

## The Basics

These are the General Terms that apply to the premium listing advertising Service you buy from BT.

### 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' or '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.

### 2 ORDER OF DOCUMENTS

In case of any conflict between any of the documents, the order of priority, highest first, is:

2.1 the Schedule;

2.2 these General Terms; and

2.3 any Order.

### 3 WHEN THE CONTRACT STARTS AND HOW LONG IT LASTS

3.1 The Contract starts on the Effective Date and will carry on until:

3.1.1 one of us ends it (in a way that the Contract allows);

3.1.2 it expires; or

3.1.3 BT is no longer providing you with any Services and there are no outstanding Orders.

3.2 Each Order will be an amendment to this Contract.

3.3 If a Service or Order terminates or expires for any reason other than when the Contract is terminated or expired in its entirety, the rest of the Orders in place will remain unaffected and both of us will continue to perform each of our obligations under them as agreed in the Contract.

## The Service

### 4 SOME BASIC PRINCIPLES

4.1 BT confirms that it is a legal corporation, authorised to agree the Contract and provide all the Services.

4.2 You confirm you are legally set up as a business, authorised to agree the Contract and carry out your responsibilities under it.

### 5 WHAT BT HAS TO DO

5.1 BT will:

5.1.1 provide each Service with the care and skill that would reasonably be expected in the circumstances;

5.1.2 comply with Applicable Law;

5.1.3 comply with, and may exercise BT's rights in, the Compliance Obligations.

5.2 The Service may be changed or interrupted / suspended by BT so long as the performance of the Service is not materially adversely affected. These sorts of changes might include:

5.2.1 introducing or removing features of a Service;

5.2.2 routine system maintenance; or

5.2.3 replacing a Service with a materially equivalent Service.

5.3 We reserve the right to:

(a) remove material from the Service that we find offensive or believe that others may find offensive; and

(b) suspend the Service (and take down the Advert) in whole or part if we deem the content of your website or any linked content to be unsuitable.

5.4 We do not guarantee the security of the Service against unauthorised or unlawful access or use.

### 6 WHAT YOU HAVE TO DO

You will:

6.1 cooperate with BT and comply with any reasonable requests BT makes to help BT provide the Services;

6.2 comply with the Acceptable Use Policy and Applicable Law, and make sure that your Users do as well;

6.3 comply with the Compliance Obligations;

6.4 provide BT with all relevant information in relation to health and safety and the environment and give BT any other information and materials BT asks for, within reason to

enable BT to provide the Services, and you will make sure the information provided is accurate and complete; and

6.5 not use the Service:

- (a) in any way that is in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights, or our Advertising Policies;
- (b) in any way we consider is or is likely to be detrimental to the provision of the Service to you or to any of our other customers.

6.6 be responsible for providing all information that you want to be put on your Advert. You have full responsibility for the content of your premium listing ad including without limitation any images that you display on your Advert.

6.7 ensure that the content of your Advert does not breach the Intellectual Property Rights of any third party and that you have permission to use all the content. We accept no liability for the content of your website

6.8 be responsible for the proper use of User Security Details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.

6.9 use the Service for your own use only and not resell or attempt to resell the Service (in whole or part) to anyone else.

## 7 IF YOU DO NOT COMPLY WITH THE ACCEPTABLE USE POLICY

If you or your Users do not comply with the Acceptable Use Policy, or breach any of the provisions in Clause 6, you will indemnify BT for any Claims, losses, costs or liabilities BT incurs as a result.

## 8 WHEN BT IS NOT TO BLAME

BT will not be liable if BT fails to do or not do something that BT is supposed to under the Contract (including not carrying out any of BT's responsibilities, carrying them out late or not meeting any Service Levels), whether or not there is a Force Majeure Event (in which case, Clause 22 applies), 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, subcontractors or suppliers doing something, or not doing something they need to do; or

8.3 restriction or prevention by Applicable Law or a regulatory authority.

