



Terms and Conditions for ex BT Directories Limited Services (including the brands Customer Street and UFindUs)

If there is anything You would like clarified please call our Support Team on 0800 800 891 .

KEY SERVICE TERMS

Your service will be provided on a monthly basis. You can end the Agreement at any time by giving Us at least 28 days notice in writing.

We cannot be held responsible for any errors, delays or omissions during the domain registration (or failure of registration) or during the period that the client holds the domain name. By registering the Domain Name on Your behalf We do not investigate whether You are entitled to register or have any rights to the Domain Name.

We are not the authorising body for Your use of the Domain Name in the course of Your business and therefore accept no liability current or future for any legal challenges made against You for the use of the Domain Name.

All prices are plus VAT at the standard rate.

All services are subject to availability, Our acceptable use policy and may be withdrawn at any time.

CONDITIONS

These terms and conditions apply to the agreement between Us and You and are about Our provision of the Service to You.

1. Definitions

"Agreement" means the agreement between You and Us comprising the following documents and, in the following order of precedence:

Important Changes About Your Website notice
the Service Schedule
these Conditions

any other documents expressly incorporated by any of these documents or by agreement between You and Us.

"Charges" means the monthly fee and any one-off payments due to Us by You for use of the Services.

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.

Minimum Period means the intended minimum period over which the Service will be provided as stated in the Service Schedule, or the order/registration form, and measured from the Service Start Date.

"Service" means the service or part of the service specified in the Service Schedule.

"Service Schedule" means the schedule to these Terms and Conditions that describes the Service We will provide

"Service Start Date" means the date on which the Service is first made available to You unless otherwise stated in the Service Schedule. This may sometimes also be referred to as the Operational Service Date.

"User Security Details" means any IDs, user names, personal identification numbers and passwords.

"Us" and "We" and "Our" means British Telecommunications plc, incorporated in England with company number 1800000 registered at 81 Newgate Street, London, EC1A 7AJ

"You" and "Your" means the company or other person wishing to buy Services.

"Working Day" any day between Monday and Friday, excluding bank and public holidays.

Terms and Conditions

Before using the Service You should read these terms and conditions and any additional terms provided to You carefully. By using the Service You agree to be bound by these terms and conditions, whether or not You are a registered user of the Service. Where We agree to provide any more products or services these may be provided by Us or by a third party. We will tell You if any additional products or services (whether provided by Us or by a third party) attract separate charges or have more or different terms and Conditions.

You confirm that in relation to any Agreement You are acting in a business capacity and are not and will not "deal as a consumer" for the purposes of section 12 of the Unfair Contract Terms Act 1977. If You believe that You may be acting as a consumer and not for the purposes of a business You should contact Us on 0800 800 891 .

2. Commencement



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2.1	The Agreement begins on the date We communicate our acceptance of Your order for the Service(s) and continues until end by either of Us in accordance with the Agreement.		
2.2	The Service will commence on the Service Start Date.		for the content of Your website including without limitation any images that You display on Your website. It is Your responsibility to ensure that the content of Your website does not breach the Intellectual Property Rights of any third party and that You have permission to use all the content. We accept no liability for the content of Your website.
3. Operational Changes			
3.1	Occasionally, for operational reasons including the provision of service enhancements and/or software upgrades, We may:	4.6	We reserve the right to suspend the whole or any part of the Service in relation to Your website and to end the Agreement if We deem the content of Your website to be unsuitable.
	(i) change any codes or numbers given to the Customer, the performance or functionality of the Service, or the way We provide the Service, provided that any change to the Service or the way We provide the Service will not affect the performance or functionality of the Service to Your significant detriment; or		
	(ii) interrupt or suspend the Service. If this happens We will restore the Service as quickly as possible.		
4. Customer Obligations			
4.1	You appoint Us to act on Your behalf for the provision of the Service.		
4.2	In using the Service You shall keep to all laws applicable to this use.		
4.3	You must not use the Service:		
	(i) in any way that is unlawful or in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights or our Advertising Policies located at www.bt.com/business/yourwebsite or		
	(ii) in any way We consider is or is likely to be detrimental to the provision of the Service to You or to any of our other customers.		
4.4	We reserve the right to remove material from Your website or the Service that We find offensive or believe that other may find offensive.		
4.5	You are responsible for providing all information that You want to be put on Your website. You have full responsibility		
			Security
		4.7	You will be responsible for the proper use of User Security Details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.
		4.8	If You believe that any User Security Details are or are likely to be used in an unauthorised way, You will inform Us immediately. You will not change or attempt to change a user-name without Our prior agreement.
		4.9	We will not guarantee the security of the Service against unauthorised or unlawful access or use. If We believe there will be or is likely to be a breach of security or misuse of the Service We may:
			(i) change and/or suspend the User Security Details (and notify You that We have done this); or
			(ii) require You to change the User Security Details.
5. Our Service Obligations			
Scope			
		5.1	The scope of the Service to be provided to You is as set out in the Service Schedule .
		5.2	We warrant that We will make reasonable attempts to make sure that the service is provided as described in the Service Schedule but because the Service is provided by means of computer and telecommunication systems We make no warranties or representations that the Service will be uninterrupted or error free.
		5.3	You confirm and accept that no software including without limitation software



