

TERMS AND CONDITIONS FOR SIM ONLY PLANS ON EE 12 MONTH AND 30 DAY PLANS

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To be eligible to join a SIM only plan on EE, you will need to pass our standard credit checks.

MINIMUM TERM

Minimum Term:

- If you choose a 12 month plan, you'll have to promise to stay with us for 12 months.
- If you choose a 30 day plan, you'll have to promise to stay with us for 30 days.

USE OF SERVICES

All services are for use in the UK only, unless specified otherwise.

Your monthly payment includes using mobile internet on your phone for checking voicemail and unlimited minutes and texts to customers of UK mobile networks and UK landlines starting with 01, 02 & 03. Calls to 0800, 0808 and 116 numbers are free and will not use up your minutes allowance. Your inclusive minutes and texts do not include 01, 02 & 03 landline numbers in Jersey, Guernsey and the Isle of Man and numbers starting with 08. Calls to numbers starting with 08, 070, 09 and 118 are not included in your inclusive allowance of minutes.

Calls to numbers starting with 084, 087, 09 and 118 will be split into two parts

- the Access Charge – this is the amount that is charged by EE. From 10 February 2016 this will be 50p (41,7p excluding VAT) per minute
- the Service Charge – this is charged by the organisation you are calling. The amount of the Service Charge is set by them, and should be stated anywhere the number is advertised.

The Access Charge is added to the Service Charge to give your total cost of call. For further information see ee.co.uk/price-plans

These plans are for normal person to person use from your phone and are subject to your acceptance of our standard terms and conditions for pay monthly services. We monitor use in accordance with those terms.

The terms state that you can't use these plans to sell access to our network to anyone else. They are also not to be used for anything unlawful or to send nuisance communications. We'll decide that you're breaking these terms if you text and call more than 300 different numbers in a month. Remember, we're free to decide that other types of use may also be breaking this term. If you do break this term, we'll contact you and ask you to stop and if you don't then we may disconnect your SIM card from our network.

Any RPI increase in 2016 will not apply to any plans signed up to from 10 February 2016. All plans will be subject to any RPI increase in 2017.

DATA ALLOWANCE

Each mobile internet option gives you a data allowance to use each month. We'll let you know by text message when your data is running low (80% of your allowance is used up) and when it has run out. You can use mobile internet on your phone to make internet phone calls ('VoIP') or to use your phone as a modem ('tethering').

Remember, you can use mobile internet on your phone for peer to peer file sharing but your speed will be slower than usual as we monitor our network to protect it for all customers. Please

see the network management policies on our website for more information. We won't charge you any more if you reach your monthly data allowance, but you won't be able to use mobile internet. To continue to use mobile internet after you've used up your current month's data allowance, you'll need to buy one of our data add-ons which will allow you to use mobile internet until your next bill date.

4GEE SPEEDS

Essential EE Plans give you access to speeds of up to 20Mbps. 4GEE Plans give you access to 4G speeds of up to 60Mbps and 4GEE Max Plans give you uncapped speeds (up to 90Mbps are available in select areas of London) You can only use mobile internet or make calls on our 4G network if you are within a 4G enabled area and in range of a 4G base station. You'll need a 4G compatible phone to make and receive calls over our 4G network. Roaming is not available with 4G calling. 4G is currently only available in select areas of the UK. Your 4G phone may not be compatible with other UK 4G networks or 4G networks outside the UK. You can check you 3G and 4G coverage at ee.co.uk/coverage.

ROAMING (4GEE and 4GEE Max plans only)

Inclusive roaming benefits are available to UK based customers only. Your SIM must be used in the UK at least once every 30 days to make calls and use mobile internet.

You may be required to pay a refundable deposit for roaming benefits. The deposit will be credited back to your account when you have established a good payment history with us . If you choose not to pay the deposit, the the roaming benefits on your plan will not be available until you have established a good payment history with us. Payment of the full outstanding balance on your account by the due date advised on your bill for consecutive months will accelerate this.

Inclusive roaming benefits include making and receiving calls and texts to and from mobiles and landlines whilst you are in a country included in our Europe Zone. Our Europe Zone presently includes: Austria, Azores, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Canary Islands, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, San Marino, Saint Martin, Saint Barthelemy, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City. For example:

- calls and text within France are included;
- calls and texts from France to the UK are included; and

calls and texts from France to Germany because both are included countries

The maximum call duration per call made using inclusive roaming allowances is 120 minutes after which time, you must redial to continue the call.

