

## Pay as you go terms and conditions

The legal terms You need to know about Your pay as you go mobile communications service. Version 02 dated 3<sup>rd</sup> April 2023.

Here's a brief summary of some key points which We'd like to draw to Your attention. They're a useful guide to the Agreement, but aren't part of it. You should still refer to the terms and conditions below.

1. **Our Network:** You can use Our Network to make and receive calls and texts and use the internet. If You have 4G compatible Equipment and Price Plan, You can use Our 4G Network. We will try to provide a high-quality Network to You at all times. However, We cannot guarantee that We will always be able to provide Network coverage. You need to check the coverage You might get before buying the Services on Our coverage checker which can be found on Our website (ee.co.uk). The availability and quality of the Services are affected by a number of things such as the number of people using the Network and Your location. See points 3.1 and 3.2 of the terms and conditions.

2. **Changing the Terms and Charges.** We may change the terms and conditions or the Services. If We do, We'll give You Written Notice when We can before the change takes effect (See point 2.4 of the terms and conditions). We may also increase or decrease Our prices. Some price increases may give You the right to leave the Agreement and claim back any unused Credit (See point 7.2.3 of the terms and conditions).

3. **Unused Credit.** You cannot claim back any unused Credit except in specific limited circumstances. Point 7.2.3 explains what these circumstances are.

4. **Breaking this Agreement.** There are instances in which, because of something You do or do not do, We can suspend or disconnect You from the Services and/or end this Agreement. (See points 3.5, 6.1.2 and 7.3 of the terms and conditions.)

5. **Lost or Stolen Equipment.** If either Your Equipment or SIM Card are lost or stolen, please call customer services as soon as You realise it's lost or stolen. You will be responsible for any activity on Your Account before You told Us. (See points 2.3.1 and 4.9 of the terms and conditions.)

6. **Our liability to You.** There are certain circumstances in which Our liability to You is limited or excluded. (See point 5 of the terms and conditions.)

7. **Your Information.** You and anyone who You buy the Equipment for agree that We, Our Group Companies and Our carefully selected business partners can use information about You including information about Your use of Our Network and Services and related products. We and such parties may also use the location of the Equipment that You are using with the Network to tell You about Our products and services and third party offers that may be of interest to You and for research and analytics purposes. You can ask us to stop sending You direct marketing at any time (see point 10.2 of the Agreement).

8. **These key points.** Remember that We've set out some of the key points of the Agreement between You and Us. They aren't a substitute for what the main Agreement says, and if there's a clash between what the main Agreement and what these key points say, then what the Agreement says is right.

If You would prefer the terms and conditions in large print, on disk, or in braille, please call Our customer services team on 150 from Your EE mobile phone.

### The full terms of Your pay as you go Agreement

#### 1. Definitions

When We use these words they have the following meanings:

**'Account'** – the account in which We record Your Credits and Charges for Services;

**'Additional Service'** an optional/extra Service not part of Your Price Plan, including but not limited to, add-ons, premium rate services, additional products and services added to Your Price Plan, Content, directory enquiry services, Roaming and international services and/or third party services, the Charges and terms and conditions for which are set out in Our PAYG Non-standard Price Guide;

**'Age Restricted Services'** any Services which You need to be over a certain age to use;

**'Agreement'** these terms and conditions between You and Us for the use of the SIM Card to access the Services, together with the PAYG Price Guide and PAYG Non-standard Price Guide referred to throughout;

**'Allowance'** the amount and type of Services which may be provided as part of Your Price Plan or Additional Service;

**'Charge'** the charges related to this Agreement or the Services, and which include by way of example only, charges for calls, text messages, data or for an Additional Service;

**'Connection action'** an action that must be taken to maintain connection. Connection actions include by way of example only, topping up Your Account, using data and making a chargeable call or sending a chargeable text. A full list of connection actions is set out in Our booklet of Charges;

**'Consumer'** a real person entering into the Agreement and/or using the Services for purposes outside his/her business;

**'Content'** all information whether textual, visual, audio or otherwise, appearing on or available on a one-off payment basis through the Services whether supplied by Us, including by way of example only, a ringtone;

**'Credits'** the amount(s) successfully credited against Your Account;

**'Equipment'** any equipment that You use to access the Services;

**'Group Companies'** EE Limited Group which includes EE Limited, its subsidiaries and any parent undertakings;

**'GSM Gateway'** means a device which uses one or more SIM Cards and allows the Services to be routed from a fixed line telephone through a wireless link onto a mobile network;