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supplied as part of or used to provide the Service is virus, interruption or error free and if any errors, interruption or viruses (save as expressly set forth in the Agreement) all conditions and warranties, express or implied, by law or otherwise, (including but not limited to any conditions or warranties as to satisfactory quality or concerning the fitness of the Services or any part of that for a particular purpose) are excluded to the fullest extent permitted by law. No oral advice or written information given by Us, our employees, agents, licensors or the like shall create a warranty nor shall You rely on any such information or advice.	6.2	Neither party excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
	6.3	Subject to Clauses 6.2 and 6.4 both Your and Our liability to each other under or in connection with the Agreement for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months will be limited to £10,000.
Data Back Up	6.4	Neither You or Us will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, except to the extent specified in any Schedules for:
5.4 Whilst We shall use reasonable efforts to make sure that backup copies of Your website and all data contained in Your website are made at reasonable intervals, You shall be solely responsible for the backup of the data and We shall not be liable for any damages, loss, costs or other expenses arising out of or for any loss of data by You which are due to the failure of You or Us to back up the data.	(a)	any of the following types of loss howsoever arising under or in connection with the Agreement or any part of it: 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
Suspension of Service	(b)	any indirect or consequential loss or damage whatsoever.
5.5 We may stop the Service without liability on our part, and with as much prior notice to You as reasonably possible (except in the case of paragraph (a) or paragraph (c) below in which case We may do so without prior notice):	6.5	Nothing in this Clause 6 or in the Agreement excludes or limits Your liability to pay (without set off) the charges.
(a) if necessary for operational reasons or for the purposes of carrying out work at our premises or maintaining or upgrading the Service or our system; or	6.6	Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause will continue to apply.
(b) if obliged to comply with an order, instruction, or request of an emergency service organisation or a governmental or other competent authority; or	7. Payment	
(c) if You owe any payments to Us.	7.1.	In consideration of our provision of the service You shall pay to Us the Charges as follows:
6. Limitation of liability		
6.1 You will indemnify Us against any claims or legal proceedings that are brought or threatened against Us by third parties because the Service is or has been used in breach of clause 4. We will let You know about any such claims or proceedings and keep You informed as to the progress if such claims or proceedings.		



