



# Public Guest Wi-Fi

## Appendix to the BT Managed SD-LAN Annex

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## A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

## Part A – The Public Guest Wi-Fi Service

### 1 Service Summary

BT will provide you with a public guest Wi-Fi service delivered over your BT Managed SD-LAN infrastructure which allows the public to wirelessly connect to the Internet, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary (the "**Public Guest Wi-fi Service**" or the "**Service**").

### 2 Standard Service Components

BT will provide you with the following standard service components in accordance with the details set out in any applicable Order ("**Standard Public Guest Wi-Fi Service Components**"):

- 2.1 **Service Provision:** the Service Options as set out in the Order; and
- 2.2 **Service Assurance:** comprising Access Line rental; MIS Reporting; and signage at the Site.
- 2.3 The terms set out in this Appendix are in addition to:
  - 2.3.1 The General Terms
  - 2.3.2 The Managed Services Schedule; and
  - 2.3.3 The BT Managed SD-LAN Annexwhich shall apply to the provision of the Public Guest Wi-Fi Service.
- 2.4 For the purposes of the Managed Service Schedule the Public Guest Wi-Fi Service is an Associated Service.

### 3 Service Options

BT will provide to you any of the following options that are set out in any applicable Order and in accordance with the details set out in that Order.

#### 3.1 Sponsored Access Service

- 3.1.1 The Sponsored Access Service enables you to pay for the Service used at the Site(s) on behalf of the Public Guest Wi-fi User. This allows the Public Guest Wi-fi User free access to the Service.
- 3.1.2 BT will deliver the Sponsored Access Service with the iFrame and/or Registration Service as set out in the Order.
- 3.1.3 The Sponsored Access Service can only be provided at a Site once the BT Equipment has been installed and commissioned at that Site.
- 3.1.4 BT will provide one Offline Page, and where applicable and as set out in the Order, one Online Page that can be accessed by Public Guest Wi-fi Users at the Sites using one of the following options set out below.
  - (a) **Generic**
    - (i) the Offline Page comprises the BT Mark, Public Guest Wi-fi User (including BT Users) and Roaming Partner login for existing account owners and an access button presented to a Public Guest Wi-fi User when accessing the Service with a Wi-Fi compatible device when in range of the BT Equipment on the Site.
  - (b) **Co-branded**
    - (i) the Offline Page comprises the BT Mark, Public Guest Wi-fi User (including BT Users) and Roaming Partner login for existing account owners and an access button presented to a Public Guest Wi-fi User when accessing the Service with a Wi-Fi compatible device when in range of the BT Equipment on the Site;
    - (ii) one instance of your Content, which may include a Customer Mark and welcome message that will be placed on the Offline Page in accordance with the design template agreed by BT and you; and



