

TERMS AND CONDITIONS FOR BT CUSTOMERSTREET SITE

These terms and conditions apply to Our provision of the BT Customerstreet Service to You in conjunction with the provision of Web Clicks Plus.

1. Definitions

"**Agreement**" means the agreement between You and Us for the provision of the Service, the terms of which are set out in these Terms and Conditions, the Confirmation of Order and the Confirmation of Service.

"**Business Day**" means a day, other than a Saturday or a Sunday, on which clearing banks are open for commercial business in both Edinburgh and London.

"**Confirmation of Order**" means the document entitled "Confirmation of Order" sent by Us to You after Your placement of an order for Services and confirming certain details of the Services You have selected and certain terms applicable to those Services.

"**Confirmation of Service**" means the document entitled "Confirmation of Service" contained in the welcome pack sent by Us to You following Your placement of an order for services and confirming certain details of the Services You have selected, certain terms applicable to those services, and Your selected payment method.

"**Service**" means services provided by Us relating to the Internet and World Wide Web, including but not limited to website building, website hosting and domain name registration services.

"**Us**" and "**We**" and "**Our**" means British Telecommunications Plc, a company registered in England with company number 1800000 having its main place of business at 81 Newgate Street, London EC1A 7AJ.

"**Website**" means the website that We or You will create using the Service and which We will host on Our server.

"**Web Clicks Plus**" means the performance based online advertising service for small to medium sized businesses. The Service provides Customers with a guaranteed number of Contacts per month, backed by a money back guarantee, for a fixed charge. The Service operates by placing Advertisements on BTEExchanges.com and other major Internet Search Engines. Contacts are generated by placing the Advertisement at the top of the results list on BTEExchanges.com for relevant searches as frequently as necessary and as appropriate on major Internet Search Engines for relevant Keywords to deliver the required number of Contacts.

"**You**" and "**Your**" means the company or other person wishing to use the Service.

2. Terms and Conditions

2.1 Before using the Service You should read these terms and conditions carefully. By using the Service You show Your agreement to be bound by these terms and conditions, whether or not You are a registered user of the Service. If You do not agree to these terms and conditions do not use the Service. Where We agree to provide any more products or services these may be provided by Us or by a third party. We will tell You if any additional products or services (whether provided by Us or by a third party) attract separate charges or have more or different terms and conditions.

2.2 You confirm that in relation to any Agreement entered into and the use by You of the Service that You are acting in a business capacity and are not and will not "deal as a consumer" for the purposes of section 12 of the Unfair Contract Terms Act 1977. If You believe that You may be acting as a consumer and not for the purposes of a business You should contact Us using the contact details given in the Confirmation of Order and Confirmation of Service.

3. Your Obligations

You appoint Us to act on Your behalf for the provision of the Service.

3.1 User Account, Password and Security

You will receive or will be asked to register a username and password for use with the Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities that take place under use of that username and password. If You reasonably believe that this information has become known to any unauthorised person, You agree to immediately tell Us and the password will be changed.

3.2. Acceptable Use

3.2.1 The following rules apply to all use by You of the Service, including all use of any Website built by You or by Us and/or hosted by Us as part of the Service. We may suspend or block access to Your use of the Service if You break, or We have reason to believe You may have broken this clause or any other provision of these terms and conditions. You shall not:

- (a) use the Service or Your Website in any way to send unsolicited commercial e-mail or "spam", or any similar abuse of the Service.
- (b) send e-mail or any type of electronic message with the intention or result of affecting the performance of any computer facilities.
- (c) publish, post, distribute or spread defamatory, infringing, obscene, indecent or other unlawful material or information via the Service, or on Your Website.
- (d) use the Service to threaten, abuse, disrupt or violate the rights (including rights of privacy and publicity) of others.
- (e) engage in illegal or unlawful activities through the Service or via Your Website
- (f) make available or upload files to Your Website or to the Service that You know or should be reasonably aware contain a virus, worm, trojan or corrupt data
- (g) get or try to get access, through whatever means, to areas of Our network or the Service which are identified as restricted or confidential, or
- (h) move material to or from Your computer or Website which infringes any laws, regulations or the rights of others.

