

## Terms & conditions for Starter and Professional Packs

This Service Schedule is in addition to the Conditions for BT Business Services and forms part of this Contract for BT Web Hosting Lite (available as part of BT Business Essentials), BT Web Hosting - Starter Pack, BT Web Hosting Professional Pack (the "Service")

### 1. SERVICE DESCRIPTION

1.1 The Service provides web hosting and domain name services as described [here](#) and will be provided to the Customer at the Site.

1.2 The Service may be ordered either by telephone or online [here](#) in which case these terms and conditions apply from this point.

### 2. RESPONSIBILITIES OF BT & THE CUSTOMER

2.1 All domain names are initially directed to a BT webpage until such time as the domain administrator redirects the domain. The BT webpage may be modified automatically by BT at any time and which may contain marketing information and links to other products and services from both BT and from third parties. BT cannot be held liable for the content of any third party. 2.2 It is the responsibility of the Customer to activate the Service at [www.btbroadbandoffice.com](http://www.btbroadbandoffice.com)

#### Use of Webspace

2.3 The Service is subject to webspace and bandwidth usage limits as set out [here](#).

2.4 Customer's that have taken the BT Web Hosting – Advanced service are not subject to webspace and bandwidth usage limits, but must comply with BT's Web Hosting Fair Usage Policy.

2.5 BT may take action to suspend or terminate the Customer's use of the Service for any use in excess of these limits unless:

- (a) the Customer's usage is reduced immediately; or
- (b) the Customer upgrades to BT Web Hosting - Advanced; or
- (c) if the Customer is an existing BT Web Hosting - Advanced customer, additional capacity is purchased.

2.6 Customers of the BT Web Hosting Lite service cannot exceed the usage limits.

2.7 The Customer:-

- (a) is responsible for the material that it or anyone else puts on its web site(s);
- (b) must include its contact details (e.g. email address) clearly on its web site(s);
- (c) must ensure that material on its web site(s) and the use of it must not in any way be unlawful.
- (d) must in particular ensure that all necessary licences and consents (including those from owners of copyrights, performing rights and any other relevant intellectual property rights) have been obtained.

## **Domain Names**

### **Sub Domain Names:**

2.7 Sub-domain names associated with the BT Web Hosting Lite service will take the format <http://home.btconnect.com/username> , although all sub-domains are subject to availability. The Customer is responsible for the set up of this sub-domain if BT does not auto-generate this address during the account set-up. The sub-domain name cannot be changed once set up.

2.8 The BT Web Hosting Lite service cannot be used to directly apply a private domain name, including any domain name purchased directly through BT. Private domain names can only be used with the Service through redirect, URL or FRAME forwarding techniques which the Customer must implement.

### **Primary Domain:**

2.9 Customers with BT Web Hosting - Starter Pack and/or BT Web Hosting - Professional must allocate a personal domain name (known as the Primary Domain) to each Service account. Primary Domains must be unique to the Customer and the Customer must have the rights to use that domain name.

2.10 The settings for any BT hosted domain name selected as a Primary Domain will be automatically amended to the default settings for the Service. In the event that an automatic re-setting of defaults cannot take place the Customer must manually alter these settings before using the Service.

2.11 Primary Domains are permanently associated with the Service and cannot be changed.

2.12 BT will automatically select the Primary Domain for any accounts with websites and BT registered domain names created prior to April 2007.

2.13 Only one Primary Domain can be associated with each BT Web Hosting - Business Pack or BT Web Hosting - Advanced account. Any additional domains purchased can only be associated with an activated account through URL or Frame forwarding to the Primary Domain which the Customer will need to implement either by contacting the support desk or through the self-care screens accessible through [www.btbroadbandoffice.com](http://www.btbroadbandoffice.com).

2.14 The Customer must ensure the continued availability of the Primary Domain. If a Primary Domain is allowed to expire, or is terminated by the registry, or the default settings for that domain are changed, access to the website and/or webspace associated with the Service may be lost.

### **Non-chargeable domain names:**

2.15 Domain names can be ordered as part of the Service, or transferred to the Service, without additional charge as follows:

- (a) BT Web Hosting - Starter Pack - one '.co.uk' or '.org.uk' domain name
- (b) BT Web Hosting - Professional - one '.co.uk' or '.org.uk' and one '.com' domain name.

2.16 Non-chargeable domain name allocations are non-transferable. In the event that the non-chargeable domain name(s) expires or is transferred no further non-chargeable domain names can be ordered.

2.17 All additional domain names added to the account will be charged in accordance with the pricing table available at <http://www.btbroadbandoffice.com/internetapplications/webhosting>

2.18 Chargeable domain names cannot be converted to a non-chargeable domain name.

2.19 BT will register the non-chargeable domain name(s) with the internet registration authorities and will pay the registration and rental fees for the duration of the Customer's Contract for the Service or for the minimum period of the domain name (as set out in paragraph 2.20 below) whichever is the longer.