## Payments

### 9 PAYING WHAT YOU OWE BT

9.1 You will be responsible for and will pay 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 as set out in the Order form.

9.3 BT will work out Charges based on details BT records or that are recorded for BT.

9.4 If BT issues an invoice online, BT will email you when BT has done so.

9.5 Except as allowed under Clause 11 where you are disputing an invoice, 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 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 telecommunications 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.

9.7 So that the net amount BT receives is not less than the amount you owe BT, if you are required to make any deductions from your payments (like Withholding Tax), you will compensate BT for all those deductions by grossing up your payments or indemnifying BT for these amounts.

### 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 as allowed under Clause 11, BT may:

10.1.1 charge you either:

(a) a late payment fee, which may be described in the relevant Schedule; or

(b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate current 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; and

10.1.2 restrict or suspend the Service relating directly to the unpaid amounts until you have paid in full.

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 let BT know within 28 days after the date of the invoice telling BT what you think is wrong and that you intend not to pay it.

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 6 months after the date of the invoice. That Notice needs to set out exactly what you are disputing, why, the amount and give BT all the relevant information.

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 The resolved amount, if any, is payable immediately.

11.5 We will both deal with an invoice dispute in the same way we settle any dispute as set out in Clause 23.2 and you will pay the amount we both finally agree on within seven days of both of us agreeing it.

11.6 BT may still charge you a late payment fee or interest on amounts payable from the date the payment was originally due that you do not pay (see Clause 10.1.1).

## 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 we create any artwork or material for you, we will grant you a non-transferable and non-exclusive licence to use the artwork.

12.3 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT arising from any third party Intellectual Property Right infringement. You will stop any activity that led to the Claim 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.

### 13 KEEPING THINGS CONFIDENTIAL

13.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless:

13.1.1 one of us needs to disclose it 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. The one of us disclosing the Confidential Information will ensure that the people receiving it comply with this Clause 13;

13.1.2 any Applicable Law, government or regulatory authority, or court of competent jurisdiction says we have to.

13.2 Each of us will return or destroy any of the other's Confidential Information within a reasonable time when the other asks in writing.

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

## 14 DATA PROTECTION

14.1 BT may need to collect, Process and use Personal Data in order to:

14.1.1 administer, track and fulfil Orders for a Service;

14.1.2 deliver and commission the Service;

14.1.3 manage, track and resolve faults with the Service;

14.1.4 administer access to online portals relating to the Service;

14.1.5 compile, dispatch and manage the payment of invoices relating to the Service;

14.1.6 manage the Contract and resolve any disputes relating to it;

14.1.7 respond to general queries relating to the Service; or

14.1.8 comply with BT's legal and regulatory obligations.

14.2 BT will Process this Personal Data in accordance with applicable Data Protection Legislation. BT's relevant privacy policy, which forms part of these General Terms, also governs how BT uses your Personal Data and includes more details around what BT can do with it, your rights and BT's obligations. You can access BT's privacy policy by clicking the link [labelled 'privacy' at http://www.btplc.com/privacycentre/index.htm](http://www.btplc.com/privacycentre/index.htm).

14.3 BT may be required to share this Personal Data with BT's Affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities in this Clause 14. When doing so, BT will ensure that the sharing and use of this data complies with applicable Data Protection Legislation.

14.4 BT may, from time to time, contact the Customer Contact (as defined in the Schedules), or other network manager or procurement manager involved in the procurement or management of the Service, to provide additional

information concerning the Service, or other similar services. If this information includes marketing materials, BT will provide a mechanism for you to elect not to receive such communications in the future.

14.5 You will comply with all applicable Data Protection Legislation and will ensure that all criteria necessary for the provision of the Service by BT (for example notifications, consents etc.) are fulfilled before sharing such Personal Data with BT.

