



Service Schedule for BT Business Mobile Service

1. SERVICE DESCRIPTION

General Description

1.1 The Service is a mobile wireless communications service which includes:

- (a) the ability to make and receive voice calls;
- (b) the ability to send and receive information (including messaging services such as SMS, Video Messaging, MMS or e-mail or accessing information from the internet);
- (c) the ability to make and receive Video Calls; and
- (d) any other facilities that BT agrees to provide under this Contract including Content.

1.2 The Service includes provision of a SIM Card and may include the provision of a Device.

1.3 Where Devices and/or Evaluation Devices are provided under this Contract, clause 2.1 of the Conditions will not apply to those Devices or Evaluation Devices.

1.4 Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond BT's control.

1.5 The Service is not available in all parts of the United Kingdom or in all other countries and may be restricted to certain areas within those countries where Service is available.

1.6 BT may use its discretion to refuse to provide any part of the Service to the Customer.

1.7 BT may provide Evaluation Devices under the Contract and these are provided to enable the Customer to evaluate those Evaluation Devices. Any such Evaluation Devices remain the property of BT.

1.8 The Customer agrees BT may migrate the Service to an alternative Network as

determined by BT at any time. The Customer will cooperate with BT during the migration including (but not limited to), the Customer:

- (a) enabling the required replacement of SIM Cards for the alternative Network;
- (b) reloading and/or amending specific settings on Devices and mobile devices not supplied by BT under the Contract; and
- (c) arranging for mobile devices not supplied by BT under the Contract to be unlocked.

The Customer agrees and accepts that the Customer may require internet access in order to undertake the above and that the migration may mean a temporary interruption to the Service under clause 3.11 (b) of the Conditions.

Devices and Evaluation Devices

1.9 For any Devices and Evaluation Devices supplied under this Contract:

- (a) BT may at its option make partial shipments for the delivery of the Devices and/or Evaluation Devices;
- (b) risk passes and acceptance takes place at the time of delivery;
- (c) BT does not guarantee the continuing availability of any Device and/or Evaluation Device. BT reserves the right to add to, substitute or to discontinue Devices and/or Evaluation Devices.

Devices, Evaluation Devices and SIM Cards

1.10 For any SIM Cards, Devices and Evaluation Devices title will pass as follows:

- (a) title in Devices passes to the Customer on payment of the charges as detailed in the Welcome Letter or Charges Schedule (where one is provided) and/or the BT Price List, however title in any SIM Card or any Device supplied without charge remains with BT;

Service Schedule for BT Business Mobile Service

- (b) title in SIM Cards and Evaluation Devices (including the Intellectual Property Rights) will not pass to the Customer at any time;
- (c) title in SIM Cards remains with BT;
- (d) until title in the Device passes to the Customer and for Evaluation Devices, the Customer undertakes not to sell, charge, assign, transfer or dispose of or part with possession or encumber in any way; and
 - (i) the Device and Evaluation Devices will appear in the Customer's books in the name of BT; and
 - (ii) in the event of bankruptcy or threatened seizure of the Device or Evaluation Device, the Customer will immediately notify BT and BT may take action to repossess the Device or Evaluation Device. The Customer will also notify interested third parties of BT's ownership of the Device and/or Evaluation Device.
- (c) In the unlikely event that there is a pricing error, or the manufacturer or distributor of a Device increases their charges once the Customer has placed an order, BT will not be obliged to sell the Device at the original charges. In this event BT will give the Customer the option to cancel the affected part of its order within 5 days of the price increase with no further liability to BT.
- (d) Where the Customer applies to a third party finance house or other third party for financial facilities related to the supply of a Device, the terms of this Contract (with the exception of paragraph 1.21) will not apply to the provision of that Device which will instead be subject to BT's Conditions of Supply (where Customer applies to a third party finance house or other third party for financial facilities) – Mobile Devices located at www.bt.com/terms.

Evaluation Devices

- 1.11 For any Evaluation Devices provided under this Contract:
 - (a) The Customer will:
 - (i) keep the Evaluation Device safe and only use it in accordance with any instructions BT may give;
 - (ii) the Customer will only use or allow the Evaluation Device to be used for any purpose for which it is designed;
 - (iii) not sell, charge, assign, transfer or dispose of or part with possession of the Evaluation Device or any part of it;
 - (iv) not allow any lien, encumbrance or security interest over the Evaluation Device, nor pledge the credit of BT for the repair of the Evaluation Device or otherwise;
 - (v) not claim to be owner of the Evaluation Device;
 - (vi) indemnify BT against all claims and proceedings arising from the Customer's use of the Evaluation Device or if the Evaluation Device is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep BT informed of anything which may affect the rights of BT, or involve BT in any proceedings, loss or liability.
 - (b) In consideration of BT providing Evaluation Devices under the Contract, the Customer agrees to complete any questionnaires, reviews or other documents requested by BT or its Supplier.
 - (c) The Customer must return the Evaluation Device to BT or its Supplier upon request, which may be

