERMS AND CONDITIONS

within 28 days after the date that the Customer serves written notice on Jersey Telecom in relation to such breach, by giving written notice to Jersey Telecom 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 Jersey Telecom 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 Jersey Telecom before any relevant Closing Date. Jersey Telecom 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 Jersey Telecom.

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. The Contract 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.

17. DATA PROTECTION

17.1. 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.

17.2. 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.

17.3. 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.