

Terms of Use for My BT Business Account

1. SERVICE DESCRIPTION

1.1 Customers who register for My BT Business Account in accordance with the registration process set out on the Access Platforms will have access to additional features, facilities, services and other Sites (as determined by BT from time to time).

1.2 Once registered, the Customer, using the App and/or the Site, will be able to:

(a) access the Account in order to manage Data on behalf of the Customer;

(b) access My Bill and Analytics - This includes billing information and software tools which are available online and may be used by the Customer to analyse or download Data (further details are as set out in the Service Schedule for My Bill and Analytics);

(c) from the Site only, access the Marketplace, where Customers can purchase and manage selected Products (further details are as set out in the Service Schedule for My BT Business Account – BT Business Apps); and

(d) access and manage other BT Products as selected by BT from time to time.

2. TERMS AND ACCEPTANCE

2.1 By applying for User access to the Site, the Customer agrees to be bound by the Terms.

2.2 By applying for User access to the App, the Customer agrees to be bound by the App End User Licence Agreement and (where applicable) the Terms.

2.3 The Contract is between the Customer and BT whether or not Users complete the registration process and are requested to accept terms and conditions as part of that registration process.

2.4 Where the Access Platforms provide access to selected Products, any terms and conditions

for those services also apply and take precedence in the event of any conflict with the Terms.

2.5 The Customer also agrees to accept and comply with any BT software licences or End User Licence Agreements or terms of use that are provided with or as part of the Service and are available at the link set out in the applicable Order or an Annex, including the App End User Licence Agreement.

3. CHANGING THE CONTRACT

3.1 Unless otherwise stated in a Service Schedule, BT can change the Contract (including any Charges) at any time and will publish any change in line with clause 3.2.

3.2 Unless otherwise stated in a Service Schedule, BT will publish any changes to the Contract online at www.bt.com/terms (or any other online address that BT may advise the Customer) as follows:

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

(b) for all other changes at least one day before the change is to take effect.

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.

4. REGISTRATION AND USER ACCESS

4.1 The User will be required to complete the applicable registration process on the Access Platforms and will need to supply Billing Information for each Account they are registering for User access.

4.2 In order to register for User access, to the Access Platforms, the User will need Billing Information.

4.3 BT will only accept registration from Users who have that Billing Information available to them.

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- 4.4 The Customer agrees to its Data being accessible on the Access Platforms.
- 5. ACCESS TO THE ACCESS PLATFORMS**
- 5.1 Following successful registration the Customer will be able to access the App and selected online Sites and the services as set out in clause 1.2.
- 6. CUSTOMER RESPONSIBILITIES**
- 6.1 The Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Access Platforms.
- 6.2 The Customer is responsible for maintaining a valid Email Address and for notifying BT of any changes to its contact details.
- Removal of User Access**
- 6.3 The Customer is responsible for notifying BT, as set out in the Service Schedule for the applicable service or the App End User Licence Agreement, if the Customer requires a User access to be withdrawn from the Access Platforms or service.
- 6.4 BT will arrange for access to be removed as soon it reasonably can.
- 7. SERVICE LEVELS**
- 7.1 BT or its supplier does not guarantee that the Access Platforms will be available at all times or will be fault free. BT will try to provide uninterrupted access to the Site, but from time to time faults may occur.
- 7.2 BT or its supplier will not warrant that Software supplied will be free of faults or that its use will be uninterrupted, but BT, its supplier or, where necessary, the relevant Third Party Provider will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.
- 8. CHARGES**
- 8.1 There are no additional Charges for access and use of the Access Platforms but the Customer may be required to pay charges to the Customer's internet service provider to connect to bt.com or download and use the App. Where no Charges are payable to BT by the Customer under the Contract, BT will provide the Access Platforms in consideration of the Customer's performance of its obligations under the Contract.
- 8.2 Charges for Products that may be ordered from Sites that the Customer may access following registration will be set out in the applicable terms and conditions for the Product (including the BT Price List), the Marketplace or in the Service Schedule.
- 8.3 The Customer will be responsible for and will pay the Charges whether the Service is used by the Customer or someone else.
- 8.4 Unless clause 8.5 applies, BT will send the bills to the address notified by the Customer to BT.
- 8.5 Where the Service is provided:
- (a) on the basis that bills will only be available online; or
 - (b) the Customer has opted for online billing where it is available; and
 - (c) the Customer has not opted for its Charges under the Contract to be included in its BT One Bill,
- BT will notify the Customer via the e-mail address provided by the Customer to BT at the time of applying for the Service that bills are available to view on-line. The Customer will continually maintain the e-mail address as this will be the only means by which BT will inform the Customer that a bill is available to view. No paper copies of bills will be provided.
- 8.6 BT will hold bills online for a maximum of 15 months. If the Customer wishes to keep a record of bills for business use (VAT or other reasons) the bills may be printed or saved from the Customer's internet browser.
- 8.7 The Customer will be liable for from the Service Start Date, unless otherwise stated, in the Order or Service Schedule.

