



Conditions for Business Mobile Services Service Schedule for Voice, Business Circle, Business Circle Complete, Data, BlackBerry Services, BT Signal Assist

1. DEFINITIONS

“3G” means Universal Mobile Telecommunications System (UMTS) and is a network used for both voice and data services.

“APN” means the access point name given to the unique point (or points) at which the Customer Network or a public network such as the Internet may connect with the Network.

“BES” Express Software means the software known as the Blackberry Enterprise Server Express software available to download to the Customer’s Microsoft Exchange Server.

“BES Software” means the software known as the BlackBerry Enterprise Server software provided with the Service.

“BIS” means BlackBerry Internet Service, a BlackBerry product.

“BPS” means the software known as the BlackBerry Professional Software provided with the Service.

“BT Mobile Data” means the service that enables the Customer to send and receive data over GPRS, 3G and HSDPA networks.

“BT Openzone” means BT’s wireless data service that uses radio frequency to access a BT Site. Fixed line connections from the BT Site connect the Customer to the BT Network and then on to the internet or, if applicable, the Customer Network.

“BT Openzone Web Page” means www.bt.com/openzone or such other url as BT may advise.

“BT Site” means each physical location of the radio access points operated by BT offering BT Openzone. The locations of BT Sites can be found on the BT Openzone Web Page.

“CAL” means Client Access Licence specific to BlackBerry Enterprise Server and BPS.

“Customer Network” means the Customer’s communications network including its LAN and any intranet services.

“DDI” means Direct Dial Inwards.

“End-User Licensed Software” means any software identified as being for installation and use on the server in conjunction with the Device provided with the Service.

“Fixed Link” means a dedicated link (whether a private leased circuit or otherwise) between the Customer’s network and the Network.

“GPRS” means General Packet Radio Service for the transmission of data.

“HSDPA” means High Speed Downlink Packet Access a protocol for networks based on the Universal Mobile Telecommunications System for the transmission of data.

“IMAP4” means Internet Message Access Protocol version 4 a method of accessing electronic mail kept on a mail server.

“Indirect Access” means an indirect PSTN connection between the Customer’s network and the Network.

“MMS” means Multi Media Messaging Service.

“Openzone Network” means BT’s communications network used to provide BT Openzone from the BT Site to the internet or, if applicable, the Customer Network.

“PABX” means Private Automatic Branch Exchange.

“POP3” means Post Office Protocol Version 3 a method of accessing electronic mail kept on a mail server.

“PSTN” means Public Services Telephone Network.

“Roaming” means minutes use of the Service where access is provided via an alternative wireless data service and where BT has an agreement with the alternative wireless data service provider for such access.

“Slingbox” means a TV streaming device enabling the Customer to remotely view cable, satellite, or personal video recordings via the Internet.

“SMS” means Short Messaging Service.

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“**Video Call**” means the ability for the caller and call recipient to see and hear each other.

“**Video Messaging**” the ability to send and receive a video clip.

“**VOIP**” means Voice Over Internet Protocol and is the transmission of voice traffic over a wide area network or the Internet using the IP signalling standard.

“**WAP**” means Wireless Access Protocol.

2. GENERAL SERVICE CONDITIONS

The Service includes the supply of a SIM Card for each connection to the Service and any Devices described in the Charges Schedule.

BT will allocate mobile telephone numbers for the use of the Service. These numbers may only be transferred to another mobile service provider in accordance with prevailing industry rules and processes.

BT will provide a helpdesk for the Customer to report faults and seek assistance with the Service. The helpdesk will be available Monday to Friday 0830 - 1730 (excluding Public and Bank Holidays). Outside these hours a helpdesk is available for reporting lost and stolen SIM Cards and/or Devices or for questions concerning the availability of the Service.

3. SERVICE OPTIONS

3.1 Voice Service

The Service uses certain wireless technology to enable the Customer to make and receive voice calls and Video Calls and send or receive information (including messaging services such as SMS, Video Messaging or MMS or e-mail or accessing information from the Internet). In order to make a Video Call, the caller and call recipient must each have a 3G SIM Card, a video enabled Device and both parties must be in a 3G coverage area during the call. A Video Call will terminate if the caller or call recipient moves out of the 3G coverage area. Coverage area maps are available on www.bt.com or such other websites as may replace it.

