



# Conditions for Business Mobile Services - Service Schedule for BT Business Mobile Broadband

## 1. DEFINITIONS

### In this Contract:

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

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

“**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](http://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.

“**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 use of BT Mobile Data where access is provided via an alternative mobile network service provider.

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

## 2. SERVICE DESCRIPTION

2.1 The Service is BT Business Mobile Broadband which comprises BT Mobile Data and BT Openzone.

2.2 BT Mobile Data includes a SIM Card and any data card or dongle described in the Charges Schedule.

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 the Customer may connect to BT Openzone using its computing equipment and login name and password.

2.5 BT Openzone cannot be accessed via any other wireless data service (WiFi) operator.

2.6 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.

2.7 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.

2.8 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

BT will provide the Customer with login names and passwords to use the Service. Existing BT Openzone users subscribing to the Service will require new login names and passwords.

### 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

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referred back to the person who reported the fault.

- (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 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.
- 5.2 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.