



# Service Schedule for BT Business Mobile Service

## 1. SERVICE DESCRIPTION

### General Description

1.1 The Service BT will provide to the Customer is a mobile wireless communications service which includes:

- (a) the ability to make and receive voice calls;
- (b) the ability to send and receive information (including messaging services such as SMS, Video Messaging, MMS or e-mail or accessing information from the internet);
- (c) the ability to make and receive Video Calls; and
- (d) any other facilities that BT agrees to provide under this Contract including Content.

1.2 BT will supply the Customer with a BT SIM Card and may supply a Device.

1.3 BT will try to provide uninterrupted service but the Customer understands and accepts that:

- (a) from time to time faults may occur; and
- (b) the Service may be impaired by:
  - (i) local geography and topography;
  - (ii) weather and/or atmospheric conditions;
  - (iii) degradation, congestion or maintenance requirements of the Network including but not limited to re-positioning and/or decommissioning of base stations;
  - (iv) other physical or electromagnetic obstructions or interference;
  - (v) faults in other telecommunications networks

to which the Network is connected;

(vi) the compatibility of the Customer Equipment used; and

(vii) any other conditions or circumstances beyond BT's control.

1.4 The Service is not available in all parts of the United Kingdom or in all other countries and may be restricted to certain areas within those countries where Service is available.

1.5 Where the Customer accesses the Service near the border of the Network and the network of a third party, the Customer agrees that:

(a) the Customer may not be able to access the Network but may instead access the 3rd party network; and

(b) usage will be charged at Roaming rates as set out in Section 10b of the BT Price List, once any allowance included in any applicable Roaming BT Business Mobile Extra has expired.

1.6 BT may refuse to provide any part of the Service to the Customer.

1.7 BT may provide Evaluation Devices under the Contract to enable the Customer to evaluate those Evaluation Devices. Evaluation Devices remain the property of BT.

1.8 The Customer agrees BT may migrate the Service to an alternative Network as determined by BT at any time and the Customer will cooperate with BT during the migration. The Customer will do (including but not limited to) the following:

(a) enable the required replacement of BT SIM Cards for the alternative Network;

(b) reload and/or amend specific settings on Devices and mobile devices not supplied by BT under the Contract; and

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- (c) arrange for mobile devices not supplied by BT under the Contract to be unlocked.

The Customer agrees and accepts that the Customer may require internet access in order to undertake the above and that the migration may mean a temporary interruption to the Service under Clause 3.11 (b) of the Conditions.

### Devices and Evaluation Devices

1.9 Where Devices and/or Evaluation Devices are provided under this Contract, Clauses 1.10 to 1.12 of this Service Schedule will apply in place of Clause 2.1 of the Conditions.

1.10 For any BT SIM Cards, Devices, BT Equipment and Evaluation Devices supplied under this Contract:

- (a) BT may at its option make partial shipments for the delivery of the Devices, BT SIM Cards, BT Equipment and/or Evaluation Devices;
- (b) risk passes and acceptance takes place at the time of delivery;
- (c) BT will not guarantee the continuing availability of any Device, BT Equipment and/or Evaluation Device. BT may add to, substitute or discontinue Devices BT Equipment and/or Evaluation Devices;
- (d) BT will have no liability for faults in devices not provided by BT or for any faults in the network service to those devices provided by an alternative mobile service provider.

### Devices, Evaluation Devices, BT Equipment and BT SIM Cards

1.11 For any BT SIM Cards, BT Equipment, Devices and Evaluation Devices title will pass as follows:

- (a) Charged Devices - title (excluding the Intellectual Property Rights) will pass to the Customer on payment of the charge;

- (b) Funded Devices – title (excluding the Intellectual Property Rights) will pass to the Customer on delivery;

- (c) BT SIM Cards, BT Equipment and Evaluation Devices (including the Intellectual Property Rights) – title will not pass to the Customer at any time. The BT SIM Card remains BT's property at all times. The Customer agrees to return a BT SIM Card to BT if requested to do so;

- (d) The Customer will not sell, charge, assign, transfer or dispose of or part with possession or encumber in any way Charged Devices (until title passes under Clause 1.11 (a) of this Service Schedule), BT SIM Cards, BT Equipment and Evaluation Devices, and

- (i) the Charged Device, Evaluation Device, BT Equipment or BT SIM Card will appear in the Customer's books in the name of BT; and

- (ii) in the event of bankruptcy or threatened seizure of the Charged Device, Evaluation Device, BT Equipment or BT SIM Card, the Customer will immediately notify BT and BT may take action to repossess the Charged Device, BT Equipment, Evaluation Device or BT SIM Card. The Customer will also notify interested third parties of BT's ownership of the Charged Device, Evaluation Device, BT Equipment or BT SIM Card.

- (e) If there is a pricing error, or the manufacturer or distributor of a Device increases their charges once the Customer has placed an order, BT will not be obliged to sell the Device to the Customer at the original charges. In this event BT will give the Customer the option to cancel the affected part of its order within 5 days of the price increase with no further liability to BT.

- (f) Where the Customer applies to a third party finance house or other third party for financial facilities related to

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the supply of a Device, the terms of this Contract (with the exception of Clause 1.20 of this Service Schedule) will not apply to the provision of that Device which will instead be subject to BT's Conditions of Supply (where Customer applies to a third party finance house or other third party for financial facilities) – Mobile Devices located at [www.bt.com/terms](http://www.bt.com/terms) under the heading Mobile Services.

### Evaluation Devices

1.12 For any Evaluation Devices provided under this Contract:

- (a) The Customer will:
  - (i) keep the Evaluation Device safe and only use it in accordance with any instructions BT may give;
  - (ii) only use or allow the Evaluation Device to be used for any purpose for which it is designed;
  - (iii) not claim to be the owner of the Evaluation Device;
  - (iv) not allow any lien, encumbrance or security interest over the Evaluation Device, nor pledge the credit of BT for the repair of the Evaluation Device or otherwise; and
  - (v) indemnify BT against all claims and proceedings arising from the Customer's use of the Evaluation Device or if the Evaluation Device is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep BT informed of anything which may affect the rights of BT, or involve BT in any proceedings, loss or liability.
- (b) In consideration of BT providing Evaluation Devices under the Contract, the Customer agrees to complete any questionnaires, reviews

or other documents requested by BT or its Supplier.