3.2 Business Circle and Business Circle Complete

- (a) Business Circle and Business Circle Complete are optional additions to voice service.
- (b) The Customer must:
 - (i) pay BT’s charges (as described in the Charges Schedule);
 - (ii) provide any PSTN numbers included in the Customer’s dial plan. The PSTN numbers included in the Customer’s dial plan must belong to and be paid for by the Customer and at BT’s request the Customer must provide evidence of this;
 - (iii) provide any further information that may be required by BT to configure and implement the Service.

Business Circle Complete

- (a) The following paragraphs apply to Business Circle Complete.
- (b) Unless specified otherwise, the following are included in the monthly subscription charge for Business Circle Complete:
 - (i) the inclusive data allowance per connection as detailed in the Charges Schedule. The Customer may in return for an additional monthly subscription charge benefit from an additional data allowance. Details of the additional monthly subscription charge and the data allowance are set out in the Charges Schedule. Data usage above the inclusive data allowance and, if applicable, the additional data allowance is chargeable at BT’s standard applicable rate as detailed in the Charges Schedule.
 - (ii) Unlimited SMS package is an optional extra applied to all connections provided under this Contract unless upon the Customer’s request unlimited SMS is removed from all connections. A monthly subscription applies to all connections as detailed in the Charges Schedule. The package

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provides unlimited SMS usage in the UK only, does not include international, roaming and premium rate SMS and is subject to BT's reasonable use policy as set out below. The monthly subscription per connection applies for a minimum period of three months and the Customer can add or remove the unlimited SMS package a maximum of three times during any 12 month period. Where the unlimited SMS package is removed, SMS usage will be charged at the standard applicable Business Circle Complete per message charge.

- (iii) unlimited voice calls made in the UK made from the Customer's BT mobiles to: another of the Customer's BT mobiles and to a maximum of 10 nominated UK fixed line numbers (UK PSTN numbers) which the Customer has with BT commencing with 01, 02, and 03 and unlimited voice mail retrievals from the Customer's BT mobiles, all at no extra cost (subject to BT's reasonable use policy as set out below). Other calls are charged at the standard applicable Business Circle Complete pence per minute rate The dial plan agreed under the Contract is restricted, allowing no more than 10 PSTN numbers.
- (c) Business Circle Complete is available on mobile connections with Blackberry Internet Service (with or without Satellite Navigation). Where the Customer takes a Blackberry Internet Service (with or without Satellite Navigation) Device, the Business Circle Complete monthly subscription charge will be increased accordingly as detailed in the Charges Schedule.
- (d) The Service tariffs described in paragraphs (b) (i) to (iii) are available on the basis of reasonable business use which is expected to be:
 - (i) for voice calls - below 10,000 minutes per connection per month (UK originated calls); and

- (ii) for SMS - below 3,000 texts per month per subscription (UK originated texts only and excluding premium rate numbers).

- (e) If the Customer's usage exceeds the above reasonable business use parameters BT may:
 - (i) monitor and investigate the Customer's usage; and
 - (ii) suspend and/or withdraw the Service from any individual SIM Card, or all SIM Cards.

BT reserves the right to modify the above classification of reasonable business use on 28 days written notice.

Business Circle

- (a) Business Circle provides a reduction to the standard charges for calls in the UK made from the Customer's BT mobiles to:
 - (i) another of the Customer's BT mobiles; and
 - (ii) a maximum of 10 nominated UK fixed line numbers (UK PSTN numbers) commencing with 01, 02, and 03 and unlimited voice mail retrievals from the Customer's BT mobiles.

The charges are as set out in the Charges Schedule.

3.3 Business Circle Complete with Indirect Access, Business Circle with Fixed Links and/or Business Circle with Indirect Access

- (a) The following paragraphs apply in addition to those in paragraph 3.2.
- (b) Business Circle Complete with Indirect Access, Business Circle with Fixed Links and/or Business Circle with Indirect Access are optional additions to voice service which enable the Customer to use connections to the Service as a part of the Customer's virtual private network and which are available on Contracts for which the Customer placed an order for them prior to the 2nd December 2013.