14.6 You will disclose to BT only the Personal Data that BT requires in order to perform the Service.

14.7 Where, for the provision of the Service, BT is required to Process Customer Personal Data on your behalf, BT will:

14.7.1 only Process Customer Personal Data on your instructions and as needed to perform BT's responsibilities under the Contract;

14.7.2 put in place technical and organisational security measures appropriate to the risk represented by the Processing and the nature of Customer Personal Data, to protect Customer Personal Data from being accidentally or unlawfully disclosed, accessed, changed, lost or destroyed; and

14.7.3 not disclose Customer Personal Data to a third party unless required to provide a Service, allowed by the Contract or otherwise required by Applicable Law;

14.8 Regardless of what it may say elsewhere in the Contract, you agree that, for BT to provide the Service, Customer Personal Data may be:

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

14.8.2 provided or transferred by BT to any of BT's Affiliates, subcontractors or suppliers worldwide as needed to allow that BT Affiliate, subcontractor or supplier to perform its obligations in respect of the Services. You appoint BT to perform each transfer in order to provide the Services. BT agrees to take appropriate steps and enter into appropriate agreements with BT's Affiliates, subcontractors or suppliers, as required, for each transfer to be adequately protected; and

14.9 You will obtain or submit promptly any regulatory approvals or notifications required under the Data Protection Legislation.

14.10 If you or any third party, including a Data Subject, complains or makes a Claim because of something BT does or does not do in relation to this Clause 14, BT will not be held responsible for any part of the Claim that is caused because:

14.10.1 you have not complied with Clause 14; or 14.10.2 BT followed your instructions, and you will indemnify BT for any Claims, losses, costs or liabilities BT incurs as a result.

## Ending the Service or the Contract

### 15 WHEN BT MAY RESTRICT OR SUSPEND A SERVICE

15.1 BT may restrict or suspend any 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 9.1;

15.1.4 if you do not follow the Acceptable Use Policy; or

15.1.5 BT reasonably thinks BT 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; and

15.2.2 BT may charge a re-installation fee to start the Service again.

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

### 16 IF EITHER OF US WANT TO TERMINATE THE CONTRACT OR THE SERVICE

Either of us can terminate the Contract, a Service or any Order:

16.1.1 as set out in the Schedule; or

16.1.2 if it is not set out in the Schedule, by giving the other 90 days' Notice, and we will each have to pay the other the amounts referred to in Clause 20.

### 17 TERMINATING THE CONTRACT WHEN SOMETHING HAS GONE WRONG

Either of us can terminate the Contract or an affected Service straightaway by giving the other Notice if:

17.1 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;

17.2 the other materially breaches the Contract and the situation cannot be put right; or 17.3 an Insolvency Event applies to the other, and we will each have to pay the other the amounts referred to in Clause 20.1.

## 18 TERMINATING THE CONTRACT IF THERE IS A FORCE MAJEURE EVENT

18.1 If a Force Majeure Event means a Service is completely and continuously unavailable for more than 30 days, either of us can terminate the Service 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 20.1.

18.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 18.1 will end and the Notice will have no effect.

## 19 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.

## 20 WHAT WE BOTH NEED TO PAY WHEN THE CONTRACT IS TERMINATED

20.1 If the Contract, a Service or any Order is cancelled, terminated or expires, for any reason, each of us will immediately pay the other any money and interest that is due.

20.2 If you terminate the Contract, any Service or any Order using your rights set out in Clause 16, you will pay BT: 20.2.1 the Termination Charges; and

20.2.2 all Charges for Services that are or would have been performed during the Notice period set out in Clause 16, whether or not such Notice period is actually given.

## If Something Goes Wrong

### 21 HOW FAR EACH OF US CAN BE HELD RESPONSIBLE

21.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.

21.2 Nothing in the Contract excludes or limits the liability of either of us for:

21.2.1 death or personal injury caused by either of us being negligent;

21.2.2 fraud or fraudulent misrepresentation; or

21.2.3 any other liability that cannot be excluded or limited under Applicable Law.

21.3 Other than for those matters in Clause 21.2, 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 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; and
- (g) any special, indirect or consequential loss or damage.

