



Website Builder - Service Annex to Service Schedule for My BT Business Account – BT Business Apps

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Application of this Annex

This Annex sets out the additional terms that will apply where BT provides you with the Website Builder Service. The terms of this Annex will apply in addition to the terms set out in:

- (a) the Service Schedule for My BT Business Account – BT Business Apps; and
- (b) the General Terms.

Service Summary

BT will provide you with, as a My BT Business accountholder, the right to access and use the Online Business Centre, in order to receive the Standard Service Components up to the point of the Service Management Boundary as set out in Paragraph 2 ("**Website Builder**").

1 Standard Service Components

BT will provide you with all of the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

- 1.1 **Website Editor:** to create, build and edit your website;
- 1.2 **Domain Name:** BT will provide you with a domain name which you are able to configure and manage through the Online Business Centre. You may use a third party domain name for your website however BT has no responsibility whatsoever for providing, managing or supporting any third party domain names.
- 1.3 **Website Hosting:** BT will host your website and no alternative hosting service can be used with the Website Builder service.
- 1.4 **Secure Sockets Layer ("SSL") Certificate:** BT will provide you with SSLs that are automatically attached to the domain when your website is published.

2 Service Management Boundary

- 2.1 BT will provide and manage the Website Builder Service in accordance with this Annex and as set out in any applicable Order ("**Service Management Boundary**").
- 2.2 BT will have no responsibility for the Website Builder Service outside the Service Management Boundary.
- 2.3 BT does not make any representations, whether express or implied, about whether the Website Builder Service will operate in combination with any Customer Equipment or other equipment and software.
- 2.4 BT will not provide any equipment as part of the Website Builder Service.
- 2.5 BT will not be responsible for:
 - 2.5.1 the creation and publishing of your website;
 - 2.5.2 updating the content of your website; and
 - 2.5.3 the content of your website and that all content complies with Applicable Law.

3 Enabling Service

You will have an internet connection, either fixed or mobile, that will connect to the Website Builder Service and that is necessary for the Website Builder Service to function and will ensure that these services meet the minimum technical requirements that BT specifies ("**Enabling Service**").

4 Specific Terms

4.1 Changes to the Annex

- 4.1.1 BT may amend this Annex (including the Charges) at any time by either:
 - (a) publishing the amendment online at www.bt.com/pricing or www.bt.com/terms (or any other online address that BT advises you of); or
 - (b) by giving Notice to you.
- 4.1.2 In the event that the amendments cause you material detriment, BT will give you Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 4.1.3 If BT makes any amendment to the Annex that causes you material detriment, you will not have to pay any Termination Charges if you give Notice to terminate the Website Builder Service in accordance with the Schedule within 30 days after the date of notification if BT has only published the amendment online.

4.2 Minimum Period of Service

- 4.2.1 At the end of the Minimum Period of Service, unless one of us has given Notice to the other of an intention to terminate the Website Builder Service in accordance with the Contract, BT will continue to



provide the Website Builder Service and each of us will continue to perform our obligations in accordance with the Contract.

4.2.2 If either of us gives Notice to the other of an intention to terminate the Online Business Centre Service, BT will cease delivering the Website Builder Service at the time of 23:59 on the last day of the Minimum Period of Service.

4.2.3 This Contract will end automatically if the EULA or any other third party licence necessary for the operation of this Website Builder Service expires or is terminated for any reason.

4.3 **Termination for Convenience**

For the purposes of Clause 17 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Website Builder Service by giving 30 days' Notice to the other.

4.4 **Customer Committed Date**

4.4.1 If you request a change to the Website Builder Service or any part of the Website Builder Service, then BT may revise the Customer Committed Date to accommodate that change.

4.4.2 BT may expedite delivery of the Website Builder Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

4.5 **Domain Names**

4.5.1 Domain Names made available to you by BT with the Website Builder Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.

4.5.2 All of your rights to use IP Addresses or Domain Names supplied to you by BT will cease on termination or expiration of Website Builder Service.

4.5.3 BT cannot ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.

4.5.4 You warrant that you are the owner of, or are authorised by the owner of, the trade mark or name that you wish to use as a Domain Name.

4.6 **Invoicing**

4.6.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month and for any period where the Website Builder Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis; and
- (b) any Termination Charges incurred in accordance with Paragraph 4.8 upon termination of the relevant Service.

4.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract; and
- (b) any other Charges as set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

4.7 Where BT has agreed that the Website Builder Service may be included within one of BT's standard pricing packages or schemes, during the period that the Website Builder Service is included in the pricing package or scheme, the Charges specified in the Schedule may be amended by the terms of the pricing package or scheme and upon termination of the pricing package or scheme, the Charges will revert to those specified in the Schedule.

