

Part A – The Basics

1 Terms and conditions and acceptance

- 1.1 These terms and conditions ("**General Terms**") govern the use of the On Demand Journeys Dataset and access to the On Demand Journeys Portal (as applicable) or any part of them. By signing the Order Form and/or using the Service you agree to be bound by the General Terms.
- 1.2 Our Agreement comprises the General Terms and the Order Form. To the extent of any inconsistency or conflict between the General Terms and the Order Form, the Order Form takes precedence.
- 1.3 If you use the Service as an individual on your own behalf, you represent and warrant you are authorised to agree to these General Terms, and carry out your responsibilities under them.
- 1.4 If you use the Service on behalf of a company, organisation, or other entity, then you represent and warrant that you are an authorised representative of the entity with the authority to bind the entity to these General Terms, and that you agree to these General Terms on the entity's behalf, and carry out your responsibilities under them.
- 1.5 BT confirms that it is a legal corporation, authorised to agree these General Terms and provide the Service.
- 1.6 For information on our Privacy Policy, how we use cookies, please click [here](#).

2 What words mean

- 2.1 Some of the words and phrases in these General Terms mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of these General Terms.
- 2.2 The words below have the following meanings:
 - 2.2.1 'You' and 'your' means:
 - (a) if you are contracting as an individual, you; or
 - (b) if you are contracting on behalf of an entity or organisation, you and such entity.
 - 2.2.2 Phrases that refer to 'we', 'our', 'us', 'each of us', 'each of our', 'both of us', 'we each', 'we will each', 'we will both', 'whichever of us', 'one of us', 'neither of us', 'either of us', 'either of our', 'either one of us' and 'we both' mean one or both of BT and you, whichever makes sense in the context of the sentence.
- 2.3 The words 'include' or 'including' do not limit something to just the examples that follow.
- 2.4 Any time either of us has a right or obligation that we may exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.
- 2.5 Any reference to a specific law or regulation in these General Terms includes that law or regulation as amended, replaced or extended.

3 Changes to the General Terms

- 3.1 BT may amend the General Terms at any time by giving Notice to you.
- 3.2 If the amendments cause you material detriment, BT will give you Notice at least thirty (30) days before the change is to take effect and, in the case of any other amendments, at least one (1) day before the change is to take effect.
- 3.3 If BT makes any amendment to the General Terms that causes you material detriment, you will not have to pay any Charges if you give Notice to terminate the affected Service in accordance with Clause 16.2 within thirty (30) days after the date of the Notice.

Part B – On Demand Journeys Dataset

4 Data Licence

- 4.1 Subject to Clause 4.2, BT grants you and the Authorised Users a limited, non-exclusive and non-transferable licence for the Term within the UK only:
 - 4.1.1 to use, copy (subject to Clause 4.2.9) and host the On Demand Journeys Dataset solely in accordance with the terms of this Agreement only for the Permitted Purposes;
 - 4.1.2 if your Service includes access to the On Demand Journeys Portal, to download a copy of the On Demand Journeys Dataset from the On Demand Journeys Portal for the Permitted Purposes, subject to any prescribed download limits and the provisions of Part C of this Agreement;
 - 4.1.3 to create Derivative Works, provided that:
 - (a) Derivative Works are not capable of use (and will not be used) substantially as a substitute for the On Demand Journeys Dataset or the underlying Data; and
 - (b) Derivative Works are only used for the Permitted Purposes;
 - 4.1.4 to create Augmented Data, provided that:
 - (a) the Data is not identifiable in the end result, or otherwise traceable (by reverse engineering or otherwise) to BT or the Active Intelligence Database as the originating source;
 - (b) any augmentation of the Data is not capable of use (and will not be used) substantially as a substitute for the Data; and
 - (c) the Augmented Data is only used for the Permitted Purposes,(the "**Data Licence**").
- 4.2 You shall not (and shall ensure that the Authorised Users shall not):
 - 4.2.1 include any part of the Licensed Materials in any product or service offered to your own customers or third parties, except as permitted under Clause 12.4;

- 4.2.2 sub-license the use of any part of the Licensed Materials to any third party, except as permitted under Clause 12.4;
- 4.2.3 make any part of the Licensed Materials publicly available, except as permitted under Clause 12.4;
- 4.2.4 modify any part of the On Demand Journeys Dataset, excluding the creation of Augmented Data in accordance with Clause 4.1.4;
- 4.2.5 derive or attempt to derive any Personal Data or otherwise identify any individual from the underlying Data at any time by any means, including without limitation by reverse engineering or attempting to reverse engineer any part of the On Demand Journeys Dataset for any purpose;
- 4.2.6 commercialise, sub-license, sell, re-sell, rent, lease or otherwise distribute any part of the Licensed Materials or Augmented Data to any third party, except as permitted under Clause 12.4
- 4.2.7 include Licensed Materials, Derivative Works or Augmented Data in a service bureau type offering;
- 4.2.8 make copies of the On Demand Journeys Dataset, save that you may make copies of those parts of the On Demand Journeys Dataset to the extent reasonably necessary for the purposes of back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing; and
- 4.2.9 use any part of the Licensed Materials in any manner which may damage the reputation of BT.
- 4.3 Without prejudice to your obligations under Clause 14, you shall:
 - 4.3.1 ensure the On Demand Journeys Dataset is not disclosed or accessed by your personnel unless necessary for the receipt and/or use of the On Demand Journeys Dataset in accordance with the Data Licence Terms; and
 - 4.3.2 put in place all systems and processes as are required in accordance with Good Industry Security Practice to protect the security and confidentiality of the On Demand Journeys Dataset.
- 4.4 You shall throughout the Term of this Agreement provide such information and support as may be reasonably requested by BT to enable BT properly and efficiently to perform its obligations under this Agreement.
- 4.5 For the avoidance of doubt regarding the Permitted Purposes and your right to share Derivative Works with your Clients:
 - 4.5.1 at no time shall you be permitted to offer a bureau type service using the On Demand Journeys Dataset or other service where your Clients can access any part of the On Demand Journeys Dataset to create their own Materials;
 - 4.5.2 you shall adhere to the Blacklist and ensure you do not share Derivative Works with any Clients that have expressed to you the desire to utilise Derivative Works in any forms of analysis, advertising or promotion for any of the purposes detailed in the Blacklist at any time; and
 - 4.5.3 BT shall be entitled to audit your compliance with Clauses 4.5.1 and 4.5.2 in accordance with Clause 28.
- 4.6 The parties acknowledge that the delivery and use of the Licensed Materials will be guided by and should be conducted in line with ethical principles as follows:
 - 4.6.1 Oversight: oversight of the use of the Licensed Materials, Derivative Works and Augmented Data;
 - 4.6.2 Proportionality: ensuring the Licensed Materials are no more extensive than is legitimately required by you to fulfil the Permitted Purpose;
 - 4.6.3 Time-bound: setting appropriate time limits on the supply and reach of the Licensed Materials;
 - 4.6.4 Transparency: explaining as and when appropriate to the public the need for and use of the Licensed Materials, Derivative Works and Augmented Data in fulfilment of the Permitted Purpose, and to avoid public misconceptions;
 - 4.6.5 Privacy: ensuring no material risk of re-identification of the Data (i.e. no individual should be capable of being identified by the Data) on an ongoing basis, including but not limited to assessing and if necessary amending any stipulated dataset rules, such as minimum numbers to be included in a dataset or minimum geographical areas or demographic categories used;
 - 4.6.6 Security: ensuring continuing robust security measures around the handling of the Licensed Materials and Derivative Works; and
 - 4.6.7 Consultation: appropriate consultation where required with stakeholder bodies (e.g. ICO, Ofcom),
 (together, the “Ethical Considerations”).
- 4.7 You will, and will ensure the Authorised Users, use reasonable endeavours to take into account Ethical Considerations in respect of your use of the Licensed Materials in accordance with the Data Licence Terms.