- (iii) the Online Page which comprises the BT Mark, one instance of a Customer Mark, the iFrame and any Links or services described in the Contract and in accordance with the design template agreed by BT and you.
    - (c) **Co-branded with Registration**
      - (i) The Offline Page which comprises the BT Mark, Public Guest Wi-fi User (including BT Users) and Roaming Partner login for existing account owners and an access button presented to a Public Guest Wi-fi User when accessing the Public Guest Service with a Wi-Fi compatible device when in range of the BT Equipment on the Site;
      - (ii) One instance of Content which may include a Customer Mark and welcome message which will be placed on the Offline Page in accordance with the design template agreed by BT and you;
      - (iii) The Online Page which comprises the BT Mark, one instance of a Customer Mark, the iFrame and any Links or services described in the Contract and in accordance with the design template agreed by BT and you; and
      - (iv) A Registration Page where Public Guest Wi-fi Users will be asked to enter in personal details and confirm that they agree that BT and you can send them information for marketing and promotional purposes before the Public Guest Wi-fi User is permitted to use the Service.
  - 3.1.5 Where you select the Insights or Insights and Engagement Service, Paragraphs 3.1.4 (a)-(c) will not apply and the terms set out at Paragraph 3.5.5 will apply.
  - 3.1.6 Links or services made available on the Online Page may be subject to specific terms of use, which will be made available to the Public Guest Wi-fi User on the Online Page, via:
    - (a) BT's User Conditions
    - (b) The third party web page providing the service.
  - 3.1.7 If you select a co-branded Offline Page and Online Page, BT will not withdraw the Offline Page or Online Page without written agreement from you but BT will at its sole discretion, have the right to add or withdraw services (including advertising) or any of the Links included within the Online Page.
  - 3.1.8 Following implementation of the Offline Page and, where applicable, the Online Page and when such pages are available for the Public Guest Wi-Fi User to access, any changes you request to:
    - (a) the Content surrounding the iFrame on the Offline Page or Online Pages; or
    - (b) the size and position of the iFrame,will be chargeable and Charges will be agreed in writing by BT and you prior to their implementation.
  - 3.1.9 The Public Guest Wi-Fi User will not have to log in to the Service to access the Offline Page.
  - 3.1.10 The Public Guest Wi-Fi User will be required to access the Sponsored Access Service Terms and Conditions found at [http://www.btwifi.com/terms-and-conditions/sponsored\\_wifi.jsp](http://www.btwifi.com/terms-and-conditions/sponsored_wifi.jsp).
  - 3.1.11 BT will provide the Service in accordance with the Privacy Policy, Acceptable Use Policy, fair use policy and traffic management policy found at <http://www.btwifi.com/terms-and-conditions/> ("**User Conditions**"). BT reserves the right to change these policies from time to time.
  - 3.2 **Password Access Sponsored Service**
    - 3.2.1 You may select the Password Access Sponsored Service in addition to the Sponsored Access Service.
    - 3.2.2 BT will provide a login page with a password login area, where the Public Guest Wi-Fi User must enter a password to use the Service.
    - 3.2.3 You will specify in the Order the available session durations that allow the Public Guest Wi-Fi User to access the Service. At the end of each session the Public Guest Wi-Fi User will be automatically logged out from the Sponsored Access Service and will be required to login again for further access. The password is applicable only at Sites agreed with you.
    - 3.2.4 BT will provide you with a username and password to access a website to set up and manage Free Wi-Fi Passwords to issue to Public Guest Wi-Fi Users at a Site ("**Password Management Service**"). You will use the Password Management Service in accordance with the terms of this Appendix and any terms found on the Password Management Service.
  - 3.3 **iFrame**
    - 3.3.1 BT will provide an iFrame on the Online Page, which can be accessed by a Wi-Fi compatible device. The iFrame requires your Content from a data server which holds your Content using an embedded location tag. The embedded location tag identifies the hotspot where the request for your Content is coming from.
    - 3.3.2 BT will provide an updated feed of location code to physical address mappings in a flat file. You are responsible for providing an updated feed of location code to BT if any additional sites are added to correctly identify the sites.
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- 3.3.3 BT is not responsible for any impact on Public Guest Wi-Fi User experience if your data server fails to serve your Content or Customer Mark in the iFrame.
- 3.3.4 You will provide BT with a single IP address or URL from which all iFrame Content will be called, subject to agreement between BT and you on the technical configuration of the iFrame functionality. You can change the Content which is displayed through the iFrame as frequently as desired subject to your compliance with Paragraphs 3.3.6 to 3.3.9. The Content must be capable of rendering on a fixed aspect ratio basis to ensure that the Content is viewable in different sized browsers. It is recommended that the maximum file size of any iFrame Content is kept below 100Kbs to avoid a slow uploading of Content into the iFrame and a poor Public Guest Wi-Fi User viewing experience.
- 3.3.5 You will be responsible for ensuring that you serve the Content and Customer Mark into the iFrame via your data server and you will serve default Content if an unknown location code is received (for example a newly built Site). You:
- (a) must notify BT of any issues associated with your Content in the iFrame. BT will not proactively monitor your Content;
  - (b) are responsible for taking the location parameters supplied by BT and returning the appropriate image for the Site and using the relevant code applicable for the Site; and
  - (c) are responsible for development of the required checks to ensure compliance with Paragraph 3.3.5(b).
- 3.3.6 You will not display any Content on the Offline Page relating to telecommunication services, Wi-Fi internet service providers, internet service providers, alcohol, tobacco, gambling, politics or any brand or subject matter which either party would consider distasteful ("**Non-Compliant Content**"). Your failure to comply with this Paragraph 3.3.6 will be deemed to be a breach of this Contract and BT may suspend the iFrame function immediately until you have remedied the breach to BT's satisfaction.
- 3.3.7 You acknowledge that any Content or Customer Mark sent to the iFrame should meet the requirements of Paragraph 3.3.6 at all times.
- 3.3.8 If you and BT disagree whether any Content is Non-Compliant Content, BT will have the final decision as to whether such Content constitutes Non-Compliant Content.
- 3.3.9 We may agree in writing a list of Content types that can be displayed on the Offline Page via the iFrame. The agreed list of the Content types will form part of this Contract and your failure to comply with the list will be deemed a breach of this Contract and BT may suspend the iFrame function immediately until you have remedied the breach to BT's satisfaction.
- 3.4 **Automatic Log-in Service**
- 3.4.1 The Automatic Log-In Service enables the Public Guest Wi-Fi User to register once for access to the Wi-Fi Service, which then allows the Public Guest Wi-Fi User to automatically access the Service when visiting an Auto Log-In Site.
- 3.4.2 The Automatic Log-In Service can only be provided at an Auto Log-In Site once the BT Equipment has been installed and commissioned at that Site.
- 3.4.3 Once the Public Guest Wi-Fi User's Wi-Fi compatible device is connected to the BT Equipment at the Site, an Offline Page will enable the User to register for access to the Public Guest Wi-Fi Service as follows, depending on the Automatic Log-in Service option selected:
- (a) **No Data Capture**

The Wi-Fi compatible device MAC Address will be captured as part of the registration process and no other Public Guest Wi-Fi User Data is requested and/or captured.
  - (b) **Data Capture - Customer Only Marketing Consent**
    - (i) The Wi-Fi compatible device MAC Address is captured and the Public Guest Wi-Fi User's personal details are requested as part of registration process. The registration fields will typically include email address, title, first name, last name. You will determine which registration fields are applied to the registration before the Automatic Log-In Service is made available to Users. Upon completing the registration process the Public Guest Wi-Fi User's personal details and the Wi-Fi compatible device MAC Address will be obtained and stored on the Core Network. As part of the registration process, the Public Guest Wi-Fi User will be required to accept the terms and conditions of the Sponsored Access Service before being allowed access the Wi-Fi Service for the first time and will not have to accept these the next time they visit an Auto Log-In Site.
    - (ii) Each time a Registered User visits an Auto Log-In Site they can connect their Wi-Fi compatible device to the BT branded or your branded SSID as agreed in writing by BT and you, or any other SSID notified to the Registered User by BT from time to time. The Core Network will recognise the Wi-Fi compatible device MAC Address and allow access to the

