



General Terms

(Switzerland)

This Contract is entered into by and between BT and the Customer, both of whose details are set out in the table below, and consists of the attached General Terms together with any Annexes, Schedules appended to them or any which are subsequently executed by the parties and any and all Order for Products and Services entered into by the Parties or their Affiliates (collectively, the "**Contract**").

CUSTOMER	BT
	BT Switzerland AG
Registered Address:	Registered Address:
	Richtstrasse 5 8304 Wallisellen Switzerland CHE-114.825.616
Customer Contact	BT Contact
Name: Title: Tel: Email:	Name: Title: Tel: Email:

(Authorised Signature)	(Authorised Signatures)
(Typed or Printed Name)	(Typed or Printed Names)
(Title)	(Titles)
(Date)	(Date)

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The General Terms govern all Products and Services purchased by the Customer from BT. Specific terms for each Service are set out in the relevant Orders and Schedules.

1 Interpretation

- 1.1 Capitalised terms used in these General Terms will have the meanings set out in Clause 36:
- 1.2 Interpretation:
 - 1.2.1 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - 1.2.2 Any time a Party's right or obligation is expressed as one that they "may" exercise or perform, the option to exercise or perform that right or obligation will be in that Party's sole discretion.
 - 1.2.3 Any reference to specific legislation or regulation in the Contract includes that legislation or regulation as amended, replaced or extended.

2 Order of Precedence

In the event of a conflict between the documents constituting the Contract, the order of precedence will be as follows in decreasing order, for each Service:

- 2.1 any Annexes;
- 2.2 the Schedule(s);
- 2.3 these General Terms;
- 2.4 any Orders.

3 Commencement and Duration

- 3.1 The Contract starts on the Effective Date and will continue until all Services are cancelled, terminated or expire in accordance with the Contract.
- 3.2 Each Order will constitute an amendment to this Contract.
- 3.3 On termination or expiry of a Service or any Order for any reason other than when the Contract is terminated or expired in its entirety, all Orders executed prior to the date of termination or expiry will remain unaffected and continue in force until termination or expiry of each Order in accordance with the terms of this Contract.

4 BASIC principles

- 4.1 BT warrants that it is duly incorporated and has due authorisation to enter into and perform its obligations under the Contract.
- 4.2 The Customer warrants that it is duly formed and has due authorisation to enter into and perform its obligations under the Contract.
- 4.3 The BT Privacy Policy governs how BT uses the Customer's Personal Data and provides further

information about BT's use of the Personal Data and the Customer's rights and BT's obligations.

5 BT Obligations

- 5.1 BT will:
 - 5.1.1 provide the Customer with a Customer Committed Date for each Service and will use reasonable endeavours to comply with any Customer Committed Date;
 - 5.1.2 provide each Service to the Customer with the care and skill that would reasonably be expected in the circumstances;
 - 5.1.3 comply with all Applicable Law;
 - 5.1.4 comply with, and may exercise BT's rights in, the Clause 31.
 - 5.1.5 provide information relating to the Customer's use of a Service to authorities, regulators and law enforcement agencies, where BT is legally required to; and
 - 5.1.6 if applicable to a Service, take reasonable precautions to prevent any unauthorised access by third parties to any part of the BT Network.
- 5.2 BT may make any change to a Service that does not have a material adverse effect on the performance or provision of a Service including:
 - 5.2.1 the introduction or withdrawal of any Service features; or
 - 5.2.2 the replacement of any Service with a materially equivalent Service.

6 Customer Obligations

The Customer 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 the Customer's 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 the Customer will ensure that the information is accurate and complete;
- 6.3 complete any preparation activities that BT may request to enable provision of a Service promptly and in accordance with any reasonable timescales;
- 6.4 provide reasonable assistance to and comply with reasonable requests from BT in all matters relating to the Services;
- 6.5 comply with, and ensure that its Users comply with, all Applicable Law in the receipt and use of the Services;
- 6.6 comply with the Acceptable Use Policy; and
- 6.7 for Sites not under BT's control, obtain, maintain and keep up to date all necessary consents, licences, permissions and authorisations that are required for the provision of the Services to the

Customer at the Site including consents for any alterations to buildings or entrance to property required from local authorities, landlords or owners for:

- 6.7.1 the installation of BT Equipment or Purchased Equipment; or
- 6.7.2 the use of the Services over the Customer's network or at a Site.

7 Misuse of a Service

The Customer will be liable for any Claims, losses, costs and liabilities arising out of or in connection with any misuse of a Service by the Customer that is contrary to the Acceptable Use Policy (AUP see Clause 37 - Annex).

