



# APPLE MUSIC ADD- ON TERMS

Version 2

Date 28 March 2017

## The Offer & Eligibility

1. Six months' free access (the "Free Period") to an Individual Apple Music subscription (the "Subscription") on the Apple Music App (the "App") is available to:
  - a. New customers taking a Pay Monthly phone or SIM plan; and
  - b. Existing customers upgrading to a new EE Pay Monthly phone or SIM plan and taking the Apple Music add-on for the first time;
2. Availability is subject to credit status.
3. Only available to customers using a compatible mobile phone using the iOS or Android operating systems.
4. Not available to customers on a 4GEE WiFi or Tablet Price Plan or customers with a device any operating system other than iOS or Android.
5. The Free Period is only available to customers taking the add-on within 30 days of joining or upgrading and re-committing to a new minimum term.
6. The Free Period will start as soon as we accept your request for the add-on and will run in six consecutive months and cannot be deferred, paused, transferred to another EE customer of any type or redeemed in stages.
7. The Subscription is provided on a 30 day rolling contract. Following the Free Period, you will be charged £9.99 (inc VAT) (£8.33 ex VAT) a month unless you choose to cancel. We'll apply the charge to your Account each month until you ask us to remove it. You can cancel the add-on at any time but you'll need to tell us at least 48 hours before we issue your monthly bill. If you don't, a non-refundable charge for the Add-On will be applied to your Account and you'll continue to get the Additional Service until your next bill is issued.
8. If you choose to upgrade, move plans or enter into a new contract for mobile services, you'll be unable to get the six months free offer again.
9. The Subscription is provided to you as an Additional Service and does not form part of your Price Plan with us. This Additional Service can be added to each eligible line on your Account. We'll refer to it as an add-on in MyEE, on your bill, online and when you

call or text customer services. You cannot have more than one Add-On of this type per eligible line registered to your Account.

10. Before requesting an add-on for this Additional Service you must acknowledge and understand that any change to the add-on's cost or the Service, will only entitle you to cancel the Additional Services. Such changes do not entitle you to cancel your Agreement with us for mobile network services.
11. If you choose to cancel the add-on, for whatever reason, or if we have to remove it from your account because you've failed to comply with iTunes' terms and conditions applicable to your use of the App, you'll forfeit the opportunity to add the add-on to your Account again for a free period.
12. If you have had the add-on and cancelled it, you may be entitled to reapply it to your Account as a chargeable add-on, see paragraph 7 above for details. You will not be entitled to benefit from another Free Period.
13. When entering into a contract for digital content you're entitled to a 14 day cooling off period. Once you've entered into a contract for this Additional Service, you'll have 14 days to tell us you've changed your mind. However, once you've accessed the App and entered or registered for an Apple ID (see below) we'll assume that you've decided to waive this right to change your mind and you'll lose your right to cancel, except in accordance with the cancellation process described above.
14. We may 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 [here](#) to read the latest version of our terms and conditions).

## The Service

15. The Subscription provides you with access to digital music and other related content (the "Service") on the App and allows you to stream Apple Music to a single device at a time.
16. The Service is for personal and non-commercial use only.
17. You must download and register the App on a mobile device containing an EE SIM card that uses either iOS 8.4 or Android 4.3 or above. The App is provided by iTunes ("iTunes"). You must read and

accept the terms of use for Apple Music. Full terms can be found at [apple.com/uk/legal/internet-services/itunes/uk/terms.html](http://apple.com/uk/legal/internet-services/itunes/uk/terms.html)

18. If you are an existing Apple Music member you will need to cancel your existing subscription directly with iTunes. If you do not, you will continue to be charged by iTunes.
19. To access some features of the Service (including downloading for offline use) you will be required to enter an Apple ID. If you do not have an existing Apple ID, you will be required to register for one. When registering, you must provide iTunes with some personal information, such as Your name, birth date, email address, passcode and responses to security questions. The information you supply when creating an Apple ID will be processed in accordance with Apple's privacy policy. Visit <http://www.apple.com/uk/privacy/>. for more information. We will contact you to remind you to create an Apple ID in order to make full use of the service.
20. We will share information about you with iTunes and vice versa. This will happen in circumstances that relate to the administration of your Subscription and to prevent and detect fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here <http://ee.co.uk/privacy-policy>.
21. Access to the App is available using your mobile data or over WiFi. If you use data when using the Service, your EE 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 App is pre-loaded on Apple devices, but can be downloaded from the Apple App Store if required. If you are using the App on a non-EE mobile device, data charges from your mobile provider may apply.