



FLEX PLANS

Version 2

Date 25 July 2018

1. Flex Plans

All EE Flex Plan last 30 days (“**Plan Duration**”). You can choose from a variety of Flex Plans which give you an allowance of minutes, texts and data. You must use the Card Payment service to pay for your Flex Plan. You can choose a SIM card with a pre-selected Flex Plan and then create a My EE Account and register for the Card Payment service to pay for your Flex Plan (the Plan Duration will start as soon as you pay for your Flex Plan) or get a SIM card without a pre-selected Flex Plan and purchase a Flex Plan of your choice using the Card Payment service in My EE. You can pay for your first Flex Plan from your top-up credit in some circumstances, but you must set up the Card Payment service to pay for all subsequent Flex Plans (see below).

Unless you cancel your Flex Plan, it will automatically recur at the end of the Plan Duration, so you will need to make sure that you have funds available on your credit or debit card so that we can use it to pay for your Flex Plan. We will remind you when the Plan Duration ends and we will remind you the day before the Flex Plan is due to recur that we are about to take payment for the Flex Plan from your credit or debit card. Once we have taken payment, we will let you know.

We’ll let you know when you have used up any of your allowances in your Flex Plan. Once you’ve used up any of the allowances in your Flex Plan, you can buy a data or minutes add-on (described below) until your Flex Plan recurs, or you can buy a new Flex Plan that starts straight away. You will need to use top-up credit if you want to make calls or use services which are outside of your Flex Plan allowance.

You can change your Flex Plan at any time. If you want to buy a new Flex Plan or a different Flex Plan you can do this by logging in to your My EE Account. You can also text the short code of the Flex Plan you want to 150 or buy via our automated calling service by dialling 150 from your EE phone. We take the payment immediately and the new Flex Plan will start when your current Flex Plan comes to recur. Alternatively, you can start your new Flex Plan immediately by texting NOW to 150, but if you do this you will lose any allowances you may still have remaining on your current Flex Plan. If you change the start date of your Flex Plan by starting your new Flex Plan immediately, the date on which your regular payment is taken will change and we will send you a message telling you the new date. If the price of your new Flex Plan is different we will send you a message telling you the new amount that we will take from your card when the Flex Plan recurs.

2. Paying for your Flex Plan

When you buy a Flex Plan, you must pay for it directly using your credit or debit card. You will need to sign up to our Card Payment service to buy a Flex Plan, see ee.co.uk/cardhelp for details.

When you sign up to our Card Payment service you enter into a service-on-demand arrangement. This means that you authorise us to take payment from the debit or credit card that you register with us every time you pay for an eligible Flex Plan or add-on. You’ll have 14 days from the date that you make your first purchase via your Card Payment service to change your mind and let us know that you don’t want to pay for Flex Plans or add-ons using this method. We’ll then cancel any Flex Plans or add-ons already requested via Card Payment. You will have to pay for any Services used during your cooling off period. If you’re due a full or partial refund, you’ll receive it no more than 14 days after we receive your notice to cancel. Once your cooling off period has expired, any subsequent Flex Plans or add-ons bought via Card Payment will not be eligible for a refund. You can cancel your Card Payment service at any time and choose to pay using your top-up credit instead but if you do this you will not be able

to continue with a Flex Plan and will need to choose a PAYG Pack that you can pay for using your top-up credit.

You will also need to set up a continuous payment authority to pay for your recurring Flex Plan, see ee.co.uk/cardterms for details. By setting up a continuous payment authority you agree that we can use your registered card to pay for your Flex Plan each time the Plan Duration ends. You can cancel this at any time but if you cancel you will need to top up your credit to pay for calls and texts at our standard rates or use your top-up credit to buy data or minutes add-ons.

For any calls or services outside of a Flex Plan or add-on you'll be charged in accordance with the rates set out in the Flex Plan Price Guide and Flex Plan Non-Standard Price Guide. See ee.co.uk/priceguides. You will need to use your top-up credit to pay for calls and services outside a Flex Plan or add-on.

You can stop your Flex Plan at any time in My EE. You will not receive a refund for any unused allowances from your current Flex Plan unless you are within the 14-day cooling off period.

3. Add-Ons

If you've used one or more of the allowances from a Flex Plan or if you would like to pay for services using a non-recurring bundle, you can choose to buy an add-on using our Card Payment service or using your top-up credit. Add-ons last for 7 or 30 days (the "**Add-On Duration**") or until you have used the add-on's allowance, whichever comes first.

We'll let you know when your allowance runs out or when then Add-On Duration ends.