Service Schedule for BT Business Mobile Service

by letter or email. Where the Customer:

- (i) fails to return the Evaluation Device within 5 days; or
- (ii) upon return of the Evaluation Device, BT finds that the Evaluation Device is damaged and this is in BT's reasonable opinion due to accidental or wilful damage; interference with or maintenance of the Evaluation Device by persons other than BT; or a failure by the Customer to keep the Evaluation Device in accordance with paragraph 1.11,

BT will apply a charge for the Evaluation Device as detailed in the BT Evaluation Mobile Device Price List in the BT Price List.

- (d) Any charges incurred for the return of the Evaluation Device are the responsibility of the Customer and the Evaluation Device must be returned by recorded delivery that includes compensation insurance to the value set out in the BT Price List.
- (e) SIM Cards will not be provided for the Evaluation Devices.

Video Calls

1.12 Where the Service includes the transmission of Video Calls the following additional paragraphs apply:

- (a) In order to make or receive a Video Call, both the caller and the recipient must have a 3G SIM Card, appropriate video enabled equipment and be in a 3G coverage area during a Video Call.
- (b) A Video Call will terminate if the caller or recipient leaves a 3G coverage area. Coverage area maps are available on www.bt.com or any other website that may replace it.

BT Mobile Data excluding BlackBerry services other than Blackberry 10 (which was

previously known as Blackberry 10 with ActiveSync)

1.13 Where the Service includes BT Mobile Data, the following additional paragraphs apply:

- (a) BT Mobile Data is subject to the reasonable business use policy set out in paragraph 5.8 below.
- (b) Data Services may not be used for:
 - (i) IP Telephony;
 - (ii) VOIP;
 - (iii) Video and Television streaming.
- (c) in accordance with clause 6.2 of the Conditions, the Customer may terminate BT Mobile Data on 35 days' (excluding weekends and public and bank holidays) written notice.

BlackBerry Internet Service (with or without Satellite Navigation) and BlackBerry 10 (which was previously known as Blackberry 10 with ActiveSync)

1.14 Where the Service includes BlackBerry Internet Service and/or BlackBerry 10, the following additional paragraphs apply:

- (a) The Service comprises a GPRS connection, SIM Card and may include:
 - (i) For BlackBerry Internet Service a BlackBerry Handset;
 - (ii) For BlackBerry 10 a BlackBerry 10 Handset.
- (b) Subject to the capability of the Customer's equipment or BlackBerry Handset or where applicable BlackBerry 10 Handset, voice service may also be available with the Service. There is no separate voice device provided.
- (c) The Customer is responsible for:
 - (i) ensuring that the Customer has a suitable IM account for the use of IM;

Service Schedule for BT Business Mobile Service

- (ii) checking with the Customer's ISP whether the BlackBerry Handset or where applicable BlackBerry 10 Handset may be used with that ISP's services and whether any limitations or restrictions apply.
- (d) The Customer agrees:
- (i) to use the Service only for the purposes of sending, receiving, storing and processing data and voice services;
 - (ii) not to use the BlackBerry Handset or BlackBerry 10 Handset for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons;
 - (iii) not to re-export the BlackBerry Handset or the BlackBerry 10 Handset if it is known or suspected that it is intended or likely to be used for the purpose set out in paragraph (ii) above;
 - (iv) not to use the BlackBerry Handset or BlackBerry 10 Handset in any nuclear explosive activity or unsafe guarded nuclear fuel cycle activity; and
 - (v) to sign a formal "End-User Undertaking" in a format specified by the United Kingdom Department of Trade and Industry if required by law or regulation.
- (e) The Customer acknowledges that:
- (i) text messages and emails are retained on BlackBerry Handsets and BlackBerry 10 Handsets when they are turned off or the SIM Card removed; and
 - (ii) the SIM Card provided with the BlackBerry Handset or BlackBerry 10 Handset is linked to that BlackBerry Handset or BlackBerry 10 Handset and transfer to any other BlackBerry device has to be undertaken at www.bt.blackberry.com or any other url that BT may notify to the Customer.
- BlackBerry Internet Service (with or without Satellite Navigation)**
- 1.15 Where the Service includes BlackBerry Internet Service (with or without Satellite Navigation), the following additional paragraphs apply:
- (a) The Service uses wireless technology to enable customers to send and receive data including email, IM, SMS text messages and MMS by means of the BlackBerry Handset when used with the SIM Card. The Service is provided over a GPRS connection and operates with POP3 and IMAP4 enabled mailboxes. The Customer can browse the internet using the RIM BlackBerry web browser (for BIS) or the BlackBerry web browser (for BIS with Satellite Navigation) and internet access.
 - (b) In addition to the above, BIS with Satellite Navigation provides satellite navigation service by means of client software and a web portal.
 - (c) The Customer is responsible for ensuring that the Customer has a suitable POP3 or IMAP4 enabled mailbox.
 - (d) Where software is provided to enable the Customer to use the BIS with Satellite Navigation, the Customer agrees:
 - (i) that by installing or using the satellite navigation software the Customer agrees to the owner's software licence terms; and
 - (ii) all data stored in the web portal of the Customer's satellite navigation is stored at the Customer's own risk and that such data may be