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- (i) the monthly Charge (as written in the Important Changes About Your Website notice) monthly in advance, and
- (ii) in arrears for any other payments due to Us for provision of the Service as given by Us.
- 7.2 If any invoice for the Service is unpaid We reserve the right to immediately suspend or cancel the Service (including any domain name registration). Suspension of Service will not remove Your liability to pay any Charges that are due and payable on Your account at the date of termination. We If You do not pay any Charges within thirty (30) days of the invoice date We reserve the right to change the ownership of Your domain name into our name without further notice to You. If the domain name is cancelled for non-payment then it will become available to others for registration. If the domain name reverts to Us then You may negotiate directly with Us to regain the domain however We have no obligation to give the domain to You.
- 7.3 All charges are exclusive of VAT which is chargeable at the applicable rate. Early termination charges and cancellation charges will not be subject to VAT.
- 7.4 You must pay all charges by direct debit. You must advise Us promptly of any changes to Your bank details that may affect payment of the Charges.
- 7.5 We reserve the right to alter Charges, particularly for domain name register costs. We will let You know in advance about increases in Charges.
- Disputed Bills**
- 7.6 If You dispute any charge on a bill You must notify Us in writing within 14 days of the date of the bill with all relevant information. Where the disputed amount is:
- (i) less than 5% of the total bill, You will pay the full amount of the bill; or
- (ii) more than 5% of the total bill, You must pay the amount not in dispute.
- Any disputes will be resolved promptly and the resolved amount if any is payable immediately.
- Late Payment**
- 7.7 If We do not receive payment by the due date, We may charge You daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 7.8 If You do not pay a bill, We may instruct a debt collection agency to collect payment (including any interest) on our behalf. If We instruct an agency, You must pay Us an additional sum. This will not exceed the reasonable costs We have to pay the agency, who will add the sum to Your outstanding debt on our behalf.
- Fraud Prevention**
- 7.9 We may check Your details with a fraud prevention agency. If You provide information that We reasonably believe to be false or incorrect and We suspect fraud, We may record this information with a fraud prevention agency. Along with other organisations We may use and search this information.
- 8. Term**
- 8.1 The Agreement came into effective on the date We accepted your order and shall continue until terminated in accordance with this clause 8. You may cancel the Contract or the Service at any time before We provide the Service. You will pay Us, by way of compensation, the cancellation charge specified in the Service Schedule.
- 8.2 We shall have the right to end the Agreement by notice in writing to You if any of the following events occur:
- 8.2.1 You fail to make any payment when it becomes due to Us, or
- 8.2.2 The bandwidth used for traffic to and from the web site is exceeded beyond use considered acceptable by Us and is deemed by Us to affect the performance of other client websites.
- 8.2.3 You break any of Your obligations under the Agreement.



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- 8.3 The Agreement or the Service may be ended by either party on 28 days written notice to the other.
- 8.4 If You end the Agreement You must pay Us the charges until the end of the termination notice.
- 8.5 Either party may end the Agreement or the Service provided under it immediately by notice to the other if:
- 8.5.1 The other party commits a material breach of the Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so or
- 8.5.2 The other party commits a material breach of the Agreement which cannot be remedied under any circumstances or
- 8.5.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court makes an order to that effect or
- 8.5.4 The other party ceases to carry on its business or substantially the whole of its business or
- 8.5.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 8.6 Any rights to end the Agreement shall be without prejudice to any other accrued rights.
- 8.7 On termination of the Agreement for any reason: We shall have the right immediately to:
- (a) remove any apparatus belonging to Us from Your premises;
- (b) Demand in full all amounts owing for the Service whether or not then due and You shall have no right to withhold or set off such amounts;
- (c) and We may delete all e-mail, websites, and other data stored on the Service by You and re-use the e-mail addresses, domain names and web-spaces not held by You. We shall not exercise this right for six (6) weeks in the case of termination by Us other than for breach by You and in such circumstances shall transfer any domain names held by You to another ISP subject to Your payment of the relevant prevailing domain name transfer charge rate.
- 8.8 Upon the termination of the Agreement for any reason whatsoever:
- (a) You shall promptly return to Us all copies of any software relating to the Service in Your possession;
- (b) and We may cease to host Your website with immediate effect;
- (c) and each party shall on request promptly return any documents or papers relating to the business of the other party (including any of the other party's confidential information) which it then has in its possession or control.
- Refunds**
- 8.9 If the Agreement ends We will refund any money owed to You after first deducting any money due to Us under this Agreement or any other contract that We have with You.
- Consequences of ending the Agreement**
- 8.10 If You or We end the Agreement, the Service or part of the Agreement or Service, during the Minimum Period You will pay Us the termination charges set out in the Service Schedule by way of compensation. This Clause will not apply if:
- (a) You end the Contract or Service during the Minimum Period because We fail to put right a material breach of this Agreement as set out under Clause 8.5.1; or
- (b) You give notice to end the Agreement in accordance with Clause 8.3 because We have notified You as set out in Clause 9.2 of an increase to the charges or changes to the Agreement in