To buy an add-on log in to your My EE Account or text the short code of the add-on you want to 150. You can also buy via our automated calling service by calling 150 from your EE phone. For more information, please [click here](#).

You can have up to two of the same add-ons active on your account at any one time. If you have got two add-ons active at the same time, the one which is going to expire first will be used up first.

Data Add-Ons

If you try to go online or use data without internet allowance from a Flex Plan, you'll be directed to our portal to buy a data add-on. We'll also send you a link to the portal by text. If apps on your phone are updating themselves or files are being downloaded, and you don't have internet allowance, we will send you a link to the portal by text.

If you buy a data add-on whilst you still have data allowances from a Flex Plan or data add-on, the new data Add-On Duration will start running immediately.

Any add-ons you purchase will have access to the same speeds as your Flex Plan (see below).

Call Abroad Add-on

If you are an EE Flex Plan customer, to get great rates when calling and texting abroad from the UK, all you need to do is text CALL ABROAD to 150 to opt in to our free Call Abroad add-on. We'll send you a text to let you know when it has worked.

You can then make calls and send texts from the UK to mobile and landline (excluding calls to nongeographic and premium rate numbers) numbers in selected countries at reduced rates which you

will pay for using your top-up credit. See our Flex Plan Price Guide and Flex Plan Non-Standard Price Guide at ee.co.uk/priceguides for the countries included.

We can remove or change the countries included in the add-on or change the pricing at any time. We will try to tell active users of the service before doing this. We can also remove this add-on from your account, but we will tell you by text message before we do. A one minute minimum call charge applies and calls are charged on a per minute basis.

4. Using our services

Some services are available as an add-on only.

If you have an EE Flex Plan, or other EE Flex Plan add-on that gives you an allowance of data, minutes and texts, you can use that allowance as set out below. For further information on what you will be charged to call these numbers see ee.co.uk/priceguides.

If you have no Flex Plan, or add-on, or your minutes allowance has run out, you will be charged as set out below and these calls and texts will be paid for using your top-up credit.

- When **in the UK**, calls and texts to customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (Jersey, Guernsey and Isle of Man not included) are charged at UK rates.
- When abroad **in the EU/EEA/Switzerland** calls and texts to customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (including landlines and mobiles in Jersey, Guernsey and the Isle of Man) are charged at UK rates.
- When abroad **in the EU/EEA/Switzerland** (including Jersey, Guernsey and the Isle of Man) calls and texts to customers of EU/EEA mobile networks and landlines are charged at UK rates.

For example:

- Calls and texts from the UK to France are not included in your allowance or charged at international rates, as this is an international call.
- Calls and texts from France to mobiles & landlines in the UK are included as part of your allowance or charged at UK rates.
- Calls and texts within the EU/EEA to mobiles & landlines (so for example from France to France, or from France to Spain) are included as part of your allowance or charged at UK rates.

You cannot use your allowance minutes and texts to call and text customers of mobile networks and landlines in EU/EEA/Switzerland when in the UK. Allowances do not include premium rate numbers anywhere in the UK or the EU/EEA/Switzerland, and will be charged at your normal plan rate. Calls to numbers starting with 08, 070, 09 and 118 are not included in your inclusive allowance of minutes. These calls and texts will be paid for using your top-up credit. For further information on what you will be charged to call these numbers see ee.co.uk/priceguides.

Any inclusive data allowance you have is for use when in the UK and in the EU/EEA/Switzerland or you can buy a data add-on at UK rates to use data when abroad in the EU/EEA/Switzerland. See ee.co.uk/priceguides for details of add-ons available.

Whenever you make a call, a one-minute minimum call charge applies and calls are charged on a per minute basis.

Customers on Flex Plans can access maximum download speeds of up to 60 Mb/Sec.

You can only use mobile internet on our 4G network if you're within a 4G-enabled area and in range of a 4G base station. You can check your 3G and 4G coverage at ee.co.uk/coverage. Your 4G phone may not be compatible with any 4G network outside the UK. 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 cannot use mobile internet unless you have bought a Flex Plan or an add-on.

The speeds you achieve will also depend on a number of factors including: your location, the device you are using and geographic factors such as tree coverage and population density. If you are using your phone indoors, the materials of the building you're in may also affect mobile internet speeds.

See our [Key Facts Indicator document](#) for more info.

For more information on the cost of using our services, see the EE Flex Plan Price Guide and EE Flex Plan Non-Standard Price Guide at www.ee.co.uk/priceguides.

EU ROAMING

Inclusive EU roaming benefits are available to UK based customers only.

