



APPLE MUSIC STREAMING DATA

DATA ADD-ON TERMS

Version 2

Date 12th January 2018

FREE DATA ADD-ON

1. Six months' Apple Music data on EE (the "Data Offer") is available to new and existing Consumer and Small Business customers on a Pay Monthly phone plan or SIM only phone plan and taking the Apple Music free data add-on (the "Free Data Add-on") for the first time. Please note customers on our Business Connect plans are not eligible for the Data Offer and cannot apply the Free Data Add-on to their account.
2. For six months, data used whilst streaming or downloading from the Apple Music App (the "App") whilst in the UK will not decrement from your EE Price Plan's inclusive data allowance, save that if you do not have any data remaining of your Price Plan's data allowance, you will be unable to stream or download music or use any of the connected features using mobile data. You may still be able to access the App using Wifi or by purchasing a data add-on.
3. If we accept your request to transfer your EE account to a new person, they will not be entitled to benefit from this Data Offer.
4. The Free Data Add-on does not include the cost of a subscription to Apple Music. You will need a subscription to Apple Music to benefit from the Free Data Offer. Apple Music is only available to customers using a compatible mobile phone using the iOS or Android operating systems.
5. The Free Data Offer 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.
6. After six months, the Free Data Add-on will be automatically removed from your account and any data used whilst using the App will decrement from your Price Plan's data allowance. You can cancel the Free Data Add-on at any time but it may take up to 48 hours to be removed from your account. As soon as the add-on is removed from your account, any data used whilst using the App will decrement from your Price Plan's data allowance.
7. If you choose to upgrade, move plans or enter into a new contract for mobile services, you'll be unable to get the Free Data Offer again.
8. The Free Data Add-on 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.

9. Before requesting the Free Data Add-on for this Additional Service you must acknowledge and understand that any change to the add-on's cost or the Service, does not entitle you to cancel your Agreement with us for mobile network services.
10. If you choose to cancel the Free Data Add-on, for whatever reason, or if we have to remove it from your account because you've failed to comply with these terms and conditions, you'll forfeit the opportunity to add it to your Account again and take advantage of the Data Offer.
11. 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).
12. In order to provide this add-on we will monitor your access to the App. 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>.
13. The App provides you with access to digital music and other related content (the "Service"). The App and Service is provided by Apple Distribution International ("Apple"). You must read and accept the Apple Media Services Terms and Conditions including the terms of use for Apple Music. You agree to use the App and Service at your sole risk. EE is not responsible for examining or evaluating the content or accuracy of any third-party services, and shall not be liable for any such third-party services. Data displayed by the App and Service is for general informational purposes only and is not guaranteed by EE. Full terms can be found at <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>.

CHARGEABLE DATA ADD-ON

14. If you'd like to receive unlimited Apple Music data at any time after your Free Data Add-on has expired, you can request the addition of an add-on to your account which currently costs £5 a month (incl. VAT, or £4 a month excl. VAT), subject to change ("the Chargeable Data Add-On") by texting STREAM to 150. You must have some data remaining in your plan's inclusive data allowance in order to be able to use this add-on.
15. The Chargeable Data Add-on is available, subject to credit check, to new and existing Consumer and Small Business customers on a Pay Monthly phone plan or SIM only phone plan (excluding Business

Connect). The Chargeable Data Add-on is for your personal, non-commercial use in the UK.

16. The Chargeable Data Add-on will start as soon as we accept your request for the add-on and will automatically recur every 30 days until you tell us to remove it. You can cancel the add-on at any time (but it might take 48 hours to be removed from your account) by texting STOP STREAM to 150. As soon as the add-on is removed from your account, any data used whilst using the App will decrement from your Price Plan's data allowance. If it is removed partway through the Chargeable Data Add-on's 30 day validity period, you'll be entitled to a pro-rated refund of the £5 charge.
17. The Chargeable Data Add-on does not include the cost of a subscription to Apple Music, which currently costs £9.99 a month (incl. VAT). You will need individual membership to Apple Music to benefit from the Chargeable Data Add-on. Apple Music is only available to customers using a compatible mobile phone using the iOS 8.4 or Android 4.3 or later operating systems. Apple ID required for full functionality. Apple Music terms apply. For more details go to ee.co.uk/applemusicterms.
18. Whilst the Chargeable Data Add-on is active on your Account, data used whilst streaming/downloading from the App in the UK will not decrement from your EE Price Plan's inclusive data allowance. For the Chargeable Data Add-on to be considered active, you must have some data remaining in your plan's inclusive data allowance. If you use all of your plan's inclusive data, the Chargeable Data Add-on will de-activate until you buy an additional allowance of data from our add-on portal. You may still be able to access the App using Wifi or by purchasing a data add-on. The Chargeable Data Add-on's charge won't be adjusted or pro-rated if it is temporarily de-activated because you don't have access to an allowance of data that can be used for other online activities.
19. To provide the Chargeable Data Add-on we will monitor your access to the App. 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>.
20. The Chargeable Data Add-on is an Additional Service that does not form part of your price plan. Terms apply, see www.ee.co.uk/terms. 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. Before requesting the Chargeable Data Add-on for this Additional Service you must acknowledge and understand that any change to the add-on's cost or the Service, does not entitle you to cancel your Agreement with us for mobile network services. 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).

21. The App provides you with access to digital music and other related content (the "Service"). The App and Service is provided by Apple Distribution International ("Apple"). You must read and accept the Apple Media Services Terms and Conditions including the terms of use for Apple Music. You agree to use the App and Service at your sole risk. EE is not responsible for examining or evaluating the content or accuracy of any third-party services, and shall not be liable for any such third-party services. Data displayed by the App and Service is for general informational purposes only and is not guaranteed by EE. Full terms can be found at <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>.