**'Network'** the communications infrastructure which is used to provide the Services and any other type of communications system which may be provided by Us now or in the future;

**'OFCOM'** The Office of Communications that regulates the communications industry, including Us;

**'PAYG Non-standard Price Guide'** the booklet of Charges not part of Your Price Plan including, by way of example only, Charges for Additional Services, and relevant terms and conditions for which can be found on Our website;

**'PAYG Price Guide'** the booklet of Charges for pay as you go Price Plan Services which can be found on Our website;

**'Portal'** the exclusive selection of Content indicated to be available from Us and/or Our partners which You can access from the Equipment using wireless application protocol technology and/or by using the mobile internet;

**'Price Plan'** the underlying pay as you go plan provided to You by Us and allowing You to access the Services the Charges and terms and conditions for which are set out in Our PAYG Price Guide;

**'Roaming'** using Your SIM Card to connect to another network whilst You are outside the UK;

**'Service'** a service provided to You by Us including by way of example only, the types of call You can make, messages You can send, data You can use and any Additional Service or Upfront Charged Service;

**'SIM Card'** the card provided under this Agreement and used with Equipment to get Services;

**'UK'** the United Kingdom of Great Britain and Northern Ireland;

**'VAT'** value added tax at the prevailing rate;

**'Virus'** any manipulating program which modifies other programs and/or replicates itself;

**'We', 'Us' and 'Our'** EE Limited (company number 02382161), whose registered address is 1 Braham Street, London E1 8EE;

**'Written Notice'** sending You either: (1) an electronic message to Your SIM Card which may contain a cross reference to Our website for further information; or (2) a letter to Your postal address that You have registered with Us; or (3) an email to the email address that You have registered with Us. Each will tell You that a change is going to happen and what that change is. Our website, letter or email will contain an explanation of why the change is happening and provide You with any relevant before and after information. For changes to Additional Services that are Content accessed through the Portal, unless We send You anything, by stating clearly on the Portal what change will be made to Content available there;

**'You'** and **'Your'** the customer who is a party to this Agreement.

## 2. Our Agreement

2.1 This Agreement starts when We accept Your request for Services. You are deemed to accept these conditions when Your Account is first credited, or You otherwise use Your SIM to access the Network.

2.2 We will open an Account for Your SIM Card. We will apply Credits to Your Account and deduct Charges from the Credits when You use or buy Services. You can also buy Services directly via a credit or debit card. We will connect You to the Services as soon as We can.

2.3 The following terms apply to SIM Cards:

2.3.1 If a SIM Card is lost, stolen or damaged, You should call customer services as soon as reasonably possible for a new one (see point 4.8). We may charge for a replacement.

2.3.2 We own the SIM Card and license You to use the telephone number associated with it. You can only use a SIM Card to use the Services.

2.3.3 We can change a SIM Card's phone number(s) if We have a good reason, for instance, a legal reason or where We are required to do so by a law enforcement body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new phone number will apply to Your SIM Card once any notice period that We are able to give You has run out.

2.3.4 We reserve the right to recall any SIM Card from You at any time to enhance or maintain the quality of the Services or Your Equipment.

## **2.4 Changes to Our Agreement**

2.4.1 We will make a copy of Our current version of these terms and conditions available on Our website. We can change these terms and conditions for any good reason, for instance, if We want all customers on the same conditions.

2.4.2 If You have registered with Us We will give You Written Notice and tell You 30 days before We do this. We may also place a recorded announcement on the EE Pay as you go automated calling service. The new terms and conditions will apply to You once that notice has run out, unless You terminate Your Agreement with Us within that notice period.

2.4.3 If You are a Consumer and the change is of material detriment to You, We will refund any unused Credit on Your Account if before the change occurs You write to us requesting that We disconnect Your SIM Card from the Network and refund Credit that is on Your Account at the time of such disconnection. See point 7.2.3 for details of the other situations where We may refund unused Credit.

2.4.4 We can change these terms and conditions if new laws or rules make it necessary or where We are required to do so by OFCOM or any other regulatory body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new terms and conditions will automatically apply to You once any notice period that We are able to give You has run out.

## **3. Our Services**

3.1 We will always try to make the Services available to You but sometimes they may be unavailable as a result of, or be affected by:

3.1.1 things like the weather and faults in other networks;

3.1.2 degradation, the number of people using the Network or maintenance requirements of the Network including (but not only) re-positioning and/or decommissioning of base stations;

3.1.3 Your location when using the Services. For example, coverage is affected if You are indoors and/or by the thickness of the walls;

3.1.4 the country in which You use the Services. Some overseas networks do not provide the same coverage as in the UK. You also may not be able to use some of the Services when You are Roaming; or

3.1.5 the Equipment You use to access the Network.