Our Europe Zone presently includes: Austria, Azores, Belgium, Bulgaria, Croatia, Cyprus*, Czech Republic, Canary Islands, Denmark, Estonia, Finland, France, French Guyana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, San Marino, Saint Martin (French), Saint Barthelemy, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City (Italy).*

**Note Turkey (you may wish to connect to a Turkish network in Northern Cyprus) and Andorra are outside the EU/EEA and not included in our European Roaming Zone. Therefore, any calls made from either of these countries, or from Northern Cyprus if connected to a Turkish network will be chargeable.*

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

You can call 150 free of charge when roaming in the EU/EEA/Switzerland to get information about our charges or for help. Emergency services can be contacted within the EU/EEA/Switzerland by calling 112.

Fair use amount

If your domestic data allowance is greater than 25GB, a fair usage policy of 25GB whilst roaming in our Europe will apply (i.e. you can use up to 25GB from your allowance while roaming). Once you've

used your fair use policy amount when roaming, we will notify you and surcharges will apply to continue using data when roaming in our Europe and Rest of World Zones.

The surcharges will last until you exhaust the remainder of your domestic data allowance, return to the UK, or until your Pack renews (whichever is earlier).

- 1MB £0.0036

Note whilst the charge displayed above is per MB, EE charge on a per KB basis (i.e. 1KB = £0.0000036 or 0.00036p).

Whether you have a fair use policy and subject to the above surcharges after exhausting your fair use amount, or you have a domestic allowance of 25GB or less and therefore not subject to the fair use amount, if you use all your domestic data allowance when roaming outside the UK you'll need to buy a UK/EU data Add-On to continue using data. Details of these data Add-Ons (and the surcharges mentioned above) can be found in the EE Pay As You Go Price Guide.

Speeds

You will get our standard roaming data speeds when in the EU/EEA/Switzerland. This is likely to be slower than in the UK and fast enough to use your phone as you normally would, including streaming music and standard definition video (or better). See our [Key Facts Indicator document](#) for more info. Speeds outside the UK always depend on the network you connect to and 4G may or may not be available. EE isn't responsible for the speeds or coverage you get outside the UK. As in the UK, your coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography.

Stable links

Our EE Flex Plan service is intended for customers with a stable link to the UK who travel abroad periodically. It is not intended for customers roaming on a permanent or semi-permanent basis. We will consider you have a stable link to the UK if spend a total of 60 days or more during any 120 day period within the UK. If your usage abroad in the EU/EEA/Switzerland exceeds this, you will be alerted by text, and after a 2-week period we may charge you for services you use or block your SIM card and roaming services. We'll let you know before we do anything.

5. General

Use of our EE Flex Plan services is subject to your acceptance of our pay as you go standard network [terms and conditions](#). We monitor your use in accordance with those terms, which can be found at www.ee.co.uk/terms. Services are for use in the UK unless we tell you otherwise. Services are for normal person to person use from your phone. You can't sell access to our network or to anyone else and services are not to be used for anything unlawful or to send nuisance communications. We'll decide if you are in breach of these terms and conditions if you text and call more than 300 different numbers in a month. 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. If you don't call, text or top up every 180 days you will be disconnected and you'll lose any unused allowances on your account.

6. Free Data Boosts for Flex Plans

Each time you consecutively buy 3 of our Flex Plans, you will get an extra allowance of 500MB of data that will be applied to future Flex Plans purchased (the “**Free Data Boost**”). To claim your Free Data Boost, you need to text BOOST DATA to 150 within 60 days of the purchase of the third consecutive Flex Plan that you buy. Your Free Data Boost will be added to the next Flex Plan that you buy. You can accrue multiple Free Data Boosts. That means the more Flex Plans you buy, the more Free Data Boosts you will receive.

Free Data Boosts last for the Plan Duration and will not roll over if you do not use them up. If you change from a Flex Plan to a PAYG Pack you will lose all Free Data Boosts accrued.

7. Data Rollover

If you have not used all the data allowance in your Flex Plan when the Flex Plan ends the unused data will be added to the next Flex Plan that you buy. You cannot roll over data from add-ons or Free Data Boosts. You must buy a new Flex Plan within 7 days of the expiry of the original Flex Plan with unused data to qualify for data rollover. If you change from a Flex Plan to a PAYG Pack you will not be able to roll over unused data.

Rollover data lasts for the duration of the Flex Plan (i.e. 30 days) and will not roll over a second time if you do not use it up. Your data allowance will be applied in the following order for each Flex Plan:

1. Rollover data
2. Core Flex Plan allowance
3. Free Data Boosts.