



Conditions for BT Openzone Service (for BT Business Broadband Customers)

1. INTERPRETATION

In this Contract:

"Acceptable Use Policy" means BT's policy for the use of the Service, a copy of which is available at www.btopenzone.com.

"BT" means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000.

"BT Network" means BT's communications network used to provide the Service from the Site to the Internet.

"BT Business Broadband" means a service from BT providing high speed network access to the Internet.

"Contract" means, in order of precedence, these Conditions, and the on-line order form for the Service.

"Customer" means the person named on the BT Business Broadband contract and who has a valid BT e-mail address and has requested the Voucher. BT may accept instructions from another person who BT reasonably believes is acting with the Customer's authority or knowledge.

"Internet" means the global data network comprising interconnected networks using the TCP/IP protocol suite.

"IP" means Internet Protocol.

"Service" means the service described in paragraph 3 of these Conditions.

"Site" means each physical location of the radio access points offering the Service.

"URL" means a uniform resource locator.

"Voucher" means the BT Openzone voucher requested by the Customer valid for the inclusive number of minutes stated by BT or until such expiry date as BT advises, and providing a login name and password to use the Service. The Customer is eligible for one (1) Voucher during the period of the BT Business Broadband Contract.

2. COMMENCEMENT OF THIS CONTRACT

The Contract commences when BT accepts the Customer request for the Voucher, by providing the Customer with the Voucher containing the login name and password. The Customer may then access the Service on-line at www.btopenzone.com using the details on the Voucher.

3. SERVICE DESCRIPTION

3.1 BT Openzone is a wireless data service using radio frequency to a Site, and fixed line connections from the Site to connect to the BT Network and subsequently on to the Internet.

3.2 When a Customer is located within the radio frequency coverage area of a Site it may connect to the Service using its computing equipment and login name and password.



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3.3 The Service is dependent on the suitability of the Customer's computing equipment. The Customer's computing equipment is not provided as part of this Service.

3.4 Due to the nature of the Service the Customer acknowledges and accepts that BT does not guarantee the security of the Service against unlawful access or use. The Customer is responsible for making sure the computing equipment is adequately protected against viruses and other security threats.

3.5 The Customer may access the Service using the Voucher at any Site displaying the BT Openzone or The Cloud sign in the UK and Ireland, and at any British Airways airport lounge worldwide displaying the BT Openzone sign. The Voucher cannot be used at any other Site within the UK or abroad or with any other alternative wireless data service provider.

4. SERVICE PROVISIONING

4.1 BT will provide the Service to the Customer on the terms of this Contract and with the reasonable skill and care of a competent telecommunications service provider.

4.2 BT provides a list of Sites offering availability of the Service published at: www.bt.com/openzone or such other URL as BT may from time to time advise.

4.3 BT will use reasonable efforts to provide uninterrupted Service but from time to time faults may occur, which BT will repair as soon as reasonably practicable.

4.4 Occasionally BT may:

(a) for operational reasons, change the codes or the numbers used by BT for the provision of the Service or the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;

(b) give the Customer instructions which it believes are necessary for reasons of health, safety, security or the quality of any telecommunications service provided by BT to the Customer or any other customer; or

(c) temporarily suspend the Service because of an emergency or for operational maintenance or improvements. Service will be restored as soon as reasonably practicable.

Before doing any of these things BT will give the Customer as much notice as possible.

4.5 BT will provide a Helpdesk for the Customer available 24 hours a day, 7 days a week. Upon initial fault diagnosis by BT, those faults that in BT's opinion are not attributable to the Service shall be referred back to the Customer who reported the fault.

4.6 BT will take all reasonable steps to ensure that the Service meets an acceptable service standard but no specific guarantees of service standards are offered in respect of the Service. In particular BT offers no guarantee or warranty for the performance of the Internet.

5. USE OF THE SERVICE

5.1 It is the Customer's responsibility to obtain and keep in force any licence necessary for the Customer to use the Service.

5.2 The Service must not be used in any way that:

(a) does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful;



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(b) does not comply with any instructions given under paragraphs 4.5(b) and 6.1 or other public telecommunications operator or other competent authority.

5.3 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because the Service is used in breach of paragraphs 5.1 or 5.2. 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 and have due regard to the Customer's representations.