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	either case to Your significant detriment; or	10.2	You warrant that You are the owner of, or are licensed by the owner to use, all Intellectual Property Rights in any content You may give Us.
	(c) We end the Agreement or the Service during the Minimum Period for convenience; or	10.3	All Intellectual Property Rights whether pre-existing or created by You or Us during or arising from the performance of the Agreement will remain the absolute property of that party or its licensors.
(d)	the Agreement ends because Clause 11.3 applies.		
9.	Changing the Agreement		
9.1	We may change the Agreement (including the charges) at any time and will publish any change in line with Clause 9.2.	Confidentiality	
9.2	Unless otherwise stated in the Service Schedule, We will publish any changes to the Agreement (including the charges) online at www.bt.com/business/yourwebsite (or any other online address that We may advise You) or, at Our discretion, notify You in writing (including by email), as follows: (a) for changes that are to Your 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.	10.4	Subject to clause 10.5 each party agrees to keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Agreement. Each party will not, without the consent of the other, disclose such information to any person other than: (i) their employees or employees of their Group Companies; or (ii) their professional advisers; or (iii) in our case, employees of their subcontractors Us who have a need to know such confidential information and to the extent necessary for performance of the Agreement or use of the Service.
9.3	Where the change is to Your significant detriment You may give Us notice in accordance with Clause 8 to end the Agreement: (a) within one month of the date of notification where We have notified You in writing of the change; or (b) within 3 months of the date of notification where We have notified changes online at www.bt.com/business/yourwebsite (or any other online address that We may advise You) and have not notified You in writing.	10.5	Information will not be treated as confidential if it is: (i) in the public domain other than in breach of the Agreement; or (ii) lawfully in the possession of a party without confidentiality restriction before disclosure under the Agreement ; or (iii) obtained from a third person who has a lawful right to disclose it; or (iv) replicated independently by someone without access or knowledge of the Information.
10. Intellectual Property and Confidentiality	Domain Name Registrations	10.6	If either party receives a demand from a lawful authority, regulatory authority or court to disclose any confidential information provided to it by the other, it may comply with such demand if it has: (a) satisfied itself that the demand is lawful;
10.1	Except as expressly set out in the Agreement, neither party acquires any rights or licences to the other's Intellectual Property Rights.		



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<p>(b) given the other party the maximum written notice permissible under the demand in which to make representations; and</p> <p>(c) marked the required information as the confidential information of the other party.</p>	<p>11.3 If any of the events detailed in clauses 11.2(i) or 11.2(ii) continue for more than three months either party may terminate the Agreement in whole or part by written notice to the other.</p>
	<p>Escalation and Dispute Resolution</p>
<p>10.7 Where the Freedom of Information Act 2000 applies to You and You receive a request under the Act that includes any information held by You that was provided by Us in connection with the Agreement You will:</p> <p>(i) notify Us immediately of the request; and</p> <p>(ii) give Us at least five Working Days to make representations.</p>	<p>11.4 Despite Our best efforts, things can go wrong. When they do, We want to know so We can put them right as quickly as possible. If Your complaint is about sales, a bill or general matters, please phone 0800 800 891 between 8.30am and 5.00pm, Monday to Friday. Your call will be logged and a team member will call You back within a time period that You will be advised of and try to solve the problem while You are on the line. If You prefer to put Your complaint in writing, please email Us at btldhelp@bt.com or btldsupport@bt.com or write to: BT Marketing Solutions, PP2ATD, Telephone House, 21 Ward Road, Dundee, DD1 1BA</p>
<p>11. General Matters Beyond Reasonable Control</p>	
<p>11.1 If either party is unable to perform, or is delayed in performing, any obligation under the Agreement because of something beyond its reasonable control including act of God, natural disaster, lightning, flood, subsistence, earthquake, exceptionally severe weather, epidemic, pandemic, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom You or We are 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 Agreement.</p> <p>11.2 We will not be liable for failure to or delay in supplying the Service if:</p> <p>(i) another supplier delays or refuses the supply of an electronic communications service to Us and no alternative service is available at reasonable cost; or</p> <p>(ii) legal or regulatory restrictions are imposed that prevent Us from supplying the Service.</p>	<p>11.5 We aim to deal with any problem to Your satisfaction, and our customer service advisers will try to do this as quickly as possible, preferably during Your phone call. If this is not possible, We will agree a course of action with You. Some complaints may take longer to put right. If You are not happy with how We have handled Your complaint, please ask to speak to the manager who will review Your complaint and will work with You to try and sort out the problem. If, after contacting the manager, You feel that We have not dealt with Your complaint properly, please ask for Your case to be reviewed by a Senior Manager. If You are still not satisfied with how We have dealt with Your complaint it can be reviewed by our Accountability Department. We will explain the final outcome and in some circumstances We may send You a "deadlock" letter. If We send a deadlock letter this means that there is nothing more We can do.</p> <p>11.6 If the problem is not resolved after the steps detailed in 11.5 above have been followed then, if We both agree, the problem can be settled by a mediator using the method set out by the Dispute Resolution Service Chartered Institute of Arbitrators ("DRS-CiArb"). If the problem is to be settled by a mediator:</p> <p>(i) We must both agree who the mediator will be. If We cannot</p>



