

# Service Schedule for BT EasyStore Maker Service

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## 1. SERVICE DESCRIPTION

### Service Overview

1.1 The Service is the provision by BT of access to an Application which enables the Customer to set up a store on the Customer's website. The Service does not include the provision of any network access services, hardware, web hosting services or domain names.

1.2 The Service may only be ordered by telephone.

### Service Start Date

1.3 The Service will commence on the date that BT provides the Customer with login details to enable the Customer to access and use the Application.

### Minimum Period

1.4 The Service will have a Minimum Period of 12 months from the Service Start Date.

### Service Description

1.5 The Service allows the Customer to build an online store using the Application that:

- allows the Customer to select a store layout, upload, amend and update information about the products;
- allows the Customer to enter or import product information, including multiple image views of products;
- allows the Customer to set tax and currency settings and shipping information;
- supports a variety of payment gateways for on-line credit card processing; and
- provides a generic SSL certificate in the checkout portion of the Customer's online store.

1.6 Any bespoke graphics or product digital images uploaded using the Application must be in the following format(s):

.jpeg or .gif

1.7 The maximum upload capacity is dependent upon the Customer's available web hosting capacity.

## 2. USE OF THE APPLICATION

2.1 The Customer's use of the Application is at the Customer's own risk.

2.2 BT has no responsibility for any goods, services, information, software or other materials the Customer obtains when using the Application.

2.3 When BT provides the Customer with access to the Application it, and any associated software, is provided for the Customer's use only and is protected by copyright, trademark and other intellectual property rights.

## 3. SERVICE LEVELS

3.1 BT will provide the Service with reasonable skill and care.

### Service Support

3.2 BT will provide a helpdesk facility to the Customer for the Service which can be accessed via telephone and e-mail. BT is not responsible for providing any support, whether technical or otherwise, in respect of the Application.

3.3 BT and/or any BT authorised third party will perform routine system administration of the Service. BT or a BT authorised third party will also perform daily data back-ups of the server platform that supports the Service and will retain these back ups on a secure site for one week only.

3.4 In the event of any unforeseen disruptions to the Service, BT will use reasonable endeavours to restore the basic features of the Service within 24 hours.

### Maintenance

3.5 BT will use reasonable endeavours to provide a minimum of 72 hours' notice of any planned maintenance activity. Where significant Service affecting maintenance is planned BT will use reasonable endeavours to provide 7 days' notice. However BT reserves the right to:

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- (a) Conduct routine maintenance of the Service (including if necessary the right to render the Service unavailable) without notice on Tuesdays between the hours of 8am and 10am.
- (b) Provide emergency maintenance and updates at any time without prior notice.

### 4. RESPONSIBILITIES OF THE CUSTOMER

#### General

- 4.1 To access and use the Service the Customer must have a suitable web hosting product from BT which will be provided under a separate contract subject to BT's applicable standard term and conditions.

Suitable web hosting products are set out at:

<http://business.bt.com/domains-and-web-hosting/web-hosting/web-hosting-packages>.

- 4.2 To access the Service the Customer must use internet browser software Microsoft Internet Explorer version 7.0 (or higher) or Mozilla version 2.0 (or higher).
- 4.3 For administrative tasks a screen resolution of 1,024 x 786 pixels and a colour depth of at least 65,000 colours is required.
- 4.4 In order to use all the functions of the Service the Customer must enable the following in the Customer's browser:
- JavaScript
  - Session cookies
  - pop-up windows.
- 4.5 The Customer is responsible for ensuring that the configuration of the Customer's Equipment is suitable to allow access to the Service and will be responsible for any configuration changes required to the Customer's Equipment to allow access to the Service.

- 4.6 If the Customer accesses the Service via a Local Area Network (LAN), the Customer is responsible for:

- (a) providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service;
- (b) configuration of the IP router, and where present, the Customer's proxy server or the Customer's firewall; and
- (c) appointing a person to be the point of contact with BT for matters relating to the Service (System Administrator).

- 4.7 The Customer is only entitled to access the Service using the single administrative account and log-in process advised to the Customer by BT.

### 5. CHARGES

#### General

- 5.1 The Customer must pay the charges for the Service which are £5 per month.
- 5.2 Payment is due within 28 days of the date of BT's bill.
- 5.3 Clause 4.10 of the Conditions will not apply to the Service, however the Customer may, at its option, elect to pay by monthly direct debit.
- 5.4 Value Added Tax or any other applicable in country sales or use tax, or like charge in a country where Buyers may access the Service, which is payable by the Customer will be added to BT's invoices as appropriate.