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- 8.8 Unless otherwise stated in the applicable Order or Service Schedule, BT will send its first bill shortly after providing the Service, and then at regular intervals, usually every three months. Sometimes BT may send the Customer a bill at a different time
- 8.9 Unless otherwise stated in the applicable Order or Service Schedule, the Customer will pay:
- (a) in advance for subscription, rental, and other recurring Charges (including inclusive usage Charges);
 - (b) in arrears for usage (excluding inclusive usage Charges), connection and any other non-recurring Charges. Where possible the Charges will appear on the Customer's next bill but sometimes there may be a delay; and
 - (c) for any usage incurred over any agreed allowance as set out in the Order or Service Schedule.
- 8.10 All Charges are exclusive of VAT which is chargeable at the applicable rate, unless otherwise provided in the applicable Order or Service Schedule. Early termination Charges and cancellation Charges will not be subject to VAT.
- 8.11 If payment of any Charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to BT under the Contract such withholding tax amounts will be borne and paid for by the Customer in addition to the sums due to BT. The Customer will provide BT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Customer.
- 8.12 As part of its credit management procedures, BT may, if BT chooses to:
- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by BT; or
 - (b) carry out a credit vet of the Customer. The Customer will provide BT with any information BT may reasonably require for this.
- 8.13 Payment will be due on the date specified on the bill, unless otherwise stated in the Service Schedule.
- 8.14 The Customer will pay all Charges by direct debit, unless otherwise advised by BT. The Customer will advise BT promptly of any changes to its bank details that may affect payment of the Charges.
- 8.15 Payments made other than by direct debit or monthly payment plan will be collected by BT Payment Services Limited (a wholly owned subsidiary of BT) unless otherwise advised by BT. BT Payment Services Limited will levy a payment processing fee, as detailed in Section 15 Part 12 of the BT Price List. This fee will be deducted from any money received before any payment is allocated against the Charges for the Service.
- Disputed Bills**
- 8.16 If the Customer disputes any charge on a bill the Customer will notify BT in writing within 6 months of the date of the bill with all relevant information. Where the disputed amount is:
- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
 - (b) more than 5% of the total bill, the Customer will pay the amount not in dispute.
- Any disputes will be resolved promptly and the resolved amount if any is payable immediately.
- Late Payment**
- 8.17 If payment is not received by the due date, BT may charge the Customer:
- (a) any late payment charge as referred to in the applicable Order, Service Schedule or the BT Price List; or
 - (b) daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the

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European Central Bank, compounded daily, for the period beginning on the date on which payment is due and ending on the date on which payment is made.

8.18 BT may, if BT chooses to, instruct a debt collection agency to collect payment of any unpaid bill(s) (including any interest or late payment Charges) on its behalf. If BT instructs an agency, the Customer will pay BT an additional sum. This will not exceed the reasonable costs BT will pay to the agency, who will add the sum to the Customer's outstanding debt on BT's behalf.

8.19 If any sum owed by the Customer to BT under the Contract or any contract with BT is not paid by the due date, BT may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with BT.

Fraud Prevention

8.20 BT may check the Customer's details with a fraud prevention agency. If the Customer provides information that BT reasonably believes to be false or incorrect and BT suspects fraud, BT may, if BT chooses to, record this information with a fraud prevention agency. BT and other organisations may use and search this information.

