



# EE NETWORK TERMS AND CONDITIONS

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Device Credit Agreement version 2 – 1 June 2022

# TERMS AND CONDITIONS

The legal terms You need to know about Your pay monthly mobile communications service. Version 2 (1 June 2022) for all customers with a Device Credit Agreement.

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 (including internet phone calls known as VoIP) and texts and use the internet. You'll need compatible Equipment and a compatible Price Plan. 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/coverage](http://ee.co.uk/coverage)). 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 4.1, 4.2 and 4.3 of the terms and conditions).

## 2. Equipment

At the same time as You enter into this Agreement You will enter into a Device Credit Agreement to purchase Equipment from Us We will collect network data and Equipment details (using software installed on the Equipment) in order to provide You with the Services.

## 3. Unlocking

In limited circumstances Equipment that We provide to You may be locked to Our Network. It may not always be possible to unlock it.

## 4. Minimum Term

You will have to agree to stay with Us for a minimum period of time which We call the Minimum Term. This Minimum Term will be agreed with You and You will have to pay a regular monthly charge for this which We call the Monthly Charge. You can find details of all Charges for Services in Our Plan Price Guide and Non-Standard Price Guide which can be found on Our website.

## 5. Upgrades and Renewals

We want Our customers to stay with Us, but We don't have to provide You with an Upgrade or Renewal. If You accept an Upgrade or Renewal then a new Minimum Term will be agreed with You and You will have to pay the Monthly Charge for the rest of the new Minimum Term (see points 2.5, 2.6 and 2.7 of the terms and conditions).

## 6. Annual Price Increase

Your Charges include an increase by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) (ignoring any negative figures) plus ii) 3.9%. We will do this so the price increase takes effect on bills dated on or after 31<sup>st</sup> March of each year (see point 7.6 of the terms and conditions).

## 7. Changing the Terms and Charges

We may change these terms and conditions or the Services. If We do make these changes, We'll give You Written Notice when We can before the change takes effect (see points 7 and 12.1 of the terms and conditions). We may also increase or decrease Our prices. You agree that We can change these Terms and Charges without obtaining Your express consent to vary the Agreement providing We comply with the procedure in point 12. Some of the price increases may give You the right to leave the Agreement without paying a Cancellation Charge (see point 8.4 of the terms and conditions). We will also increase roaming and international calling charges where our partners increase the cost to us. See points 7.7 and 7.8 for details on how this will happen and your right to cancel if we do so.

## **8. Ending this Agreement**

You can contact Us and give 30 days' or more notice to end this Agreement. Unless We tell You otherwise You will have to pay a charge for ending the Agreement before the end of the Minimum Term which We call the Cancellation Charge. The Cancellation Charge is the total of the Monthly Charges for the remainder of the Minimum Term, less any discount You are entitled to (see point 8.1.2 of the terms and conditions). If You end this Agreement and still have a Device Credit Agreement with Us You may need to pay amounts owed under that Device Credit Agreement. If You end this Agreement after the end of the Minimum Term You will have to pay Charges during the notice period (see points 8.1, 8.2 and 8.3 of the terms and conditions).

## **9. 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 or any Device Credit Agreement. You may have to pay Us a Cancellation Charge as a result (see point 6.3 of the terms and conditions).

## **10. Billing**

We will make a bill available to You each month. This may be by post or electronically, at Our choosing. You will need to pay it and other amounts owed to Us by the date set out on it to ensure continued access to the Service. It is Your responsibility to contact Us if You are unable to access a bill sent electronically (see points 5.6.3 and 6.2.2 of the terms and conditions).

## **11. Lost or Stolen Equipment**

You must call customer services as soon as You realise that the Equipment and/or a SIM Card has been lost or stolen, become infected by a Virus or used by an unauthorised third party. You will have to pay for any Charges incurred on Your Account before You told Us (see points 5.8, 5.15 – 5.16 and 13.8 – 13.9 of the terms and conditions).

