BT Applications Software Licence Agreement

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In order to download and install the Software you must agree to the terms of this Agreement (including any terms that are displayed to you in a pop-up screen before you install the Software). In addition to agreeing to the terms of this Software Licence Agreement you are also bound by the Apps Store Terms of Service from where you have downloaded the BT Application.

This Agreement is a legally binding contract that should be read in its entirety. If you disagree with any of the terms below, BT does not grant you a licence to use the Software and you may not download it and should cancel or exit any installation you may have started. Declining this Agreement and the installation of this Software will not impact your ability to use other BT internet services.

Data provided by you during installation and certain other information is subject to the BT Privacy Policy, located at http://www.bt.com/privacypolicy

You agree that by installing the Software, you acknowledge that you are at least 18 years old, have read this Agreement, understand it, and agree to be bound by its terms.

BT reserves the right to update and change, from time to time, this Agreement and all documents incorporated into it by reference. You can always find the most recent version of this Agreement at www.bt.com/btfon. BT may change this Agreement at any time by posting a new version without notice to you. Use of the Software after any such change constitutes your acceptance of such changes.

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Software, documentation, and local electronic files installed or utilised by the installer application are owned by BT, and are licensed to you by BT on a worldwide (except as limited below), non-exclusive, non-sublicensable basis on the terms set out in this Agreement. This Agreement defines legal use of the Software, all updates, revisions, substitutions, and any copies of the Software made by or for you. All rights not expressly granted to you are reserved by BT or their respective owners.

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b. YOU MAY NOT:
   (i) decompile, reverse engineer, disassemble, modify, rent, lease, loan or distribute the Software (in whole or in part) or create derivative works or improvements of the Software or any portion thereof.

   (ii) incorporate the Software into any component of or the firmware of any device manufactured by or for you.

   (iii) use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent
with the terms of this Agreement.

(iv) use the Software to operate nuclear facilities, life support, or other mission critical applications where human life or property may be at stake. You understand that the Software is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which BT is not responsible.

(v) use or export the Software in violation of applicable UK, or other relevant laws or regulations.

(vi) sell, lease, loan, distribute, transfer, or sub-license the Software or access thereto or derive income from the use or provision of the Software, whether for direct commercial or monetary gain or otherwise, without BT's prior, express, written permission.

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BT may elect to provide you with customer support and/or software upgrades, enhancements, or modifications for the Software (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. BT may change, suspend, or discontinue any aspect of the Software at any time, including the availability of any Software feature, database, or content. BT may also impose limits on certain features and services or restrict your access to parts or all of the Software or the BT Applications web site without notice or liability. Additionally, for certain versions of the Software, in order to enhance the security of the Software or to fix bugs, from time to time, BT may automatically download and install updates to the Software with or without prior notification.

From time to time BT may automatically download the latest version of the Software and notify you when it's ready to install. Downloads of the Software may be limited by your ISP. If you wish to update your Software, you must agree to the terms of the then current Agreement, in order for the update to be installed on your device. BT is solely responsible for the maintenance and support of this application.

4. Fees and Payments.

BT reserves the right to charge fees for future use of or access to the Software in BT's sole discretion. If BT decides to charge for the Software, such charges will be disclosed to you 28 days before they are applied.

5. Disclaimer of Warranties
Use of the Software is at your sole risk and is provided on an “as is” basis.

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If the Software or any data accessed by using it proves defective, you (and not the BT Entities) assume the entire cost of all repair or injury of any kind, even if the BT Entities have been advised of the possibility of such a defect or damages.


Notwithstanding any other provision, nothing in this Agreement shall exclude or limit either party’s liability for the tort of deceit, fraudulent misrepresentation, death or personal injury caused by negligence.

BT will not be liable to you for claims and liabilities of any kind arising out of or in any way related to the use of the Software by yourself or by third parties.

BT is not liable to you for any and all direct, incidental, special, indirect, or consequential damages arising out your use or inability to use or access the Software, or any data provided through the Software, whether such damage claims are brought under any theory of law or equity. Damages excluded by this clause include, without limitation, those for loss of business profits, injury to person or property, business interruption, loss of business or personal information.

Information provided through the Software may be delayed, inaccurate, or contain errors or omissions, and BT will have no liability with respect thereto. BT may change or discontinue any aspect or feature of the Software or the use of all or any features or technology in the Software at any time without prior notice to you.

7. Indemnification.

You agree to indemnify and hold the BT Entities harmless from any claim or demand, including reasonable legal fees, made by any third party in connection with or arising out of your use of the Software, your violation of any terms or conditions of this Agreement, your violation of applicable laws, or your violation of any rights of another person or entity. You are solely responsible for compliance with agreements you have executed with third parties.


This Agreement and the relationship between you and BT are governed by the laws of England and Wales without regard to its conflict of law provisions. You and BT agree to submit to the personal and exclusive jurisdiction of the courts located within England and Wales.


This Agreement and any additional Terms of Use constitute the entire understanding between the parties respecting use of the Software, superseding all prior agreements between you and BT. In the event of any conflict between the terms of this Agreement and those in any Terms of Use, the terms of this Agreement will control, except to the extent that the Terms of Use impose additional restrictions and liabilities on your actions.
10. No General Waiver; Severability.

The failure of BT to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties’ intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.


Sections 2, and 4 through 11, will survive any termination of this Agreement.