- Public Guest Wi-Fi Service. The Registered User may see a webpage confirming that they are logged in or may go straight to the Internet.
- (iii) BT will collate and store the Public Guest Wi-Fi User Data registered on the Registration page and will pass to you Public Guest Wi-Fi User Data of the Public Guest Wi-Fi Users that have given their consent on the Offline Page to pass their details to you for marketing purposes.
  - (iv) You will determine the marketing consent to be used for your purposes on the Offline Page and each party will determine the privacy notice wording to be used for their individual purposes on the Offline Page and you will be responsible for it complying with Data Protection Legislation.
  - (v) Each of us will process Personal Data in accordance with Data Protection Legislation. BT will manage the Public Guest Wi-Fi User Data in accordance with its privacy policy found on <http://www.btwifi.co.uk/terms-and-conditions>, and you will manage data in accordance with your privacy policy, which you will provide to BT as soon as reasonably practicable and before the Offline Page goes live. If BT's or your policy changes then the party who is implementing a change to their privacy policy will notify the other party in writing as soon as reasonably practicable.
  - (vi) Neither of us will sell the Public Guest Wi-Fi User Data, without first gaining written permission from the Public Guest Wi-Fi User.
  - (vii) Each of us will act as individual Controllers when using the Public Guest Wi-Fi User Data.
  - (viii) A Wi-Fi compatible device that is inactive for a period determined by BT (usually fifteen minutes) will be automatically logged out until it makes a new data access request, at which point it will be automatically logged back in to the Wi-Fi Service using the Wi-Fi compatible device MAC Address.
  - (ix) If a Registered User has been logged in and active for more than 24 hours then the User's Wi-Fi compatible device will be automatically logged out. The Registered User can log back on to the Public Guest Wi-Fi Service without the need to re-register.
  - (x) Registered Users can de-register from the Automatic Log-In Service by selecting the "De-register" link shown on the Offline Page or Online Page. This will disable the automatic log-in for that registered device on the Core Network.
  - (xi) Registered Users will be automatically de-registered from the Automatic Log-In Service if they have not logged in using that method for six months or more. The Registered User's Public Guest Wi-Fi User Data may remain on the Core Network for a further period of 12 months.
  - (xii) The Customer registration will be valid for all venues within an Estate through Federated Access.
  - (xiii) BT reserves the right without prior notice and without liability to you to disable the Automatic Log-In Service at any time. In any such event, BT will notify you of any such disablement and the reasons for it and use reasonable endeavours to avoid adversely affecting the Public Guest Wi-Fi Service during such disablement of the Automatic Log-In Service.

### 3.5 Insights Service and Insights and Engagement Service

- 3.5.1 The Insights Service and Insights and Engagement Service are provided in conjunction with Purple Wifi Ltd.
- 3.5.2 Where you have selected the Insights or Insights and Engagement Service and the Automatic Log-in Service as set out in your Order, the Data Capture - Customer Only Marketing Consent option for the Automatic Log-in Service must be taken and the following terms will apply instead of those set out at Paragraph 3.4.3(b):
  - (a) The Wi-Fi compatible devices MAC Address is captured and the Public Guest Wi-Fi User's personal details are requested as part of the registration process. Upon completing the registration process through one of the options listed at Paragraph 3.5.3, the Public Guest Wi-Fi User's personal details and the Wi-Fi compatible device MAC Address will be stored on the Core Network. The Public Guest Wi-Fi User will only be required to accept the terms and conditions on first time registration and will not have to accept these the next time they visit an Auto Log-In Site.
  - (b) Each time a Registered User visits an Auto Log-In Site they can connect their Wi-Fi compatible device to the BT branded or your branded SSID as agreed in writing by BT and you, or any other SSID notified to the Registered User by BT from time to time. The Core Network will recognise the Wi-Fi compatible device MAC Address and allow access to the Wi-Fi Service. The Registered User may see the Online Page which confirms that they are logged in to the or may go straight to the Internet.
  - (c) A Wi-Fi compatible device that is inactive for a period determined by BT (usually fifteen minutes) will be automatically logged out until it makes a new data access request, at which point it will

- be automatically logged back in to the Wi-Fi Service using the Wi-Fi compatible device MAC Address.
- (d) If a Registered User has been logged in and active for more than 24 hours then the Public Guest Wi-Fi User's Wi-Fi compatible device will be automatically logged out. The Registered User can log back on to the Wi-Fi Service without the need to re-register.
  - (e) BT reserves the right without prior notice and without liability to you to disable the Automatic Log-In Service at any time. In any such event, BT will notify you of any such disablement and the reasons for it and use reasonable endeavours to avoid adversely affecting the Wi-Fi Service during such disablement of the Automatic Log-In Service.
- 3.5.3 Both the Insights Service and the Insights and Engagement Service enable the Public Guest Wi-Fi User to register for the Public Guest WiFi Service via the Purple Portal for access to the Wi-Fi Service through the following Social Sign-On or standard registration options:
- (a) A registration form where you can select the information you wish to collect (such as email, name or phone number);
  - (b) Facebook sign-on;
  - (c) Twitter sign-on;
  - (d) LinkedIn sign-on; or
  - (e) VK/Vkontakte sign-on.
- 3.5.4 The Public Guest WiFi User registration will be valid for all venues within an Estate that use the Insights Service or Insights and Engagement Service through Federated Access.
- 3.5.5 BT will provide an Offline Page(s), and where applicable and as set out in the Order, one Online Page that can be accessed by Public Guest WiFi Users at the Sites using one of the following options set out below:
- (a) **Generic**

