

## TERMS OF USE - MY BT BUSINESS ACCOUNT AND BT BUSINESS APPS

Last updated: 16/06/2025

These Terms (together with the documents referred to in it) govern the Customer's access and use of the My BT Business Account pages on the bt.com website (the "Site"), any related channel that is accessed by the My BT Business Account sign in (including the online web portal and any BT owned or operated online storefronts ("Marketplace")), the BT Business Apps, and any other Content (together, the "Platforms"), whether as a guest or a registered User.

The Customer agrees that they have read these Terms carefully before using any of the Platforms. By utilising the Platforms, the Customer accepts these Terms and agrees to abide by them. If the Customer does not agree to these Terms, they must cease use of the Platforms.

### 1. SCOPE

- 1.1. Customers who register for My BT Business Account in accordance with the registration process set out on the Site will have access to additional features, facilities, services and other Sites (as determined by BT from time to time).
- 1.2. These Terms are between the Customer and BT whether or not Users complete the registration process and are requested to accept terms and conditions as part of that registration process.
- 1.3. Once registered for My BT Business Account, the Customer will be able to:
  - (a) access their My BT Business Account;
  - (b) access the BT Business Apps and the Marketplace where the Customer can:
    - (i) trial, purchase and manage selected Products and Services;
    - (ii) allow Users to trial and purchase Third Party Products and Services;
    - (iii) remove or add Users as required.
  - (c) access billing information which is available online and which may be used by the Customer to analyse and / or download Data;
  - (d) access information relating to service upgrades and new Product and Service information; and
  - (e) access and manage other Products and Services as selected by BT from time to time.
- 1.4. Access to and use of Products and Services through the Platforms (whether during a Free Period or otherwise) will be provided subject to the BT Acceptable Use Policy, any applicable End User Licence, the terms and conditions for that Product or Service, and any BT software licences.
- 1.5. Where the Platforms provide access to selected Products or Services, the terms and conditions for those Products or Services take precedence in the event of any conflict with these Terms.

### 2. ACCESSING THE PLATFORMS

- 2.1 BT grants the Customer and Users a non-exclusive and non-transferable licence to access and use the Platform subject to these Terms of Use.
- 2.2 Access to the Platforms is permitted on a temporary basis, and BT reserves the right to withdraw or amend the Products and / or Services it provides on the Platforms, either as a whole or on part of a Platform, without notice. The Customer recognises that the Platforms, either as a whole or part, may be adversely affected by events outside BT's control. BT will not be liable if for any reason any part of the Platforms is unavailable at any time or for any period.

- 2.3 From time to time, BT may restrict access to some parts or all of the Platforms to users who have registered with BT.
- 2.4 If the Customer chooses, or is provided with, a user identification code, password or any other piece of information as part of BT's security procedures, the Customer must treat such information as confidential and must not disclose it to any third party. The Customer is responsible for all actions that take place as a result of access to the Platforms via the Customer's password or identification code. BT has the right to disable any user identification code or password, whether chosen by the Customer or allocated by BT, at any time, if in BT's opinion the Customer has failed to comply with any of the provisions of these Terms.
- 2.5 When using the Platforms, the Customer must comply with the provisions of these Terms and all other applicable BT terms from time to time. The Customer may need to use certain authorised third party web sites and services to access and use Products or Services. The terms of use that come with those sites, applications, and services apply to the Customer's use of them. Access to authorised third party web sites or any other third party web site is at the Customer's own risk.
- 2.6 The Customer is responsible for making all arrangements necessary to access to the Platforms. The Customer is also responsible for ensuring that all persons who access the Platforms through the Customer's internet connection are aware of these terms, and that they comply with them.
- 2.7 The Customer is responsible for notifying BT if the Customer requires a User's access to be withdrawn from the Platforms.
- 2.8 Customers will be required to supply Billing Information for each Account they are registering for User access.
- 2.9 BT may, if BT chooses to and without notice:
- (a) suspend the Customer's access to or use of the Site or any part of the Platforms or end the contract that the Customer has with BT, if:
    - (i) BT believes the Customer is or may be in breach of the Terms or any other contract with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked to do so. In this paragraph, breach includes non-payment of any valid invoice by the due date;
    - (ii) the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or
    - (iii) its supplier ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures;
  - (b) terminate a User's access if the User has not accessed the Platforms for over 24 months; and
  - (c) terminate User accesses to an Account if contracts for all Products or Services in the Account are terminated.
- 2.10 Where the Customer receives a Free Period for any Product (if applicable), the Customer may end the relevant Product or Service immediately at any time during the Free Period by giving notice to BT via the Platform.