8 Excused Performance

Notwithstanding the occurrence of a Force Majeure Event, in which case Clause 23 will govern, BT will not be liable for any failure or delay to perform any of its obligations under the Contract (including any of its obligations to meet any Service Levels) to the extent that BT's failure or delay in performing arises as a result of:

- 8.1 any failure or delay by the Customer to perform any of the Customer's obligations under the Contract, in which case the Customer will pay BT for any reasonable costs incurred by BT as a result;
- 8.2 any act or omission other than on the part of BT, its affiliates or a subcontractor or supplier appointed by it; or
- 8.3 Applicable Law, a court order, an application for interlocutory relief or injunction restricting or preventing BT from supplying a Service.

9 Charges and Payments

- 9.1 The Customer will pay and be responsible for the Charges, whether a Service is used by the Customer or another party. This includes all Charges resulting from unauthorised or fraudulent use.
- 9.2 BT will invoice and the Customer will pay all Charges in [CHF/EUR/GBP/USD] or any agreed currency in countries.
- 9.3 All Charges will be calculated in accordance with details recorded by, or on behalf of, BT.
- 9.4 Where invoices are to be issued online, BT will notify the Customer by email when a new invoice is issued.
- 9.5 Subject to Clause 11.1, the Customer will pay each invoice issued by BT, including for any Charges, within 28 days of the date of BT's invoice, in cleared funds without any set-off, counterclaim, deduction or withholding (other than as required by law) into BT's bank account.
- 9.6 Where the Customer makes an aggregated payment in respect of more than one invoice:

9.6.1 the Customer will give BT instructions about which amounts to apply to which invoices; and

9.6.2 if the Customer does not give instructions in accordance with Clause 9.6.1, BT may apply any amount of the aggregated payment to any unpaid invoices at its discretion.

9.7 Charges are exclusive of all applicable Transaction Taxes and the Customer will pay all Transaction Taxes on receipt of a valid tax invoice, including those Transaction Taxes paid or payable by BT that under Applicable Law BT is entitled to pass on to the Customer and that are customarily passed on to customers by service providers, except to the extent a valid exemption certificate is provided by the Customer to BT prior to the delivery of any Services.

9.8 If payment of any amount of the Charges is subject to Withholding Taxes required by Applicable Law, the Customer will deduct the Withholding Tax and pay it to the relevant taxing authority within the period for payment permitted by Applicable Law.

9.9 Where the Customer deducts Withholding Tax in accordance with Clause 9.8, the Customer will:

9.9.1 gross up its payments to BT such that the net amounts received by BT after all deductions and withholdings will be not less than what would have been received in the absence of those Withholding Taxes; or

9.9.2 indemnify BT for the amounts deducted from the payment to BT.

9.10 Where BT receives a Claim from a taxing authority alleging that Withholding Tax has not been received on payments by the Customer to BT, the Customer will indemnify BT for the amount of the Withholding Tax due together with any interest, fines and penalties resulting from the late payment or non-payment of the Withholding Tax and any costs of defending the Claim against the taxing authority.

9.11 Should the Customer initiate any change to the agreed billing arrangements for any Services, by whatever means, and such change results in additional Transaction Tax and/or Withholding Tax to BT and/or its Affiliates that they are unable to fully recover (including as a result of complying with any resulting regulatory requirements), then, notwithstanding any other provisions of this Contract, BT may modify the Charges for such Services accordingly and the Customer will be liable for those additional amounts.

10 Default on Payment

10.1 If the Customer fails to pay any invoice in accordance with Clause 9.5 and is not disputing the invoice pursuant to Clause 11, BT may:

10.1.1 charge the Customer interest on the unpaid amount at the annual rate of 5 per cent, or at the maximum rate permitted by Applicable Law, whichever is less, with such interest compounded daily from the due date of the invoice until payment is made in full by the Customer; and:

10.1.2 restrict or suspend any part of a Service as set out in Clause 15.1.

10.2 The Customer will pay any reasonable costs BT has incurred in recovering the debt, including debt collection agency and legal costs.

11 Invoice Disputes

11.1 If the Customer disputes an invoice that BT issues before the Customer makes payment, it will provide Notice to BT of the dispute within 28 days of the date of the invoice.

11.2 If the Customer disputes an invoice that BT issues after the Customer makes payment, the Customer will provide Notice to BT of the dispute within six months of the date of the invoice.

11.3 The Customer will, in accordance with Clause 9.5, pay all undisputed amounts of an invoice and any disputed amounts that are less than five (5) per cent of the total invoice amount.

11.4 The Parties will follow the dispute resolution procedure in Clause 24 and the Customer will pay any resolved amount within seven days after resolution of the dispute.

11.5 BT may charge the Customer a late payment charge or interest in accordance with Clause 10.1 for any amount agreed in accordance with Clause 11.4.

12 Intellectual Property Rights

12.1 Each Party's Intellectual Property Rights, whether pre-existing or created by a Party during or arising out of or in connection with the performance of this Contract, will remain the absolute property of that Party or its licensors.