2.20 The minimum period for the domain names from registration are as follows:  
'co.uk' - 2 years  
'com' - 1 year

2.21 BT reserves the right to refuse to register domain names at its sole discretion. BT will inform the Customer of any refusal.

2.22 In the event of termination of the Service the non-chargeable domain name(s) will no longer be automatically renewed. It is the responsibility of the Customer to ensure that BT has the correct payment details and requests renewal. BT accepts no liability for lapsed domain names in the event of incorrect payment details or a failure by the Customer to pay the Charges.

2.23 All domain names will be subject to the additional terms and conditions set out at [www.btconnect.com](http://www.btconnect.com). In the event of any conflict between those terms and conditions and this Contract, this Contract shall take precedence.

### **3. Charges**

3.1 The Customer must pay the Charges for the Service that are set out [here](#) . The Charges are part of these terms and conditions.

3.2 If the Service is ended during the first 12 months from the date that this Contract starts (whether the Customer has activated the service or not), because the Customer gave BT notice to end the Contract (other than because BT has increased the Charges or changed the Contract to the Customer's detriment) or the Customer has broken the Contract and BT is therefore entitled to terminate, the Customer must pay all Charges for the Service payable for any remaining period of that 12 months.

3.3 Paragraph 3.2 shall not apply to additional webspace and bandwidth purchased by the Customer. The minimum period for such services shall be one month.

3.4 If the Customer has paid any charges for a period after the end of the Contract beyond the 12 months referred to in paragraph 3.2, BT will either repay these charges or put them towards any money the Customer owes BT.

### **4. Additional Conditions**

4.1 BT shall give notice to the Customer as follows:

- a) For domain names, to the administrative contact email address nominated by the Customer
- b) For all other notices, to the email address given to the Customer as part of this Service.

4.2 It is the Customer's responsibility to check the email addresses regularly.

## **Content**

4.3 Where BT provides the Customer with Content the following provisions apply:-

- (a) this Content is always changing as BT tries to provide the Customer with the best possible service, and therefore the Customer may notice changes to the Content that it can access;
- (b) the Content BT provides to the Customer can only be used for its own purposes and is protected by copyright, trademark and other intellectual property rights. The Customer is not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (c) although BT takes precautions, it cannot guarantee the accuracy or completeness of the Content. For this reason the Customer's use of the Content (for whatever purpose) is at the Customer's own risk.
- (d) some of the Content will have its own terms and conditions. These may be displayed online or elsewhere. If the Customer accesses this Content it will need to comply with those terms and conditions. The Customer should be aware that any Content provided on a subscription basis as part of the Service will cease when this Contract ends.

## **Security**

4.4 Where BT issues the Customer with a set of usernames and passwords, these are essential for the Customer's secure use of the Service and must be kept confidential, secure and only used in accordance with all relevant instructions.

4.5 To ensure that the Service remains secure, the Customer must not change or attempt to change a username.

4.6 If BT believes that there is likely to be a breach of security or misuse of the Service it may:-

- (a) change the Customer's password and notify the Customer that it has done this; and/or
- (b) suspend username and password access to the Service.

4.7 If the Customer believes that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, it must inform BT immediately.

## **BT WEB HOSTING – FAIR USAGE POLICY**

The use of Unlimited Disk Space Services and Unlimited Bandwidth/Unlimited Data Transfer Services are subject to the following conditions:

### **Unlimited Disk Space Services:**

BT reserves the right to review and monitor the amount of disk space used by any user of the Service or website. Where the amount of disk space used impacts upon, or limits the space available to other users or websites receiving services from BT, then BT may restrict the use of space by such users or website(s), or suspend or terminate the provision of services to such user.

### **Unlimited Bandwidth/Unlimited Data Transfer Services:**

No user or website shall be permitted to use 1% or more of Resources for longer than 60 seconds ("Excessive Use of Resources"). Resources are define as bandwidth, memory, and/or processor utilization available through the Services offered by BT or its suppliers.

BT reserves the right (at its sole discretion) to determine if an Excessive Use of Resources has occurred. BT may restrict the use of Resources by such users or website(s), or suspend or terminate the provision of Services to such user.

**Additional Prohibited Activities:**

File storage, data warehousing, back-up data storage, any form of data file storage or management, services or software related to Internet relay chat ("IRC"), peer to peer file sharing ("P2P"), bit torrent, game servers, proxy server network, or interactive chat, membership or community sites for file sharing, video sharing or photo sharing applications are not permitted ("Prohibited Activities"). BT may suspend or terminate the provision of services to any user that engages in Prohibited Activities.