- (c) The Customer will return the Evaluation Device to BT or its Supplier upon request, which may be by letter or email. Where the Customer:
  - (i) fails to return the Evaluation Device within 5 days of the request; or
  - (ii) upon return of the Evaluation Device, BT finds that the Evaluation Device is damaged and this is in BT's reasonable opinion due to accidental or wilful damage; interference with or maintenance of the Evaluation Device by persons other than BT; or a failure by the Customer to keep the Evaluation Device in accordance with Clause 1.12 of this Service Schedule,

BT will apply a charge for the Evaluation Device as detailed in the BT Evaluation Mobile Device Price List in Section 10b of the BT Price List.

- (d) The Customer will return the Evaluation Device by recorded delivery that includes compensation insurance to the value set out in Section 10b of the BT Price List. Any charges incurred for the return of the Evaluation Device will be the responsibility of the Customer.
- (e) BT SIM Cards will not be provided for the Evaluation Devices.

### Video Calls

1.13 Where the Service includes the transmission of Video Calls the following additional Clauses will apply:

- (a) In order to make or receive a Video Call, both the caller and the recipient must have a 3G or 4G BT SIM Card and Device, appropriate video enabled equipment and be in a 3G or 4G coverage area during a Video Call.
- (b) A Video Call will terminate if the caller or recipient leaves a 3G or 4G

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coverage area. Coverage area maps are available on [www.bt.com](http://www.bt.com) or any other website that may replace it.

### BT Mobile Data

1.14 Where the Service includes BT Mobile Data, the following additional Clauses will apply:

- (a) the reasonable business use policy set out in Clause 5.9 of this Service Schedule will apply to BT Mobile Data; and
- (b) BT does not guarantee the quality of Voice over Internet Protocol ("VoIP"), Internet Protocol ("IP") Telephony, Video streaming or Television streaming services transmitted via the Service.

### BlackBerry Services

1.15 Where the Service includes the following BlackBerry Services, the following additional Clauses will apply:

BlackBerry Internet Service (BIS)
BlackBerry Enterprise Server Express (BESx)
BlackBerry 10

- (a) The Service uses wireless technology to enable customers to send and receive data including email, IM, Texts and MMS by means of the BlackBerry Handset when used with the BT SIM Card. The Service is provided over a mobile data connection and operates with POP3 and IMAP4 enabled mailboxes.
- (b) The Service comprises a mobile data connection, BT SIM Card and may include a BlackBerry Handset appropriate to the Operating System.
- (c) Subject to the capability of the Customer's equipment or BlackBerry Handset, voice service may also be available with the Service. There is no separate voice device provided.

### BlackBerry Operating System (BBOS) and BlackBerry 10

- (d) BlackBerry Handsets use one of the following Operating Systems:

- (i) BlackBerry Operating System (BBOS); or

- (ii) BlackBerry 10 Operating System.

The BlackBerry Services available to the Customer are dependent upon which Operating System applies to the BlackBerry Handset.

<b>Operating System</b>	BlackBerry Operating System (BBOS)
<b>Available Services</b>	BlackBerry Internet Service (BIS)
	BlackBerry Enterprise Server Express (BESx)

<b>Operating System</b>	BlackBerry 10 Operating System
<b>Available Services</b>	BlackBerry 10

### BlackBerry Internet Service (BIS)

- (e) Where the Service includes BlackBerry Internet Service, the following additional Clauses apply:
  - (i) In addition to the facilities set out in Clause 1.15 (a) of this Service Schedule, The Customer may browse the internet using the BlackBerry web browser (for BIS) and internet access.

### BlackBerry 10

- (f) Where the Service includes BlackBerry 10 the following applies:
  - (i) the Service operates with POP3 and IMAP4 enabled mailboxes and ActiveSync; and
  - (ii) the Customer is responsible for ensuring that the Customer has a suitable POP3 or IMAP4 enabled mailbox or their exchange service is enabled for ActiveSync.

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### BlackBerry Enterprise Server Express (BESx)

- (g) The following additional Clauses apply to BlackBerry Enterprise Server Express (BESx):
- (i) In addition to the facilities set out in Clauses 1.15 (a) and (e) of this Service Schedule, BlackBerry Enterprise Server Express (BESx) provides BIS customers with advanced features including full email, calendar and contacts wireless synchronisation, security policies and BT Support.
  - (ii) The Service:
    - i. is only available to customers who have BIS;
    - ii. needs a Microsoft Exchange server to use the service;
    - iii. supports up to 75 BlackBerry Handset users. For more than 75 users a separate server is required; and
    - iv. 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.
  - (iii) Upon termination of BIS, support for BlackBerry Enterprise Server Express (BESx) will terminate and any applicable termination charges for BlackBerry Enterprise Server Express (BESx) will apply in addition to any applicable termination charges for BIS.
- (iv) Further technical information, system requirements and specifications can be found at [www.BlackBerry.com/besx](http://www.BlackBerry.com/besx).
- (v) In order to use BlackBerry Enterprise Server Express (BESx) the Customer must download the BES Express Software in accordance with Clause 1.15 (h) to (n) of this Service Schedule.

### BlackBerry Software

- (h) The Customer acknowledges and agrees that the Customer will download the applicable BlackBerry Software from <http://uk.blackberry.com> or via an e-mail link sent by BT to the Customer.
- (i) The BlackBerry Software above is provided by and licensed by BlackBerry Limited and the Customer will accept the terms of any licence agreement applicable to the BlackBerry Software above in order to use the Service. The BlackBerry Software 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 BlackBerry Software licence agreement is also indicated by the Customer’s installation and use of the BlackBerry Software. BT has no responsibility for any failures in the BlackBerry Software.
- (j) The Customer is responsible for ensuring the use of the Mobile Device and any BlackBerry Software in accordance with any licence or user guide or other reasonable instruction of any manufacturer or supplier or BT.
- (k) Where a charge applies to the BlackBerry Software the Customer will pay the applicable charge to BT. Any failure to pay the Charge will be dealt with by BT in accordance with Clause 4 of the Conditions.

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- (l) Upgrades and updates of the BlackBerry Software may be subject to additional charges.
- (m) Where in order to use the BlackBerry Software or the BlackBerry Service the Customer is required to download an application to a Mobile Device, the Customer will download the application from the relevant application store.
- (n) BT will not be liable for any failures in the BlackBerry Software.