- 2.11 Except as expressly set out in these Terms or as permitted by any local law, the Customer undertakes:
- i. not to copy the Platform (including but not limited to Content);
  - ii. not to resell or attempt to resell any Product or Service made available through the Platform;
  - iii. not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform nor permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
  - iv. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform nor attempt to do any such things;
  - v. not use the Platform in a way that infringes, misappropriates or violates the rights of any third party;
  - vi. not use the Platforms in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - vii. use any part of the Platforms to create, send, communicate, knowingly receive, upload or download any material or content that is offensive, abusive, indecent, defamatory, libellous, obscene, menacing, or that causes reputational damage to BT, annoyance, inconvenience, needless anxiety or that is intended to deceive;
  - viii. not to use the Platform to develop or provide competing products;
  - ix. not to interfere with or disrupt the Platform, including circumventing any rate limits or restrictions or bypassing any protective measure or safety mitigation; and
  - x. to comply with all applicable technology control or export laws and regulations.

### **3. PLATFORMS CHANGE REGULARLY**

- 3.1 BT aims to update the Platforms regularly and may change the Content at any time. BT shall use its reasonable endeavours to ensure the Content and prices for the Products and Services on the Platforms are accurate at the time of their inclusion, however, they may be out of date at any given time. All Products and Services displayed on the Platforms are subject to availability.
- 3.2 Occasionally, for commercial or other reasons, including the provision of service enhancements or software upgrades, BT may at any time:
- (a) change any codes, numbers or URLs given to the Customer, provided that if BT deems it appropriate, BT will notify the Customer within a reasonable time before the event; or
  - (b) change, without notice, the performance or functionality of the Platforms including all information, materials and Content, or the way BT provides the Platforms.
- 3.3 If the need arises, BT may suspend access to the Platforms, either as a whole or part of, or close them indefinitely.

### **4. LIMITATION OF LIABILITY**

- 4.1 BT does not guarantee that the Platforms will be available at all times or will be fault free. BT will try to provide uninterrupted access to the Platforms, but from time-to-time faults may occur.
- 4.2 The Customer's access to the Platforms and any action carried out by the Customer on the basis of data or information obtained from or via the Platforms, including Content, is carried out entirely at the Customer's own risk. The material displayed on the Platforms, including Content, is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability.
- 4.3 The exclusions at paragraph 4.4 do not affect BT's liability for death or personal injury arising from BT's negligence, nor BT's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.
- 4.4 BT will not be liable (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence)) and whether or not BT was advised in advance of the possibility of such loss or damage, for any liability for any direct, indirect or consequential loss or damage (whether foreseeable or not) and incurred by any User in connection with the Platforms or in

connection with the use, inability to use, or results of the use of the Platforms, any websites linked to it and any materials posted on it, including:

- (i) loss of income or revenue;
- (ii) loss of business or opportunity;
- (iii) loss of profits or contracts;
- (iv) loss of anticipated savings;
- (v) loss of data;
- (vi) loss of goodwill;
- (vii) wasted expenditure, management or office time;
- (viii) loss from business interruption,
- (ix) loss or destruction of data;
- (x) liability to third parties;