4.8 **Termination Charges**

4.8.1 If you terminate the Website Builder Service during the Minimum Period of Service, you will pay BT Termination Charges, as compensation, equal to 100 percent of the Recurring charges for any remaining months of the Minimum Period of Service.

4.8.2 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

4.9 **PCI DSS Compliance Obligations**

4.9.1 The Website Builder Service is not compliant with PCI DSS and you will not use the Website Builder Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.

4.9.2 You will indemnify BT for any Claims, losses, costs or liabilities that it incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS.

4.10 **EULA**



- 4.10.1 BT will only provide the Website Builder Service if you have entered into the end user licence agreement with the Supplier in the form set out at <https://assets.web.com/legal/English/DomainNameRegistrationServices.pdf>, as may be amended or supplemented from time to time by the Supplier ("**EULA**").
- 4.10.2 You will observe and comply with the EULA for all and any use of the Website Builder Service.
- 4.10.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA, BT may restrict or suspend the Website Builder Service upon reasonable Notice, and:
 - (a) you will continue to pay the Charges for the Website Builder Service until the end of the Minimum period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Website Builder Service.
- 4.10.4 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 4.10.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.

Part B – Service Delivery and Management

5 BT's Obligations

5.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Website Builder Service, BT will:

- 5.1.1 provide you with a confirmation email with instructions on how to access the Online Business Centre and the Website Builder Service;
- 5.1.2 provide you with contact details for the Service Desk.

5.2 During Operation

On and from the Service Start Date, BT will respond and use reasonable endeavours to remedy an Incident without undue delay.

5.3 The End of the Service

On expiry or termination of the Website Builder Service by either of us, BT:

- 5.3.1 will remove all access to the Website Builder Service;
- 5.3.2 delete the hosting of any Website(s) within the terminated Website Builder Service;
- 5.3.3 make available (at its expiry) any domain names previously registered with the Website Builder Service.

6 Your Obligations

6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Online Business Centre Service, you will:

- 6.1.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 6.1.2 provide BT with any information reasonably required without undue delay; and
- 6.1.3 complete any preparation activities that BT may request to enable you to receive the Website Builder Service promptly and in accordance with any reasonable timescales.

6.2 During Operation

On and from the Service Start Date, you will:

- 6.2.1 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Website Builder Service;
- 6.2.2 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Website Builder Service and:
 - (a) take all reasonable steps to prevent unauthorised access to the Website Builder Service; and



- (b) change any or all passwords or other systems administration information used in connection with the Website Builder Service if BT requests you to do so in order to ensure the security or integrity of the Website Builder Service,
 - 6.2.3 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and
 - 6.2.4 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Website Builder Service.
- 6.3 **The End of the Service**

On expiry or termination of the Website Builder Service by either of us, you will discontinue any use of the Website Builder Service.

7 Notification of Incidents

Where you become aware of an Incident:

- 7.1 the Customer Contact will report it to the Service Desk;
- 7.2 BT will give you a Ticket;
- 7.3 BT will aim to respond to a fault report received during Business Hours by the end of the next Business Day. Faults received after Business Hours will be treated as being received on the next Business Day.
- 7.4 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 7.4.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 7.4.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 7.5 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.



Part C – Service Levels

8 Service Care Levels

There are no Service Levels for this Website Builder Service.



Part D – Defined Terms

9 Defined Terms

In addition to the defined terms in the Schedule and Service Schedule for the My BT Business Account BT Business Apps capitalised terms in this Annex will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the Schedule and Service Schedule for the My BT Business Account BT Business Apps, these defined terms will take precedence for the purposes of this Annex).

"BT Price List" means the document containing a list of BT's charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"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.

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

"Domain Name" means a readable name on an Internet page that is linked to a numeric IP Address.

"Enabling Service" has the meaning given in Paragraph 3.

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

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"Internet Protocol" or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"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.

"Minimum Period of Service" means the period of time beginning on the Service Start Date as set out in any applicable Order.

"My BT Business Account holder" means the registered user of the BT account for the My BT Business App Service.

"Online Business Centre" means the online portal through which you can access and use the Website Builder Service.

"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.

"Recurring Charges" means the Charges for the Website Builder Service or applicable part of the Website Builder Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

"Regional Internet Registry" means an organization that manages the allocation and registration of Internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

"Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Website Builder Service.

"Service Management Boundary" has the meaning given in Paragraph 2.1.

"SSL (Secure Sockets Layer) Certificate" means a secure connection between web clients and web servers exists, even if over an insecure network (e.g. the Internet).

"Standard Service Components" has the meaning given in Paragraph 1.

"Supplier" means Enable Media Limited (t/a Web.com) registered office: 12 New Fetter Lane, London, EC4A 1JP Company Number: 05178759

"Ticket" means the unique reference number provided by BT for an Incident and that may also be known as a **"fault reference number"**.

"Website Builder" has the meaning given to it in Paragraph 0.