



# Print Media & Directory.im Service Description

manx telecom

## Print Media & Directory.im Advertising - Service Description

### Introduction

This service description, together with the Application for Advertising, our Business Terms and Conditions [mt.im/business-terms](http://mt.im/business-terms) and all relevant copy layout sets, constitute the Contract under which we shall provide you with the services as described in this service description.

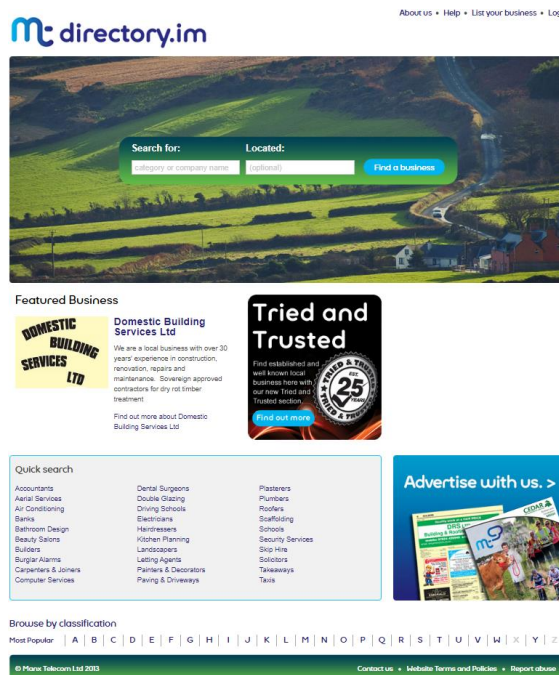
### The Service

Manx Telecom publishes a telephone directory, commonly called a phone book, which contains a list of telephone subscribers on the Isle of Man. Its purpose is to allow the telephone number of a business or residential subscriber identified by name and address to be found.

As well as a paper directory in book form, we also offer an online directory, called Directory.im, which is accessed through the search feature found on the Manx.net home page:

Or by visiting [www.directory.im](http://www.directory.im).

Customers can purchase advertising space by discussing their needs with our directory sales team that can be reached on 0808 162 4114 or email [directorysales@manxtelecom.com](mailto:directorysales@manxtelecom.com).



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### Paper directory

Our printed phone directory, published annually, starts distribution in November. Submission deadline is 30<sup>th</sup> September. Printed in a book that is 297mm high x 210mm wide, customers can purchase advertising space promoting their business to the Isle of Man community.

Business adverts will be printed in the Business pages of the directory, which are printed on a distinctly yellow background, and the White pages section with prominent entries.

Where you have instructed us to prepare artwork for you, we will prepare the same for your advertisement. We will own all Intellectual Property Rights in all such artwork. Proof copies of your advertisement will be sent to you for checking and if no objection is received by us within 7 working days of the date of the proof copies of your advertisement or any earlier dates as notified by us, your advertisement shall be deemed correct and shall be published in such form as detailed in the proof copies. If you require changes to be made, a new proof will be issued and a further 7 days will be given. We are unable to extend the approvals process.

### Business Pages – Colours

- Customers have the choice of mono – black on yellow
- One spot – one additional colour
- Full colour – as many colours as a customer requires
- White knockout – a white background with black and one colour text
- Super Bold Entry – black on yellow background
- Super Bold Entry – 1 colour
- Bold Face Entry
- Light Face Entry – black on yellow background
- Light Face Entry – 1 colour

### Business Pages Advertising descriptions and sizing:

A comprehensive list of advertising types is available for you to choose from. Listed below are the types of advert and their sizes. For examples of the sizes in relation to the page they will be displayed on, can be found in the appendices at the end of this document. Please take note of the sizing, as this may be different to previous directories your business has featured in:

Double page spread	2 x 270mm h x 190mm w
Whole page	270mm h x 190mm w
Three quarter page	193mm h x 190mm w
Half page	130mm h x 153.8mm w
Double half column	130mm h x 125mm w
Double super quarter column	99mm h x 125mm w
Quarter page	63mm h x 190mm w
Half column	130mm h x 60mm w
Double quarter column	63mm h x 125mm w
Super quarter column	99mm h x 60mm w
Quarter column	63mm h x 60mm w
35mm	35mm h x 60mm w
20mm	20mm h x 60mm w
Tried and Trusted	84mm h x 190mm w
Inside / Outside cover	297mm h x 210mm w
Spine Sponsorship	297mm h x width dependant on final size of directory
Bound inserts	Single, double or triple pages

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Business Pages customers can also purchase:

- Super Bold Entry
- Bold Face Entry
- Light Face Entry
- Extra lines entries
- CAS advert – such as ACCA and Chartered Accountants

### White Pages – Colours

- Super Bold Entry – black on white background
- Super Bold Entry – 1 colour
- Bold Face Entry
- Extra words – up to 3 additional words

### White Pages Advertising descriptions and sizing:

The White Pages section includes both Business and Residential customers of Manx Telecom and can include other licenced providers on the Isle of Man. Listed below are the types of advert and their sizes. For examples of the sizes in relation to the page they will be displayed on, can be found in the appendices at the end of this document. Please take note of the sizing, as this may be different to previous directories your business has featured in:

Banner	35mm h x 190mm w
30mm	30mm h x 90mm w
Quarter column	63mm h x 90mm w
Half column	130mm h x 90mm w
Half page	130mm h x 190mm w
Whole page	270mm h x 190mm w



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### Directory.im

A comprehensive list of advertising types is available for you to choose from. Listed below are the types of advert and their sizes. Please refer to the appendices at the end of this document, for examples of the listing types your business can be featured in. There is no deadline for advertising in directory.im. When purchasing the service, your listing will go live as soon as practically possible from receipt of your order.