## **12. Credit Limits**

We can set and change credit limits for Charges. If You go over Your credit limit, Your Service may be Suspended (see points 5.4 and 6.1.2 of the terms and conditions).

## **13. Our liability to You**

There are certain circumstances in which Our liability to You is limited or excluded (see point 13 of the terms and conditions).

## **14. Your Information**

Please refer to Our privacy policy on Our website at [www.ee.co.uk/privacy-policy](http://www.ee.co.uk/privacy-policy) for full details on how We process Your personal information.

## **15. 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, whose details can be found on Our website.

# THE FULL TERMS OF YOUR PAY MONTHLY AGREEMENT

This Agreement is made up of four different sections:

- 'Services' that covers the Services We provide You with;
- 'Equipment' that covers any Equipment We provide You with;
- 'General' that relates to both the Services and the Equipment; and
- the Plan Price Guide and Non Standard/Standard Price Guide that together set out the Charges.

You are also subject to the terms of the Device Credit Agreement entered into at the same time as this Agreement.

## 1. Definitions

When We use these words in any of the sections they have the following meanings:

**'Account'** together Your Monthly Account and any Pay as You Go Account that You may have with Us;

**'Additional Commitment Service'** an Additional Service for which You agree to pay Us a monthly Charge for a minimum period of time;

**'Additional Commitment Service Cancellation Charge'** the Charge which you may have to pay when You terminate an Additional Commitment Service before the end of its minimum term and which is calculated as set out at point 8.1.2 and on Our website;

**'Additional Service'** an optional/extra Service not part of Your Price Plan, including but not limited to, calls, texts and data used outside of any Allowance, premium rate services, additional products and services added to Your Price Plan (eg Add-ons), Content, directory enquiry services, Rest of World Roaming and international services and/or third party services, and the charges for a Service once any Allowance is used up;

**'Add-on'** an additional service which is either provided with no minimum term, or has a minimum term or notice period of 30 days or less (including add-ons with a 30 day or less notice period that renew automatically);

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

**'Agreement'** this agreement, made up of (1) the Services section; (2) the Equipment section; (3) the General section; and (4) the Plan Price Guide and Non Standard/Standard Price Guide booklets of Charges referred to throughout;

**'Allowance'** the amount and type of Services comprised of Units and which Services may be provided as part of Your Price Plan Service, any Additional Service bundle or Additional Commitment Service;

**'Blacklist'** a list held in common by the UK mobile networks on which details of Equipment are placed with the effect that such Equipment can no longer be used on any UK mobile network, including Ours, except for making emergency calls;

**'Cancellation Charge'** the Charge You may have to pay when You terminate this Agreement before the end of the Minimum Term and which is calculated as set out at point 8.1.2 and on Our website;

**'Charge'** the Price Plan Charge, a charge for an Additional Service, an Additional Commitment Service, a charge for any Services consumed outside Your Allowance and/or any other additional charge including by way of example the Cancellation Charge and the Additional Commitment Service Cancellation Charge;

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

**'Content'** apps and/or other digital services We offer information whether textual, visual, audio or otherwise, appearing on or available through the internet and/or Services;

**'Disconnect'** or **'Disconnection'** Us stopping Your access to the Services;

**'Equipment'** any phone, tablet, dongle or other internet enabled device compatible with Our Network that You use to access the Services at any time;

**'EU Roaming'**: Your SIM Card connecting to a mobile network in an EU Member State;

**'Device Credit Agreement'** credit provided under a credit agreement regulated under the Consumer Credit Act 1974, as amended;

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

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

**'Linked Agreement'** means another agreement with us that is linked to this agreement (i.e. a "bundle") in a way defined as a bundle in Ofcom's General Conditions of Entitlement effective from 17<sup>th</sup> June 2022;

**'Minimum Term'** the minimum amount of time for which You have promised to pay Us the Monthly Charge;

**'Monthly Account'** the account for Your Price Plan and other Services for which You are billed each month;

**'Monthly Charge'** the amount that You pay each month in advance for Your Price Plan Service;

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

**'Non Standard/Standard/Standard Price Guide'** **Non Standard/Standard** is the booklet of Charges not part of Your Price Plan including, but not limited to, Charges for Additional Services, Additional Commitment Services and relevant terms

and conditions which can be found on Our website;