3.2.2 In using the Service You shall comply with all laws applicable to this use.

- 3.2.3 We reserve the right to remove material from Your Website that We find offensive or believe that others may find offensive.
- 3.2.4 You are responsible for providing all information that You want to be put on Your Website. You have full responsibility for the content of Your Website including without limitation any images that You display on Your Website. It is Your responsibility to ensure that the content of Your Website does not breach the intellectual property rights of any third party, that You have permission to use all the content and the content meets BT Advertising Policy. We accept no liability for the content of Your Website.
- 3.2.5 We reserve the right to stop the whole or any part of the Service in relation to Your Website and to stop the Agreement if We deem the content of Your Website to be unsuitable.
- 4. Our Service Obligations**
- 4.1 Scope
- 4.1.1 The scope of the Service to be provided to You is as set out in the Confirmation of Service.
- 4.1.2 We warrant that We will make reasonable attempts to make sure that the service is provided as described to You and confirmed in the Confirmation of Service but because the Service is provided by means of computer and telecommunication systems We make no warranties or representations that the Service will be uninterrupted or error free.
- 4.1.3 You confirm and accept that no software including without limitation software supplied as part of or used to provide the Service is virus, interruption or error free and if any errors, interruption or viruses (save as expressly set forth in the Agreement) all conditions and warranties, express or implied, by law or otherwise, (including but not limited to any conditions or warranties as to satisfactory quality or concerning the fitness of the Services or any part of that for a particular purpose) are excluded to the fullest extent permitted by law. No oral advice or written information given by Us, Our employees, agents, licensors or the like shall create a warranty nor shall You rely on any such information or advice.
- 4.2 Data Back Up
- 4.2.1 Whilst We shall use reasonable efforts to make sure that backup copies of Your Website and all data contained in Your Website are made at reasonable intervals, You shall be solely responsible for the backup of the data and We shall not be liable for any damages, loss, costs or other expenses arising out of or for any loss of data by You which are due to the failure of You or Us to back up the data.
- 4.3 Suspension of Service
- 4.3.1 We may stop the Service without liability on Our part, and with as much prior notice to You as reasonably possible (except in the case of paragraph (a) below in which case We may do so without prior notice):
- (a) if necessary for operational reasons or for the purposes of carrying out work at Our premises or maintaining or upgrading the Service or Our system; or
- (b) if obliged to comply with an order, instruction, or request of an emergency service organisation or a governmental or other competent authority.
- 5. Limitation of liability**
- 5.1 Our entire liability and Your only remedy about any and all claims in any 12 month period for breach of duty, tort or
- breach of these terms and conditions, whether or not arising out of negligence, is limited to £500.00.
- 5.2 In no event will We be liable to You for any indirect or consequential loss or damage whatever (without limitation for example loss of business, loss of opportunity, loss of profits) including as a result of disclosure of Your username or password. This shall apply even where a loss was reasonably foreseeable or if We had been made aware of the possibility of You incurring a loss.
- 5.3 Our liability to You for fraudulent misrepresentation and for death or injury resulting from Our own negligence or that of Our employees' or agents' negligence while acting in the course of their duties shall not be limited.
- 7. Term**
- 7.1 The Agreement will become effective on the date of the Service (as set out in the Confirmation of Order) and depending on any rights of termination set out in these terms and conditions shall continue for a period of twelve (12) months or until you contract for provision of Web Clicks Plus ends, whichever is the earlier. This Agreement may only be extended by agreement between You and Us.
- 7.2 We shall have the right to end the Agreement by notice in writing to You if any of the following events occur:
- 7.2.1 The bandwidth used for traffic to and from the Our website is exceeded beyond use considered acceptable by Us and is deemed by Us to affect the performance of other client websites; or
- 7.2.2 You break any of Your obligations under the Agreement; or
- 7.2.3 Your contract for provision of Web Clicks Plus ends.
- 7.3 Either party may end the Agreement or the Service provided under it immediately by notice to the other if:
- 7.3.1 The other party commits a material breach of the Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
- 7.3.2 The other party commits a material breach of the Agreement which cannot be remedied under any circumstances; or
- 7.3.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court makes an order to that effect; or
- 7.3.4 The other party ceases to carry on its business or substantially the whole of its business; or
- 7.3.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 7.4 Any rights to end the Agreement shall be without prejudice to any other accrued rights

7.5 On termination of the Agreement for any reason We shall have the right immediately to delete all e-mail, websites, and other data stored on the Service by You and re-use the e-mail addresses, domain names and web-spaces not held by You. We shall not exercise this right for six (6) weeks in the case of termination by Us other than for breach by You and in such circumstances shall transfer any domain names held by You to another ISP subject to Your payment of the relevant prevailing domain name transfer charge rate.