The Offline Page comprises the BT Mark, Public Guest WiFi User (including BT Users) and Roaming Partner login for existing account owners and an access button presented to a Public Guest Wi-Fi User when accessing the Public Guest WiFi Wi-Fi Service with a Public Guest WiFi Wi-Fi compatible device when in range of the BT Equipment on the Site.
  - (b) **Co-branded**
    - (i) The Offline Page comprises the BT Mark, Public Guest WiFi User (including BT Users) and Roaming Partner login for existing account owners and an access button presented to a Public Guest WiFi User when accessing the Public Guest WiFi Wi-Fi Service with a Wi-Fi compatible device when in range of the BT Equipment on the Site;
    - (ii) One instance of the your Content, which may include a Customer Mark and welcome message that will be placed on the Offline Page in accordance with the design template agreed by BT and you; and
    - (iii) The Online Page comprises the BT Mark, one instance of a Customer Mark, the iFrame and any Links or services described in the Contract and in accordance with the design template agreed by BT and you.
  - (c) **Co-branded with Registration**
    - (i) The Offline Page comprises the BT Mark, Public Guest WiFi User (including BT Users) and Roaming Partner login for existing account owners and an access button presented to a User when accessing the Public Guest WiFi Wi-Fi Service with a Wi-Fi compatible device when in range of the BT Equipment on the Site;
    - (ii) One instance of Content which may include a Customer Mark and welcome message which will be placed on the Offline Page in accordance with the design template agreed by BT and you;
    - (iii) The Online Page comprises the BT Mark, one instance of a Customer Mark, the iFrame and any Links or services described in the Contract and in accordance with the design template agreed by BT and you; and
    - (iv) a Registration Page where Public Guest WiFi Users will be asked to enter in personal details and confirm that they agree that BT and you can send them information for marketing and promotional purposes before the Public Guest WiFi User is permitted to use the Public Guest WiFi Wi-Fi Service.
- 3.5.6 When registering for the Public Guest WiFi Service a Public Guest WiFi User will be:
- (a) Informed that their data will be used in order to provide the Public Guest WiFi Service and to provide personalised marketing (if consent is given);

- (b) Informed that their data will be processed in accordance with BT's privacy policy which is found on <http://www.btwifi.co.uk/terms-and-conditions> and your privacy policy which will be found on the Public Guest WiFi User journey;
- (c) Asked if they consent to you using sending them personalised marketing communications;
- (d) Asked to accept the terms of service;
- (e) Informed that if they use Social Sign-On, you will have access to all public elements of their social media profile; and
- (f) Informed that BT will send them a service message outlining the details of the Public Guest WiFi User's account with Purple Wifi Ltd.

- 3.5.7 If the Public Guest WiFi User does not accept the terms of service, the registration portal will close and no data on the Public Guest WiFi User will be captured.
- 3.5.8 A service email will be sent from BT to the Public Guest WiFi User with a link to the Purple Portal which will contain all of the information that is stored in relation to Purple Public Guest WiFi visits. As this is a service message the Public Guest WiFi User cannot opt out of it.
- 3.5.9 Within the Purple Portal a Public Guest WiFi User can access and update all permissions they have given to all Public Guest WiFi Users logged onto the Public Guest WiFi Service via the Purple login and can request all or some of their data be deleted.
- 3.5.10 You will not be able to influence this stage of the sign up process.
- 3.5.11 You gain access to the Public Guest Wi-Fi User data that is captured upon registration by accessing the Purple Portal. The information accessible to you will depend on the Public Guest WiFi User's consent obtained on registration and whether you have signed up to the Insights Service only or the Insights and Engagement Service.
- 3.5.12 Each of us will process Personal Data in accordance with Data Protection Legislation. BT will manage the Public Guest Wi-Fi User Data in accordance with its privacy policy found on <http://www.btwifi.co.uk/terms-and-conditions>, and you will manage data in accordance with your privacy policy, which you will provide to BT as soon as reasonably practicable and before the Offline Page goes live. If BT or your privacy policy changes then the party who is implementing a change will notify the other party in writing as soon as reasonably practicable.
- 3.5.13 All Public Guest Wi-Fi User Personal Data is stored securely and deleted after 13 months of inactivity or as instructed by BT or the Public Guest Wi-Fi User.
- 3.5.14 BT and you will not sell the Public Guest Wi-Fi User Data, without first gaining written permission from the Public Guest Wi-Fi User.
- 3.5.15 Each of us will act as individual Controllers when using the Public Guest Wi-Fi User Data.

### 3.6 Protect Service

- 3.6.1 The Protect Service will block Public Guest Wi-Fi Users from accessing filtered websites when using the Public Guest Wi-Fi Service. BT will determine, at its sole discretion, which websites will be blocked.
- 3.6.2 The following top level content categories are incorporated within the Protect Service and include the highlighted sub-categories:
  - (a) Pornography (comprising Pornography and Sex and Erotic);
  - (b) Drugs (comprising Marijuana and Illegal Drugs);
  - (c) Hate & Self-Harm (comprising Terrorism, Self Harm and Hate Speech);
  - (d) Obscene & Tasteless (comprising Child Inappropriate, R-Rated, Criminal Activities – Other, Hacking and Criminal Skills); and
  - (e) Weapons & Violence (comprising Violence and Weapons)
- 3.6.3 You can choose from the following levels of filtering:
  - (a) Level 0 – No content filtered;
  - (b) Level 1 – Pornography only filtered; or
  - (c) Level 2 – Pornography, Obscene & Tasteless, Drugs, Hate & Self-Harm, Weapons & Violence filtered.
- 3.6.4 The Protect Service has Level 2 filter enabled automatically to the Public Guest Wi-Fi Service. If you want the filter applied changed at the Sites, you should select the required option in the Order. Furthermore, if Level 0 (No content filtered) is selected Notice will need to be provided to BT acknowledging that the Pornography filter will be switched off or not enabled at specific Sites. Following receipt of such Notice, BT will ensure that Level 0 (No content filtered) is enabled at the specified Sites as soon as is reasonably practicable.