Service Schedule for BT Business Mobile Service

removed if BT and/or the manufacturer determine that the data is unlawful, immoral or derogatory.

infringement, security or accuracy, except as may be expressly provided by the service supplier.

Blackberry 10 (previously known as Blackberry 10 with ActiveSync)

1.16 Where the Service includes BlackBerry 10, the following additional paragraphs apply:

- (a) The Service uses wireless technology to enable customers to send and receive data including email, IM, SMS text messages and MMS by means of the BlackBerry 10 Handset when used with the SIM Card. The Service is provided over a GPRS connection and operates with POP3 and IMAP4 enabled mailboxes and ActiveSync.
- (b) The Customer is responsible for ensuring that the Customer has a suitable POP3 or IMAP4 enabled mailbox. or their exchange service is enabled for ActiveSync.

BES Express – Managed Service

1.17 The following additional paragraphs apply to BES Express Managed Service.

- (a) BES Express - Managed Service provides BIS customers with full email, calendar and contacts wireless synchronisation, security policies and BT Support.
- (b) The Service:
 - (i) is only available to customers who have BIS;
 - (ii) needs a Microsoft Exchange server to use the service;
 - (iii) supports up to 75 BlackBerry Handset users. For more than 75 users a separate server is required; and
 - (iv) is provided without warranty of any kind, whether express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-

(c) Upon termination of BIS, support for BES Express will terminate and any applicable termination charges for BES Express will apply in addition to any applicable termination charges for BIS.

(d) Further technical information, system requirements and specifications can be found at www.BlackBerry.com/besexpress.

BT Wi-fi

1.18 Where the Service includes BT Wi-fi, the following additional paragraphs apply:

- (a) BT Wi-fi includes connection to the Wi-fi Network and if required the internet, but does not include a connection from the Wi-fi Network to any Customer Network or any services once the Customer is connected to the internet.
- (b) When a Customer is located within the radio frequency coverage area of a BT Site the Customer may connect to BT Wi-fi using its computing equipment and login name and password. From time to time BT may seek to restrict access to, or respond to a request from a BT Wi-fi Partner to restrict access to a limited number of websites at a BT Site. The implementation of any restricted access to a website will be at BT's sole discretion.
- (c) BT Wi-fi cannot be accessed via any other wireless data service (WiFi) operator.
- (d) The Service is dependent on the suitability of the Customer's computing equipment and, if applicable, the Customer Network. The Customer's computing equipment or the Customer Network is not provided as part of this Service.
- (e) BT does not authorise or guarantee access to any of the BT Sites for the

Service Schedule for BT Business Mobile Service

- Customer to use the Service or guarantee that Service will continue to be available from a specific BT Site.
- (f) 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 should also ensure adequate internal security policies are implemented to stop unlawful access to or use of the Service.
- (g) Existing BT Wi-fi users subscribing to the Service will require new login names and passwords.
- (h) Charges for Roaming will be charged separately at the prevailing rates.
- (ii) must only be used in the United Kingdom and in accordance with the guidelines, instructions and other specifications provided with the Device or as may be provided by BT from time to time;
- (iii) supports up to 4 concurrent voice calls or data sessions or a mix of the two;
- (iv) requires broadband speeds of at least 1 Mbps. As the Device is dependent on the broadband connection, interruptions affecting the Customer's broadband or power will impact the operation of the Device;
- (v) requires a compatible 3G mobile handset.

BT Business Mobile Broadband

1.19 Where the Service includes BT Business Mobile Broadband the following additional paragraphs apply:

- (a) BT Business Mobile Broadband comprises BT Mobile Data and BT Wi-fi.
- (b) The Customer is responsible at its own expense for having suitable computing equipment such as laptop or pocket personal computers with wireless LAN and associated software and configurations for use with the Service.
- (c) From time to time BT may access the Device remotely in order to provide the Customer with updates to the Device.
- (d) The Customer will be automatically disconnected from the Service upon the ending of the Customer's contract for access to the Network. In the event this occurs within the Minimum Period the Customer may be liable for termination charges as set out in the Charges Schedule.

