

# Service Schedule for BT eShop Service

---

## 1. SERVICE DESCRIPTION

### Service Overview

- 1.1 The Service provides the Customer with the ability to build an online store to offer a catalogue of Products in an electronic format to prospective Buyers through the internet as detailed at <http://www.btbroadbandoffice.com/domains-and-web-hosting/web-hosting/eshop>. The Service does not include the provision of any hardware or the capability for taking credit or debit card payments online.
- 1.2 The Service may be ordered online at <http://www.btbroadbandoffice.com/domains-and-web-hosting/web-hosting/eshop> or by telephone.

### Service Start Date

- 1.3 The Service will commence on the date that BT provides the Customer with login details to enable the Customer to access and use the Service.

### Minimum Period

- 1.4 The Service will have a Minimum Period of 12 months from the Service Start Date.

### Service Description

- 1.5 The Service allows the Customer to build an online store using secure browser based software provided as part of the Service and to choose and register a Domain Name for the online store. The Customer can amend and update information about the Products.
- 1.6 The Service allows the Customer to:
- Select a store layout, upload custom graphics and select store options;
  - Enter or import product information, upload product pictures and set promotions;
  - Specify payment forms to be accepted, and shipping charges;
  - Generate reports for sales, site traffic and orders;
- 1.7 Any bespoke graphics or product digital images uploaded onto the Service must be in the following format(s):  
.jpeg or .gif
- 1.8 The maximum upload capacity is 50 megabytes.

## 2. SERVICE LEVELS

- 2.1 BT will provide the Service with reasonable skill and care.

### Service Support

- 2.2 BT will provide a helpdesk facility to the Customer for the Service which can be accessed via telephone and e-mail. BT is not responsible for providing any support, whether technical or otherwise, in respect of the Customer's server configuration.
- 2.3 BT and/or any BT authorised third party will perform routine system administration of the Service. BT or a BT authorised third party will also perform daily data back-ups of the server platform that supports the Service and will retain these back ups on a secure site for one week only.
- 2.4 In the event of any unforeseen disruptions to the Service, BT will use reasonable endeavours to restore the basic features of the Service within 24 hours.

## **Service Schedule for BT eShop Service**

---

### **Fault Repair**

- 2.5 The Customer will be able to report faults as follows:
- (a) if the Customer is a BT Business Connect Pay as You Go (PAYG) or Connect Anytime customer subscribing to the BT Business Internet Business Pack via  
Tel: 0845 607 1942 (24 hrs, 7 days calls charged at local rate)  
Email: helpdesk@btbusinessoffice.com
  - (b) if the Customer is a BT Business Connect LAN customer via  
Tel: 0845 602 1960 (24 hrs, 7 days calls charged at local rate)  
Email: lansupport@btbusinessoffice.com; or
  - (c) if the Customer is a BT Business broadband customer via  
Tel: 0845 600 7020 press option 2 (24 hrs, 7 days calls charged at local rate)  
email: support@btbroadbandoffice.com
- 2.6 Faults logged by the Customer in accordance with clause 2.5 will be dealt with as follows:
- (a) During the hours of 8.00 am to 6.00 p.m. Monday to Friday (excluding English Bank and Public Holidays) BT will use reasonable endeavours to respond to the Customer within 24 hours after notification of the fault giving the status of the fault;
  - (b) The helpdesk will update the Customer at regular intervals on the status of the fault;
  - (c) Outside the hours of 8.00 am to 6.00 p.m. Monday to Friday UK time and at all times during Bank and Public Holidays BT will only deal with major service disruptions and will use reasonable endeavours to respond to the Customer with the status of the fault within 24 hours after notification of that fault. Other faults reported will be dealt with during the hours and as specified in clauses 2.6(a) and 2.6(b).
- 2.7 BT does not guarantee that it will be able to resolve all faults reported by the Customer, or that BT will be able to advise on all Service related issues.

### **Maintenance**

- 2.8 BT will use reasonable endeavours to provide a minimum of 72 hours' notice of any planned maintenance activity. Where significant Service affecting maintenance is planned BT will use reasonable endeavours to provide 7 days' notice. However BT reserves the right to:
- (a) Conduct routine maintenance of the Service (including if necessary the right to render the Service unavailable) without notice on Tuesdays between the hours of 8am and 10am.
  - (b) Provide emergency maintenance and updates at any time without prior notice.