3.2 At any time Our Network comprises lots of different types of technologies. The Services are made available provided You are in range of base stations forming part of the relevant technological Network when trying to use any particular Service. For example, You can only use 4G Services when You are in range of a 4G base station (which may only be available in certain geographical areas) and so on as any new Network technology is made available to You. You may have to connect to a particular Price Plan and/or use particular Equipment to gain access to certain Services. You are responsible for ensuring that the Equipment You use is compatible with the Services, and has the necessary software updates and installations required in order to access the Services. You should check Your coverage using the coverage checker on Our website before requesting the Services. Any coverage maps are Our best estimate of outdoor coverage but not a guarantee of service coverage which may vary from place to place.

3.3 You may use the Service to contact the emergency services for free by calling 999 or 112 (or by sending an SMS to 999 if You are registered to contact emergency services by SMS) provided You are in range of a base station forming part of Our Network. If You are not within range of one of Our base stations, or if Our base station is not transmitting for any reason, Your Equipment may try to use another mobile network to connect Your call to the emergency services. Depending on Your Equipment, Your approximate location using certain location data may be provided to the emergency services. See Your Price Plan terms and conditions for any other restrictions on access to emergency services.

3.4 We reserve the right to manage Your use of Our Network in order to protect it for the use of all of Our customers. We may therefore apply traffic management controls from time to time. Details of Our current policy are on Our website.

3.5 The Services are made available provided that You also comply with the following conditions, which are a fundamental part of this Agreement between You and Us:

3.5.1 The Services are not used for anything unlawful, immoral or improper;

3.5.2 The Services are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls;

3.5.3 The Services are only used with Equipment approved for use with the Network and all relevant laws and rules are followed;

3.5.4 The Services are not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property right or otherwise unlawful;

3.5.5 The Services are not used to access or use Content in a way that infringes the rights of others;

3.5.6 The Services are not used otherwise than in accordance with Our and any other networks' policies for acceptable use, and (if appropriate) any relevant internet standards;

3.5.7 You give Us information We reasonably ask for;

3.5.8 All reasonable instructions We give You are followed;

3.5.9 You comply with any fair use policy applicable to Your use of the Services and if You are in breach of that policy You comply with any reasonable instructions that We issue to You to enable You to remedy that breach and to continue to use the Services;

3.5.10 The Services are not to be used to gain access to the services of a third party voice over internet protocol calling provider unless permitted by the terms and conditions of Your Price Plan;

3.5.11 You must not operate, whether directly or through a third party, any device to route or re-route voice, data or other Services on, from or to the Network, including but not limited to:

- i. a GSM Gateway, commonly known as a 'SIM box';
- ii. a device used to forward or divert calls with the intention of reducing Your charges for that call without Our express prior written consent; or
- iii. illegal repeaters (a device to boost coverage which is unlicensed and used without our express prior written consent);

3.5.12 You must not sell or attempt to sell or otherwise provide commercial services using Our Network to any third party without Our express prior written consent;

3.5.13 You, or anyone who uses Your SIM Card, must not damage the Network or put the Network at risk, or abuse or threaten Our staff;

3.5.14 Any information You give to Us, on which We may rely in making decisions concerning the provision of Services under this Agreement, must be true at the time You give it; and

3.5.15 You must not access any Age Restricted Services unless You are older than the required age. If You are allowed to access Age Restricted Services, You must not show or send content from the Age Restricted Services to anyone younger than the specified age. If You let anyone under the specified age use Your Equipment, You must deactivate access to the Age Restricted Services.

3.6 Any failure to comply with any of the points in point 3.5 will entitle Us to suspend or disconnect the SIM Card from the Network. We will also be entitled to terminate this Agreement.

3.7 By using the Services You consent to Us copying and/or modifying images or information You have created where such copying and/or modification is carried out for the purposes of transmission. This also applies where You use the Portal.

3.8 If You access the Services on or near the border of the Network and the network of any third party, You agree that You may not be able to access the Network but may instead be connected to the network of one of Our Roaming partners. Calls that You make will then be charged as if You were Roaming and those calls will not come out of any Allowance (unless the PAYG Price Guide states otherwise). Details of how to avoid inadvertent Roaming can be found on Our website.