### BlackBerry - Customer Obligations

- (o) The Customer is responsible for:
  - (i) complying with any minimum technical requirements set out at <http://uk.blackberry.com>;
  - (ii) downloading the applicable BlackBerry Software;
  - (iii) ensuring that the Customer has a suitable IM account for the use of IM;
  - (iv) making available suitable mailboxes as follows:

BlackBerry Service	Email Protocol
BlackBerry Internet Service (BIS)	POP3 or IMAP
BlackBerry Enterprise Server Express (BESx)	POP3 or IMAP
BlackBerry 10	POP3, IMAP & ActiveSync

- (v) checking with the Customer's ISP whether the Mobile Device or BlackBerry Handset may be used with that ISP's services and whether any limitations or restrictions apply;
- (vi) backing up any data prior to commencement of the BlackBerry Service.

- (p) The Customer agrees:

- (i) to use the BlackBerry Service only for the purposes of sending, receiving, storing and processing data and voice services;
- (ii) not to use the BlackBerry Handset for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons;
- (iii) not to re-export the BlackBerry Handset if it is known or suspected that it is intended or likely to be used for the purpose set out in Clause 1.15 (p) (ii) above;
- (iv) not to use the BlackBerry Handset in any nuclear explosive activity or unsafe guarded nuclear fuel cycle activity; and
- (v) to 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.

- (q) The Customer acknowledges that:

- (i) texts and emails are retained on BlackBerry Handsets and Mobile Devices when they are turned off or the BT SIM Card removed; and
- (ii) the BT SIM Card provided with the BlackBerry Handset or Mobile Device is linked to that device and transfer to any other device has to be undertaken at [www.bt.blackberry.com](http://www.bt.blackberry.com) or any other url that BT may notify to the Customer.

- (r) The Customer acknowledges and agrees that BT has no liability where BlackBerry Limited fail to provide the BlackBerry Service or withdraw the BlackBerry Service and will not in these circumstances refund any

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monies paid by the Customer for BlackBerry Software.

(g) Existing BT Wi-fi users subscribing to the Service will require new login names and passwords.

### BT Wi-fi

1.16 Where the Service includes BT Wi-fi, the following additional Clauses will apply:

- (a) BT Wi-fi includes connection to the Wi-fi Network and if required the internet, but does not include a connection from the Wi-fi 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 Wi-fi using its computing equipment and login name and password. From time to time BT may seek to restrict access to, or respond to a request from a BT Wi-fi Partner to restrict access to a limited number of websites at a BT Site. The implementation of any restricted access to a website will be at BT's sole discretion.
- (c) BT Wi-fi 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 will 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.
- (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 ensure adequate internal security policies are implemented to stop unlawful access to or use of the Service.

### BT Business Mobile Broadband

1.17 Where the Service includes BT Business Mobile Broadband the following additional Clauses will apply:

- (a) BT Business Mobile Broadband comprises BT Mobile Data and BT Wi-fi.
- (b) The Customer will at its own expense ensure it has suitable computing equipment such as laptop or pocket personal computers with wireless LAN and associated software and configurations for use with the Service.

### Voicemail

1.18 BT may suspend a voicemail box where it has been inactive for a period of 3 consecutive months.

### BT Signal Assist and BT Office Signal Assist

1.19 The following definition(s) and Clauses will apply to BT Signal Assist and BT Office Signal Assist:

- (a) BT Signal Assist and BT Office Signal Assist comprise the provision of On Site Transmission Equipment that plugs into the Customer's broadband line to enhance the Network signal indoors within the Customer's premises. BT does not guarantee that installation of the On Site Transmission Equipment will improve the Network signal throughout the Site. The On Site Transmission Equipment remains BT's property as set out in Clause 1.11 of this Service Schedule.
- (b) The On Site Transmission Equipment:
  - (i) is only compatible with the Network and cannot be used with other telecommunication networks;

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- (ii) will only be used in the United Kingdom and in accordance with the guidelines, instructions and other specifications provided with the On Site Transmission Equipment or as may be provided by BT from time to time;
  - (iii) for BT Signal Assist supports up to 4 concurrent voice calls or data sessions or a mix of the two;
  - (iv) for BT Signal Office Signal Assist supports up to 16 concurrent voice calls or data sessions or a mix of the two;
  - (v) requires broadband speeds of at least 1.5 Mbps downlink and 0.3Mbps uplink speeds for BT Signal Assist and 4Mbps downlink and 2Mbps uplink speeds for BT Office Signal Assist. The On Site Transmission Equipment is dependent on the broadband connection, and interruptions affecting the Customer's broadband or power will impact the operation of the On Site Transmission Equipment;
  - (vi) requires a compatible 3G or 4G Device and will only support calls over 3G; and
  - (vii) will be provided in "open mode". A device with an EE, T-Mobile or Orange SIM card within the range of the On Site Transmission Equipment will be able to use the signal generated from the On Site Transmission Equipment. This will impact the data usage on the broadband connection.
- (c) From time to time:
- (i) BT may access the On Site Transmission Equipment remotely in order to provide updates to the On Site Transmission Equipment; and
  - (ii) BT and Ofcom may require access to the On Site Transmission Equipment to ensure that the On Site Transmission Equipment is being used in accordance with this Clause 1.19, has not been modified and is not causing or contributing to undue interference with other radio equipment.
- (d) BT retains the right to suspend Service to the On Site Transmission Equipment where there has been no activity on the On Site Transmission Equipment for three consecutive months. During any period of suspension, the Customer will not be able to use the On Site Transmission Equipment to make emergency calls.
- (e) BT will terminate Service to the On Site Transmission Equipment where:
- (i) the On Site Transmission Equipment becomes permanently incompatible with the Network; or
  - (ii) there is a breach of this Contract; or
  - (iii) BT is directed to do so by Ofcom; or
  - (iv) the Customer's contract for access to the Network is terminated.
- (f) Where Service to the On Site Transmission Equipment is terminated under Clause 1.19 (e), BT may on written notice request return of the On Site Transmission Equipment which will be at the Customer's expense. Where Service to the On Site Transmission Equipment is terminated under Clause 1.19 (e) (ii) and (iv) within the Minimum Period, the Customer may be liable for early termination charges as set out in the BT Price List or the Charges Schedule (where one is provided).
- BT Signal Assist and BT Office Signal Assist Service Start Date**

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- (g) The Service Start Date for BT Signal Assist and BT Office Signal Assist will be the date BT communicates its acceptance of the Customer's order for the Service. This applies irrespective of when the Customer starts to use BT Signal Assist or BT Office Signal Assist.

out above, functionality of the On Site Transmission Equipment may be impacted by modems or other systems used by broadband providers other than BT; and

### BT Signal Assist Customer responsibilities

- (h) The Customer is responsible for:
- (i) preparing the Site in accordance with Clauses 2.4 and 2.5 of the Conditions to enable installation of the On Site Transmission Equipment;
  - (ii) installing the On Site Transmission Equipment for BT Signal Assist in accordance with the documentation provided with the On Site Transmission Equipment;
  - (iii) allowing access to the Site in accordance with Clause 2.4 of the Conditions to enable BT to install the On Site Transmission Equipment for BT Office Signal Assist;
  - (iv) providing a suitable place and conditions for the On Site Transmission Equipment in accordance with Clause 2.4 of the Conditions;
  - (v) compliance with Clause 2.8 of the Conditions where the On Site Transmission Equipment is removed;
  - (vi) registering the On Site Transmission Equipment in accordance with instructions provided with the On Site Transmission Equipment;
  - (vii) ensuring that the:
    - i. Customer has broadband that is compatible with the On Site Transmission Equipment. In addition to the speed limitations set

- ii. On Site Transmission Equipment is not modified in any way.

