



# **BT's Terms and Conditions for Lite Web Hosting & Email**

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## **Our contract with you:**

### **1. The service**

#### **In this Contract:**

The service gives you a range of internet applications as described at <http://www.btbroadbandoffice.com/internetapplications/freetools>

### **2. When does our contract with you start**

When you sign up for the service online at <http://www.btbroadbandoffice.com/internetapplications/freetools/order>, this contract (as set out in these terms and conditions) starts. Or, if you have signed up for this product as part of an internet access service from BT then this contract (as set out in these terms and conditions) starts at the same time as the internet access service.

### **3. Our commitment to you**

When we provide the service to you we promise to use the reasonable skill and care of a competent internet services provider.

## **Providing the service to you**

### **4. Getting started**

4.1 You will need to provide a suitable PC, internet access, interface, modem and any other necessary equipment.

4.2 Although we will use our reasonable efforts to provide the service by the date that we agree with you, all dates are estimates and we cannot guarantee that we will meet them.

### **5. Your instructions**

We may accept instructions regarding the service from someone we are satisfied has your authority.

### **6. Making sure the service is secure**

6.1 We will issue you with a set of usernames and passwords. The passwords are essential for your secure use of the service so you must ensure that they are kept

confidential, secure and are used in accordance with all relevant instructions.

6.2 If we think there is likely to be a breach of security or misuse of the service we may:

- (a) change your password and then we will notify you that we have done this; and/or
- (b) suspend username and password access to the service (please also see paragraph 15).

6.3 If you think that any password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, you need to inform us immediately.

6.4 If any of the information you give to us when you sign up for the service changes, you must inform us immediately.

## **7. Things we may have to do**

7.1 We may need to temporarily suspend the service for operational reasons (e.g. for repairs, planned maintenance or upgrades), but before we do we will give you as much notice as we can. We promise to restore the service as soon as possible after any suspension.

7.3 We may give you instructions about health and safety issues when using the service or on your use of the service to ensure the quality of the service we provide to you and other customers and you agree to observe them.

## **8. Repairing faults in the service**

8.1 Although we attempt to provide you with the best possible service, we cannot guarantee that the service will never be faulty. However, we will correct all reported faults as soon as we reasonably can.

8.2 If there is a fault with the service or you forget a password you should contact the help desk. For details of how to contact the help desk click [here](#) or refer to your welcome letter. All queries will be directed to a premium rate helpdesk unless you have signed up for any additional services which qualify for local rate support of the Local Rate Helpdesk service. Click [here](#) for further details.

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8.3 Sometimes we may monitor or record calls to or from the help desk for training or to improve the quality of our customer service.

## **What we need you to do**

### **9. Use of the service**

9.1 You must take all reasonable precautions to ensure that no one (including you) uses the service:

- (a) fraudulently or in connection with a criminal offence;
- (b) to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (c) to cause annoyance, inconvenience or needless anxiety;
- (d) to spam or to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (e) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policy as may be amended from time to time;
- (f) in a way that does not comply with any instructions that we have given you.

The action we can take if the service is used in any of these ways is explained in paragraphs 14 and 15.

9.2 If we think that your use of the service may:

- (i) impair the security of the system and/or the network used to provide the service; or
- (ii) cause detrimental performance of the service to you or any other customer;

we may suspend your access to the service. Suspension is further explained in paragraphs 14 and 15. If possible, we will give you prior notice if we do suspend your service.

9.3 Where we provide you with email facilities, web hosting or other services that involve us providing storage space on our systems, we may impose limits (which we may vary from time to time) on the storage space we provide to you in order to ensure the quality of the service to you and other users. These limits may relate to the physical amount of web-space or the number of mailboxes made available to you, email messages that can be stored and/or the size of any attachments you can send. We may reject or delete material that exceeds the relevant limit. Information on these limits can be viewed in the Help & Support section.

9.4 We may make available to you software that enables you to use the service. You must not copy or modify this software (unless allowed by law). It is important that you only access the service through this software or in an alternative way permitted by us and you must not attempt to circumvent any security measures in the service.

9.5 When we provide you with the service it, and any associated software, is intended for your use only. Therefore, you must not re-sell, transfer, assign or sub-license the service (or any part of it) or the associated software to anyone else.

## **Other uses of the service**

### **10. When we provide you with content**

10.1 As part of the service we may provide you with applications, data, information, video, graphics, sound, music, photographs, software or any other material. This content is always changing as we try to provide you with the best possible service, and therefore you may notice changes in the content that you can access.

10.2 The content we provide to you can only be used for your own purposes and is protected by copyright, trademark and other intellectual property rights. You are not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the content.