BT Signal Assist

1.20 The following definition(s) and paragraphs apply to BT Signal Assist:

- (a) BT Signal Assist comprises the provision of a Device that plugs into the Customer's broadband line to enhance the Network signal indoors within the Customer's premises. Each Device can have up to 32 Connections registered to it.
- (b) The Device:
- (i) is only compatible with the Network and cannot be used with other telecommunication networks;
- (e) BT reserves the right to disconnect the Device if it becomes permanently incompatible with the Network. Such disconnection will not result in termination charges being applied to the Customer.

BT Signal Assist - Service Start Date

- (f) The Service Start Date for BT Signal Assist will be the date BT communicates its acceptance of the Customer's order for the Service. This applies irrespective of when the Customer starts to use BT Signal Assist.

BT Signal Assist - Customer responsibilities

Service Schedule for BT Business Mobile Service

(g) The Customer is responsible for:

- (i) installation of the Device in accordance with the documentation provided with the Device;
- (ii) registering Connections to the Device in accordance with instructions provided with the Device;
- (iii) ensuring that it has broadband that is compatible with the Device. In addition to the speed limitations set out above, functionality of the Device may be impacted by modems or other systems used by broadband providers other than BT.

(h) It is a condition of the Service that the Customer must provide BT with details of the location of the Device and keep BT updated with any changes to its location.

(i) The Customer must notify BT if it believes that the Device or the Service is being used for fraudulent or illegal purposes.

(j) The Service must not be used in any way which BT thinks may damage or affect the operation of the Network.

BT Signal Assist - Emergency Calls

(k) The ability to make 999 or 112 emergency calls using BT Signal Assist cannot be guaranteed. Emergency calls may fail if there is a power failure, broadband connection failure or some other service disruption. If the Customer uses BT Signal Assist to make an emergency call, the location details available to the emergency services will be the postcode registered by the Customer for the Device, which may not provide a specific address to identify the location from which the call originated. Wherever possible, alternative arrangements should be made to make emergency calls and a primary telephone line maintained.

Apple iPad

1.21 Where the Service includes the provision of an Apple iPad Tablet the following additional paragraphs apply:

(a) The Customer must not resell, rent, lease, or otherwise distribute the Device outside of the EU or the European Free Trade Area (EFTA) without the written consent of BT;

(b) The Customer will notify BT of any suspected defects in the Device, any violations of the manufacturer's or BT's rights, including end user licence agreements for the Device, or any claims or proceedings concerning the Device;

(c) The Customer acknowledges that Device, and technical information (including, but not limited to, service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of other countries, and any use or transfer of the Device, and technical information must be in compliance with all applicable regulations and international trade sanctions. The Customer will not use, distribute, transfer, or transmit the Device, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by BT, the Customer also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations;

(d) The Customer must leave all notices, labels, packaging, warranties, disclaimers and licence agreements intact as shipped to them;

(e) Except as may be agreed in writing by BT, nothing in this Contract confers any rights on the Customer, its agents, employees or contractors to use either the manufacturer's or BT's logos, trademarks or other intellectual property associated with such parties.

Service Schedule for BT Business Mobile Service

2. FAULTS

Faults in the Service

- 2.1 BT will provide a Helpdesk for the reporting of faults in the Service. Upon initial fault diagnosis by BT, those faults that in BT's opinion are not attributable to the Service will be referred back to the person who reported the fault.

Faults in the Device

- 2.2 BT will pass on to the Customer the benefits of any warranty or guarantee that it has obtained from its supplier on the same terms, provided that:
- (a) the Device has been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any, and has not been modified except with BT's written consent; or
 - (b) the fault is not due to accidental or wilful damage; interference with or maintenance of the Device by persons other than BT; or
 - (c) the fault is not due to faulty design by the Customer where the Device has been manufactured to the Customer's design; or
 - (d) the Device has not been tampered with so as to invalidate the guarantee.
- 2.3 This guarantee does not cover fair wear and tear.
- 2.4 Unless agreed otherwise by BT in writing, where the Device is installed by the Customer, the Customer will normally be required to return faulty Devices to BT (where necessary, by arrangement with the Customer).
- 2.5 If the Customer reports a fault and BT finds there is none or the fault falls outside of the guarantee, BT may apply a charge.
- 2.6 Except where the Customer relies on BT's written advice, it is the Customer's responsibility to satisfy itself as to the suitability of the Device for its needs.

Faults in an Evaluation Device

- 2.7 BT will replace a faulty Evaluation Device provided that:
- (a) the Evaluation Device has been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any, and has not been modified except with BT's or manufacturer's written consent; and
 - (b) any fault is not due to accidental or wilful damage; interference with or maintenance of the Evaluation Device by persons other than BT or the Evaluation Device manufacturer.