- (viii) notifying BT of any suspected or unauthorised use of the On Site Transmission Equipment.

- (i) It is a condition of the Service that the Customer will provide BT with details of the location of the On Site Transmission Equipment and keep BT updated with any changes to its location prior to the change in location.

- (j) The Customer will notify BT if it believes that the On Site Transmission Equipment or the Service is being used for fraudulent or illegal purposes.

- (k) The Service will not be used in any way which BT thinks may damage or affect the operation of the Network.

### BT Signal Assist and BT Office Signal Assist Emergency Calls

- (l) There may be circumstances when a BT SIM Card will not be able to make 999 or 112 emergency calls using BT Signal Assist and BT Office Signal Assist and/or when emergency organisations will not be able to automatically locate the correct geographic position of the BT SIM Card. BT recommends that:

- (i) The Customer makes alternative arrangements to cover circumstances such as a loss of mains electricity; and

- (ii) The Customer maintains a primary fixed telephone line.

### Apple iPad

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1.20 Where the Service includes the provision of an Apple iPad Tablet (“iPad”) the following additional Clauses will apply:

- (a) The Customer will not resell, rent, lease, or otherwise distribute the iPad outside of the EU or the European Free Trade Area (EFTA) without the written consent of BT;
- (b) The Customer will notify BT of any suspected defects in the iPad, any violations of the manufacturer’s or BT’s rights, including end user licence agreements for the iPad, or any claims or proceedings concerning the iPad;
- (c) The Customer acknowledges that the iPad, and technical information (including, but not limited to, service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of other countries, and any use or transfer of the iPad, and technical information must be in compliance with all applicable regulations and international trade sanctions. The Customer will not use, distribute, transfer, or transmit the iPad, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by BT, the Customer will sign written assurances and other export-related documents as may be required to comply with all applicable export regulations;
- (d) The Customer will leave all notices, labels, packaging, warranties, disclaimers and licence agreements intact as shipped to them;
- (e) Except as may be agreed in writing by BT, nothing in this Contract confers any rights on the Customer, its agents, employees or contractors to use either the manufacturer’s or BT’s logos, trademarks or other intellectual property associated with such parties.

1.21 Where the Service includes the provision of an Apple iPhone Device (“iPhone”) the following additional Clauses will apply:

- (a) The Customer will not resell, rent, lease, or otherwise distribute the iPhone outside of the EU or the European Free Trade Area (EFTA) without the written consent of BT;
- (b) The Customer acknowledges that the iPhone, and technical information (including, but not limited to, service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of other countries, and any use or transfer of the iPhone, and technical information must be in compliance with all applicable regulations and international trade sanctions. The Customer will not use, distribute, transfer, transmit, export or re-export the iPhone, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by BT, the Customer will sign written assurances and other export-related documents as may be required to comply with all applicable export regulations;
- (c) The Customer will leave all notices, labels, packaging, in-box materials, warranties, disclaimers and licence agreements intact as shipped to them and shall not remove, obscure or add any mark to the iPhone or related material;
- (d) Except as may be agreed in writing by BT, nothing in this Contract confers any rights on the Customer, its agents, employees or contractors to use either the manufacturer’s or BT’s logos, trademarks or other intellectual property associated with such parties;
- (e) BT may charge an additional fee for excess airtime minutes, data transport, SMS messages, or MMS messages if the Customer’s iPhone usage exceeds the limits set out by BT in the Contract;

### Apple iPhone

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- (f) The Customer accepts the Apple standard warranty which is available at <https://www.apple.com/legal/warranty/products/uk-ireland-universal-warranty.html>;
  - (g) The Customer will report any faults in the iPhone Device in accordance with Clause 2, below;
  - (h) The Customer agrees and will accept the applicable end-user software license agreement on the initial start-up of the iPhone. The end-user software license agreement is available at <https://www.apple.com/legal/sla/>;
  - (i) The Customer will comply with any safety notices or requirement for the implementation of safety changes to the iPhone that BT communicates to the Customer. The Customer will comply with any instructions given by BT and allow BT to assist the Customer with the implementation of safety changes including any recalls of iPhones. The Customer will provide information to BT on the progress of such safety changes as BT requires.
- (b) the fault is not due to accidental or wilful damage; interference with or maintenance of the Device by persons other than BT; or
  - (c) the fault is not due to faulty design by the Customer where the Device has been manufactured to the Customer's design; or
  - (d) the Device has not been tampered with so as to invalidate the guarantee.
- 2.3 This guarantee does not cover fair wear and tear.
- 2.4 Unless agreed otherwise by BT in writing, where the Device is installed by the Customer, the Customer will normally be required to return faulty Devices to BT (where necessary, by arrangement with the Customer).
- 2.5 If the Customer reports a fault and BT finds there is none or the fault falls outside of the guarantee, BT may apply a charge.
- 2.6 The Customer acknowledges that it has carried out its own investigations as to the suitability of any Customer Equipment used with the Service and that BT has made no representations or warranties in relation to the suitability of the Service for use with the Customer's Equipment (or vice versa).

## 2 FAULTS

### Faults in the Service

- 2.1 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.

### Faults in the Device

- 2.2 BT will pass on to the Customer the benefits of any warranty or guarantee that it has obtained from its supplier on the same terms, provided that:
- (a) the Device has been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any, and has not been modified except with BT's written consent; or

### Faults in an Evaluation Device

- 2.7 BT will replace a faulty Evaluation Device provided that:
- (a) the Evaluation Device has been properly kept, used and maintained in accordance with the manufacturer's or BT's instructions, if any, and has not been modified except with BT's or manufacturer's written consent; and
  - (b) any fault is not due to accidental or wilful damage; interference with or maintenance of the Evaluation Device by persons other than BT or the Evaluation Device manufacturer.

