

Business Applications

Version 3 (SoHo & SME)

This document tells you about our business application services. These **special terms**, along with our **SoHo & SME standard terms and conditions** and **service level agreement**, explain exactly how we'll work with you. We've done our best to cover everything, but if there's anything you'd like to check, just call our Customer Services team on 0800 052 0800.

1. Definitions and interpreting this document

1.1 In these **special terms**, words and terms mean the same as they do in our **SoHo & SME standard terms and conditions**, unless these **special terms** give a different meaning.

1.2 Where the following words are printed in bold in these **special terms**, they have the meanings set out below:

business application provider means Microsoft or Dropbox, as the case may be.

business application provider affiliate means any legal entity that owns, is owned by, or in under common ownership with a **business application provider**, and **Microsoft affiliate** and **Dropbox affiliate** shall be construed accordingly.

Dropbox means Dropbox International Unlimited Company.

licence means a right to use the **service** that we or the **business application provider** grant to you.

licence terms means the licence terms and conditions from the **business application provider** that apply from time to time to the **service**.

Microsoft means Microsoft Ireland Operations Limited.

service means a **business application provider's** business application service, and **Microsoft service** and **Dropbox service** shall be construed accordingly.

1.3 The **service** will start on:

1.3.1 the date you use the **service**;
or

1.3.2 the date we or the **business application provider** make the **service** available to you

whichever if the earlier

2. Period of the agreement

2.1 Clause 3.2 of our **SoHo & SME standard terms and conditions** will be amended to read as follows:

"3.2 Unless you or we end the **agreement** early (in the way allowed under the **agreement**) it will stay in force for the **minimum period** (see clause 3.3 below) and then continue until you or we end it by giving the other notice. If you do not want the **agreement** to continue beyond the **minimum period**, notice that you do not want the **service** to automatically renew must be given before the end of the **minimum period**."

3. Providing the service

3.1 The **service** can only be provided to you through a business broadband or managed internet access service provided under a business broadband or managed internet access agreement between you and us.

3.2 You must make sure you have an appropriate business broadband or managed internet access agreement with us throughout the **minimum period** and any extension to it. The following conditions also apply:

3.2.1 Without affecting your or our rights under the **agreement**, the **service** will automatically end if the applicable business

broadband or managed internet access service ends. If we suspend the business broadband service under the terms of the **agreement**, we may also, without having any liability to you, suspend the **service**; and

3.2.2 we will not be liable to you for failing to provide the **service** as a result of:

- (a) a fault of the failure of the business broadband or managed internet access service, if we are not liable for that fault or failure under the terms of the business broadband or managed internet access agreement, or
- (b) you failing to make sure have an appropriate business broadband or managed internet access agreement throughout the **minimum period**.

3.2.3 Any restrictions, limitations or conditions affecting the business broadband or managed internet access service, as explained in the business broadband or managed internet access agreement, will also apply to the **service**.

4. Business application provider

4.1 The **business application provider** will provide the **service** to you and you acknowledge that the **business application provider** is a third party that we do not control. We make no representation, guarantee or warranty about the **business application provider's**:

- 4.1.1 ability to provide the **service** or provide continuity of **service**; or
- 4.1.2 reliability, credit rating or solvency.

5. Accepting the service

5.1 Clause 5 of the **SoHo & SME standard terms and conditions** does not apply to this **service**.

6. Paying for the service

6.1 In addition to the terms of the **agreement**, if you do not make a payment for the **service** when it is due, we may, without affecting our other rights, suspend your ability to purchase additional **services** and/or the ability for your existing **services** to automatically renew.

6.2 Where any services are provided through a managed internet access service under a managed internet access agreement between you and us, you agree that we shall be entitled to collect payment for such services through an increase in any existing direct debit instructions you have given us relating to your managed internet access services. You agree to provide (at your own cost) all such assistance as we or our or your bank or building society might require to update, amend or correct any direct debit mandate instruction form to give effect to this change.

7. Using the service

In addition to clause 1 of our **SoHo & SME standard terms and conditions**, the following also apply:

7.1 You and your **group companies** (if any) must use the **service** in line with the **agreement** our **acceptable use policy** and any reasonable instructions which we or the **business application provider** give you from time to time.

