



General Terms

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The Basics

These are the General Terms that apply to any Service you buy from BT. The Service has its own Order and Schedule with more detailed terms.

1 What words mean

- 1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.
- 1.2 The words below have the following meanings:
 - 1.2.1 'You' and 'your' mean the Customer.
 - 1.2.2 Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our', 'both of us', 'we each', 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.
- 1.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 1.4 Any time either of us has a right or obligation that we may exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.
- 1.5 Any reference to a specific law or regulation in the Contract includes that law or regulation as amended, replaced or extended.

2 Order of documents

If there is a conflict between any of the documents, the order of priority, highest first, is:

- 2.1 any Annexes;
- 2.2 the Schedule;
- 2.3 these General Terms;
- 2.4 the Order; and
- 2.5 if applicable to the Service, the BT Price List.

3 When the Contract starts and how long it lasts

- 3.1 The Contract starts on the Effective Date and will carry on for at least the Minimum Term (if any) and until:
 - 3.1.1 one of us ends it (in a way that the Contract allows); or
 - 3.1.2 BT is no longer providing you with the Service, there are no outstanding Orders and all invoices are paid.
- 3.2 Any Minimum Term shall commence on the Service Start Date, unless stated otherwise in the Schedule.

4 Some basic principles

- 4.1 BT confirms that it is a legal corporation, authorised to agree the Contract and provide the Service.
- 4.2 You confirm you are legally set up as a business, authorised to agree the Contract and carry out your responsibilities under it.
- 4.3 Where you place an Order acting for purposes that are related to your trade, business or profession, this is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply.

- 4.4 The BT Privacy Policy sets out how BT uses your Personal Data and includes more details about what BT can do with it, your rights and BT's obligations.
- 4.5 You will not re-sell the Services to a third party without BT's prior written approval or unless explicitly set out in a Schedule. If BT grants such approval, it will be conditional upon you imposing on the relevant third party in writing obligations no less onerous than those to which you are subject under this Contract (including the Compliance Obligations and the Acceptable Use Policy).
- 4.6 Each Order you place with BT for a Service is subject to a separate Contract with BT.

The Service

5 What BT has to do

- 5.1 BT will:
 - 5.1.1 provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date;
 - 5.1.2 provide the Service with the care and skill that would reasonably be expected in the circumstances;
 - 5.1.3 comply with Applicable Law;
 - 5.1.4 comply with, and may exercise its rights in, the Compliance Obligations;
 - 5.1.5 provide information relating to your use of the Service, to authorities, regulators and law enforcement agencies, if it is legally required to; and
 - 5.1.6 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network.
- 5.2 BT may change the Service so long as the performance of the Service is not materially adversely affected. These sorts of changes might include (but are not limited to):
 - 5.2.1 changing, replacing, introducing or removing features of the Service;
 - 5.2.2 replacing the Service with a materially equivalent Service;
 - 5.2.3 changes to reflect developments in or changes to technology used to provide the Service;
 - 5.2.4 substituting or replacing BT Equipment; or
 - 5.2.5 changes required to (i) protect the integrity or security of the BT Network and (ii) comply with Applicable Law.

6 What you have to do

You will:

- 6.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 6.2 provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and you will make sure the information provided is accurate and complete;
- 6.3 complete any preparation activities that BT may request to enable you to receive the Service promptly and in accordance with any reasonable timescales;



- 6.4 cooperate with BT and comply with any reasonable requests BT makes to help BT provide the Service;
- 6.5 comply with Applicable Law, and make sure that your Users do as well;
- 6.6 comply with the Acceptable Use Policy and the Compliance Obligations and make sure that your Users do as well; and
- 6.7 for Sites not under BT's control, get all the consents, licences, permissions and authorisations we both need and keep them up to date so BT can provide the Service at the Sites, including for:
 - 6.7.1 making alterations to buildings;
 - 6.7.2 getting into property;
 - 6.7.3 dealing with local authorities, landlords or owners;
 - 6.7.4 installing BT Equipment or Purchased Equipment; and
 - 6.7.5 using the Service over your network or at a Site.

7 If you do not comply with the Acceptable Use Policy or Compliance Obligations

- 7.1 If you do not comply with the Acceptable Use Policy or Compliance Obligations, you will be liable for any Claims, losses, costs or liabilities that BT incurs as a result.
- 7.2 BT may, when there is a serious breach of the Acceptable Use Policy or Compliance Obligations, report you and provide your personal information, including Personal Data, to the relevant law enforcement agency.

8 When BT is not to blame

Subject to the occurrence of a Force Majeure Event, in which case Clause 23 applies, BT will not be liable if it fails to do something under the Contract (including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels) to the extent BT's failure is due to:

- 8.1 your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;
- 8.2 anyone other than BT, BT's Affiliates or BT's subcontractors or suppliers doing something, or not doing something, they need to do unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their contract with BT; or
- 8.3 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

Payments

9 Paying what you owe BT

- 9.1 You will pay and be responsible for the Charges, whether the Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 9.2 BT will invoice you, and you will pay BT, in pounds sterling.
- 9.3 BT will work out the Charges based on details that BT records or that are recorded for BT. If applicable to the Service, information on how BT measures how much data you use is set out in Section 15, Part 17 of the BT Price List.
- 9.4 If BT issues an invoice online, it will email you when it has done so.

- 9.5 Unless you are disputing an invoice (see Clause 11), you will pay each invoice BT sends you within 28 days of the date on it. You will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless you legally have to take something off.

- 9.6 BT may reduce the number of days you have to pay each invoice from 28 days to five days, where:

- 9.6.1 you issue a profit warning; or
- 9.6.2 any Credit Agency reduces your credit rating, and

BT reasonably considers that this will affect your ability to pay invoices.

- 9.7 If you make a payment covering more than one invoice:

- 9.7.1 you will tell BT which amounts to apply to which invoices; and
- 9.7.2 if you do not tell BT, BT may apply the payment to any unpaid invoices at its discretion.

- 9.8 You will pay all Charges by direct debit, unless BT agrees otherwise.

- 9.9 You will advise BT promptly of any changes to your bank details that may affect payment of the Charges.

- 9.10 As part of BT's credit management procedures, BT may at any time:

- 9.10.1 require you to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by BT; and
- 9.10.2 carry out a credit vet on you. You will provide BT or its agents with any information it or they may reasonably require for this.

- 9.11 Charges do not include any Transaction Taxes. If BT sends you a valid tax invoice, you will pay all of the Transaction Taxes due, including those BT has paid or will pay that BT is allowed, by Applicable Law, to pass on to you, and that service providers normally pass on to their customers. BT will not charge any Transaction Taxes on Services where you have already given BT a valid tax exemption certificate.

- 9.12 If applicable, you are liable for any Withholding Taxes (and associated interest and penalties if any) on payments to BT, so that the net amount BT receives is not less than the amount invoiced to you.

- 9.13 If you ask for any change to be made to the agreed billing arrangements for the Service, and that change results in additional Transaction Tax or Withholding Tax to BT or any BT Affiliate that they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, BT may modify the Charges to reflect the impact of the change and you will pay BT any additional amounts due.

10 What happens if you do not pay BT

- 10.1 If you do not pay an invoice by the date it is due and you are not disputing the invoice in accordance with Clause 11, BT may:

- 10.1.1 charge you either:
 - (a) a late payment charge, which will be described in the relevant Schedule, Annex, Order or the BT Price List; or
 - (b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed



by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay BT;

10.1.2 restrict or suspend the Service as set out in Clause 15.1; and/or

10.1.3 terminate the Service or the Contract under Clause 18.1.1 on the basis that the parties agree that not paying BT the Charges when due in accordance with the Contract will be deemed a material breach of this Contract.

10.2 You will pay BT any reasonable costs that BT incurs when recovering any amount you owe BT, including debt collection agency and legal costs.

11 Disputing an invoice

11.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 28 days after the date of the invoice.

11.2 If you do not agree with something in an invoice BT sends you after you have made payment, you will give BT Notice of that dispute within six months after the date of the invoice.

11.3 You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice, in accordance with Clause 9.5.

11.4 We will both settle an invoice dispute in accordance with Clause 24.1 and you will pay the amount we both finally agree on within seven days of both of us agreeing it.

11.5 BT may still charge you a late payment charge or interest in accordance with Clause 10.1 for any amount that we both agree under Clause 11.4.

Protecting Information

12 Intellectual Property Rights

12.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.

12.2 If BT provides you with Software so you can use the Service, BT gives you a non-transferable and non-exclusive licence to use the Software only for the purposes and in the manner set out in the Schedule. As well as any terms of the Contract, you will also comply with any third party terms that BT make known to you that apply to the use of the Software or Service.

12.3 You will not and will ensure that your Users do not, copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or BT has given you permission in writing.

12.4 The licence BT gives you in Clause 12.2 will last as long as BT provides you with the relevant Service.

12.5 If your use of the Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, BT will indemnify you for Claims, losses, costs or liabilities brought against you as long as you:

12.5.1 tell BT promptly about the Claim;

12.5.2 give BT complete control of the Claim straightaway;

12.5.3 do not say anything publicly about the Claim, or do anything that harms BT's defence of it; and

12.5.4 do what you can to help BT with the Claim.

12.6 The indemnity in Clause 12.5 will not apply to any part of a Claim that results from or is connected with:

12.6.1 your use of any of the Service with equipment, software or another service BT has not supplied;

12.6.2 your modifying the Service without BT's permission;

12.6.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or

12.6.4 your using the Service in a way BT has not agreed.

12.7 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with:

12.7.1 your use of the Service with equipment, software or another service BT has not supplied;

12.7.2 your modifying the Service, without BT's permission;

12.7.3 any content, designs or specifications that have not been supplied by BT or on BT's behalf; or

12.7.4 your using any of the Service in a way not permitted by this Contract.

12.8 You will stop any activity that led to the Claim against BT as soon as BT gives you Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim against BT, and BT may ask you to actively defend or settle the Claim.

12.9 If using the Service leads to a Claim against you as described in Clause 12.5, or BT believes it is likely to lead to one, BT may, at BT's expense:

12.9.1 get you the right to carry on using the Service; or

12.9.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes someone else's Intellectual Property Rights, as long as the performance of the relevant parts of the Service is not materially affected.

12.10 The indemnity under Clause 12.5 and the actions in Clause 12.9 are the only remedies you will have for Claims that your use of the Software infringes someone else's Intellectual Property Rights.

13 Keeping things confidential

13.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:

13.1.1 to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know;

13.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.

13.2 The party disclosing the Confidential Information in accordance with Clause 13.1.1 will ensure that the people receiving it comply with this Clause 13.



13.3 Each of us will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.

13.4 This Clause 13 will stay in place for a period of three years following the end of this Contract.

14 Data Protection

14.1 In this Contract, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".

14.2 Notwithstanding any other provision in the Contract, for BT to provide a Service, Personal Data may be:

14.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or

14.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and you appoint BT to perform each transfer in order to provide the Services provided that BT will where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including:

- (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates and transfers from you to BT); and
- (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the relevant local authority.

14.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.

14.4 If BT acts as a Controller:

14.4.1 BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:

- (a) administer, track and fulfil Orders for the Service;
- (b) implement the Service;
- (c) manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
- (d) manage, track and resolve Incidents (as defined in the Schedule) with the Service as set out in the Schedule(s);
- (e) administer access to online portals relating to the Service;
- (f) compile, dispatch and manage the payment of invoices;
- (g) manage the Contract and resolve any disputes relating to it;
- (h) respond to general queries relating to the Service or Contract; or
- (i) comply with Applicable Law;

14.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules.