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	agree within seven days, a mediator will be chosen by DRS-CiArb ; and		
	(ii) all discussions about the problem and any settlement reached will be kept confidential.	Waiver	
		11.13	A failure or delay by either party to exercise any right or act upon a breach under the Agreement will not be a waiver of that right or breach. If either party waives a right or breach of the Agreement, that waiver is limited to the particular right or breach.
11.7	Nothing in clauses 11.4 to 11.7 will prevent You or Us from taking any steps that may be available as a result of any breach of the terms and conditions of this Agreement.	Rights of Third Parties	
		11.14	A person who is not a party to the Agreement (including an employee, the officer, agent, representative or subcontractor) has no right under Contracts (Rights of Third Parties Act 1999) to enforce any term of the Agreement. This does not affect any right or remedy that exists or is available apart from that Act.
Severability		Transfer of Rights and Obligations	
11.8	If any term of the Agreement 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 Agreement had been made without the invalid, illegal or unenforceable terms.	11.15	Neither party may transfer any of their rights or obligations under the Agreement without the written consent of the other, except that:
Survival			
11.9	Clauses 6, 7.6, 7.7 and 10.4 to 10.7 will survive the termination or expiry of the Agreement for two years.	(i)	You may transfer Your rights or obligations or both to a Group Company with our written consent, such consent not to be unreasonably withheld or delayed; and
11.10	The Agreement and any documents expressed by the Agreement to be incorporated in the Agreement constitute the entire understanding between Us and You and save in respect of fraudulent statements supersedes all prior agreements, arrangements, understandings and representations (whether oral, written or otherwise) made by or between Us and You.	(ii)	We may transfer our rights or obligations or both to a Group Company without consent provided that We notify that We have done so.
11.11	You and We agree that:	Notices	
	(i) We have not been induced to enter into the Agreement by, nor have We relied on, any statement, representation, warranty or other assurance not expressly incorporated; and	11.16	Notices given under the Agreement must be in writing and delivered to the following addresses unless otherwise stated in the Agreement:
	(ii) in connection with the Agreement our only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Agreement and that all other rights and remedies are excluded.	(i)	to Us at the address shown on the bill or any address that We provide to You for this purpose; or
11.12	The terms of clauses 11.11 not affect the rights or remedies of either You or Us for any fraudulent misrepresentation.	(ii)	to You at any one or more of the following: the address to which You ask Us to send bills or the address of the Site Your primary email address or, if You are a limited company, its registered office.
			This clause does not apply to notices given under clauses 2.1, and 9.



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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.

You will inform Us immediately if there is any change to Your contact information.

Your Instructions

11.17 We may take instructions from a person whom We think, with good reason, is acting with Your permission.

Data Protection

11.18 Each of Us will comply with our respective obligations under the Data Protection Act

1998 (DPA). Where one party transfers personal data (as defined by the DPA) to the other for processing, the receiving party will process that data only for the period of and to the extent necessary for the performance of the Agreement; will take measures to keep it secure; and, where it transfers personal data outside the European Economic Area (EEA) or to any subcontractors, to ensure that it is adequately protected.

11.19 The Agreement and these terms and conditions shall be governed by and construed and interpreted in accordance with the laws of England and subject to the non-exclusive jurisdiction of the courts in England.

11.20 The headings of the paragraphs of the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement.



Service Schedule for former BT Directories Limited services migrated to BT Web Promoter, BT Web Starter, BT Web Manager and BT Web Expert services

1. SERVICE DESCRIPTION

Service Overview

1.1 The Service is:

- (a) the transfer of existing visible Content, Customer Content, data, third party hyperlinks and a Domain Name from an Existing Website to the specified Service;
- (b) The replication of the number of visible website pages from the Existing Website to the specified Service to manage your website;
- (c) The provision of a self service portal;
- (d) The provision of a statistical package; and
- (e) the continued hosting of the website with its prior level of hosting functionality as further described in this Service Schedule.