7.2 You agree not to use the **service** for any unlawful purpose, and you agree not to allow others to do so.

7.3 You are responsible for properly configuring and using the **service** and taking your own steps to maintain appropriate security, protection and backup of your content.

7.4 You must co-operate with our and the **business application provider's** reasonable requests for information about your use of the **service**, and

provide such information as soon as possible

8. Service licence terms and intellectual property rights

In addition to clause 12 of our **SoHo & SME standard terms and conditions**, the following also apply:

- 8.1 You represent that you have all necessary rights to any data, software programs or services that you use in connection with your access or use of the **service** and that such activities do not infringe the intellectual property or other proprietary rights of any third party.
- 8.2 You must keep to, and make sure all **end users** keep to, the **licence terms**, including any restriction on using, copying, decompiling, selling on or transferring the software comprised in the **service**.
- 8.3 You must make sure that you get and maintain all licences, permits and approvals that you need in order to receive the **service**.
- 8.4 Any **service** is provided under, and you agree to be bound by, the **licence terms** of that **service**. If we ask you to, you must sign any **licence terms** document. You must make sure that you meet any standard specifications and minimum system requirements (if any) that apply from time to time.
- 8.5 You confirm that you are not involved in, and you agree that you will not become involved in, manufacturing, using, distributing or transferring counterfeit, pirated or illegal software.
- 8.6 Even if any part of the **agreement** or any other document or contract says otherwise, you agree that we may end your **service** in line with its **licence terms**.
- 8.7 The **service** and all related documents are also governed by the laws on exporting software programs and related documents, including those of the United States of America, the United Kingdom and the European Union. You must keep to all such laws.

- 8.8 Without affecting the general limits and exclusions of liability in clause 15 of our **SoHo & SME standard terms and conditions**, our liability to you in respect of any intellectual property rights claim against you relating to the **service** (whether under the indemnity in clause 12 of our **SoHo & SME standard terms and conditions** or otherwise) is limited to any amounts we have recovered, in respect of an intellectual property rights claim against you from the **business application provider** we use to provide the service to you.

9. Maintenance

- 9.1 We are not responsible for maintaining the **service**.
- 9.2 A **business application provider** may modify the **service** at any time and for any reason. A **business application provider** may add new features or functionality to, or remove existing features or functionality from, the **service** and neither we nor the **business application provider** shall have any liability for such changes.

10. Faults and service levels

- 10.1 If you discover any fault in the **service**, or if you have a question about the **service**, you must immediately report this to us:
 - 10.1.1 by calling us on the customer support number set out in the **service literature** (or any other number we may give you); or
 - 10.1.2 through any other fault-reporting facility we provide; giving us enough information to enable us or the **business application provider** to investigate the problem.
- 10.2 You must give us any reasonable help we need to correct faults or failures, and (if we tell you) co-operate with us if we recall any **service** from you or **end users**.
- 10.3 If we or the **business application provider** spend time investigating a fault you have reported, and we or the **business application provider** come to

the reasonable conclusion that there was no failure in providing the **service** in line with the agreement, we may charge you for all reasonable costs of investigating the fault.

11. Charges

- 11.1 The basic amount of **rental** you must pay for the **service** will be the **rental** tariff per **end user licence** multiplied by the number of **end users** (each as set out in the **order form**).

12. Suspending the service

In addition to clause 16.1 of our **SoHo & SME standard terms and conditions**, the following also apply.

- 12.1 We or a **business application provider** may suspend all or part of the **service**, for any of the following reasons:
- 12.1.1 if there are reasonable grounds to believe there is a threat or risk to the security or integrity of a **service** or the applicable network;
 - 12.1.2 we reasonably believe that your conduct is against our or the **business application provider's** interests;
 - 12.1.3 you have not given us, or the **business application provider**, the information we or it reasonably asked for, and we or the **business application provider** need that information to provide the **service**;
 - 12.1.4 in an emergency;
 - 12.1.5 **the business application provider** suspends or interrupts any **service** it provides to us and which we need to provide the **service** to you (unless the **business application provider** has the right to do so because we have broken the terms of our **agreement** with the **business application provider**); or

- 12.1.6 the **service** needs to be suspended to maintain the integrity of our or the **business application provider's** hosting or communications platforms, or of the **service** as a whole, as long as the suspension is proportionate.