- 4.5 BT's liability in connection with the Customer's use of the Platforms is limited to £1,000.00 for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months.
- 4.6 Nothing in these Terms applies to BT's liability in respect of Products or Services sold under the terms and conditions for those Products or Services, which shall be governed by their own terms.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 All Intellectual Property Rights whether pre-existing, created by the Customer or BT, or created independently of these Terms, will remain the absolute property of that party or its licensors.
- 5.2 As between BT and Customer, all Intellectual Property Rights in Customer Data shall remain with Customer. Customer grants a non-exclusive, royalty-free licence to BT, whether acting by itself or by third parties on its behalf, to use Customer Data solely to the extent necessary to provide the Platform and/or relevant Product or Service to the Customer.
- 5.3 Where BT provides the Customer with Software through the Platform in order to access and benefit from the Products and Services made available through the Platform, BT grants the Customer a, non-transferable and non-exclusive licence to use Software only for the purposes and in the manner set out in any applicable terms, and in all cases, in object code form only. The term of this licence will last as long as BT provides you with the relevant Product (or Service).
- 5.4 Use of Software made available as a Third Party Product, is subject to any third party conditions of use that BT, or the relevant third party, makes available to the Customer, and the Customer shall comply with any such conditions.
- 5.5 All trademarks, service marks, trade names, logos, and other distinctive brand features used, displayed or otherwise made available on the Platform are the property of BT or its licensors and no right or licence is granted to use these without the prior written permission of the respective owner(s).
- 5.6 In the event that the Customer provides suggestions or comments for enhancements or improvements, new features or functionality or other feedback on the Platform, the Customer agrees that:
- (i) BT will treat any feedback provided by the Customer as confidential and will not disclose it to any third parties, unless required by law to do so or provided that BT first removes any identifiers or business-sensitive information from the feedback;
  - (ii) BT will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality; and
  - (iii) BT is granted a perpetual and irrevocable right, without any obligation to compensate or reimburse the Customer, to use, incorporate and otherwise fully exercise and exploit any such suggestions or comments for any purpose.

## **6. DATA PROTECTION**

- 6.1 When using the Platforms, BT will process the Customer's personal data in accordance with its privacy policy available at [Privacy Policy | BT Business](#) and its cookie policy available at [Cookie policy | BT Business](#).

## **7. TRANSACTIONS CONCLUDED THROUGH THE PLATFORMS**

- 7.1 The supply of Products and / or Services through the Platforms including any data processing is governed by the relevant Service Schedule and / or End User Licence dependent on the Products and / or Services taken.
- 7.2 The information displayed on the Platforms represents an opportunity for the Customer to assess the Products and Services on the Platforms. No offer for the sale of Products or Services is made to the Customer by BT via the content accessed through the Platforms. Any order sent by the Customer to BT for the purchase of specific Products or Services constitutes an offer for the Products or Services selected. BT is not obliged to accept the Customer's offer for the Customer's selected Products or Services.

## **8. CHARGES**

- 8.1 There are no additional Charges for access and use of the Platforms, but the Customer may be required to pay charges to the Customer's internet service provider to connect to bt.com or download and use the Platforms. BT will provide the access to the Platforms in consideration of the Customer's performance of its obligations under these Terms.
- 8.2 Charges for Products or Services that may be ordered from the Platforms will be set out in the Marketplace and / or in the applicable terms and conditions for the Products or Services (including the BT Price List, the Marketplace, the order form or in the Service Schedule).
- 8.3 BT may, from time to time, offer any Product or Service free of charge (or as a free trial) for a Free Period. The terms governing any Free Period will be as set out on the Platform and/or in the Customer's confirmation email.

## 9. VIRUSES, HACKING AND OTHER OFFENCES

- 9.1 The Customer must not misuse the Platforms by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. The Customer must not attempt to gain unauthorised access to the Platforms, the server on which the Platforms are stored or any server, computer or database connected to the Platforms. The Customer must not attack the Platforms via a denial-of-service attack or a distributed denial-of service attack.
- 9.2 By breaching this provision, the Customer would commit a criminal offence under the Computer Misuse Act 1990. BT will report any such breach to the relevant law enforcement authorities and BT will co-operate with those authorities by disclosing the Customer's identity to them. In the event of such a breach, the Customer's right to use the Platforms will cease immediately. BT will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material due to the Customer's use of the Platforms or downloading of any material posted on the Platforms, or on any website linked to the Platforms.

## 10. LINKS FROM THE PLATFORMS

- 10.1 Where the Platforms contains links to other sites and resources provided by third parties not controlled by BT, these links are provided for the Customer's information only and the inclusion of such links does not imply any endorsement by BT of such sites. BT has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from the Customer's use of them.

## 11. JURISDICTION AND APPLICABLE LAW

- 11.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Platforms.
- 11.2 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the law of England and Wales.