21.4 Our liability for errors or omissions in the provision of the Service is limited to undertaking such work as is necessary to correct such error or omission. We will only be liable to perform such corrective work if the error or omissions are in those parts of the Service that we are responsible for providing and are not as a result of information provided by you.

21.5 In providing the Services, we are not liable for:

- (a) any alteration to your website caused by a third party (including but not limited to additions, modifications or deletions);
- (b) the availability or accuracy of third party web sites or resources to which You may be linked; or
- (c) the content, advertising, or products on or available from third party web sites or resources.

21.6 Our total liability to you, 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 £10,000.

21.7 Regardless of what it may say elsewhere in the Contract, both of us are always obliged to 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.

21.8 If either of us has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the party being indemnified:

21.8.1 tells the party giving the indemnity promptly about the Claim;

- 21.8.2 gives the party giving the indemnity complete control of the Claim straightaway;
- 21.8.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and
- 21.8.4 does what it can to help the party giving the indemnity with the Claim.
  - 21.9 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.
  - 21.10 BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the BT Network.

## 22 FORCE MAJEURE EVENTS

If there is a Force Majeure Event:

- 22.1 neither of us will be liable for failing to do or not do something they should have done, or for not doing it completely or on time; and
- 22.2 we will each get a reasonable amount of extra time to do what we each have to do.

## 23 SETTLING DISPUTES

- 23.1 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.
- 23.2 We will both use the following dispute resolution process:
  - 23.2.1 whichever of us is affected will provide Notice of our complaint that clearly sets out the full facts and includes relevant supporting documents;
  - 23.2.2 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;
  - 23.2.3 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);
  - 23.2.4 if the dispute still is not settled 14 days after it is escalated, we will both consider mediation.
- 23.3 After complying with Clause 23.2, either of us may start mediation by giving Notice to the other, in which case:
  - 23.3.1 unless we both agree to another date, it will start no later than 15 days after the date of the Notice;
  - 23.3.2 unless we both agree otherwise, any mediation will happen in London, in English; and

- 23.3.3 we will both share the costs of mediation equally, unless the relevant mediator or a later court of competent jurisdiction decides something else.

23.4 Nothing in this Clause 23 stops either of us:

- 23.4.1 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;
- 23.4.2 going to a court of competent jurisdiction if either of us considers it reasonable; or
- 23.4.3 doing anything else this Contract lets us do.

## Everything Else

### 24 SENDING NOTICES UNDER THE CONTRACT

- 24.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
  - 24.1.1 send it by email;
  - 24.1.2 deliver it by hand; or
  - 24.1.3 send it by first class post, recorded delivery or courier.
- 24.2 Notices need to be sent to:
  - 24.2.1 the recipient's current registered address; or
  - 24.2.2 any other address or email address the recipient gives in a Notice to the sender.
- 24.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.
- 24.4 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) that:
  - 24.4.1 the recipient acknowledges it by manual reply or an automatic read receipt, if it is an email;
  - 24.4.2 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
  - 24.4.3 is three days after posting, if it is sent by first-class post or recorded delivery.

### 25 TRANSFERRING TO ANOTHER PARTY

- 25.1 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.
- 25.2 BT may subcontract any of BT's responsibilities under the Contract to another entity, including to a BT Affiliate, but if BT does, BT will still be responsible to you under the Contract.



25.3 If BT subcontracts the performance of any of BT's rights or obligations to a BT Affiliate as described in Clause 25.2, you will, once you receive Notice from BT, deal directly with the BT Affiliate for ordering, provisioning or maintaining the Services.

25.4 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.

25.5 We both agree that either of us, or an Affiliate of either of us, may enter into a separate contract with an Affiliate of the other, which will incorporate these General Terms and the relevant Schedules ("**Affiliate Contract**").