14.5 If BT acts as a Processor:

14.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at www.bt.com/terms;

14.5.2 in order to perform its obligations under the Contract, BT will:

- (a) Process the Customer Personal Data on your behalf in accordance with your documented instructions as set out in Clause 14.5.11, except where:
 - (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify you of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
 - (ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by you in accordance with Clause 14.5.11 infringes the Data Protection Legislation and BT will inform you of its opinion without undue delay and will not be required to comply with that instruction;
- (b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;
- (c) provide Notice to you without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
- (d) only use the Sub-Processors approved by you by entering into the Contract or in accordance with Clause 14.5.9; and
- (e) assist you in your compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:
 - (i) its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
 - (ii) the security of the Processing of the Customer Personal Data;
 - (iii) notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
 - (iv) a data protection impact assessment as may be required by Data Protection Legislation and prior consultation with the Supervisory Authority,

and you will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 14.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in Clause 14.5.2(b);



- 14.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at your option, BT will delete or return the Customer Personal Data within a reasonable time period and you will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;
- 14.5.4 BT will make available to you the information demonstrating BT's compliance with its obligations set out in Clause 14.5, and, subject to 30 days' Notice from you, allow for and reasonably cooperate with you (or a third party auditor appointed by you) to audit this compliance at reasonable intervals (but not more than once per year), so long as:
- (a) the audit will:
 - (i) not disrupt BT's business;
 - (ii) be conducted during Business Days;
 - (iii) not interfere with the interests of BT's other customers;
 - (iv) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
 - (v) not exceed a period of two successive Business Days;
 - (b) you (or your third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
 - (c) you will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in Clauses 14.5, those of its Sub-Processors.
- 14.5.5 BT may demonstrate its compliance with its obligations set out in Clause 14.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);
- 14.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law;
- 14.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 14.5.8 BT may use Sub-Processors in accordance with Clause 26.2 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 14.5 will be imposed on any Sub-Processors;
- 14.5.9 BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:
- (a) providing you with online notice of the intended changes at www.bt.com/terms and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or
 - (b) giving you Notice in accordance with Clause 25 and you will have 30 days starting from the date of the Notice to object to the change, and
- if you do not object in accordance with Clauses 14.5.9(a) or 14.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors;
- 14.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 25 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by Clause 14.5.9, we will address your objection in accordance with the process set out in Clause 24.1 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 24.1;
- 14.5.11 the Contract contains your complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with Clause 31 to take account of any resulting change in the Charges or the Service;
- 14.5.12 you will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and
- 14.5.13 you will only disclose to BT the Personal Data that BT requires to perform the Service.
- 14.6 Where each party acts as a Controller in relation to the Processing of Personal Data under the Contract, the parties will not act as joint Controllers (as defined by Data Protection Legislation) in relation to such Processing.
- 14.7 If, in accordance with Clause 32, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, you will act reasonably and in good faith.

Ending the Service or the Contract

15 When BT may restrict or suspend the Service

- 15.1 BT may restrict or suspend the Service:
- 15.1.1 if BT needs to do Maintenance;
 - 15.1.2 to implement a change under Clause 5.2;
 - 15.1.3 if you do not pay BT on time and in the way described in Clause 9.5; and
 - 15.1.4 if BT reasonably believes:
 - (a) you have not complied with the Acceptable Use Policy or Compliance Obligations; or
 - (b) it needs to in order to protect the integrity or security of the BT Network.
- 15.2 If BT restricts or suspends the Service because of the reasons in Clauses 15.1.3 or 15.1.4:
- 15.2.1 you will still have to pay the Charges that are payable for the Service until the Service ends;



15.2.2 BT may apply a Charge, to start the Service again; and

15.2.3 Prior to starting the Service again, BT reserves the right to require you to pay the Charges that are payable for the Service until the Service ends by direct debit.

15.3 BT may suspend the Service if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract.

15.4 If BT decides to restrict or suspend the Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

16 Cancelling an Order before the Service Start Date

16.1 You can cancel an Order by giving BT Notice, as long as the Notice reaches BT before the Service Start Date.

16.2 If you cancel an Order in accordance with Clause 16.1, then:

16.2.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, BT may amend the Charges to reflect this; and

16.2.2 you will pay BT the Cancellation Charges that are described in the Schedule. If there are no Cancellation Charges in the Schedule, but BT has incurred any costs in order to get ready to provide your Service, including cancellation charges from one of BT's subcontractors or suppliers or other costs payable to a third party, you will pay BT those costs that are reasonable in accordance with Clause 9.5.

17 If either of us want to terminate the Contract or the Service

17.1 Either of us at any time on or after the relevant Service Start Date can terminate the Contract in whole or in part by giving Notice in accordance with Clause 17.2 and we will each have to pay the other the amounts set out in Clause 21.

17.2 The required Notice period for terminating under Clause 17.1 is:

17.2.1 as set out in Part A of the Schedule; or

17.2.2 if it is not set out in the Schedule, 90 days.

17.3 As long as you pay the amounts set out in Clauses 21.1 and 21.2 you may, if BT agrees, give BT Notice as set out in Clause 17.1 with either:

17.3.1 a shorter Notice period than as set out in Clause 17.2; or

17.3.2 with no advance Notice period.

18 Terminating the Contract when something has gone wrong

18.1 Either of us may terminate the Contract in whole or in part straightaway by giving the other party Notice to terminate if:

18.1.1 the other materially breaches the Contract and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;

18.1.2 the other materially breaches the Contract and the situation cannot be put right; or

18.1.3 an Insolvency Event applies to the other,

and we will each have to pay the other the amounts referred to in Clause 21.1.

18.2 BT may terminate the Contract, if you do not pay what you owe BT under any other contract that you have entered into with BT, as set out in that other contract, and you will have to pay the amounts referred to in Clause 21.1.

19 Terminating the Contract if there is an event beyond either of our control

19.1 If a Force Majeure Event means the Service is completely and continuously unavailable for more than 30 consecutive calendar days, either of us can terminate the Contract straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 21.1.

19.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 19.1 will end and the Notice will have no effect.

20 What happens when the Contract is terminated

If the Contract, a Service or any Order is cancelled, terminated or expires, for any reason, it will not affect any rights that either of us have up to that point.

21 What we both need to pay when the Contract is terminated

21.1 If:

21.1.1 the Contract, any Service or any Order is cancelled, terminated or expires, for any reason, including termination under Clause 19.1, each of us will immediately pay the other any money and interest that is due on the date of termination;

21.1.2 the Contract is terminated in whole or in part in accordance with Clause 18.1.3, the party terminating may alternatively set off any amounts due under this Contract or any other contract between us.

21.2 If you terminate the Contract, the Service or any Order using your rights set out in Clause 17, you will pay BT:

21.2.1 the Termination Charges (unless you terminate because BT has made a change to the Contract that causes you material detriment, in which case the terms set out in the Schedule will apply); and

21.2.2 all Charges for the Service that are or would have been performed during the Notice period set out in Clause 17.2 whether or not the Notice period is actually given.

21.3 In addition to other rights and remedies, If BT terminates the Service or Contract under Clause 18.1 or Clause 18.2, BT may charge you the Termination Charges applicable to the relevant Service.

21.4 You acknowledge that any Termination Charges are proportionate given the early termination of the Service or Contract before the end of the applicable Minimum Term and having regard to the overall commercial interests of the parties, and that the Termination Charges do not represent a penalty.

If Something Goes Wrong

22 How far each of us can be held responsible



- 22.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 22.2 Nothing in the Contract excludes or limits the liability of either of us for:
- 22.2.1 death or personal injury caused by either of us being negligent;
 - 22.2.2 fraud or fraudulent misrepresentation; or
 - 22.2.3 any other liability that cannot be excluded or limited under Applicable Law.
- 22.3 Other than for those matters set out in Clause 22.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:
- 22.3.1 any of the following losses, no matter if those losses are direct or indirect:
 - (a) loss of profit, revenue or anticipated savings;
 - (b) loss of business or contracts;
 - (c) loss of goodwill;
 - (d) loss from wasted expenditure, wasted time, or business interruption;
 - (e) loss, destruction or corruption of data;
 - (f) liability to any third parties unless a Clause in the Contract says something different; and
 - (g) any special, indirect or consequential loss or damage.
- 22.4 Other than for those matters set out in Clause 22.2 and Clause 22.5, the total liability of either of us, regardless of how that liability arose and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:
- 22.4.1 £100,000, and
 - 22.4.2 an amount equal to:
 - (a) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date; or
 - (b) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.
- 22.5 Your obligations to:
- 22.5.1 pay any Charges including any interest payable under Clause 10.1.1(b) and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay the taxes where applicable;
 - 22.5.2 refund any Service Credits; or
 - 22.5.3 pay any Termination Charges,
- are in addition to and will not be counted towards the limitations set out in Clause 22.4 and will not be subject to the exclusions at Clause 22.3.
- 22.6 Regardless of what it may say elsewhere in the Contract, both of us will take reasonable steps to mitigate each of

our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

- 22.7 If BT fails to meet a Service Level and this means that you are entitled to Service Credits, the only remedy available to you for that failure will be to receive those Service Credits, except when BT's failure amounts to material breach of the Contract, in which case, BT will take the value of any Service Credits given from any amount agreed as payable by BT in accordance with Clause 24.1 or awarded by a court of competent jurisdiction.
- 22.8 BT recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.
- 22.9 Provided BT has complied with its obligation set out in Clause 5.1.6, BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the BT Network.

23 Force Majeure Events

- 23.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:
- 23.1.1 take all reasonable steps to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 23.1.2 inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Service and the reasonable steps which are being taken to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
 - 23.1.3 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event;
 - 23.1.4 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and
 - 23.1.5 still be liable for any breaches of Contract prior to the Force Majeure Event where the other party has used their rights set out in Clause 18.
- 23.2 Nothing in this Clause 23 affects your obligation to pay BT any amounts payable under the Contract on time and in the way described in Clause 9.5.

24 Settling disputes

- 24.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved.
- 24.2 BT will try to resolve any complaint or dispute that you may have with BT in accordance with the procedure set out in Clauses 24.3 to 24.5 below. If the matter is not resolved through that procedure, then either of us may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode> copies of which are available on request.
- 24.3 We will both use the following dispute resolution process:
- 24.3.1 whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;



- 24.3.2 we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;
- 24.3.3 if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and
- 24.3.4 if the dispute is still not settled 14 days after it is escalated, we will both consider mediation as set out in Clause 24.4.
- 24.4 After complying with Clause 24.3, either of us may, by giving Notice to the other, propose a mediator, in which case:
 - 24.4.1 unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice;
 - 24.4.2 if both of us cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;
 - 24.4.3 unless we both agree otherwise, any mediation will happen in London, in English; and
 - 24.4.4 unless we both agree otherwise, we will both share the costs of mediation equally.
- 24.5 Nothing in this Clause 24 stops either of us:
 - 24.5.1 seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Contract already provides an adequate remedy;
 - 24.5.2 going to a court of competent jurisdiction if either of us considers it reasonable; or
 - 24.5.3 doing anything else this Contract lets us do.

Everything Else

25 Sending Notices under the Contract

- 25.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
 - 25.1.1 send it by email, in the case of Notices from BT to you only;
 - 25.1.2 deliver it by hand; or
 - 25.1.3 send it by pre-paid post, recorded delivery or courier.
- 25.2 Notices need to be sent to:
 - 25.2.1 BT, at the postal address shown on the invoice or any other address that BT tells you to send Notices to; or
 - 25.2.2 you, at the address that you ask BT to send invoices to, the address of the Site, your primary email address, or, if you are a limited company, your registered office address as of the date of the Notice or any other address or email address you tell BT to use by giving Notice to BT.
- 25.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.
- 25.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day):
 - 25.4.1 of transmission, if it is an email;

- 25.4.2 the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or
- 25.4.3 three days after posting, if it is sent by pre-paid post or recorded delivery.

