



# Service Schedule for BT PC Security and BT PC Back Up

## 1. SERVICE DESCRIPTION

### General Description

- 1.1 The Service provides a range of online security and back up services which may include:
- (a) protection software;
  - (b) online back up, retrieval and restoration services; and
  - (c) any other facilities that BT agrees to provide under the Contract.
- 1.2 The Service includes the provision of Software.
- 1.3 BT may use its discretion to refuse to provide any part of the Service to the Customer.

### BT PC Security

- 1.4 Where the Service includes BT PC Security the following additional paragraph applies:
- (a) The Service provides the Customer with a combination of anti-virus, firewall, anti-spyware and web protection security Software which is automatically updated via the internet.

### BT PC Backup

- 1.5 Where the Service includes BT PC Backup the following additional definitions and paragraphs apply:

**“Back Up”** means the process of transferring Data from a personal or laptop computer to a server for storage.

**“Cancelled Account”** means an account where the Service has been ended by either party.

**“Current Files”** means current versions of files which are on the Customer’s personal or laptop computer.

**“Data”** means any programmes, data or other information copied, or to be copied from a personal or laptop computer for storage during Back Up.

**“Deleted Files”** means files which have been deleted from the Customer’s personal or laptop computer.

**“Excluded Files”** means files which are not required to be Backed Up.

- (a) The Service provides the Customer with a self-service online back up, retrieval and restoration service for data held on personal and laptop computers. The Service is provided through secure, fast transmission over the internet to remote data centres which can be accessed by the Customer at any time and from any location.
- (b) The Customer must download the Software to be able to schedule automated Back Ups, perform manual Back Ups, restorations and retrievals.
- (c) Data will be retained by BT for the following periods of time:

Cancelled account – 60 days  
Deleted Files - 180 Days  
Excluded Files - 30 Days  
Current Version of files - Always

## 2. COMMENCEMENT

The Contract begins on the date that the Customer signs up for the Service online and continues until ended by BT or the Customer in accordance with the Contract.

## 3. FAULT REPAIR

- 3.1 BT will aim to respond to a fault report received during Working Hours by the end of the next Working Day. Faults received after Working Hours will be treated as being received on the next Working Day.
- 3.2 Upon receipt of a fault report, BT will
- (a) provide advice by telephone, including where appropriate advice as to tests and checks to be carried out by the Customer;
  - (b) where possible, carry out diagnostic checks from BT premises; and

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(c) where considered necessary, escalate to BT's supplier for fault resolution.

3.3 The fault repair service does not cover:

- (a) loss of Customer generated software programmes;
- (b) faults reported by the Customer which are not covered by the Contract.

3.4 The Customer agrees to co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the manufacturer's instructions, and allowing BT to carry out remote diagnostic tests, where appropriate.

## **4. USE OF THE SERVICE**

4.1 The Customer may make one copy of the Software for back up purposes but are not otherwise allowed to copy or modify the Software unless permitted by law. The Customer may not adapt, transmit, distribute externally, play or show in public, broadcast or publish any part of the Software.

4.2 The Service is provided solely for the Customer's own use and the Customer will not resell the service (or any part or facility or it) to any third party.

## **5. CHARGES**

5.1 The Customer agrees to pay the charges for the Service in accordance with the Charges set out at the following:

For BT PC Backup -

<http://business.bt.com/it-solutions/business-security/pc-backup/>

For BT PC Security –

<http://business.bt.com/it-solutions/business-security/pc-security/>

Or on bt.com, or any other online address notified to the Customer.

5.2 Payment must be made within 28 days of the date of the bill.

5.3 Clause 4.10 of the Conditions does not apply to this Contract.

## **Early Termination Charges**

5.4 Subject to clause 6.5 of the Conditions, where the Contract is terminated during the Minimum Period the Customer must pay an early termination charge equal to the charges due to the end of the Minimum Period

## **6. CHANGING THE CONTRACT**

6.1 In addition to Clause 5.2 of the Conditions, BT may give the Customer at least 28 days notice of any changes before they take effect by publishing on BT's website for the product as set out in paragraph 5.1 or bt.com, or any other online address notified to the Customer.

## **7. ENDING THE CONTRACT**

7.1 In addition to Clause 6.5(b) of the Conditions, the customer may end this contract giving BT 7 days notice within 3 months of BT notifying the Customer of an increase to the charges or changes to the Conditions in either case to the Customer's significant detriment

7.2 This Contract shall end automatically on the ending of any third party licence for any reason

7.3 Following the ending of this Contract for whatever reason, the Customer will immediately:

- (a) destroy the Software and manuals together with all copies in any form, including copies on any hard and back up disks; and
- (b) discontinue any use of the Software or documentation supplied as part of this Contract.

## **8. LIMITATION OF LIABILITY**

8.1 The limit of liability under Clause 7.2 of the Conditions is £10,000 for all and any direct loss or damage arising from any one incident or series of connected incidents and £20,000 for all incidents in any period of 12 months.

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## **9. GENERAL CONDITIONS**

### **Matters Beyond our Reasonable Control**

- 9.1 Clause 9.1( c) of the Conditions is amended as follows: If any of the events detailed in clauses 9.1(a) or 9.1 (b) materially affects the performance of the Contract and continues for more than 1 month then the Customer or BT may terminate the Contract in whole or part by written notice to the other. .

### **Notices**

- 9.2 Clause 9.9 of the Conditions is amended as follows:

Notices given by the Customer to BT under this Contract must provided to the BT Helpdesk

### **DEFINITIONS**

“**Helpdesk**” means BT's contact point for fault reporting and queries which can be found at <http://btbusiness.custhelp.com/app/home>, bt.com or any other address notified to the Customer.

“**Minimum Period**” means 12 months or any other period of time the Customer agrees with BT for the provision of the Service beginning on the Commencement Date.

“**Working Hours**” means the hours of 09:00 to 17:00 in a Working Day.