

Blueyonder Workwise Services

Special terms – version 1

12.2 By posting, uploading, inputting, providing or submitting material to any website contained in the **Blueyonder Workwise Website** or the **Telewest Website** You warrant and represent that You own or otherwise control all of the rights to such material.

13. Disclaimer PLEASE READ CAREFULLY

13.1 **Telewest** does not control or endorse the content, views, messages or information found in any **Communication Service** and, therefore, specifically disclaims any liability whatsoever with regard to the **Communication Service** and any losses or damages whatsoever incurred by You as a result of the use thereof.

14. Limitation of Liability PLEASE READ CAREFULLY

In addition to the provisions relating to the limitation of **Telewest's** liability for loss or damage in **Telewest's Standard Terms and Conditions**:

14.1 Without prejudice to the generality of Clauses 12.1. to 12.9 of **Telewest's Standard Terms and Conditions** **Telewest** excludes all liability for loss or damage to You or Your business due to unauthorised access, breach of security or attack, via the **Internet** and/or the **Service** or otherwise to Your business systems, data, information or other materials. It is Your sole responsibility to protect yourself in such manner as You think fit from such unauthorised access, security breach or attack.

14.2 **Telewest** excludes all liability in relation to and does not warrant the accuracy, content, quality, completeness, fitness for purpose or legality of any information or services accessed using the **Service** and/or the **Portal**. **Telewest** excludes all liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature.

14.3 **Telewest** does not warrant the availability of the **Portal** and/or **Third Party Services** and shall have no liability whatsoever in relation to such availability or otherwise. The accessing and provision of information and **Third Party Services** via the **Service** shall be subject to such **Third Parties'** terms and conditions if any. You shall be liable for compliance with those terms and conditions and **Telewest** shall have no liability whatsoever in relation to any **Third Party Service**.

14.4 The information, **BYUWJ Software**, products and services (and related graphics) included in or available through the **Blueyonder Workwise Website**, the **Telewest Website** and the **BYUWJ Service** may include inaccuracies or typographical errors. Changes to the **Blueyonder Workwise Website**, the **Telewest Website** and **Service** are made from time to time. **Telewest** makes no representations and gives no warranties (including implied warranties) whatsoever relating to the suitability, reliability, availability, accuracy, timeliness, merchantability, fitness for a particular purpose, lack of viruses or other harmful components of the information, **BYUWJ**

Software, products and **Service** (and related graphics) contained in or available via the **Blueyonder Workwise Website**, the **Telewest Website** or the **Service**.

14.5 **Telewest** shall have no liability whatsoever for any threatening, defamatory, obscene, offensive or illegal content of a **Third Party** website or for the conduct of any **Third Party** or any infringement of a **Third Party's** rights. **Telewest** shall have no liability whatsoever for any content sent using and/or included in the **Blueyonder Workwise Website**, the **Telewest Website** or the **Service** by any **Third Party**.

15. Duration and Termination PLEASE READ CAREFULLY

15.1 Clause 14.1 of **Telewest's Standard Terms and Conditions** shall not apply to **Service**.

15.2 In relation to a particular **Service** the **Agreement** shall come into effect on the earlier of the dates:

15.2.1 You sign the **Order Form**; or

15.2.2 You click the "ACCEPT" (or equivalent) button or You complete any other acceptance procedure after having loaded the **BYUWJ Software**; or

15.2.3 You start using the **Service**; or

15.2.4 the date the **Service** is available to You.

16. Variation PLEASE READ CAREFULLY

In addition to the provisions contained in Clause 17 of **Telewest's Standard Terms and Conditions**:

16.1 Notwithstanding the provisions relating to notices in **Telewest's Standard Terms and Conditions**, notice of variations to the **Agreement** may be given by **Telewest** by posting such variations on the **Blueyonder Workwise Website** and/or the **Telewest Website** both of which You must therefore check regularly.

16.2 **Telewest** may at any time improve, modify or otherwise alter the **Service** in the event that:

16.2.1 **Telewest's** suppliers' services are altered so as to affect the provision by **Telewest** of the **Service**;

16.2.2 in **Telewest's** reasonable opinion the **Service** should be altered for reasons of quality of service or otherwise for the benefit of **Telewest's** customers as a whole;

16.2.3 technical or regulatory reasons so require.