26 Transferring to another party

- 26.1 Either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.
- 26.2 BT may subcontract any of BT's responsibilities under the Contract to another entity, including to a BT Affiliate, but if it does, it will still be responsible to you under the Contract.
- 26.3 If BT subcontracts the performance of any of BT's rights or obligations to a BT Affiliate as described in Clause 26.2, you will, once you receive Notice from BT, deal directly with the BT Affiliate for ordering, provisioning or maintaining the Service.
- 26.4 By giving you Notice, BT can novate the Contract, a Service or an Order to a BT Affiliate. If BT does, all BT's rights, responsibilities and liabilities will transfer to the BT Affiliate and you will need to deal with the BT Affiliate instead of BT as BT will no longer be a party to the Contract in relation to the relevant Service.
- 26.5 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

27 Third parties' rights

A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.

28 No partnership or agency arrangement

Unless a Clause in the Contract says something different, the Contract does not:

- 28.1 set up any partnership, exclusive arrangement or joint venture between us;
- 28.2 make one of us the agent of the other; or
- 28.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

29 No waiver

If either of us does not do, or delays doing, something that this Contract allows, they will not have waived their right to do it, unless the Contract says something different.

30 What happens if part of the Contract is illegal, invalid or unenforceable

- 30.1 If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected.
- 30.2 If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

31 Service Amendment

- 31.1 You may request, by giving BT Notice, a change to:



31.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or

31.1.2 the Service at any time after the Service Start Date,

and where BT agrees to the change you will pay any additional Charges.

31.2 BT has no obligation to proceed with any change that you request in accordance with Clause 31.1.

31.3 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

32 Making changes to the Contract

BT may make changes to the Contract as set out in the Schedule.

33 After the Contract ends

At the end of the Contract, provisions in the Contract that we both expect to remain in place after it ends will stay in place.

34 The Contract stands on its own

34.1 The Contract sets out the whole agreement between both of us and replaces any previous communication between us.

34.2 Your own standard terms are not part of the Contract even if you provided them to BT before signing the Contract, or if you send them to BT or refer to them in an Order.

34.3 By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 34.

35 Choice of law and courts

35.1 The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or our relationship, including non-contractual ones.

35.2 Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Contract or our relationship, including non-contractual ones.

36 Counterparts

The Contract can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Contract for all purposes.

Defined Terms

"Acceptable Use Policy" means specific rules that you have to follow when using the Services. You can find the policy at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that BT may advise you).

"Affiliate" means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or BT.

"Annex" means any annex to the Schedule that describes the Service or sets out specific terms that apply to it.

"Applicable Law" means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America.

"BT" means British Telecommunications plc of 1 Braham Street, London, E1 8EE, registered in England with company number 1800000.

"BT Equipment" means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Service.

"BT Group" means BT Group plc and its Affiliates.

"BT Network" means the communications network owned or leased by BT and used to provide the Service.

"BT Price List" means the document containing a list of BT's charges and terms that can be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"BT Privacy Policy" means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <https://www.bt.com/privacy-policy>.

"Business Day" means any day generally seen locally in the place where the Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

"Cancellation Charges" means any compensatory charges payable by you to BT on cancellation of an Order in accordance with Clause 16 and as set out in a Schedule.

"Charges" means the fees and charges that you pay in relation to Service as set out in the Schedule.

"Claim" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

"Compliance Obligations" mean those provisions, obligations and rights set out in the document that can be found at <https://www.bt.com/products/static/terms/business-homepage.html> (or any other online address that BT may advise you).

"Confidential Information" means confidential information either of us (or each of our officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

- (a) the Contract;
- (b) information about technical or commercial know-how, specifications, inventions, processes or initiatives; or
- (c) any information a reasonable business person would see as confidential about:
 - (i) the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either of us or our Affiliates; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of either of us or our Affiliates,

but it does not include:

- (a) information that is available to the public, or becomes available, unless it is because one of us breaches the Contract;
- (b) information that was already available to the receiving party on a non-confidential basis;



- (c) information we both agree in writing is not confidential information; or
- (d) information that was developed by or for the receiving party independently of the confidential information.

"Contract" means the agreement between you and BT that is made up of these General Terms, the Schedule, any Annexes, the Order, and if applicable to the Service, the BT Price List.

"Credit Agency" means Experian, Equifax and Callcredit.

"Customer" means the party BT contracts with to provide the Service to.

"Customer Committed Date" means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.

"Customer Contact" means any individuals authorised to act on your behalf for Service management matters.

"Customer Personal Data" means only the proportion of Personal Data where you are the Controller and that BT needs to Process on your behalf as a Processor in providing the Services to you under the Contract.

"Data Protection Legislation" means any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individuals' privacy that apply as a result of the provision or receipt of a Service including but not limited to the GDPR.

"Effective Date" means, except where BT gives you Notice otherwise, the date you accept BT's offer to enter into the Contract, as further described in the order confirmation email.

"Force Majeure Event" means any event that neither of us can control and that stops or delays either of us from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("**EU GDPR**") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR) and the UK GDPR, as applicable to the processing.

"General Terms" means these terms.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

"Insolvency Event" means any of the following events that occurs where one of us:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with its creditors, or assignment for the benefit of its creditors;
- (d) goes into voluntary or compulsory liquidation, except for reconstruction or amalgamation purposes;
- (e) stops trading or operating;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are seized or have a receiver or administrator appointed over them; or

- (g) faces any of these situations because a notice is given, a petition is issued, a resolution is passed, or any other step is taken in their jurisdiction.

"Intellectual Property Rights" means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

"Maintenance" means any work on the BT Network or Service, including to maintain, repair or improve the performance of the BT Network or Service.

"Minimum Term" means the minimum period for which you commit to receive the Service and pay the Charges as specified in the Schedule or any Order. The Minimum Term may also be referred to as a Fixed Commitment Period, Minimum Period of Service, Minimum Period or other term referring to a commitment period in the Schedule.

"Notice" means any notice to be given by one of us to the other under the Contract in accordance with Clause 25.

"Open Source Software" means software BT has distributed to you that is licensed under a separate open source licence.

"Order" means any order or part of an Order you give to BT that is accepted by BT for the Service.

"Purchased Equipment" means any equipment, including any Software, that BT sells or licenses to you.

"Schedule" means the schedule that describes the Service and sets out the specific terms that apply to it, and includes any Annexes for the Service except for the purposes of Clause 2.

"Service" means the service that BT provides under the Contract. If relevant, it includes the service for a particular Site, or a part or component of the Service and may also include content that BT has provided to you as well as Purchased Equipment.

"Service Credit" means any remedy for failure by BT to meet a Service Level as set out in the Schedule.

"Service Level" means the agreed minimum level of performance BT will provide for the Service.

"Service Start Date" means the date BT first makes the Service available to you.

"Site" means any place identified in a Schedule or Order from or to which BT provides the Service.

"Software" means any software in object code format only and related documentation (whether on tangible or intangible media) that BT provides to you as part of the Service. It includes any embedded software but it excludes Open Source Software.

"Sub-Processor" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.

"Termination Charges" means any charges payable by you to BT on termination of the Service or the Contract in whole or in part during the Minimum Term.

"Transaction Taxes" mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Service.

"User" means any person you allow to use the Service.

"UK GDPR" means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended), as amended or replaced.



"**Withholding Tax**" means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.



Smart Messaging Tailored Service Schedule to the General Terms

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A note on 'you'

'You' or 'your' means one or both of you (the Customer) and your Users, whichever makes sense in the context of the sentence.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Smart Messaging Tailored Service

1 Service Summary

- 1.1 BT will provide you with a right to access and use its communication platform and messaging service, delivered via the Customer Portal, comprising:
- 1.2 the Standard Service Components;
- 1.3 any of the Service Options that are selected by you as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 (the "**Smart Messaging Tailored Service**").

2 Standard Service Components

BT will provide you with the following standard service components ("**Standard Service Components**") in accordance with the details set out in any applicable Order:

- 2.1 **Customer Portal:** access to the Customer Portal via any compatible web browser that has Internet access, to enable each Administrator to:
 - 2.1.1 access and use the Service Options you have selected via the Customer Portal;
 - 2.1.2 register and de-register Users and their permissions;
 - 2.1.3 manage the configuration of Users' profiles, including the groups or teams to which they belong and their access permissions to the Customer Portal;
 - 2.1.4 set up and manage contacts, groups, and lists;
 - 2.1.5 set up and manage configuration and consent settings; and
 - 2.1.6 access historical and real-time reporting on the usage by Users of the Smart Messaging Tailored Service.
- 2.2 **Introductory training:** an introductory webinar training session for your Administrator(s) on how to use the Customer Portal.
- 2.3 **Guidance Documentation:** set up guides, user and maintenance guides, manuals, and other documentation in relation to the use or operation of the Smart Messaging Tailored Service ("**Guidance Documentation**") via the Customer Portal.
- 2.4 **Technical Support:** technical support by telephone or email to the Service Desk during Business Hours to assist with account provisioning, basic troubleshooting, general platform queries, password resets, diagnostics, software workarounds and other non-critical requests.
- 2.5 **Emergency Hotline Support:** access to an emergency telephone hotline, available 24 x 7 x 365, to report and seek support on Critical Incidents or Major Incidents and unplanned outages.

3 Service Options

BT will provide you with any of the following options that are selected by you as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order:

- 3.1 **Messaging Features**
 - 3.1.1 **WebSMS:** standard web-based UK and international SMS messaging service for an unlimited number of Users (the "**WebSMS Module**"), which includes:
 - (a) message personalisation;
 - (b) scheduled delivery of messages; and
 - (c) simple usage reporting.
 - 3.1.2 **WebSMS+:** includes all the features of the WebSMS Module, as well as additional functionality such as:
 - (a) ability to send bulk SMS to contacts, groups, or lists;
 - (b) setting Message validity period and delivery times;
 - (c) Message personalisation and templates;

- (d) Message cloning;
 - (e) setting frequency for recurring campaigns;
 - (f) permission management to enable End Recipients to opt-out from Messages; and
 - (g) blacklisting and whitelisting.
- 3.1.3 **Inbound:** this module allows the Customer Portal to receive an incoming Message sent from a mobile device (the “**Inbound Module**”). It can automatically sort, and respond to the Message, based on the Message’s content.
- 3.1.4 **Inbound+:** this module includes all the features of the Inbound Module, but adds real-time tracking, detailed reports, permission-management, and easy integration into your existing systems, such as customer relationship management (CRM) systems.
- 3.1.5 **Interactive Voice recognition and Response:** means a technology that usually prompts for the caller to provide information either verbally or manually to enable routing or responding to calls (the “**IVR**”).
- 3.1.6 **Authenticator:** this module is a two-factor mobile authentication system to enable access to online services, using a one-time password delivered via SMS to a mobile handset.
- 3.1.7 **StaffMatch:** this module is an automated shift fulfilment system which enables staff registration of skills, work preferences and mobile phone numbers; integration with your intranet or other systems, e.g., payroll, HR and setting business rules to make placement offers to casual staff members; reporting with insight on staff and management behavioural information.
- 3.1.8 **Reminder:** this module provides the ability to deliver SMS appointment and event reminders, confirm appointment attendance and report on attendance in real-time.
- 3.1.9 **StaffSafe:** this is a job dispatch and status/safety system module, which can be integrated into existing workforce management IT systems, and which enables simple, automated SMS field staff check-ins, real-time safety status updates and automatic escalation.
- 3.1.10 **Rapid Alert:** this module gives you the tools to quickly send template Messages to pre-defined groups of End Recipients by using the Customer Portal to notify your people of emergency incidents so they can respond quickly.
- 3.1.11 **Simple Template Messaging:** this module allows Administrators to create pre-defined templates that are ready for use by other Users with certain editable fields, to help eliminate potential communications errors.
- 3.1.12 **Conversational AI:** this is a license, customisation and implementation service package that enables you to deliver AI-powered chatbot, robotic process automation (RPA), live chat and virtual assistant solutions over multiple channels. BT will provide you with the applicable Conversational AI service plan(s), add-on(s) and implementation package(s) set out in a separate statement of work.
- (a) Conversational AI service channels:
 - (i) SMS;
 - (ii) RCS;
 - (iii) WhatsApp;
 - (iv) Push Notifications;
 - (v) Email;
 - (vi) Facebook Messenger;
 - (vii) Website – Widget;
 - (viii) Website – Embedded;
 - (ix) Website – Full Page; and
 - (x) any additional channels added as service options in the future as may be notified to you by BT.
- (“**Channels**”)
- 3.1.13 **IP Filtering:** this module provides an extra level of authentication for API calls by authenticating against the username, the password, and the IP address that the API call is made from.
- 3.1.14 **2FA for Customer Portal:** this module allows Administrators to enable two-factor authentication for Customer Portal users by sending one-time passwords via SMS.
- 3.1.15 **Connect API – SMS:** an API that allows you to send, receive, query, or cancel SMS messages, with records of all messages sent via the Connect API interface recorded by the Smart Messaging Tailored Service.
- 3.1.16 **Omni-Channel:** this module allows you to send messages via the Customer Portal with multiple content types such as plain text, rich text, or voice to one or many persons (contacts, groups, lists or any specified mobile or email addresses) via multiple channels of communication such as SMS, voice, and email.