Customers can supply artwork – such as contents, company logos, name, photos, videos, illustrations, website domain names, trademarks, service marks, can all be used in listings. If you do not supply this information, we will take what you have on your own social and website and create the entry for you. A link of the entry will be sent to you to view. If required, amendments need to be provided within 7 days.

Basic listing	A free listing which provides company name, address, contact land line and mobile numbers in one classification (such as builder)
Premium Entry (Print Companion)	Positioning is on a random, depends on how often entry is updated, how much text information is displayed, how many images, if you have web, email links and social media links basis. They follow any existing priority listing businesses.  Listing includes images, company logo, space for customers to tell customers about the company and what it offers. Links to customer's website and to send email
Premium Entry	Positioning is determined by the content and frequency of the updates.  Listing includes images, company logo, space for customers to tell customers about the company and what it offers. Links to customer's website and to send email
Premium Entry Additional Classification	Positioning is determined by the content and frequency of the updates. Customers have login access to make amendments to their entries.  Listing includes images, company logo, space for customers to tell customers about the company and what it offers. Links to customer's website and to send email
Priority Listing 1*	Guaranteed position 1 on the classification page. Shaded green to differentiate from premium listings.  Listing includes images, company logo, space for customers to tell customers about the company and what it offers. Links to customer's website and to send email
Priority Listing 2*	Guaranteed position 2 on the classification page. Shaded green to differentiate from premium listings.  Listing includes images, company logo, space for customers to tell customers about the company and what it offers. Links to customer's website and to send email

## Print Media & Directory.im Advertising - Service Description

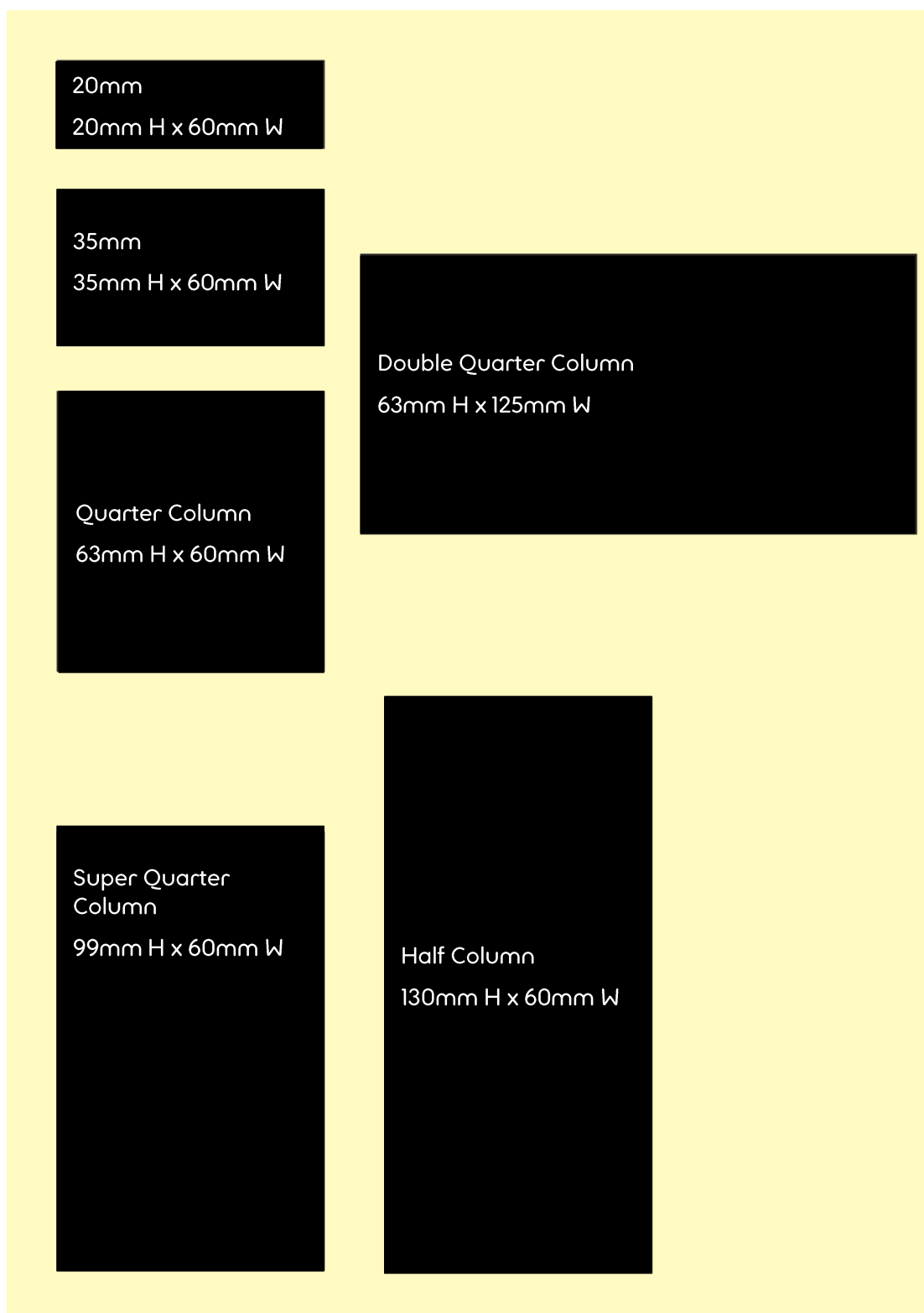
Priority Listing 3*	<p>Guaranteed position 3 on the classification page. Shaded green to differentiate from premium listings.</p> <p>Listing includes images, company logo, space for customers to tell customers about the company and what it offers. Links to customer's website and to send email</p>
Priority Listing 4*	<p>Guaranteed position 4 on the classification page. Shaded green to differentiate from premium listings.</p> <p>Listing includes images, company logo, space for customers to tell customers about the company and what it offers. Links to customer's website and to send email</p>
Classification Advert (directory.im only)	Classification MPU - Static or animated advert within a classification
Classification Advert - additional classification	2nd or more, classification MPU - Static or animated advert within a classification
Featured Business - 2 weeks tenancy	Home page advert, 2-week booking, logo and additional wording. A link to your premium entry.

