

## **BT - SUMMARY OF CHANGES MADE**

As part of the Competition and Markets Authority's (CMA) consumer law compliance review, British Telecommunications Plc ('BT') voluntarily engaged with the CMA and agreed to change its terms and conditions as summarised below.

1. BT will ensure that its contract terms for existing and future customers of the BT cloud storage service will:
  - a. ensure that free accounts will not be terminated due to inactivity during the first 365 days of the contract;
  - b. ensure that consumers will receive 90 days' notice in writing where BT proposes to terminate a free account due to inactivity (after the first 365 days have elapsed); and
  - c. ensure that BT's liability is not limited if it fails to provide the service with reasonable skill and care.
  
2. BT has also agreed to amend the contract terms that provide it with a unilateral right to vary the service or price. BT has agreed to improve the transparency and fairness of the relevant terms by:
  - a. setting out the circumstances in which such a change could be expected to occur;
  - b. ensuring that where changes to the service or price cause the consumer any significant disadvantage, consumers:
    - i. will receive 30 days' notice in writing of the proposed change; and
    - ii. who do not wish to accept the changes to the service or price can cancel the contract without charge.
  
3. BT will ensure that the structure of the terms and the language used enables consumers to understand their rights and obligations under the contract.

## **DROPBOX INC AND DROPBOX IRELAND - SUMMARY OF CHANGES MADE**

As part of the Competition and Markets Authority's (CMA) consumer law compliance review, Dropbox Inc and Dropbox Ireland ('Dropbox') voluntarily engaged with the CMA and agreed to change its terms and conditions as summarised below.

1. Dropbox will ensure that its contract terms for existing and future UK consumers shall:
  - a. limit the circumstances in which Dropbox can suspend or terminate the contract without notice to:
    - i. where there has been a material breach of contract by the consumer;
    - ii. where providing notice would cause Dropbox legal liability or compromise its ability to provide the service to other users; or
    - iii. if Dropbox is prohibited from providing notice by law.
  - b. ensure that, in all other circumstances, consumers receive reasonable advance notice where Dropbox proposes to suspend or terminate the contract and consumers are given an opportunity to remedy their breach;
  - c. limit the circumstances in which Dropbox can discontinue the service to valid reasons clearly set out in the contract and, where this right is exercised, ensure that consumers are given reasonable advance notice and a pro-rated refund for services not yet provided;
  - d. ensure that Dropbox does not exclude or limit its liability for breaches of a consumer's statutory rights under the Consumer Rights Act 2015. In particular, Dropbox's liability will not be excluded or limited if it fails to provide the service with reasonable skill and care;
  - e. ensure that consumers receive reasonable advance notice before their contract is renewed and can exercise their statutory cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 whenever they enter into a new contract or renew a fixed term contract or upgrade their contract;
  - f. ensure that consumers can rely on local rights they have to bring legal proceedings in their local courts and under their local laws and that they can be sued by Dropbox only in those courts and under those laws;
  - g. limit the circumstances in which Dropbox can make changes to the terms or the service to valid reasons clearly set out in the contract and ensure that consumers receive adequate advance notice (at least 30 days) of changes to the terms, the service or the price, so that they have sufficient time to consider their position and decide whether to accept the changes or cancel the contract;

- h. ensure that consumers who do not wish to accept changes to the terms, the service or the price can cancel the contract and obtain a pro-rated refund for services not yet provided.
- 2. Dropbox will ensure that the structure of the terms and the language used enables consumers to understand their rights and obligations under the contract.

## GOOGLE INC. - SUMMARY OF CHANGES MADE

As part of the Competition and Markets Authority's (CMA) consumer law compliance review, Google Inc. ('Google') voluntarily engaged with the CMA and has agreed as follows:

1. Google will ensure that its contract terms for existing and future UK Google Drive customers will:
  - a. limit the circumstances in which Google can suspend or terminate the contract with notice to a material breach, or repeated breaches, of contract by the consumer and, where possible, ensure consumers are given an opportunity to remedy their breaches;
  - b. limit the circumstances in which Google can suspend or terminate the contract without notice to where providing notice would cause Google legal liability or disrupt other users' ability to access and use Google Drive;
  - c. provide consumers with 60 days' notice before discontinuing the service and give consumers an opportunity to retrieve their data from Google Drive;
  - d. ensure that consumers receive 30 days' notice of a price increase or storage plan decrease;
  - e. ensure that, where possible, consumers receive reasonable advance notice of material changes to the terms or material changes to the service that adversely impact the consumer's use, so that they have sufficient time to consider their position and decide whether to accept the changes or cancel the contract;
  - f. ensure that consumers with paid accounts receive advance notice where Google proposes to downgrade their account to a free subscription because the consumer has failed to make a payment;
  - g. ensure that consumers are able to bring legal proceedings in their local courts and under their local laws and that they can be sued by Google only in those courts and under those laws.
2. Google will amend the contract terms (for existing and future UK customers) that provide it with a unilateral right to vary the service or terms by setting out the circumstances in which variation might occur.

3. Google will ensure that the structure of the terms and the language used enables consumers to understand their rights and obligations under the contract.

## **MOZY INTERNATIONAL LIMITED - SUMMARY OF CHANGES MADE**

As part of the Competition and Markets Authority's (CMA) consumer law compliance review, Mozy International Limited ('Mozy') voluntarily engaged with the CMA and has agreed as follows:

1. Mozy will ensure that its contract terms for existing and future UK customers will:
  - a. ensure that, where reasonably practicable, consumers receive 30 days' notice by email or in-client message of changes to the service or terms which will significantly affect their use of the service;
  - b. ensure that consumers receive at least 30 days' notice in writing before their contract is renewed;
  - c. ensure that consumers receive at least 30 days' notice in writing, before their contract is renewed, of significant changes to the service or terms (including any changes to the price) which will apply to the renewed contract;
  - d. ensure that consumers can exercise their statutory cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 whenever they enter into a new contract or renew a fixed term contract;
  - e. ensure that where consumers cancel outside of the statutory period specified in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, they can obtain a pro-rated refund; and
  - f. ensure that consumers with paid accounts receive 10 days' written notice where Mozy proposes to terminate the contract because the consumer has failed to renew or failed to make payment.
2. Mozy has also agreed to amend the contract terms that provide it with a unilateral right to vary the service or terms, or to suspend or terminate the service, by setting out the circumstances in which variation, suspension or termination might occur.
3. Mozy will not require consumers to acknowledge that their statutory cancellation rights have been brought to their attention.