1.2 We will confirm which Service You are being transferred to.

1.3 We will use reasonable endeavours to map the functionality and layout of the Existing Website to the Service. You understand and accept that it may not be possible for all layout, features and functionality of the Existing Website to be replicated in whole or in part on transfer of the Existing Website to the specified Service

1.4 The Service does not include:

- (a) the provision of any BT Equipment or other equipment;
- (b) The provision or creation of any new functionality on the Service
- (c) The provision or creation of any new pages on the Service
- (d) The updating of the Service with any new text, Content or Customer Content;
- (e) The migration or transfer of any non-visible or non published Content, Customer Content or other data;
- (f) The set up or administration of any third party accounts or web pages;
- (g) The creation of any additional mailboxes or email addresses;

- (h) Mailbox storage in excess of 500 Megabytes
- (i) The use or benefit of any hosting, domain or mailbox management facilities listed at www.btbroadbandoffice.com, or such other address as may We may advise; and
- (j) The use or benefit of "Use of Web Space" functionality listed at www.btbroadbandoffice.com, or such other address as may We may advise

1.5 By continuing with the Service, You confirm that You are acting in a business capacity and You will not be dealing "as a consumer" for the purposes of section 12 of the Unfair Agreement Terms Act 1977.

1.6 In addition to the terms in this Service Schedule the Service is subject to:

- (a) Terms and Conditions for ex BT Directories Limited Services (including the brands Customer Street and UFindUs)
- (b) Service Schedule for Web Hosting which can be found at: <http://business.bt.com/getting-your-business-online/web-hosting/terms/>
- (c) Domain name Terms and Conditions which can be found at: <http://business.bt.com/getting-your-business-online/web-hosting/terms/>

Where there is any conflict between this Service Schedule and those set out in paragraph 1.6(b) and (c) above the terms of this Service Schedule shall prevail.

Minimum Period

1.7 The Minimum Period of the Contract is stated on the order form.

2. SERVICE LEVELS

2.1 We will provide the Service with reasonable skill and care.



Service Schedule for former BT Directories Limited services migrated to BT Web Promoter, BT Web Starter, BT Web Manager and BT Web Expert services

Service Support

2.2 Customer support is available on (0800) 800 891 during the hours of 09:00 to 17:00 on a Working Day.

3. RESPONSIBILITIES OF YOU AND US

General

3.1 You must provide Us with accurate and up to date information.

3.2 You must nominate a representative who has appropriate knowledge and authority to discuss the Service.

3.3 Whilst We will use reasonable efforts to make sure that backup copies of the Service and all data contained on it are made at reasonable intervals, You will be solely responsible for the backup of the data and We will not be liable for any damages, loss, costs or other expenses arising out of or for any loss of data by You which is due to Your or Our failure to back up the data.

3.4 You acknowledge that You requests Us to include in its website links to other websites, We will not make any independent enquiry into these links and that the use of these links (including their availability) is at Your sole risk. You confirm that the creation of these links is authorised by the owner / operator of the linked website and that the linked website complies with the terms of the Agreement.

3.5 Where links to other websites are included in the Service (including links to websites such as PayPal), You acknowledge that the use of such websites may be subject to the acceptance of, and compliance with, the terms and conditions of the website provider. You acknowledge and accept that compliance with these terms and conditions is its responsibility alone and that in respect of payments, We do not act as a payment services provider or any other intermediary in respect of any payments that You accept. Furthermore, You acknowledge and accept that compliance with all applicable legislation including, without limitation, Sale of Goods Act 1979 (as amended), Consumer Protection (Distance Selling) Regulations and Electronic Commerce (EC Directive)

Regulations is also Your sole responsibility.

3.6 By using the Service You agree that You are authorised to provide, and to grant Us permission, to display all Customer Content (including logos, photos and images) forming part of the Service. You must ensure that Your website complies with all applicable laws, regulations, codes of practice, guidelines and standards applicable to You and/or Your business.

3.7 When You provide or will provide Customer Content for the Service, You must ensure that You have legal permission to do so.

3.8 Any images We provide are only for use on the Service. If the Service is ceased, the right to use any Content is terminated.

3.9 Subject to paragraphs 3.21 to 3.23 You will be responsible for updating the website from the Service Start Date on an ongoing basis using the self service portal.

3.10 Whilst Our search engine optimisation methodology ensures that Your website can be read by search engines, We cannot guarantee a ranking on any Internet Search Engines.