Customer Services: Telewest Limited, Business Customer Service, Communications House, 1 Chippingham Street, Sheffield S9 3SE

Tel: 0800 953 1800

Important Advice: These Special Terms apply to Telewest's Blueyonder Workwise Services. They must be read in conjunction with Telewest's Standard Terms and Conditions. You will be bound by the standard and special terms and conditions relating to Telewest's Blueyonder Workwise Services and You are strongly advised to read them carefully and to check the Blueyonder Workwise and Telewest Websites regularly for any variations to the standard and special terms and conditions. You are particularly advised to read **Clauses 6 (Early Termination), 13 (Disclaimer), 14 (Limitation of Liability), 15 (Duration and Termination) and 16 (Variation) of these Special Terms.**

1. Special Definitions and Interpretation

1.1 In these **Special Terms** defined terms shall have the meaning given in **Telewest's Standard Terms and Conditions**.

1.2 In addition to the definitions contained in the **Telewest's Standard Terms and Conditions**:

Acceptable Use Policy or **AUP** means the instructions given by Telewest from time to time relating to use of the **Service** (on paper, on the Blueyonder Workwise Website, the Telewest Website or on such other website as may be referred to);

ADSL means asymmetric digital subscriber line;

ADSL Service means the **Service** is provided by means of ADSL;

Blueyonder Workwise Website means www.byworkwise.com or such other address as is notified to You from time to time. For the purposes of these **Special Terms** any website or webpage referred to or accessed via a link from the Blueyonder Workwise Website shall be deemed incorporated into the Blueyonder Workwise Website;

BT means British Telecommunications plc and its subsidiaries or any replacement companies from time to time;

BYUWJ Software means the software supplied to You in connection with the **Service**;

Communication Service means any **Service** offering communications facilities designed to enable a person to communicate with others, including without limitation email services, forums, communities and file servers;

Connection Charges means the charges payable for installation and connection of the **Equipment** and **Services** specified in the Price Guide or as otherwise agreed in writing (and in either case whether referred to as "Connection Charges" or otherwise);

Dial up Service means the **Service** is provided to You via Your modem and telephone line;

Domain Name means the domain name(s) set out on the **Order Form** or any other domain name agreed by the Parties in writing;

Internet means the global data network comprising interconnected networks using the TCP/IP ("Transmission Control Protocol/Internet Protocol");

Linked Site means a **Third Party** website that may be accessed via link through the Blueyonder Workwise Website;

Monthly Charges means the monthly amount payable by You to Telewest specified in the Price Guide or as otherwise agreed in writing (and in either case whether referred to as "Monthly Charges" or otherwise);

Portal means the initial website reached when using the **Service**;

Rental Charges means the rental charges payable for the **Services** specified in the Price Guide or as otherwise agreed in writing (and in either case whether referred to as "Rental Charges" or otherwise);

Service means services set out on the relevant **Order Form**;

Special Terms means these additional terms and conditions relating to the provision of the **Service**;

Supplemental Terms means such terms and conditions (if any) applicable (in addition to these **Special Terms** and **Telewest's Standard Terms and Conditions**) to the provision by Telewest of a particular website (including without limitation the use of such website and the ordering of goods or services from such website) contained in the Blueyonder Workwise Website;

Telephony Charges means the usage charges made for **Telephony Services**;

Telephony Service means any telephony services provided by **Telewest** under its relevant terms and conditions;

Telewest's Standard Terms and Conditions means **Telewest's** standard terms and conditions applicable to the **Service**;

Third Party means a person other than Telewest or You;

Third Party Service means those services and facilities provided by **Third Parties** in conjunction with the **Service**;

User Documentation means such brochures, pamphlets, codes of practice and other documents, materials or information, if any, in relation to the **Service** and/or any **BYUWJ Software** as Telewest may publish from time to time either on paper or on the **Telewest Website** or the **Blueyonder Workwise Website**. For the avoidance of doubt the definition of "User Documentation" contained in **Telewest's Standard Terms and Conditions** shall not apply.

1.3 References in these **Special Terms** to Clauses are unless otherwise stated to Clauses in these **Special Terms**.

1.4 Clause 23.4 of **Telewest's Standard Terms and Conditions** shall not apply to the **Service**. In the event of any inconsistencies between the contents of these **Special Terms**, **Telewest's Standard Terms and Conditions**, any **Supplemental Terms**, the **Order Form**, the **AUP** and the **Price Guide**, the order of precedence shall (unless expressly stated to the contrary) be (i) any **Supplemental Terms**; (ii) the **Special Terms**; (iii) the **AUP** (iv) **Telewest's Standard Terms and Conditions**; (v) the **Order Form**; and (vi) the **Price Guide**.

2. Connection

2.1 Unless otherwise agreed in writing You must not have more than one cable modem connected per **Site**. You must ensure that each cable modem is kept turned on at all times.

