



### **1 Acceptance of Terms and Conditions**

These 'Terms and Conditions' govern the use of this BT website (the 'WebSite'). BT may modify these Terms and Conditions from time to time and you are advised to keep up to date with any changes by regularly reviewing these Terms and Conditions. By using the WebSite you agree to be bound by these Terms and Conditions. These Terms and Conditions govern the use of the WebSite as a service tool and not BT's supply of products and services to you. Any BT products and services available through the WebSite are covered by separate terms and conditions and prices. Orders for any products or services placed via the WebSite will be subject to the appropriate terms and conditions.

Nothing on the WebSite (including, but not limited to, any information placed or statement made by BT on the WebSite) will vary the terms and conditions of your existing contract(s) upon which BT supplies you with products and services.

The WebSite may contain links to other BT sites or to third party sites which may be covered by separate terms and conditions

### **2. Access and Security**

Completion of the off-line application or the online registration process is required to enable log-in to the WebSite.

You may cancel your registration via the Website. Once you cancel your registration you have thirty (30) days to confirm cancellation. Once you confirm cancellation your user profile will be deleted and your WebSite ID and PIN will no longer be active. After your profile registration has been deleted it will not be possible to use the log-in to the WebSite. You are responsible for the security and proper use of all user IDs and passwords used in connection with the WebSite (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

You must immediately inform BT if there is any reason to believe that a user ID 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 an unauthorised way. You must immediately inform BT if any user ID or password could be used by anyone who is no longer authorised to use the WebSite.

Where BT has allowed you to set up user accounts then you must terminate access immediately for anyone who is no longer authorised to use the WebSite. BT reserves the right to suspend User ID and password access to the WebSite if at any time BT considers that there is or is likely to be a breach of security. You must immediately inform BT of any changes to the information you supplied when registering for the WebSite. For security reasons, passwords must be changed when prompted.

### **3. Use of the WebSite**

You must not use the WebSite:

- (a) To disseminate, upload or download any nuisance, abusive, offensive, indecent, obscene, menacing, unlawful, libelous, defamatory or otherwise objectionable material;
- (b) To transmit material that encourages a criminal offence to be committed;
- (c) fraudulently or in connection with a criminal offence under the laws of any country where the WebSite may be accessed;
- (d) to gain unauthorised access to other computing systems ;
- (e) to cause annoyance, inconvenience or needless anxiety;
- (f) to send or provide or receive unsolicited advertising or promotional material;



- (g) in contravention of any instructions that BT has given under the Products and Service Agreement or any other contract that BT has with you that includes or allows access to this WebSite; or
- (h) other than in accordance with the acceptable use policies of any connected networks and the Internet Standards. BT may suspend or cancel your registration if BT reasonably believes that you have breached any of your obligations under this paragraph 3. So far as may be permitted by relevant law or regulation, it is agreed that BT will have no liability and you will make no claim in respect of any use of the WebSite which is contrary to these Terms and Conditions including any use by anyone who is no longer authorised to use the WebSite

#### **4. Copyright**

The content of the WebSite is protected by copyright, trademark and other intellectual property rights as applicable and is provided solely for your own use. Republication or redistribution of any of the content available on the WebSite, including by framing or similar means, is prohibited.

You will indemnify BT against all loss, damages, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against BT by a third party if the WebSite is used in breach of this paragraph 4.

#### **5. Availability**

It is technically impracticable to provide a fault-free WebSite and BT does not undertake to do so. In the case of a fault BT will attempt to restore the WebSite as soon as is reasonably practicable. If a fault occurs in the WebSite you should report it to your usual BT Service Desk. Access to the WebSite may occasionally be suspended or restricted for operational reasons such as maintenance or the introduction of new facilities or services.

If BT is informed of any inaccuracies in the material on the WebSite, BT will use reasonable endeavours to correct the inaccuracies as soon as reasonably practicable.

BT reserves the right at any time and from time to time to modify, edit, delete, suspend or discontinue, temporarily or permanently, the WebSite (or any part of it) and/or the information, materials, products and/or services (or any part of them) available through the WebSite.

#### **6. BT's Liability**

To the full extent that this is permissible under the law governing these terms and conditions, BT excludes liability in contract or negligence under statute or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, goodwill, loss or corruption or destruction of data and/or for any special, indirect or consequential loss or damage whatsoever resulting from your use of or inability to use the WebSite, or from your relying on the accuracy or completeness of the WebSite content.

Nothing in these Terms and Conditions applies to BT's liability in respect of products sold under your existing contract with BT.

Nothing in these Terms and Conditions shall exclude BT's liability for personal injury or death caused by its negligence.

#### **7. Transfer of Rights and Obligations**

You may not transfer any of your rights or obligations under these Terms and Conditions to another party.



### **8. Waiver**

If BT delays in acting upon a breach of these Terms and Conditions that delay will not be regarded as a waiver of that breach. If BT waives a breach of these Terms and Conditions that waiver will be limited to that particular breach.

### **9. Matters Beyond Our Reasonable Control**

BT will not be liable for any breach of these Terms and Conditions caused by circumstances beyond BT's reasonable control.

### **10. Confidentiality**

You and BT will keep in confidence any information of a confidential nature obtained as a result of the use of the WebSite and will not disclose that information to any person other than their employees or professional advisers (or, in the case of BT the employees of a BT Group Company or their suppliers). This paragraph (10) will not apply to:

- (a) any information which has been published other than through a breach of these Terms and Conditions;
- (b) information lawfully in the possession of the recipient before the disclosure took place;
- (c) information which a party is requested to disclose which, if it did not it would be required by law to do so.

### **11. Data Protection**

BT will comply with its obligations under applicable data protection legislation and maintain all relevant registrations and notifications, for the purposes of operating the WebSite.

### **12. Virus Protection**

You must take all reasonable steps to ensure that any software you use with or in connection with the WebSite is not infected by viruses.

BT will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used in connection with the WebSite is not infected by viruses.

### **13. Applicable Law**

These Terms and Conditions are governed by the governing law of the contract under which BT supplies you with goods and services for which WebSite is a service tool and the courts of that country or state will have non-exclusive jurisdiction.

### **14. Severability**

If any provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect.

### **15. Third Party Rights**

Where English law governs these Terms and Conditions, a person who is not party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms or Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



## ***BT Compute Management System Terms of Use***

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To the extent permitted by law, you will indemnify BT against any liabilities or costs arising from any and all claims by any third party in connection with the use of the WebSite.

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