9. REGULATIONS AND USE OF THE SITE

9.1 Any equipment used by the Customer to access, view or use the Site must be technically compatible and not harm BT's network or another customer's equipment.

9.2 The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Site, or any part of it.

Proper use

9.3 The Site must not be used:

- (a) in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights or BT's Acceptable Use Policy;

- (b) fraudulently or in connection with a criminal offence or in any way that is unlawful and the Customer will make sure that this does not happen;

- (c) in any way BT considers is or is likely to be detrimental to the provision of the Site;

- (d) to disseminate, upload or download any nuisance, abusive, offensive, indecent, obscene, menacing, unlawful, libelous, defamatory or otherwise objectionable material;

- (e) to transmit material that encourages a criminal offence to be committed;

- (f) fraudulently or in connection with a criminal offence under the laws of any country where the Site may be accessed;

- (g) to gain unauthorised access to other computing systems, services, data, account or network by any means;

- (h) to cause annoyance, inconvenience or needless anxiety;

- (i) to send or provide or receive unsolicited advertising or promotional material;

- (j) in contravention of any instructions that BT, its supplier or Third Party Provider has given under the Contract or any other contract that BT has with the Customer;

- (k) other than in accordance with the acceptable use policies of any connected networks and the Internet Standards; or

- (l) remove, modify or tamper with any regulatory or legal notice or link that is incorporated into the service.

9.4 The Customer will only access the Site as permitted by BT, its supplier or Third Party Provider and will not attempt at any time to circumvent system security or any technical limitations relating to use of the Software or to access the source software or compiled code.

9.5 The Customer will not:

- (a) reverse engineer or disassemble any Software or Site;

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- (b) create derivative works of the Software or Site;
- (c) unless expressly permitted under this Contract, rent, lease, lend, resell, or host to or for third parties any Software or Site;
- (d) separate and use the components of the Software or Site on two or more computers, upgrade or downgrade components at different times, or transfer components separately;
- (e) create or use a User profile that infringes the rights of any person in a corresponding trademark or trade name or that in our reasonable opinion is offensive, abusive, defamatory or obscene or detrimental to BT or BT's reputation; or
- (f) except as permitted by applicable law or as expressly permitted under the Contract, without BT's written consent, copy manuals or documentation or permit anyone else to do so.

9.6 BT can suspend or cancel the Customer's registration or suspend service, both without notice, if it reasonably believes that the Customer has breached any of the obligations under clauses 9.3 to 9.5.

9.7 The Customer will be responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any User to perform or observe the terms and conditions of this Contract, including any instructions issued under this contract and any App End User Licence Agreement.

Security

9.8 The Customer is responsible for the proper use of User Security Details and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons. If the Customer forgets or loses the User Security Details, the Customer will contact BT and satisfy such security checks as BT may operate.

9.9 If the Customer believes that any User Security Details are or are likely to be used in an unauthorised way, the Customer must inform

BT immediately. The Customer will not change or attempt to change a User name without BT's prior agreement.

9.10 BT does not guarantee the security of the Access Platforms against unauthorised or unlawful access or use. If BT believes there is or is likely to be a breach of security or misuse of the Access Platforms, BT may:

- (a) change or suspend the User Security Details and access to the Access Platforms (and notify the Customer that it has done this); or
- (b) require the Customer to change the User Security Details.

Use of Other Web Sites and Services

9.11 The Customer may need to use certain authorised third party web sites and services to access and use Products. The terms of use that come with those sites, applications, and services apply to the Customer's use of them. Access to authorised third party web sites or any other third party web site is at the Customer's own risk.

Resale

9.12 The service and any associated Software is provided solely for the Customer and the Customer will not resell or attempt to resell the service (or any part or facility of it) to anyone else.

Internet Access

9.13 The use of the internet is at the Customer's own risk.

Virus Protection

9.14 The Customer will take all reasonable steps to ensure that any software used with or in connection with the Site is not infected by viruses. BT will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any Software used in connection with the Service is not infected by viruses.