2.2 The **Service** may be provided by means of a cable modem which is connected by coaxial cable to the **Telewest System**. In the case of cable modems the network termination point beyond which **Telewest** shall have no liability for the **Equipment** is the RJ45, Ethernet, or communications port on the cable modem.

2.3 In relation to the provision of the **ADSL Service**:

2.3.1 You acknowledge that provision of the **ADSL Service** to the **Site** may result in a temporary loss of analogue direct exchange line services for the period during which the installation of the **ADSL Service** is carried out;

<p>2.3.2 You acknowledge that any incorrectly wired extensions to Your existing master socket forming part of the BT network will either be disconnected or, at Your request, be reired and charged at the applicable rate as stated in the BT tariff schedule, available from BT;</p> <p>2.3.3 The ADSL Service shall be delivered over BT's and/or Telewest's telecommunications network via ADSL, by means of combined modem and routing equipment; and</p> <p>2.3.4 You acknowledge that Telewest accepts no liability for any loss or damage associated with alarm system failure following connection of the Service.</p> <p>2.4 You must not use the connection to support a website. Where You are in breach of this Clause 2.4 Telewest reserves the right at its absolute discretion to suspend or terminate provision of the Service and/or charge You in relation to such website.</p> <p>2.5 Where You are using the Dial Up Service Telewest reserves the right to disconnect telephone calls to it accessing the Service if there is no data traffic for a prolonged period.</p> <p>3. Customer Apparatus In addition to the provisions relating to Customer Apparatus in Telewest's Standard Terms and Conditions:</p> <p>3.1 Unless otherwise agreed in writing You must not connect more than 30 (or such other number as stated in the Order Form) personal computers to the Equipment. Telewest shall be entitled to terminate the Agreement without notice if you are in breach of this Clause 3.1.</p> <p>3.2 You agree that Your personal computers will be at least the minimum specification as notified to You by Telewest from time to time. Such notification may be given on the Telewest Website and/or the Blueyonder Workwise Website.</p> <p>3.3 You agree that prior to connection of the Service You shall:</p> <p>3.3.1 complete a virus check; and</p> <p>3.3.2 where applicable install a Network Interface Card (NIC).</p> <p>3.4 Where You are adding a Service to a local network environment You must prior to connection of the Service make any necessary checks with Your network administrator.</p> <p>3.5 You are responsible for obtaining all computer and other equipment or services necessary to properly use the Service. The Agreement does not include the provision of any telecommunications service necessary for connection to the Service. You are responsible for obtaining an appropriate telecommunications service and for compliance with the terms and conditions applicable to that telecommunications service.</p>	<p>4. Provision of Service</p> <p>4.1 Where in connection with the Agreement Telewest provides You with Telephony Services, such Telephony Services shall not be provided pursuant to the Agreement but shall be provided in accordance with Telewest's terms and conditions in relation thereto or such other terms and conditions as agreed in writing.</p> <p>4.2 It is technically impracticable to provide the Service free of faults and Telewest does not undertake to do so. In the event of a fault in the Service, You should report it by telephone on the customer support number set out in the User Documentation or such other number as Telewest may from time to time notify to You. On receipt of a fault report, Telewest will use all reasonable endeavours either to advise You how to correct the fault or to rectify the fault in accordance with the User Documentation.</p> <p>4.3 Due to the nature of the Internet Telewest does not warrant that Your use of the Service will be uninterrupted or that any messages or information transmitted via the Service will be transmitted accurately, reliably, in a timely manner or at all.</p> <p>4.4 The access rate of the ADSL Service may be specified on the Order Form and You acknowledge that the rate specified may be reduced by contention both within the BT network and in other Internet networks. You acknowledge that Telewest shall be entitled to terminate Your connection to the Internet where no activity has been detected for a prolonged period.</p> <p>4.5 You acknowledge the following technical limits relating to the ADSL Service:</p> <p>4.5.1 transmission performance of some metallic local loops will mean that it is technically impracticable to provide the ADSL Service to You;</p> <p>4.5.2 the ADSL Service cannot be provided to You where You already receive certain other BT services as notified to You from time to time;</p> <p>4.5.3 the ADSL Service is not available to any Site where part or all of Your telecommunications system is provided over fibre optic cable or radio systems;</p> <p>4.5.4 the ADSL Service may affect the performance and/or speed of other telecommunications and other equipment at the Site;</p> <p>4.5.5 some technical limitations within the BT network may not become apparent for some time after installation in which case the ADSL Service may need to be withdrawn; and</p> <p>4.5.6 downstream and upstream bursts may be reduced by contention as referred to in Clause 4.4 above.