25.6 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

## 26 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.

## 27 NO PARTNERSHIP OR AGENCY ARRANGEMENT

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

27.1 set up any partnership, exclusive arrangement or joint venture between us;

27.2 make one of us the agent of the other; or

27.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

## 28 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.

## 29 WHAT HAPPENS IF PART OF THE CONTRACT IS ILLEGAL, INVALID OR UNENFORCEABLE

29.1 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.

29.2 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.

## 30 MAKING CHANGES TO THE CONTRACT

30.1 Unless a Schedule says something different, Changes to the Contract will only be effective if they are in writing and are signed by both of us.

30.2 Neither of us needs the consent of any Affiliate to vary or terminate the Contract. Any termination of the Contract will not terminate any individual Affiliate Contracts.

## 31 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.

## 32 THE CONTRACT STANDS ON ITS OWN

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

32.2 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.

32.3 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 32.

## 33 CHOICE OF LAW AND COURTS

33.1 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.

33.2 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.

33.3 The parties to an Affiliate Contract may agree that a local court of competent jurisdiction will have jurisdiction in relation to that Affiliate Contract.

## 34 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 and your Users have to follow when using the Services. You can find the policy at [www.bt.com/acceptableuse](http://www.bt.com/acceptableuse) (or any other online address that BT may advise you).

"**Advert**" means the premium listing advert for your business, as created through the process set out in the Schedule. "**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.

**"Affiliate Contract"** has the meaning given in Clause 25.5. **"Applicable Law"** means the laws of England and Wales and any other laws and regulations that apply to providing or receiving a Service, including:

- (a) the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) any relevant export laws and regulations, including ones in the United States of America.

**"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 Services.

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

**"Business Day"** means any day generally seen locally in the place where a 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.

**"Charges"** means the fees and charges that you pay in relation to Service.

**"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 under the drop-down heading 'Compliance Obligations' at

[www.globalservices.bt.com/uk/en/footer\\_links/terms](http://www.globalservices.bt.com/uk/en/footer_links/terms) (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 on a nonconfidential 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 information disclosed by whoever disclosed it.

**"Contract"** means the agreement between you and BT that is made up of these General Terms, the Schedules, and the Orders.

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

**"Data Controller"**, **"Data Processor"** and **"Data Subject"** each has the meaning given to it in the Data Protection Legislation. **"Data Protection Legislation"** means the Applicable Laws and regulations relating to the Processing of Personal Data that may exist in the relevant jurisdictions.

**"Effective Date"** means the date that this Agreement is signed.

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

- (a) acts of God, like a flood, a storm, lightning, a drought, an earthquake, seismic activity or any other natural disaster;
- (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.

**"General Terms"** means these terms.

**"Helpdesk"** means the telephone service desk, available on the telephone number and during the hours as notified by us to you from time to time.

**"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 Services, including to maintain, repair or improve the performance of the BT Network or Services.

**“Metered Number”** means [x]

**“Notice”** means any notice to be given by one of us to the other under the Contract in accordance with Clause 24. **“Open Source Software”** means software BT has distributed to you that is licensed under a separate open source licence. **“Order”** means any order you give to BT that is accepted by BT for one or more Services.

**“Personal Data”** has the meaning given to it in the Data Protection Legislation.

**“Process”** and **“Processing”** have the meanings given to them in the Data Protection Legislation.

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

**“Schedule”** means any schedule that describes a Service and sets out the specific terms that apply to it, and includes any Annexes for that Service except for the purposes of Clause 2. **“Service”** means any service that BT provides under the Contract and as described in the Schedule.

**“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 a Service. It includes any embedded software, but it excludes Open Source Software.

**“Termination Charges”** means the compensatory charges set out in paragraph 8 of the Schedule payable by you to BT on termination of the Contract or a Service in accordance with Clause 16 and as set out in a Schedule.

**“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 Services. **“User”** means any person you allow to use the Service. **“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.