Content

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9.15 The Customer's use of any Content is at the Customer's own risk and the Customer acknowledges that:

- (a) Content may change from time to time;
- (b) Content can only be used for the Customer's own purposes and is protected by copyright, trademark, and other Intellectual Property Rights. The Customer must not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (c) BT does not guarantee the accuracy or completeness of the Content; and
- (d) some of the Content will have its own terms and conditions. These may be displayed online or elsewhere. If the Customer accesses this Content the Customer must keep to these terms and conditions.

Changes to the Site

9.16 Occasionally, for commercial or other reasons, including the provision of service enhancements or software upgrades, BT may at any time:

- (a) change any codes, numbers or URLs given to the Customer, provided that if BT deems it appropriate, BT will notify the Customer within a reasonable time before the event;
- (b) change, without notice, the performance or functionality of the Site including all information, materials and Content, or the way BT provides the Site; or
- (c) without notice, interrupt or suspend access to the Site. If this happens BT will restore access as quickly as possible.

For the purposes of clause 9.16(a) above, BT may give notice by publication of the changes on the Site.

Indemnity

9.17 The Customer will indemnify BT, its suppliers (including licensors), Third Party Providers and

any affected third party 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 Site, Software or breach of the Contract, Service Schedule, any BT software licence, any End User Licence Agreement or any App End User Licence Agreement.

Monitoring and recording calls

9.18 BT may monitor and record its communications with the Customer, including e-mails and phone conversations. Information collected by BT may, if BT Chooses to, be used for training purposes, quality assurance, to record details about the access and use of the Access Platforms, and in order to meet BT's legal and regulatory obligations generally. BT also records all calls to 999 or 112 services.

10. LIMITATION OF LIABILITY

10.1 BT or its supplier does not exclude or restrict in any way its liability for death or personal injury caused by its negligence or to any extent not permitted by law.

10.2 BT or its supplier will not be liable (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence)) and whether or not BT or its supplier was advised in advance of the possibility of such loss or damage, for:

- (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of them: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
- (b) any indirect or consequential loss or damage whatsoever.

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- 10.3 Unless otherwise stated in the Service Schedule, subject to clauses 10.1 and 10.2, BT's and its supplier's liability is limited to £1,000.00 for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months.
- 10.4 Nothing in the Contract applies to BT's liability in respect of BT Products sold under the terms and conditions for those BT Products.
- 11. INTELLECTUAL PROPERTY**
- 11.1 All Intellectual Property Rights whether pre-existing or created by the Customer or BT will remain the absolute property of that party or its licensors.
- 11.2 BT will grant the Customer a, non-transferable and non-exclusive licence to use software available to the Customer on the Site in object code form solely as necessary to access and use the Site.
- 11.3 If software licensed by third parties who require the Customer to accept their conditions of use is available to the Customer, the Customer must keep to those conditions.
- 11.4 Except as permitted by applicable law or as expressly permitted under the Contract the Customer agrees not to copy, de-compile or modify any Software, or knowingly permit anyone else to do so.
- 12. SUSPENSION AND TERMINATION**
- 12.1 Unless otherwise stated in the Service Schedule, the Service may be ended by either party on 28 days' notice by either party giving written notice to the other.
- 12.2 BT may, if BT chooses to and without notice:
- (a) suspend the Customer's access to or use of the Site or any part of the Site or end the Contract or any other contract that the Customer has with BT, if:
 - i) BT believes the Customer is or may be in breach of the Contract or any other contract with BT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time
 - ii) the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law; or
 - iii) its supplier ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law;
 - (b) terminate a User access if the User has not accessed the Site for over 24 months; and
 - (c) terminate User accesses to an Account if contracts for all products or services in the Account are terminated.
- 12.3 In addition to the right the Customer has to end the Contract as set out in clause 12.1, the Customer may end the Contract if:

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- (a) BT materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
- (b) BT ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

12.4 The Customer will continue to pay the Charges during any period of suspension.

13. GENERAL CONDITIONS

Matters Beyond Reasonable Control

13.1 If BT is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom BT is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the Contract.

Escalation and Dispute Resolution

13.2 (a) BT will try to work through any complaint or dispute that the Customer may have with BT. If this

does not resolve the matter then the Customer may refer it:

- (i) where appropriate, in accordance with the details set out in BT's Customer Complaints Code located at www.bt.com/complaintscod, copies of which are available on request; and
- (ii) otherwise, as set out in clause 13.2(b) below.