\*A Premium Entry is required to allow a Priority Listing.

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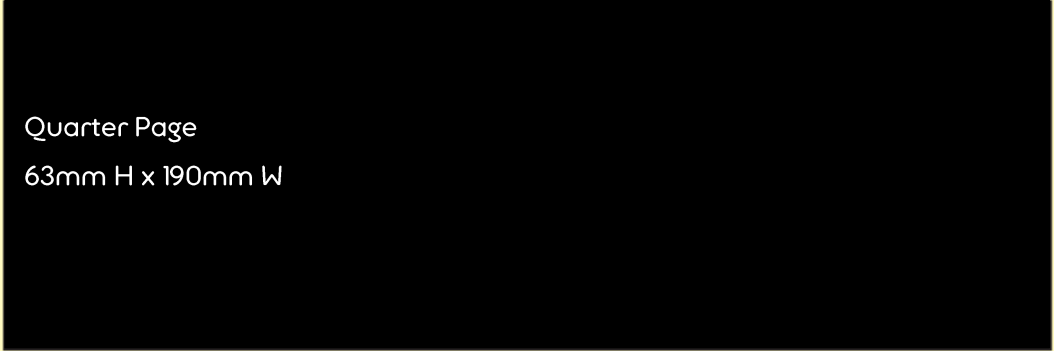
### Appendices

1. Business Pages examples on the yellow pages they will be displayed on:

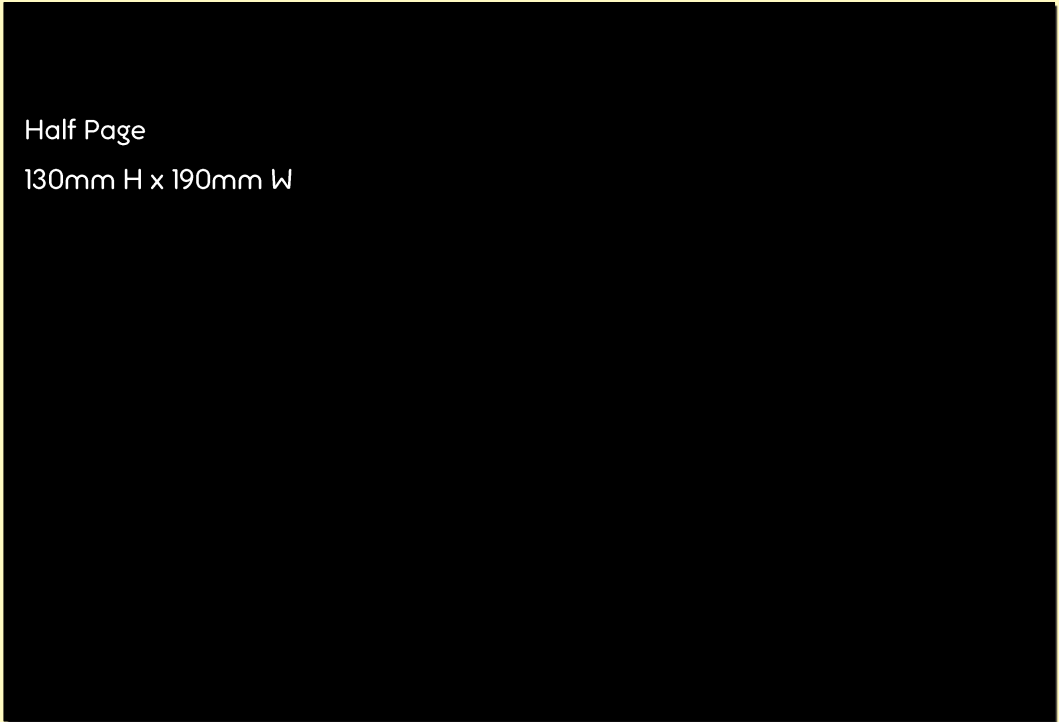


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Quarter Page  
63mm H x 190mm W