Faults in Devices and Evaluation Devices

- 2.8 Where BT opts to replace the faulty Device or faulty Evaluation Device, BT may provide a Refurbished Device.

Software Faults

- 2.9 BT does not warrant that Software supplied under the Contract will be free of faults or that its use will be uninterrupted, but BT will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.

Faults in the SIM Card

- 2.10 Where a SIM Card is faulty and the fault is due to the Customer adapting or modifying the SIM Card, BT will charge for any replacement SIM Card. Where the SIM Card has been adapted or modified, BT will not be responsible for replacing any Device previously provided with the SIM Card or for providing a new device.

3. OPERATIONAL CHANGES

- 3.1 Occasionally, BT may:
- (a) bar certain numbers from the Service on a temporary or permanent basis in circumstances where it is necessary to do so; or

Service Schedule for BT Business Mobile Service

- (b) reduce the number and length of voice and text messages that can be left on the Service.

4. MONITORING CALLS AND USE OF INFORMATION

4.1 BT will use information BT has about the Customer and the Customer's use of the Service for marketing purposes. Unless the Customer advises otherwise in writing to the Helpdesk BT will assume that the Customer has given consent. The Customer must quote the mobile phone number in any correspondence.

4.2 Where the Customer wishes to make international calls or use International Roaming BT may need to provide the Customer's personal information to other companies which may be outside the EU. The Customer should be aware that outside the EU standards of protection for personal information might be lower than that provided by the Data Protection Act 1998.

5. USE OF THE SERVICE

Numbers

5.1 BT will allocate a number for each Connection. The number does not belong to the Customer and may only be transferred to another service provider in certain circumstances, further details of which are available from the Helpdesk.

International Roaming

5.2 Where the Customer wishes to make international calls or use International Roaming BT may ask the Customer to demonstrate a satisfactory billing history or to pay a deposit which may be used to offset the cost of those calls. If the Customer uses the SIM Card abroad the Customer will be charged for incoming calls. International Roaming calls may also take longer to be billed.

5.3 The Customer must comply with any security or other provisions in relation to International Roaming provided by BT from time to time.

Proper Use

5.4 The Customer will not connect, continue connection or knowingly allow any third

party to connect or continue the connection of:

- (a) any GSM Gateway; or
- (b) any device used to forward or divert calls, texts or data with the intention of reducing charges for that call, text or data; or
- (c) any SIM Card used with an application enabling the making of automated calls and sending of automated data and texts,

to the Network. Where BT reasonably believes that the Customer is in breach of this paragraph 5.4, the Customer will provide, at BT's request, details of the means by which SMS and Data is sent or calls made.

5.5 The Customer agrees:

- (a) to take adequate precautions to prevent damage to or unauthorised use or theft of the SIM Card or mobile phone;
- (b) the SIM Card remains BT's property at all times. The Customer agrees to return the SIM Card to BT if requested to do so;
- (c) to inform the Helpdesk immediately by telephone if the SIM Card or Device is lost, stolen, damaged or destroyed or is likely to be used in an unauthorised manner;
- (d) the Service and any associated software provided by BT under this Contract are intended for the Customer's own use. The Customer must not re-sell, transfer, assign, or sub-licence the Service (or any part of it) or the associated software to anyone else;
- (e) not to use the Service for marketing or advertising anything to users of mobile services without the prior consent of those users and the Customer will provide BT with evidence of the process used to obtain such consent if requested to do so by BT.

5.6 It is the Customer's responsibility to obtain and keep in force any licence necessary for

Service Schedule for BT Business Mobile Service

the Customer to use the Service and/or Devices in any country in which it is provided.

5.7 The Customer must indemnify BT against any or all claims and proceedings arising from any breach of paragraphs 5.3, 5.4, 5.5 (d) and 5.6 of this Service Schedule.

5.8 The Service may be subject to reasonable business use details of which are set out in the Welcome Letter or the Charges Schedule (where one is provided) and/or the BT Price List. If the Customer's usage exceeds the reasonable business use parameters set out in the Welcome Letter or Charges Schedule (where one is provided) and/or the BT Price List BT may:

- (a) monitor and investigate the Customer's usage; and
- (b) suspend and/or withdraw the Service from any individual SIM Card, or all SIM Cards; and/or
- (c) apply an alternative tariff more appropriate to the Customer's usage; and /or
- (d) if applicable, charge for excess usage in accordance with the reasonable business use policy set out in the Welcome Letter or Charges Schedule (where one is provided) and/or the BT Price List.

BT reserves the right to modify the above classification of reasonable business use on 28 days written notice.

5.9 Where BT provides the Service for use by the Customer with other applications, products, and services, BT is not responsible for the performance of these applications, products and services.

5.10 Any other equipment or mobile phones the Customer connects to or uses with the Service must be approved for use on the Network by BT. BT may disconnect the Service if the Customer uses or allows a third party to use the Service with unapproved equipment or mobile phones.

