

Terms of Use of the BT FON Website

We are BRITISH TELECOMMUNICATIONS; plc. (hereinafter “BT”) a company registered in the UK with Company number 180000 and Registered Office at 81 Newgate Street, London EC1A 7AJ. and FON WIRELESS LIMITED (hereinafter, “FON”), a company registered in the UK with Company number 5661131 and Registered Office at 8, Clifford Street, London W1S, 2LQ that gives access to this Website to the Internet user through the Internet domain www.btfon.com and other related domains (hereinafter “Website”).

The use of BT FON’s website is subject to these Conditions. Remember that use of BT services is subject to the Terms and Conditions of Use of BT services and BT’s Privacy and Data Protection Policies and that the use of FON services is subject to the Terms and Conditions of Use of FON services, FON’s Privacy and Data Protection Policies, and the User License of the FON Software. The User should carefully read these General Conditions for Use of BT FON’s Website each time he/she wishes to access the information located on BT FON’s website. The contents herein are subject to change from time to time.

1. Use of Cookies and the Activity Log

BT, FON, or a third party contracted by BT or FON, may use “cookies”, small files that are put in the computer of the User, that allow our systems to manage the service and to make visiting-frequency measurements of the site. These “cookies” are not intrusive, nor harmful, nor contain data of a personal nature, given that their only function is to personalize the navigation in the previously expressed manner.

The User may configure his/her browser to be notified each time he/she receives a cookie and to prevent the cookies from being stored within his/her hard drive. Please consult the instruction manuals of your browser for more detailed information.

Furthermore, the BT and FON web servers detect automatically the User’s IP address and domain name. This information is registered in an activity log that allows for processing data which is used for generating statistics about the webpage’s traffic and frequency of use.

2. Access

2.1 Access to this website is open and free of charge. Nevertheless, some of the services and content that BT, FON or third parties offer on this website may be subject to prior agreement as may be stated in the Terms and Conditions of Use of BT and FON services.

2.2 Whenever the User is required to register or provide personal data for accessing a specific service, the collection, treatment, or access to such personal data will be subject to BT’s and FON’s Privacy and Data Protection Policies.

2.3 Any User who wishes to avail his/herself of one of BT's or FON's products or services through this website must be of legal age and capacity. If the User is not of legal age or does not have the legal capacity to enter into such agreements, the User must first receive the consent of his/her parents, guardians, or legal representative who shall be considered liable for the actions of the User, in accordance with applicable law.

3. Use of the Web Pages

3.1. The contents of this website are strictly for consumers or finally Users. Any unauthorized commercial use or resale of the contents is prohibited, except with the prior, written and express authorization of BT and FON.

3.2. If the User so chooses to register with BT FON for the purpose of availing him/herself of one of the BT FON services, he/she is responsible for providing truthful and accurate information. If, as a consequence of registering with BT or FON, the User is assigned a Username and password for accessing BT FON services, the User is obliged to use and diligently maintain the secrecy of the password for accessing the services. Consequently, the User is responsible for the custody and confidentiality of the identifiers or passwords that BT or FON provides him/her with, be them temporary or permanent. The User must not share his/her access password with third parties temporary or permanently. The User is responsible for any illicit use of the services by a third party where that third party has received access to the User's access information as a result of the User's lack of diligence in protecting the information.

3.3. The User has the obligation to immediately inform the BT's or FON's webmaster or contact the customer support service as to any knowledge that he/she has regarding the improper use of the identifiers and/or passwords, including theft, loss, or unauthorized access, so as to immediately cancel the password/identifier. As long as BT or FON have not been informed of such, BT and FON shall be exempt of any liability derived from the improper use of the identifiers or passwords by unauthorized third parties.

3.4. Access, browsing and use of the BT FON website is the responsibility of the User. Consequently, the User must diligently and faithfully observe all additional instructions given by BT and FON relating to the use of the website and its contents.

3.5. Therefore, the User is obliged to use the contents in a diligent and licit manner, and in particular to abstain from the following:

3.5.1. Using the contents for any purposes whose effects are illegal, improper, against generally accepted use, or against public order;

3.5.2. To record or copy, distribute, permit public access through any means of public communication, transform or modify the contents, except as with the express authorization of the owner of the corresponding rights;

3.5.3. Any use of the content and, in particular, the information of any class found in this page or from the BT FON services for the purpose of sending advertisements, direct sales communications or any other class

with a commercial purpose, unsolicited messages or spam, as well as marketing or divulging any of the aforementioned information.

4. Limitation of Liability for the Contents and Services

4.1. BT and FON offer content and services using all of the technical means that they have available to satisfy the needs of its Users.

4.2. BT and FON will, as it deems necessary, make any changes, corrections, improvements or modifications to any information found on the website, to the services, or in the content without granting any right to claim or indemnification, or recognition of liability whatsoever.

4.3. BT and FON do not assume liability for any damage, injury, or loss of any kind as a result of the website's availability or operations. Nevertheless, BT and FON shall take all necessary actions to reestablish its services in the event of any technical failure.

5. Intellectual and Industrial Property of the Contents of the Website

The User recognizes and accepts that all the intellectual and industrial property rights, the Service, the Content and/or whatever other element inserted in the Website (including, purely for information purposes and without limitation, brands, logotypes, texts, images, graphics, etc) are protected by the applicable law. It is strictly forbidden to reproduce, distribute, publicly communicate, transfer or whatever other act of exploitation that has not been expressly authorized by the holder of the operating rights.

6. Duration and Modifications

6.1. BT and FON may decide to partially or completely change or amend these Terms of Use of the BT FON Website at any time. We shall publish notification of any change to these Terms of Use of the BT FON Website in our website at www.btfon.com.

6.2. Irrespective of section 6.1, BT and FON may terminate, suspend, or interrupt at any time without prior notice access to the contents of the web page. The User shall have no right to indemnification for such. After such termination, the aforementioned prohibitions on the use of the contents shall continue in effect as expressly stated above.

7. General Provisions

7.1. Headings contained herein are provided for convenience and reference only. Headings in no way affect or limit the interpretation, contents, or terms of these Terms of Use of the BT FON Website.

7.2. If there is any discrepancy between the terms of these Terms of Use of the BT FON Website and the Terms and Conditions of BT or FON services, the latter shall prevail.

7.3. Any provision of these conditions which is held invalid or unenforceable in a given jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereto, and any such invalidity or unenforceability in a given jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

7.4. No failure or delay by BT or FON in exercising any right, power or privileges under these Terms of Use of the BT FON Website shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

8. Jurisdiction and Applicable Law

These Terms of Use of the BT FON Website are governed by and are to be construed in accordance with the laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.