7.6 Upon the termination of the Agreement for any reason whatsoever: You shall promptly return to Us all copies of any software relating to the Service in Your possession; and We may cease to host Your Website with immediate effect and each party shall on request promptly return any documents or papers relating to the business of the other party (including any of the other party's confidential information) which it then has in its possession or control.

7.8 Assignment

We may assign or otherwise transfer the whole or any part of the Agreement at any time. You may not assign or otherwise transfer the Agreement or any part of it without Our written consent.

8. Product Terms and Conditions

8.1 Domain Name Registrations

8.1.1 We shall apply for registration of the domain name requested by You as confirmed on the Confirmation of Service (the "Domain Name").

8.1.2 If You have asked Us to register a domain name then You have authorised Us to act as Your agent with the registering authority under the relevant terms and conditions for that authority. For details of the relevant terms and conditions, please see the Domain Registration Agreement on Our website.

8.1.3 We will not be held responsible if an incorrect domain name has been registered. It is Your responsibility to make sure that correct details are provided to Us.

8.1.4 In the event that the Domain Name requested is unavailable or becomes unavailable between Our receipt of Your request for registration and the date the application is processed by the registration agent or naming authority, We will offer an alternative domain name to You and upon Your approval of the alternative domain name, We shall register it in accordance with the provisions of this clause. For the avoidance of doubt, the non-availability of the Domain Name or any replacement domain name shall not affect the validity of the Agreement.

8.1.5 We shall not be liable for any delay in activating any domain name on Our server nor for any cost incurred by You as a result of any delay.

8.1.6 You warrant to Us that the Domain Name does not infringe any intellectual property rights of any third party, including but not limited to trade marks registered or otherwise used by any third party and You shall indemnify and keep Us indemnified in respect of any loss, damages, costs or other expenses arising out of or in connection with any breach by You of this clause.

8.1.7 You acknowledge that We shall have the right to cancel, disconnect or transfer Your Domain Name at any time upon receipt of a court order or arbitration award requiring such cancellation, suspension, or transfer.

8.2 Web Hosting

8.2.1 You agree to comply with the Web hosting related Acceptable Use Policy set out in this clause ("AUP") as part of Your agreement with Us. By using Our web hosting facility, You agree to comply with this AUP, and We may terminate the Agreement and/or withdraw this facility and any other facilities associated with the Service (in either case in whole or in part) should You fail to comply with the AUP. This policy has been written on a common sense basis and has been designed to protect the interests of those who wish to benefit from what the Internet has to offer, and

8.2.2 You may not maintain web space above that limit in which You have contracted. You are prohibited from maintaining a mailbox above the specified storage size as specified on the Website. You should ensure that e-mail is periodically deleted so that You do not exceed the mailbox limit. If this limit is exceeded, You may not be able to receive mail.

8.2.3 While it is acceptable for You to extend the amount of CGI scripts provided by Us, it is understood that no support can be offered for third party scripts. Any additional CGI scripts found to be functioning in an offensive or destructive way or found to be using too much processing power or memory will be removed from Your Website without notice and You accept that We reserve the right to remove any CGI scripts that, in Our opinion, are causing or could cause a detrimental effect on Our systems or to other users of the internet.

8.2.4 You are responsible for all use and content of Your hosted space. We do not accept responsibility for any content that You place on to Your hosted Website. We reserve the right to investigate suspected violations of the AUP. When We become aware of possible violations, an investigation may be initiated, which may include gathering information from You and the complaining party, if any, and examination of material on Our servers. Much of the AUP reflect acts that may constitute breaches of legislation or regulations and may in some cases carry criminal liability.

8.2.5 During an investigation, We may require You to divulge information relating to Your activities and how they may have impacted on Our services so as to compromise the security or tamper with Our system resources or accounts on Our computers or at any other site. Use or distribution by You of tools designed for compromising security is prohibited. Examples of such tools include: password-guessing programs, cracking tools or network probing tools.

8.2.6 Unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. You may send advertising material only to addresses that have specifically requested it. We will not forward mail to You if the account was terminated for bulk mailing or unsolicited advertising. Violations of this AUP can sometimes result in massive numbers of e-mail responses. If You receive so much e-mail that Our resources are adversely affected, We may end the Agreement and shut down Your Website.