Half Page  
130mm H x 190mm W

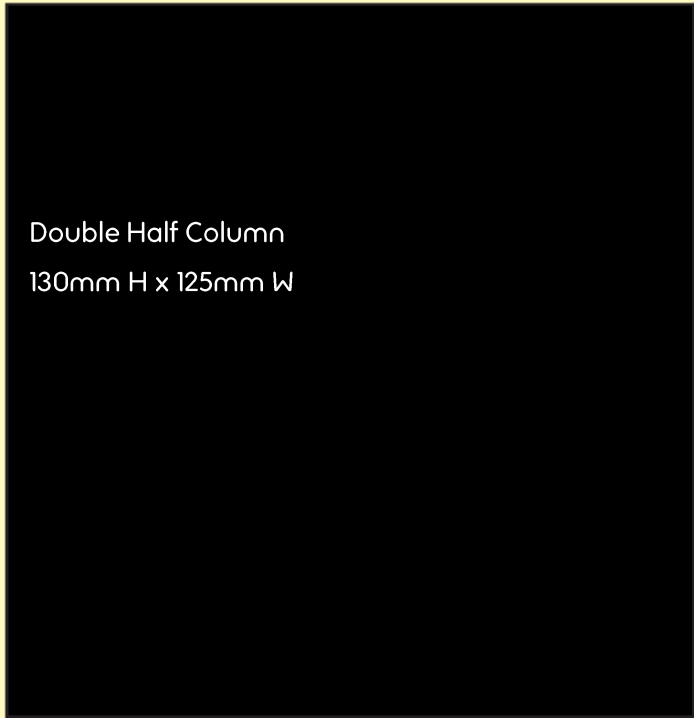


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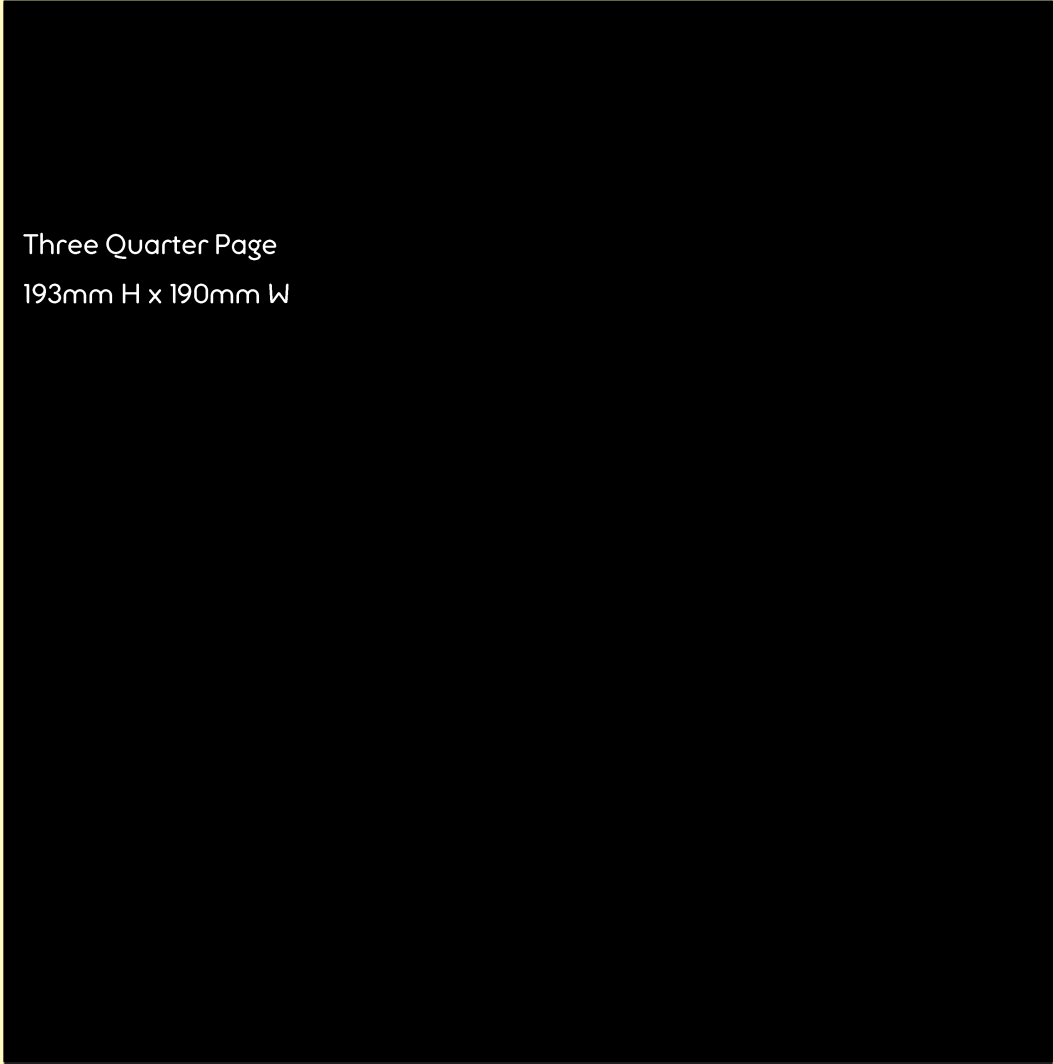
Double Super Quarter Column  
99mm H x 125mm W



