



APPLE MUSIC

ADD-ON & SMART BENEFIT TERMS

Date: 2 September 2020

The Add-on & Eligibility

1. The Apple Music Add-on (the "**Apple Music Add-on**") provides you with access to digital music and other related content (the "**content**") for a monthly charge (currently £9.99 a month).
2. The **Apple Music Add-on** is available to new and existing consumer and Small Business customers on a pay monthly phone, 12 month SIM only plan or with a tablet on a 4GEE WiFi price plan who are UK residents, or as a Smart Benefit for eligible customers. Please note customers on our SME Business Connect and Smart Watch plans are not eligible for the **Apple Music Add-on**.
3. If you are an existing Apple Music member you will need to cancel your existing subscription directly with Apple. If you do not, you will continue to be charged by Apple.
4. Data used whilst streaming the **content** and all other activities such as downloading the app and viewing advertising will decrement from your EE Price Plan's inclusive data allowance. You can otherwise play the **content** on your EE device using Wifi or by purchasing a data add-on.
5. Availability is subject to credit status.
6. The **Apple Music Add-on** is only available to customers using a compatible mobile phone or tablet using iOS or Android operating systems.
7. This **Apple Music Add-on** is not available to customers on a 4GEE WiFi Price Plan with a device other than a tablet, or customers with a device using any operating system other than iOS or Android.
8. The **Apple Music Add-on** will start as soon as we accept your request.
9. We'll apply the charge to your EE Account each month until you ask us to remove it (unless you have the **Apple Music Add-on** as a **Smart Benefit**). You can cancel the **Apple Music Add-on** at any time. The service will be removed at your next renewal date, which is on the monthly anniversary of the **Apple Music Add-on** being added. If at the time of cancellation you have not already been billed for that period it will be charged in full on your next bill. As soon as the **Apple Music Add-on** is removed from your account, you will no longer be able to access to **Apple Music**.
10. **Apple Music** is provided to you as a **Smart Benefit** as part of an eligible Smart Plan or 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 may refer to the Additional Service as an 'add-on' in MyEE, on your bill, online and when you call or text customer services. You cannot have more than one **Apple Music Add-on** per eligible line registered to your Account.
11. If you change to a price plan that does not include Apple Music as a Smart Benefit you will lose inclusive access to the service, however you will be able to add the **Apple Music Add-on**. If you cancel your EE contract you will lose access to the Apple Music service.
12. Any change to the cost of the Additional Service, to the Content provided, or to the terms and conditions shall, if applicable, only entitle you to cancel the Additional Service. Such changes shall not entitle you to cancel your Agreement with us for mobile network services.

13. When entering into a contract for digital content you're entitled to a 14 day cooling off period, except where you enter in to a contract in store. Once you've entered into a contract for these Additional Services, you'll have 14 days to tell us you've changed your mind. However, once you've accessed **Apple Music** (e.g. by viewing the **content**) 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 Services 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).
15. In order to provide this **Apple Music Add-on** we will monitor your access to **Apple Music**. 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>.
16. **Apple Music** is for personal and non-commercial use only. It's your responsibility to ensure that **content** accessed by under 18s is suitable for those viewing it. **Content** available via **Apple Music** may change from time to time.
17. You must download and register the App on a mobile device containing an EE SIM card that uses iOS 10 or Android 5 or above. 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/internetservices/itunes/uk/terms.html>
18. 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 Apple 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 <https://www.apple.com/uk/privacy/privacy-policy/> for more information. We will contact you to remind you to create an Apple ID in order to make full use of the service.
19. We will share information about you with Apple 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>.
20. 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.