- 12.2 Where reasonably practical we will give you notice if we intend to suspend the **service** under clause 12.1. If the suspension is for any of the reasons stated in clauses 12.1.1 to 12.1.3 we will restore the **service** once you have put right any failure. You will have no claim against us if we suspend or delay the **service** under this clause 12.

13. Ending the agreement

In addition to clause 7 of our **SoHo & SME standard terms and conditions** the following also apply.

- 13.1 We may end the **agreement** immediately, by giving you notice in writing if:
- 13.1.1 you have not kept to the **licence terms**; or
 - 13.1.2 you no longer have a business broadband or managed internet access service provided under a business broadband or managed internet access agreement from us.
- 13.2 When the **agreement** ends, you must immediately stop using the **service**.
- ### 14. Data protection and confidentiality
- 14.1 We can pass your information to the **business application provider** if this is necessary for us to provide the **service**.
- 14.2 If you have broken a material obligation (significant requirement) of the **agreement**, we may tell the **business application provider** that you have done so and about the relevant circumstances.
- 14.3 By providing information to in connection with the **service**:
- 14.3.1 you give your permission; and

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14.3.2 you confirm that each **end user** has given his or her permission;

for us and/or the **business application provider** to transfer that information (including personal data) to our and/or the **business application provider's** licensors or contractors for them to use for the purpose of providing the **service**. This includes permission to transfer any personal data to countries outside the European Economic Area for such purpose.

14.4 We and the **business application provider** can, when required by **law**, release:

14.4.1 your information, passwords and decryption codes; and

14.4.2 details of your information processed using the **service**;

to government agencies.

14.5 You confirm that all information (including personal data) and content hosted on or transmitted using the **service** has been gathered and processed lawfully, fairly and in line with relevant laws, including the Data Protection Act 1998.

14.6 You understand that we and the **business application provider** may upload and review any of your information, or a third party's information which you use in connection with the **service**, for the purpose of us:

14.6.1 meeting our obligations under the **agreement**;

14.6.2 correcting, maintaining and improving the **service**;

14.6.3 making sure that you are keeping to the **agreement**;

14.6.4 monitoring the performance of the **service**, including your use of the **service**;

14.6.5 keeping to relevant **laws**; or

14.6.6 meeting any request for information from a court or other authority.

In addition to clause 24 of our **SoHo & SME standard terms and conditions** the following also apply.

14.7 A **business application provider** may send direct communications to you as solely necessary and related to the **service**.

15. Liability and indemnity

In addition to clause 15 of our **SoHo and SME standard terms and conditions**, the following also apply.

15.1 In addition to the limits and exclusions of liability set out in clause 15.5 of our **SoHo & SME standard terms and conditions**, we will have no liability, whatever the type of claim (including in respect of contract, negligence or otherwise), for any direct or indirect loss or damage arising from any of the following.

15.1.1 The acts or failures of any other party, including other providers (as long as they are not our **group companies**) of:

(a) telecommunication services;

(b) computers; or

(c) other equipment or services, including internet services.

15.1.2 Any failure to meet, or delay in meeting, any obligation under this agreement if the failure or delay is a result of your acts or failure, or you breaking the agreement.

15.1.3 Changes in the **service**, or in any of our facilities, operations or procedures, which result in any of your apparatus, software or communication lines (including any public lines) you need to use the service becoming unsuitable or needing to be changed.

15.2 You must indemnify us for all liabilities, claims, damages, losses and proceedings arising out of or in connection with any use of the **service** is not in line with clause 7.3 or 8.5.

15.3 The limit of liability set out in clause 15.4 of our **SoHo & SME standard terms**

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- and conditions** will not apply to you indemnifying us under clause 15.2.
- 15.4 Clause 15.5 of our **SoHo and SME standard terms and conditions** will not apply to you indemnifying us under clause 15.2, or under clause 11.4 or 12.10 of our **SoHo and SME standard terms and conditions**.
- 15.5 The provisions of clauses 12.5 to 12.9 of our **SoHo and SME standard terms and conditions** apply (making appropriate changes as needed) to you or us indemnifying the other under this **agreement**.
- 15.6 This clause 15 will continue to apply after the **agreement** ends.

