



# *BT Workspace Lite*

## *Terms & conditions*

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### **READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE**

BT Workspace and BT Workspace Lite are provided to you, and all billing is done, by SMB:Live Corporation on behalf of BT. BT has no liability to you, or any other party in respect of the provisioning or billing of BT Workspace and BT Workspace Lite.

BT Workspace and BT Workspace Lite are governed solely by SMB:Live Corporation's End User License Agreement and you must agree to this License Agreement prior to using the service. In the event that BT withdraws its offer in respect of BT Workspace or BT Workspace Lite, your service may continue to be provided by SMB:Live Corporation as defined in the End User License Agreement below.'

### **SMB:LIVE CORPORATION END USER LICENSE AGREEMENT**

**IMPORTANT - READ CAREFULLY: BY CLICKING THE "Create Workspace" BUTTON OR CHECKING THE "I agree to the Terms and Conditions" CHECKBOX LOCATED ON THIS PAGE YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, CLOSE THE BROWSER AND YOU WILL NOT BE REGISTERED TO USE OR ACCESS THE SITE.**

This is a legal agreement ("Agreement") between You and SMB:LIVE Corporation ("SMBL"), for access to certain hosted intranet applications (the "Site") SMBL makes available to British Telecommunications plc ("BT") customers who have registered to use the applications. "You" refers to either:

(a) the individual that registered and/or provided SMBL his or her credit card or other payment mechanism for the Site or

(b) if the Site access is being purchased on behalf of an entity by an individual authorized to purchase access on behalf of such entity, "You" refers to such entity.

## **Contents**

### **1. License to Use the Site**

Upon completion of the registration process, You will be assigned a unique URL. You may authorize employees, members, and partners to access the Company Workspace within the site ("Internal Users").

You may also grant Your business partners, vendors or affiliates who do not have access to the Company Workspace discrete access to one or many Project Workspaces within the Site ("External Users").

You and Your Internal and External Users are authorized to access the Site (and related Assets as defined in section 3) only through the URL You have been assigned and solely for Your own internal business purposes and for no other purpose.

As long as You comply with the terms of this Agreement, SMBL grants You a non-exclusive, non-transferable, limited right to access, display, and use the Site and the Assets for your own internal business purposes. If you download any Assets from the Site, You may not remove any copyright or trademark notices or other notices that go with it. You may not distribute the Site, including but not limited to any text, images, audio, and video, for any business, commercial, or public purpose. You agree not to interrupt or attempt to interrupt the operation of the Site in any way.



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### **2. Site Versions**

You may access and utilize a version of the Site, called BT Workspace Lite without charge following Your registration. You acknowledge that BT Workspace Lite is a limited version of the Site as follows:

- a) Ten (10) MB of storage space,
- b) Two (2) Internal Users,
- c) Two (2) Project Workspaces. If You want to exceed these limits in using the Site, you must provide SMBL with your billing information to upgrade your version of the Site to a fully paid version of the Site called BT Workspace. SMBL, at any time, has the right to change, modify, eliminate or add to available versions of the Site with ninety (90) days email notice to You. This includes the right to cause You to either upgrade to a paid version of the Site or cease usage of the Site within that ninety (90) day period.

### **3. Payment Terms**

If you upgrade to a paid version of the Site, SMBL will charge You a Monthly Subscription Fee for the Site. SMBL will charge the subscription fee in advance commencing on the date you provide your credit card information to SMBL and on the same date in each succeeding month thereafter.

Subscription fees are non-refundable. Fees are based on the number of Internal Users and the Site storage usage as of the billing date. You are not charged for External Users. You may add or delete the number of Internal Users authorized to use the Site at any time by providing notice to SMBL, but the minimum number of billed Internal Users will never be below two (2).

You may add Internal Users via the "Invite People" function in the Company Workspace. You may delete Internal Users via the "manage users" function within settings. Changes to the number of Internal Users will be reflected in the next month's charges following SMBL's receipt of notice.

Subscription fees are charged to the credit card on file entered in the Manage My Account page. It is Your responsibility to ensure that credit card billing information is complete and accurate at all times. Only the individual designated as the primary billing contact in the Manage My Account page ("Billing Contact") may cancel a Site subscription. Cancellation may be made at any time by sending an e-mail addressed to [support@btworkspace.com](mailto:support@btworkspace.com)

Please specify in the email that You are terminating Your access to the Site. Upon receipt of a valid cancellation request, SMBL may deactivate the Site at any time unless You request a specific period of delay for deactivation to extract data and information that You created on or uploaded to the Site.

As a standard practice, SMBL will not delete any data or information that You created on or uploaded to the Site for thirty (30) days following the cancellation request. Unless and until a cancellation request is received by SMBL, the Subscriber agrees that SMBL may automatically charge the credit card on file for the full amount of each succeeding month's subscription.