- 3.6.5 Any Public Guest Wi-Fi User attempting to access a filtered website when using the Public Guest Wi-Fi Service at a Site will have the browser on their Wi-Fi compatible device redirected to a new webpage ("**Redirect Page**") where they will see a message which provides:
- notification to the Public Guest Wi-Fi User that the type of website they were trying to access has been blocked;
  - a brief explanation of why that website is being blocked; and
  - the ability to promote why this website does not fall in line with their brand values or corporate social responsibility policy.
- 3.6.6 BT will:
- Complete the policy based on routing of Internet traffic into the Protect Service servers, where filtered website blocking can be applied. The Protect Service servers will be installed by BT in its Core Network which provides the Service; and
  - Using the webpage content supplied by you, create a Redirect Page specifically for you using BT's template which will be displayed when a Public Guest Wi-Fi User tries to view a filtered website.
- 3.6.7 Provision of the Protect Service is included in the Charges.
- 3.6.8 BT reserves the right to suspend or withdraw the Protect Service at its sole discretion for reasons including:
- Ensuring that the Internet connectivity is not adversely affected at a Site;
  - Where the Protect Service receives negative/adverse publicity;
  - Changes (including anticipated changes) in Applicable Law; and
  - To reflect advice published by the UK Government or regulatory bodies in the UK.

#### 4 Service Management Boundary

- 4.1 BT will provide and manage the Service in accordance with parts B and C of this Appendix and as set out in any applicable Order.
- 4.2 Where BT has not provided a dedicated Access Line the Service Management Boundary will be as described in Paragraph 3 of the BT Managed SD-LAN Annex.
- 4.3 Where BT has provided a dedicated Access Line the Service Management Boundary will extend to include the Access Line(s) and associated Managed Router.
- 4.4 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.5 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software that is not provided by BT.

#### 5 Specific Terms and Conditions

##### 5.1 IP Addresses

- 5.1.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 5.1.2 All your rights to use IP Addresses will cease on termination or expiration of the Service.

##### 5.2 Invoicing

- 5.2.1 In addition to the invoicing provisions set out elsewhere in this Contract and in any Order, BT may invoice you for any of the following Charges:
- Charges for expediting provision of the Service at the your request; and
  - Charges for on-site visits for rectifying issues not caused by BT.

##### 5.3 Charges on termination of the Service

- 5.3.1 In the event that you sell or dispose of a Site and the new owner or occupier of that Site wishes to continue using the Public Guest Wi-Fi Service then you will not be required to pay the Termination Charges for the Public Guest Wi-Fi Service and Managed SD-LAN Service set out in the Managed Service Schedule of this Contract. BT and the new owner or occupier of the Site will enter into a separate contract for the continued provision of the Public Guest Wi-Fi Service and Managed SD-LAN Service.

##### 5.4 Annual Price Increase

- 5.4.1 BT will include an annual increase to Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% ("**Annual Price Increase**").
- 5.4.2 The Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Charges by 3.9%. The change to Charges as a result





of the Annual Price Increase will not cause you material detriment and will not give you the right to terminate the Contract without paying Termination Charges.

### 5.5 Reporting

5.5.1 BT will provide an MIS Report to you that includes:

- (a) SUMMs usage data monthly from all combined Sites; and
- (b) Where the Registration Service or Automatic Login Service is provided, Public Guest Wi-Fi User Data captured in the registration field of those Public Guest Wi-Fi Users that have completed the registration at the Sites at regular periods.

5.5.2 Where the Insights Service or Insights and Engagement Service is provided Paragraph 5.5.1 will not apply and BT will not provide an MIS Report. Instead, BT will provide you with access to the Purple Portal(s) which will provide information that includes:

- (a) SUMMs usage data monthly from all combined Sites;
- (b) New vs. returning unique users;
- (c) User session duration (dwell time);
- (d) Device type & OS;
- (e) Concurrent users;
- (f) Languages;
- (g) Data Usage - (up & download);
- (h) Anonymised repeat visits;
- (i) Top 10 venues - sessions (length & volume), users (return & new), MBs, minutes, totals & averages;
- (j) Unique users - (including visits to other sites in an estate);
- (k) Bandwidth utilisation;
- (l) Registration method - (demographic split);
- (m) Public Guest Wi-Fi User data captured in the registration fields of those users that have completed the registration at sites; and
- (n) Total registrations.

### 5.6 Service Development and Marketing

5.6.1 You agree as reasonably requested by BT to do the following:

- (a) to complete questionnaires or other documents BT may send to you concerning the Service;
- (b) to participate in such interviews and discussion groups as BT may from time to time arrange; and
- (c) to provide BT with such feedback and information about the Service as BT may reasonably require.

5.6.2 At your request, and where BT receives your consent:

- (a) the Site details will be listed on BT's web pages, third party site locators, search engines and in other publications that detail where the Service is made available;
- (b) your company details will be used by BT in general marketing of the Service for the duration of the Contract subject to the your approval of any marketing material that specifically names you and/or uses any of your trademarks or logos.