12.2 Where BT provides Software to the Customer to enable use of a Service, BT will give the Customer a non-transferable and non-exclusive licence to use the Software, solely as necessary for receipt or use of the Services as set out in the Schedule. In addition to the Customer's compliance with the Contract, the Customer will comply with any third party terms that BT makes known to the Customer that apply to the use of the Software or Service.

12.3 The Customer will not, and will ensure that Users do not, copy, decompile, modify or reverse engineer any Software or allow otherwise unless allowed by law or where BT has given the Customer permission in writing.

12.4 The term of any licence granted by BT under Clause 12.2 will terminate on the date that the applicable Service is terminated.

12.5 BT will indemnify, hold harmless and defend the Customer from and against any Claims, losses, costs or liabilities brought against the Customer by a third party for infringement or alleged infringement of that third party's Intellectual Property Rights by the Customer's receipt of any Services provided that, for each Claim the Customer complies with the terms set out in Clause 22.5.

12.6 The indemnity set out in Clause 12.5 will not apply to any part of a Claim arising out of or in connection with:

12.6.1 the use of any Services in conjunction or combination with other equipment or software or any other services not supplied by BT;

12.6.2 any unauthorised alteration or modification of any Services;

12.6.3 content, designs or specifications supplied by, or on behalf of, the Customer; or

12.6.4 use of any Service other than in accordance with this Contract.

12.7 The Customer will indemnify BT against all Claims, losses, costs and liabilities brought against BT arising out of or in connection with the matters set out in Clause 12.6 that are attributable to the Customer or its agents or Users and will cease any such activity immediately upon Notice from BT or at such time as the Customer becomes aware, or should have reasonably been aware, that the activity had given rise to the Claim against BT.

12.8 If any Service becomes, or BT reasonably believes it is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Rights against the Customer as referred to in Clause 12.5, BT may, at its own expense:

12.8.1 secure for the Customer a right of continued use; or

12.8.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes, provided that that modification or replacement will not materially affect the performance of the relevant parts of the Service.

12.9 The indemnity in Clause 12.5 and the actions in Clause 12.8 will be the Customer's sole and exclusive remedies for any Claims arising out of or in connection with an infringement of Intellectual Property Rights.

13 Confidentiality

13.1 Each Party will keep in strict confidence all Confidential Information disclosed to it and will only disclose any Confidential Information:

13.1.1 to those of its employees, agents, Affiliates, officers, directors, advisers and, in the case of BT, its subcontractors and suppliers, who need to know it for the purpose of that Party

discharging its obligations or receiving a benefit under the Contract; or

13.1.2 as is required by Applicable Law, any governmental or regulatory authority or by a court of competent jurisdiction and the Party disclosing the Confidential Information will give the other Party as much notice as reasonably possible.

13.2 The Party disclosing the Confidential Information in accordance with Clause 13.1.1 will ensure that those employees, agents, Affiliates, officers, directors, advisers and, in the case of BT, BT's subcontractors and suppliers, comply with the obligations set out in this Clause 13 as though they were a party to the Contract.

13.3 Upon Notice from a Party, the other Party will return or destroy any Confidential Information received from the requesting Party within a reasonable time period.

13.4 This Clause 13 will survive termination of the Contract for a period of three (3) years.

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 the Customer appoints BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:

- (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates);
- (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission; and
- (c) where applicable, the EU-US Privacy Shield.

14.3 BT may be both Controller and Processor under the Contract.

14.4 Where 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:

- (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 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; and
- (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; and

14.4.3 BT may, from time to time, contact the Customer Contact (as defined in the Schedule), or other network, IT or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service, or other similar services.

14.5 Where 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 Schedule ;

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

- (a) Process the Customer Personal Data on behalf of the Customer in accordance with the Customer's documented instructions as set out in Clause 14.5.10, except where:
 - (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify the Customer 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 the Customer in accordance with Clause 14.5.10 infringes the Data Protection Legislation and BT will inform the Customer 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 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 the Customer without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
 - (d) only use the Sub-Processors approved by the Customer by entering into the Contract or in accordance with Clause 14.5.8; and
 - (e) assist the Customer in its 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 Article 35 of the GDPR and prior consultation with the Supervisory Authority,
 and the Customer 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 the Customer's option, BT will delete or return the Customer Personal Data within a reasonable time period and the Customer will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;
- 14.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in Clause 14.5, and, subject to 30 days' Notice from the

Customer, allow for and reasonably cooperate with the Customer (or a third party auditor appointed by the Customer) 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 hours;
 - (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) the Customer (or its third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
- (c) the Customer 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 the Customer with an audit report issued by an independent third party auditor (provided that the Customer 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; and

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 will inform the Customer of proposed changes to its Sub-Processors from time to time and:

