



**"Acceptable Use Policy"** means specific rules that you and your Users have to follow when using the Trial Service. You can find the policy at <https://business.bt.com/terms/> (or any other online address that BT may advise you).

**"Affiliate"** means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or BT.

**"Affiliate Contract"** has the meaning given in Clause 23.5 of the Standard Trial General Terms.

**"Annex"** means any annex to Trial Service Terms that describes the Trial Service or sets out the specific terms that apply to it.

**"Applicable Law"** means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Trial Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America.

**"BT Equipment"** means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Trial Service.

**"BT Network"** means the communications network owned or leased by BT and used to provide the Trial Service.

**"BT Policies"** means together the Acceptable Use Policy, BT Privacy Policy and Compliance Obligations.

**"Business Day"** means any day generally seen locally in the place where a Trial Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

**"Business Hours"** means between the hours of 0800 and 1700 in a Business Day.

**"Cardholder Data"** means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account.

**"Charges"** means the fees and charges that you pay in relation to the Trial Service as set out in the Trial Service Terms.

**"Circuit"** means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Trial Service.

**"Claim"** means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

**"Compliance Obligations"** mean those provisions, obligations and rights set out under the drop-down heading 'Compliance Obligations' at [www.globalservices.bt.com/uk/en/footer\\_links/terms](http://www.globalservices.bt.com/uk/en/footer_links/terms) (or any other online address that BT may advise you).

**"Confidential Information"** means confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

- (a) the Contract;
- (b) information about technical or commercial know-how, specifications, inventions, processes or initiatives;  
or
- (c) any information a reasonable business person would see as confidential about:
  - (i) the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either of us or our Affiliates; and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

- (a) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
- (b) information that was already available on a non-confidential basis;
- (c) information we both agree in writing is not confidential information; or
- (d) information that was developed by or for the receiving party independently of the information disclosed by whoever disclosed it.

**"Content"** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

**"Contract"** means the agreement between you and BT that is made up of the Standard Trial General Terms, the Trial Service Terms and any Annexes.

**"Customer"** means 'you' and 'your'.

**"Customer Contact"** means any individuals authorised to act on your behalf for Trial Service management matters.



**"Customer Equipment"** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the Trial Service.

**"Enabling Service"** has the meaning given in Paragraph 5.1.1 of the Trial Service Terms (if applicable).

**"EULA"** or **"End User Licence Agreement"** has the meaning given in the Trial Service Terms (if applicable).

**"Feedback"** means any input, including suggestions, ideas, comments, feedback, recommendations or other information provided by you, including but not limited to usability, bug reports, enhancement requests and test results, based on your evaluation and testing of the Trial Service or other BT's products and services.

**"Force Majeure Event"** means any event that neither of us can control and that stops or delays either of us from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake, seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

**"GDPR"** means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

**"Incident"** means an unplanned interruption to, or a reduction in the quality of, the Trial Service or particular element of the Trial Service.

**"Insolvency Event"** means any of the following events that occurs where one of us:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- (d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- (e) stops trading or operating;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or
- (g) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

**"Intellectual Property Rights"** means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

**"IP Address"** means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

**"Local Area Network"** or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

**"Maintenance"** means any work on the BT Network or Trial Service, including to maintain, repair or improve the performance of the BT Network or the Trial Service.

**"Merchant"** means for the purposes of the PCI DSS, any entity that accepts payment cards bearing the logos of any of the five members of PCI SSC (American Express, Discover, JCB, MasterCard or Visa) as payment for goods or services.

**"Notice"** means any notice to be given by one of us to the other under the Contract in accordance with Clause 22 of the Standard Trial General Terms.

**"Open Source Software"** means software BT has distributed to you that is licensed under a separate open source licence.

**"Purchased Equipment"** means any equipment, including any Software, that BT sells or licenses to you.

**"PCI DSS"** means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

**"PCI SSC"** means Payment Card Industry Security Standards Council.

**"Planned Maintenance"** means any Maintenance BT has planned to do in advance.

**"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 BT's Core Network.



**"Trial Service Terms"** means the terms that describes the Trial Service and sets out the specific terms that apply to it and includes any Annexes for the Trial Service.

**"Service Desk"** means the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Trial Service.

**"Sensitive Authentication Data"** means security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions that may be transmitted or processed (but not stored) as part of a payment transaction.

**"Site"** means any place from or to which BT provides the Trial Service.

**"Software"** means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT provides to you as part of a Trial Service. It includes any embedded software, but it excludes Open Source Software.

**"Standard Trial General Terms"** means the terms found at [https://business.bt.com/content/dam/terms/trial/TrialTermsandConditions\\_GeneralTerms.pdf](https://business.bt.com/content/dam/terms/trial/TrialTermsandConditions_GeneralTerms.pdf), and form part of the Contract.

**"Termination Charges"** means any compensatory charges payable by you to BT on termination of the Contract or a Trial Service in accordance with Clause 18 of the Standard Trial General Terms.

**"Transaction Taxes"** mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Trial Services.

**"Trial Period"** has the meaning given to it in the Trial Service Terms.

**"Trial Service"** means the service that BT provides under the Contract as set further described in the Trial Service Terms. If relevant, it includes a part or component of the Trial Service.

**"User"** means any person who is your employee that you allow to use the Trial Service.

**"WEEE"** has the meaning given in Clause 6.1 of the Standard Trial General Terms.

**"WEEE Directive"** has the meaning given in Clause 6.1 of the Standard Trial General Terms.

**"Withholding Tax"** means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.