3.11 In order to make Your website more effective, We may need to limit the number of images displayed on it.

3.12 Your website will be submitted to Our designated Search Engines.

3.13 **Email** – We will continue to provide the existing single email account for You, using the website URL as a suffix (e.g. customername@customerwebsite.co.uk),

3.14 **Metered Number** – We can provide You with a dedicated telephone number which connects calls to Your chosen telephone number and enables Us to count the number of calls Your website generates. You must advise Us if You do not want to use a BT Metered Number. If it is Your aim to generate calls via the website, We recommend You take the BT provided Metered Number and display it on the website.



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3.15 Metered numbers may only be displayed on the Service. The Metered Number will cease on termination of the Service.

3.16 We reserve the right to provide You with a different metered number than used on the Existing Website on transfer to this Service.

Service review

3.17 We will provide BT Web Starter, BT Web Manager and BT Web Expert Services with regular review, the frequency of which will be as set out in this paragraph. The review will be emailed and/or blogged to You with the option of arranging a follow up telephone call. The review could include: review of website goals, analysis of current traffic/conversion, suggested updates and changes and any other web presence related activities that We consider appropriate. The frequency of the service reviews will be as follows:

- (a) BT Web Starter – a review every six months
- (b) BT Web Manager - a review every three months
- (c) BT Web Expert – a review every month

3.18 As part of the service review in paragraph 3.17 above and subject always to paragraphs 3.22 and 3.23 You may request the addition of the following functionality free of charge:

- (a) “Add This” / Social Links – We can provide a social link to the footer of the website, making it available across all pages of Your website.

In addition for BT Web Manager and BT Web Expert services only You may also request the following functionality free of charge:

- (b) Facebook – We will set up a Facebook page with a maximum of five (5) defined tabs (which may include wall, info, photos, videos and a customised welcome page) designed using content taken from Your website. Once created, We will enable You to maintain your Facebook page –We will not do this. . Your Facebook page remains Your

responsibility. If You have an existing Facebook Fan Page We may ask You for your current username and password to make a one-time change to that Facebook page on Your instruction. These details would be entered directly on to Facebook. We will not store these details on any of its systems and You reserve the right not to provide these details if they do not wish.

- (c) Google Places – We will act as Your authorised representative to claim Your business listing on Google Places. Your Google Place will then be populated using content taken from Your website. This may include the following information: business name, business address, service coverage area, opening hours, contact telephone number, fax number and/or photos/videos. Responsibility for ongoing management of Your Google Places listing lies with You, We will not maintain Your Google Places listing once it is set up.

Optional items available at additional charge for BT Web Manager and BT Web Expert services only

3.19 You may purchase the following additional items subject to payment of the applicable Charge:

- (a) The Image Gallery - The Image Gallery displays images as thumbnails on the page and opens on click to display in light box style for larger view.
- (b) Image Slideshow - An Image Rotator, which displays a series of images like a slideshow with a fade effect between each.
- (c) eNewsletter - The Newsletter can be emailed to a single list of email subscribers which can either be added manually through the website administration console or through a subscription form on the website.
- (d) Video Player - The Video player allows the Customer to play videos from their website by