- (a) if the Customer does not object to the proposed change within 30 days of the date of this notice, the Customer will be deemed to have authorised the use of the new Sub-Processors;
- (b) the Customer may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 25 documenting material and substantiated concerns that the Sub-

Processor will not be able to comply with the Data Protection Legislation; and
 (c) if such Notice is received within the time required by this Clause, the parties will address the Customer's objection in accordance with the dispute resolution set out in Clause [24] and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 24;

- 14.5.9 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 of the Contract will be imposed on any Sub-Processors;
- 14.5.10 the Contract contains the Customer's 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;
- 14.5.11 the Customer 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
- 14.5.12 the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.
- 14.6 Where permitted by Applicable Law:
- 14.6.1 a party in breach of the Data Protection Legislation or this Clause **Error! Reference source not found.** will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the Parties are jointly and severally liable; and
- 14.6.2 where the Parties are jointly and severally liable for a Claim caused by Processing neither party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any complaint or claim for compensation caused by or relating to the Processing of Personal Data, without the prior written agreement of the other party.
- 14.7 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 for the purposes of Article 26 of the GDPR in relation to such Processing.

- 14.8 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, the Customer will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

15 Suspension of Service

- 15.1 BT may restrict or suspend any affected Service:
- 15.1.1 to conduct Maintenance;
- 15.1.2 to implement a change in accordance with Clause 5.2, in which case BT will notify the Customer in advance;
- 15.1.3 for any default of any payment in accordance with Clause 9.5;
- 15.1.4 if the Customer fails to comply with the Acceptable Use Policy; or
- 15.1.5 if BT reasonably considers that it is required to do so in order to safeguard the integrity or security of the BT Network.
- 15.2 BT will endeavour to notify the Customer in advance of any restriction or suspension for any of the events listed in Clauses 15.1.3 to 15.1.5 as soon as commercially reasonable.
- 15.3 Where BT exercises its right to restrict or suspend a Service under Clause 15.1 and that right arose as a result of a breach by the Customer:
- 15.3.1 the Customer will continue to be liable for all applicable Charges for that Service until the Contract is terminated; and
- 15.3.2 BT may apply a Charge to resume supply of the Service to the Customer.

16 Order Cancellation prior to the Service Start Date

- 16.1 The Customer may immediately cancel an Order by Notice to BT before the Service Start Date.
- 16.2 If the Customer exercises its right under Clause 16.1, the Customer will pay to BT in accordance with Clause 9.5:
- 16.2.1 any revised Charges that BT may amend to reflect the cancellation's impact on volume commitments or otherwise affecting the agreed Charges; and
- 16.2.2 the Cancellation Charges set out in the applicable Schedule. If there are no Cancellation Charges in the Schedule but BT has incurred any costs in relation to preparations made by BT to provide a Service, including cancellation charges from one of BT's subcontractors or suppliers or other costs payable to a third party, the Customer will pay BT those costs that are reasonable in accordance with Clause 9.5.

17 Termination for Convenience

- 17.1 Subject to Clause 21, either Party may, at any time on or after the Service Start Date, terminate without cause the Contract in whole or in part or any Service by giving Notice in accordance with Clause 17.2 and the Parties will each 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 in accordance with Part A of the Schedule for that Service; or
- 17.2.2 if not specified in Part A of the Schedule, 90 days.
- 17.3 Provided that the Customer pays the amounts set out in Clause 21, the Customer may, where 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 Termination for Cause

Subject to Clause 21, either Party may immediately terminate the Contract in whole or in part or an affected Service by giving Notice to terminate to the other Party if the other Party:

- 18.1 commits a material breach that is capable of remedy and fails to remedy the breach within 30 days from the date of the Notice of the breach;
- 18.2 commits a material breach that cannot be remedied; or
- 18.3 is affected by an Insolvency Event,
- and each Party will pay the other the amounts set out in Clause 21.

19 Termination for a Force Majeure Event

- 19.1 Subject to Clause 21.1, either Party may terminate the affected Service where a Force Majeure Event has caused a total loss of that Service for a continuous period of more than 30 days by giving Notice to the other Party.
- 19.2 The right in Clause 19.1 will expire and the Notice will have no effect if the Force Majeure Event has ceased prior to the Notice being received.

20 Consequences of Termination

Cancellation, termination or expiration of the Contract, a Service or any Order for any reason will not affect the rights of the Parties accrued up to the date of cancellation, termination or expiration, as applicable.

21 Payment on Termination

- 21.1 Each Party will, on termination or expiration of the Contract or a Service for any reason, immediately pay to the other Party any outstanding amounts and interest that are properly due and payable for each relevant Service in accordance with the Contract.

- 21.2 Where the Customer terminates the Contract in whole or in part or any Service in accordance with Clause 0, the Customer will pay to BT:
- 21.2.1 any applicable Termination Charges; and
- 21.2.2 all Charges for Services that are or would have been performed during the Notice period until the end of the Notice period set out Clause 17.2 whether or not such Notice period is given.