Part C – On Demand Journeys Portal

5 General

- 5.1 The terms in this Part C only apply to you if the Order Form specifies that you have access to the On Demand Journeys Portal as part of the Service.
- 5.2 The On Demand Journeys Portal may contain links to other BT sites or to third party sites which may be subject to separate terms and conditions.
- 5.3 Any links to third party websites from the On Demand Journeys Portal do not amount to any endorsement of that site by BT and any use of that site by you is at your own risk.
- 5.4 You acknowledge and agree that BT shall be entitled to place restrictions on your use of the On Demand Journeys Portal including but not limited to the number of queries which you make over a period to be determined by BT for the purposes of managing the load placed on BT’s server infrastructure. You therefore understand and agree that any request made to the BT servers beyond these restrictions shall be rejected by the BT servers and BT shall have no liability for such rejection.
- 5.5 BT may change the On Demand Journeys Portal so long as the performance of the On Demand Journeys Portal is not materially adversely affected. These sorts of changes might include (but are not limited to):
 - 5.5.1 changing, replacing, introducing or removing features of the On Demand Journeys Portal;
 - 5.5.2 replacing the On Demand Journeys Portal with a materially equivalent service;
 - 5.5.3 changes to reflect developments in or changes to technology used to provide the On Demand Journeys Portal;
 - 5.5.4 changes required to:

- (a) protect the integrity or security of the BT Network; and
- (b) comply with Applicable Law.

6 Right of access and use

- 6.1 On and from the Service Start Date, and subject to the terms of the Agreement, BT grants you and the Authorised Users a limited, non-sublicensable, non-exclusive, non-transferable sub-licence, without the right to grant further sub-licences, to access and use the On Demand Journeys Portal within United Kingdom during the Term to the extent required for you to view, interact with and download parts of the On Demand Journeys Dataset in the On Demand Journeys Portal in connection with the Permitted Purposes.
- 6.2 Your access or use of the On Demand Journeys Portal must be in compliance with:
 - 6.2.1 this Agreement;
 - 6.2.2 the Tableau Terms; and
 - 6.2.3 BT's instructions or directions, to the extent such instructions or directions are not inconsistent with the Tableau Terms.
- 6.3 You must not (and must ensure that your Authorised Users do not):
 - 6.3.1 input or use your own data with the On Demand Journeys Portal or the underlying Tableau Software except as directed by BT, and must only use the On Demand Journeys Portal or the underlying Tableau Software in respect of the On Demand Journeys Dataset;
 - 6.3.2 make the On Demand Journeys Portal or the underlying Tableau Software available to anyone other than you or your Authorised Users, or use the On Demand Journeys Portal or the underlying Tableau Software for the benefit of anyone other than you, your Authorised Users or your Clients;
 - 6.3.3 sell, resell, license, sublicense, distribute, rent or lease the On Demand Journeys Portal or the underlying Tableau Software, or include the On Demand Journeys Portal or the underlying Tableau Software in a service bureau or outsourcing offering;
 - 6.3.4 use the On Demand Journeys Portal or the underlying Tableau Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - 6.3.5 use the On Demand Journeys Portal or the underlying Tableau Software to store or transmit Malicious Code;
 - 6.3.6 interfere with or disrupt the integrity or performance of the On Demand Journeys Portal or the underlying Tableau Software or third-party data contained therein;
 - 6.3.7 attempt to gain unauthorised access to the On Demand Journeys Portal or the underlying Tableau Software or its related systems or networks;
 - 6.3.8 permit direct or indirect access to or use of the On Demand Journeys Portal or the underlying Tableau Software in a way that circumvents a contractual usage limit, or use the On Demand Journeys Portal or the underlying Tableau Software to access, copy or use any of BT's or Salesforce's intellectual property except as permitted under this Agreement and the Tableau Terms respectively;
 - 6.3.9 modify, copy, or create derivative works of the On Demand Journeys Portal or the underlying Tableau Software or any part, feature, function or user interface thereof;
 - 6.3.10 frame or mirror any part of the On Demand Journeys Portal or the underlying Tableau Software, other as permitted in this Clause 6;
 - 6.3.11 except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the On Demand Journeys Portal or the underlying Tableau Software or access it to:
 - (a) build a competitive product or service;
 - (b) build a product or service using similar ideas, features, functions or graphics of On Demand Journeys Portal or the underlying Tableau Software;
 - (c) copy any ideas, features, functions or graphics of On Demand Journeys Portal or the underlying Tableau Software; or
 - (d) determine whether On Demand Journeys Portal or the underlying Tableau Software is within the scope of any patent;
 - 6.3.12 utilise any equipment, device, software, or other means designed to circumvent or remove any valid license key or activation code, or other software authorisation method or copy protection used by Salesforce in connection with the On Demand Journeys Portal or the underlying Tableau Software, or use the On Demand Journeys Portal or the underlying Tableau Software together with any authorisation code, product key, credential, serial number, or other copy protection device not supplied by Salesforce;
 - 6.3.13 use the On Demand Journeys Portal or the underlying Tableau Software to develop a product that converts any Salesforce file format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Salesforce;
 - 6.3.14 remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the On Demand Journeys Portal or the underlying Tableau Software; or
 - 6.3.15 use the On Demand Journeys Portal or the underlying Tableau Software in a way that could lead to death or bodily injury of any person, or to severe physical or environmental damage.
- 6.4 BT will provide you with relevant login credentials (including user ID and password) to access the On Demand Journeys Portal in accordance with Clause 6.1. BT may need to ask you to provide personal details, such as name and e-mail address, in order to provide such login credentials.
- 6.5 You are responsible for the security and proper use of all security information, such as user IDs and passwords used in connection with the On Demand Journeys Portal. You must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. You must immediately inform BT if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way. BT reserves the right to suspend your access if at any time BT considers that there is or is likely to be a breach of security, or a breach of this Clause 6 or the Tableau Terms by you or an Authorised User.
- 6.6 In addition Clause 6.1, where BT has given you access to and use of the On Demand Journeys Portal, you shall (and shall ensure that Authorised Users shall) in performing this Agreement comply with, and carry into effect, all relevant obligations under the Tableau Terms, whether expressed as an obligation of BT or you, to ensure that BT is not in breach of the Tableau Terms.