## The Service

### 1 OVERVIEW

BT will display Advert on the BT phonebook website at [www.thephonebook.bt.com](http://www.thephonebook.bt.com) as described in in this Schedule, which may be updated from time to time at

<http://thephonebook.bt.com/HelpAndSupport/HelpAndSupport>

### 2 HOW TO ORDER AN ADVERT

2.1 You will contact us through the Helpdesk and provide us with all the information we require to put your advert together, including but not limited to:

- (a) Business name
- (b) Advertisement title (c) Phone Number/Metered Number (d) Blurb / main body of text.
- (e) Email address
- (f) Website
- (g) Selling Point / tag line number 1
- (h) Selling Point / tag line number 2
- (i) Selling Point / tag line number 3
- (j) Logo

2.2 Each Order will relate to one Advert. Each Advert will be for a specific classification and locality hotspot.

2.3 We will agree the details and prices and confirm the Order by sending an order form.

2.4 You will confirm the Order by counter-signing and returning the Order to us. At this point, the Order is placed and becomes binding.

### 3 THE ADVERT

3.1 We will display all premium listing ads (including the Adverts) according to the classification and location in the order in which the premium listing ads were purchased.

3.2 Each Advert will be subject to a term as stated on the Order.

### 4 UPDATING THE ADVERT

4.1 You may update the Advert no more than six times in each 12 month term, as measured from the date the Order was placed.

4.2 You may request an update to the Advert by contacting the Helpdesk and providing all the relevant information we need to amend the Advert.

4.3 We will aim to complete any such amendments within three Working Days.

### 5 RELATIONSHIP

5.1 You will provide us with the details of your nominated representative who has appropriate knowledge and authority to discuss the Service.

5.2 On request, we will provide you with a monthly email review of the Services for all Adverts, including:

- (a) Advert ID number;
- (b) Classification;
- (c) Locality;
- (d) Start Date / Expiry Date;
- (e) Monthly number of calls to Metered Number;
- (f) Monthly number of impressions (times the Advert has been viewed);
- (g) Monthly number of clicks (redirects to your provided website).

5.3 This review will include matters such as review of website goals, analysis of current traffic/conversion, suggested updates and changes and any other web presence related activities.

### 6 GENERAL

6.1 Where links to other websites are included in the Service (including links to websites such as PayPal), You acknowledge that the use of such websites may be subject to the acceptance of, and compliance with, the terms and conditions of the website provider. You acknowledge and accept that compliance with these terms and conditions is its responsibility alone and that in respect of payments, we do not act as a payment services provider or any other intermediary in respect of any payments that you accept. Furthermore, you acknowledge and accept that compliance with all applicable legislation including, without limitation, Sale of Goods Act 1979 (as amended), Consumer Protection (Distance Selling) Regulations and Electronic Commerce (EC Directive) Regulations is also your sole responsibility.

6.2 Any images we provide are only for use on the Service. If the Order / Service is ceased, the right to use any Content is terminated.

6.3 Metered numbers may only be displayed on the Service. The Metered Number will cease on termination of the Order / Service.

6.4 We reserve the right to provide you with a different Metered Number than used on the existing premium listing ad on transfer to this Service.

6.5 We reserve the right to use your Advert for marketing or any other purposes.

6.6 Any images we provide are only for use on the Service. If the Service is ceased, the right to use any Content is terminated.

6.7 Whilst our search engine optimisation methodology ensures that your Advert can be read by search engines, we cannot guarantee a ranking on any internet search engines.

6.8 In order to make your Advert more effective, we may need to limit the number of images displayed on it.

## 7 PRICE

7.1 We will charge you for each Order as set out in the relevant Order. This charge consists of a management charge and a hosting charge.

7.2 All Charges are exclusive of VAT.

## 8 TERMINATION CHARGES

8.1 Each order / Service is provided on a minimum term as stated on the Order.

8.2 If you terminate an Order / Service under Clause 16, or if we terminate an Order / Service for cause under Clause 17, during the minimum period set out in paragraph 8.1, you will pay any remaining Charges for this minimum period.