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- simply embedding videos hosted on 3rd party video hosting sites such as YouTube, etc.
- (e) Additional Page - Addition of one extra page to the website. The additional page will include either (i) up to 250 words created by Us for You based on a description provided, or (ii) the insertion of unlimited words of Customer Content (Information must be provided electronically). We will also insert one (1) Customer image on the additional page if supplied.
- 3.20 Subject to paragraphs 3.21 and 3.22 You will be responsible for updating the website on an on-going basis from the Service Start Date
- Requesting Amendments to the Service**
- 3.21 You may request amendments as set out in this paragraph and subject always to the Amendment Policy and Fair Usage Policy set out below. Changes can include:
- (a) Adding a new pages, text or pictures.
(b) Changing background colours
(c) Changing text colour and size
- Amendments may be requested by telephone (on a Working Day) or email. We will endeavour to complete any amendments within 3 Working Days. All completed changes will be confirmed to You via email. It is Your responsibility to review the changes made by Us and notify Us in writing of any amendments to the agreed changes.
- Fair Usage Policy for Amendments**
- 3.22 Changes requested in accordance with paragraph 3.21 above shall not:
- (a) exceed 15 minutes to complete; and
(b) exceed a total of 6 changes in any twelve (12) month period.
- 3.23 We will not undertake any changes:
- (a) set out in paragraph 3.21 that exceed either paragraph 3.22 (a) or (b); or
- (b) which are not specified in the Amendment Policy
- these shall be Your sole responsibility.
- 3.24 Self service portal
We will provide You with an on-line control portal which will allow You to manage Your account via the internet. You acknowledge that the online control portal is designed to provide You with increased usability and management of Your account and that from time to time the online control portal may not reflect with complete accuracy Your account information.
- 4. CHARGES**
- General**
- 4.1 The Charges will be set out in the Important Changes About Your Website notice. All payments must be made by direct debit.
- 4.2 The Charges consist of a recurring monthly Charge for the duration of the Agreement. The recurring monthly Charge consists of two parts: (i) a charge for the various services involved in managing the Service; and (ii) a Charge for the hosting of Your website.
- 4.3 The recurring monthly Charge will be invoiced monthly in advance (online invoices only). In the event of late payment of the Charges and in addition to Our rights set out in paragraph 7.6 of the Conditions, the Service may be suspended.
- 4.4 If You purchase additional services, the Charges will be raised on the next bill.
- Cancellation and Termination Charges**
- 4.5 If Clause 8.1 of the Conditions applies and the Order is cancelled within five (5) Working Days from the order date no cancellation charges will apply
- 4.6 If Clause 8.1 of the Conditions applies and the Order is cancelled more than five (5) Working Days from the order date We may invoice You the set up Charges for the Service.
- 4.7 If Clause 8.10 of the Conditions applies You must pay Us the remaining Charge(s) that would have been payable by the



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Customer for the remainder of the Minimum Period.

5. ADDITIONAL CONDITIONS

Policies

5.1 In addition to the provisions of Clause 4.3 of the Conditions, the Service must not be used in a way that is in contravention of any guidelines of any Internet Search Engine or BT's Advertising Policies located at:

<http://business.bt.com/getting-your-business-online/marketing-solutions/terms/>
(or any other online address that We may advise You)

Consent for marketing

5.2 We reserve the right to use Your website for marketing purposes.

Ceasing of web site on Termination

5.3 As a consequence of ending the Agreement We will delete Your website provided under this Service Schedule. We will provide You with instructions on how You may, using Customer Content only, rebuild the website on Our self service solution.

Domain Name

5.4 We will continue to use the existing domain name in accordance with the domain name terms and conditions. . If You elect to transfer the domain name to an alternative registrar You shall be responsible for ensuring the domain name remains active and is renewed as necessary.

5.5 If You require changes to your domain name, hosting or management of existing mailboxes this may be requested in accordance with paragraph 2.2.

Limits of Liability

5.6 Our liability for errors or omissions in the provision of the Service is limited to undertaking such work as is necessary to correct such error or omission. We will only be liable to perform such corrective work if the error or omissions are in those parts of the Service that it is responsible for providing and are not as a result of information provided by You .

5.7 In provision of the Service, We are not liable for:

- (a) any alteration to Your website caused by a third party (including but not limited to additions, modifications or deletions);
- (b) the availability or accuracy of third party web sites or resources to which You may be linked; or
- (c) the content, advertising, or products on or available from third party web sites or resources.

Intellectual Property Rights

5.8 If We prepare any artwork or material for You, We will grant You a non-transferable and non-exclusive licence to use the artwork on that website.

5.9 The Service and any associated software is provided solely for Your own use and You will not resell or attempt to resell the Service (or any part or facility of it) to anyone else.

6. DEFINITIONS

In this Service Schedule the following terms, in addition to those stated in Clause 1 of the Conditions, have the meaning shown next to it:

Amendment Policy

Means a document describing the changes You may request and We will provide free of charge in accordance with the Fair Usage Policy

Charges

means the charges set out in the Important Changes About Your Website notice

Customer Content

means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material provided by You to Us.

Existing Website

Means an existing BT website provided by BT or a BT Group Company to the Customer



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Fair Usage Policy	Means the type of permitted free of charge changes We may undertake for You as set out in this Schedule
Internet Search Engine	means any online facility which allows a User to search for website content containing words or phrases selected by the User and be presented with hypertext links to such content.
Search Engine	means the online search companies known as Google and Bing
User	means a person carrying out a search on an Internet Search Engine using words matching a Keyword who then clicks on a resultant link with the intention of being hyperlinked to Your website.