5.6.3 You agree, for the duration of the Contract:

- (a) that onsite fixed signage will be prominently displayed at each Site to advertise the availability of the Service, however, any use or publication in physical or electronic form of a BT Mark is subject to BT's prior approval;
- (b) the leaflets you produce (including but not limited to site guides, directories or help leaflets) that are available at each Site, name BT as the Service provider for that Site and include an authorised copy of the BT Mark;
- (c) to show BT as the Service provider on each and every sign at each Site that lists the facilities and services available at the Site, such signage to include an authorised copy of the BT Mark;
- (d) to ensure that your corporate website and each and every website maintained by you for the Site(s) is updated such that it shows BT as the Service provider including an authorised copy of the BT Mark;
- (e) to prominently and continually display at every customer assistance desk, information desk or other form of visitor helpdesk at any Site, BT marketing material and leaflets relating to the Service which BT provide to you free of charge;
- (f) at least annually commencing from the Service Start Date, to provide details of the Service in an email marketing campaign to individuals and businesses who have consented to receive marketing communications. Such marketing campaign will include an authorised copy of the BT Marks.



5.6.4 You will meet with BT from time to time to discuss marketing campaigns for the promotion of the Service. You will agree with BT in writing the details of the campaigns (and any related costs) to be undertaken.

### 5.7 Amendments to the General Terms

5.7.1 Clause 5.1.1 of the General Terms is deleted.

5.7.2 The following Clauses are added to Clause 12 of the General Terms:

12.11 You will not, without BT's prior written agreement, use any BT Marks.

12.12 You hereby grant BT solely for the duration of this Contract an irrevocable, unfettered, worldwide, royalty free licence to use, reproduce and display the Customer Marks, and URLs and such information or materials supplied to BT by you in connection with this Contract together with the copyright, for all purposes connected with the provision of the Service.

12.13 You will indemnify, hold harmless and defend BT against any Claims, losses, costs or liabilities, brought against BT by a third party in respect of:

(a) Content supplied to BT by you; and

(b) Content placed on the Offline Page supplied by you.

5.7.3 The following wording is added to Clause 15 of the General Terms:

15.5 BT reserves the right without prior notice and without liability to you to disable any Link and where applicable remove Content from any Offline Page or Online Page if, in BT's reasonable opinion, any aspect of the Content and/or content linked from the BT website:

(a) does not comply with, or is in breach of, any Applicable Law;

(b) is in breach of Paragraph 7.2.8, Part B of the Public Guest Wi-Fi Appendix to the BT Managed SD-LAN Annex;

(c) contains any virus, worm or other contaminant; or

(d) may otherwise bring BT into disrepute.

In any such event, BT will notify you of any such disablement and the reasons for it.

5.7.4 Clause 19.1 of the General Terms is deleted and replaced with the following:

19.1 Subject to Clause 21.1, either Party may terminate the affected Service where a Force Majeure Event has caused a total loss of that Service for a continuous period of more than 90 days by giving Notice to the other Party.

5.7.5 The following wording is added to Clause 22 of the General Terms:

22.10 BT excludes all liability of any kind in respect of the Content, and any other material on the Internet that can be accessed via the Service (including Offline Pages or Online Pages), except for any BT Mark or BT's own material on the Internet.

22.11 BT will not accept any liability, howsoever arising, incurred due to:

(a) discrepancies, errors or omissions in Content; and

(b) delays to the provision of the Service caused by your failure to supply or approve Content.

22.12 The Customer accepts that due to the diversity of web browser software, the functionality and on screen images created, including objects may appear visually different in different web browsers or on different equipment such as personal computers, mobile telephones, personal digital assistants, or multimedia kiosks. Accordingly BT accepts no liability for such differences.

22.13 You acknowledge and accept that colour tones, text typefaces, graphic quality and matches and audio quality and matches cannot be guaranteed due to hardware and software limitations and restrictions around the world.

22.14 You agree that BT cannot guarantee Service coverage in all parts of the areas of each Site, as the network coverage at each Site will be proportionate to the number of Wireless LAN Access Points, their location and environment in which they are installed, atmospheric and radio interference and any technical limitations applicable to the BT Equipment.



## Part B –Service Delivery and Management

### 6 BT's Obligations

#### 6.1 During Operation

On and from the Service Start Date, BT:

- 6.1.1 may, in the event of a security breach affecting the Public Guest Wi-Fi Service, require you to change any or all of your passwords and procure the Public Guest Wi-Fi Users to change their passwords;
- 6.1.2 may consider that the Public Guest Wi-Fi Service would benefit from a bandwidth upgrade as a result of a review of the Public Guest Wi-Fi Service bandwidth. If so, BT will notify you of the recommended bandwidth upgrades or other such solutions as BT may recommend. Any bandwidth upgrades or other such solution will be chargeable to you and such terms and Charges will be agreed in writing prior to implementation; and
- 6.1.3 may monitor and record its communications with you, including emails and phone conversation. Information collected by BT may be used for training purposes, quality assurance, to record details about the Public Guest Wi-Fi Service ordered by you, and in order to meet BT's legal and regulatory obligations generally.

#### 6.2 The End of the Public Guest Wi-Fi Service

On termination of the Public Guest Wi-Fi Service by either one of us, BT will:

- 6.2.1 delete configuration information relating to the Public Guest Wi-Fi Service provided at the Site(s).