3.9 Allowances which include (or Charges which are for) calling a UK mobile number will exclude calls to networks in the Isle of Man and the Channel Islands. Calls to customers of certain UK mobile networks may also be excluded. Please refer to Our PAYG Non-standard Price Guide for details.

3.10 We'll use Our reasonable efforts to make commercial arrangements to enable You to access other networks so that You can use the Services whilst Roaming. We can't guarantee the quality and coverage that any other network may provide. Additional Charges for Roaming are set out in Our PAYG Non-standard Price Guide. You may have to ask Us to set up Your Account for Roaming.

3.11 We will allocate You a phone number to use with Your Equipment on the Network. You may also use a phone number transferred to Us from another mobile network operator. You can also take Your telephone number with You when You leave Our Network. We will transfer Your telephone number to or from Our Network.

#### **4. What and how You pay**

4.1 Our Charges are set out in Our booklets of charges, called PAYG Price Guide and PAYG Non-standard Price Guide. We update these booklets from time to time. You can obtain up to date copies by referring to Our website or calling customer services.

4.2.1 When You top up, We will apply Credits to Your Account, and deduct Charges from that Credit for Services as set out at in Our PAYG Price Guide and PAYG Non-standard Price Guide.

4.2.2 If You buy Services directly via a credit or debit card We will charge to that card the Charge for the relevant Service until You tell us You no longer want the Services.

4.3 You are responsible for all Charges correctly deducted in accordance with this point 4.

4.4 If at the time We attempt to deduct a Charge You do not have sufficient Credit on Your Account or Your payment card transaction is declined, that Charge will fail and You will not be able to use or buy the Services for which We are attempting to Charge You.

4.4.1 When all Credits on Your Account have been used up and You have no Allowances to use You will not be able to use the Services until a further Credit is made to Your Account or You buy more Services directly via a payment card.

4.4.2 Where all Credits on Your Account have been used up but You have an unused Allowance, You will be able to use such Allowance but not any Service(s) other than that Allowance, until a further Credit is made to Your Account.

4.4.3 You will still be able to make calls to the emergency services and to Us whilst Your SIM Card is connected to the Network. You may receive calls and text messages (except for any reverse billed services) whilst Your SIM Card is connected to the Network.

4.5 You must also have sufficient Credit on Your Account to enable You to make a call of one minute's duration or to send or receive a minimum of 24 kilobytes of data. Minimum balances reserved for the first Service activated will not be available for any subsequently activated, yet concurrently used Service. Services used simultaneously will be charged for simultaneously. We will not pay interest on Credit held on Your Account.

4.6 We will not refund Credit in any circumstances except as set out in point 7.2.3.

4.7 If You have registered with us, You agree to notify Us of any change to Your address. Where We have reason to believe that Your address has changed, We will amend Our records and treat You as an unregistered customer.

#### **Charges Generally**

4.8 You are responsible for all Charges applied to Your Account or a payment card, except Charges applied after You called customer services to advise that Your SIM Card has been lost, stolen or damaged, as long as You have made such call as soon as reasonably possible after discovering the SIM Card is lost, stolen or damaged (see point 2.4.3).

4.9 Charges for calls and messages to certain numbers outside of those permitted by Your Price Plan or in any Allowance You have, such as premium rate numbers or non-geographic numbers, or for Additional Services are set out in the PAYG Non-standard Price Guide.

4.10 You may be able to use the Service to buy goods and/or services from third parties. You may be able to pay for that through Your Account. It is Your decision whether or not to enter into a legal relationship with that third party, who You may not have heard of or bought from before. If You do buy from a third party using the Service, unless We say otherwise, You will have a direct relationship with that third party even if You pay for the goods and/or services with Your Account. As We will not be a party to that agreement between You and that third party, We won't be in any way responsible for any loss or damage You may suffer because of Your contract with that third party.

#### **5. Our Liability to You**

5.1 We are only liable to You as set out in this Agreement. We have no other duty or liability to You.

5.2 Nothing in this Agreement removes or limits Our liability for death or personal injury caused by something We have done or failed to do or for any fraudulent misrepresentation We may have made to You.

5.3 Except as set out in points 5.1 and 5.2, Our total liability to You for something We or anyone who works for Us does or does not do will be limited to £3,000 for one incident or £6,000 for a number of incidents within any 12 month period.

5.4 If You are not a Consumer, We are not liable to You in any way for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement. This includes but is not limited to loss of income; business; anticipated savings (meaning costs You expected to avoid by using Equipment or Services) or anticipated profits, loss of property or loss of use of property.