- 6.7 To the extent that you or any Authorised User is accessing or using the Tableau Software, where there is a conflict between the terms and conditions in this Agreement and the Tableau Terms, the Tableau Terms will prevail, unless expressly notified to you by BT.
- 6.8 Without prejudice to any other rights or remedies available to BT, you shall hold harmless and indemnify BT against all liabilities, costs, expenses, damages and losses arising or incurred in respect of any claims, demands, or actions for compensation directly arising by way of a breach by you or any Authorised User of any obligations set out in this Clause 6. The Parties acknowledge and agree that:
- 6.8.1 all amounts BT is liable to pay to Salesforce under the Tableau Terms as a result of you or an Authorised User causing BT to breach the Tableau Terms or Clause 6; and
- 6.8.2 all expenses BT reasonably and necessarily incurs, including without limitation, reasonable legal and attorneys' fees, in responding to and managing the claims made by the Salesforce entity in connection with such breach,
- shall, for the purposes of Clause 26, be considered direct losses or damages.
- 6.9 Except to the extent permitted by Applicable Law, and subject to the Tableau Terms, BT provides the On Demand Journeys Portal on an "as is" basis and makes no other warranty, whether express or implied, including as to whether On Demand Journeys Portal, the underlying Tableau Software or the On Demand Journeys Dataset are non-infringing or fit for any purpose.

7 Authorised Users

- 7.1 You shall ensure that only Authorised Users use the On Demand Journeys Portal and that such use is at all times in accordance with this Agreement.
- 7.2 You shall keep a list of all Authorised Users and shall notify BT within two (2) Business Days if any updates to the list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, you shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User.
- 7.3 You shall ensure that the number of Authorised Users for the On Demand Journeys Portal does not exceed the Authorised User Limit. You are entitled to remove one individual as an Authorised User and replace them with another individual in accordance with the terms of this Agreement, but Authorised User accounts cannot be shared or used by more than one individual at the same time.
- 7.4 Without prejudice to any other right or remedy of BT, in the event you are in breach of Clause 7.3 then you shall be liable to pay reasonable additional charges based on the Charges for the number of Authorised Users above the Authorised User Limit for the relevant period during which the breach occurred.
- 7.5 You shall:
- 7.5.1 be liable for the acts and omissions of the Authorised Users as if they were your own, and any obligation on you to do, or to refrain from doing, any act or thing under this Agreement shall include an obligation upon you to procure that all Authorised Users also do, or refrain from doing, such act or thing;
- 7.5.2 only provide Authorised Users with access to the On Demand Journeys Portal via the access method provided by BT and shall not provide access to (or permit access by) anyone other than an Authorised User; and
- 7.5.3 procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on you under this Agreement, including all obligations and restrictions relating to BT's Confidential Information.
- 7.6 You shall, no more frequently than once per year, permit BT or BT's designated auditor to audit the On Demand Journeys Portal, or use BT's requested software reporting, to verify that the total Charges paid you have paid to that date corresponds to the number of Authorised Users who have used the On Demand Journeys Portal in that period.
- 7.7 If any of the audits referred to in Clause 7.6 reveal that you have underpaid the Charges to BT, then without prejudice to BT's other rights, you shall pay to BT an amount equal to such underpayment as calculated in accordance with the prices set out in the Order Form in accordance with Clause 19.
- 7.8 You may, from time to time during the Term, request that BT add additional Authorised Users in excess of the Authorised User Limit by notifying BT in writing. BT shall (acting reasonably) evaluate such request for additional Authorised Users and respond to you with approval or rejection of the request. If BT approves the request, BT shall grant access to the On Demand Journeys Portal and provide login credentials to such additional Authorised Users in accordance with the provisions of this Agreement.
- 7.9 The parties shall adjust the Charges to reflect changes made pursuant to Clauses 7.8 in accordance with the Order Form or as you otherwise agree in writing with BT.
- 7.10 Clauses 7.5 to 7.10 (inclusive) shall survive termination or expiry of this Agreement.

8 Availability

- 8.1 It is technically impracticable to provide a fault-free On Demand Journeys Portal and BT does not undertake to do so. In the event of a fault, BT will attempt to restore the On Demand Journeys Portal as soon as is reasonably practicable. BT does not warrant that the supply of the On Demand Journeys Dataset will operate without interruption or be error-free.
- 8.2 Access to the On Demand Journeys Portal may occasionally be suspended or restricted for operational reasons such as Maintenance or the introduction of new facilities or products.

9 Your responsibilities

- 9.1 Your use of the internet is at your own risk and you will be responsible for:
- 9.1.1 your use of the internet, including any material that you access through the internet, and any websites or pages that you own, run or control using the On Demand Journeys Portal;
- 9.1.2 all material that is stored on, or accessed or distributed by the devices that you use in connection with the On Demand Journeys Portal; and
- 9.1.3 making sure, when sharing the internet over a private network on your premises, that your network is secure and that any internet connection sharing software that you use does not permit access from outside of your network.

- 9.2 You accept that the internet is never completely private or secure and that any data or information that you send using the On Demand Journeys Portal may be read or intercepted by others.
- 9.3 You will make sure that your computer systems, network and equipment have the appropriate security software installed, such as up-to-date virus protection and firewalls, so that they are protected against viruses, worms, Trojans and other risks and so that others cannot access them without your permission or interrupt your use of the On Demand Journeys Portal and BT will not be responsible for any negative consequences that occur as a result of your failure to install appropriate security software.