### 7 Your Obligations

#### 7.1 Service Delivery

Before the Public Guest Wi-Fi Service Start Date and, where applicable, throughout the provision of the Public Guest Wi-Fi Service by BT, you will:

- 7.1.1 in relation to the Password Access Sponsored Service:
  - (a) provide BT with the contact details of one individual who will be authorised to use the administrator portal for the Password Management Service. BT will issue a username and password to access the administrator portal. The nominated individual must ensure that the password associated with the username is changed regularly to maintain security of the Password Management Service;
  - (b) ensure that the authorised staff keep the username and password for the Password Management Service secure and not disclose them to a third party or any person/individual to use the account who is not authorised by you;
  - (c) be responsible for issuing the Free Wi-Fi Password to Public Guest Wi-Fi Users and explaining that the password must be kept secure and that the Public Guest Wi-Fi User must use the Sponsored Access Service in accordance with the terms and conditions that can be found on the Offline Page;
  - (d) notify BT if a member of your staff with access to the Password Management Service no longer requires access or leaves your company or organisation; and
  - (e) never sell the password to any Public Guest Wi-Fi User for financial gain.
- 7.1.2 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees, you will:
  - (a) inform your Users that as part of the Public Guest Wi-Fi Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
  - (b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and
  - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 7.1.2, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 7.1.2.

#### 7.2 Service Operation

On and from the Public Guest Wi-Fi Service Start Date, you will:

- 7.2.1 Grant BT the right to include your Site details on BT's records available to Public Guest Wi-Fi Users of where the Public Guest Wi-Fi Service is made available and in BT's general marketing of the Service;
- 7.2.2 monitor and maintain any Customer Equipment connected to the Public Guest Wi-Fi Service or used in connection with the Public Guest Wi-Fi Service;

- 7.2.3 immediately disconnect any Customer Equipment, or advise BT to do so at the your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 7.2.4 not install or permit the installation of any alternative Public Wi-Fi equipment at the Site(s) for the duration of the Contract;
- 7.2.5 not attempt to resell or profit from the Public Guest Wi-Fi Service in any way except that you will not be prevented from making indirect profits for yourself, gained as a result of selling services not related directly to the Public Guest Wi-Fi Service at the Site(s);
- 7.2.6 be responsible for the provision of all Content or Customer Marks to BT. You will approve in writing any Content or Customer Marks prior to them being made available on the Offline Page. Where such Content or Customer Mark includes video streaming or downloadable content, BT will approve such Content in relation to required bandwidth and will have the right to refuse such Content where in BT's sole opinion it is likely to adversely affect the use of the Public Guest Wi-Fi Service;
- 7.2.7 ensure that any Content or Customer Mark provided in a language other than English will be approved by you in writing prior to release on the Offline Page. BT, at its sole discretion, may request at any time a written translation of the text in English. The cost of any translation services will be carried out at your cost; and
- 7.2.8 warrant, and continue to warrant, until termination of this Contract, that:
  - (a) the Content and Customer Mark will not include any information or material which when used or communicated to the public in accordance with the terms of this Contract:
    - (i) infringes the rights of any third party including, copyright, moral rights, right of privacy, rights in performances, image rights or restrictive covenant;
    - (ii) is offensive, abusive, indecent, defamatory, obscene or menacing or in breach of confidence or illegal or the accessing, holding, transmitting or supplying of which would be a criminal offence or otherwise unlawful; or
    - (iii) causes annoyance, inconvenience or needless anxiety; and
  - (b) all clearances, licences and consents necessary for the use and communication to the public of the Content and Customer Mark have been obtained and all fees or royalties have been paid.

## 8 Notification of Incidents

- 8.1 You will report Incidents in accordance with the process set out in the Managed Service Schedule.



## Part C – Service Levels

### 9 Service Levels

9.1 Service Levels are as set out in the Managed Service Schedule.



## Part D – Defined Terms

### 10 Defined Terms

In addition to the defined terms in the General Terms, the Managed Service Schedule and the Managed SD-LAN Annex, the capitalised terms in this Appendix will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, the Managed Service Schedule and the Managed SD-LAN Annex, these defined terms will take precedence for the purposes of this Appendix):

“**Access Line**” means a circuit connecting a Site(s) to the BT Network.

“**Automatic Log-in Service**” means the service described in Paragraph 3.4.1.

“**Auto Log-In Site**” means a customer Site which has the Automatic Log-In Service made available to Registered Users by BT.

“**BT Mark(s)**” means any trademarks owned or licensed to BT.

“**BT Group Company**” means any company or corporation within the BT Group.

“**Child Inappropriate**” means a generic category for tasteless material or other material potentially inappropriate for children not already covered by another category such as Violence or R-Rated.

“**Content**” means any information, video, graphics, sound, music, photographs, software, applications, data and any other materials (in whatever form) published or otherwise made available to BT by you including Links to websites.

“**Core Network**” means BT’s network infrastructure between and including the POP, but does not include the Access Line between the Site(s) and the POP.

“**Criminal Activities – Other**” means sites that do not fall into any specific category under Criminal Skills. This includes web pages that have three or more Criminal Skills categories.

“**Criminal Skills**” means web pages providing information on how to perpetrate illegal activities such as burglary, murder, bomb-making, lock picking, etc. Includes also information on how to perpetrate non-online scams and fraud and how to fake drug tests.

“**Customer Mark(s)**” means any trademarks owned by or licensed to you.

“**Drugs**” means websites focused on criminal acts relating to drugs under the laws of the United Kingdom.

“**Estate**” means a Site owned by you at which BT provides the Public Guest Wi-Fi Service.

“**Federated Access**” means that a Registered User is able to automatically log in at an Auto Log-In Site other than the site at which they registered.

“**Free Wi-Fi Password(s)**” means the password given to Public Guest Wi-fi Users by you as part of the Password Access Sponsored Service.

