

# Service Schedule for My BT Business Account – BT Business Apps

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## 1. SERVICE DESCRIPTION

- 1.1 The Service provides Customers with access to an online web portal (“Marketplace”) where Customers may:
- (a) Trial and/or purchase selected Products;
  - (b) Access and manage Products;
  - (c) Grant Users access to Products;
  - (d) Allow Users to trial and purchase Third Party Products; and
  - (e) Remove or add Users as required.
- 1.2 BT will publish details of Products available to Customers on the Marketplace.
- 1.3 Access to and use of the Marketplace will be provided subject to the Terms and this Service Schedule.
- 1.4 Access to and use of Third Party Products through the Marketplace (whether during a Free Period (as defined below) or otherwise) will be provided subject to the applicable EULA and/or standard terms and conditions for that Third Party Product, as set out in the Annex to this Service Schedule.
- 1.5 Access to and use of BT Products through the Marketplace (whether during a Free Period (as defined below) or otherwise) will be provided subject to the applicable EULA and/or standard terms and conditions for that BT Product, as set out in the Annex to this Service Schedule.

## 2. COMMENCEMENT AND MINIMUM PERIOD

- 2.1 The Service will commence upon BT’s acceptance of the Customer’s order. BT will make the Products available to the Customer via the Marketplace or for downloading to the Customer’s devices.
- 2.2 There is no minimum period for the Service.
- 2.3 Products are subject to the minimum periods set out in the relevant EULA, terms and conditions applicable to the relevant Product and/or on the Marketplace.

## 3. END USER LICENCE AGREEMENT (“EULA”)

- 3.1 Where Software (either pre-loaded or embedded in equipment or otherwise) and/or a Third Party Product is supplied by BT or a Third Party Provider, the Customer’s use of the Software and/or the Third Party Product is subject to acceptance of the relevant EULA. By downloading and/or using the Software and/or Third Party Product the Customer accepts and agrees to abide by any applicable EULA, details of which are included in the Annex to this Service Schedule.

## 4. SUPPORT

- 4.1 BT will:
- (a) perform routine system administration of the Marketplace including service, network and security monitoring;
  - (b) provide the Customer and Users with help on user creation, user configuration and purchasing and managing of Products; and
  - (c) not provide, unless detailed in this Service Schedule, any applicable EULA or in the standard terms and conditions applicable to a Product, any other support, technical or otherwise from BT, its supplier or Third Party Provider.

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- 4.2 BT, its supplier or Third Party Provider does not guarantee that the Marketplace or any Product will be available at all times or will be fault free. BT will try to provide uninterrupted access but the Customer understands and agrees that from time to time faults may occur.
- 4.3 BT will not provide any warranty for the Marketplace. Where a Third party Product is supplied, any warranty set out in the applicable EULA will apply to that Third Party Product.

## 5. THE CUSTOMER'S RESPONSIBILITIES

- 5.1 The Customer will:
- (a) only access and use Third Party Products via My BT Business Account login and the Customer accepts that access via any other web site or login is at the Customer's own risk;
  - (b) acquire and assign User Subscription Licences ("User SLs") for each Third Party Product purchased and for each User who will have access to the Third Party Product;
  - (c) terminate access to User accounts that are no longer authorised; and
  - (d) indemnify BT, its supplier and Third Party Provider against any claims or legal proceedings that are brought or threatened against BT by a third party as a result of the Customer's use or misuse of the Marketplace, Product, or breach of any EULA.
- 5.2 The Customer may add Users to access the Marketplace and any Third Party Products purchased. BT will advise the Customer of the number of User SLs provided with the Service.

## 6. CHARGES

- 6.1 Charges for the Third Party Products will be as set out on the Marketplace and calculated using the details recorded by BT.
- 6.2 BT may, from time to time, offer any Product free of charge (or as a free trial) for a period of time as detailed on the Marketplace ("Free Period"). The terms governing any Free Period will be as set out on the Marketplace and/or in your confirmation email.
- 6.3 Where the Customer receives a Product under a Free Period, unless the Customer ends the Service for the Product in accordance with clause 12.8 of the Terms (as set out in clause 7 below), applicable Charges for the Product will apply once the Free Period ends.
- 6.4 Where BT has agreed that the Product can be included within a standard BT pricing package or scheme, the Customer agrees that while the Third Party Product is included within the pricing package or scheme the charges specified in the order or the Marketplace for the Third Party Product may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the charges will revert to those specified in the order or the Marketplace.