- 3.1.17 **Escalations:** this module enhances the Omni-Channel messages using either user-defined rules or rules defined by your organization to resend or try alternate delivery methods to increase the likelihood the message is received and actioned.
- 3.1.18 **Voice:** this is a voice message broadcasting and alerting tool which allows you to create, and record spoken messages, or input text, which are then converted to voice and broadcasted to a single mobile or landline user, or to large group of both mobile and landline users.
- 3.1.19 **RCS Business Messaging ("RBM"):** this module allows you to create RCS messages using the drag and drop editor and send RCS messages to RCS-enabled devices.
- 3.1.20 **Connect API - RCS:** this module is an API that can be used to send, receive, query, or cancel RCS messages, with a record of all messages sent via the Connect API interface recorded in the Smart Messaging Tailored Service.
- 3.1.21 **Emailer:** this is an easy-to-use email campaign management tool with broadcast delivery feature for communicating with large number of recipients using email messages, with features such as mail merge, delivery rate controls and unsubscribe controls for spam compliance.
- 3.1.22 **Connect API – Email:** this is an API that can be used to send, receive, query, or cancel email messages, with a record of all messages sent via the Connect API interface recorded in the Smart Messaging Tailored Service.
- 3.1.23 **High Availability (API traffic):** this module provides an automatic failover to a second and independent instance to provide transparent failover for API traffic (only).
- 3.1.24 **Active Directory (LDAP) Plug-In:** this module plugin allows you to sync your company's employee directory into a Customer Portal's address book directly whilst reducing time and errors caused by manual updates.
- 3.1.25 **Shorten URL:** this module allows you to automatically convert lengthy URLs in SMS messages to be short, branded URLs with unique ID.
- 3.1.26 **Voice API:** this module is an application programming interface that sends voice messages through file attachments, text-to-speech functionality or by invoking action-based objects stored on the Customer Portal. Action-based objects allow to combine audio-streaming, text-to-speech, and pin input options in a single voice call.
- 3.2 **Reporting and Administration Features**
 - 3.2.1 **Reports:** this module provides an online view of usage and messaging interactions, which can be requested by the user on an ad-hoc basis.
 - 3.2.2 **Summary Reports:** this module is a separate cost centre/usage report in a predefined format, which is scheduled to be delivered to you at a pre-defined time.
 - 3.2.3 **Reports+:** this module gives you the flexibility to run ad-hoc or scheduled reports for outbound Messages and inbound messages and these reports can also be exported for processing by other systems.
 - 3.2.4 **Admin+:** this module adds additional functionality by allowing the Administrator to see and manage the overall organisation hierarchy.
 - 3.2.5 **Content Masking Licence:** depending on the classification of data you and your Users send in Messages, you may wish to add this module which enables your Users to provision a licence to mask the content of any Messages transmitted, so that Message content is not visible in reports and cannot be extracted from the Customer Portal.
- 3.3 **Technology Options**
 - 3.3.1 **Basic APIs:** the basic APIs available include HTTP/S, SMTP, FTP, SMPP, REST and WSDL, which provide the capability to integrate the Smart Messaging Tailored Service into a variety of IT systems and customer back-end systems, applications, and websites.
 - 3.3.2 **SSH File Transfer Protocol (SFTP):** this module provides file access and file transfer securely from third party systems to the Customer Portal.
 - 3.3.3 **Open Secure Socket Layer (OpenSSL):** this is an open certificate management tool that utilises Secure Socket Layer (SSL) and Transport Security Layer (TLS) to secure your data between third party systems and the Customer Portal using a public and private key combination.
 - 3.3.4 **Virtual Private Network (VPN):** this module secures your data between third party systems and the Customer Portal in its own private network by establishing a virtual point-to-point connection.
- 3.4 **Connectivity Options**
 - 3.4.1 **Virtual Mobile Numbers:** you can purchase dedicated virtual mobile numbers, which can be used to receive inbound Messages from an End Recipient which are then forwarded to the Customer Portal.



- 3.4.2 **Dedicated Short Codes:** you can purchase one or more dedicated Short Codes, which you can use to run messaging campaigns. End Recipients who respond to a Message using the dedicated Short Code are charged at their Network Operator's standard SMS rate.
- 3.4.3 **Dedicated Short Codes – Free to End User:** you can purchase one or more dedicated Short Codes that are free to the End Recipient, which you can use to run messaging campaigns. End Recipients who respond to a Message using the dedicated Short Code are not charged as their SMS reply is free. Instead, you will pay the cost of the reply SMS based on the rate specified in the Order.
- 3.4.4 **Shared Short Codes:** you are allocated a Shared Short Code which can also be used by one or more other BT customers or applications, in which case, keywords are used to identify your business to the intended End Recipient.
- 3.4.5 **Keywords:** Keywords are used with short codes or a dedicated virtual mobile number so that End Recipients can respond to specific adverts or campaigns. Keywords can be purchased (subject to availability) for better brand recognition.
- 3.4.6 **Alpha Tags:** you can use one or more Alphanumeric Codes or Alpha Tags to personalise the sender's name in any Messages you send using the Smart Messaging Tailored Service (in place of a standard mobile phone number), so the End Recipient can see the name of the brand, company or department sending the Message.
- 3.5 **Additional Support Options**
 - 3.5.1 **Enhanced Support Service:** 24 x 7 x 365 direct access to BT's Service Desk for technical and customer account support.
 - 3.5.2 **Pre and Post Sales Technical Support:** technical support for API and other integrations.
 - 3.5.3 **Professional Services:** any Professional Services in addition to the standard delivery of the Smart Messaging Tailored Service provided by BT in accordance with Paragraph 8.1.
 - 3.5.4 **Bespoke Training:** any agreed additional training you may require as part of your use of the Smart Messaging Tailored Service.
 - 3.5.5 **Bespoke Development:** any agreed bespoke development you require as part of your use of the Smart Messaging Tailored Service.
- 3.6 BT does not guarantee that the Dedicated Short Codes – Free to End User Service Option will be available on all or any UK mobile virtual network operators.

4 Service Management Boundary

- 4.1 BT will provide and manage the Smart Messaging Tailored Service in accordance with Parts B and C of this Schedule:
 - (a) commencing at the point at which a Message is submitted to the Customer Portal and ending when there is a successful Message Delivery; and
 - (b) with respect to Conversational AI within Soprano's cloud-based chatbot infrastructure, messaging and data analysis platform, excluding any Third Party Channels("Service Management Boundary").
- 4.2 BT will have no responsibility for the Smart Messaging Tailored Service outside the Service Management Boundary.
- 4.3 Subject to Paragraph 4.1 above, the Smart Messaging Tailored Service does not include the actual delivery of a Message to the End Recipient and BT will not be liable for any failure of, or delay in, the delivery of a Message to an End Recipient provided that Message Delivery has taken place.
- 4.4 BT does not make any representations, whether express or implied, about whether the Smart Messaging Tailored Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.5 Access to the Smart Messaging Tailored Service is dependent on the suitability of any Customer Equipment (including smart phones, tablets, and other similar devices capable of connecting to the Internet) and, if applicable, your network. You are responsible for your systems, Customer Equipment, your network, and any connectivity used in connection with the Smart Messaging Tailored Service.
- 4.6 It is your responsibility to satisfy yourself that the Service Options you select are suitable for your intended purpose and requirements, and ensure that you comply with any Applicable Law, and industry or regulatory codes and guidelines with respect to your use of the Smart Messaging Tailored Service, including any Service Options.
- 4.7 BT will not be responsible in any way for any electronic communications services provided by any other Communications Provider, and you are responsible for making applications to such providers, for compliance with their terms and for payment of any charges.
- 4.8 BT is not responsible or liable for and makes no representation or warranty for:



- (a) use of the Conversational AI Service Option by your Users;
- (b) use of the Customer Data with the Conversational AI Service Option; or
- (c) the consequences of your failure to fulfil any of the responsibilities stated in Paragraph 9.3.1.

5 Associated Services and Third Parties

- 5.1 You will need an Internet connection to enable your access and use of the Smart Messaging Tailored Service, including any Customer Equipment necessary for such Internet connection. Such Internet connection may be provided by BT (under a separate contract) or by another Communications Provider.
- 5.2 If BT provides you with any services other than the Smart Messaging Tailored Service, this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.3 BT will not be liable for failure to or delay in supplying the Smart Messaging Tailored Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.
- 5.4 The BT Smart Messaging Tailored Service may interface with websites, communication channels, and applications made available by third parties, including without limitation the Channels, ("**Third Party Channels**"). You acknowledge that use of such Third Party Channels by you or the Users is solely at your/their own risk, and BT makes no recommendation, representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to them. Use of the Third Party Channels is subject to their terms and conditions. BT is not responsible for the provision of the Third Party Channels or for any software, middleware or platform other than the Smart Messaging Tailored Service.
- 5.5 Any open-sourced software provided as part of the Conversational AI Service Option will be specified in the relevant statement of work and may only be used according to the terms and conditions of the specific licence under which it is distributed.

6 Standard of Service

- 6.1 BT will use reasonable endeavours to provide you with an uninterrupted Smart Messaging Tailored Service where technically possible, but you understand that:
 - 6.1.1 from time-to-time Incidents may occur;
 - 6.1.2 the quality and availability of the Smart Messaging Tailored Service is subject to factors beyond BT's control, including:
 - 6.1.2.1 local geography and topography;
 - 6.1.2.2 weather or atmospheric conditions;
 - 6.1.2.3 degradation, congestion, or maintenance requirements of the BT Network including but not limited to re-positioning or decommissioning of mobile base stations;
 - 6.1.2.4 other physical or electromagnetic obstructions or interference;
 - 6.1.2.5 faults in, or availability of, other telecommunications networks to which the BT Network is connected;
 - 6.1.2.6 acts or omissions of any other Suppliers to which the BT Network is connected; and
 - 6.1.2.7 the compatibility of any Customer Equipment you use;
 - 6.1.3 the Smart Messaging Tailored Service platform does not provide data encryption capabilities at rest and BT will not be liable for any loss or corruption of any data;
 - 6.1.4 BT will not guarantee that BT will be able to remedy all Incidents you report or that BT will be able to advise on all Smart Messaging Tailored Service-related issues;
 - 6.1.5 BT does not guarantee the security of the Smart Messaging Tailored Service against unauthorised or unlawful access or use; and
 - 6.1.6 BT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Smart Messaging Tailored Service, or for your failure to correctly follow BT's advice and recommendations.
- 6.2 BT does not warrant that the Smart Messaging Tailored Service or Software supplied under the Contract will be free of all Incidents or that its use will be uninterrupted, but BT will remedy any defects that significantly impair performance within a reasonable time.