## 12. VARIATIONS

- 12.1 BT may revise these Terms at any time by amending this page. The Customer is expected to check this page from time to time to take notice of any changes that BT has made, as they are binding on the Customer. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Platforms.

## 13. GENERAL

- 13.1 BT may delay enforcing its rights under these terms without losing them.
- 13.2 If any part of these Terms is determined to be legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.
- 13.3 The Contract does not create any right enforceable by any party who is not the Customer or BT (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

## 14. DEFINITIONS

- 14.1 The following terms have the meanings shown next to them:

**BT Acceptable Use Policy** means the applicable policy found at [www.bt.com/acceptableuse](http://www.bt.com/acceptableuse) that sets out the rules with which the Customer and its Users are required to comply in relation to receipt and use of the Service.

**Account** means charges (which may or may not be consolidated for billing purposes) for Products and Services provided to the Customer.

**Admin Access** means access to My BT Business Account at an administrative level.

**Admin User** means a user who may control access to areas of My BT Business Account for a User within a User group.

**Billing Information** means details from the latest Customer bill (or recent bills).

**BT** means British Telecommunications plc of 1 Braham Street, London E1 8EE, registered in England No. 1800000.

**BT Product(s)** means any product and /or Software that's described in a Service Schedule or Order that is subject to a separate contract.

**BT Price List** means the document containing a list of charges and terms for Products and Services that can be accessed at <http://www.bt.com/pricing> (or any other on-line address that BT may advise the Customer).

**Charges** mean the fees payable by the Customer for a Service as set out in the Service Schedule or Order.

**Confidential Information** means all confidential information disclosed by a Party or its employees, agents, Affiliates, officers or advisers to the other Party under or in connection with these Terms including:

- (a) these Terms;
- (b) all technical or commercial know-how, pricing, specifications, inventions, processes or initiatives that are of a confidential nature; and
- (c) any information that would be regarded as confidential by a reasonable business person and relating to the business, affairs, customers, clients, suppliers, plans or strategy of the disclosing Party or its Affiliates; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or its Affiliates;
- (d) but excluding any information that:
  - (e) is or becomes available to the public other than as a result of a breach of these Terms;
  - (f) was available to a Party on a non-confidential basis prior to disclosure by the disclosing Party;
  - (g) the Parties agree in writing is not Confidential Information; or
  - (h) was developed by or for the receiving Party independently of the information disclosed by the disclosing Party.

**Content** means applications, data, information, video, graphics, sound, music, photographs, Software or any other material made available through the Platform.

**Customer** means the party with whom BT has contracted for the products and services in the Account and includes a User where the context requires.

**Customer Data** means all data, including all text, sound or image files and software that are provided to BT and/or, suppliers (including licensors) and/or Third Party Providers by or on behalf of the Customer through the Customer's use of the Service.

**Data** means information about the Customer's historic, current and unbilled charges.

**Email Address** means the email address registered by the User to which invoice notifications will be sent.

**End User Licence** means any licence agreement for the software or Third Party Product to be entered into between the Customer and BT's supplier or Third Party Provider available at the link set out in the Order, or Service Schedule.

**Free Period** means that where BT has offered a Product free of charge (or as a free trial) for a period of time as detailed on the Marketplace.

**Group Company** means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38 of the Companies Act 2006.

**Intellectual Property Right(s)** means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in Confidential Information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

**Products** means collectively BT Products and Third Party Products.

**Service** means the service or, where appropriate, part of the service or Software described in the Service Schedule.

**Service Schedule(s)** means the schedule(s) that form part of the contract for the Service(s).

**Software** means any software, other than any open source software, in object-form only and associated written and electronic documentation provided by BT, its supplier or Third Party Provider to the Customer, together with any embedded software.

**Super User Access** means access to My BT Business Account.

**Super User** means a User who may control User and Admin Access.

**Third Party Product(s)** means selected products, services or Software as a service provided by a Third Party Provider that BT makes available to BT customers via its Site.

**Third Party Provider** means the supplier of a Third Party Product made available via the Service.

**User** means anyone who is permitted by the Customer to use or access the Site.

**User Access** means general access to My BT Business Account.

**User Security Details** means any IDs, usernames, personal identification numbers and passwords.