### Faults in Devices and Evaluation Devices

- 2.8 Where BT opts to replace the faulty Device or faulty Evaluation Device, BT may provide a Refurbished Device.

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## Software Faults

- 2.9 BT will not warrant that Software supplied under the Contract will be free of faults or that its use will be uninterrupted, but BT will remedy those defects which significantly impair performance (where necessary by arrangement with the Customer) within a reasonable time.

## Faults in the BT SIM Card

- 2.10 Where a BT SIM Card is faulty and the fault is due to the Customer adapting or modifying the BT SIM Card, BT will charge for any replacement BT SIM Card. Where the BT SIM Card has been adapted or modified, BT will not be responsible for replacing any Device previously provided with the BT SIM Card or for providing a new device.

## 3. OPERATIONAL CHANGES

- 3.1 Occasionally, BT may:
- (a) bar certain numbers from the Service on a temporary or permanent basis; or
  - (b) reduce the number and length of voice and text messages that can be left on the Service.

## 4. MONITORING CALLS AND USE OF INFORMATION

- 4.1 BT will use information BT has about the Customer and the Customer's use of the Service for marketing purposes. Unless the Customer advises otherwise in writing to the Helpdesk BT will assume that the Customer has given consent. The Customer will quote the mobile phone number in any correspondence.
- 4.2 Where the Customer wishes to make international calls or use Roaming BT may be required to provide the Customer's personal information to other companies which may be outside the European Union ("EU"). The Customer should be aware that outside the EU standards of protection for personal information might be lower than that provided by the Data Protection Act 1998.

## 5. USE OF THE SERVICE

### Numbers

- 5.1 BT will allocate a number for each Connection. The number does not belong to the Customer and may only be transferred to another service provider in certain circumstances, further details of which are available from the Helpdesk.

- 5.2 Where the Customer wishes to port numbers to BT, the Customer will be responsible for reaching any commercial agreement with the suppliers of the services to which those numbers apply, including terminating those services and the payment of any associated early termination charges.

### Roaming

- 5.3 Where the Customer wishes to make international calls or use Roaming BT may ask the Customer to demonstrate a satisfactory billing history or to pay a deposit which may be used to offset the cost of those calls. Except as set out in Clauses 5.5-5.7 below, if the Customer uses the BT SIM Card abroad the Customer will be charged for incoming calls. Roaming calls may also take longer to be billed.

- 5.4 The Customer will comply with any security or other provisions in relation to Roaming provided by BT from time to time.

#### Roam Like At Home

- 5.5 The Customer may use any inclusive voice, text or data usage allowance provided in their chosen pricing packages whilst Roaming in the Europe Zone unless they opt for an alternative tariff, and subject to the fair use policy set out below ("Roam Like At Home").

- 5.6 The Customer may not use such allowances outside the Europe Zone.

- 5.7 All Roaming rates including those for Roaming outside the Europe Zone are set out in Section 10b of the BT Price List,

- 5.8 BT will charge the Customer the Charges set out in Section 10b BT Price List if they go over their usage allowance when they Roam Like At Home.

## Service Schedule for BT Business Mobile Service

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### Roam Like At Home Fair Use Policy

5.9 The Customer and their Users will comply with the fair use policy. The Customer will:

- (a) be a permanent resident or have Stable Links in the UK;
- (b) spend a total of two months or more during any four month period within the UK;
- (c) mainly use their inclusive voice, text or data usage allowances in the UK, rather than while they are Roaming;
- (d) not exceed any applicable data usage limits as set out in the BT Price List. If they do, BT will apply a surcharge; and
- (e) not use the Service for organised resale of SIM Cards for permanent use in other countries. If they do, BT may apply immediate sanctions as set out in the Conditions.

5.10 BT will monitor the Customer's usage pattern for four months if BT reasonably believes there is a breach of the fair use policy as set out in Paragraph 5.9 (a)-(c). If, during this four month period, BT believes or knows that the Customer may have breached Paragraph 5.9 (a)-(c) the following will apply.

BT:

- (a) will ask the Customer to explain the reasons for this;
- (b) will set out the type of proof the Customer may use to satisfy BT that they are using the Service as they should;
- (c) may apply a surcharge for all future Roam Like At Home usage and/or suspend or terminate the Contract if they don't contact BT within 14 days or if BT thinks that their explanation for their use of the service is unreasonable. Surcharges will be set out in the BT Price List.

5.11 The Customer may invoke the dispute resolution process set out in the Conditions if they dispute that they have breached the fair use policy.

### Proper Use

5.5 The Customer will not:

- (a) connect, continue connection or knowingly allow any third party to connect or continue the connection of:
  - (i) any GSM Gateway; or
  - (ii) any device used to forward or divert calls, texts or data with the intention of reducing charges for that call, text or data; or
  - (iii) any BT SIM Card used with an application enabling the making of automated calls and sending of automated data and texts,

to the Network. Where BT reasonably believes that the Customer is in breach of Clause 5.5 (a) of this Service Schedule, the Customer will provide, at BT's request, details of the means by which text and data is sent or calls made;

- (b) duplicate or replicate BT SIM Cards (or any part thereof) or undertake any similar activity or fraud in relation to BT SIM Cards;
- (c) use the Service to share Content which is copyright protected;
- (d) undertake Permanent Roaming Activity;
- (e) re-sell, transfer, assign or sub-licence the Service (or any part of it) or the associated software to anyone else;
- (f) use the Service to send unsolicited communications without the receiver's consent and the Customer will provide BT with evidence of the process used to obtain such consent if requested to do so by BT;
- (g) use the Service to make nuisance or hoax calls or texts;
- (h) knowingly distribute malicious software or permit hacking or unauthorised modification of any Device, Software or of the Network.