## **3. RESPONSIBILITIES OF THE CUSTOMER**

### **General**

- 3.1 To access and use the Service the Customer must have a suitable internet access product from BT which will be provided under a separate contract subject to BT's applicable standard term and conditions. Suitable access products are:

Connect Pay as You Go;

Connect Anytime;

Connect LAN 64K;

## **Service Schedule for BT eShop Service**

---

Broadband Single 500 Engineer Install;

Broadband Single 500;

Broadband Network 500 Engineer Install;

Broadband Network 1000 Engineer Install; or

Broadband Network 2000 Engineer Install.

3.2 To access the Service the Customer must use internet browser software Microsoft Internet Explorer version 7.0 (or higher) or Mozilla version 2.0 (or higher).

3.3 For administrative tasks a screen resolution of 1,024 x 786 pixels and a colour depth of at least 65,000 colours is required.

3.4 In order to use all the functions of the Service the Customer must enable the following in the Customer's browser:

- JavaScript
- Session cookies
- pop-up windows
- Java Applets
- Flash content

3.5 The Customer is responsible for ensuring that the configuration of the Customer's Equipment is suitable to allow access to the Service and will be responsible for any configuration changes required to the Customer's Equipment to allow access to the Service.

3.6 If the Customer accesses the Service via a Local Area Network (LAN), the Customer is responsible for:

- (a) providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service;
- (b) configuration of the IP router, and where present, the Customer's proxy server or the Customer's firewall; and
- (c) appointing a person to be the point of contact with BT for matters relating to the provision of the Service (System Administrator).

3.7 The Customer is only entitled to access the Service using the single administrative account and log-in process advised to the Customer by BT.

3.8 Where IP addresses, Domain Names and URL's are allocated to the Customer, these are for use in connection only with the Service unless agreed otherwise and all rights to those IP addresses, Domain Names and URL's and trade marks and names supplied by BT belong to BT.

## **4. CHARGES**

### **General**

4.1 The Customer must pay the charges for the Service which are set out in the Charges Schedule.

4.2 Payment is due within 28 days of the date of BT's bill.

4.3 Clause 4.10 of the Conditions will not apply to the Service, however the Customer may, at its option, elect to pay by monthly direct debit.

4.4 Value Added Tax or any other applicable in country sales or use tax, or like charge in a country where Buyers may access the Service, which is payable by the Customer will be added to BT's invoices as appropriate.

## **Service Schedule for BT eShop Service**

---

### **Early Termination Charges**

- 4.5 The termination charge will be calculated on the basis of the Charges due for the remaining part of the Minimum Period.

### **5. ADDITIONAL CONDITIONS**

- 5.1 The Customer is responsible for designing, creating, managing and amending its online store, and for the design, creation, maintenance, and updating of all Customer Information, including creating and uploading any bespoke graphics or product images.
- 5.2 The Customer is responsible for checking the accuracy of each transaction or computation carried out using the Service, including the calculation and imposition of any applicable taxes, duties and charges of whatever nature and for all documentation relating to such transactions and computations, including the creation of invoices, VAT or other tax records and shipping documentation.
- 5.3 The Customer agrees that for the purposes of the matters set out in 5.2, the Service is deemed to be under the control of the Customer and BT has no liability for any loss or liability incurred by the Customer relating to such matters.
- 5.4 The Customer is responsible for any products or services provided to or any transactions of any kind entered into with any Buyer accessing or acting in reliance on the Service, the Customer Information, or Third Party Information. The Customer accepts that BT will have no liability with respect to such transactions. To this end, BT reserves the right to notify prospective buyers or Third Parties of this and other terms and conditions under which the Service is provided.
- 5.5 The Customer warrants and undertakes that Customer Information, Third Party Information and Customer Data is and will remain accurate and will not include any information or material, any part of which, or the accessing or use of which would be a criminal offence or otherwise unlawful. In particular the Customer warrants that all necessary licences and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained. BT reserves the right to remove any Customer Information or Third Party Information following notice to the Customer if BT reasonably believes that such information may constitute a breach of this Contract.
- 5.6 The Customer will notify BT immediately of any changes to the Customer Data.