5.5 If You are a Consumer, We are not liable to You in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement.

5.6 You must tell Us about any claim as soon as reasonably possible.

5.7 We will not be liable to You if We cannot carry out Our duties or provide Services because of something beyond Our control.

5.8 We will not be responsible for any harm You suffer from a Virus which infiltrates Your Equipment, whether it was transmitted via the Services or otherwise. You remain responsible for all Charges applied to Your Account(s) for the use of any Services activated by such a Virus.

5.9 This point 5 will apply even after this Agreement has been terminated.

## **6. When We may suspend or disconnect the Services**

6.1 We may suspend the Services or terminate this Agreement and disconnect any SIM Card from the Network without warning if:

6.1.1 The Network breaks down or needs maintenance. We will try to make sure this does not happen often; or

6.1.2 You or anyone who uses Your SIM Card does not keep to the conditions of this Agreement, or any other Agreement with Us.

6.2 You are liable for Charges during suspension unless We decide otherwise. Where there is disruption to the Network, for example issues with Network coverage, speed or other aspects of Your Service (including disruption described at point 6.1.1) You must let Us know by calling Us. We'll investigate and take steps to resolve the disruption reported. You may be entitled to a discount, depending on the nature of the disruption You experience. In addition, You may also have legal options, for example the right to require Us to fix the problem, or the right to a refund under the Consumer Rights Act 2015. For more information about these rights, visit [adviceguide.org.uk](http://adviceguide.org.uk).

6.3 You must make a Connection Action at least once every 180 days. If You do not, Your SIM Card will be disconnected from the Network and You will not be able to use the Services. You will lose Your mobile phone number and any Credit on Your Account at the time of such disconnection will be forfeited.

6.4 We can charge to reconnect You to the Services except where something in point 6.1.1 happened.

6.5 Rules regarding how long Your Credit is valid for may apply to Your Account at any time. Full details of any such rules are set out in the PAYG Price Guide.

6.6 The rights that We have under this point 6 are in addition to the other rights that We have to suspend and/or terminate the Services and/or suspend or terminate this Agreement as set out in the following other points of this Agreement: 3.5 and 7.3.

## **7. Changing Charges and terminating this Agreement**

7.1. Changes to Services and Charges

7.1.1. We can lower any Charge at any time without telling You beforehand, although We will try to tell You if We can.

7.1.2. We can suspend, change, increase the price of or withdraw part or all of the Additional Services on giving active users of the Service a reasonable period of Written Notice. The change will then apply to You once that notice has run out. An active user for the purposes of this point 7.1.2 is someone who has used the Services in question within the 30 days prior to Us giving Written Notice.

7.1.3. We can suspend, change or withdraw Your Price Plan. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.

7.1.4. We can increase any Price Plan Charge. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out unless You terminate this Agreement within that notice period.

## **7.2 Your termination rights**

7.2.1 You can cancel this Agreement at any time.

7.2.2 You can only give Us notice to terminate this Agreement by calling customer services. Your Agreement will terminate when We receive Your call.

7.2.3 You will not be able to claim back any unused Credit on Your Account except in the specific circumstances set out below:

7.2.3.1 Our entitlement to operate the Network ends at any time; or

7.2.3.2 You are a Consumer and the change that We gave You Written Notice of in point 2.4.3 or 7.1.4 above is of material detriment to You and You give Us notice to immediately cancel this Agreement before the change takes effect and write to Us requesting that We refund Credit on Your Account at the time of such disconnection.

7.2.3.3 You have requested a code to port Your number to another network (known as a PAC Code or a STAC Code) and within 30 days of porting Your number You call Us to request the unused Credit be returned to You. In this case We will arrange to refund the unused Credit to You up to a maximum of £50. We may deduct from the unused Credit an amount to cover Our processing costs.

7.2.3.4 You cannot claim back any amount in respect of unused Allowances.

## **7.3. Our immediate termination rights**

7.3.1. We can terminate this Agreement immediately, if any of the following happen:

7.3.1.1 You break an important condition of this Agreement or a number of less important conditions;

7.3.1.2 You break a less important condition of this Agreement and do not put it right within 7 days of Us asking You to; or

7.3.1.3 any licence of Ours to run the Network is ended. However, as described in point 7.2.3.1 You would be able to claim back any unused Credit that is on Your Account.