## Service Schedule for BT Business Mobile Service

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- 5.6 The Customer will:
- (a) take adequate precautions to prevent damage to or unauthorised use of or theft of the BT SIM Card or Device;
  - (b) inform BT immediately by telephone if the BT SIM Card or Device is lost, stolen, damaged or destroyed or is likely to be used in an unauthorised manner;
  - (c) implement its own data archiving and data back-up processes. The Customer acknowledges that it may be required to restore data from its back-up to relevant systems to enable a Service to continue to be provided; and
  - (d) use the Service in accordance with any applicable Annex.
- 5.7 The Customer will obtain and keep in force any licence necessary for the Customer to use the Service and/or Devices in any country in which it is provided.
- 5.8 The Customer will indemnify BT against any or all claims and proceedings arising from any breach of Clauses 1.19 (h) to (k), 5.5, 5.6 and 5.7 inclusive of this Service Schedule.
- 5.9 The Service may be subject to reasonable business use details of which are set out in the Welcome Letter or the Charges Schedule (where one is provided) and/or Section 10b of the BT Price List. If the Customer's usage exceeds the reasonable business use parameters set out in the Welcome Letter or Charges Schedule (where one is provided) and/or the BT Price List BT may:
- (a) monitor and investigate the Customer's usage; and
  - (b) suspend and/or withdraw the Service from any individual BT SIM Card, or all BT SIM Cards; and/or
  - (c) apply an alternative 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 Welcome Letter or Charges Schedule (where one is provided) and/or the BT Price List.
  - (e) in the case of Roaming apply a surcharge and/or suspend or terminate the Contract as set out in Clause xxxx.
- BT may modify the above classification of reasonable business use on 28 days written notice.
- 5.10 Where BT provides the Service for use by the Customer with other applications, products, and services, BT will not be responsible for the performance of these applications, products and services.
- 5.11 The Customer will obtain BT's approval for the use of any other equipment or mobile phones it wishes to connect to or use with the Service. BT may disconnect the Service if the Customer uses or allows a third party to use the Service with unapproved equipment or mobile phones.
- 5.12 BT's provision of the Service to the Customer may be subject to export control law and regulations. BT does not represent that any necessary approvals and licences will be granted. The Customer will provide reasonable assistance to BT to obtain any necessary consents. If, through no fault of BT, any necessary consents are not granted, then BT may terminate this Contract or the provision of the Service under it (as appropriate) without any liability to the Customer.
- ## 6. CHARGES AND PAYMENTS
- ### Charges
- 6.1 The Customer will pay the charges for the Service in accordance with the Welcome Letter or the Charges Schedule (where one is provided) and/or Section 10b of the BT Price List, or as BT notifies the Customer from time to time.
- 6.2 If the BT SIM Card or Device is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner the Customer will

## Service Schedule for BT Business Mobile Service

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pay any charges incurred until the Customer informs BT.

6.3 BT may apply a usage limit to the Customer's account and/or BT SIM Cards (details of which are set out on bt.com). If the usage limit is exceeded BT may:

- (a) suspend the Customer's Service; and/or
- (b) charge for usage in excess of the usage limit.

BT may alter the usage limit by advising the Customer via bt.com.

6.4 The Customer acknowledges that:

- (a) BT's billing system is not instantly updated each time the Customer uses the Service. BT will not be able to advise at any particular time if the Customer has exceeded the usage limit, particularly when making international calls or using Roaming;
- (b) the Customer will ensure that the tariff is suitable for the Customer's requirements, including the use of the BT SIM Card with any equipment that may incur high data usage; and
- (c) the Customer will monitor its usage whether or not BT has applied a usage limit.

### Billing

6.5 BT will bill the Customer monthly on or around the same date each month. The Customer's first bill may cover a period of more than one month. BT may apply a charge for providing paper bills. Details of the charge are set out in Section 15 of the BT Price List.

### Payment

6.6 Unless otherwise agreed by BT, all payments will be made by Direct Debit, and the Customer will pay the bill by the date stated on the bill.

6.7 The payment processing fee payable in accordance with Clause 4.14 of the Conditions is set out in Section 15 of the BT Price List.

### Early Termination Charges

6.8 Subject to Clause 6.5 of the Conditions:

- (a) Where a Connection is terminated within its Minimum Term for any reason the Customer will pay an early termination charge equal to the outstanding monthly subscription charge (including those applicable to any options taken on the terminated Connection) due to the end of the Minimum Term of the terminated Connection.
- (b) Where the Contract, the Service or part of a Service is terminated during the Minimum Period, the Customer will pay an early termination charge equal to the outstanding subscription charges due to the end of the Minimum Period for any terminated Service or part of a Service. These charges will exclude any charges applied under (a) above.

BT will provide details of the monthly subscription in Section 10b of the BT Price List or the Charges Schedule (where one is provided).

### Number Porting Compensation Scheme

6.9 Where the Customer wishes to port their existing mobile number from their previous service provider to BT:

- (a) the Customer will provide BT with accurate and full details of the number(s) to be ported;
- (b) BT will provide the Customer with a Port Date.

6.10 If BT fails to port the number by the Port Date, the Customer may claim a daily rate compensation equal to:

- (a) the Monthly Subscription Charge as specified in the Charges Schedule (where one is provided) and/or Section 10b of the BT Price List divided by 30; or
- (b) one thirtieth of £4.00,

## Service Schedule for BT Business Mobile Service

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whichever is the greater.

6.11 The Customer will not be entitled to claim compensation as set out in Clause 6.10 of this Service Schedule if in BT's reasonable opinion:

- (a) someone other than BT causes a delay or prevents BT from porting the number;
- (b) the SIM is not received by the Customer in time for BT to port the number;
- (c) the Customer fails to:
  - (i) follow instructions provided by BT to active the mobile by the Port Date;
  - (ii) provide BT with accurate and full details of the number(s) to be ported;
  - (iii) provide consent to BT to allow the number to be ported;
  - (iv) co-operate with BT and liaise with their previous service provider where necessary and when requested to do so by BT,

to enable the number to be ported by the Port Date; and

- (d) the number has been ported by the Port Date but any other part of the Service, such as, but not limited to voicemail, is unavailable.

### Payment of Claims

6.12 BT will normally apply any amount that BT owes to the Customer under Clause 6.10 of this Service Schedule as a credit on the Customer's subsequent mobile phone bill.

## 7. CANCELLATION

7.1 BT may cancel an order at any time with no liability to the Customer if a manufacturer or distributor of a Device or Evaluation Device withdraws a product or declines to accept an order for the Device or Evaluation Device from BT.

## 8. SUSPENSION, BARRING AND DISCONNECTION

8.1 BT may bar the Customer's BT SIM Card preventing the Customer from making calls (other than to the emergency services), disconnect it from the Network or suspend the Service:

- (a) if the Customer fails to comply with Clauses 3.3 and 3.4 of the Conditions, Clauses 1.19 (h) to (k), 5.4 to 5.12 of this Service Schedule and the terms set out in the Annex (where the Annex applies);
- (b) in the event of loss or theft of the BT SIM Card or Device;
- (c) if BT has reasonable cause to suspect fraudulent use of the Customer's BT SIM Card or Device; or
- (d) upon instruction by emergency services or any other government, regulatory or appropriate authority.