**'Ofcom'** The Office of Communications that regulates the telecommunications industry, including Us;

**'PAC'** a Porting Authorisation Code that enables You to migrate Your telephone number to an alternative mobile network provider;

**'Pay As You Go Account'** the account in which We record Your credits and Charges for Services paid for in advance (for customers whose Price Plan allows) apart from the Monthly Charge;

**'Payment Terms'** the terms by which We manage Your Account and the ways You pay the Charges including any credit limit applied to Your Account;

**'Plan Price Guide'** the booklet of Charges which are part of Your Price Plan which can be found on Our website;

**'Price Plan'** the bundle of Services including any Allowance provided to You by Us each month in exchange for Your payment of the Price Plan Charge as detailed in Your Price Guide;

**'Price Plan Charge'** the charge for the Price Plan Service;

**'Price Plan Service'** the inclusive Services supplied with Your Price Plan, the charges, types of calls You can make, messages You can send, data You can use and details of any other Services and other terms and conditions for which are set out in the Plan Price Guide for that Price Plan;

**'Renewing'** or **'Renewal'** entering into a new Minimum Term in return for a benefit other than the supply of new Equipment at or after the expiry of Your existing Minimum Term (or at any other time with Our express consent);

**'Rest of World Roaming'** Your SIM Card connecting to a mobile network other than in the UK or in an EU Member State;

**'Roaming'** Your SIM Card connecting to a non-UK network, including both EU Roaming and Rest of World Roaming;

**'Service'** a service provided to You by Us including the Price Plan Service, types of calls You can make, messages You can send and data You can use outside Your Price Plan, and any Additional Service and Additional Commitment Service;

**'SIM Card'** the card or cards, whether physical or embedded in a device (and then known as an eSIM Card) provided under this Agreement and used with Equipment to get Services;

**'STAC'** a Non-porting Authorisation code that enables You to migrate to an alternative mobile network provider without migrating Your telephone number;

**'Suspend'** or **'Suspension'** Us temporarily stopping Your access to the Services;

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

**'Unit'** a voice Unit, text Unit or data Unit. On use, each voice Unit may be automatically converted to one minute of a phone call, each text Unit may be automatically converted to one text sent, and each data Unit may be automatically converted to one Kilobyte;

**'Upgrading'** or **'Upgrade'** entering into a new Minimum Term in return for the supply of new Equipment (whether free of charge or on payment by You) at or after the expiry of Your existing Minimum Term (or at any other time with Our express consent);

**'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) who is authorised and regulated by the Financial Conduct Authority and whose registered address is 1 Braham Street, London E1 8EE. This registered address may change from time to time. Details of our registered address can be found on our website in our website terms of use;

**'WiFi'** the local area wireless technology, whether provided by EE or otherwise, that allows compatible Equipment to connect to a local network which may then enable You to gain access to the internet;

**'Written Notice'** sending You either: (1) an electronic message to Your SIM Card and/or Equipment which may contain a cross reference to Our website for further information; or (2) a letter to Your postal address; 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 and Additional Commitment Services that are Content accessed through Our apps or other internet-based platforms, unless We send You anything, We'll state clearly on the app or internet-based platform what change will be made to Content available there; and

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

## A - SERVICES

This section applies to the Services We provide You with.

### 2. Minimum Term

2.1 This Agreement starts when We accept Your request for Services. If We decide You need to pass a credit check as set out in point 5.13, this Agreement won't start until You pass the credit check. We may use the information You provide Us to help Us make a credit decision before this Agreement starts. We will open an Account in Your name and apply Charges to it.