10 BT's rights and responsibilities

- 10.1 BT may monitor:
- 10.1.1 material available on the internet or the activities of other internet users; or
 - 10.1.2 any material that belongs to another person or company and that you may be able to access through the On Demand Journeys Portal.
- 10.2 BT will not guarantee that all material accessed through the On Demand Journeys Portal is free of illegal content or content that is otherwise considered unacceptable, inappropriate or offensive.
- 10.3 If BT is aware, or reasonably believes, that you have breached this Agreement, BT reserves the right to take any action it deems appropriate including:
- 10.3.1 investigating the possible breach and using your personal details to contact you by email or phone to gather further information, discuss BT's concerns, or issue you with a formal warning;
 - 10.3.2 running network and computing systems to find and resolve issues covered by this Agreement; and
 - 10.3.3 any other right BT has in this Agreement regarding your breach of this Agreement.

11 Compliance obligations

- 11.1 BT will comply with, and may exercise its rights in, the Compliance Obligations.
- 11.2 You shall comply with, and ensure the Authorised Users comply with, the Compliance Obligations.
- 11.3 If you do not comply with Clause 6 or the Compliance Obligations, you will be liable for any Claims, losses, costs or liabilities that BT incurs as a result.
- 11.4 BT may, when there is a serious breach of Clause 6 or the Compliance Obligations, report you and/or the relevant Authorised User and provide your personal information, including Personal Data, to the relevant law enforcement agency.

Part D - Intellectual Property Rights, Confidentiality and Data Privacy

12 Intellectual Property Rights

- 12.1 Nothing in this Agreement shall constitute an assignment of any Intellectual Property Rights by either party.
- 12.2 BT shall own all the Intellectual Property Rights in the On Demand Journeys Portal, the Active Intelligence Database and the Licensed Materials (or the relevant BT Group company or third party licensor as appropriate). Nothing in this Agreement shall act or be interpreted as transferring any rights in any of BT's Intellectual Property Rights including the On Demand Journeys Portal, the Active Intelligence Database and the Licensed Materials. The only licences granted by BT in its Data or its Intellectual Property Rights are as expressly set forth in this Agreement.
- 12.3 Subject to Clause 12.2, you shall own the Intellectual Property Rights in your Augmented Data and Derivative Works, excluding any Incorporated Deliverables.
- 12.4 Notwithstanding Clause 14, BT grants you a perpetual, non-exclusive, transferable, royalty-free and worldwide licence to use, copy, modify, adapt, host, commercialise and publish (with the right to sub-license) any Incorporated Deliverables for the Permitted Purposes only to the extent required by you to use the Augmented Data and/or the Derivative Works in accordance with the Permitted Purposes.
- 12.5 BT reserves exclusively for itself the unfettered right at all times to use or exploit the Service in any manner and for any purpose at its sole discretion.
- 12.6 Any use of the Licensed Materials by you or the Authorised Users not permitted by the Data Licence Terms shall constitute an irremediable material breach of this Agreement for the purposes of Clause 16.3.1.
- 12.7 You hereby grant to BT the express right to use your company name and logo (as applicable) online and in marketing, sales, financial, and public relations materials and other communications with the sole purpose to identify you as a customer of the Service. BT shall not use your name and logo in other situations without your prior written consent.
- 12.8 You and the Authorised Users acknowledge and agree that you shall have no rights or licences in, or to any part of, the On Demand Journeys Portal and Licensed Materials other than as set out in this Agreement.
- 12.9 You acknowledge that BT and/or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the underlying Data.
- 12.10 If any unauthorised use is made of the Service and such use is attributable to the act or default of, or access is through, you or an Authorised User then, without prejudice to BT's other rights and remedies (including under Clause 12.6), you shall immediately be liable to pay BT an amount equal to the Charges that BT would have or has charged you for use of the Service for such unauthorised use, together with interest at the rate provided for in Clause 20.1.1 (except that the base lending rate shall be calculated as on the date on which the unauthorised use commenced), with such interest compounded daily from the start date of that unauthorised use to the date of payment.

13 Feedback

- 13.1 You acknowledge and agree:
- 13.1.1 to provide, and BT will solicit, your input and the input of Authorised Users, regarding the Service including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Service, or input as to whether you believe BT's proposed development direction is consistent with your own business needs, the industry in general, and the like (collectively "**Feedback**");

- 13.1.2 to hereby assign (or procure the assignment of) all Intellectual Property Rights in any Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights), and with waiver of all moral rights, to BT at the time such Feedback is first provided to BT;
- 13.1.3 BT or its licensors will own and retain all Intellectual Property Rights created in any Feedback (including development, improvements and variations to any Feedback);
- 13.1.4 that any information disclosed by BT during discussions related to Feedback shall be considered the Confidential Information of BT and shall be protected from disclosure in accordance with this Agreement, including Clause 14; and
- 13.1.5 BT shall each be entitled to use Feedback for any purpose without restriction or remuneration of any kind to you or Authorised Users. You acknowledge that the information related to the Service or BT disclosed to BT under this Agreement, is only intended as possible strategies, developments, and functionalities of the Service and is not intended to be binding upon BT to any particular course of business, product strategy, and/or development.

14 Confidentiality and publicity

- 14.1 Unless otherwise agreed, each party shall keep confidential all Confidential Information received by it ("**Receiving Party**") from the other party ("**Disclosing Party**") pursuant to this Agreement (including the Active Intelligence Database and the On Demand Journeys Dataset which shall be solely confidential to BT) as well as the subject matter and relationship between the parties under this Agreement. Each party shall not provide any Confidential Information to any third party, other than to its employees or contractors who have a need to know for the purposes of performing this Agreement, provided that such employees and contractors are subject to obligations of confidentiality and use on terms no less strict than the terms set out in this Agreement. In any event, a party shall be and remain liable for any breach of a term of this Agreement which is caused by any employee or contractor of the party, as if any such breach had been committed by that party. BT may share the your Confidential Information with an Affiliate on terms no less strict than the terms of this Agreement.
- 14.2 You acknowledge and agree that the Active Intelligence Database and the On Demand Journeys Dataset are BT's Confidential Information, and may not be disclosed save as expressly permitted herein.
- 14.3 The obligations under Clause 14.1 do not apply to Confidential Information in any of the following events:
 - 14.3.1 it becomes part of the public domain through no fault of the Receiving Party;
 - 14.3.2 it is obtained by the Receiving Party from a third party without breach of any obligation of confidentiality owed to any third party;
 - 14.3.3 it is independently developed by the Receiving Party without any breach of this Agreement;
 - 14.3.4 it is approved for public release by the Disclosing Party; or
 - 14.3.5 the disclosure of the Confidential Information is a requirement under Applicable Law or by a regulatory body of competent authority or lawful authority imposed on the Receiving Party, provided that, wherever permitted under Applicable Law, as soon as reasonably practicable:
 - (a) the Receiving Party provides the Disclosing Party with details of the nature and contents of such required disclosure;
 - (b) the Disclosing Party is given the opportunity to discuss and agree any possible limitations or restrictions on such disclosure in advance; and
 - (c) the Receiving Party uses reasonable endeavours to obtain undertakings of confidentiality in respect of the Confidential Information from the regulatory body or lawful authority to whom disclosure is required.
- 14.4 No party shall without the prior written consent of the other party:
 - 14.4.1 issue a press release or make a public statement that mentions the activities pursued by or the relationship between the parties under this Agreement; and/or
 - 14.4.2 subject to Clause 12.7, identify the other party as a customer, supplier or partner or otherwise use any name or trademark of that other party (including making any attributions to the Licensed Materials) or make representations to third parties regarding the subject matter of this Agreement.
- 14.5 Upon written request from a party, the other party will return or destroy any Confidential Information received from the Disclosing Party within a reasonable time period and provide written confirmation on request by the Disclosing party.
- 14.6 The parties agree that if either of them breaches this Clause 14, damages may not be an adequate remedy for the Disclosing Party and it will have the right to apply for injunctive relief or specific performance of the Receiving Party's obligations.