7 Specific Terms

7.1 Changes to the Contract

- 7.1.1 Subject to Paragraph 7.1.3, BT may by giving at least 10 days' Notice to you vary from time to time:



- (a) the Charges; or
- (b) the provisions of this Schedule (including any Annex or the General Terms, to the extent applicable to this Schedule) where that variation is required as a result of:
 - (i) any Applicable Law;
 - (ii) changes imposed by third party manufacturers or suppliers;
 - (iii) the need to maintain the integrity or security of the Smart Messaging Tailored Service;
 - (iv) a change in BT's supplier arrangements; or
 - (v) a change to BT's operations where that change is also implemented in relation to most BT's business customers.

7.1.2 Where the Charges are set out in the Order, this variation will take effect from the date that BT notifies you that the variation will take effect.

7.1.3 Where any variation BT makes under Paragraph 7.1.1 is of material detriment to you, BT will give you at least 20 days' Notice of the variation (apart from where this is not practicable due to a change imposed by a legal or Regulatory Body) and you may choose to exercise your right to terminate the Smart Messaging Tailored Service under Clause 17 of the General Terms within 30 days after the date on which the variation became effective and you will not have to pay any Reconciliation Charges if you so terminate. If you do not exercise your right to terminate during such period, you will be deemed to have accepted the variation.

7.2 Annual Price Increase

7.2.1 BT will include an annual increase to the Charges for the Smart Messaging Tailored Service by a percentage comprised of:

- (a) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus
- (b) a maximum figure of 3.9 % ("**Annual Price Increase**").

7.2.2 If applicable, the Annual Price Increase will take effect on bills dated on or after 1st April of each year.

7.2.3 If the CPI figure is negative in the relevant year, BT will only increase the Charges by a maximum of 3.9%. The change to the Charges as a result of the Annual Price Increase will not cause you material detriment and will not give you the right to terminate the Contract without paying Termination Charges.

7.3 Minimum Period of Service

7.3.1 At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Smart Messaging Tailored Service in accordance with the Contract:

- (a) BT will continue to provide the Smart Messaging Tailored Service;
- (b) where any UK Mobile SMS Commitment Option applies during the Minimum Period of Service, the UK Mobile SMS Commitment Option and related UK Mobile SMS Committed Volume and UK Mobile SMS Committed Spend requirements (as set out in Part A, Section 9 of the Order and in this Schedule) will cease to apply and BT or EE (as applicable) will invoice you the standard Base Price for UK Mobile SMS (as set out in Part A, Section 8 of the Order) from the expiry of the Minimum Period of Service; and
- (c) both of us will continue to perform each of our obligations in accordance with the Contract.

7.4 Service Start Date

Where the Smart Messaging Tailored Service is to be provided at more than one Site, the Service Start Date is when the Smart Messaging Tailored Service is made available at the first Site.

7.5 Termination for Convenience

For the purposes of Clause 17 of the General Terms, at any time after the Service Start Date and without cause:

- 7.5.1 subject to your payment of any relevant Reconciliation Charges and/or Termination Charges (where applicable), you may at any time terminate the Contract or the Smart Messaging Tailored Service in whole by giving BT at least 90 days' Notice;
- 7.5.2 BT may at any time terminate the Contract or the Smart Messaging Tailored Service in whole by giving you at least 90 days' Notice.

7.6 BT Additional Rights to Terminate

7.6.1 In addition to the termination provisions in the General Terms and this Schedule, BT may terminate the Contract or the Smart Messaging Tailored Service at any time, by giving you Notice, where you or BT are required to comply with a direction from any Regulatory Body to suspend or cease the provision of the Smart Messaging Tailored Service or any part of it.

7.6.2 You will advise BT promptly if you receive any request or direction from any Regulatory Body to terminate the Smart Messaging Tailored Service.



7.7 UK SMS Mobile SMS Commitment Option

- 7.7.1 The UK SMS Commitment Option is a pricing option that allows you to benefit from discounted Usage Charges for UK Mobile SMS if you:
- (a) are eligible for this option in accordance with the criteria set out in Part A, Section 9 of the Order; and
 - (b) agree to commit to send a committed volume of UK Mobile SMS for a committed amount of spend during each calendar month of the Minimum Period of Service.
- 7.7.2 Where the UK SMS Commitment Option applies, you will be charged for UK Mobile SMS as follows:
- (a) if in any calendar month during the Minimum Period of Service, your UK Mobile SMS Achieved Figure is equal to or exceeds your UK Mobile SMS Committed Volume, you will be charged and will pay BT or EE (as applicable) the sum equal to your UK Mobile Achieved Figure multiplied by the UK SMS Committed Price (the "**Achieved UK Mobile SMS Usage Charges**"); or
 - (b) if in any calendar month during the Minimum Period of Service, your UK Mobile SMS Achieved Figure is less than your UK Mobile SMS Committed Volume, you will be charged and will pay BT or EE (as applicable) a charge equal to the sum of your UK Mobile SMS Committed Volume multiplied by the UK Mobile SMS Committed Price (the "**Underachievement Charges**").
- 7.7.3 Any UK Mobile SMS you send in excess of your UK Mobile SMS Committed Volume in any calendar month of the Minimum Period of Service will not count towards calculation of your UK Mobile SMS Achieved Figure for any subsequent calendar month(s), but will count towards your Eligible Contributory Spend and Total Eligible Contributory Spend for the purposes of calculating any Reconciliation Charges that may be payable under Paragraph 7.10.2.

7.8 EULA & TOS

- 7.8.1 BT will only provide the Smart Messaging Tailored Service if, where applicable, you have entered into the End User Licence Agreements with the Supply Chain and the suppliers of the Channels you are using, as may be amended or supplemented from time to time ("**EULA**").
- 7.8.2 You will observe and comply with the EULA for all and any use of the applicable Software & Channels
- 7.8.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULA or ToS, BT may restrict or suspend the Smart Messaging Tailored Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the Smart Messaging Tailored Service until the end of the Minimum Period of Service; and
 - (b) BT may charge a re-installation fee to re-start the Smart Messaging Tailored Service.
- 7.8.4 You will enter into the EULAs for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULAs are between you and the relevant Channel suppliers and you will deal with the relevant Channel suppliers with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 7.8.5 Where the EULA is presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULA.
- 7.8.6 If you are using Smart Messaging Tailored Service offered by:
- (a) WhatsApp Business Channel supplier, you are required to accept applicable WhatsApp Business Terms of Service ("**WhatsApp Business ToS**"), available at: <https://www.whatsapp.com/legal/business-terms/> and as may be amended or supplemented from time to time by the Channel supplier. You acknowledge that WhatsApp Business Channel of the Service can only be provided by BT if you have accepted the WhatsApp Business ToS.
 - (b) RBM Channel supplier, you are required to accept the applicable [RBM Terms of Service](#) ("**RBM ToS**") available at: [RBM Terms of Service](#) as may be amended or supplemented from time to time by the Channel supplier. You acknowledge that RBM Channel of the Service can only be provided by BT if you have accepted the RBM ToS.
- 7.8.7 By accepting the WhatsApp Business and/or the RBM ToS you agree to observe and comply with applicable ToS and any additional terms and policies referenced in the applicable ToS for any and all use of the Service.
- 7.8.8 You accept responsibility in accordance with the applicable ToS for the use of the services offered by WhatsApp Business Channel supplier and RBM Channel supplier accessible through Smart Messaging Service Tailored Service.
- 7.8.9 You acknowledge that you enter into the WhatsApp Business ToS for your own benefit and that the rights, acknowledgements, undertakings, warranties and indemnities granted under the WhatsApp Business ToS are between you and the WhatsApp Channel supplier.



7.8.10 Any loss or damage suffered by you or the WhatsApp Business Channel supplier under the WhatsApp Business ToS will be enforceable only between you and the Channel supplier, and will not be enforceable against BT.

7.9 Invoicing

7.9.1 BT or EE (as applicable) will invoice you for the Charges in connection with the Smart Messaging Tailored Service as set out in Paragraph 7.9.2 in the amounts and the currency as set out in any Order.

7.9.2 Unless stated otherwise in an applicable Order, BT, or EE (as applicable) will invoice you for:

- (a) Set Up Charges, monthly in arrears;
- (b) Recurring Charges, except Usage Charges, monthly in arrears and for any period where the Smart Messaging Tailored Service is provided for less than one month, the Recurring Charges will still be calculated on a full month basis;
- (c) Usage Charges, monthly in arrears calculated at the then current rates;
- (d) where the UK SMS Commitment Option applies, any Achieved UK Mobile SMS Usage Charges or any Underachievement Charges (as applicable), monthly in arrears;
- (e) Professional Services Charges, in arrears upon completion of any agreed work or as set out in any applicable Order, where you require any additional work which falls outside the scope of the Smart Messaging Tailored Service set out in this Schedule and which will be scoped and agreed with BT in advance of work commencing and charged at a rate set out in the Order;
- (f) any Reconciliation Charges payable in accordance with Paragraph 7.10.2 upon termination of the Smart Messaging Tailored Service.

7.9.3 BT or EE (as applicable) may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for expediting provision of the Smart Messaging Tailored Service at your request after BT has informed you of the estimated Service Start Date;
- (c) Charges for restoring the Smart Messaging Tailored Service if the Smart Messaging Tailored Service has been suspended in accordance with Clauses 10.1.2, 15.1.3 or 15.1.4 of the General Terms or Paragraph 8.3.8 of this Schedule;
- (d) Charges for cancelling the Smart Messaging Tailored Service in accordance with Clause 16 of the General Terms;
- (e) Charges incurred, up and until you inform BT, from the unauthorised use of your accounts and/or sub-account(s); and
- (f) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

7.10 Charges at the end of the Contract

7.10.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or the Smart Messaging Tailored Service for convenience, you will pay BT or EE (as applicable):

- (a) all outstanding Charges for service rendered;
- (b) any additional amounts due under the Contract;
- (c) any other Charges as set out in any applicable Order; and
- (d) any charges or fees reasonably incurred by BT from any supplier as a result of the early termination.

7.10.2 In addition to the Charges set out at Paragraph 7.10.1, if the Contract or the Smart Messaging Tailored Service is terminated during the Minimum Period of Service, BT will apply and you will pay BT as compensation the following charges:

- (a) if your Contract includes the UK Mobile SMS Commitment Option:
 - (i) if as at the final Spend Measurement Date (which will be the date of termination), your Total Eligible Contributory Spend is less than the Adjusted Committed Spend, a charge equal to 40 per cent of the difference between your Total Eligible Contributory Spend and the Adjusted Committed Spend; and
 - (ii) if, in addition, the date of termination is within the first 12 months of a Minimum Period of Service of 24 months or more, a further charge for the second 12 months of the Minimum Period of Service, equal to 20 per cent of the Adjusted Committed Spend for the second 12 months of the Minimum Period of Service (the "**Reconciliation Charges**"); and



(b) if your Contract includes the Conversational AI Service Option, Termination Charges equal to (i) 100 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service; and (ii) any waived Integration Charges.

7.10.3 Paragraph 7.10.2 will not apply if you exercise your right to terminate for the Contract or the Smart Messaging Tailored Service:

- (a) for convenience under Paragraph 7.1.3 above where BT has varied the terms of the Contract or the Charges to your material detriment;
- (b) under Clause 18 of the General Terms for cause; or
- (c) under Clause 19 of the General due to a Force Majeure Event.

7.11 Licence

7.11.1 BT grants you and your Users the right for the term of the Contract to access and use the Customer Portal and Smart Messaging Tailored Service in accordance with the Contract for your own business use only.

7.11.2 If applicable to your Smart Messaging Tailored Service as specified in the Order where you are managing the Smart Messaging Tailored Service for your corporate customer(s), BT grants you the right to provide access to the Customer Portal and Smart Messaging Tailored Service in accordance with the Contract to your corporate customer(s) for their own business use only.

7.11.3 If requested by BT, you will provide written confirmation that you have deleted any copies of the Software you have downloaded to your systems and the passwords used to access the Software.