Allowances do not include calls to:

- calls or texts to any international mobile, landline or premium rate numbers whilst in the UK. Any such calls will be charged at your normal plan rate;
- making/receiving calls and/or texts or using data whilst roaming on a satellite network (access to such networks from your normal phone are offered on some aeroplanes and ships whilst in flight or away from land);and

- making/receiving calls and/or texts whilst in an included country to a non-included country (see above for full list of included countries). For example calls and texts to and from France to Afghanistan are not included within your allowance.

If you're on a plan that includes roaming benefits, you can use up to 15GB of your plan's inclusive data allowance in our Europe Zone (described above). If you use all of your monthly data allowance, you'll have to buy an add-on to continue using the internet. We'll use SMS alerts to let you know when you're running low on data and how to buy data add-ons that can be used in the UK or abroad. Your 4G phone may not be compatible with other UK 4G networks outside the UK.

BT SPORT APP (Free Access on 4GEE Max plans only)

To use the App you'll need a compatible mobile phone containing an EE SIM card. The App is for personal, non-commercial use only. You must download and use the App on a device that uses the latest IOS, Android or Windows operating systems. The App provides you with inclusive access to sport and other related content (the "Content") Before using the App, you must ensure that you or your household has a TV licence. You must not attempt to view, whether directly or indirectly, the Content on digital media players. For example, televisions, computers or any other portable equipment capable of receiving or transmitting television broadcasts. If you use 4GEE when using or streaming Content from the App, your Price Plan's inclusive data allowance will decrement. Your data allowances will also decrement when downloading the App, although it is currently free to download from GooglePlay, the Windows Store or the Apple App Store.

Before downloading the App you must visit www.bt.com/eesport to register for a unique BT ID that will enable you to access the App and its Content. When registering, you must provide BT with some personal information, such as Your EE customer telephone number and email address. The information you supply when creating a BT Sport account will be processed in accordance with BT's privacy policy. Visit www.bt.com/privacy for more information. There may be times when we have to share information about you with BT and vice versa. This will happen in limited circumstances that relate to the administration of your BT Sport account and to prevent fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here www.ee.co.uk/privacy-policy.

The Content provided via the App is intended to cover a wide range of sporting interests. BT may choose to add or remove Content from time to time and it cannot guarantee the availability of any particular programmes, sporting events or channels. If you commit a material breach of BT's terms and conditions, we will be informed by BT and the Additional Service will be suspended or the BT Sport App removed from your Account. If this happens, we will not be responsible for providing you with a substitute service or for any other losses you may incur as a result. We may also suspend access to or terminate your contract for the Additional Service if you fail to pay a bill by the date set out on it or commit another material breach of your Agreement for mobile network services (visit ee.co.uk/terms to read the latest version of our terms and conditions). Other terms apply, see ee.co.uk/btsportaddonterms.

UPGRADES

Upgrades (12 month plans):

- Existing EE, Orange or T-Mobile customers who have moved to a 12 month SIM only plan from a handset plan can move back to a handset plan at any time during their 12 month contract.
- Existing EE, Orange or T-Mobile customers who have moved from a PAYG plan need to stay on their 12 month SIM only plan for 6 months before they can move to a handset plan.
- New customers (not previously with EE, Orange or T-Mobile) also need to stay on their 12 month SIM only plan for 6 months before they can move to a handset plan.
- A fee to upgrade before the end of the 12 month minimum term may apply.
- SIM Access customers will need to have been on their plan for 10 months before they can move to a handset plan, this will be dependent on payment history.

Upgrades (30 day plans):

- If you choose a 30 day plan and you decide to upgrade or cancel your contract, you'll have to give 30 days' notice to us by phone.

SIM ACCESS

These terms are in addition to our standard SIM plan terms where applicable and are subject to the restrictions outlined below. Offered at our discretion to those customers unable to obtain a standard SIM plan due to not passing the credit check. 12 month minimum term. All services for use in the UK only, unless specified otherwise. No deposit required. Not compatible with sharer plans. Not eligible for multi-line discount, roaming, premium or international calls.

MINUTES & TEXTS: UK to UK mobiles & landlines starting with 01, 02 and 03 (excluding Jersey, Guernsey and the Isle of Man). Out of allowance calls to these numbers cost 50p/min. General: Calls to 084, 087, 09 & 118 numbers are not included; you'll be charged EE's Access Charge of 50p/min plus the applicable service charge. See the EE Price Guide for a detailed list of service charges. If you call a 070 you'll be charged up to 75p/min. See ee.co.uk for our Price Guide & more info. Once you use up your data, you'll be required to buy a data add-on to continue using your device for that purpose. The credit limit is £30 which may be increased at our discretion from time to time. Once the credit limit is reached the service will be suspended. Once the balance is cleared the service is restored. Some charges may not be recorded against your account immediately so the charges could exceed your credit limit before your account is suspended.