15 Data protection

- 15.1 BT will comply with its obligations under Data Protection Legislation and maintain all relevant registrations and notifications, for the purposes of operating the Service.
- 15.2 You will comply with Data Protection Legislation in your use of the Service.
- 15.3 BT may collect certain information about you in connection with this Agreement, as set out in the then-current version of BT's Privacy Policy, available [here](#) ("**Usage Data**"). This may include information collected through the Service. By agreeing to this Agreement, and accessing, using, and providing information to or through the Service, you agree to all actions taken by BT with respect to the Usage Data in compliance with the then-current version of BT's Privacy Policy, available [here](#). In the event of any inconsistency or conflict between the terms of the then-current Privacy Policy and this Agreement, the Privacy Policy will take precedence.
- 15.4 The parties acknowledge that the Usage Data is processed by BT as a Controller for the purposes of Data Protection Legislation.
- 15.5 Without prejudice to the generality of Clauses 15.1 and 15.2 you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of your Personal Data (including Usage Data) to BT for the duration and purposes of this Agreement so that BT may lawfully use, process and transfer this data in accordance with this Agreement, including in relation to the role outlined in Clause 15.4.

Part E – Term and Termination

16 Term and termination

- 16.1 This Agreement commences on the Service Start Date and unless one of us ends the Agreement earlier (in a way that the Agreement allows), this Agreement shall terminate automatically at the end of the Term.
- 16.2 Either party may terminate this Agreement or the provision of the Service at any time for convenience by thirty (30) days' Notice to the other party.
- 16.3 Either party may terminate this Agreement immediately by providing Notice to the other party if any of the following events occur (or in the case of Clause 16.3.2 any analogous event in a jurisdiction other than England and Wales):
- 16.3.1 the other party commits a material breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) Business Days after receipt of Notice to do so;
 - 16.3.2 the other party:
 - (a) becomes the subject of a bankruptcy order or becomes insolvent;
 - (b) enters into any arrangement or composition with or assignment for the benefit of its creditors;
 - (c) owns any assets that are material to the operations of all or substantially all of its business that are the subject of any form of seizure or have a receiver or administrator appointed over them;
 - (d) is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (e) goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory; or
 - (f) has a resolution for winding up passed in respect of it; or
 - 16.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease, to carry on all or a substantial part of its business.
- 16.4 A party may terminate this Agreement by providing ten (10) Business Days' Notice to the other party if a party is prevented from performing its obligations under this Agreement due to a Force Majeure Event for more than sixty (60) days.
- 16.5 BT may terminate this Agreement immediately by providing Notice to you if an Authority notifies BT that it should terminate this Agreement (or any part of it) or BT is reprimanded or fined by an Authority as a result of an act or omission by you or an Authorised User.

17 Consequences of termination

- 17.1 Immediately on termination or expiry of this Agreement (for any reason):
- 17.1.1 the rights granted to you and the Authorised Users under this Agreement shall terminate;
 - 17.1.2 you shall be liable to pay any unpaid Charges in respect of the Service in accordance with this Agreement; and
 - 17.1.3 you shall (and shall procure that each Authorised User shall):
 - (a) stop using the On Demand Journeys Dataset and (as applicable) the On Demand Journeys Portal;
 - (b) not create any new Derivative Works or Augmented Data from the On Demand Journeys Dataset; and
 - (c) delete all of the On Demand Journeys Dataset provided to you by BT, downloaded from the On Demand Journeys Portal or otherwise in your possession (together with all copies of the On Demand Journeys Dataset) within five (5) Business Days of termination or expiry of this Agreement and provide BT with written confirmation of such deletion, unless we both agree otherwise in writing.
- 17.2 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

18 Suspension

- 18.1 BT may restrict or suspend use of or access to all or any part of the Service:
- 18.1.1 for any default of any payment in accordance with Clause 20.1.2;
 - 18.1.2 if you or any Authorised User fails to comply with any terms of this Agreement; or
 - 18.1.3 if BT reasonably considers that it is required to do so in order to safeguard the integrity or security of the Data or the BT Network.
- 18.2 BT will endeavour to notify you in advance of any restriction or suspension for any of the events listed in Clause 18.1 as soon as commercially reasonable.
- 18.3 Where BT exercises its right to restrict or suspend use of or access to the Service under Clause 18.1 and that right arose as a result of a breach of the Agreement by you or an Authorised User, you will continue to be liable for all applicable Charges for the Service until the Agreement is terminated.

Part F - Charges and Payment

19 Charges and payment

- 19.1 You will be liable to pay BT the Charges, including all Charges resulting from unauthorised or fraudulent use.
- 19.2 You shall pay BT the Charges (plus any Transaction Taxes payable thereon) as set out in the Order Form within thirty (30) days from the date of BT's invoice in cleared funds without any set-off, counterclaim, deduction or withholding (other than as required by Applicable Law or set out within Clause 19.11) into BT's bank account.
- 19.3 Where invoices are to be issued online, BT will notify you by email when a new invoice is issued.
- 19.4 BT will invoice and you will pay all Charges in pounds sterling.
- 19.5 BT may reduce the number of days within which you will pay each invoice from thirty (30) days to five (5) days, where:
- 19.5.1 you issue a profit warning; or
 - 19.5.2 any of the credit agencies of Experia, Equifax and Callcredit reduces your credit rating,

and BT reasonably considers that this will affect your ability to pay invoices.