8.2.7 If Your web pages are generating internet traffic above that level for which has been contracted, You will be informed and offered the opportunity to upgrade the capacity of the web space for a fee outlined in Our price list.

9.2.8 We will investigate complaints regarding inappropriate material and content on Our network and may, at Our sole discretion, require that the material be removed or otherwise take action as outlined above. Criteria for determining whether a page is inappropriate include the system resources consumed by the page and applicable laws.

- 8.2.9 You may not use World Wide Web pages within or outside Our network to violate any part of Our Acceptable Use Policies, or to attempt to disrupt the content and sites or internet experiences of other users.
- 8.2.10 Reselling Our hosted web space is expressly prohibited.
- 8.2.11 We reserve the right to remove any web page (in whole or in part) on Our servers, at any time and for any breach of this policy. We will not accept any responsibility occasioned for any loss caused as a result of such removal.
- 8.2.12 We reserve the right to amend, alter or modify this policy at any time and in any manner. We may notify You by e-mail of this, but You agree to review the policy on Our Website regularly and Your continued use of the Service two weeks after any change will constitute acceptance of the change.
- 8.3 Website Construction
- 8.3.1 We shall assist You with the construction of and / or development of a simple Website in accordance with the options selected by You when ordering services.
- 8.3.2 On packages that include a Website construction option, the following options are available.
- 8.3.3 We will provide You with access to Our web space as specified below.
- 8.3.4 We shall allocate to You web space on Our Website server as defined by Our package, on which Your Website may be hosted.
- 8.3.5 Any updates and/or amendments to Your Website, web space, or retrieval of email shall be made by You using the software by accessing Your Website on Our website server via Our designated connection platforms (dial-up or broadband). In the event Your Website is accessed, updated or amended, or retrieval of e-mail is facilitated in any other way than via Our connection platform as specified by Us, You may incur an additional fee.
- 8.3.6 Whilst We shall use all reasonable endeavours to ensure that Your Website can be accessed by users of the internet at all times, You acknowledge that it is technically impossible to provide such access free of fault at all times and We do not undertake to do so. We expressly reserve the right to suspend availability of Your Website for the purpose of necessary or scheduled maintenance. Access to Your Website may also be adversely affected by conditions and performances outside Our control, including without limitation the breakdown of transmission and telecommunication links.
- 8.3.7 If We agree to design Your Website You acknowledge and agree that You are responsible for supplying to Us the materials which You would like to be included in the building of Your Website. We may reproduce, as well as digitally manipulate the materials in the course of building Your Website and You confirm that We are allowed to do so. We reserve the right to reject any part of the material submitted if it is deemed by Us unsuitable for inclusion within Your Website or if such materials violate any aspect of Our Acceptable Use Policies.
- 8.3.8 You acknowledge that the volume or type of material submitted must be commercially realistic for Us to build Your Website within the defined scope of work. You accept that We may, at Our discretion, decline to perform the Website development services if Your expectation exceeds the scope of work as agreed with You when Your order for the Service was placed.
- 8.3.9 You accept that We will not be responsible for holding design material for more than one month from date of completion and uploading of Your Website to Your web space. You must write to Us on Your company or business letterhead instructing how and when to return the design material along with a self-addressed postage paid envelope before the expiration of the one month period if You desire the material to be returned.
- 8.3.10 If You request, We will include in Your Website links to other websites and You acknowledge that We will not make any independent enquiry into those links. You confirm that the creation of those links is authorised by the owner/operator of the linked site and that the linked sites does not conflict with Our Acceptable Use Policies.
- 8.3.11 Where We are designing a bespoke Website or template We are unable to proceed with the build until You supply Us with the materials which You would like to be included. We will remind You to send these materials for a period of six months during which time You will receive three written reminders. No refund will be given on the grounds that the Website or template was not created.
- 9. General**
- 9.1 We may update or amend these terms and conditions at any time. We will communicate changes to You via the BTExchanges.com website
- 9.2 The Agreement and any documents expressed by the Agreement to be incorporated in the Agreement constitute the entire understanding between Us and You and save in respect of fraudulent statements supersedes all prior agreements, arrangements, understandings and representations (whether oral, written or otherwise) made by or between Us and You.
- 9.3 The Agreement and these terms and conditions shall be governed by and construed and interpreted in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.
- 9.4 The headings of the paragraphs of the Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of the Agreement.