22 Limitation of Liability

- 22.1 The Contract excludes, to the extent allowed by law, any warranties, conditions or other terms that may be implied by law.
- 22.2 Nothing in the Contract excludes or limits either Party's liability for:
- 22.2.1 death or personal injury caused by negligence;
- 22.2.2 gross negligence or wilful misconduct;
- 22.2.3 fraud or fraudulent misrepresentation; or
- 22.2.4 any other liability that cannot be excluded or limited under Applicable Law.

Other than for those matters in set out in Clause 22.2, neither Party will be held liable for any of the following losses, whether or not 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 stated otherwise in the Contract; and
- (g) any special, indirect or consequential loss or damage.
- 22.3 Subject to Clauses 22.2 and Clause 22.4 in relation to each Service, the total liability of either Party will be limited to the greater of:
- 22.3.1 CHF 1,500,000, and
- 22.3.2 an amount equal to:
- (a) where the first incident occurs in the first twelve (12) months of the Contract, the Charges that were paid or payable by the Customer, or would have been paid or payable by the Customer had the incident not occurred, for the twelve (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 the Customer, from the Effective Date to the date when the first incident occurred, multiplied by twelve (12).
- 22.4 The Customer's obligations to:
- 22.4.1 pay any Charges due under the Contract, including any interest payable in

accordance with Clause **Error! Reference source not found.**, and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to the Customer's failure to correctly withhold and pay taxes;

22.4.2 refund any Service Credits; or

22.4.3 pay any Termination Charges,

are in addition to and will not be counted towards the limitations set out in Clause 22.3.

22.5 If either Party has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the indemnified Party:

22.5.1 informs the indemnifying Party promptly about the Claim;

22.5.2 provides the indemnifying Party with complete control of the Claim straightaway;

22.5.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and

22.5.4 uses reasonable endeavours to assist the indemnifying Party with the Claim.

22.6 Nothing in the Contract will restrict or limit either Party's general obligation at law to mitigate a loss, even where that loss occurs as a result of anything that may give rise to a claim under an indemnity.

22.7 In the event that BT fails to meet a Service Level and this means that the Customer is entitled to Service Credits, such Service Credits will be:

22.7.1 the Customer's sole and exclusive remedy for such failure by BT, unless and to the extent that such failure amounts to material breach by BT; and

22.7.2 deducted from the amount of any amount agreed as payable by BT in accordance with Clause 24 or awarded by a court of competent jurisdiction.

22.8 BT recommends that the Customer obtain business continuity (or other) insurance that is appropriate for the nature of the Customer's business.

22.9 Subject to Clause 5.1.6, in the event of any unauthorised access to the BT Network, BT will not be liable for any loss or damage sustained by the Customer.

23 Force Majeure Events

Where a Force Majeure Event occurs the Party whose performance is affected by the Force Majeure Event will:

23.1 not be liable, for any failure or delay to perform its obligations under the Contract to the extent that the failure or delay is caused by the Force Majeure Event; and

23.2 be entitled to a reasonable extension to perform the obligation affected by the Force Majeure Event.

24 Dispute Resolution Procedure

24.1 The Parties will use reasonable endeavours to resolve any dispute or claim arising out of or in connection with this Contract without referral to the courts or applicable regulatory authority.

24.2 The Parties will use the following dispute resolution process:

24.2.1 either Party may initiate a dispute by giving Notice to the other Party of its complaint and setting out the nature and full particulars of the dispute, together with relevant supporting documents;

24.2.2 each Party will use its reasonable endeavours to resolve the dispute within 14 days of notification, and will keep the other Party informed of developments;

24.2.3 if the dispute remains unresolved after 14 days (or any other period agreed in writing between the Parties), it may be escalated to a senior executive of each Party (at Vice President level or above); and

24.2.4 if the dispute remains unresolved 14 days after escalation, the Parties will consider mediation.

24.3 Subject to the Parties' compliance with Clause 24.2, either Party may initiate mediation by giving Notice to the other Party, in which case:

24.3.1 unless otherwise agreed, proceedings will commence no later than 15 days after the notification;

24.3.2 proceedings will be conducted in London and in the English language; and

24.3.3 the costs of any mediation will be shared equally between the Parties unless determined otherwise by competent or authorised bodies.

24.4 Nothing in this Clause 24 prevents either Party from:

24.4.1 seeking interlocutory or other immediate relief where a risk of imminent harm exists for that Party for which there is no other adequate remedy in the Contract;

24.4.2 pursuing court proceedings, where that Party considers it reasonable; or

24.4.3 exercising any rights and remedies that may be available to it in respect of a breach of the provisions of the Contract.