#### Early Termination Charges

- 5.5 The termination charge will be calculated on the basis of the Charges due for the remaining part of the Minimum Period.

#### Late Payment Charges

- 5.6 A charge for late payment may be raised when the Customer fails to settle its bill by the due date. Charges are set out in the BT Price List at <http://www.bt.com/pricing> (or any other address that BT advises) Section 15 Part

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12 Subpart 2 (Business charge is applicable).

### 6. ADDITIONAL CONDITIONS

6.1 The Customer is responsible for designing, creating, managing and amending its online store, and for the design, creation, maintenance, and updating of all Customer Information, including creating and uploading any bespoke graphics or product images.

6.2 The Customer is responsible for checking the accuracy of each transaction or computation carried out using the Application, including the calculation and imposition of any applicable taxes, duties and charges of whatever nature and for all documentation relating to such transactions and computations, including the creation of invoices, VAT or other tax records and shipping documentation.

6.3 The Customer agrees that for the purposes of the matters set out in 6.2, the Service is deemed to be under the control of the Customer and BT has no liability for any loss or liability incurred by the Customer relating to such matters.

6.4 The Customer is responsible for any products or services provided to or any transactions of any kind entered into with any Buyer accessing or acting in reliance on the Service, the Customer Information, or Third Party Information. The Customer accepts that BT will have no liability with respect to such transactions. To this end, BT reserves the right to notify prospective buyers or Third Parties of this and other terms and conditions under which the Service is provided.

6.5 The Customer warrants and undertakes that Customer Information, Third Party Information and Customer Data is and will remain accurate and will not include any information or material, any part of which, or the accessing or use of which would be a criminal offence or otherwise unlawful. In particular the Customer warrants that all necessary licences and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained. BT reserves the right to remove any

Customer Information or Third Party Information following notice to the Customer if BT reasonably believes that such information may constitute a breach of this Contract.

6.6 The Customer will notify BT immediately of any changes to the Customer Data.

#### Online payments

6.7 If the Customer promotes or accepts credit and/or debit card payments online, the Customer must enter into an appropriate agreement with the Customer's bank and/or an online payment service provider, and comply with the terms of that agreement. BT does not act as a payment services provider or any other intermediary in respect of payments the Customer accepts.

#### Indemnity

6.8 In addition to clause 3.12 of the Conditions, the Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT relating to:

(a) any binding contractual relationship that the Customer has entered into with a Buyer;

(b) the Products; or

(c) any breach of 6.2 and 6.3 above.

BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

#### Limits of Liability

6.9 The limit of liability under clause 7.2 of the Conditions is limited to £10,000 for any one incident or series of related incidents and to £20,000 for all incidents in any period of 12 months.

6.10 BT excludes all liability of any kind in respect of the Customer Information, Third Party Information and any other material which can be accessed using the Service and is not responsible in any way for any Products provided, advertised, sold or otherwise made available by means of the Service.

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6.11 BT will not in any circumstances be liable to the Customer for any third party claim or liability relating to the provision by the Customer of any payment gateway processing facility and whether arising under contract, tort (including negligence) or otherwise.

6.12 BT will not in any circumstances be liable to the Customer for any third party claim or liability relating to any eBay transactions and whether arising under contract, tort (including negligence) or otherwise.

### **Resale**

6.13 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any one else.

## **7. DEFINITIONS**

7.1 In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:-

**Application** means a wizard-driven software application for building an on-line store.

**Buyer** means a person who enters into or is invited to enter into any transaction with the Customer by means of the Service.

**Customer Information** means information, video, graphics, sound, music, photographs, software, records, data, or any other materials (in whatever form) published or otherwise made available (directly or indirectly) by the Customer or on the Customer's behalf by using the Service.

**Customer Data** means information about the Customer, the System Administrator or the Customer's employees, agents or sub-contractors (which may include personal data subject to laws or regulations) provided to BT by the Customer, the System Administrator or the Customer's employees, agents or sub-contractors.

**Products** means the goods (including software), services or information which the Customer promotes via its online store created through use of the Application.

**Third Party Information** means information, video, graphics, sound, music, photographs, software, data, records, and any other materials (in whatever form) not owned or generated by the Customer or on the Customer's behalf and published or otherwise utilised or made available using the Application.

**SSL** means Secure Socket Layer.