

# Value Added Services Annex

## Annex to the BT Business Broadband Schedule

### (on or after 10 April 2017)

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## A note on 'you'

'You' and 'your' mean the Customer and your Users, where applicable.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

## Words defined in the General Terms

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

### 1. This Annex

- 1.1 The terms of this Annex apply in addition to the terms of the General Terms and the BT Business Broadband Schedule.
- 1.2 This Annex will apply where you have ordered the Service on or after 10 April 2017.

## Part A – Microsoft® Office 365 / BT Sport App

### 2. Microsoft® Office 365

- 2.1 Where you select Infinity Premium, BT will provide you with Microsoft® Office 365 Business Essentials at no additional charge.
- 2.2 You agree that BT provides Microsoft® Office 365 Business Essentials subject to the terms for Microsoft® Office 365 set out at <http://www2.bt.com/static/i/btretail/panretail/terms/bt1161.htm>

### 3. BT Sport App

Where you select Broadband Premium, Infinity Unlimited or Infinity Premium, BT will provide you with access to the BT Sport App for personal, non-commercial use on a Device.

### 4. Using the BT Sport App

- 4.1 BT will provide you with access to the BT Sport App when your BT ID is set up and authorised.
- 4.2 You may access the BT Sport App simultaneously from any two Devices (or any other maximum number of devices BT tells you from time to time) in any combination. BT may temporarily restrict your access to the BT Sport App to one Device if necessary to protect the quality of the BT Sport App.
- 4.3 Before using the BT Sport App, you will ensure that you or your household has a TV licence.
- 4.4 To use the BT Sport App your device must maintain a working internet connection of sufficient speed.
- 4.5 Use of the BT Sport App:
  - 4.5.1 on any broadband connection, will count towards any applicable broadband usage limit; and
  - 4.5.2 on any mobile data network, including use by BT Business Mobile customers, will count towards any applicable monthly data allowance.
- 4.6 If BT holds a reasonable belief that you have misused the BT Sport App, or authorised anyone else to misuse the BT Sport App, BT may require you to reimburse BT for any losses or damage BT suffers as a result. Further details about misuse of our BT Sport App are set out in our Acceptable Use Policy, which you can read at [www.bt.com/acceptableuse](http://www.bt.com/acceptableuse).
- 4.7 BT and its licensors own all Intellectual Property Rights in the BT Sport App, and the rights in all material or Content provided through the BT Sport App will remain BT's or, where applicable, BT's third party content partners. Your use of the BT Sport App and any Software is protected by intellectual property laws, this Agreement and (if applicable) any additional terms of use and/or end user licence agreement you accept. You will not have to pay any charges under any end user licence unless you have agreed to do so.

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- 4.8 If you are required to download Software to access the BT Sport App, the Software may send information about itself and your Device (including in relation to usage) to BT. The type of information BT may collect about the Software and your Device under this Paragraph is explained in our privacy policy that you may access on [www.bt.com/privacypolicy](http://www.bt.com/privacypolicy) under the "BT Sport & TV" tab. By using the relevant Software, you are indicating that you have read our privacy policy and you consent to the transmission of this information.

### 5. BT Sport App Content

- 5.1 The BT Sport App is a variable service and BT cannot guarantee the quality or availability of Content which:
- 5.1.1 may only be available in certain parts of the United Kingdom; and
  - 5.1.2 is dependent on the quality of the speed of the internet connection on your Devices.
- 5.2 BT aims to make Content available at the times shown, but these times may vary.
- 5.3 Some Content may only be accessible for certain timeframes or "access periods". Once the relevant period has expired, the Content will not be available to you anymore.
- 5.4 Different Content and service features are available with different Packs. Availability of Content and service features is detailed on BT's website at [www.bt.com/sport](http://www.bt.com/sport).
- 5.5 You acknowledge that some Content available through the BT Sport App may not be suitable for viewing or use by persons of all ages.
- 5.6 BT may change, add to, replace or withdraw any Packs, Content or Channels available through the BT Sport App for any reason, including:
- 5.6.1 to improve, update or change the structure of or introduce new Packs, Content or Channels;
  - 5.6.2 to reflect changes or developments in technology;
  - 5.6.3 to make changes to certain technical specifications;
  - 5.6.4 if BT's ability to provide the BT Sport App in a particular geographical area changes;
  - 5.6.5 if Channels or Content are provided to BT by other broadcasters or organisations and they stop making the Channels or Content available generally or to BT, or they make changes to the Channels or Content;
  - 5.6.6 because it is no longer commercially sensible for BT to provide that Content, Channel or Pack;
  - 5.6.7 to allow BT to show Content through the BT Sport App in a way that BT considers enhances your viewing experience;
  - 5.6.8 to make editorial changes to Content; or
  - 5.6.9 as a result of any change in the law, code or any regulation or regulatory guidance that is applicable to BT.