25 Notices

25.1 Any Notices required to be given under the Contract will be in writing and delivered by hand, by prepaid first class post, by recorded delivery,

by commercial courier or electronic mail to the other Party at:

- 25.1.1 the receiving Party's address or email address set out in the Contract;
 - 25.1.2 the receiving Party's registered office address as of the date of the Notice; or
 - 25.1.3 any other address or email address notified by the receiving Party in a Notice to the other Party from time to time, including, as updated on an Order.
- 25.2 Each Party will promptly notify the other by giving Notice of any changes to its contact details.
- 25.3 A Notice given under the Contract is deemed to have been duly received on the date (or if that date is not a Business Day, then on the next Business Day) that:
- 25.3.1 where a Notice is sent by email, receipt of the email is confirmed or acknowledged, including by transmission of an automatic electronic read receipt or manual acknowledgement from the recipient;
 - 25.3.2 the Notice is left at the address and a delivery receipt is signed on behalf of the addressee if delivered by hand or by courier; or
 - 25.3.3 is three (3) days after posting if the Notice is sent by prepaid post or recorded delivery.

26 Transfers to Third Parties

- 26.1 Either Party may assign the benefit of the Contract to any of its Affiliates upon Notice to the other Party or to a party other than an Affiliate with the prior written agreement of the other Party.
- 26.2 BT may subcontract the performance of any of its obligations under the Contract, including subcontracting the provision of any Service(s) to a BT Affiliate, although BT will remain responsible for the performance of its obligations under the Contract to the Customer.
- 26.3 The Customer agrees that BT may, by giving Notice to the Customer, novate the Contract, or all or part of a Service or Order, to a BT Affiliate in which case the Affiliate will assume all rights, obligations and liabilities under the Contract, and BT's rights, obligations and liabilities will be extinguished.
- 26.4 The Parties agree that either Party, or an Affiliate of either party, may enter into a separate contract with an Affiliate of the other Party, which will incorporate these General Terms and the relevant Schedules ("**Affiliate Contract**").
- 26.5 In the event that BT subcontracts the performance of any of its rights or obligations to a BT Affiliate in accordance with Clause 26.2, the Customer will, upon receipt of Notice from BT, interact directly with that BT Affiliate for ordering, provisioning and or maintaining the relevant Services.

- 26.6 Either Party can assign or transfer its right to collect payments, receivables or other assets arising as a result of the Contract.

27 No Partnership or Agency

Nothing in the Contract:

- 27.1 establishes any partnership, exclusive arrangement or joint venture between the Parties;
- 27.2 constitutes any Party the agent of the other Party; or
- 27.3 authorises any Party to make or enter into any commitments for or on behalf of any other Party.

28 No Waiver

Except as otherwise specifically provided in the Contract, no failure to exercise, or delay in exercising, any right or privilege will operate as a waiver of any right or privilege.

29 Severance

- 29.1 If any court or competent authority finds that any provision (or part of any provision) of the Contract is illegal, invalid or unenforceable, that provision or part provision, to the extent required, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Contract will not be affected.
- 29.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the Parties will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the Parties' original commercial intention.

30 Service Amendment

- 30.1 The Customer may request, by giving BT Notice, a change to:
- 30.1.1 an Order for a Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 30.1.2 a Service at any time after the Service Start Date,
- and where BT agrees to the change the Customer will pay any additional Charges.
- 30.2 Where the Customer requests a change in accordance with Paragraph 31.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide the Customer with a written estimate, including:
- 30.2.1 the likely time required to deliver the changed Service; and
 - 30.2.2 any changes to the Charges due to the changed Service.

- 30.3 BT has no obligation to proceed with any change requested by the Customer in accordance with Paragraph 30.1, 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 Parties in writing.
- 30.4 Where BT changes a Service prior to the Service Start Date due to the Customer providing BT with incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

31 Legal and Regulatory Compliance

- 31.1 Each Party will comply with all laws and regulations that apply to its activities under this Contract, including any that apply to the Products and Services provided under this Contract.
- 31.2 **Anti-Corruption and Bribery Act Compliance:** In connection with any actions or activities associated with this Agreement or in connection with the relationship between the Parties, neither Party shall engage in any unlawful trade practices or any other practices that are in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, or any other law that prohibits bribery or similar activity. Each Party shall ensure that neither it nor its Affiliates, subcontractors and agents either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favourable action or forbearance from action or the exercise of influence; or fail to establish appropriate safeguards to protect against such prohibited actions. Each Party shall, upon request from the other Party, provide evidence of the steps being taken to avoid prohibited actions, incl. establishment of policies, practices and/or business controls with respect to these laws.
- 31.3 **Export Control:** The Parties acknowledge that Products, Software, and technical information (including, but not limited to, service, technical assistance and training) provided under this Agreement may be subject to export laws and regulations of other countries, and any use or transfer of the such Products, Software, and technical information must be in compliance with all applicable regulations and international trade sanctions. The Parties will not use, distribute, transfer, or transmit the Products, Software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by either Party, the other Party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