7.11.4 BT will provide you with copies of the Guidance Documentation (via the Customer Portal) and grant to you a non-exclusive and non-transferable right to copy and disclose the Guidance Documentation for you, and where not otherwise expressly restricted, your Users' use of the Smart Messaging Tailored Service.

7.11.5 If you provide any designs or specifications for modification of the Conversational AI Service Option, regardless of whether you have paid additional Charges to do so, and unless otherwise specified in writing in a statement of work:

- (a) the Intellectual Property Rights in any modified system shall belong to BT or its relevant third party supplier and you hereby assign any and all rights that you may have to the same to BT or its third party supplier, and waive or shall procure the waiver of any and all moral rights in the same; and
- (b) you warrant that the use of those designs or specifications for the modification shall not infringe the rights of any third party.

7.12 Alphanumeric Codes, Short Codes and APIs

7.12.1 You will follow any reasonable process BT notifies you prior to using any Alphanumeric Codes and BT may require you at any time to cease using a particular Alphanumeric Code.

7.12.2 You will ensure that all Alphanumeric Codes you use:

- (a) do not mislead the End Recipient as to the originator of the Message;
- (b) do not imply any connection with BT or any BT Affiliate, whether by use of the names 'BT' or our strap line or other BT branding tool (or part thereof);
- (c) are not offensive, obscene, or unlawful; and
- (d) comply with all relevant codes of practice.

7.12.3 Any Short Codes allocated to you and used by you will always remain the property of and subject to the applicable terms and conditions imposed by the entity authorised to administer such Short Codes and all Short Codes are non-transferable. At your request in any applicable Order and subject to availability, BT may allocate Short Codes to be used by you as part of the Smart Messaging Tailored Service. All Short Codes (dedicated or shared) are subject to a minimum 3-month termination notice period. Your rights to use any Short Codes will cease on termination of the Smart Messaging Tailored Service.

7.12.4 Ownership of any APIs provided by BT, or its suppliers will remain vested in BT or its supplier(s). You will be permitted to use such APIs so long as you comply in all material respects with the Contract and continue to pay the Charges for such APIs. Your rights to use any APIs will cease on termination of the Smart Messaging Tailored Service.

7.13 Customer Data

7.13.1 Depending on the Service Options you select, BT may provide you with the means of uploading and storing Customer Data via the Customer Portal.

7.13.2 BT will not be under any obligation to store Customer Data and BT will not have any responsibility if any stored Customer Data is deleted, destroyed, damaged, or lost either during normal operation or in the event of an Incident with the Smart Messaging Tailored Service.



- 7.13.3 You will be solely responsible for the quality, accuracy, integrity, legality, appropriateness, and intellectual property ownership or right to use the Customer Data and the content of any Messages sent by or on your behalf.
- 7.13.4 BT recommends that you classify any Message content or Customer Personal Data when using the Smart Messaging Tailored Service platform and that you save and archive back-up copies of any Customer Data on your own devices and platforms not connected with the Smart Messaging Tailored Service.
- 7.13.5 You grant (or will procure the grant) to BT and its suppliers a royalty-free, non-exclusive licence for the term of the Contract to use the Customer Data to the extent necessary to deliver the Smart Messaging Tailored Service and perform its obligations under the Contract. By submitting and sending Customer Data through use of the Smart Messaging Tailored Service, you grant BT and its supplier's permission to store, process and transmit the Customer Data as necessary to deliver the Smart Messaging Tailored Service and perform its obligations under the Contract. In order to deliver the Smart Messaging Tailored Service, BT and its suppliers may need to modify the Customer Data as necessary to meet any requirements or limitations of any Network Operators, devices, services or media.
- 7.13.6 Additional charges may apply if you require assistance in extracting, transferring or recovering Customer Data.
- 7.13.7 Customer Data may be used by BT for the Conversational AI Service Option to assist with continuous improvements in providing that Service to you.
- 7.14 Data Protection, End Recipient Consent and Support**
 - 7.14.1 Subject to Paragraph 7.14.2, you are the Data Controller of any Personal Data, including the contents of the Messages, processed in connection with the Smart Messaging Tailored Service and you warrant that BT and its suppliers are authorised and have sufficient End Recipient consent to enable them to process such Personal Data in order to meet BT's obligations under the Contract.
 - 7.14.2 BT or EE is the Data Controller of any Personal Data generated by BT or EE providing the Smart Messaging Tailored Service including Call Data Records.
 - 7.14.3 You warrant and represent to BT that:
 - (a) you will only use the Smart Messaging Tailored Service (or permit Users to use the Smart Messaging Tailored Service) to send Messages to End Recipients that have duly consented or "opted-in", as required by Data Protection Legislation, to:
 - (i) receiving the quantity, frequency and types of Messages sent; and
 - (ii) their Personal Data being used to in relation to the Smart Messaging Tailored Service; and
 - (b) such consents or opt-ins have not been withdrawn.
 - 7.14.4 You will operate an effective system for End Recipients to exercise their rights not to receive Messages under relevant Data Protection Legislation and will comply with any reasonable instructions issued by BT in relation to such system.
 - 7.14.5 You will, on receiving a written request from BT, promptly provide BT with proof of End Recipient opt-in requests, opt-out requests, and your response time for discontinuing the provision of Messages to those End Recipients that have opted-out, to BT's satisfaction.
 - 7.14.6 BT or its suppliers may temporarily or permanently opt-out one or more of the End Recipients or any of their personal contact details at any time for any reason, including if BT receives a request to "opt-out" received from the End Recipient directly or a Network Operator. You will not re- "opt-in" an End Recipient unless they subsequently agree to receive communications from you.
 - 7.14.7 You will be solely responsible for your relationship (contractual or otherwise) with End Recipients including, where applicable, communicating pricing information to them.
- 7.15 Customer Indemnity**
 - 7.15.1 In addition, and without prejudice to the Customer indemnity in Clause 12.7 of the General Terms and any other indemnity in the General Terms, you will indemnify BT against any Claims, losses, costs or liabilities brought against or incurred by BT that result from or are connected with:
 - (a) your or your Users' use or misuse of the Smart Messaging Tailored Service, the Customer Data, Message content or any Message in violation of Applicable Law including for fraudulent use or purposes;
 - (b) any allegation that the Customer Data infringes the Intellectual Property Rights of any third party; or
 - (c) any failure by you to obtain End Recipient consent to use their Personal Data in relation to the Smart Messaging Tailored Service or the Messages.
 - 7.15.2 The limitations of liability under Clauses 22.3 and 22.4 of the General Terms do not apply to the indemnity in Paragraph 7.15.1 above.



7.16 Service Amendment

- 7.16.1 You may request, by giving BT Notice, a change to:
- (a) an Order for the Smart Messaging Tailored Service (or part of an Order) at any time before the applicable Service Start Date; or
 - (b) the Smart Messaging Tailored Service at any time after the Service Start Date.
- 7.16.2 If you request a change in accordance with Paragraph 7.16.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- (a) the likely time required to deliver the changed Service; and
 - (b) any changes to the Charges due to the changed Service.
- 7.16.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 7.16.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 7.16.4 If BT changes the Smart Messaging Tailored Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

7.17 Amendments to the General Terms

- 7.17.1 For the purposes of this Schedule, we each agree that for the Smart Messaging Tailored Service provided under this Schedule only:
- (a) any reference to "a Service" or "the Service" in the General Terms means the "Smart Messaging Tailored Service"; and
 - (b) any reference to the "BT Network" in the General Terms or this Schedule will include the Mobile Network.

7.18 Sub-contracting

- 7.18.1 In accordance with Clause 26 of the General Terms:
- (a) BT will subcontract the carrying out of its obligations and the provision of the Smart Messaging Tailored Service to its Affiliate, EE, and you will interact directly with EE (or BT personnel acting for EE) for ordering, provisioning, and maintenance for the Smart Messaging Tailored Service; and
 - (b) if BT is not billing you directly (whether under BT One Bill or otherwise), BT will assign the benefit of that part of the Contract to EE, so that EE will invoice you directly for the Smart Messaging Tailored Service and you will pay EE for the Smart Messaging Tailored Service, in accordance with Clause 27 of the General Terms and the following amendments to the General Terms will apply:
 - (i) any references to "BT" in Clauses 9 (Paying what you owe BT), 10 (What happens if you do not pay BT) and 11 (Disputing an invoice) of the General Terms shall be amended to read "EE" and the reference to "28 days" in Clause 9.5 of the General Terms shall be amended to "30 days";
 - (ii) for the purposes of delivering any Notices to EE under this Schedule, Clause 25 of the General Terms will apply for Notices to EE in the same way as it applies to Notices to BT (the postal address or email address of EE will be as specified in the Order or as otherwise notified to you); and
 - (iii) Clause 27 of the General Terms will be deleted and replaced with the following:

"EE Limited is a beneficiary of the Smart Messaging Tailored Service Schedule to the General Terms and will have all rights to enforce any relevant term of that Schedule and the Contract to the extent it applies to the Smart Messaging Tailored Service. Any other person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit."



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Smart Messaging Tailored Service, BT:

- 8.1.1 will provide you with contact details for the Service Desk, which will be available during Business Hours;
- 8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at any Site(s) to which BT needs access in order to provide the Smart Messaging Tailored Service and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under the Contract;
- 8.1.3 will provide you with an estimated date for the Service Start Date and will use reasonable endeavours to meet the estimated Service Start Date, but will have no liability for a failure to do so;
- 8.1.4 may refuse to provide the Smart Messaging Tailored Service to you for reasons of health, safety or technical compatibility where BT has reason to doubt the integrity or suitability of the Customer Equipment; and
- 8.1.5 provide any Professional Services as agreed between us in the Order to support provision of the Smart Messaging Tailored Service for your use.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Smart Messaging Tailored Service; and
- 8.2.2 on or as soon as reasonably possible after the date that BT has completed configuration of the Smart Messaging Tailored Service, confirm to you that the Smart Messaging Tailored Service is available for you to use.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will maintain the Customer Portal to provide you with online access to the Smart Messaging Tailored Service and its functionalities;
- 8.3.2 will work with the relevant supplier to restore service as soon as practicable during Business Hours if you report an Incident to the Service Desk;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you with reasonable advance notice before any Planned Maintenance on the BT Network or BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency;
- 8.3.4 may, in the event of a security breach affecting the Smart Messaging Tailored Service, require you and your Users to change any or all of your User Security Details;
- 8.3.5 will measure your UK Mobile SMS Achieved Figure as at the Spend Measurement Date against your UK Mobile SMS Committed Volume to calculate the Achieved UK Mobile SMS Usage Charges or any Underachievement Charges that are due (as applicable), where the UK Mobile SMS Commitment Option applies to the Smart Messaging Tailored Service;
- 8.3.6 may by Notice to you, from time to time, specify reasonable restrictions on the volume or frequency of Messages that can be sent using the Smart Messaging Tailored Service (designed to ensure the BT Network is not overloaded) and BT will not be liable for any failure of Messages sent in excess or outside of such restrictions;
- 8.3.7 to the extent permitted by law, may access, review, monitor, audit, preserve, intercept, remove and disclose your use of the Smart Messaging Tailored Service and any Customer Data, Message content or Messages (whether or not transmitted) for the purpose of:
 - (a) ensuring and enforcing your compliance with the Contract;
 - (b) investigating and preventing actual or potential fraud, abuse, misconduct or other potentially unlawful behaviour;
 - (c) investigating complaints received by End Recipients of Messages or other third parties;
 - (d) protecting the rights or property of BT and its Affiliates (including the operation and security of the BT Network); or
 - (e) complying with any Regulatory Body or Network Operator inquiries or requirements;



- 8.3.8 in addition to the suspension provisions in Clauses 10.1.2 and 15 of the General Terms, may, without liability to you, limit or suspend your access or any or all User's access to any relevant part, or where necessary all, of the Smart Messaging Tailored Service immediately without notice:
- (a) if you or your Users fail to comply with the terms of the Contract;
 - (b) if BT have reasonable cause to suspect fraudulent use of your account(s) or sub-account(s) or breach or suspected breach of an operator or regulator's code of practice; or
 - (c) upon instruction by emergency services, any Network Operator, any Regulatory Body or other appropriate authority;
- and, in the case of a limitation or suspension under (a) or (b) above, BT will not lift such limitation or suspension unless you comply with the terms of the Contract or satisfy BT that you will do so in future or that the Smart Messaging Tailored Service will not be used again in a way that is prohibited by this Contract and you will continue to pay Charges in accordance with the Contract notwithstanding any such limitation or suspension;
- 8.3.9 may from time-to-time quality check the installation of any Customer Equipment to ensure that it meets the requirements of the Contract and all applicable health and safety and other relevant requirements; and
- 8.3.10 may disconnect any Customer Equipment without prior Notice to you, should a fault occur that is considered by BT to affect or be likely to affect the performance of the BT Network or the Smart Messaging Tailored Service.