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- (c) The Customer must pay BT's charges (as described in the Charges Schedule) including charges for any additional equipment which may be required for the provision of Business Circle or Business Circle Complete.
- (d) In order for BT to provide Business Circle with Fixed Links and/or Indirect Access or Business Circle Complete with Indirect Access the Customer must:
 - (i) have a suitable PABX and associated network services;
 - (ii) select extension numbers for the Devices;
 - (iii) arrange with its PABX maintainer or Centrex supplier to build the "extension" numbers into the Customer's dial plan.
 - (iv) comply with any requirements set out in the Application for Service (AFS) Form for Fixed Links and Indirect Access.

Business Circle Complete with Indirect Access

- (a) The following paragraphs apply to Business Circle Complete with Indirect Access.
- (b) The Business Circle Complete with Indirect Access monthly subscription includes:
 - (i) one primary link and up to 10 secondary links;
 - (ii) up to 50,000 number entries in the dial plan; and
 - (iii) unlimited dial plan in-life moves and changes.
- (c) Unless specified otherwise, the following are included in the monthly subscription charge for Business Circle Complete with Indirect Access:
 - (i) in addition to the 10 nominated fixed line numbers the Customer can nominate up to 500 DDI which can be included within the unlimited voice calls made in the UK. Other calls are charged at

the standard applicable Business Circle Complete pence per minute rate The dial plan agreed under the Contract is restricted, allowing no more than 10 PSTN numbers and 500 DDI numbers to be nominated;

- (ii) the minimum number of connections is 40. Unlimited intra-group calls are included in the office-to-mobile direction, the mobile-to-mobile direction and the mobile-to-nominated fixed line numbers direction, all at no extra cost (subject to BT's reasonable use policy set out below). The dial plan agreed under the Contract is restricted, allowing no more than 50,000 number entries to the dial plan.

- (d) All services relating to PABX programming do not form part of this Contract and must be paid by the Customer separately.

3.4 BT Mobile Data Services (excluding BlackBerry Enterprise/ BlackBerry Professional BlackBerry Internet Service (with or without Satellite Navigation)) and Blackberry Internet Service with Blackberry Enterprise Server Express.

The Service uses certain wireless technology to enable the Customer to connect compatible equipment to send and receive data.

The Service includes the supply by BT of a SIM Card for each connection and any Devices described in the Charges Schedule.

As part of the Service, BT will provide the Customer with a generic APN for access to the Internet and public WAP services. The APN is provided as standard with a SIM Card. The Customer may apply for a unique APN for its sole use which is available subject to completion of the applicable Technical Requirements Specification form. The Customer must pay for the unique APN as described in the Charges Schedule.

As an optional addition to the Service, the Customer may connect using a dedicated link between the Customer's network and the Network ("Fixed Data Link"). Charges for the provision of the Fixed Data Link and any

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additional equipment required are as described in the Charges Schedule.

In order for BT to provide the Service with a Fixed Data Link and/or other services, the Customer must:

- (a) have a suitable network and associated network services to support the installation of the Fixed Data Link and the network terminating equipment;
- (b) provide IT support and any information that may reasonably be required by BT to configure and implement the Service; and
- (c) comply with any requirements set out in the applicable Technical Requirements Specification form.

Data Services may not be used for:

- (a) Instant Messaging;
- (b) IP Telephony;
- (c) VOIP;
- (d) Video and Television streaming; or
- (e) In conjunction with a Slingbox.

Reasonable Business Use Policy:

BT Mobile Data Services may only be made available subject to the Customer's acceptance of a reasonable business use policy as set out in the Charges Schedule. If the Customer's usage exceeds the specified parameters for reasonable business use BT may:

- (a) monitor and investigate the Customer's usage; and
- (b) suspend and/or withdraw the Service from any individual SIM Card, or all SIM Cards; and/or
- (c) transfer the data connection to a tariff more appropriate to the Customer's usage. and/or
- (d) if applicable, charge for excess usage in accordance with the reasonable business use policy set out in the Charges Schedule

3.5 BlackBerry Enterprise Server and BlackBerry Professional Software

The Service uses certain wireless technology to enable the Customer to send and receive data including email by means of the Device. The Service is provided over a GPRS or 3G data connection and operates with Microsoft Exchange, IBM Lotus Domino or Novell Groupwise email servers.