Double Half Column  
130mm H x 125mm W

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Three Quarter Page  
193mm H x 190mm W

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Whole page  
270mm H x 190mm W

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White Pages examples on the white pages they will be displayed on:



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Half Page

130mm H x 190mm W

## Print Media & Directory.im Advertising - Service Description

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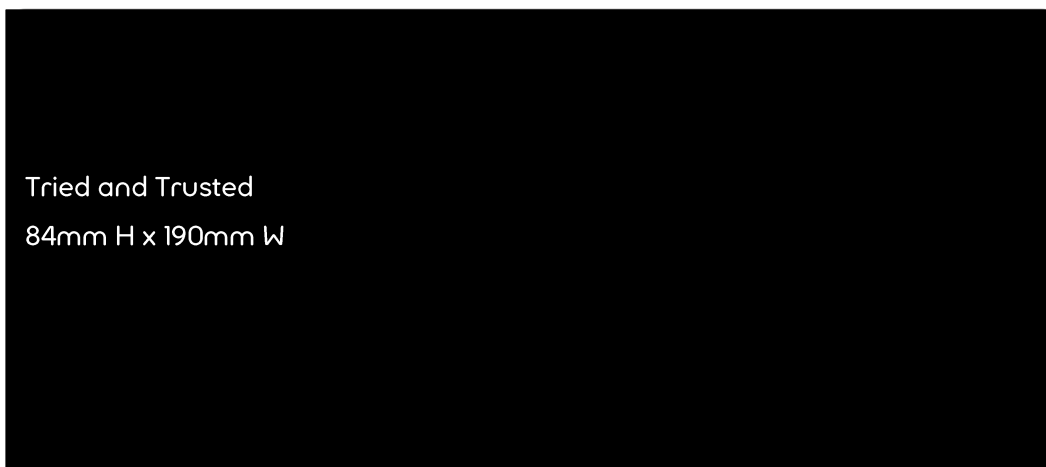
Whole Page

270mm H x 190mm W



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### Tried and Trusted



Tried and Trusted

84mm H x 190mm W

### Lineage Yellow

<p>Simalls Limited, Chartered Accountants &amp; Business Advisors, First Floor, 24 Hill St., IOM ..... 555123</p>	Light & Standard entry	- font Swizz-Roman - 6.4pt
<p><b>STEWART, KATHRINE,</b> (Chartered Accountant), Mobile ..... 07797 555123</p>	Bold entry	- font Swizz-Heavy - 6.4pt
<p><b>ROSSCOT</b> <b>CHARTERED ACCOUNTANTS,</b> Thomas Edge House, Tunnell St., S.H. IOM ..... 555123</p>	Superbold entry	- font Swizz-Black - 8pt - font Swizz-Heavy - 6.4pt
<p><b>BULL &amp; COMPANY,</b> (Property Management, Residential &amp; Commercial Lettings), St Ives, Colomberie Parade, Colomberie, S.H. IOM ..... 555123 Fax ..... 555123 E ..... bullcompany@fak.com W ..... www.fackaddress.com</p>	Info Entry	- font Swizz-Black- 8pt - font Swizz-Black - 7.2pt - font Swizz-Heavy - 6.4pt - font Swizz-Roman - 6.4pt

### Lineage White

<p>Simalls Limited, Chartered Accountants &amp; Business Advisors, First Floor, 24 Hill St., IOM ..... 555123</p>	Light & Standard entry	- font Swizz-Roman - 6.4pt
<p><b>STEWART, KATHRINE,</b> (Chartered Accountant), Mobile ..... 07797 555123</p>	Bold entry	- font Swizz-Heavy - 6.4pt
<p><b>ROSSCOT</b> <b>CHARTERED ACCOUNTANTS,</b> Thomas Edge House, Tunnell St., S.H. IOM ..... 555123</p>	Superbold entry	- font Swizz-Black - 8pt - font Swizz-Heavy - 6.4pt
<p><b>BULL &amp; COMPANY,</b> (Property Management, Residential &amp; Commercial Lettings), St Ives, Colomberie Parade, Colomberie, S.H. IOM ..... 555123 Fax ..... 555123 E ..... bullcompany@fak.com W ..... www.fackaddress.com</p>	Info Entry	- font Swizz-Black- 8pt - font Swizz-Black - 7.2pt - font Swizz-Heavy - 6.4pt - font Swizz-Roman - 6.4pt

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### 2. Specific terms and conditions

#### Interpretation & Definitions

- 2.1. Unless the context otherwise requires, terms and phrases defined in the order form and the fees list will have the same meaning when used in this Service Description.

### Paper directory

#### Duration

- 2.2. These terms shall come into effect on the commencement date and shall continue for the Initial Period. Following the expiry of the initial period, these terms shall remain in force for successive periods of 12 months until terminated by either party giving notice, in accordance with the provisions of the contract, expiring on the last day of the Initial Period, or on any anniversary of the commencement date (as appropriate).