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| <p>10.3 Although we take precautions, we cannot guarantee the accuracy or completeness of the content. For this reason, your use of the content (for whatever purpose) is at your own risk.</p> <p>10.4 Some of the content will have its own terms and conditions. These may be displayed online or elsewhere. If you access this content you will need to comply with those terms and conditions.</p> <p><b>11. Your web site</b></p> <p>11.1 As part of the service you will be able to set up your own web site(s). If you do this you are responsible for the material that you or anyone else puts on your web site(s).</p> <p>11.2 Material on your web site(s) must not, and the use of it must not, in any way be unlawful. In particular, you must ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.</p> <p><b>12. Domain Names</b></p> <p>12.1 As part of the service you may create your own sub-domain name associated with your website in accordance with our instructions. This domain will take the format <a href="http://home.btconnect.com/username">http://home.btconnect.com/username</a> although all sub-domains are subject to availability. BT may auto-generate this address as part of your account set up but typically you are responsible for the setup of this sub-domain. The sub-domain name cannot be changed once set up.</p> <p>12.2 You warrant that you are the owner of, or that you are authorised by the owner of, any trademark or trade name that you associate with the sub-domain name, other than the BT trademarks.</p> <p>12.3 You must not create or use a sub-domain name that infringes the rights of any person in a corresponding trademark or trade name or that in our reasonable opinion is offensive, or detrimental to us including to our reputation.</p> <p>12.4 If we reasonably believe that any action specified in paragraph 12.3 above has happened, we may take immediate action to suspend access to the website without</p> | <p>telling you first, even if you were not aware of this infringement.</p> <p>12.5 You will accept any agreement reasonably required by a domain name registry to register your sub-domain name, if necessary.</p> <p>12.6 You can only use the sub-domain name as part of the service. You cannot sell this, or agree to transfer it to anyone else and must not try to do so. On termination of this agreement, for whatever reason, you must cease to use the sub-domain name.</p> <p>12.7 No private domain name, including any domain name purchased directly through BT, can be directly applied and managed through this service. Private domain names can only be used with the webspace provided through redirect, URL or FRAME forwarding techniques which you will need to implement.</p> <p><b>13. Your Email</b></p> <p>13.1 As part of the service you may create your own email addresses in accordance with our instructions. These email addresses will take the format <a href="mailto:yourname@btconnect.com">yourname@btconnect.com</a> although all email addresses are subject to availability. BT may auto-generate the first of these addresses as part of your account set up. The first email address set up will be described as the Primary Email address for your account and will be used to deliver all account related information. It is your responsibility to set up all additional email addresses required, up to the maximum allowed on your package.</p> <p>13.2 You warrant that you are the owner of, or that you are authorised by the owner of, any trademark or trade name that you associate with the email, other than the BT trademarks.</p> <p>13.3 You must not create or use an email name that infringes the rights of any person in a corresponding trademark or trade name or that in our reasonable opinion is offensive, or detrimental to us including to our reputation.</p> <p>13.4 If we reasonably believe that any action specified in paragraph 13.3 above has happened, we may take immediate action to suspend access to the email account without telling you first, even if you were not aware of this infringement.</p> |
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13.5 You can only use the email address as part of the service. You cannot sell this, or agree to transfer it to anyone else and must not try to do so. On termination of this agreement, for whatever reason, you must cease to use the email address.

13.6 No private domain name, including any domain name purchased directly through BT, can be directly applied to and managed through this service. Private domain names can only be used with Service email addresses through mail forwarding techniques which you will need to implement.

## **If things go wrong**

### **14. If you break this contract**

We can suspend the service or end this contract (or both) at any time:

- (a) with immediate effect if you materially breach this contract;
- (b) with immediate effect if we believe that the service is being used in a way described in paragraph 9.1 or 9.2, even if you do not know that the service is being used in such a way; or
- (c) upon reasonable notice if you breach this contract in any other way and fail to remedy the breach within a reasonable period of being asked to do so; or
- (d) with immediate effect if bankruptcy or insolvency proceedings are brought against you, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of your assets, or you go into liquidation; or
- (e) with immediate effect if we have terminated or suspended your use of any service previously provided to you due to your breach.

If we have suspended or terminated this contract under paragraphs (a), (b), (d) or (e) above, we will inform you of such suspension or termination as soon as reasonably possible and explain why we have taken this action.

### **15. Suspension of the service**

15.1 If we decide to suspend the service, a password or username (for any reason), we will restore it (if neither of us have ended this contract) when you satisfy us that you will only use the service as we have agreed.

15.2 If we decide to suspend the service under paragraph 14, this contract will continue during the period of suspension.