5.11 Provision of the Service to the Customer may be subject to export control law and regulations. BT does not represent that any necessary approvals and licences will be

granted. The Customer will provide reasonable assistance to BT to obtain any necessary consents. If, through no fault of BT, any necessary consents are not granted, then BT can terminate this Contract or the provision of the Service under it (as appropriate) without any liability to the Customer.

6. CHARGES AND PAYMENTS

Charges

6.1 Subject to paragraph 1.10 (d), the Customer agrees to pay the charges for the Service in accordance with, Welcome Letter or the Charges Schedule (where one is provided) and/or the BT Price List, or as BT notifies the Customer from time to time.

6.2 If the SIM Card or Device is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner the Customer will be responsible for any charges incurred until the Customer informs BT.

6.3 At BT's discretion BT may apply a usage limit to the Customer's account and/or SIM Cards (details of which are set out on bt.com). If the usage limit is exceeded BT may:

- (a) suspend the Customer's Service; and/or
- (b) Charge for usage in excess of the usage limit.

BT may alter the usage limit by advising the Customer via bt.com.

6.4 The Customer acknowledges that:

- (a) BT's billing system is not instantly updated each time the Customer uses the Service and consequently the Customer may exceed the usage limit, particularly when making international calls or using International Roaming;
- (b) It is the Customer's responsibility to ensure that the tariff is suitable for the Customer's requirements, including the use of the SIM Card with any equipment that may incur high data usage; and

Service Schedule for BT Business Mobile Service

- (c) It is the Customer's responsibility to monitor the Customer's usage whether or not BT has applied a usage limit.

Billing

- 6.5 BT will bill the Customer monthly on the same date each month. The Customer's first bill may cover a period of more than one month. BT may apply a charge for providing paper bills, details of the charge are set out in the BT Price List.

Payment

- 6.6 Unless otherwise agreed by BT, all payments must be made by Direct Debit, and the Customer must pay the bill by the date stated on the bill.
- 6.7 The payment processing fee payable in accordance with Clause 4.14 is set out in the BT Price List.

Early Termination Charges

- 6.8 Subject to clause 6.5 of the Conditions:
 - (a) Where a Connection is terminated within its Minimum Term for any reason but not limited to the termination of the Contract, the Customer must pay an early termination charge equal to the outstanding monthly subscription charge (including those applicable to any options taken on the terminated Connection) due to the end of the Minimum Term of the terminated Connection.
 - (b) Where the Contract, the Service or part of a Service is terminated during the Minimum Period, the Customer must pay an early termination charge equal to the outstanding subscription charges due to the end of the Minimum Period for any terminated Service or part of a Service. These charges will exclude any charges applied under (a) above.

Details of the monthly subscription charges are set out in the Welcome Letter (where it forms part of the Contract) or the Charges Schedule (where one is provided).

Number Porting Compensation Scheme

- 6.9 Where the Customer wishes to port their existing mobile number from their previous service provider to BT, BT will provide the Customer with a Port Date:
 - (a) the Customer will provide BT with accurate and full details of the number(s) to be ported;
 - (b) BT will provide the Customer with a Port Date.
- 6.10 If BT fails to port the number by the Port Date, the Customer may claim a daily rate equal to:
 - (a) the Monthly Subscription Charge as specified in the Welcome Letter or Charges Schedule (where one is provided) and/or the BT Price List divided by 30; or
 - (b) One thirtieth of £4.00, whichever is the greater.
- 6.11 The Customer will not be entitled to claim as set out in paragraph 6.10 above if in BT's reasonable opinion:
 - (a) someone other than BT causes a delay or prevents BT from porting the number;
 - (b) the SIM is not received by the Customer in time for BT to port the number;
 - (c) the Customer fails to:
 - (i) follow instructions provided by BT to activate the mobile by the Port Date;
 - (ii) provide BT with accurate and full details of the number(s) to be ported;
 - (iii) provide consent to BT to allow the number to be ported;
 - (iv) co-operate with BT and liaise with their previous service provider where necessary and when requested to do so by BT,

Service Schedule for BT Business Mobile Service

to enable the number to be ported by the Port Date; and

- (d) the number has been ported by the Port Date but any other part of the Service, such as, but not limited to voicemail, is unavailable.

Payment of Claims

6.12 BT will normally apply any amount that BT owes to the Customer under paragraph 6.10 as a credit on the Customer's subsequent mobile phone bill.

7. CANCELLATION

7.1 BT may cancel an order at any time with no liability to the Customer if a manufacturer or distributor of a Device or Evaluation Device withdraws a product or declines to accept an order for the Device or Evaluation Device from BT.