BPS is only available with Microsoft Exchange and IBM Lotus Domino email systems.

The Service comprises GPRS airtime and a SIM Card, BES Software or BPS Software, a BlackBerry Device, End-User Licensed Software, a Client Access License ("CAL") and accessories.

Subject to the capability of the Customer's equipment or the Device used with the Service and the Sim Card, voice service may also be available with the Service.

Customer responsibilities:

Unless otherwise specified in the Blackberry Enterprise Server Install Service detailed below and the Customer contracts for that Service, the Customer is responsible for:

- (a) providing a server configured for the use of the BES Software or the BPS. The server must comply with the relevant specifications. published on the following url, or such other urls as may be advised by BT. Details of product information, minimum specification, and technical information can be found at www.blackberry.com;
- (b) installing the BES Software or BPS Software on the Customer's servers;
- (c) providing suitably qualified personnel to integrate the Service with the Customer's email system and firewall and to configure BES Software or BPS Software on the Devices or other Customer equipment used with the Service. The firewall must be configured to allow the server on which the BES Software or BPS Software is installed to initiate outbound TCP/IP connections to an outside server listening on port 3101;
- (d) providing sufficient bandwidth to enable successful transmission between the Customer's network and

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- the Internet, and a suitable email system for use with the Service;
- (e) ensuring password protection is used with every connection to the Service. BT will not be liable for any losses due to the Customer failing to invoke password protection. The Customer acknowledges that text messages and emails are retained on the Device even when it is turned off or the SIM Card is removed from it. A SIM Card provided with a Device is linked to that Device and must not be transferred to any other Device;
 - (f) providing trained staff to support the use of the Service;
 - (g) any encryption of data transmitted between the Customer's BES Software or BPS Software and the Device or the Customer's equipment. If a relevant authority in pursuance of powers under the applicable law requires sight of any data the Customer will provide unencrypted data to the requesting authority;
 - (h) ensuring the use of the Device and any software (including any End-User Licensed Software) in accordance with any licence or user guide or other reasonable instruction of any manufacturer or supplier or BT; and
 - (i) ensuring that each end user of the Service has a CAL. The BES Software includes 20 free CALs. The BPS includes 5 CALs or 10 CALs dependent upon the software ordered.
 - (j) For BPS there is a maximum of 30 users.

Usage Limitations and Export Control:

The Customer agrees that:

- (a) it will use the Device only for the purposes of allowing its employees to send, receive, store and process data and voice services;
- (b) the Device will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons;

- (c) the Device will not be re-exported or otherwise re-sold or transferred if it is known or suspected that it is intended or likely to be used for the purpose set out in paragraph (b) above;
- (d) the Device will not be used in any nuclear explosive activity or unsafe guarded nuclear fuel cycle activity; and
- (e) it will sign a formal 'End-User Undertaking' in a format specified by the United Kingdom Department of Trade and Industry if required by law or regulation.

Software:

BES Software or BPS is required for use with the Service.

The use of BES Software and BPS Software and End-User Licensed Software by the Customer will be subject to a separate agreement with the licensor of the software which may take the form of a 'click-wrap' or 'shrink wrap' licence agreement and which will take precedence over the terms of the Contract. Acceptance of the BES, BPS and End-User Licensed Software by the Customer is also indicated by the Customer's installation and use of the software.

Upgrades and updates of the BES Software, BPS and End-User Licensed Software may be subject to additional charges.

BlackBerry Enterprise Server Install Service

The Service includes one visit to the Site to install the BES Software on a server and configure up to two handsets for use with BES Software. The Customer acknowledges and agrees that BT may be unable to configure handsets not supplied by BT as part of the provision of BlackBerry Enterprise Server.

BT will, during the visit, provide one training session for a maximum number of five people. The training will be for one hour unless a different period is agreed and will cover either configuration of BES Software or the use of a handset with BES Software as appropriate. BT will arrange an appointment for the provision of the Service. Appointment times will be between 10.00 – 16.00 hrs Monday to

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Friday excluding public and bank holidays. BT will use its reasonable endeavours to arrange to attend the Site on the day and at the time agreed with the Customer however, the Customer acknowledges and agrees that delays may occur or the appointment may need to be re-scheduled due to operational or other matters.