8.4 The End of the Service

On expiry or termination of the Smart Messaging Tailored Service by either of us, BT will:

- 8.4.1 de-activate your and your Users' access to the Smart Messaging Tailored Service;
- 8.4.2 disconnect and remove any BT Equipment located at the Site(s) (if any);
- 8.4.3 terminate all licenses and permissions granted to you under the Contract with immediate effect;
- 8.4.4 remove your account(s), sub-account(s) and delete any associated Customer Data and Content from the Customer Portal and underlying platforms subject to BT's or its suppliers' retention obligations under Applicable Law.

9 Your Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Smart Messaging Tailored Service, you will:

- 9.1.1 provide BT with the names and contact details for the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.2 inform BT promptly of any changes to the Customer Contact or the Administrator or their contact details;
- 9.1.3 provide BT with any information or assistance reasonably required without undue delay, including to verify your compliance with your obligations under the Contract and to enable BT to comply with all requests, requirements and conditions imposed on BT under Applicable Law or by any Network Operator or Regulatory Body in connection with the Smart Messaging Tailored Service;
- 9.1.4 where required, provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Smart Messaging Tailored Service;
- 9.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s) where access to such Sites(s) is required;
- 9.1.6 complete any preparation activities that BT may request to enable you to receive the Smart Messaging Tailored Service promptly and in accordance with any reasonable timescales;
- 9.1.7 ensure, at your own expense, the integrity and suitability of any Customer Equipment BT is asked to provide the Smart Messaging Tailored Service on, to or interface with; and
- 9.1.8 with respect to the Conversational AI Service Option:
 - (a) provide all relevant data & information to enable the deployment of the Service Option
 - (b) be responsible for setting, testing and signing off any logic driving the Messages to be sent to End Recipients and content of the Messages, and BT shall have no liability with respect to any loss or damage suffered by you or a third party as a result of such logic and content, and
 - (c) be responsible for ensuring the End Recipient is aware of the use of the Conversational AI Service Option.

9.2 During Operation



Smart Messaging Tailored Service Schedule

On and from the Service Start Date, you will:

- 9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 9.2.3 distribute, manage and maintain User Security Details and other systems administration information relating to the control of Users' access to the Smart Messaging Tailored Service;
- 9.2.4 implement adequate measures for the purpose of monitoring and preventing fraudulent use of your account and the Smart Messaging Tailored Service;
- 9.2.5 ensure the security, confidentiality and proper use of all valid User Security Details and other systems administration information used in connection with the Smart Messaging Tailored Service and:
 - (a) immediately terminate access for any person who is no longer a User;
 - (b) inform BT immediately if a User's User Security Details have, or are likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (c) inform BT immediately if you become aware of any suspected or actual breach of security or unauthorised use of the Smart Messaging Tailored Service, the Messages or any User Security Details and you will remain liable for all Charges incurred by the unauthorised use of your account(s) and sub-account(s) until BT suspends or bars the relevant account(s) or sub-account(s);
 - (d) take all reasonable steps to prevent unauthorised access and unauthorised use of the Smart Messaging Tailored Service;
 - (e) satisfy BT's security checks if a password is lost or forgotten; and
 - (f) change any or all User Security Details or other systems administration information used in connection with the Smart Messaging Tailored Service if BT requests you to do so in order to ensure the security or integrity of the Smart Messaging Tailored Service.
- 9.2.6 ensure that the maximum number of Users will not exceed the permitted number of authorised User identities as may be set out in any applicable Order;
- 9.2.7 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior authorised User will no longer have any right to access or use the Smart Messaging Tailored Service;
- 9.2.8 ensure all Messages sent by you and your Users will:
 - (a) include a source indication within each Message (i.e., mobile phone telephone number, "From" field in the Message, etc);
 - (b) be of a type which is capable of being retained by the End Recipient;
 - (c) not specify any expiry period for undelivered Messages in excess of three days from the date when a Message is submitted for delivery;
 - (d) comply with any requirements under Applicable Law to enable the End Recipient to opt out of receiving Messages; and
 - (e) not cause an End Recipient to be misled as to the originator of a Message, including misleading the End Recipient into believing that the originator of a Message is BT or any BT Affiliate or is connected with or authorised by BT or any BT Affiliate;
- 9.2.9 comply with:
 - (a) any reasonable directions of BT resulting from directions made by a Network Operator or any Regulatory Body in relation to the Customer Data, the Messages or the Smart Messaging Tailored Service;
 - (b) any relevant code of practice and guidelines issued under Applicable Laws and any industry code of practice (including marketing and advertising industry guidelines) adopted by BT in relation to the Smart Messaging Tailored Service and notified by BT to you from time to time;
 - (c) all manuals, guidance and reasonable instructions BT issues to you regarding the use of the Smart Messaging Tailored Service or BT's Network and BT's reasonable security and other checks relating to access or use of the Smart Messaging Tailored Service;
- 9.2.10 ensure that before any Message is sent or Customer Data or other material (whether proprietary or non-proprietary) is used as part of the Smart Messaging Tailored Service:
 - (a) all requisite rights, licences, permits, authorisations, certifications, and consents have been obtained and maintained throughout the term of the Contract;
 - (b) it does not infringe the Intellectual Property Rights or other rights of any person; and
 - (c) all requirements of Applicable Law are complied with,



and BT may request evidence of your compliance with this Paragraph, and you will promptly comply with such request;

9.2.11 be responsible, at your sole cost, for:

- (a) the supply, monitoring and maintenance of any Customer Equipment (including software updates) connected to or used in connection with the Smart Messaging Tailored Service; and
- (b) any loss BT suffers as a result of the Customer Equipment causing a fault on the Network, including the costs of rectification;

9.2.12 ensure that any Customer Equipment that is connected to the Smart Messaging Tailored Service or that you use, directly or indirectly, in relation to the Smart Messaging Tailored Service is:

- (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
- (b) adequately protected against viruses and other breaches of security;
- (c) technically compatible with the Smart Messaging Tailored Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
- (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;

9.2.13 immediately remove or disconnect any Customer Equipment, or advise BT to do so at your expense, if the Customer Equipment does not meet any relevant instructions, standards, or Applicable Law;

9.2.14 comply with any Notice from BT in accordance with Paragraph 8.3.6 above specifying any reasonable restrictions and instructions on the volume or frequency of Messages that can be sent using the Smart Messaging Tailored Service; and

9.2.15 notify BT immediately if:

- (a) you become aware of or suspect the Smart Messaging Tailored Service is being used for any unlawful, fraudulent, or improper purposes or in any way that may expose BT or its suppliers to the risk of any legal or administrative action, including prosecution under any Applicable Law;
- (b) you become aware of any allegation that any Customer Data may infringe Applicable Law or infringe any third-party Intellectual Property Rights; and
- (c) any third party makes or threatens any Claim against you, BT, any BT Affiliate, or any other party relating to any Customer Data, any Message or the Smart Messaging Tailored Service.

9.3 Use of Service

9.3.1 In addition to Clause 12.3 of the General Terms, you will not and will ensure that your Users will not:

- (a) re-sell, transfer, assign or sub-licence the Smart Messaging Tailored Service (or any part of it) or the associated Software to anyone else;
- (b) modify, reverse engineer or make derivative works of any Software provided under the Contract, or knowingly let anyone else do that, unless it is allowed by Applicable Law or BT has given you permission in writing;
- (c) interfere with or disrupt the integrity or performance of the Software or its data;
- (d) attempt to gain unauthorised access to the Software or its related systems or networks; or
- (e) use the Smart Messaging Tailored Service or knowingly allow the Smart Messaging Tailored Service to be used:
 - (i) for any unlawful, fraudulent or improper purposes or in any way that may expose BT or its suppliers to the risk of any legal or administrative action, including prosecution under any Applicable Law;
 - (ii) in any way that may impair the integrity or operation of the platform, the BT Network, the Software, the network, systems or software of any Suppliers or BT's provision of the Smart Messaging Tailored Service to you or other customers and users; or
 - (iii) in a manner that materially interferes with the use of BT's platform by other customers, uses any artificial inflation of service or denial of service means, or exceeds the maximum throughput allocated to your account, or to reverse-engineer or copy any portion of any of our service process, methodology, code or program;
 - (iv) to send or store any Message, communication or material which:
 - i. is false, misleading, obscene, indecent, malicious, improper, , threatening, offensive, abusive, discriminatory, defamatory, libellous or otherwise unlawful or tortuous;
 - ii. is or may be harmful to children in any way;
 - iii. causes any nuisance, annoyance, inconvenience or needless anxiety (as set out in the Communications Act 2003);



- iv. is spam, duplicative or is otherwise unsolicited in violation of Applicable Laws;
- v. violates any Regulatory Body or Network Operator requirements or codes of practice;
- vi. violates the Intellectual Property Rights or privacy rights of BT, any BT Affiliate or any third party;
- vii. contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs; or
- viii. contains malware that could reasonably be considered obscene, defamatory, offensive.

In addition to any other rights of BT under the Contract, BT may disable your or the relevant User's access to and/or suspend the Smart Messaging Tailored Service if you or a User breaches this Paragraph 9.3.1.

9.3.2 You will be solely responsible for:

- (a) all Messages, communications and material sent or stored using your or your Users' account(s) and sub-account(s);
- (b) all activities that occur on or through use of your or your Users' account(s) and sub-account(s) for the Smart Messaging Tailored Service, whether authorised by you or not; and
- (c) the acts, omissions or breaches of your Users with respect to their use of the Smart Messaging Tailored Service and compliance with this Contract.

9.4 The End of the Service

On expiry or termination of the Smart Messaging Tailored Service by either of us, you will:

- 9.4.1 immediately cease (and ensure that your Users immediately cease) to access and use the Smart Messaging Tailored Service;
- 9.4.2 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s) (if any);
- 9.4.3 disconnect (or assist BT to disconnect) any Customer Equipment from any BT Equipment or the BT Network;
- 9.4.4 not dispose of or use any BT Equipment (if any) other than in accordance with BT's written instructions or authorisation; and
- 9.4.5 arrange for any BT Equipment located at the Site(s) (if any) to be returned to BT and be liable for any reasonable costs of recovery that BT incurs in recovering any BT Equipment.

10 Notification of Incidents

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Desk by calling the number BT advises to you;
- 10.2 BT or BT's supplier will give you a Ticket;
- 10.3 BT or BT's supplier will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 10.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
 - 10.3.2 BT or BT's supplier has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following their attempt to contact you.
- 10.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT or BT's supplier will continue to work to resolve the Incident.

Part C – Service Levels

11 Service Levels

There are no Service Levels for the Smart Messaging Tailored Service.



Part D – Defined Terms

12 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

"Achieved UK Mobile SMS Usages Charges" has the meaning given in Paragraph 7.7.2(a).