8. SUSPENSION, BARRING AND DISCONNECTION

8.1 BT may at its discretion bar the Customer's SIM Card preventing the Customer from making calls (other than to the emergency services), disconnect it from the Network or suspend the Service:

- (a) if the Customer fails to comply with clauses 3.3 and 3.4 of the Conditions, paragraphs 5.1 to 5.11, 6.1, 6.2 and 6.6 of this Service Schedule and the terms set out in the Annex (where the Annex applies);
- (b) in the event of loss or theft of the SIM Card or Device; or
- (c) if BT has reasonable cause to suspect fraudulent use of the Customer's SIM Card or Device.

8.2 The Customer must pay an unbarring charge and, if applicable, a re-connection charge if the Service is temporarily barred and/or the SIM Card is disconnected from the Network for the reasons stated in paragraph 8.1 above. If BT has barred or disconnected the Service BT will not re-provide it unless the Customer complies with the terms of the Contract or satisfies BT that the Customer will do so in future, or that the Service will not be used again in a

way that is forbidden. BT may require the Customer to authorise a direct debit authority for the payment of such charges.

8.3 If BT bars the SIM Card, disconnects it from the Network or suspends the Service, the Contract will continue. The Customer must pay all charges until the Contract is ended by notice under clause 6 of the Conditions.

9. LIMITATION OF LIABILITY

9.1 The limit of liability under clause 7.2 of the Conditions is £250,000 for all and any direct loss or damage arising from any one incident or series of connected incidents and £500,000 for all incidents in any period of 12 months.

10. AMENDMENTS TO THE CONDITIONS

Changing the Contract

10.1 Clause 5 of the Conditions is replaced as follows:

A new Clause 5.1:

Where the Customer orders an additional option to be applied to a Connection provided under this Contract, the terms and conditions applicable to that option will apply and will be incorporated into the Customer's Contract. The terms and conditions applicable to that additional option will be as detailed in the Welcome Letter, Charges Schedule or BT Price List.

The following clause is re-numbered as 5.2:

BT can change the Contract (including the charges at any time and will publish any change in line with clause 5.3.

Clause 5.2 is renumbered as 5.3 and amended as follows:

BT may notify the Customer of changes to the Contract (including the charges) as follows:

- (a) by publishing on line at <http://www.bt.com> or any other online address that BT may advise to the Customer); or
- (b) by letter to the address to which BT sends bills or to the Customer's primary email address.

Service Schedule for BT Business Mobile Service

BT will provide the following notice of these changes:

- (a) for changes that are to the Customer's significant detriment, at least one month before the change is to take effect; and
- (b) for all other changes at least one day before the change is to take effect.

Notices

- 10.2 The cross reference to clause 5.1 in clause 9.9 is amended to 5.2.

Contractual Documents

- 10.3 The definition of Contract set out in the Conditions is amended as follows:

Contract means, in order of precedence:

the Welcome Letter (where this states that it forms part of the Contract) or the Charges Schedule (where one is provided);
the BT Price List;
the Service Schedule (including the Annex where the Customer has ordered any of the Services included in the Annex);
the Conditions; and
any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

11. DEFINITIONS

"3G" means Universal Mobile Telecommunications System (UMTS) and is a network used for both voice and data services.

"Accessory" means equipment including batteries but excluding mobile handsets, BlackBerry Handsets, Tablets or dongles, provided by BT under this Contract.

"Annex" means the annex to this Service Schedule for BT Business Mobile Service.

"BIS" means BlackBerry Internet Service, a BlackBerry product.

"BlackBerry Handset" means any RIM BlackBerry handset provided by BT under this Contract.

"BlackBerry 10 Handset" means any RIM BlackBerry handset, provided by BT under this Contract running the Blackberry 10 operating system.

"BT Evaluation Device Price List" means a list of the charges for Evaluation Devices which can be found in Section 10 of the BT Price List.

"BT Mobile Data" means the service that enables the Customer to send and receive data over GPRS, 3G and HSDPA networks.

"BT Mobile Hotspot Device" means a Device that pairs wirelessly with suitable computing equipment provided by the Customer to allow the Customer to connect to the BT Mobile Service.

"BT Price List" means the document containing a list of BT's charges and terms that apply to the Service and which can be seen at <http://www.bt.com/pricing> (or any other on-line address(es) that BT may advise the Customer).

"BT Site" means each physical location of the radio access points offering BT Wi-fi access to the Customer. The locations of BT Sites can be found on the BT Wi-fi Web Page.

"BT Support" means telephone support service available Monday to Friday 8:30am – 5:30pm (excluding public and bank holidays) or via email at btdatasupport@bt.com at any time.

"BT Wi-fi" means BT's wireless data service that uses radio frequency to access a BT Site. Fixed line connections from the BT Site connect the Customer to the BT Network and then on to the internet or, if applicable, the Customer Network. This may also be referred to as BT Openzone or BT Fon.