- 31.4 **UK Regulatory Compliance:** Where regulated Service(s) are to be provided within the UK under this Agreement, the terms and conditions and prices for regulated Service are published on BT's website at www.bt.com and may be amended by BT from time to time. For the avoidance of doubt, the terms and conditions and prices published on BT's website for regulated Service, and any amendments thereto, shall govern the provision of regulated Service to the exclusion of all other terms and conditions and prices in this Agreement. If BT is required in order to comply with law or regulation to modify the Service or amend the terms and conditions or prices, BT reserves the right to do so and notify the Customer as soon as possible of any such modification and any terms and conditions (including Charges) associated with such modification, except in the case of regulated Service where any such changes will be published as set out in this Clause. If a legal or regulatory intervention or ruling of any sort prevents the accomplishment of the purpose of this Agreement, the Customer and BT shall immediately commence good faith negotiations to explore whether a similar economic effect can be obtained consistent with the applicable legal or regulatory requirements. The delay or failure by BT to perform any of its obligations under this Agreement that is caused by or materially contributed to by a restriction of a legal or regulatory nature that affects, wholly or partly, the provision of the Service, shall not constitute a breach of this Agreement.
- 31.5 **Non-UK Regulatory Compliance:** Where regulated Service(s) are to be provided outside of the UK under this Agreement, the Parties shall comply with the terms and conditions and prices, if applicable, of any applicable tariffs, regulations, or statutes. In the event of changes to such tariffs, regulations, or statutes during the term of any Order for such regulated Services, such changes shall be effective pursuant to their terms. If a legal or regulatory intervention or ruling of any sort prevents the continued provision of any regulated Service or materially changes the regulated Service so that it is no longer consistent with the purpose of this Agreement, BT shall promptly commence good faith discussions with the Customer on any alternative Service or on any appropriate migration away from that regulated Service so as to minimize any disruption to the Customer.
- 31.6 **Human Rights Compliance:** Both Parties will comply with the International Human Rights Standards, when providing or using the Services.

32 contract amendment

- 32.1 Unless a Schedule states otherwise, any amendment of the Contract will not be effective unless agreed in writing by the Parties.

32.2 BT and the Customer may vary or terminate the Contract without the consent of any Affiliate and any termination of the Contract will not terminate any individual Affiliate Contracts.

33 Survival

The Parties' rights and obligations, the nature of which are intended to continue beyond termination of the Contract will survive termination of the Contract.

34 Entire Agreement

34.1 The Contract constitutes the whole agreement between the Parties with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them.

34.2 Any Customer's standard terms attached to, enclosed with, or referred to in any Order or in any pre-contractual negotiations will have no effect and will not apply.

34.3 Each Party acknowledges that, in entering into the Contract, it has not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently), other than those set out in the Contract and waives all rights and remedies that, but for this Clause 34, might otherwise be available to it in respect of any such reliance.

35 Choice of Law and Jurisdiction

35.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of Switzerland.

35.2 The Customer and BT irrevocably agree that the courts of Zurich (District Buelach) will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

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

36 Defined Terms

"**Acceptable Use Policy**" means the applicable policy found in the Annex to this document.

"**Affiliate**" means any legal entity that directly or indirectly controls, is controlled by or is under common control with a Party.

"**Affiliate Contract**" has the meaning given in Clause 26.4.

"**Annex**" means any annex to a Schedule under the Contract that describes a Service or sets out the specific terms applicable to that Service.

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

"**BT**" means either the entity on the Cover Page or any Affiliate of BT that signs an Order under these General Terms.

"**BT Equipment**" means any equipment, including any Software, owned by or licensed to BT that is located at a Site for the provision of a Service.

"**BT Group**" means BT Group plc and its Affiliates from time to time

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

"**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: <http://www.btplc.com/privacycentre>.

"**Business Day**" means any day that is customarily regarded in the country or locality in which a Service is provided as a day when business is undertaken, excluding national, public, or bank holidays. If an obligation is to be performed on a day that is not a Business Day, the obligation will be performed on the following Business Day.

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

"**Charges**" mean the fees and charges payable by the Customer in relation to a Service as set out in the Schedule.

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

"**Confidential Information**" means all confidential information disclosed by a Party or its employees, agents, Affiliates, officers or advisers to the other Party under or in connection with the Contract including:

- (a) the Contract;
- (b) all technical or commercial know-how, pricing, specifications, inventions, processes or initiatives that are of a confidential nature; and
- (c) any information that would be regarded as confidential by a reasonable business person and relating to the business, affairs, customers, clients, suppliers, plans or strategy of the disclosing Party or its Affiliates; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or its Affiliates,

but excluding any information that:

- (a) is or becomes available to the public other than as a result of a breach of the Contract;
- (b) was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (c) the Parties agree in writing is not Confidential Information; or
- (d) was developed by or for the receiving Party independently of the confidential information.