- 2.2 If We reject Your request but You incur Charges, We can recover those Charges from You.
- 2.3 We will connect You to the Services as soon as We can.
- 2.4 At the end of the Minimum Term this Agreement will continue until terminated as described either under point 6 or point 8 below.
- 2.5 If You are Renewing or Upgrading the following terms apply to You:
  - 2.5.1 unless We agree otherwise, a new Minimum Term will apply. Once that Minimum Term is over this Agreement will continue until terminated as described either under point 6 or point 8 below;
  - 2.5.2 Your new Minimum Term will start from the date that We process Your Upgrade or Renewal.
- 2.6 We don't have to provide You with a Renewal or Upgrade.
- 2.7 We don't have to allow You to change Price Plan. We may allow You to change Price Plan after the Minimum Term. We may move You at Our discretion to an equivalent or lower Price Plan at any time. We may do this as an alternative to Our right to Suspend and/or Disconnect the Services in accordance with points 6.1 or 6.2.
- 2.8 If You already have an Account with Us, any additional SIM Card that You request will be added to that Account. For the avoidance of doubt, if You have more than one SIM Card, each SIM Card may provide You with Services which are subject to a separate Minimum Term and therefore a separate Agreement, with Us. As a result, the Minimum Term that applies to each SIM Card may not begin and end at the same time.
- 2.9 For the avoidance of doubt each Price Plan Service or product You take from Us is subject to a separate Agreement with Us.

### **3. SIM Cards**

- 3.1 The following terms apply to SIM Cards:
  - 3.1.1 if a SIM Card is lost, stolen or damaged, You should call customer services for a new one or to re-activate an eSIM Card (see point 5.8). We may charge for a replacement;
  - 3.1.2 We own the SIM Card and license You to use the telephone (or "phone") number associated with it. The phone number is licensed by Ofcom. You can only use a SIM Card to use the Services;
  - 3.1.3 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 Ofcom or any other regulatory 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;
  - 3.1.4 We reserve the right to recall any SIM Card from You at any time to enhance or maintain the quality of the Services or Equipment.

### **4. Our Services Network and access to Services**

- 4.1 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, You can only use 5G Services when You are in range of a 5G base station (which may only be available in certain geographical areas) and so on as any new Network technology (eg 5G, 6G and so on) 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 should check Your coverage using the coverage checker on Our website before requesting the Services. Any coverage maps are Our best estimate of Our outdoor coverage but not a guarantee of service coverage which may vary from place to place.
- 4.2 You may use the Services 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, the Equipment may try to use another mobile network to connect Your call to the emergency services. Depending on the Equipment You use, Your approximate location (using Network, global positioning satellite network information and WiFi data) may be provided to the emergency services via functionality built into the Equipment. See Your Price Plan terms and conditions for any other restrictions on access to emergency services.
- 4.3 We will always try to make the Services available to You, using the reasonable skill and care that would be expected of a competent mobile communications provider, but sometimes they may be unavailable as a result of, or be affected by:

- 4.3.1 things like the weather and faults in other networks;
- 4.3.2 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;
- 4.3.3 Your location when using the Services. For example, coverage is affected if You are indoors and/or by the thickness of the walls; or
- 4.3.4 the country You use the Services in. 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.
- 4.4 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 as set out at 4.5 below, 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).
- 4.5 We would pro-rate the Monthly Charges for Services or other recurring Charges for Services by up to 100% during a reported period of Network disruption where:
  - 4.5.1 the disruption reported impacts the parts of the Network and the Services You most frequently use; and
  - 4.5.2 the disruption is considered to be severe based on Your previous usage history and Our reasonable assessment of the impact of that disruption on You, using appropriate diagnostics tools; and
  - 4.5.3 an alternative mode of accessing the disrupted Services is unavailable to You.
- 4.6 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.