SMBL reserves the right to increase the fees it charges for the Site, provided, however, that SMBL will provide You no less than ninety (90) days advance notice of its intention to do so.

SMBL reserves the right to cancel or terminate this Agreement immediately in the event of:

- a) non-payment,



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b) late payment,

c) violation of this Agreement by You or Your Internal or External Users, or

d) without cause on ninety (90) days' notice to You. If You are using the limited version of the Site called BT Workspace Lite, this Agreement will automatically terminate if You or one of Your Internal Users or External Users have not accessed Your Site at least one time within a consecutive ninety (90) day period. After ninety (90) days in which the Site has not been accessed, SMBL has the right to declare the Site inactive, to delete the Site and all data or information that You created on or uploaded to the Site, and to make the Site's unique identifying name available to any other customer. You will receive a warning e-mail notifying you of SMBL's intent to delete the Site after thirty (30) and sixty (60) days of Site inactivity, as well as a final termination e-mail after ninety (90) days of Site inactivity.

#### **4. Ownership**

The Site, applications and functions delivered through the Site, and all materials on the Site deployed by SMBL, including but not limited to audio, images, software, text, and video clips (the "Assets"), and all intellectual property therein, are owned or licensed by SMBL and are protected under U.S. copyright law, international conventions, and other copyright laws. Any text, data, documents, audio, images, video clips created on or uploaded to the Site by You (collectively, your "Content") is owned by You.

We claim no intellectual property rights over your Content, however, we do retain the right to access your Content for purposes of providing the service, and, or meeting our obligations under this Agreement. None of the Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on SMBL's part and SMBL will not be liable for any use or disclosure of any Content.

You cannot use the Assets, except as specified herein. You agree to follow all instructions on the Site limiting the way You may use the Assets. There are proprietary logos, service marks, and trademarks found on the Site. By making them available on the Site, SMBL is not granting You any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Assets may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

#### **5. Indemnification.**

You agree to indemnify, defend, and hold SMBL and all of its agents, directors, employees, information providers, licensors and licensees, officers, and parent (collectively, Indemnified Parties"), harmless from and against any and all liability and costs (including, without limitation, attorneys' fees and costs), incurred by the Indemnified Parties in connection with any claim, action or cause of action arising out of or related to:

(a) any breach by You of this Agreement or the foregoing representations, warranties, and covenants

(b) any allegation that the Content or other materials You submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and

(c) Your activities in connection with the Site. You will cooperate as fully as reasonably required in SMBL's defense of any claim. SMBL reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and you shall not in any event settle any matter without the written consent of SMBL.



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### **6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

YOUR USE OF THE SITE IS AT YOUR OWN RISK. THE SITE (INCLUDING ALL ASSETS AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE) IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SMBL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. SMBL MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING (1) THE ACCURACY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE SITE, OR ANY FUNCTIONS OR APPLICATIONS TO WHICH YOU ARE PROVIDED ACCESS VIA THE SITE, OR ANY ASSETS PUBLISHED ON OR AVAILABLE THROUGH THE SITE. SMBL DOES NOT WARRANT THAT THE SERVER THAT MAKES THIS SITE AVAILABLE IS FREE OF VIRUSES OR OTHER COMPONENTS THAT MAY INFECT, HARM, OR CAUSE DAMAGE TO YOUR COMPUTER EQUIPMENT OR ANY OTHER PROPERTY WHEN YOU ACCESS, BROWSE, DOWNLOAD FROM, OR OTHERWISE USE THE SITE. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO SMBL'S NEGLIGENCE, SHALL SMBL BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES RELATED TO:

(A) THE USE OF,

(B) THE INABILITY TO USE, OR

(C) ERRORS OR OMISSIONS IN THE CONTENTS AND FUNCTIONS OF THIS SITE, EVEN IF SMBL OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL SMBL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNTS PAID BY YOU TO SMBL.

### **7. General Terms and Conditions**

The Terms of Use as displayed and referenced at <http://signup.btworkspace.com/TermsOfUse.aspx> as amended from time to time by SMBL and the SMBL Privacy Policy as described and referenced also at <http://signup.btworkspace.com/PrivacyPolicy.aspx> , as amended from time to time by SMBL are incorporated into and made a part of this Agreement.

By signing this Agreement you acknowledge and agree that you are bound to the Terms of Use and the Privacy Policy. This Agreement, the Terms of Use and the Privacy Policy together constitute the entire agreement between SMBL and You with respect to your use of the Site.

Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this agreement, and the remainder of this Agreement shall continue in full force and effect.

The Contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Courts.