#### Our obligations

- 2.3. We will use our reasonable endeavours to include your promotional materials in the appropriate sections and classifications, in accordance with the copy layout sets, in each relevant directory. If we agree to include your promotional materials in the paper directory it will be included in the next edition of the paper directory. If we agree to include your promotional materials in the internet directory, directory.im, it will be included as soon as reasonably practicable. Subject to the terms of the contract, an exact replica of your promotional materials will be published in each subsequent edition of the paper directory and your promotional materials will continue to appear in directory.im.
- 2.4. Where you have instructed us to prepare artwork, we will own the intellectual property rights in all such artwork. Proof copies of your advertisement will be sent to you for checking and if no objection is received by us within 7 working days of the date of the proof, copies of your advertisement shall be deemed correct and shall be published in such form as detailed in the proof copies.
- 2.5. We will use our reasonable endeavours to distribute one copy of our paper directory free of charge to each occupied premises on the Isle of Man. We will also make available additional copies of the paper directory for purchase, if required.
- 2.6. Although we plan to issue a new edition of our paper directory once every calendar year, we reserve the right to adjust the publication date(s) of the same and to amend the layout, sections and classifications, all such rights to be exercised solely at our discretion.
- 2.7. The first letter (or letters) of the name stated on the copy layout sets will generally denote the position of your promotional material within the relevant classification. Whilst we will endeavour to comply with your wishes, we cannot guarantee that your promotional materials will appear on a page in a specified position. We also reserve the right to use different styles or typefaces to those requested by you if they are not compatible with those that we use to produce our directories.

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### Your obligations

- 2.8. You must make sure that your promotional materials are legal, decent, honest and truthful and that they comply with all current legislation of the Isle of Man and all other relevant jurisdictions, the British Code of Advertising Practice, the UK Code of Non-broadcast Advertising, sales promotion and direct marketing and all other applicable codes and regulations. We may refuse to include your promotional materials in our directories and/or on any website, if we deem such promotional materials to be offensive, indecent, contrary to applicable law or public policy or that they infringe the rights or privileges of any person.

You warrant, undertake and represent that You are:

- (i) the owner of all intellectual property rights which are incorporated into the promotional materials and hereby grant to us a licence to use such intellectual property rights as are incorporated in your promotional material for the purpose of the provision of the services to you
- (ii) that you have been authorised by the owner to grant such licence.
- 2.9. If you have signed the application for advertising on behalf of your client, you shall be solely responsible for your and your client's compliance with the contract and you warrant and represent that your client has provided to you all necessary authorities and approvals to be bound by its terms.
- 2.10. You must provide us with the details that are required in connection with your promotional materials before the closing date.
- 2.11. You must inform us of any changes to your trade, profession, or business (or that of your client, where applicable) that might make your promotional materials misleading or incorrect.
- 2.12. You confirm and acknowledge that you have obtained all necessary authorisations and approvals required to represent and bind the business, partnership and/or company for which the promotional materials give benefit via advertising. You accept liability personally or jointly and severally with each partner, as applicable, if the charges are not paid, in accordance with the terms of the contract.
- 2.13. If your business should be acquired by, merged with or reverted to a third party and you do not terminate the contract, you agree that you shall assign all benefits and novate all liabilities to such third party and that the third party agrees to such assignment and novation, in accordance with the terms of the contract. You shall indemnify us against all costs, losses, damages, and other liabilities incurred by us, if such third party does not comply with the terms of the contract, for any reason.

### Charges

- 2.14. On the publication date of each subsequent edition of the directories, we shall be entitled to increase the charges by an amount equal to the greater of:
- (i) 5% of the charges; or
- (ii) the increase in the Retail Price Index calculated from the commencement date to the annual anniversary of the commencement date. The current charge plus the increase, as detailed in this clause 2.16, shall be the new charge for the services, and references in the contract shall be construed accordingly.

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- 2.15. We will write to you to notify you of the new charges for the next and each subsequent edition of the relevant directories:
- (a) if you pay the charges in instalments, at least 45 days prior to us taking the first instalment for that edition of the relevant Directory; otherwise
  - (b) at least 45 days prior to the closing date for that edition of the relevant directories.
- If you do not wish to pay the new charges for the next or any subsequent edition of the relevant directories, you must notify us within 14 days of the date of such a letter and such notice shall be treated by us as a request by you to terminate the contract upon the next following closing date.
- 2.16. The Charges shall be due for payment, in full, on the commencement date, or thereafter, on each anniversary of the commencement date. Subject to clause 2.16, You must pay all charges within fourteen (14) days of the date of the relevant invoice, unless we have agreed to accept payment of the charges by instalments, in which case you will pay in accordance with the terms of any credit agreement between us and you, if applicable, or, otherwise, in accordance with the payment provisions in the contract. If payment of any sum due to us is not received by the due date, we may charge you interest at 2% per annum above the base rate of National Westminster Bank plc as current from time to time, until the payment of the charges is made in full.
- 2.17. Where we have agreed to accept payment of the charges in instalments, a Direct Debit Mandate will allow us to collect payment of each instalment of the charges from your bank. You shall notify us of any changes to your information which may render the Direct Debit Mandate void, including, but not limited to, a change of business name and/or a change of bank. You shall enter a new Direct Debit Mandate, where we reasonably request you to do so.
- 2.18. Without prejudice to any other rights and remedies, if you do not make payment to us when due, we will write to you explaining that payment is overdue. If you do not settle all outstanding amounts within 7 days of the date of our letter, we may:
- (i) remove your promotional material from our directories or refuse to include your promotional material in our directories (as appropriate); and/or
  - (ii) terminate the contract and charge you a termination payment.
- 2.19. Where any charges or other monies properly due to us from you under the contract or any other agreements with us are outstanding, We will be entitled to offset such payments against any payments due from us to you under any other agreements between us and you.