### **Domain Names**

- 5.7 The Customer must not use a Domain Name in connection with the Service or URL which infringes the rights of any person in a corresponding trademark or name.
- 5.8 The Customer warrants that the Customer is the owner of, or that the Customer is authorised by the owner of, any trademark or name that the Customer wishes to use in a Domain Name as part of a URL in connection with the Service.
- 5.9 BT reserves the right to require the Customer to select a replacement Domain Name or URL and may either refuse to provide or may suspend the Service if, in BT's opinion, there are reasonable grounds to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of 5.7. On satisfaction of BT's reasonable requirements, including provision of a suitable substitute Domain Name or URL, BT will resume provision of the Service.

### **Online payments**

- 5.10 If the Customer promotes or accepts credit and/or debit card payments online, the Customer must enter into an appropriate agreement with the Customer's bank and/or an online payment service provider, and comply with the terms of that agreement. BT does not act as a payment services provider or any other intermediary in respect of payments the Customer accepts.
- 5.11 If the Customer has elected to purchase the online payment product from **WorldPay**, which provides for on-line credit and debit card payments, then the Customer will contract directly with BT's payment partner, WorldPay Limited, at an additional charge and on separate terms and conditions.

## Service Schedule for BT eShop Service

---

- 5.12 If the Customer has elected to use the optional eBay Connector, any transactions via eBay will be subject to their separate terms and conditions. Charges, payable to eBay directly, may be applicable. BT is not a party to those transactions. The Customer will be limited to 50 auctions per month per online store.

### Indemnity

- 5.13 In addition to clause 3.12 of the Conditions, the Customer will indemnify BT against any claims or legal proceedings which are brought or threatened against BT relating to:

- (a) the Service being used in breach of clause 5.7 above;
- (b) any binding contractual relationship that the Customer has entered into with a Buyer;
- (c) the Products; or
- (d) any breach of 5.2 and 5.3 above.

BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

### Limits of Liability

- 5.14 The limit of liability under clause 7.2 of the Conditions is £20,000 for all direct loss or damage arising from any one incident or series of connected incidents and to £40,000 for all incidents in any period of 12 months.
- 5.15 BT excludes all liability of any kind in respect of the Customer Information, Third Party Information and any other material which can be accessed using the Service and is not responsible in any way for any Products provided, advertised, sold or otherwise made available by means of the Service.
- 5.16 BT will not in any circumstances be liable to the Customer for any third party claim or liability relating to the provision by the Customer of any payment gateway processing facility and whether arising under contract, tort (including negligence) or otherwise.
- 5.17 BT will not in any circumstances be liable to the Customer for any third party claim or liability relating to any eBay transactions and whether arising under contract, tort (including negligence) or otherwise.

### Resale

- 5.18 The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any one else.

## 6. DEFINITIONS

In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:-

<b>Buyer</b>	means a person who enters into or is invited to enter into any transaction with the Customer by means of the Service.
<b>Charges Schedule</b>	the list of charges for the Service located at <a href="#">/internetapplications/sellonline</a> (or any other online address that BT may advise the Customer).
<b>Customer Information</b>	means information, video, graphics, sound, music, photographs, software, records, data, or any other materials (in whatever form) published or otherwise made available (directly or indirectly) by the Customer or on the Customer's behalf by using the Service.

## **Service Schedule for BT eShop Service**

---

<b>Customer Data</b>	means information about the Customer, the System Administrator or the Customer's employees, agents or sub-contractors (which may include personal data subject to laws or regulations) provided to BT by the Customer, the System Administrator or the Customer's employees, agents or sub-contractors.
<b>Domain Name</b>	means a name registered with an Internet registration authority for use as part of the Customer's UR L
<b>Products</b>	means the goods (including software), services or information which the Customer promotes via the Service.
<b>Third Party Information</b>	means information, video, graphics, sound, music, photographs, software, data, records, and any other materials (in whatever form) not owned or generated by the Customer or on the Customer's behalf and published or otherwise utilised or made available using the Service.
<b>URL</b>	means Uniform Resource Locator which is the full address for a Website