- 19.6 Where you make an aggregated payment in respect of more than one invoice:
- 19.6.1 you will promptly give BT instructions about which amounts to apply to which invoices; and
 - 19.6.2 if you do not give prompt instructions in accordance with Clause 19.6.1, BT may apply any amount of the aggregated payment to any unpaid invoices at its discretion.
- 19.7 Each party shall be responsible for its own costs in the performance of its obligations under this Agreement.
- 19.8 Your obligations under this Clause 19 shall not be limited by the limitations and exclusions of liability set out in Clause 26 of this Agreement.
- 19.9 Charges are exclusive of all applicable Transaction Taxes and you will pay all Transaction Taxes on receipt of a valid tax invoice, including those Transaction Taxes that under Applicable Law BT is entitled to pass on to you and that are customarily passed on to customers by service providers, except to the extent a valid exemption certificate is provided by you to BT prior to the provision of any part of the Service.
- 19.10 If payment of any of the Charges is subject to Withholding Tax required by Applicable Law, you will deduct the Withholding Tax and pay it to the relevant taxing authority within the period for payment permitted by Applicable Law.
- 19.11 Where you deduct Withholding Tax in accordance with Clause 19.10, you will pay to BT such additional amounts as are necessary to ensure receipt by BT of the full amount which BT would have received but for the deduction of that Withholding Tax.
- 19.12 Where BT receives a Claim from a taxing Authority alleging that Withholding Tax has not been received on payments by you to BT, you will indemnify BT for the amount of the Withholding Tax due together with any interest, fines and penalties resulting from the late payment or non-payment of the Withholding Tax and any costs of defending the claim against the taxing Authority.
- 19.13 Should the parties mutually agree in writing any change to the agreed billing arrangements for the Service, and such change results in additional Transaction Taxes and/or Withholding Tax to BT that it is unable to fully recover (including as a result of complying with any resulting regulatory requirements), then, notwithstanding any other provisions of this Agreement, BT may modify the Charges for the Service accordingly and you will be liable for those additional amounts.

20 Default on payment

- 20.1 If you fail to pay any invoice in accordance with Clause 19.2 and you are not disputing the invoice pursuant to Clause 21, BT may:
- 20.1.1 charge you interest at the rate of 2% per annum over Barclays Bank plc's base lending rate on the date on which the relevant amount became overdue, or at the maximum rate permitted by Applicable Law, whichever is less, with such interest compounded daily from the due date of the invoice until paid in full; and
 - 20.1.2 restrict or suspend the Licence, and use of, the Licensed Materials as set out in Clause 18.
- 20.2 You will pay any reasonable costs BT has incurred in recovering any debt owed by you to BT, including debt collection agency and legal costs.

21 Invoice disputes

- 21.1 If you dispute an invoice that BT issues before you make payment, you will provide Notice to BT of the dispute within twenty-eight (28) days of the date of the invoice.
- 21.2 If you dispute an invoice that BT issues after you make payment, you will provide Notice to BT of the dispute within six (6) months of the date of the invoice.
- 21.3 You will, in accordance with Clause 19.2, pay all undisputed amounts of an invoice and any disputed amounts that are less than five per cent (5%) of the total invoice amount.
- 21.4 The parties will follow the dispute resolution procedure in Clause 29 and you will pay any resolved amount within seven (7) days after resolution of the dispute.
- 21.5 BT may charge you interest in accordance with Clause 20.1 for any amount agreed in accordance with Clause 21.4.

Part G – If Something Goes Wrong

22 How to get in touch

- 22.1 If you have any questions about this Agreement, please email: activeintelligencesupport@bt.com
- 22.2 If you suspect that someone has breached the terms of this Agreement and you would like to report or make a complaint about their use of BT services, please email: activeintelligencesupport@bt.com
- 22.3 You acknowledge that the email addresses in Clauses 22.1 and 22.2 may change from time to time, and BT will advise you in writing of any such change.

23 Indemnity

- 23.1 You will keep harmless, defend and indemnify BT against any Claims, losses, costs and liabilities arising from or in connection with:
- 23.1.1 your breach, or an Authorised User's breach, of this Agreement; or
 - 23.1.2 any claims by any third party, in connection with your, or an Authorised User's, use or misuse of the On Demand Journeys Dataset or the On Demand Journeys Portal in breach of this Agreement.

24 Your warranties

- 24.1 You represent and warrant that:
- 24.1.1 you will, and will ensure the Authorised Users, comply with the Data Licence Terms and Clause 6;
 - 24.1.2 you will, and will ensure the Authorised Users, perform your obligations under this Agreement in accordance with Applicable Laws; and

24.1.3 any Derivative Works and Augmented Data created will not infringe any rights (including Intellectual Property Rights) of any third parties.

25 No warranties

- 25.1 Unless otherwise expressly specified in this Agreement, the Service is provided “as is” and “as available”, without any conditions, warranties or other terms of any kind, including as to whether the information contained in any part of the Licensed Materials is accurate, complete or fit for any purpose. Accordingly, to the maximum extent permitted by Applicable Law, BT provides you with the Service on the basis that BT excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, accuracy, completeness, and fitness for purpose) which, but for this legal notice, might have effect in relation to the Service.
- 25.2 You acknowledge that BT has no obligation (howsoever arising, whether under contract, tort, in negligence or otherwise) to ensure that the On Demand Journeys Portal is:
- 25.2.1 uninterrupted or error free;
 - 25.2.2 available, up-to-date or maintained;
 - 25.2.3 compatible or operate correctly with any particular software, hardware or other systems;
 - 25.2.4 secure; or
 - 25.2.5 meet your needs (whether or not such needs have been communicated to BT).
- 25.3 BT:
- 25.3.1 does not warrant that the On Demand Journeys Dataset will be free from vulnerabilities or Malicious Code; and
 - 25.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the On Demand Journeys Dataset may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

26 How far each of us can be held responsible

- 26.1 This Agreement excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 26.2 Nothing in this Agreement excludes or limits the liability of either of us for:
- 26.2.1 death or personal injury caused by either of us being negligent;
 - 26.2.2 fraud or fraudulent misrepresentation; or
 - 26.2.3 any other liability that cannot be excluded or limited under Applicable Law.
- 26.3 In addition to the matters set out in Clause 26.2, nothing in this Agreement excludes or limits your liability to BT:
- 26.3.1 under Clause 23; and
 - 26.3.2 for any breach by you or an Authorised User of Clauses 4, 6, 12, 14 or 15.
- 26.4 Other than for those matters set out in Clause 26.2, BT is not liable whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:
- 26.4.1 any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with this Agreement or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or corruption or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
 - 26.4.2 any indirect or consequential loss or damage whatsoever, resulting from your use of or inability to use the Service, or from your relying on the accuracy or completeness of the On Demand Journeys Dataset.
- 26.5 Subject to Clauses 19.8, 26.1, 26.2, 26.3 and 26.4, each party’s total and aggregate liability regardless of how that liability arose (whether arising in contract, tort (including negligence), misrepresentation, statutory duty or otherwise) under or in connection with this Agreement, shall be limited to the greater of:
- 26.5.1 £100,000; and
 - 26.5.2 an amount equal to the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred.
- 26.6 Nothing in this Agreement will restrict or limit either party’s general obligation under Applicable Laws to mitigate a loss.