8.2 The Customer will pay an unbarring charge and, if applicable, a re-connection charge if the Service is temporarily barred and/or the BT SIM Card is disconnected from the Network for the reasons stated in Clause 8.1 of this Service Schedule. If BT has barred or disconnected the Service BT will not re-provide it unless the Customer complies with the terms of the Contract or satisfies BT that the Customer will do so in future, or that the Service will not be used again in a way that is forbidden. BT may require the Customer to authorise a direct debit authority for the payment of such charges.

8.3 If BT bars the BT SIM Card, disconnects it from the Network or suspends the Service, the Contract will continue. The Customer will pay all charges until the Contract is ended by notice under Clause 6 of the Conditions.

## 9. LIMITATION OF LIABILITY

9.1 Subject to Clause 9.2 of this Schedule, the limit of liability under Clause 7.2 of the Conditions is:

- (a) £250,000 for loss of or damage to physical property; and

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- (b) £250,000 for all other direct loss or damage arising from any one incident or series of connected incidents and £500,000 for all incidents in any period of 12 months.

9.2 BT's sole liability for the failures detailed in the Number Porting Compensation Scheme is limited to the amounts payable to the Customer as set out in Clause 6.10 of this Service Schedule. Any amounts paid by BT under the Number Porting Compensation Scheme will reduce by the same amount BT's limit of liability under Clause 9.1 of this Schedule.

## 10. AMENDMENTS TO THE CONDITIONS

### Consequences of ending the Contract

10.1 Clause 6 of the Conditions is amended as follows:

Add an additional Clause 6.8:

At BT's option and at the Customer's expense, the Customer will provide BT with access to the Site in accordance with Clauses 2.4, 2.6 and 2.8 of the Conditions to remove the BT Equipment. Where the Customer does not provide BT with access or unduly delays allowing access, BT will charge the Customer its reasonable costs for replacing the BT Equipment.

### Changing the Contract

10.2 Clause 5 of the Conditions is replaced as follows:

A new Clause 5.1:

Where the Customer orders an additional option to be applied to a Connection provided under this Contract, the terms and conditions applicable to that option will apply and will be incorporated into the Customer's Contract. The terms and conditions applicable to that additional option will be as detailed in the Welcome Letter, Charges Schedule or Section 10b of the BT Price List.

The following Clause of the Conditions is re-numbered as 5.2:

BT can change the Contract (including the charges at any time and will publish any change in line with Clause 5.3.

Clause 5.2 of the Conditions is renumbered as 5.3 and amended as follows:

BT may notify the Customer of changes to the Contract (including the charges) as follows:

- (a) by publishing on line at <http://www.bt.com> or any other online address that BT may advise to the Customer); or
- (b) by letter to the address to which BT sends bills or to the Customer's primary email address.

BT will provide the following notice of these changes:

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

It is the responsibility of the Customer to review the BT Price List periodically. BT recommends that the review of the BT Price List is carried out by the Customer no less than every 30 days.

### Data Protection

10.3 Clause 9.13 of the Conditions is replaced as follows:

- (a) Notwithstanding any other provision in this Contract, the Customer agrees that, for BT to provide the Service, Customer Data may be:
  - (j) held on a variety of systems, networks and facilities worldwide including systems and databases used by BT help desks, service desks and/or network management centres used for providing the Service and/or used for billing, sales, technical, commercial and/or procurement purposes;

## Service Schedule for BT Business Mobile Service

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- (ii) located, hosted, managed, accessed or transferred worldwide; and
  - (v) provided or transferred by BT to a Group Company, subcontractor or supplier worldwide to the extent necessary to allow that Group Company, subcontractor or supplier to perform its obligations in respect of the Service.
- (b) The Customer will be the data controller and BT will be the data processor in relation to any processing of Customer Personal Data.
- (c) Each Party will comply with any data protection laws applicable to it in its processing of Customer Personal Data under or by virtue of this Contract.
- (d) BT will only process Customer Personal Data to the extent necessary to provide the Service in accordance with this Contract and will:
- (k) implement and maintain measures, in accordance with its security policies as amended from time to time, to protect Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access; and
  - (ii) transfer Customer Personal Data outside of the EEA, including to a Group Company, subcontractors or suppliers where required to provide the Services.
- (e) The Customer will provide sufficient notice and obtain sufficient consent and authorisation, under any applicable laws, from any relevant data subject to permit the processing of any Customer Personal Data by BT, its respective Group Companies, subcontractors or suppliers as provided for in this Contract.
- (f) The Customer agrees that BT, to the extent permitted by law, will not be liable for any complaint, claim or action brought by a data subject arising from any action or omission by BT to the extent that such action or omission resulted from:
- (i) any failure by the Customer to comply with Clause 9.13 of the Conditions as substituted by Clause 10.3 of this Service Schedule; or
  - (i) BT complying with any instructions of the Customer or acting on behalf of the Customer in accordance with those instructions,
- and the Customer shall indemnify, hold harmless and defend BT from and against any such claims or actions brought against BT.

### Notices

- 10.4 The cross reference to Clause 5.1 in Clause 9.9 of the Conditions is amended to 5.2.

### Contractual Documents

- 10.5 The definition of BT Equipment set out in the Conditions is amended as follows:

BT Equipment means any equipment, including any Software and On Site Transmission Equipment, owned or controlled by BT and placed on the Site to provide the Service.

- 10.6 The definition of Contract set out in the Conditions is amended as follows:

Contract means, in order of precedence:

the Welcome Letter (where this states that it forms part of the Contract) or the Charges Schedule, including the order form (where one is provided);  
the BT Price List;  
the Service Schedule (including the Annex where the Customer has ordered any of the Services included in the Annex);  
the Conditions; and

## Service Schedule for BT Business Mobile Service

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any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

### 11. DEFINITIONS

11.1 In this Schedule, unless the context requires otherwise, in addition to the defined terms set out in the Conditions, capitalised terms in this Schedule will have the following meaning:

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

**“4G”** means Long Term Evolutions (LTE) and is a network used for both voice and data services and offers speeds of up to 30MB per second for downloading data and up to 15MB per second for uploading data.

**“Accessory”** means equipment including batteries but excluding mobile handsets, BlackBerry Handsets, Tablets or dongles, provided by BT under this Contract.