### 6. Ending or Suspending Access to the BT Sport App

- 6.1 BT may suspend or terminate your access to the BT Sport App:
- 6.1.1 if the Service is terminated in accordance with Clauses 17, 18 or 19 of the General Terms or the Schedule;
  - 6.1.2 if your usage is significantly different to that of a regular customer who is a consumer;
  - 6.1.3 if BT reasonably believe you are using the BT Sport App in a way that does not comply with this Annex;
  - 6.1.4 if BT can no longer provide the BT Sport App (or part of it) or if BT suspends a related service;
  - 6.1.5 in response to any serious misuse of the BT Sport App;
  - 6.1.6 if BT has to for legal or regulatory reasons; and
  - 6.1.7 if BT has reasonable grounds to suspect fraud or any other unauthorised activity.

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- 6.2 If BT suspends or terminates access to the BT Sport App because you breach the Contract, BT may (if legally required) give your details to the owner of any Content that is the subject of any unauthorised use or to any relevant enforcement agency.

### 7. Promotion, Advertising and Links to Third Party Sites

Your dealings with, or participation in promotions by, any third party advertisers on the BT Sport App are solely between you and such third party. You acknowledge that BT will not be responsible or liable for any loss or damage of any kind incurred by you as the result of any such dealings or as the result of the presence of such third parties on the BT Sport App.

## Part B – Obligations

### 8. BT's Obligations

- 8.1 Throughout the provision of the Service, BT will:
- 8.1.1 provide access to the BT Sport App using reasonable care and skill, but BT cannot guarantee that the BT Sport App will be available all of the time; and
  - 8.1.2 fix any faults on the BT Sport App as soon as reasonably practicable.

### 9. Your Obligations

- 9.1 Before the Service Start Date and, where applicable, throughout the provision of the Service, you will:
- 9.1.1 before downloading the BT Sport App to a Device, agree to the BT Applications End User Licence Agreement;
  - 9.1.2 use the BT Sport App for personal, non-commercial use only;
  - 9.1.3 only access Content in the United Kingdom, the Channel Islands and the Isle of Man;
  - 9.1.4 comply with any reasonable instructions BT gives you about the BT Sport App and comply with our reasonable security checks;
  - 9.1.5 not:
    - (a) use the BT Sport App for any improper or unlawful use;
    - (b) make unauthorised or unlawful recordings of any Content or copy, publish, rent, reproduce, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the relevant software or any Content you watch, stream or download from the BT Sport App;
    - (c) do anything which may have a negative effect on:
      - (i) BT's systems, networks, servers, brand, reputation or security;
      - (ii) other customers' use of services or customers' equipment;
      - (iii) other customers' security; or
      - (iv) any other person's or business's systems, networks or security;
    - (d) view the Content on digital media players, including televisions, computers or any other portable equipment capable of receiving or transmitting television broadcasts;
    - (e) re-distribute, re-broadcast or otherwise transfer any Content provided through the BT Sport App;
    - (f) reproduce any recording made through the BT Sport App;
    - (g) display any Content provided through the BT Sport App in retail, business or commercial premises or for any business or commercial purpose;
    - (h) sell or make any charge for watching or using any part of the BT Sport App;
    - (i) show any Content through the BT Sport App in public to an audience, even if no charge is made;

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- (j) attempt to breach any security or content protection rules relating to the BT Sport App, or compromise the security of any Device used for viewing Content through the BT Sport App or the security of the Content; or
  - (k) edit, change, translate or create adaptations or other copies of any Content; and
- 9.1.6 set up and maintain any parental controls that may be available to control access to the BT Sport App.

### Part C – Definitions

#### 10. Definitions

In addition to the defined terms in the General Terms and the BT Business Broadband Schedule, capitalised terms in this Annex will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms and the BT Business Broadband Schedule, these defined terms will take precedence for the purposes of this Annex):

**“3G”** means universal mobile telecommunications system and is a network used for both voice and data services.

**“4G”** means long term evolutions and is a network used for both voice and data services.

**“BT Applications End User Licence Agreement”** means the end user licence agreement available on download of the BT Sport App or at [www.bt.com/mobile/apptc](http://www.bt.com/mobile/apptc).

**“BT ID”** means a user ID that BT will provide you with for use when accessing BT services, including the BT Sport App.

**“Channels”** means the channels BT may offer through the BT Sport App.

**“Device”** means an iOS (iOS 8 or later), Android (Android 4.3 or later) or Windows (Windows 10 or later) smartphone or tablet with 3G, 4G or Wi-fi connection.

**“Pack”** means the selection of Channels together with any other Content and features BT offers as a pack from time to time.