"BT Wi-fi Partner" means a third party that owns or controls a site which has BT's public Wi-fi service installed on it. These third party sites (or "hotspots") are listed on the BT Wi-fi Web Page.

"BT Wi-fi Web Page" means www.bt.com/openzone or such other url as BT may advise.

Service Schedule for BT Business Mobile Service

"Charges Schedule" means a schedule to the Contract that sets out the charges applicable to the Service and includes the order form.

"Confirmation Email" means the email sent by BT to the Customer upon receipt of the Customer's order.

"Connection" means a SIM Card activated on the Network.

"Customer Network" means the Customer's communications network including its LAN and any intranet services.

"Device" means any mobile handset, BlackBerry Handset, BlackBerry 10 Handset, Tablet, BT Mobile Hotspot Device, USB Modem Device, Accessory, Refurbished Device or other equipment provided by BT under this Contract.

"Evaluation Device" means any mobile handset, BlackBerry Handset, BlackBerry 10 Handset, Tablet, BT Mobile Hotspot Device, USB Modem Device, Accessory, Refurbished Device or other equipment provided by BT under this Contract for the purposes of Customer evaluation.

"GPRS" means General Packet Radio Service for the transmission of data.

"GSM Gateway" means a single point of access to the Network from another network using SIM Cards and/or any facility enabling the making of automated calls and the sending of automated data and texts using SIM Cards.

"Guarantee Period" means the warranty period BT has obtained from its supplier of the Device. Where a Refurbished Device is provided the Guarantee Period for the Refurbished Device will be the outstanding term of the Guarantee Period applicable to the original Device.

"Helpdesk" means BT's contact point for fault reporting and service support details of which are set out in the Welcome Letter.

"HSDPA" means High Speed Downlink Packet Access a protocol for networks based on the Universal Mobile Telecommunications System for the transmission of data.

"IM" means Instant Messenger.

"IMAP4" means Internet Message Access Protocol version 4 a method of accessing electronic mail kept on a mail server.

"International Roaming" means use of the Service to receive or make calls, transmit texts, or transmit and receive data when outside of the United Kingdom.

"IP" means Internet Protocol.

"ISP" means Internet Service Provider.

"LAN" means local area network.

"Minimum Period" means that period of time the Customer agrees with BT for the provision of the Service beginning on the date BT accepts the Customer's application for Service or the date both parties sign the Charges Schedule. The Minimum Period is set out in the Charges Schedule (where applicable), the Confirmation Email (where one is provided) or the Welcome Letter (where this states that it forms part of the Contract).

"Minimum Term" means the minimum duration for each Connection beginning on the Service Start Date. The Minimum Term is set out in the Charges Schedule (where one is provided), the Confirmation Email (where one is provided) or the Welcome Letter (where this states that it forms part of the Contract).

"MMS" means Multi Media Messaging Service.

"Network" means the mobile telecommunication system over which Service is provided.

"POP3" means Post Office Protocol Version 3 a method of accessing electronic mail kept on a mail server.

"Port Date" means the date provided by BT to the Customer when the Customer's existing number will be ported and the Service made available to the Customer by BT on that number.

"Refurbished Device" means a previously owned device which has been checked to ensure that the call facility (where applicable), keypad, battery, software,

Service Schedule for BT Business Mobile Service

camera facility (where applicable) and LCD screen are working. The Refurbished Device will be free from visual dents, scratches and abrasions when viewed at arm's length.

"RIM" means Research in Motion Ltd.

"Roaming" means minutes use of the Service where access is provided via an alternative wireless data service and where BT has an agreement with the alternative wireless data service provider for such access.

"Service Start Date" means the date upon which the SIM Card is first activated on the Network under this Contract.

"SIM Card" means the Subscriber Identity Module Card provided by BT as part of the Service.

"SMS" means Short Messaging Service.

"Supplier" means a company appointed by BT to facilitate the evaluation process.

"Tablet" means any mobile computing device with a touch screen interface and a screen 7 inches or larger provided by BT under this Contract.

"USB Modem Device" means a Device that pairs with suitable computing equipment provided by the Customer to allow the Customer to connect to the BT Mobile Service.

"Video Call" means the ability for the caller and recipient to see and hear each other.

"Video Messaging" means the ability to send and receive a video clip.

"VOIP" means Voice Over Internet Protocol and is the transmission of voice traffic over a wide area network or the internet using the IP signalling standard.

"Welcome Letter" means the letter supplied with the SIM Card. Where the Customer has not received a Charges Schedule, the Welcome Letter will include the charges and will state that it forms part of the Contract.

"Wi-fi Network" means BT's communications network used to provide

BT Wi-fi from the BT Site to the internet or, if applicable, the Customer Network.