16. Audit

- 16.1 During the term of the **agreement** and for a period of three years after it ends, you must allow us or the **business application provider** and our and their appointed representatives, at all reasonable times, to carry out audits. Such audits may involve:
- 16.1.1 inspecting all your records, premises and networks and your apparatus (including all data and software stored on it);
- 16.1.2 taking a reasonable number of copies of the same; and
- 16.1.3 gathering any other information we reasonably need.
- 16.2 The purpose of the audit is to check that you are keeping to the terms of the **agreement** and any related contracts which may be (or have been) in force between you and relevant third parties (including **licence terms**). We must give you reasonable notice before starting an audit.
- 16.3 Clauses 16.1 and 16.2 will continue to apply after the **agreement** ends.

17. Miscellaneous

- 17.1 Despite clause 27.8 of our **SoHo & SME standard terms and conditions**, each

business application provider has the benefit of any provisions in this **agreement** which give a right or benefit to that **business application provider**, and each **business application provider** can enforce such provision.

- 17.2 In providing the **service**, we do not represent or act for the **business application provider** or any other licensor, or give or imply any representations, warranties, conditions, promises or guarantees on their behalf.
- 17.3 This clause 17 will continue to apply after the **agreement** ends.

Annex 1

Supplemental Terms for Microsoft Office 365 Service

This annex 1 sets out supplemental terms that apply in addition to the **standard terms and conditions** and **special terms**, where we provide you with a **Microsoft service**.

1. Definitions

customer data means all data, including all text, sound, video, or image files, and software, that are provided to **Microsoft** by, or on behalf of, you through use of the **online service**.

Non-Microsoft product means any third-party-branded software, data, service, website or product.

online service means a **Microsoft**-hosted service to which you subscribe under a **Microsoft** volume licensing agreement, including any **service** identified in the online services section of the **Microsoft** product terms available on **Microsoft's** website.

online service terms means **Microsoft's** then current online service terms located at <http://go.microsoft.com/?linkid=9839207>.

2. Online Services Terms

2.1 Online service terms updates - When you renew or purchases a new subscription to an **online service**, the then-current **online service terms** will apply and will not change during your subscription for that **online service**. When **Microsoft** introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), **Microsoft** may provide terms or make updates to the **online service terms** that apply to your use of those new features, supplements or related software.

2.2 Data retention - Except for free trials, **Microsoft** will retain **customer data** stored in the **online service** in a limited function account for 90 days after expiration or termination of your subscription so that you may extract the data. After the 90-day retention period ends, **Microsoft** will disable your account and delete the **customer data**. The **online service** may not support retention

or extraction of software provided by you. **Microsoft** has no liability for the deletion of **customer data** as described in this section.

2.3 Validation, automatic Updates, and collection for software - By using the software, you consent to the transmission of the information described in this section. **Microsoft** may recommend or download to your devices updates or supplements to this software, with or without notice. Some **online services** may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) (**apps**). The **apps** may collect data about the use and performance of the **apps**, which may be transmitted to **Microsoft** and used for the purposes described in the **online service terms**.

2.4 **Non-Microsoft products** - If you install or uses any **non-Microsoft product** with an **online service**, you may not do so in any way that would subject **Microsoft's** intellectual property or technology to obligations beyond those expressly included in your volume licensing agreement. **Microsoft**, assumes no responsibility or liability whatsoever for the **non-Microsoft product**. You are solely responsible for any **non-Microsoft product** that you install or use with an **online service**.

2.5 Acceptable use policy - Violation of the terms in this section may result in suspension of the **online service**. **Microsoft** will suspend the **online service** only to the extent reasonably necessary.

2.6 Technical limitations - You must comply with, and may not work around, any technical limitations in an **online service** that only allow you to use it in certain ways. You may not download or otherwise remove copies of software or source code from an **online service** except as explicitly authorized.