“**Guest Wi-Fi Users**” means any person that you allow to use Public Guest Wi-fi.

“**Hacking**” means web pages with information or tools specifically intended to assist in online crime such as the unauthorized access to computers, but also phone system hacking (aka phreaking) and pages with tools and information that enables fraud and other online crime. Hacking does not include legitimate security testing tools intended to support security assessment tasks and replicate a hacking scenario, which do not result in the actual compromise of a computer.

“**Hate Speech**” means extreme right and/or left wing groups, sexist remarks, racist remarks or racial slurs, religious hate, or the promotion of oppression of certain groups or individuals based on race, religion, nationality, political affiliation, gender, age, disability or sexual orientation.

“**iFrame**” means the Offline Page function for presenting Content to Public Guest Wi-fi Users as set out in Paragraph 3.3.

“**Illegal Drugs**” means pages that in any way endorse or glorify commonly illegal drugs, the misuse of prescription drugs, the misuse of inhalents, or any positive references to the culture of drug use whether specific drugs are mentioned or not.

“**Insights Service**” means a public guest Wi-Fi service with a range of features (branded Offline Pages, multiple access options, corporate branding) supported by a suite of reporting.

“**Insights and Engagement Service**” means the service providing all features of the Insights Service with additional functionalities to enable streamlined User engagement.

“**Link**” means any hypertext, graphic, button and/or similar function provided by you and capable of linking to other websites including non-BT websites.

“**MAC Address**” means a media access control address which acts as unique identifier in a manufacturers hardware allowing it to be recognised by a network.

“**Managed Router**” means a network router(s) used to connect between the Access Line NTE and BT Managed SD-LAN infrastructure.

“**Marijuana**” means web pages about the plant or about smoking the marijuana plant. Includes web pages on legalizing marijuana, using marijuana for medicinal purposes, marijuana facts and info pages, and pages that display pictures of marijuana plants if shown in a way that could be considered an endorsement of the drug.

“**MIS Report**” or “**MIS Reporting**” means the reporting set out in Paragraph 5.5.



“**NTE**” or “**Network Terminating Equipment**” means the BT Equipment used to provide the Public Guest Wi-Fi Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

“**Offline Page**” means a customised welcome webpage.

“**Online Page**” means a web page which is presented to the Public Guest Wi-Fi User after accessing the Public Guest Wi-Fi Service via the Offline Page. The Online Page may include a combination of Links, advertising or services for the Public Guest Wi-Fi User as set out in the Contract.

“**Password Access Sponsored Service**” has the meaning set out in Paragraph 3.2.2.

“**Public Guest Wi-Fi User Data**” means the data relating to Public Guest Wi-Fi Users collected and processed by the Registration Service and/or Automatic Log-In Service which includes Personal Data.

“**Purple WiFi Ltd**” or “**Supplier**” means a company incorporated in England and Wales (registered no. 06444980) having its registered office at Meadowbank Offices Junction 22 Business Park, Tweedale Way, Chadderton, Oldham, England, OL9 8EH.

“**POP**” means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and the Core Network.

“**Pornography**” means images or videos depicting sexual acts, sexual arousal, or explicit nude imagery intended to be sexual in nature (e.g. spread legs or genitalia focus). Also includes graphic pictures of human excretion.

“**Protect Service**” has the meaning set out in Paragraph 3.6.1.

“**Purple Platform**” means the platform through which the Public Guest Wi-Fi User may access the Insights and Engagement Service described in Paragraph 3.5.1.

“**Purple Portal**” has the meaning set out in Paragraph 3.5.8.

“**Registered User**” means a Public Guest Wi-Fi User who has completed registration at an Auto Log-In Site.

“**Registration Page**” is the web page where a Public Guest Wi-Fi User inputs their Personal Data for use by you and BT for marketing purposes.

“**Registration Service**” means the provision of a Registration Page where Public Guest Wi-Fi Users will be asked to enter in personal details and confirm that they agree that BT and you can send them information for marketing and promotional purposes before the Public Guest Wi-Fi User is permitted to use the Service.

“**Roaming Partner**” means a BT customer, or a third party which has permission for it or its customers to access BT’s Wi-Fi network.

“**R-Rated**” means sites whose primary purpose and majority of content is child appropriate, but who have regular or irregular sections of the site with sexually themed, non-educational material.

“**Self-harm**” means web pages promoting or glorifying self-harm. A person that inflicts pain, poison or any other forms of harm on oneself is considered self-harm. Examples are self-cutting, self-injury, pro bulimia, self poisoning, self-attack, para-suicide etc.

“**Sex and Erotic**” means web pages with sexual content or products or services related to sex, but without nudity or other explicit pictures (even ads) on the page.

“**Social Sign-On**” means one of the registration options via the Purple Platform listed at Paragraph 3.5.3 (b)-(e).

“**Sponsored Access Service**” has the meaning set out in Paragraph 3.1.1.

“**SSID**” means service set identifier, being a code identifying a WLAN.

“**SUMMs**” means sessions, unique users, minutes and megabytes used.

“**Terrorism**” means websites which promote terrorism, radicalism and the unlawful use of violence and intimidation, especially against civilians, in the pursuit of political or religious aims, including the beliefs or illegal or illicit actions of people who advocate thorough or complete political or social alteration.

“**Violence**” means instructions on how to commit violence excluding Criminal Skills like bomb making. Includes militancy, torture, crime-scene photos, and descriptions or pictures of a violent, bloody or gory nature. Also includes sites that promote violence and sedition.

“**Weapons**” means websites which promote, sell, manufacture or describe the manufacture of weapons.