(b) Any dispute must be raised in writing with the Customer's or BT's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:

- (i) a dispute which has not been resolved by the Customer's or BT's representative within 14 days of being raised may be referred by the Customer or BT to the first level by written notice to the other; and
- (ii) if the dispute is not resolved at the first level within 14 days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.

The Customer's and BT's representatives at the first and second levels are as notified by the Customer and BT to the other from time to time.

(c) If the dispute is not resolved after the procedures detailed in clause 13.2(b) have been followed then the parties agree to consider resolving the dispute by an Alternative Dispute Resolution (ADR) mechanism, including but not limited to:

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- (i) early neutral evaluation in accordance with the IDRS (Dispute Resolution Services) Model Early Neutral Evaluation Procedure; or
 - (ii) expert non-binding determination in accordance with the IDRS Cost-Controlled Expert Determination Procedure; or
 - (iii) mediation in accordance with the IDRS Cost-Controlled Mediation Procedure.
- (d) Any ADR will be conducted in London and in the English language.
- (e) Nothing in this clause 13.2 will prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the Contract.

Transfer of Rights and Obligations

- 13.3 The Customer and BT may not transfer any of their rights or obligations under the Contract without the written consent of the other, except that BT may transfer its rights or obligations or both to a Group Company without consent.

Severability

- 13.4 If any term is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had not included the invalid, illegal or unenforceable term.

Entire Agreement

- 13.5 (a) The Contract and any terms associated with any registration process or service contain the entire agreement between the Customer and BT and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral

contracts of any nature made by the Customer and BT, whether written or oral relating to its subject matter.

- (b) The Customer agrees that the Customer has not relied upon and has no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the Contract or not) in relation to the subject matter of the Contract, except for those expressly set out in the Contract.

- (c) Nothing in this clause 13.5 excludes or restricts the liability of either the Customer or BT to the other for fraudulent misrepresentation or fraudulent concealment.

Waiver

- 13.6 A failure or delay by BT to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If BT waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

Rights of Third Parties

- 13.7 The Contract does not create any right enforceable by any party who is not the Customer or BT (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

Notices

- 13.8 Unless otherwise stated in the Contract, notices must be in writing and delivered by hand, email or first class post to the following addresses:
- (a) to BT at the address shown on the bill or any address which BT provides to the Customer for this purpose; or
 - (b) to the Customer at any one or more of the following: the address to which the Customer asks BT to send bills or

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the Email Address or the Customer's primary email address or if the Customer is a limited company, its registered office.

This clause does not apply to notices given under clause 3.1.

13.9 A notice will be duly served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by first-class post, three (3) Working Days after the date of posting; and
- (c) if sent by e-mail, at the time of successful transmission.

13.10 The Customer will inform BT immediately if there is any change to any of the contact information the Customer provided to BT.

Law and Jurisdiction

13.11 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

Data Protection

13.12 The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with viewing, accessing or using the Site.

13.13 The Customer and BT will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with clause 13.12.

13.14 The Customer's personal data processed in accordance with the Service is also subject to the BT Privacy Policy, which forms part of these Terms of Use, and which is accessible at <http://www.bt.com/privacypolicy>.

13.15 In relation to Third Party Products the Customer may be able to submit Customer Data for use in connection with the Third Party Products.

13.16 Except for rights granted by the Customer for use of the Service, and software or services licensed to the Customer by BT or its supplier (including licensors) or Third Party Providers, neither BT nor its supplier (including licensors) and Third Party Providers claim ownership of Customer Data submitted for use with the Service.

13.17 By submitting Customer Data for use with a Service that enables communication or collaboration with third parties. The Customer acknowledges that those third parties may then be able to:

- (a) use, copy, distribute, display, publish, and modify the Customer Data;
- (b) publish the Customer's name in connection with the Customer Data; and
- (c) grant these permissions to other persons.

Customer's Instructions

13.18 BT may, if BT chooses to, take instructions from a party whom it thinks, with good reason, is acting with the Customer's permission.