27 Matters beyond our reasonable control

- 27.1 BT will not be liable for any breach of the Agreement caused by circumstances beyond BT’s reasonable control.

28 Record retention and audit rights

- 28.1 Subject to Clause 14, you will maintain and retain:
- 28.1.1 records required by Applicable Law; and
 - 28.1.2 accurate books, records and accounts, and adequate supporting information relating to the Charges for a period of six (6) years after completion of its relevant obligations.
- 28.2 You will grant to BT (and to its representatives) the right of access to any records, documents, facilities, equipment, information and software and any other relevant information:
- 28.2.1 at any time for the duration of this Agreement and for a period of twelve (12) months following its termination or expiry, to audit the performance of your obligations under this Agreement, and the Charges and taxes paid and payable to BT; and
 - 28.2.2 at any time for the duration of this Agreement and for a period of six (6) years following its termination or expiry, to comply with any request by, requirement of, or duty to, any Authority in the course of carrying out its regulatory functions or the requirements of Applicable Law.

- 28.3 BT shall bear the reasonable costs of your participation in any such audits.
- 28.4 BT will provide give you:
- 28.4.1 ten (10) Business Days' notice of when the audit will be conducted; and
 - 28.4.2 an estimate of the audit's duration.
- 28.5 You shall ensure that you provide all reasonable assistance to, and cooperate with, any auditor.
- 28.6 In the event that an audit establishes:
- 28.6.1 that BT has been underpaid for the performance of its obligations, you will pay the amount of any such underpayment within twenty (20) Business Days of becoming aware of such underpayment; or
 - 28.6.2 any non-compliance with this Agreement, you will remedy such non-compliances (to the extent such non-compliance is remediable) within five (5) Business Days and you will be responsible for all associated remedial costs unless otherwise agreed by BT in writing, and you will bear the entire costs of the audit (including without limitation its own costs and the reasonable costs of BT).

Part H – General

29 Settling disputes

- 29.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Agreement, and to avoid having to get the courts or regulatory authorities involved.
- 29.2 Nothing in this Clause 29 stops either of us: seeking interlocutory or other immediate relief if one of us is at risk of imminent harm (unless something in the Agreement already provides an adequate remedy), going to a court of competent jurisdiction if either of us considers it reasonable or doing anything else this Agreement lets us do.

30 Sending notices under the contract

- 30.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
- 30.1.1 send it by email;
 - 30.1.2 deliver it by hand; or
 - 30.1.3 send it by first class post, recorded delivery or courier.
- 30.2 Notices need to be sent to:
- 30.2.1 the recipient's current registered address; or
 - 30.2.2 any other address or email address the recipient gives in a Notice to the sender.
- 30.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.
- 30.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day) that:
- 30.4.1 the recipient acknowledges it by manual reply or an automatic read receipt, if it is an email;
 - 30.4.2 the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or
 - 30.4.3 is three days after posting, if it is sent by first-class post or recorded delivery.

31 Transfer of rights and obligations

- 31.1 You may not transfer any of your rights or obligations under the Agreement to another party.

32 Waiver

- 32.1 If BT delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If BT waives a breach of the Agreement that waiver will be limited to that particular breach.

33 Severability

- 33.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect.

34 Third party rights

- 34.1 A person who is not party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

35 No partnership or agency arrangement

Unless a Clause in this Agreement says something different, this Agreement does not:

- 35.1 set up any partnership, exclusive arrangement or joint venture between us;
- 35.2 make one of us the agent of the other; or
- 35.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

36 What happens if part of the contract is illegal, invalid or unenforceable

- 36.1 If any court of competent jurisdiction finds that any part of the Agreement is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Agreement will be affected.

36.2 If any illegal, invalid or unenforceable part of the Agreement would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Agreement so it reflects what we both originally intended as much as possible.

37 Agreement stands on its own

37.1 The Agreement sets out the whole agreement between both of us and replaces any previous communication between us.

37.2 Your own standard terms are not part of the Agreement even if you provided them to BT before agreeing to the Agreement, or if you send them to BT or refer to them in an Order Form.

37.3 By agreeing to this Agreement, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Agreement. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 37.

38 Applicable law

38.1 This Agreement is governed by the law of England and Wales. Any disputes arising out of the use of this Service are to be submitted to the exclusive jurisdiction of the English Courts.

39 Freedom of Information

39.1 Where you are subject to the Freedom of Information Act 2000, you:

39.1.1 acknowledge and agree that any Confidential Information provided to you under this Agreement is commercially sensitive to EE and any release of such information will prejudice the commercial interests of BT;

39.1.2 undertake to notify and consult BT in the event that you receive any Request for Information relating to this Agreement; and

39.1.3 undertake to take into account BT's interests in your response to any such Request for Information.

40 Counterparts and electronic signature

40.1 The Agreement may be signed in one or more counterparts, which counterparts may be exchanged by email (with pdf scan copy attached). Any single counterpart, or a set of counterparts signed, in either case, by both parties will constitute a full original of the Agreement for all purposes.