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- 2.7 Disclosure of **customer data - Microsoft** will not disclose **customer data** outside of **Microsoft** or its controlled subsidiaries and affiliates except (1) as you direct, (2) as described in the **online service terms**, or (3) as required by law.
- In support of the above, **Microsoft** may provide your basic contact information to the third party.
- 2.8 Location of data processing - Except as described **online service terms**, **customer data** that **Microsoft** processes on your behalf may be transferred to, and stored and processed in, the United States or any other country in which **Microsoft** or its affiliates or subcontractors maintain facilities. You appoint **Microsoft** to perform any such transfer of **customer data** to any such country and to store and process **customer data** in order to provide the **online services**. **Microsoft** will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland. In addition to **Microsoft's** commitments under the standard contractual clauses and other model contracts, **Microsoft** is certified to the EU-U.S. Privacy Shield Framework and the commitments it entails.
- 2.9 **Customer data** deletion or return - No more than 180 days after expiration or termination of your use of an **online service**, **Microsoft** will disable the account and delete **customer data** from the account.
- 2.10 Subcontractors - **Microsoft** may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain **customer data** only to deliver the services **Microsoft** has retained them to provide and will be prohibited from using **customer data** for any other purpose. **Microsoft** remains responsible for its subcontractors' compliance with **Microsoft's** obligations in the **online services terms**. **Microsoft** provides a website that lists subcontractors authorized to access **customer data** in the **online services** as well as the limited or ancillary services they provide.
- 2.11 Preview releases - **Microsoft** may offer preview, beta or other pre-release features, data center locations, and services (**previews**) for optional evaluation. **Previews** may employ lesser or different privacy and security measures than those typically present in the **online services**. Unless otherwise provided, **previews** are not included in the **service level agreement** for the corresponding **online service**.
- 2.12 No warranty - Unless required by law, **Microsoft**, **Microsoft affiliates** and **Microsoft's** suppliers give no express warranties or representations. To the maximum extent permitted under applicable laws, **Microsoft**, **Microsoft affiliates** and **Microsoft's** suppliers excludes all implied warranties and conditions, such as implied warranties or conditions of merchantability, non-infringement and fitness for a particular purpose.
- 2.13 Unless required by law, **Microsoft**, **Microsoft affiliates** and **Microsoft's** suppliers shall have no liability for any damages, whether direct or indirect, or consequential, arising from the sale, use or support of the **online service**.
- 2.14 We shall be responsible for supporting the service as set out in our **service level agreement**. **Microsoft**, **Microsoft's affiliates** and its supplier will not be responsible for providing you with support for the **online service**.

Annex 2

Supplemental Terms for Dropbox Business Service

This annex 2 sets out supplemental terms that apply in addition to the **standard terms and conditions** and **special terms**, where we provide you with a **Dropbox service**.

1. Definitions

customer data means all data, including all text, sound, video, or image files, and software, that are provided to **Microsoft** by, or on behalf of, you through use of the **online service**.

Dropbox acceptable use policy means **Dropbox's** then current acceptable use policies located at https://www.dropbox.com/terms#acceptable_use.

Dropbox privacy policy means **Dropbox's** then current online privacy policy located at <https://www.dropbox.com/privacy2017>.

Dropbox service terms means **Dropbox's** then current online service terms located at https://www.dropbox.com/terms#business_agreement.

Your Stuff means any documents, files, content, messages contact or other information or thing which belongs to you and which you provide to Dropbox in connection with any Dropbox services.

2. Policies applicable to your use of Dropbox services

- 2.1 The **Dropbox service terms** cover your use of and access to the **Dropbox services**, client software and websites (collectively the **Dropbox services**). The **Dropbox privacy policy** explains how Dropbox collect and use your information, whilst the **Dropbox acceptable use policy** outlines your responsibilities when using the **Dropbox services**. By using any **Dropbox services**, you agree to be bound by the **Dropbox service terms**, the **Dropbox privacy policy** and the **Dropbox acceptable use policy**.

3. Your Stuff & Your Permissions

- 3.1 The **Dropbox services** may provide you with features like photo thumbnails, document previews, commenting, easy sorting, editing, sharing and searching. These and other features may require our and or **Dropbox's** systems to access, store and scan Your Stuff. You give us and **Dropbox** permission to do those things, and this permission extends to our and **Dropbox's** affiliates and trusted third parties we or **Dropbox** work with.