14. DEFINITIONS

The following terms have the meanings shown next to them:

Access Platforms means the Site or the App.

Account means Charges (which may or may not be consolidated for billing purposes) for Products and services provided to the Customer.

Annex means an annex to a Schedule.

App means the BT Business App through which the Customer may access and administer their My BT Business Account.

App End User Licence Agreement means the end user licence agreement that applies to the Customer's or User's use of the App and that you will accept before downloading the App from the relevant appstore. A copy of the App End User Licence Agreement can be found at www.bt.com/terms.

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Billing Information means details from the latest Customer bill (or recent bills).

BT means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ, registered in England No. 1800000.

BT Acceptable Use Policy means the applicable policy found at www.bt.com/acceptableuse that sets out the rules with which the Customer and its Users are required to comply in relation to receipt and use of the Service.

BT Price List means the document containing a list of charges and terms for BT Products that can be accessed at <http://www.bt.com/pricing> (or any other on-line address that BT may advise to the Customer).

BT Product(s) means any product and any related software that's described in a Service Schedule or applicable Order that is subject to a separate contract.

Charges mean the fees payable by the Customer for a Service as set out in the Service Schedule or applicable Order.

Confidential Information means all confidential information disclosed by a Party or its employees, agents, Group Companies, officers or advisers to the other Party under or in connection with the Contract including:

- (a) the Contract;
- (b) all technical or commercial know-how, pricing, specifications, inventions, processes or initiatives that are of a confidential nature; and
- (c) any information that would be regarded as confidential by a reasonable business person and relating to the business, affairs, customers, clients, suppliers, plans or strategy of the disclosing Party or its Group Companies; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or its Group Companies;

but excluding any information that:

- (i) is or becomes available to the public other than as a

result of a breach of the Contract;

- (ii) was available to a Party on a non-confidential basis prior to disclosure by the disclosing Party;

- (iii) the Parties agree in writing is not Confidential Information; or

- (iv) was developed by or for the receiving Party independently of the information disclosed by the disclosing Party.

Content means applications, data, information, video, graphics, sound, music, photographs, software or any other material.

Contract means this agreement between BT and the Customer comprising the following documents and, unless otherwise stated in the Service Schedule, in the following order of precedence:

the Order/registration form;
the App End User Licence Agreement;
the Service Schedule;
the Terms of Use,
and any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

Customer means the party with whom BT has contracted for the products and services in the Account and includes a User where the context requires.

Customer Data means all data, including all text, sound or image files and software that are provided to BT or, suppliers (including licensors) or Third Party Providers by or on behalf of the Customer through the Customer's use of the service.

Data means information about the Customer's historic, current and unbilled Charges.

Email Address means the e-mail address registered by the User to which invoice notifications will be sent.

End User Licence Agreement or EULA means any licence agreement for the software or

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Third Party Product to be entered into between the Customer and BT's supplier or Third Party Provider available at the link set out in the applicable Order or an Annex.

Group Company means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38 of the Companies Act 2006.

Intellectual Property Right(s) means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in Confidential Information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

Marketplace has the meaning set out in the Service Schedule for My BT Business Account – BT Business Apps which can be found at www.bt.com/terms under the sub heading "BT Business Apps".

Order means an order given by the Customer and accepted by BT under the Contract for one or more Services.

Products means collectively BT Products and Third Party Products.

Service means the service or, where appropriate, part of the service described in the Service Schedule.

Service Schedules means the Schedules to this Contract that describe the Service to be provided by BT.

Site means the Customer's My BT Business Account pages on the bt.com web site, and any other site that is accessed by the My BT Business Account sign in (including but not limited to the Marketplace).

Software means any software, other than any open source software, and associated written and electronic documentation provided by BT, its supplier or Third Party Provider to the Customer, together with any embedded software.

Third Party Product(s) means selected products, services or software as a service

provided by a Third Party Provider that BT makes available to BT customers via its Site.

Third Party Provider means the supplier of a Third Party Product made available via the Service.

Terms means these Terms of Use including any Service Schedule.

User means anyone who is permitted by the Customer to use or access the Access Platforms.

User Security Details means any IDs, user names, personal identification numbers and passwords used to access the Access Platforms.