The Customer is responsible for:

- (a) completing the Pre-Installation Checklist supplied by BT;
- (b) complying with any minimum technical requirements set out at <http://na.blackberry.com/eng/support/software/server.jsp>; and
- (c) backing-up any data prior to commencement of the Service.

Charges

BT reserves the right to raise additional charges if BT is unable to gain access to the Site at the time of the appointment or if additional time is required to complete any activities as a result of any act or omission on the part of the Customer.

3.6 BlackBerry Internet Service (with or without Satellite Navigation)

The Service uses certain wireless technology to enable the Customer to send and receive data including email, and Instant Messaging by means of the Device and provides 6MB data usage allowance per connection in addition to the 3MB inclusive data allowance provided with a standard Business Circle Complete connection. It is provided over a GPRS connection and operates with POP3 and IMAP4 enabled mailboxes. The Customer can also browse the Internet using the BlackBerry web browser and Internet access.

The Service comprises a GPRS connection and SIM Card.

In addition to the above, BlackBerry Internet Service with Satellite Navigation includes a GPS Receiver and the Service provides satellite navigation service by means of software accessed via a web portal.

For BlackBerry Internet Service with Voice no separate voice Device is provided.

The Customer is responsible for:

- (a) ensuring that it has a suitable POP3 or IMAP4 enabled mailbox for the Device to access;
- (b) ensuring that password protection is used with every connection to the Service. BT will not be liable for any losses due to not invoking password protection. The Customer acknowledges that text messages and emails are retained on the Device even when it is turned off or the SIM Card removed. A SIM Card provided with a Device is linked to that Device and transfer to any other BlackBerry Device has to be undertaken at www.bt.blackberry.com or such other website as BT may notify from time to time;
- (c) ensuring that it has a suitable Instant Messaging (IM) account for the use of IM on the Device;
- (d) checking with its Internet Service Provider (ISP) whether the Device may be used with that ISP's services and whether any limitations or restrictions apply.

The Customer agrees that:

- (a) it will use the Device only for the purposes of sending, receiving, storing and processing data and voice services;
- (b) the Device will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons;
- (c) the Device will not be re-exported or otherwise re-sold or transferred if it is known or suspected that it is intended or likely to be used for the purpose set out in paragraph (b) above;
- (d) the Device will not be used in any nuclear explosive activity or unsafe guarded nuclear fuel cycle activity; and
- (e) it will sign a formal "End-User Undertaking" in a format specified by the United Kingdom Department of

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Trade and Industry if required by law or regulation.

Software:

Where software is provided to enable the Customer to use the BlackBerry Internet Service with Satellite Navigation, BT grants the Customer a non-exclusive, non-transferable licence to use the software for that purpose. The Customer agrees that;

- (a) it will not without BT prior written consent, copy, decompile or modify the software, nor copy the manuals or documentation (except as permitted by law);
- (b) it will sign any agreement reasonably required by the owner of the copyright in the software to protect the owner of the copyright in the software to protect the owner's interest in that software;
- (c) by installing or using the satellite navigation software the Customer agrees to the owner's software licence terms which may take the form of a 'click-wrap' or 'shrink wrap' licence agreement and which will take precedence over the terms of the Contract; and
- (d) all data stored in the web portal of the Customer's satellite navigation is stored at the Customer's own risk and that such data must be removed by the Customer if instructed by BT.

3.7 Blackberry Enterprise Server Express – Managed Service

BES Express software provides advanced BlackBerry Smartphone features with no additional software or user licence fees. It is available to be downloaded by the Customer and works with a Blackberry Smartphone provisioned with any internet-enabled Blackberry consumer data plan, Blackberry Enterprise data plan or combination of both.

BES Express - Managed Service provides BIS customers with full email, calendar and contacts wireless synchronisation, security policies and BT Support

The Service:

- (a) is only available to customers who have BT BIS;
- (b) needs a Microsoft Exchange server to use the service;
- (c) supports up to 75 Smartphone users. For more than 75 users a separate Microsoft Exchange server would be required; and
- (d) is provided without warranty of any kind, whether express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy, except as may be expressly provided by the service supplier.
- (e) BT Support is a telephone support service available Monday to Friday 8:30am – 5:30pm (excluding public and bank holidays) or via email at btdatasupport@bt.com at any time.