### Liabilities

- 2.20. Except as expressly provided in the contract, all conditions, warranties, terms, undertakings and obligations express or implied by statute (including, without limitation, those relating to satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to us)), common law, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded to the maximum extent permitted by the laws of the Isle of Man.

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- 2.21. We exclude all liability to you in contract, tort (including negligence) or otherwise for any loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings (even when advised of such a possibility); loss of revenue or; any indirect or consequential losses, liabilities or costs.
- 2.22. You will indemnify us against all third party claims that may be made against us or our personnel and all liability that we or they may incur in connection with the services whether in contract, tort (including negligence) or otherwise, except to the extent that they are caused by our negligence or that of our personnel. This indemnity shall include (but shall not be limited to) defamation, passing off, mis-description, false trade descriptions, errors and omissions and infringement of any Intellectual Property Rights or confidentiality obligations.
- 2.23. If there is any error or omission in respect of your promotional materials in any of our directories or chargeable printed media arising as a result of our actions or omissions, you should notify us of such error or omission immediately upon you becoming aware of it and we shall use all reasonable endeavours to correct such error or omission prior to the closing date for any new edition of our paper directory and within 5 working days of you notifying us of such error or omission in respect of directory.im. In the event that the closing date has passed for the paper directory, we shall:
- (i) correct your promotional materials for each subsequent edition of our paper directory and may, at our sole discretion, refund a proportionate amount of the charges paid for the publication of your promotional materials in the current paper directory; and
  - (ii) offer to you a discount of up to 50% of the charges for the publication of your promotional material in the next edition of the paper directory, taking all of the circumstances into consideration. Any refund and/or discount that we provide to you shall be our entire liability to you for such error or omission and you agree that such amount is reasonable, in the circumstances.
- 2.24. Otherwise than as set out above, our maximum aggregate liability to you arising out of, or in connection with, the contract shall be limited in aggregate to £5,000 (five thousand pounds).

### Cancellation and Termination

- 2.25. You shall be entitled to terminate the contract, during the initial period, by sending us notice of termination within seven days of the date we send to you the proof copy of your advertisement. You acknowledge that we shall have incurred time and resource costs in the preparation of the proof copy of your advertisement. As such, termination pursuant to this clause shall be subject to your payment of a termination payment.
- Any request by you to terminate the contract after the expiry of seven days from the date that we send to you the proof copy of your advertisement, shall be at our sole discretion and shall be conditional on full payment of the charges for the initial period.
- 2.26. In respect of any successive 12-month period following the initial period, you shall be entitled to terminate the contract prior to the commencement of the said 12-month period, without any charge. Any request by you to terminate the contract otherwise than in accordance with clause 2.16 will be at our sole discretion and may be conditional on payment of a termination payment or the full payment of the charges for the relevant 12-month period.



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- 2.27. We shall have the right to terminate the contract and levy all applicable charges, if at any time prior to the date of publication of our directory you elect to supply your advertisement on a copy to follow basis and the copy is not supplied by the closing date.
- 2.28. We shall have the right to terminate the contract, if at any time prior to the date of publication We have reason to believe that there is material risk of non-payment by you of any charges. In such circumstances, we shall inform you of our intent to terminate the contract and give you a reasonable opportunity to pay such charges in full and in advance of the date of publication of our directories, to avoid termination of the contract.
- 2.29. We may immediately upon receipt of notice in writing (without prejudice to any other rights and remedies we may have) terminate (either in whole or in part) the contract, if you are:
- 2.30.
- (a) in material breach of any provisions of the contract and (in the case of a breach capable of remedy) fail to remedy such breach within 30 days of written notice to do so.
  - (b) unable to pay your debts as they fall due or threaten to suffer any resolution to wind up your business or you enter into involuntary or compulsory liquidation or have a receiver, or any analogous officer appointed over all or part of your assets.
- 2.31. The expiry or termination of the contract will be without prejudice to any other rights either party may be entitled to and will not affect any accrued rights or liabilities of either party.



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### Directory.im

- 2.32. Materials for an advertisement must be provided no later than the deadline and in accordance with the technical specification in the rate card and service order form.
- 2.33. MT may, without any responsibility to the advertiser, reject, cancel or require any advertisement to be amended that it considers unsuitable or contrary to this services description and remove, suspend or change the position of any such advertisement. MT may refuse to publish any advertisement for any advertiser who has not paid any sums due for any advertising in any of the websites. The advertiser will remain responsible for all outstanding charges.
- 2.34. The publication of an advertisement by MT does not mean that MT accepts the advertisement has been provided in accordance with this services description or that MT has waived its rights within this services description.
- 2.35. The advertiser guarantees to MT that:
- (i) any information supplied in connection with the advertisement is accurate, complete, true, and not misleading.
  - (ii) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any advertisement.
  - (iii) the advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice, (including the UK Code of Non-broadcast Advertising, sales promotion and direct marketing [the CAP Code] and all other codes under the general supervision of the Advertising Standards Authority and/or the Office of Fair Trading), are not libellous or obscene and do not infringe the rights of any person (including any person's intellectual property rights).
  - (iv) the Advertisement will not be prejudicial to the image or reputation of MT or the websites and will not contain anything which MT in good faith considers to be offensive or otherwise inappropriate.
  - (v) all advertisements submitted for publication will be free of any viruses, adware, malware, bit torrents, and no advertisement will cause an adverse effect on the operation of the websites.
- 2.36. Where the advertiser is an advertising agency or media buyer, the advertiser guarantees that they are authorised by their customer to place the advertisement with MT and the advertiser will compensate MT or any claim made by such customer against MT.
- 2.37. All advertisements are accepted on the basis that they will be paid for at the applicable rates set out in the rate card on the date of publication. MT may change its rates at any time by publishing the modified rates at [www.manxtelecom.com](http://www.manxtelecom.com). Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

