

## Terms and Conditions for BT Business Mobile Broadband

- Conditions for BT Mobile Services apply in addition to these Terms and Conditions for BT Business Mobile Broadband.
- b) The Minimum Period of this Agreement is 12 or 24 months. Each connection is subject to a 12 or 24 month Minimum Term. The Minimum Period and Minimum Term that will apply to you will be for the same number of months as applies under the BT Total Broadband Agreement.
- c) Additional definitions used in these terms
  - "BT Mobile Data" means the service that enables you to send and receive data over GPRS, 3G and HSDPA networks.
  - "BT Openzone" means our wireless data service that uses radio frequency to access a BT Site. Fixed line connections from the BT Site connect you to Our Network and then on to the internet or, if applicable, Your Network.
  - "BT Openzone Web Page" means www.btopenzone.com or such other URL as we may advise.
  - "BT Site" means each physical location of the radio access points operated by us offering BT Openzone. You can find these locations on the BT Openzone Web Page.
  - **"BT Total Broadband Agreement"** means the contract for BT Business Total Broadband Option 3 that you ordered when you ordered BT Business Mobile Broadband.
  - "Helpdesk" means our contact point for fault reporting and service support.
  - "IP" means Internet Protocol.
  - "LAN" means local area network.
  - "Our Network" means BT's communications network used to provide BT Openzone from the BT Site to the internet or, if applicable, Your Network.
  - "Roaming" means use of BT Mobile Data where access is provided via an alternative mobile network service provider or BT Openzone Wi-Fi where access is not from a BT Site either in the UK or outside the UK. Charges for roaming will be charged separately at the prevailing rates.
  - "URL" means a uniform resource locator.
  - "Your Network" means your communications network including your LAN and any intranet services.
- d) What the Service is
  - (i) The Service is BT Business Mobile Broadband which comprises BT Mobile Data and BT Openzone.
  - (ii) BT Mobile Data includes a SIM Card and the E170 USB Data Stick.
  - (iii) BT Openzone includes connection to Our Network and if required the internet, but does not include a connection from Our Network to Your Network or any services once you are connected to the internet.
  - (iv) We will provide you with login names and passwords to use the Service. If you are an existing BT Openzone user subscribing to the Service you will be sent new login names and passwords. These new login names and passwords are for use with this Service only and not for use with an Openzone service provided under another agreement.



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- (v) When you are located within the radio frequency coverage area of a BT Site you may connect to BT Openzone using your computing equipment and login name and password.
- (vi) You cannot access BT Openzone via any other wireless data service (Wi-Fi) operator.
- (vii) The Service is dependent on the suitability of your computing equipment and, if applicable, Your Network. Your computing equipment or Your Network is not provided as part of this Service.
- (viii) Due to the nature of the Service you acknowledge and accept that we do not guarantee the security of the Service against unlawful access or use. You should also ensure adequate internal security policies are implemented to stop unlawful access to or use of the Service.
- (ix) We do not authorise or guarantee access to any of the BT Sites for you to use the Service or guarantee that Service will continue to be available from a specific BT Site.

### e) Fault Reporting

- (i) We will provide a Helpdesk for the reporting of faults in the Service. Upon initial fault diagnosis by us, those faults that in our opinion are not attributable to the Service will be referred back to the person who reported the fault.
- (ii) We 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 we offer no guarantee or warranty for the performance of the internet or Your Network.

#### f) Faults in the BT E170 Data Stick

The BT E170 Data Stick includes a 24 month manufacturer's guarantee from the date of delivery to you. If you report a fault during the guarantee period and the fault is due to faulty design, manufacture, materials or our negligence, we will repair or (at our option) replace the BT E170 Data Stick provided it has been properly kept, maintained and used in accordance with the manufacturer's and our instructions and has not been modified except with our written agreement. Faults due to damage, fair wear and tear or the actions of anyone other than BT are not covered by this guarantee.

### g) Your responsibilities

- (i) You are responsible at your 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.
- (ii) You are 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.
- (iii) You must immediately inform us 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 us.
- (iv) You must not change or attempt to change a login name. If you forget or lose a password or login name you must contact us and satisfy such security checks as we may operate.
- (v) We reserve the right to suspend login names and password access to the Service if at any time we consider that there is or is likely to be a breach of security.
- (vi) We reserve the right (at our sole discretion) to require you to change any or all of the passwords used by you in connection with the Service.



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- (vii) You must immediately inform us of any changes to the information you supplied when registering for the Service.
- (viii) The Service does not prevent you implementing additional security e.g. firewalls on your equipment or Your Network.
- h) Your use of the Service
  - (i) You acknowledge that we have no control over the information transmitted via the Service and that we do not examine the use to which customers put the Service or the nature of the information they are sending or receiving. We exclude all liability of any kind in relation to such information and use.
  - (ii) Subject to paragraph 12 of the Conditions for BT Mobile Services, we are not liable to you 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.