"Contract" means the agreement by and between BT and the Customer that comprises these General Terms, any Annexes, each Schedule and each Order.

"Customer" means either the entity on the Cover Page or any Affiliate of the Customer that signs an Order under these General Terms.

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

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

"Customer Personal Data" means only the proportion of Personal Data where the Customer is the Controller and that BT needs to Process on the Customer's behalf as a Processor in providing the Services to the Customer 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 collectively (i) the Directive, (ii) any other applicable laws of the European Union, (iii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy, (iv) [from 25 May 2018] the GDPR, and (v) any binding guidance or code of practice issued by a Supervisory Authority;

"Directive" means Directive 95/46/EU of the European Parliament and of the Council of 24 October 1995;

"Effective Date" means the date set out on the cover sheet of this Contract or, if there is no cover sheet, the Order.

"EU-US Privacy Shield" means a legal framework adopted by the European Commission in its adequacy decision of 12 July 2016 that ensures an adequate level of protection for Personal Data transferred from the European Union to organisations in the United States that have self-certified to the EU-US Privacy Shield;

"Force Majeure Event" means any circumstance beyond a Party's reasonable control that hinders, delays or prevents that Party from performing any of its obligations under the Contract including: acts of God, flood, storm, lightning, drought, earthquake, seismic activity or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; any law or any action taken by a government or public authority, including a failure by BT to obtain (or revocation of) a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 repealing the Directive, and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR);

"General Terms" means these terms.

"Insolvency Event" means any of the following in relation to a Party:

(a) becomes the subject of a bankruptcy order;

(b) becomes insolvent;

(c) makes any arrangement or composition with or assignment for the benefit of its creditors;

(d) goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory;

(e) ceases to trade or operate;

(f) owns any assets that are material to the operations of all or substantially all of its business that are the subject of any form of seizure or have a receiver or administrator appointed over them; or

(g) a notice is given, a petition issued, a resolution passed or any other step is taken to commence any of the procedures listed above in the jurisdiction of that other Party.

"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, rights in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world and will include any applications for the registration of any of those rights capable of registration in any part of the world.

"International Human Rights Standards" means the legal instruments and rights as further described in Principle 12 of the UN Guiding Principles on Business and Human Rights. The UN Guiding Principles on Business and Human Rights can be found at: http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

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

"Notice" means any notice to be given by a Party to the other Party under the Contract in accordance with Clause 25.1.

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

"Order" means an order or part of an Order given by the Customer and accepted by BT under the Contract for one or more Services.

"Party" means either or both BT and the Customer as the context allows.

"Personal Data" has the meaning given to it in the Data Protection Legislation.

"Purchased Equipment" means any equipment, including any Software, sold by BT to the Customer.

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

"Service" means any Service including, where applicable, to a particular Site, or a part or component of a Service provided by BT under the Contract, and may include any of the following: content, BT Equipment and any 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 any agreed minimum level of Service to be achieved by BT with respect to a Service.

"Service Start Date" means, for each Service, the date on which that Service is first made available to the Customer.

"Site" means any location set out in a Schedule or Order where or to which a Service will be provided.

"Software" means any software in object code format only, and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of a Service. It includes any embedded software but 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 compensatory charges payable by the Customer to BT on termination of the Contract in whole or in part or a Service in accordance with Clause 21.2 as set out in a Schedule.

"Transaction Taxes" mean VAT, GST, sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of a Service.

"User" means any person who is permitted by the Customer to use or access a 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.

37 ANNEX – BT ACCEPTABLE USE POLICY ("AUP")

The Customer is responsible for its Content and that of any of its Users (including any Content hosted by the Customer or any User on behalf of third parties). The Customer acknowledges to have read and agrees to be bound by and to ensure that any Users will comply with this BT Acceptable Use Policy ("AUP") and the acceptable use policies of any connected networks and generally accepted Internet standards.

The Service must not be used:

- (a) fraudulently or in connection with a criminal offense under the laws of any country where the Service is provided;
- (b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- (c) in contravention of any instructions that BT has given under the Agreement;
- (d) to cause annoyance, inconvenience or needless anxiety;
- (e) to send or provide or receive unsolicited advertising or promotional material;

Please do not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.

If the Customer or anyone else, (with or without knowledge or approval) uses the Service in contravention of the AUP; or uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service and fails to take corrective action within a reasonable period of receiving notice from BT, then BT can treat the contravention as a material breach and as such BT may either suspend the Service or terminate the Service pursuant to the General Terms and Conditions of the Agreement. If the Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further contravention.