4. Your Responsibilities

- 4.1 You're responsible for your conduct, your stuff and you must comply with the **Dropbox acceptable use policy**. Content in the **Dropbox services** may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so.
- 4.2 We and **Dropbox** may review your conduct and content for compliance with the **Dropbox service terms** and the **Dropbox acceptable use policy**. That said, neither we nor **Dropbox** has any obligation to do so. Neither we nor **Dropbox** are responsible for the content people post and share via the **Dropbox services**.
- 4.3 You may use the **Dropbox services** only as permitted by applicable law, including export control laws and regulations.
- 4.4 The **Dropbox services** are not intended for and may not be used by people under the age of 13. By using any **Dropbox services**, you are representing to us that you, or any of your employees or agents who make use of any **Dropbox services**, are over 13.

5. Beta Services

5.1 **Dropbox** sometimes release products and features that it is still testing and evaluating. Those **Dropbox services** have been marked as beta, preview, early access or evaluation (or words or phrases with similar meaning) and may not be as reliable as **Dropbox's** other **Dropbox services**.

6. Fees

6.1 Either we or **Dropbox** may change the fees in effect from time to time but will give you advance notice of these changes via a message to the email address associated with your account for the relevant **Dropbox services**.

7. Suspension or Termination

7.1 Both we and **Dropbox** reserve the right to suspend or terminate your access to the **Dropbox services** with notice to you if:

7.1.1 you're in breach of the **standard terms and conditions, special terms or the Dropbox service terms**,

7.1.2 you are using the **Dropbox services** in a manner that would cause a real risk of harm or loss to us, **Dropbox** or other users, or

7.1.3 you have not accessed any particular **Dropbox services** for 12 consecutive months.

7.2 **Dropbox** will provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted **Dropbox** to contact you and give you the opportunity to export **Your Stuff** from any **Dropbox services**. If after such notice you fail to take the steps **Dropbox** ask of you, **Dropbox** will terminate or suspend your access to the **Dropbox services**.

7.3 Neither we nor **Dropbox** will provide notice before termination where:

7.3.1 you're in material breach of **standard terms and conditions, special terms or the Dropbox service terms**;

7.3.2 doing so would cause us or **Dropbox** legal liability or compromise our or **Dropbox's** ability to provide the **Dropbox services** to **Dropbox's** other users; or

7.3.3 either we or **Dropbox** are prohibited from doing so by law.

8. Discontinuation of Services

8.1 **Dropbox** may decide to discontinue the **Dropbox services** in response to unforeseen circumstances beyond **Dropbox's** control or to comply with a legal requirement. If it does so, **Dropbox** will give you reasonable prior notice so that you can export Your Stuff from its systems. If **Dropbox** discontinues any **Dropbox services** in this way before the end of any **minimum period** you have paid us for, we'll refund the portion of the fees you have pre-paid but haven't received **Dropbox services** for.

9. Services "AS IS"

9.1 To the fullest extent permitted by law, we, **Dropbox** and our and its affiliates, suppliers and distributors make no warranties, either express or implied, about the **Dropbox services**. The **Dropbox services** are provided "as is". We and **Dropbox** also (to fullest extent permitted by law) disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.

10. Limitation of Liability

10.1 Other than for the types of liability we cannot limit by law, we limit our liability to you to the greater of \$20 USD or 100% of any amount you've paid under your current service plan with us or **Dropbox** in respect of any **Dropbox services**.

11. Modifications

11.1 **Dropbox** may revise the **Dropbox service terms** from time to time to better reflect:

11.1.1 changes to the law;

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- 11.1.2 new regulatory requirements;
or
 - 11.1.3 improvements or
enhancements made to any
Dropbox services.
- 11.2 If an update affects your use of the **Dropbox services** or your legal rights as a user of **Dropbox services**, **Dropbox** will notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated **Dropbox service terms** will be effective no less than 30 days from when we notify you.
- 11.3 If you don't agree to the updates **Dropbox** makes, please cancel your account before they become effective. By continuing to use or access the **Dropbox services** after the updates come into effect, you agree to be bound by the revised **Dropbox service terms**.

Thank you

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BUSINESS