15.3 If you do not use the webspace provided, by uploading or modifying any pre-installed content, within ninety days of the commencement of this service, we may suspend your access to this webspace, including your sub-domain name. Your sub-domain will be stored on BT systems and must be re-activated by yourself using the webspace tools provided.

15.4 If for a period which we consider to be unreasonable you do not use this service in any way from commencement of the service we may suspend and/or terminate your account and any associated sub-domain name, email account(s), email addresses or products.

### **16. Matters beyond our reasonable control**

16.1. If we cannot do what we have promised in this contract because of something beyond our reasonable control (including, without limitation, industrial disputes involving our employees), we will not be liable for this. If this continues for more than 14 days, you can terminate this contract immediately by giving us notice. If the events continue for more than three months, we can terminate this contract immediately by giving you notice.

### **17. Our liability to you**

17.1. We will be liable if you are injured or die as a result of our negligence. We do not limit that liability, or any liability we may have to you under Part I of the Consumer Protection Act 1987, by paragraphs 17.2 or 17.3 or in any other way.

17.2 We have no liability (whether in negligence or otherwise) nor for any loss not reasonably foreseeable by us when this contract starts, nor any loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, wasted expenditure or data being lost or corrupted.

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- 17.3 Any liability we have of any sort (including liability for negligence) is limited to £5,000 for any event or related series of events and £10,000 for all events in any 12 month period.
- 17.4 We do not have any liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunication services or for faults in or failures of their networks or equipment.
- 17.5 Each provision of this paragraph 17 operates separately in itself and survives independently of the others.
- Ending this contract**
- 18. After the service has been activated**  
This contract can be ended by either of us giving 7 days notice to the other.
- Other things we need to tell you**
- 19.1 We may change this contract, including our charges, at any time. We will give you at least 14 days notice of any changes before they take effect by publishing the changes online at <http://www.btbroadbandoffice.com/internal/applications/freetools>. If the changes are to your significant detriment, we will also give you notice in accordance with Clause 21.
- 19.2 It is your responsibility to check <http://www.btbroadbandoffice.com/internal/applications/freetools> regularly for any changes.
- 20. How this contract can be transferred**
- Neither of us can transfer this contract or any part of it except that we can transfer all or part of it to a company that is a subsidiary or holding company of ours, or a subsidiary of that holding company (all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989).
- 21. How to give notice**
- 21.1 If either of us gives a notice to the other under this contract this must be done either by email using the service, or in writing and delivered by hand or sent by pre-paid post to the addressee at the following address:
- (a) To us: at the postal address or email address shown on the appropriate web site or an alternative address which we may give you.
- (b) To you: if you are a company at your registered address, or at the postal address you specify when registering for the service or an alternative address which you may give us, or at the email address provided to you as part of the service.
- 21.2 You are responsible for checking the mail sent to the email address provided to you as part of the service.
- 22. Waiver**
- Neither of us shall be considered to have waived any right under this contract because of failure or delay in exercising that right.
- 23. Third party rights**
- A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 24. Escalation and Dispute Resolution**
- 24.1 We will try to work through any complaint or dispute that you may have with us. If this does not resolve the matter then you may refer it:
- (a) where appropriate, in accordance with the details set out in BT's Customer Complaints Code located at [www.bt.com/complaintscode](http://www.bt.com/complaintscode), copies of which are available on request; and
- (b) otherwise, as set out in clause 24.2 below.
- 24.2 Any dispute must be raised in writing with your or our representative as appropriate giving all relevant details including the nature and extent of the dispute. We will both use reasonable endeavours to resolve any dispute as follows:
- (i) a dispute which has not been resolved by your or our representative within 14 days of being raised may be referred by either of us to the first level by written notice to the other; and

- (ii) if the dispute is not resolved at the first level within 14 days of referral, either of us may refer the dispute to the second level by written notice to the other.

Your and our representatives at the first and second levels are as notified by you and us to the other from time to time.

24.3 If the dispute is not resolved after the procedures detailed in clause 24.2 have been followed then, if we both agree, the dispute will be settled by mediation in accordance with the procedures specified by the Dispute Resolution Service – Chartered Institute of Arbitrators (“DRS-CiArb”). If the dispute is referred to a mediator:-

- (a) the mediator will be appointed if we both agree. If we both fail to agree within seven days of a proposal by one party, the mediator will be appointed by DRS-CiArb; and
- (b) all negotiations on the dispute and any agreement reached will be kept confidential.

24.4 Nothing in this clause 24 will prevent either of us from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

### **25. The law that relates to this contract**

English Law governs this contract and we both agree to the exclusive jurisdiction of the English courts.