



Conditions for Business Mobile Services Service Schedule for BT Datazone

1. DEFINITIONS

In this Service Schedule:

“**BT Network**” means BT’s communications network used to provide the Service from the BT Site 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 from time to time advise.

“**BT Site**” means each physical location of the radio access points offering the Service.

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

“**Helpdesk**” means BT’s contact point for fault reporting and service support.

“**IP**” means Internet Protocol.

“**LAN**” means local area network.

“**Roaming**” means BT Openzone 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 or use of the BT data service where access is provided via an alternative mobile network provider. Charges for roaming will be charges separately at the prevailing rates.

“**URL**” means a uniform resource locator.

“**User**” means individual users registered by the Customer for the Service.

2. SERVICE DESCRIPTION

2.1 BT Datazone comprises the BT data service with or without a subscription to BT Openzone.

2.2 BT Openzone is a wireless data service using radio frequency to access a BT Site. Fixed line connections from the BT Site connect the Customer to the BT Network and subsequently on to the Internet or, if applicable, the Customer Network.

2.3 BT Openzone includes connection to the BT Network and if required the Internet but does not include a connection from the BT Network to any Customer Network or any services once the Customer is connected to the Internet.

2.4 When a Customer is located within the radio frequency coverage area of a BT Site it may connect to BT Openzone using its computing equipment and login name and password.

2.5 BT Openzone is dependent on the suitability of 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.

2.6 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.

2.7 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.

3. DELIVERY OF THE SERVICE

3.1. Provisioning

(a) BT will provide the Customer with login names and passwords to use the Service. Existing BT Openzone Users subscribing to the BT Datazone Service will require new login names and passwords.

(b) BT provides a list of BT Sites offering availability of the Service published at the BT Openzone Web Page.

3.2 Fault Reporting

(a) BT will provide a Helpdesk for the reporting of faults in the Service. Upon initial fault diagnosis by BT, those faults that in BT’s opinion are not attributable to the Service will be referred back to the person who reported the fault.

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- (b) BT will take all reasonable steps to ensure that the Service meets an acceptable service standard but no specific guarantees of service standards are offered in respect of the Service. In particular BT offers no guarantee or warranty for the performance of the Internet or the Customer Network.

4. CUSTOMER RESPONSIBILITIES

- 4.1 The Customer is responsible at its own expense for having suitable computing equipment such as laptop or pocket personal computers with wireless LAN and associated software and configurations for use with the Service.
- 4.2 The Customer is responsible for the security and proper use of all login names and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
- 4.3 The Customer must immediately inform BT if there is any reason to believe that a login name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in a manner not authorised by BT.
- 4.4 The Customer must not change or attempt to change a login name. If a Customer forgets or loses a password or login name the Customer must contact BT and satisfy such security checks as BT may operate.
- 4.5 BT reserves the right to suspend login names and password access to the Service if at any time BT considers that there is or is likely to be a breach of security.
- 4.6 BT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.
- 4.7 The Customer must immediately inform BT of any changes to the information the Customer supplied when registering for the Service.
- 4.8 The Service does not prevent the Customer implementing additional security e.g. firewalls on the Customer's equipment or networks.

5. USE OF THE SERVICE

- 5.1 The Service must not be used in contravention of the Acceptable Use Policies located at www.btopenzone.com/terms/acceptable_use_policy.jsp, the acceptable use policies of any connected networks and the Internet standards. The Acceptable Use Policies may be amended from time to time. The Acceptable Use Policies also specify actions BT may take to ensure the Customer's compliance and by accepting these terms the Customer authorises BT to take such actions.

- 5.2 The Customer acknowledges that BT has no control over the information transmitted via the Service and that BT does not examine the use to which customers put the Service or the nature of the information they are sending or receiving. BT excludes all liability of any kind in relation to such information and use.

- 5.3 Subject to paragraph 13 of the Conditions, BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including internet registration authorities) or for faults in or failures of their equipment.

6. CHARGES

- 6.1 The charges for the Service are set out in the Charges Schedule and are:
- (a) on a per User basis;
 - (b) inclusive of the BT Openzone minutes per calendar month, if applicable, as set out in the Charges Schedule; and
 - (c) invoiced monthly in advance.
- 6.2 Any additional time and usage based Service charges including:
- (a) Roaming charges;
 - (b) BT Openzone usage not covered by the inclusive minutes detailed in the Charges Schedule; and
 - (c) data usage in excess of BT's reasonable business use limit described paragraph 6.3 below,
- will be invoiced in arrears.
- 6.3 The Datazone Unlimited and Datazone Lite Unlimited tariffs are subject to BT's reasonable business use policy set out in the Charges Schedule.

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- 6.4 Unless the Operational Service Date occurs on the 1st day of the calendar month, the BT Openzone inclusive minutes and charges described in paragraph 6.1(b) will be pro rated.
- 6.5 If the Customer terminates the Contract (or User accounts) under paragraph 16 of the Conditions, or if BT terminates for the Customer's breach under paragraph 17, before the end of the Minimum Period, the Customer agrees to pay the termination charges set out in the Charges Schedule.