5.4 The Service must not be used:

(a) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights; or

(b) to cause annoyance, inconvenience or needless anxiety; or

(c) to send or provide or receive unsolicited advertising or promotional material; or

(d) other than in accordance with the Acceptable Use Policy, the acceptable use policies of any connected networks and the Internet standards; or

(e) in a way that does not comply with any instructions provided by BT.

5.5 The Service is intended for the Customer's own use only. The Customer must not re-sell, transfer, assign or sub-licence the Service (or any part of it) to anyone else.

Vouchers have no cash redemption value and are not for re-sale or publication.

5.6 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses the Service:

(a) in contravention of paragraph 5.; or

(b) in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT, BT can treat this as a material breach of the Contract and terminate this Contract forthwith.

5.7 The Customer acknowledges that BT has no control over the information transmitted via the Service and that BT does not examine the use to which customers put the Service or the nature of the information they are sending or receiving. BT excludes all liability of any kind in relation to such information and use.

6. CONNECTION OF EQUIPMENT TO THE SERVICE

6.1 The Customer must ensure that any equipment:

(a) connected to or used with the Service must be connected and used in accordance with any applicable instructions, safety and security procedures; and

(b) attached (directly or indirectly) to the Service is compliant with any relevant legislation.



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7. ACCESS TO SITES

BT does not authorise or guarantee access to any of the Sites for the Customer to use the Service or guarantee that Service will continue to be available from a specific Site.

8. CHARGES

The charges for the Service are included within the charges under the Customer's BT Business Broadband contract. The Customer must pay the BT Business Broadband contract charges on time to be eligible to use the Voucher.

9. EXPIRY OF THE VOUCHER

9.1 The Voucher shall automatically expire on the earliest of:

- (a) redemption of the inclusive number of minutes; or
- (b) reaching the expiry date; or
- (c) The Customer terminating the BT Business Broadband contract.

On expiry of the Voucher access to the Service will cease.

9.2 To continue access to the Service on expiry of the Voucher the Customer may purchase a BT Openzone account as set out on www.btopenzone.com.

10. CUSTOMER RESPONSIBILITIES

10.1 The Customer is responsible at its own expense for having suitable computing equipment such as laptop or pocket personal computers with wireless capability and associated software and configurations for use with the Service.

10.2 The Customer is responsible for the security and proper use of all login names and passwords used in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

10.3 The Customer must immediately inform BT if there is any reason to believe that a login name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in a manner not authorised by BT.

10.4 The Customer must not change or attempt to change a login name.

10.5 BT reserves the right to suspend login names and password access to the Service if at any time BT considers that there is or is likely to be a breach of security.

10.6 BT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.

10.7 The Service does not prevent the Customer implementing additional security eg. firewalls on the Customer's equipment.

11. LIMITATION OF LIABILITY

11.1 BT accepts unlimited liability for death or personal injury resulting from its negligence. Paragraphs 11.2, 11.3 and 11.4 do not apply to such liability.



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11.2 BT has no liability for any loss that is not reasonably foreseeable, nor any loss of business, revenue, profits, or savings the Customer expected to make, waste expense, financial loss or data being lost or harmed.

11.3 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £100,000 for any one incident or series of related incidents and to £200,000 for all incidents in any period of 12 months.

11.4 BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including internet registration authorities) or for faults in or failures of their equipment.

11.5 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

12. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

12.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees) or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

12.2 In the event of:

(a) a refusal or delay by a third party to supply a telecommunications service to BT and where there is no alternative service available at reasonable cost; or

(b) the imposition of restrictions of a legal or regulatory nature which prevent BT from supplying the Service then BT will have no liability to the Customer for failure to supply the Service.

13. VARIATION

BT may change the conditions of this Contract upon 28 days notice to the Customer published at www.btopenzone.com. If BT changes the conditions to the material detriment of the Customer, the Customer may terminate this Contract upon written notice to BT.

14. TERMINATION OF THIS CONTRACT

14.1 Either party may terminate this Contract or the Service on 30 days notice to the other.

14.2 BT may terminate this Contract immediately on notice if:

(a) the Customer commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or

(b) immediately on notice if the Customer commits a material breach of this Contract which cannot be remedied; or

(c) on reasonable notice if the Customer is repeatedly in breach of this Contract and fails to remedy the breach within a reasonable time of a written notice to do so.

(d) the Customer terminates the BT Business Broadband Contract.



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15. THIRD PARTY RIGHTS

A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16. LAW AND JURISDICTION

This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.