</p>	<p>You further acknowledge that the above does not form an exhaustive list of limitations and Telewest shall use all reasonable endeavours to keep You notified of such limitations.</p> <p>4.6 Use of the Service enables You to access the Internet, Third Party Services and other materials. Apart from any world wide web site controlled by Telewest, Telewest does not control and is not responsible for the content of material obtained using the Service. You are responsible in all circumstances for determining the suitability, quality, legality or lawfulness of accessing, viewing or downloading any material from the Internet.</p> <p>4.7 Telewest reserves the right to change telephone or code numbers or the specification of the Service for operational reasons.</p> <p>5. Payment of Charges</p> <p>5.1 The Connection Charge shall be invoiced on or around the Service Commencement Date or such other date as Telewest shall notify You.</p> <p>5.2 Monthly Charges shall be invoiced monthly in advance, the first amount being due and payable on the Service Commencement Date or such other date as Telewest shall notify You.</p> <p>5.3 Any other Charges shall be invoiced as set out in the Price Guide or as otherwise agreed in writing.</p> <p>5.4 You are responsible for any Telephony Charges associated with connecting to the Service via the Telewest access number. Telewest does not warrant that the Service can be accessed via a local call.</p> <p>5.5 In addition to the Charges You are liable for all charges incurred from or by a Third Party in connection or as a result of use of the Service.</p> <p>6. Early Termination PLEASE READ CAREFULLY</p> <p>6.1 If You cancel or without cause terminate the Agreement prior to expiry of the Minimum Period no refunds of any Charges paid in advance shall be made by Telewest. Furthermore Telewest shall invoice You and You shall pay Telewest:</p> <p>6.1.1 any Charges due but unpaid at such date of cancellation or termination; and</p> <p>6.1.2 an amount equal to the Monthly Charges payable for the Minimum Period LESS the amount of Monthly Charges already paid by You; and</p> <p>6.1.3 any other cancellation or termination charges referred to in the Price Guide or as otherwise agreed by the Parties in writing.</p> <p>7. Trademarks and Logos</p> <p>7.1 The images, logos and names on the Blueyonder Workwise Website and Telewest Website which identify Telewest, members of its Group or Third Parties and their products and services are proprietary marks of Telewest, the relevant member of its Group and/or the relevant Third Parties. Nothing contained in the Blueyonder Workwise Website or Telewest Website shall be deemed to confer on any</p>	<p>person, any licence or right from Telewest, the relevant member of its Group or any Third Party with respect to any such image, logo or name.</p> <p>8. Domain Names</p> <p>Where the Service includes the registration of Domain Names on Your behalf:</p> <p>8.1 You appoint Telewest as your agent for the purposes of registering Your selected Domain Name for use with the Service. You authorise Telewest on Your behalf to enter into such terms and conditions for the registration of domain names as Telewest thinks fit and You agree to be bound by such terms as the applicant for registration. It is Your sole responsibility to obtain copies of such terms from the Registry.</p> <p>8.2 Telewest does not represent that any Domain Name is capable of being registered or that it will be registered. Until Telewest confirms registration to You there is no guarantee that the Domain Name applied for will be registered. You are advised not to take any action in respect of the use or registration of a Domain Name before it becomes a full registration, including, without limitation, marketing or publicity action.</p> <p>8.3 If You have not paid any amount due under the Agreement or if the information required for registration is inaccurate or late Telewest has the right not to proceed with the application for registration or may cancel registration.</p> <p>8.4 Telewest shall have no liability if the Registry refuses to register any Domain Name or suspends or cancels it for any reason.</p> <p>8.5 Telewest does not warrant that no other Domain Name will be registered which conflicts with or otherwise affects any Domain Name registered pursuant to the Agreement.</p> <p>8.6 You warrant that You are the owner of or have been licensed to use any name to be used as a Domain Name or part thereof. Registration of a Domain Name does not include or comprise any clearance of trade marks. Telewest cannot and does not guarantee that Your registration or use of a particular Domain Name will not infringe a Third Party's trade mark. Any registration certificate issued by the Registry is not evidence of ownership of the name used as a Domain Name. Any claim made by a Third Party by reason of registration or use of a particular Domain Name shall be Your sole responsibility and You shall indemnify Telewest against all loss and/or damage, costs and expenses (including without limitation legal expenses) it incurs in relation to such claim.</p> <p>8.7 Telewest may renew registration of any Domain Name and on request shall use reasonable endeavours to transfer any Domain Name but shall not be liable in either case for failure to do so. Telewest shall charge You at its current standard rate for processing any such renewal or transfer. You shall co-operate fully with Telewest to effect any such renewal or transfer.