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### Advertisements

Advertisements are provided on a tenancy basis, in accordance with our rate card and service order form.

- 2.38. The advertiser guarantees to MT that the advertiser's site will:
- (i) be legal, decent, honest, and truthful
  - (ii) not be contrary to the provisions of any applicable law, regulation, or code of practice (including the CAP Code)
  - (iii) not be libellous or obscene
  - (iv) not infringe the rights of any person (including any person's intellectual property rights)
  - (v) not be prejudicial to the image or reputation of MT or the websites
  - (vi) be free from viruses, adware, malware, and/or bit torrents
  - (vii) not cause an adverse effect on the operation of the websites
  - (viii) have a conspicuous privacy policy which complies with all applicable data protection and privacy laws, regulations, and codes of practice.
- 2.39. To the extent MT sets cookies on the devices of users of the advertiser's site(s) for the collection of advertiser data, MT shall notify the advertiser and the advertiser shall ensure that the advertiser's Site complies with all applicable data protection and/or privacy laws, regulations and codes of practice.
- 2.40. MT and its service providers will only use any advertiser data solely in relation to the advertiser's advertising campaign. All such advertiser data collected by MT will be treated as the confidential information of the advertiser and will not be disclosed by MT to any third party without the consent of the advertiser. In no event will any advertiser data be combined with information collected from other sources, except where the advertiser has agreed otherwise.
- 2.41. In the event advertising material is received after midday on the day before an advertisement is due to be published, MT reserves the right to reduce the number of days booked on a pro rata basis for every 24 hours that the material for the advertisement is supplied after this deadline. For example, if material is provided 2 days late for a campaign that is due to run for a month, the number of days will be reduced by 2. There will be no reduction in the fee payable.
- 2.42. MT does not guarantee that inventory meeting any criteria selected by the advertiser within a service order form will necessarily be available nor that it will be available at the times desired by advertiser, until MT confirm the advertiser's order.
- 2.43. The advertiser shall submit creative material for MT to fulfil the requirements stated in the service order form. If MT design the creative material this will be charged separately, and the fee will be defined on the service order form.

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### Liability of MT

- 2.44. MT accepts no responsibility for any interruption or delay the advertiser experiences in delivering any advertisement material to MT or any loss or damage to any advertisement materials.
- 2.45. MT shall use its reasonable endeavours to reproduce advertisements as provided by the advertiser but cannot guarantee that the advertisement will be of the same quality.
- 2.46. MT will not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any advertisements required by any authority having responsibility for the regulation of online advertising (including the Advertising Standards Authority).
- 2.47. MT cannot guarantee the time, dates and/or position of advertisements and all such decisions are at the sole discretion of MT. However, we will use reasonable efforts to comply with advertiser wishes.
- 2.48. If a booked advertisement is not published at all solely due to a mistake on MT's part, MT will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled, and the advertiser shall be entitled to a full refund if the advertiser has paid in advance for the advertisement. This shall be the advertiser's sole remedy for failure to publish the advertisement.
- 2.49. If the advertisement as reproduced by MT contains a substantial error solely due to a mistake on MT's part, MT shall, on request, re-publish the advertisement at no additional cost to the advertiser. MT shall not be responsible for repetition of errors and it is the advertiser's responsibility to inform MT of any errors and provide any necessary assistance to MT to prevent a repeat of the error.
- 2.50. MT shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the advertiser or any loss which could not be contemplated by MT and the advertiser, and MT's maximum total liability for any loss or damage arising out of or in relation to any advertisement whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant advertisement actually paid by or on behalf of the advertiser.
- 2.51. In respect of advertisements on the websites, MT does not guarantee continuous, uninterrupted access by users of the websites but will use reasonable efforts to provide this. In addition, MT will not be responsible for any failure or delay affecting production or publication of any transmission on the websites and any advertisements contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of MT.

### Liability of the Advertiser

- 2.52. The advertiser will fully reimburse MT for all claims, losses or expenses arising due to any breach or failure to perform of any relevant clause within the service description and/or the use or publication of the advertisement by MT in accordance with the service description.

## Print Media & Directory.im Advertising - Service Description

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### Rights

- 2.53. MT owns the copyright in all advertisements produced or designed by us or on our behalf.
- 2.54. The advertiser grants MT the right (free of charge) to:
- (i) use such of the advertiser's names, trademarks and/or logos as MT may consider necessary for the purposes of publishing the advertisements;
  - (ii) reproduce the advertisement in any media at any time from the date the advertisement was last published on the websites for promotional purposes.



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