## 7. AMENDMENTS TO THE TERMS

The following clauses apply in addition to the clauses in the Terms:

### CHANGING THE CONTRACT

- 7.1 Clause 3 of the Terms is replaced as follows:

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A new Clause 3

- 3.1 Unless otherwise stated in the EULA or set out on the Marketplace, BT can change the Terms (including any charges) at any time and will publish any change in line with clause 3.2.
- 3.2 Either
- (a) BT will publish any changes to the Terms online at [www.bt.com](http://www.bt.com) and/or the Marketplace (or any other online address that BT may advise the Customer) as follows:
    - i) for changes that are to the Customer's significant detriment, at least one month before the change is to take effect; and
    - ii) for all other changes at least one day before the change is to take effect; and/or
  - (b) for Third Party Products, the Third Party Provider will publish any changes to the terms as set out in the EULA.
- 3.3 Where the change is to the Customer's significant detriment, the Customer may give BT notice in accordance with Clause 12 to end the Contract within 3 months of the date of notification.

## Liability

- 7.2 To the extent that liability is not already excluded under clause 10.2 of the Terms, BT will have no liability to any Customer for the Third Party Product. For the avoidance of doubt, any liability for the Third Party Product will be with the Third Party Provider under the terms of the EULA.

## Termination and Suspension

- 7.3 The following new clauses apply in addition to Clause 12 of the Terms.

## Consequences of ending the contract

- 12.5 If either party ends the Contract, the Service, part of the Contract or Service for a Product under clause 12 of the Terms:
- (a) the Customer's (and any Users') access to the Product will end;
  - (b) BT or its Third Party Provider may delete information stored on or contained on the Product; and
  - (c) the Customer will pay the termination charges as set out in the relevant EULA, terms and conditions applicable to the relevant Product and/or on the Marketplace by way of compensation, if any Product is ended during any minimum period.
- 12.6 BT recommends that the Customer saves copies of information the Customer wishes to keep on other devices or software not connected with the Third Party Product before the Contract ends. BT may, at its discretion, agree to store the information for a specified period of time, at an additional charge to be notified to the Customer by BT at the time.
- 12.7 If the Contract ends BT will refund any money owed to the Customer after first deducting any money due under this Contract or any other contract that BT has with the Customer.

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### **Termination during a Free Period**

- 12.8 Where the Customer receives a Free Period for any Product (if applicable) in accordance with clause 6.2 of the Service Schedule for My BT Business Account – BT Business Apps, the Customer may end the relevant Service immediately at any time during the Free Period by giving notice to BT via the Marketplace, in which case clause 12.1 of the Terms will not apply.

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### ANNEX

#### END USER LICENCE AGREEMENTS / ADDITIONAL TERMS

The following lists End User Licence Terms/additional terms applicable to the Products:

<b>PRODUCT</b>	<b>LINK TO EULA/ADDITIONAL TERMS</b>
BT Device Protection by Symantec	<a href="http://www2.bt.com/static/i/btetail/panretail/terms/pdfs/BTL_BTbps_BTDvcPrtctnbySymntcSch.pdf">http://www2.bt.com/static/i/btetail/panretail/terms/pdfs/BTL_BTbps_BTDvcPrtctnbySymntcSch.pdf</a>
Microsoft Office 365	<a href="http://www2.bt.com/static/i/btetail/panretail/terms/bt1161.htm">http://www2.bt.com/static/i/btetail/panretail/terms/bt1161.htm</a>
Enhanced IT Support Subscription Service	<a href="http://www2.bt.com/static/i/btetail/panretail/terms/pdfs/bt1130ag.pdf">http://www2.bt.com/static/i/btetail/panretail/terms/pdfs/bt1130ag.pdf</a>
Enhanced IT Support Server Subscription Service	<a href="http://www2.bt.com/static/i/btetail/panretail/terms/pdfs/bt1130ah.pdf">http://www2.bt.com/static/i/btetail/panretail/terms/pdfs/bt1130ah.pdf</a>
Mozy Backup Service	<a href="http://mozy.com/landing/appdirect/tos">http://mozy.com/landing/appdirect/tos</a>