</p>	<p>8.8 You agree to use the Domain Name solely in connection with the use of the Service. You shall not assign, transfer or otherwise deal with the Domain Name without our prior written consent.</p> <p>9. Use of the Service</p> <p>In addition to the provisions relating to use of the Service in Telewest's Standard Terms and Conditions:</p> <p>9.1 You undertake not to use or permit anyone else to use the Service in breach of the Acceptable Use Policy.</p> <p>9.2 You undertake to obtain and maintain all necessary consents or licences (including without limitation the consent of any relevant copyright holders, music licensing authorities and performers' representatives) with respect to the contents of communications via the Service and You agree to indemnify and hold harmless Telewest against any loss or damage incurred by Telewest as a result of the breach of Your obligations under this Clause 9.2.</p> <p>9.3 Telewest may revise the AUP from time to time by posting the revised AUP on the Telewest Website or the Blueyonder Workwise Website whereupon You shall be bound by such revised AUP.</p> <p>9.4 Telewest may at its discretion and without notice suspend and/or terminate the Agreement where the Service is used in breach of the AUP.</p> <p>9.5 Telewest reserves the right to block access to and/or to edit, refuse or remove any material from the Telewest System (including for the purposes of this Clause 9.5 and without limitation, webspace and mailboxes) which in its reasonable opinion it determines may give rise to a breach of this Agreement and/or the AUP. For the avoidance of doubt where Telewest has received a complaint relating to any material published or transmitted via the Service Telewest shall be entitled (but not obliged) to act as aforesaid without investigating the merits of such complaint.</p> <p>9.6 Telewest further reserves the right to filter emails and to remove any email containing or suspected of containing a virus or any email which Telewest in its discretion considers "email Spam" as referred to in the AUP.</p> <p>9.7 Notwithstanding Clauses 9.5 and 9.6 above Telewest undertakes no obligation to monitor the Service for such material or emails.</p> <p>9.8 Title, ownership and intellectual property rights in and to the content accessed using the Service belong to the applicable content owner and may be protected by applicable copyright or other Law. The Agreement gives the Customer no rights to such content.</p> <p>9.9 In relation to the Service You must not exceed any limits relating to the use of the bandwidth or capacity or the connection of Customer Apparatus or any other limitation imposed on it as part of any package or promotion under which the Service is provided to You.</p>	<p>9.10 You acknowledge that the Service may be supplied on a shared server and that Your use of the Service may be affected by the level of access by other users.</p> <p>9.11 You acknowledge that all Equipment and Customer Apparatus connected to any cable modem must be configured to obtain an IP (Internet Protocol) address automatically (such configuration being known as "DHCP client configuration". You agree to maintain DHCP client configuration to all such Equipment and Customer Apparatus at all times. Telewest reserves the right without notice to disconnect the Service and suspend and/or terminate the Agreement where it reasonably believes that You are in breach of this Clause 9.11, including without limitation where Telewest believes You are using any DHCP IP address as a "static" IP address.</p> <p>10. Supplemental Terms</p> <p>10.1 Where the provision to or use by You of the Service is governed by Supplemental Terms You agree to be bound by such Supplemental Terms and, subject to Clause 1.4, such Supplemental Terms shall be deemed to form part of the Agreement.</p> <p>11. Linked Sites</p> <p>11.1 The Blueyonder Workwise Website, Telewest Website and/or Service may provide access to Linked Sites. Such Linked Sites are not under the control of Telewest and Telewest shall have no liability whatsoever for the contents of any Linked Site (including without limitation any link contained in a Linked Site). You are responsible in all circumstances for determining the suitability, legality or lawfulness of accessing, viewing or downloading any material or services from Linked Sites.</p> <p>11.2 Any dealings, transactions or promotions (in this Clause "Transaction") whatsoever with Third Parties (including advertisers) included within or accessed via the Blueyonder Workwise Website, the Telewest Website and/or Service and any terms, conditions, warranties or representations associated with such Transactions, are solely between You and such Third Party. Telewest will in no circumstances be a party to such Transactions and will in no circumstances be liable whether in contract, tort (including liability for negligence), or otherwise for any loss, cost or damage incurred by You arising out of or in relation to the Transaction or attempt to enter into a Transaction. You shall be responsible in all circumstances for viewing and abiding by any acceptable use policy and/or terms and conditions relating to the use of such Linked Sites.</p> <p>12. Compliance with Law</p> <p>12.1 You must not, in violation of any law or regulation enforceable in the United Kingdom, post, publish, upload, distribute, transmit, re-transmit or store material on or through any of Telewest's systems, services or products or those of any member of its Group.</p>
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