Upon termination of the BIS service, support for BES Express will no longer be supported under this Contract.

Further technical information, system requirements and specifications can be found at www.blackberry.com/besexpress.

3.8 BT Signal Assist

BT Signal Assist enhances the Network signal indoors within the Customer's premises by means of a Device that plugs into the Customer's broadband line. Each Device can have up to 32 SIM Cards registered to it.

The Device:

- (a) is only compatible with the Network and cannot be used with other telecommunication networks;
- (b) must only be used in the United Kingdom and in accordance with the guidelines, instructions and other specifications provided with the Device or as may be provided by BT from time to time;
- (c) supports up to 4 concurrent voice calls or data sessions or a mix of the two;

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- (d) requires broadband speeds of at least 1 Mbps. As the Device is dependent on the broadband connection, interruptions affecting the Customer's broadband or power will impact the operation of the Device;
- (e) requires a compatible 3G mobile handset.

From time to time BT may access the Device remotely in order to provide the Customer with updates to the Device.

The Customer will be automatically disconnected from the Service upon the ending of the Customer's contract for access to the Network. In the event this occurs within the Minimum Period the Customer may be liable for termination charges as set out in the Charges Schedule.

BT reserves the right to disconnect the Device if it becomes permanently incompatible with the Network. Such disconnection will not result in termination charges being applied to the Customer.

The Customer is responsible for:

- (a) installation of the Device in accordance with the documentation provided with the Device;
- (b) registering SIM Cards to the Device in accordance with instructions provided with the Device;
- (c) ensuring that it has broadband that is compatible with the Device. In addition to the speed limitations set out above, functionality of the Device may be impacted by modems or other systems used by broadband providers other than BT.

It is a condition of the Service that the Customer must provide BT with details of the location of the Device and keep BT updated with any changes to its location.

The Customer must notify BT if the Device is lost or stolen or if it believes that the Device or the Service is being used for fraudulent or illegal purposes.

The Operational Service Date for BT Signal Assist will be the date the Order Form is signed by both parties. This applies

irrespective of when the Customer starts to use BT Signal Assist.

Emergency Calls

The ability to make 999 or 112 emergency calls using BT Signal Assist cannot be guaranteed. Emergency calls may fail if there is a power failure, broadband connection failure or some other service disruption. If the Customer uses BT Signal Assist to make an emergency call, the location details available to the emergency services will be the postcode registered by the Customer for the Device, which may not provide a specific address to identify the location from which the call originated. Wherever possible, alternative arrangements should be made to make emergency calls and a primary telephone line maintained.

3.9 BT Openzone

Where the Service includes BT Openzone, the following additional paragraphs apply:

- (a) BT Openzone includes connection to the Openzone Network and if required the internet, but does not include a connection from the Openzone Network to any Customer Network or any services once the Customer is connected to the internet.
- (b) When a Customer is located within the radio frequency coverage area of a BT Site the Customer may connect to BT Openzone using its computing equipment and login name and password.
- (c) BT Openzone cannot be accessed via any other wireless data service (WiFi) operator.
- (d) The Service is dependent on the suitability of the Customer's computing equipment and, if applicable, the Customer Network. The Customer's computing equipment or the Customer Network is not provided as part of this Service.
- (e) BT does not authorise or guarantee access to any of the BT Sites for the Customer to use the Service or guarantee that Service will continue to be available from a specific BT Site.

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- (f) Due to the nature of the Service the Customer acknowledges and accepts that BT does not guarantee the security of the Service against unlawful access or use. The Customer should also ensure adequate internal security policies are implemented to stop unlawful access to or use of the Service.
- (g) Existing BT Openzone users subscribing to the Service will require new login names and passwords.
- (h) Charges for Roaming will be charged separately at the prevailing rates.

4. GENERAL

- 4.1 BT may bar certain numbers from the Service on a temporary or permanent basis where in BT's reasonable opinion it is necessary to do so, or BT may reduce the number and length of voice and text messages left on the Customer's message service.
- 4.2 BT will allocate a number for the use of a Device or any device on the Network. The number belongs to BT and may only be transferred to another service provider with BT's consent.
- 4.3 If the Customer uses the Service or a Device abroad the Customer will be charged for incoming calls. International roaming calls may take longer to be billed.