"Adjusted Committed Spend" means 90 per cent of the Total UK Mobile SMS Committed Spend.

"Administrator" means any individual(s) authorised by you who are responsible for administering Users.

"Alphanumeric Codes" or **"Alpha Tags"** means any numeric or alphanumeric string used to send a Message in place of a standard international format phone number, and which complies with technical specifications issued by BT or its suppliers from time to time.

"Annual Price Increase" has the meaning given in Paragraph 7.2.

"API" means any Application Programming Interface(s) provided to you to facilitate your use of the Smart Messaging Tailored Service.

"API Charges" means the Recurring Charges specified in the Order for any APIs you select as a Service Option.

"Business Hours" means between the hours of 08:00 and 17:00 in a Business Day.

"Call Data Records" means in relation to the conveyance of any call or other communication over the Mobile Network, any data that constitutes traffic data as defined in the Privacy and Electronic Communications (EC Directive) Regulations 2003.

"Channels" has the meaning given in paragraph 3.1.12 (a)

"Charges" means the fees and charges payable by you to BT or a BT Affiliate in relation to the Smart Messaging Tailored Service as set out in the Order (as may be amended, modified, varied, or supplemented from time to time in accordance with the terms of the Contract), including any Achieved UK Mobile SMS Usage Charges or Underachievement Charges (where applicable).

"Communications Provider" or **"CP"** means a person or company who provide an electronic communications network or an electronic communications service.

"Content" means information made available, displayed, or transmitted in connection with the Smart Messaging Tailored Service including applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

"Critical Incident" means a complete system failure leading to complete loss of system functionality or a loss of a major function or feature such as the failure to send, receive or process Messages.

"Customer Contact" means any individuals authorised to act on your behalf for Smart Messaging Tailored Service management matters.

"Customer Data" means all data, including all text, sound, or image files and software provided to BT or BT's licensors (or both) by you or on your behalf through your use of the Smart Messaging Tailored Service, and may include Personal Data.

"Customer Equipment" means any equipment including any software, other than BT Equipment, provided by you and used by you or your Users in connection with the Smart Messaging Tailored Service.

"Customer Portal" means <https://tailored.bt.com/> or any other externally accessible website made available to you by BT to provide for one or more specific functions in relation to the Smart Messaging Tailored Service.

"EE" means EE Limited (a BT Affiliate), a company registered in England and Wales with company registration number 02382161 and its registered office at Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW.

"Eligible Contributory Spend" means your spend on UK Mobile SMS (excluding VAT) at the UK Mobile SMS Committed Price during each calendar month of the Minimum Period of Service, which contributes to achieving your UK Mobile SMS Committed Spend and excludes your spend on other types of SMS (including landline and international SMS), APIs, Short Codes, and any other Charges payable by you under the Contract.

"End Recipient" means any individual, corporation, or other legal entity to whom you or your Users send or purport to send Messages using the Smart Messaging Tailored Service.

"EULA" has the meaning given in paragraph 7.8

"General Terms" means the general terms that this Schedule is attached to, or where not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

"Guidance Documentation" has the meaning given in Paragraph 2.3.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Smart Messaging Tailored Service or particular element of the Smart Messaging Tailored Service.

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.



"Internet Protocol" or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"IVR" has the meaning given in paragraph 3.1.5

"Major Incident" means garbled/corrupted Messages or Message content, general upgrade failures or failures of any application software.

"Message Delivery" means the transmission of any Message you or your Users from the Customer Portal to the first Supplier in the Supplier Chain in a form and manner that allows that Supplier to deliver the Message to the next Supplier in the Supplier Chain or to the End Recipient (as the case may be).

"Minimum Period of Service" means the period of months as set out in the Order, beginning on the Service Start Date or the Order date whichever is the later and running as consecutive months.

"Mobile Network" means the EE electronic communications network(s) from time to time operated by or on behalf of EE (and any part of such network(s)).

"Network Operator" means EE and any other mobile communications system network operator which provides wireless or mobile voice and data services to End Recipients.

"Planned Maintenance" means any Maintenance BT has planned to do in advance.

"Professional Services" means those services provided by BT to assist with the implementation, configuration or management of the Smart Messaging Tailored Service.

"RBM" or **"RCS Business Messaging"** is a communication platform and related services, provided by Google, that enables businesses to engage with customers through rich, interactive messages using the RCS protocol.

"RCS" means Rich Communication Services.

"Reconciliation Charges" means any lump sum charges payable by you to BT or EE in the circumstances set out in Paragraph 7.10.2.

"Recurring Charges" means the Charges for the Smart Messaging Tailored Service or applicable part of the Smart Messaging Tailored Service that are invoiced repeatedly in every payment period (e.g., every month), as set out in any applicable Order.

"Regulatory Body" means any national or supranational regulatory or competition body, government department, court, or other body authorised and empowered under local law in the relevant country to regulate or adjudicate on the provision, receipt or use of the Smart Messaging Tailored Service.

"Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Smart Messaging Tailored Service and which is available during Business Hours.

"Service Management Boundary" has the meaning given in Paragraph 4.1.

"Service Options" has the meaning given in Paragraph 3.

"Service Start Date" means the date on which the Smart Messaging Tailored Service is first made available to you or the date that you first use the Smart Messaging Tailored Service or part of the Smart Messaging Tailored Service, whichever is earlier.

"Set Up Charges" means those Charges set out in any applicable Order in relation to the set up or connection of the Smart Messaging Tailored Service (or any part thereof) or any Customer Equipment or BT Equipment as applicable.

"Short Code" means a set of digits, generally 4 to 5 digits long, used to enable End Recipients to send Messages to you or to access your services (including any dedicated Short Code or shared Short Code).

"Short Code Charges" means the Recurring Charges specified in the Order for any Short Code(s) you select as a Service Option.

"Site" means a location at which the Smart Messaging Tailored Service is provided.

"Smart Messaging Tailored Service" has the meaning given in Paragraph 1.

"SMS" or **"Message"** means short message service comprising numerals, text or both of no more than 160 characters which conforms to the GSM character set for SMS or binary data which is base 64 encoded to a maximum length of 190 characters, or the permitted message format for the relevant Channel, sent by (or to) you or your Users using the Smart Messaging Tailored Service.

"Soprano" means BT's third party supplier Soprano Design Limited, a company incorporated in Australia (registered no. 066 450 397) having its registered office at Level 11, 132 Arthur St, North Sydney, NSW 2060, Australia.

"Spend Measurement Date" means the last day of each calendar month after the Service Start Date or, where the Contract or the Smart Messaging Tailored Service is terminated within the Minimum Period of Service, the date on which the Contract or the Smart Messaging Tailored Service is terminated.

"Standard Service Components" has the meaning given in Paragraph 2.

"Supplier" means a Network Operator, Communications Provider or an aggregator whose services or infrastructure directly or indirectly receive a Message submitted by you to the Smart Messaging Tailored Service for sending to the relevant End Recipient.

"Supplier Chain" means the network of one or more Suppliers through which a Message may flow when you use the Customer Portal to transmit a Message before the Message is actually delivered to the End Recipient's handset.



"Ticket" means the unique reference number provided by BT or its supplier for an Incident and that may also be known as a **"fault reference number"**.

"Total Eligible Contributory Spend" means your total Eligible Contributory Spend from the Service Start Date.

"Total UK Mobile SMS Committed Spend" means the total UK Mobile SMS Committed Spend you commit to spend (excluding VAT) over the Minimum Period of Service, as set out in Part A, Section 9 of the Order.

"UK Mobile SMS" means SMS to be terminated on UK registered mobile number.

"UK Mobile SMS Achieved Figure" means the total number of UK Mobile SMS sent by you over any calendar month during the Minimum Period of Service.

"UK Mobile SMS Commitment Option" means, where you are eligible, the pricing option where you commit to a UK Mobile SMS Committed Volume in order to obtain the UK Mobile SMS Committed Price per UK Mobile SMS (if that option is selected by you in Part A, Section 9 of the Order).

"UK Mobile SMS Committed Price" means the discounted price per UK Mobile SMS sent (excluding VAT) during the Minimum Period of Service, as set out in Part A, Section 9 of the Order.

"UK Mobile SMS Committed Spend" means the level of spend (excluding VAT) to which you commit for UK Mobile SMS in each calendar month of the Minimum Period of Service, as set out in Part A, Section 9 of the Order.

"UK Mobile SMS Committed Volume" means the total number of UK Mobile SMS set out in Part A, Section 9 of the Order which you commit to send during each calendar month of the Minimum Period of Service.

"Underachievement Charges" has the meaning given in Paragraph 7.7.2(b).

"Usage Charges" means the Charges for the Smart Messaging Tailored Service or applicable part of the Smart Messaging Tailored Service that are calculated by multiplying the volume of units you or your Users used or incurred in a period (e.g., number of Messages sent using the Smart Messaging Tailored Service) with the relevant price as set out in the Order.

"User" means any person who is permitted by you to use or access the Smart Messaging Tailored Service in accordance with the Contract.

"User Security Details" means access profiles, IDs, usernames, personal identification numbers and passwords.



A Note On 'You'

'You' and 'your' mean the Customer.

Data Processing Annex

1 Subject Matter Of The Processing Of Personal Data

This Data Processing Annex sets out the details regarding how Customer Personal Data is Processed when providing the Smart Messaging Service.

2 Duration Of The Processing Of Personal Data

BT or its Sub-Processor will Process the Customer Personal Data for the Smart Messaging Service as set out in this Annex for as long as BT provides the Smart Messaging Service and for as long as BT may be required to Process the Customer Personal Data in accordance with Applicable Law.

3 The Nature And Purpose Of The Processing Of Personal Data

- 3.1 The nature and purpose of the Processing of Customer Personal Data by BT includes providing a messaging infrastructure for Customer. BT processes personal data for the purposes of message routing and billing.

4 Types Of Personal Data and Categories of Data Subjects

- 4.1 The types of Customer Personal Data Processed by BT or its Sub-Processors or you will be MSISDN tag on individual end user messages when linked to personal identification information held by BT. Personal identification information may include:

- 4.1.1 Name;
- 4.1.2 Address;
- 4.1.3 Telephone number;
- 4.1.4 Email

This list is not exhaustive as you will specify what Customer Personal Data is Processed.

- 4.2 The Customer Personal Data will/may concern the following categories of Data Subjects:

- 4.2.1 your end users; and
- 4.2.2 your employees, directors and contractors.
- 4.2.3 account names (like the account names used on Apple Messages for Business);
- 4.2.4 handles;
- 4.2.5 user IDs (like the user IDs used on Push notifications, WhatsApp Business and Apple Messages for Business Channels and for Real Time Messaging ("RTM") web chat;
- 4.2.6 Channel IDs (like the PSID used on Facebook and chat engines);
- 4.2.7 account IDs (like the account ID used on Apple Messages for Business);
- 4.2.8 mobile station international subscriber directory number ("MSISDN");
- 4.2.9 profile picture;
- 4.2.10 time zones;
- 4.2.11 Device ID (like the device ID used on the RTM web chat);
- 4.2.12 push ID (like the push ID used for RTM web chat or chat engines);
- 4.2.13 end user IDs and end user profiles;
- 4.2.14 application push IDs.

- 4.3 The Customer Personal Data will concern the following categories of Data Subjects:

- 4.2.1 your end users; and
- 4.2.2 your employees, directors and contractors.

This list is not exhaustive as you will specify what Customer Personal Data is Processed. Any personally identifiable data passed as part of a message or additional meta data cannot be the responsibility of BT or its Sub-Processor if BT or its Sub-Processor has no prior knowledge of the configuration for such message or additional meta data.



5 RBM Data Processing Special Terms

If you are using Smart Messaging Tailored Service, you consent to the RBM Channel supplier and/or its affiliates conducting the data processing activities, including those described in the Data Processing Addendum ("**DPA**") available at [DPA](#) as may be amended or supplemented from time to time by the Channel supplier.