**“Annex”** means the annex to this Service Schedule for BT Business Mobile Service.

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

**“BlackBerry Handset”** means any BlackBerry handset provided by BT under this Contract.

**“BlackBerry Service”** means the services described in Clause 1.15 of this Schedule and in the Annex.

**“BT Business Mobile Extra”** means an additional option applied to a Connection for which an additional charge applies details of which are set out in Section 10b of the BT Price List.

**“BT Evaluation Device Price List”** means a list of the charges for Evaluation Devices which can be found in Section 10b of the BT Price List.

**“BT Mobile Data”** means the service that enables the Customer to send and receive data over GPRS, 3G, 4G and HSDPA networks.

**“BT Mobile Hotspot Device”** means a Device that pairs wirelessly with suitable computing equipment provided by the Customer to allow the Customer to connect to the BT Mobile Service.

**“BT Price List”** means the document containing a list of BT’s charges and terms that apply to the Service and which can be seen at <http://www.bt.com/pricing> (or any other on-line address(es) that BT may advise the Customer).

**“BT SIM Card”** means the Subscriber Identity Module Card provided by BT as part of the Service.

**“BT Site”** means each physical location of the radio access points offering BT Wi-fi access to the Customer. The locations of BT Sites can be found on the BT Wi-fi Web Page.

**“BT Support”** means telephone support service available Monday to Friday 8:30am – 5:30pm (excluding public and bank holidays) or via email at [btdatasupport@bt.com](mailto:btdatasupport@bt.com) at any time.

**“BT Wi-fi”** 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. This may also be referred to as BT Openzone or BT Fon.

**“BT Wi-fi Partner”** means a third party that owns or controls a site which has BT’s public Wi-fi service installed on it. These third party sites (or “hotspots”) are listed on the BT Wi-fi Web Page.

**“BT Wi-fi Web Page”** means [www.bt.com/openzone](http://www.bt.com/openzone) or such other url as BT may advise.

**“Charged Device”** means a Device paid for by the Customer at list price or a reduced list price.

**“Charges Schedule”** means a schedule to the Contract that sets out the charges applicable to the Service and includes the order form.

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**“Confirmation Email”** means the email sent by BT to the Customer upon receipt of the Customer’s order.

**“Connection”** means a BT SIM Card activated on the Network.

**“Customer Data”** means any data provided or made available by the Customer to BT under or in accordance with this Contract. The following terms have the meanings given in the Data Protection Directive (95/46/EC): ‘personal data’, ‘processing’, ‘data subject’, ‘data controller’ and ‘data processor’.

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

**“Device”** means any mobile handset, BlackBerry Handset, Tablet, BT Mobile Hotspot Device, USB Modem Device, Accessory, Refurbished Device or other equipment provided by BT under this Contract.

**“Evaluation Device”** means any mobile handset, BlackBerry Handset, Tablet, BT Mobile Hotspot Device, USB Modem Device, Accessory, Refurbished Device or other equipment provided by BT under this Contract for the purposes of Customer evaluation.

**“Europe Zone”** means the countries set out in section 10b Part 6 of the BT Price List.

**“Funded Device”** means a Device supplied without charge or purchased using a technology fund as detailed in the Charges Schedule (where one is provided).

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

**“GSM Gateway”** means a single point of access to the Network from another network using BT SIM Cards and/or any facility enabling the making of automated calls and the sending of automated data and texts using BT SIM Cards.

**“Guarantee Period”** means the warranty period BT has obtained from its supplier of the Device. Where a Refurbished Device is provided the Guarantee Period for the Refurbished Device will be the outstanding

term of the Guarantee Period applicable to the original Device.

**“Helpdesk”** means BT’s contact point for fault reporting and service support details of which are set out in the Welcome Letter.

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

**“IM”** means Instant Messenger.

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

**“IP”** means Internet Protocol.

**“ISP”** means Internet Service Provider.

**“LAN”** means local area network.

**“Minimum Period”** means that period of time the Customer agrees with BT for the provision of the Service beginning on the date BT accepts the Customer’s application for Service or the date both parties sign the Charges Schedule. The Minimum Period is set out in the Charges Schedule (where applicable), the Confirmation Email (where one is provided) or the Welcome Letter (where this states that it forms part of the Contract).

**“Minimum Term”** means the minimum duration for each Connection beginning on the Service Start Date. The Minimum Term is set out in the Charges Schedule (where one is provided), the Confirmation Email (where one is provided) or the Welcome Letter (where this states that it forms part of the Contract).

**“MMS”** means Multi Media Messaging Service.

**“Network”** means the mobile telecommunication system over which Service is provided.

**“On Site Transmission Equipment”** means an on-site base station(s) provided by BT under this Contract for the purposes

## Service Schedule for BT Business Mobile Service

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of providing BT Signal Assist and BT Signal Assist Office.

**“Operating System”** means the BlackBerry Operating System, BlackBerry 10 Operating System, Android or iOS.

**“Permanent Roaming Activity”** means use of the BT SIM Card outside of the UK on a permanent basis.

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

**“Port Date”** means the date provided by BT to the Customer when the Customer’s existing number will be ported and the Service made available to the Customer by BT on that number.

**“Refurbished Device”** means a previously owned device which has been checked to ensure that the call facility (where applicable), keypad, battery, software, camera facility (where applicable) and LCD screen are working. The Refurbished Device will be free from visual dents, scratches and abrasions when viewed at arm’s length.

**“Roaming”** or **“International Roaming”** means use of the Service to receive or make calls, transmit texts, or transmit and receive data when outside of the United Kingdom.

**“Roam Like At Home”** has the meaning given in Clause 5.5.

**“Service Start Date”** means the date upon which a BT SIM Card is first activated on the Network under this Contract.

**“SMS”** means Short Messaging Service.

**“Stable Links”** means that you have a frequent and substantive presence in the UK.

**“Subsidiary”** means a company that is a subsidiary of the Customer as defined by Part 38, Section 1159 of the Companies Act 2006.

**“Supplier”** means a company appointed by BT to facilitate the evaluation process.

**“Tablet”** means any mobile computing device with a touch screen interface and a screen 7 inches or larger provided by BT under this Contract.

**“USB Modem Device”** means a Device that pairs with suitable computing equipment provided by the Customer to allow the Customer to connect to the BT Mobile Service.

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

**“Video Messaging”** means 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.

**“Welcome Letter”** means the letter supplied with the BT SIM Card. Where the Customer has not received a Charges Schedule, the Welcome Letter will include the charges and will state that it forms part of the Contract.

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