40.2 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Part I – Defined Terms

"Active Intelligence Database" means the insights database created by BT concerning its mobile network and mobile user activities from which the Data is extracted and/or the On Demand Journeys Dataset is based;

"Affiliate" means any entity that directly or indirectly controls or is controlled by either one of us, or is jointly controlled with either you or BT;

"Agreement" means the Order Form and these General Terms;

"Applicable Law(s)" means laws, regulations, regulatory guidance, obligations, enactments, statutory duties, or rules (including mandatory and legally required industry codes, binding codes of conduct and binding statements of principle incorporated and contained in such rules) applicable to the existence or operation of this Agreement and/or the supply of the On Demand Journeys Dataset from time to time, including: (a) as modified, re-enacted or consolidated from time to time whether before or after the date of this Agreement; and (b) any applicable subordinate legislation made from time to time;

"Authorised Users" means: (a) if you are contracting as an individual, you; or (b) if you are contracting on behalf of a corporate entity, those employees, agents and independent contractors of the corporate entity who are authorised to use the Service;

"Authorised User Limit" means the total number of Authorised Users you are permitted at any time, as specified in the Order Form;

"Authority" means any regulatory, governmental and/or judicial authority (including any public prosecution service) or any self-regulatory organisation, securities exchange, securities association or agency charged with enforcing the Applicable Laws from time to time. For the avoidance of doubt the term Authority includes any replacement or successor of an Authority;

"Augmented Data" means augmenting the Data by combining it with data from other sources;

"BT" means British Telecommunications plc, whose registered address is One Braham, 1 Braham Street, London, E1 8EE, United Kingdom and whose registered number is 1800000;

"BT Group" means BT Group plc and its Affiliates;

"BT Network" means the communications network owned or leased by BT and used to provide the Service;

"Blacklist" means the British Advertising Standards Authority Limited list of prohibited categories of advertising available at https://www.asa.org.uk/type/broadcast/code_section/10.html, as updated from time to time;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day;

"Charges" means the charges payable by you for the Service as set out in the Order Form;

"Claim" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Agreement;

"Client" means any of your clients with whom you share any Derivative Works in accordance with this Agreement;

"Compliance Obligations" means those provisions, obligations and rights set out at https://www.bt.com/assets/pdf/bt_compliance_obligations.pdf (or any other online address that BT may advise you from time to time during the Term);

“Confidential Information” means any information held on whatever media which is disclosed by one party to the other pursuant to or in connection with this Agreement or in connection with use of the Service, whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such, or ought to be reasonably regarded as confidential including without limitation know how methodology and other proprietary information, business and/or marketing plans, business practices, customer information and the On Demand Journeys Dataset;

“Controller” and **“Personal Data”** have the meaning ascribed to them in the GDPR;

“Data” means data or information, in any aggregated and anonymised form, including image visualisation and sound recording summarisation, relating to EE mobile phone users. For the avoidance of doubt Data shall not include any Personal Data;

“Data Licence” has the meaning given in Clause 4.1 of these General Terms;

“Data Licence Terms” means Clauses 4.1 and 4.2 of these General Terms;

“Data Protection Legislation” means collectively: (a) the GDPR; (b) national law implementing the ePrivacy Directive; (c) any other applicable national privacy or data protection laws; (d) any successor or replacement laws; and (e) any binding guidance or code of practice issued by a Supervisory Authority;

“Derivative Works” means any Materials that contain part of, reference or are otherwise derived from any of the On Demand Journeys Dataset (or any part of it) in any format;

“EE” means EE Limited whose registered address is One Braham, 1 Braham Street, London, E1 8EE, United Kingdom and whose registered number is 02382161;

“ePrivacy Directive” means the Directive on Privacy and Electronic Communications (2002/58/EC);

“Force Majeure Event” means any circumstances beyond the reasonable control of a party and unknown to such party at the date of this Agreement, including any fire, flood, earthquake or acts of God, epidemic, pandemic, war, embargo, riot, civil disorder, rebellion or revolution, or any serious industrial dispute;

“GDPR” means the EU General Data Protection Regulation (EU) 2016/679, and any amendment or replacement to it (including any corresponding or equivalent national law or regulation which implements the GDPR) and the UK GDPR, as applicable to the processing;

“Good Industry Security Practice” means the implementation of the security practices, policies, standards and tooling which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of activity under the same or similar circumstances;

“Incorporated Deliverables” means all or any part of the On Demand Journeys Dataset contained in any: (a) Derivative Works created by you or an Authorised User in accordance with Clause 4.1.3; or (b) Augmented Data created by you or an Authorised User in accordance with Clause 4.1.4;

“Intellectual Property Rights” means patents, trademarks and service marks (whether registered or unregistered), logos, trade names and business names, rights in or to internet domain names and website addresses, copyright (including future copyright), moral rights, database rights, rights in and to confidential information (including know how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered);

“Licensed Materials” means (a) the On Demand Journeys Dataset; and (b) the Incorporated Deliverables;

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

“Maintenance” means any work on the BT Network or the Service, including to maintain, repair or improve the performance of the BT Network or the Service;

“Materials” means literary or other works of authorship including specifications, software, routines, codes (including source code), interfaces, job control and other logs, databases, module, compilations of data, program listings, software tools, methodologies, tool kit, processes, scripts, manuals (including user and reference manuals), reports, plans, process and/or procedure documents, drawings, images, sound and other written documentation in any media and machine-readable text and files;

“Notice” means any notice to be given by one of us to the other under this Agreement in accordance with Clause 30;

“On Demand Journeys Dataset” means (a) the Data; and (b) any Materials which include the Data (including Visualisations), which are made available to you by BT (including via the On Demand Journeys Portal) in accordance with the terms of this Agreement;

“On Demand Journeys Portal” means the online web portal made available to you by BT to access the On Demand Journeys Dataset using the Tableau Software at the following URL: <https://prod-uk-a.online.tableau.com/#/site/activeintelligence/views/ODtripDashboard/LSOAdash?iid=1>;

“Permitted Purposes” means: (a) your own internal business purposes; and (b) subject to Clause 4.5, to fulfil your contract with your Client wherein Derivative Works are a complete deliverable;

“Privacy Policy” means BT’s privacy policy applicable to the Service, available at the following URL: <https://business.bt.com/privacy-policy/>;

“Request for Information” means a request for information under the Freedom of Information Act 2000;

“Service” means (a) use of the On Demand Journeys Dataset; and (b) if specified as part of your Service in the Order Form, access to and use of the On Demand Journeys Portal, in accordance with this Agreement;

“Service Start Date” means the “Service Start Date” specified in the Order Form;

“Supervisory Authority” means any competent authority responsible for supervising compliance with applicable Data Protection Legislation;

“Tableau Terms” means the terms and conditions of the Main Services Agreement between BT and Salesforce, Inc., and the Order Form Supplement for Tableau Products;

“Tableau Software” means the Tableau software, whether on-premise or cloud-based, provided to you by BT for you to access the On Demand Journeys Portal to view and download the On Demand Journeys Dataset;

“Term” means twelve (12) months on and from the Service Start Date;

“Transaction Taxes” means VAT, GST, sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Service;

“UK GDPR” means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments) (EU Exit) Regulations 2019 (as amended) as amended or replaced;

“Visualisations” means visualisations generated by BT using the On Demand Journeys Portal and based on the On Demand Journeys Dataset only; and

“Withholding Tax” means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.