## **8. Portal access**

8.1 If You have Equipment which enables You to access the Portal this section applies to You:

8.2. We will try to maintain Content on the Portal which is within Our control, but We can't promise that it will always be complete, accurate and up to date. We aren't responsible to You or any third party for any action You take because You relied on what We said or how We provided Content on the Portal.

8.3. We will try to give You Written Notice (as described in point 7.1.2 above) a reasonable period before changing an Additional Service which is Content. However, We may have to change, suspend, withdraw or increase the price of Content without giving You any warning. The new nature of the Content will be clear before You buy the Content following any change and if You then purchase the Content following the change, We will take that as acceptance of the new Content and its price.

8.4. We may provide links to other third party websites which may include links to the websites of Our partners. If You follow those links, You will be leaving the part of the internet or Portal that We or Our partners control. Because of that, any content or webpage that You access (directly or indirectly) is the responsibility of the third party who makes that content or webpage available to You. We don't check (and so We don't necessarily recommend) what is available on any third party website. We can't make any promise to You about whether the content on any third party website is accurate, complete or reliable. We also cannot promise that the website will work for as long as You need it or whether it will even work at all.

8.5. You (and not Us in any way) are entirely responsible for anything that You upload, e-mail, post or otherwise transmit via Portal access. You agree that You will obey any acceptable use policy or fair use policy that We may have. If You fail to do so, points 3.5.9 and 3.6 will apply.

8.6. Your ability to access a secure internet environment will be dependent on Your Equipment and the third party supplier of Content.

8.7. This point 8 will apply even after this Agreement has been terminated.

## 9. General

9.1 You need to get Our explicit consent before You can transfer or try to transfer any of Your rights and responsibilities under this Agreement. We may transfer any of Ours without Your permission, provided the level of service You currently experience is not reduced as a result.

9.2 We can record any conversations between You and Our staff.

9.3 We may send notices to either Your postal address, Your online account, Your email address or the phone number associated with Your SIM Card. We may also send You 'over the air' updates to Your Equipment which may make some minor adjustments to the functionality or display on Your Equipment. You'll need to accept these changes which may include doing anything reasonable We request.

9.4 If You have registered with us You must call customer services straightaway about any change in Your postal address or email address. It's Your responsibility to make sure that the email address that You give Us is correct, current and works at all times. If You change Your email address or it stops working for any reason, You must notify Us immediately. Where We send notices by email or post We will send them to the most recent address (email or postal) supplied to Us.

9.5 We aren't responsible for messages that don't get to You because Your Equipment is turned off or not connected to the Network.

9.6 Unless otherwise stated in this Agreement, any notices from You to Us must be sent to: EE Ltd, 1 Braham Street, London E1 8EE.

9.7 Any concession or extra time that We allow You only applies to the specific circumstances in which We give it. It does not affect Our rights under this Agreement in any other way.

9.8 This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

9.9 English law will apply to this Agreement and any disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable). You may be able to take Your disputes to adjudication under the Communications and Internet Services Adjudications Scheme, the details of which are set out in Our Complaints Code of Practice. We will give You a copy if You ask for it.

9.10 If a point or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any point or condition that is not legally effective with a point or condition of similar meaning that is.

## 10. Your Information

10.1 You confirm that the information that You provide to Us, including Your registration details, is true, accurate and complete. You agree to inform Us immediately of any changes to Your details by contacting Our customer services.

10.2 We will use Your personal information in accordance with the terms of this Agreement and Our privacy policy which You can find on Our website at [www.ee.co.uk/privacy-policy](http://www.ee.co.uk/privacy-policy). Our privacy policy explains what personal information we use and how we use it to deliver our products and services to you, including sharing with third parties. It includes how we contact you (including marketing), how we share your personal information, what else we use it for (such as for analytics and to tailor our offers to you) and how to contact us if you have any concerns about how we use your personal information.

10.3 In the event of a personal data security breach that affects You, We will notify the relevant authorities, and if appropriate, We will notify the subscriber or user of Our Services who is affected by the breach in writing. A personal data security breach that affects You (or the user) does not give You the right to terminate this Agreement.

10.4 You have a right to choose whether Your details are included in directory listings, including the phone book. If You want Your details included, please contact customer services.

10.5. This Agreement is the whole agreement between You and Us. Any other information that You may have seen or heard before You entered into this Agreement isn't included.

10.6. If You have any questions or require help or support You can contact Us by calling customer services on 150 using Your Equipment on Our Network or by calling 07953 966 150 from any other phone (charges apply, see Our PAYG Non-standard Price Guide). In addition, You can go to the help and support pages of Our website.