**Use of Services (things You must not do with the Services)**

- 4.7 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:
  - 4.7.1 the Services are not used for anything unlawful, immoral or improper. Without limiting the foregoing, We will decide that the Services are being used improperly if You call and/or text more than 300 different numbers in a month;
  - 4.7.2 the Services are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls;
  - 4.7.3 the Services are only used with Equipment authorised for use with the Network and all relevant laws and rules are followed;
  - 4.7.4 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;
  - 4.7.5 the Services are not used to access or use Content in a way that infringes the rights of others;
  - 4.7.6 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;
  - 4.7.7 You give Us information We reasonably ask for;
  - 4.7.8 all reasonable instructions We give You are followed;
  - 4.7.9 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;
  - 4.7.10 without obtaining prior written consent from EE, You must not operate, whether directly or through a third party, a GSM Gateway, commonly known as a 'SIM box'.
  - 4.7.11 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:
    - 4.7.11.1 a device used to forward or divert Services with the intention of reducing Your Charges for that call; or
    - 4.7.11.2 illegal repeaters (a device to boost coverage which is unlicensed and used without Our express prior written consent);
  - 4.7.12 You must not use the Services for any fraudulent or other unlawful purpose, whether You're acting alone or in collusion with anyone else. You are not permitted to use the Services, whether manually or automatically, for any

direct financial gain, revenue share or benefit in kind, including where Your financial gain has derived from the termination charge payable by EE for calls on its Network;

- 4.7.13 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;
  - 4.7.14 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;
  - 4.7.15 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;
  - 4.7.16 You must give Us any deposit or extra deposit that We ask for;
  - 4.7.17 You comply with any requirement of Ours to set up an online account for billing purposes (see point 5.6.3); and
  - 4.7.18 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.
- 4.8 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 apps or internet-based platforms.

#### **Services near a border/outside UK**

- 4.9 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.
- 4.9.1 Services that You Use with Our EU Roaming partners will either come out of any Allowance You have (only where Your Allowance includes that Service) or will be subject to Charges (where Your Allowance does not include that Service or where You have no relevant Allowance remaining).
  - 4.9.2 Services that You use with Our Rest of World Roaming partners will be subject to Charges (unless the relevant Plan Price Guide states otherwise).
- 4.10 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 Non Standard/Standard Price Guide for details.
- 4.11 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 Non Standard/Standard Price Guide. You may have to ask Us to set up Your Account for Roaming.

#### **Other**

- 4.12 We will allocate You a phone number to use with the Equipment on the Network. The phone number is licensed to Us by Ofcom. You may also use a phone number transferred to Us from another mobile network operator. You may be able to take the phone number with You when You leave Our Network. If so, We will transfer the phone number to or from Our Network. If there is a delay or something goes wrong with the transfer We will compensate You. Please see Our website for more information on transferring a phone number.

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

#### **Information about Charges**

- 5.1 Our Charges are set out in Our booklets of charges, called Plan Price Guide and Non Standard/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.
- 5.2 VAT is charged as set out in Our Plan Price Guide and Non Standard/Standard Price Guide.
- 5.3 You may pay Charges in two different ways. You will pay for certain Services as a Monthly Account and You may pay for other Services as a Pay As You Go Account.
- 5.4 We may set and change credit limits for Charges based on credit checks and information We hold about You. We can Suspend Your access to the Services if this limit is exceeded. Charges are not capped by any limit We set under this point 5.4, as some Charges, for example international and Roaming call charges, may not be recorded against Your Account immediately, and the Charges incurred could therefore exceed Your credit limit before Your Account is Suspended under point 6.1.2.



- 5.5 We may, in certain circumstances, allow You to set Your own limits for selected Charges on Your Account. We can and may Suspend Your access to the Services if a limit is exceeded. Where You are allowed to set such a limit, and You deliberately exceed it in Our reasonable opinion, We will be able to charge You for Services used beyond Your limit.
- 5.6 Monthly Account**
- 5.6.1 We may make the bill for Your Monthly Account available to You every month by a method of Our choosing, currently post or electronic means. You must pay Your bill by the date set out on it, whether or not Your Allowance is consumed by You or by another person, with or without Your permission. Please see Our website for details of payment methods We accept. If You haven't used all of the Allowance by the time We bill You, it will expire and Your Allowance will then start again on each monthly bill date. On Your bill, We may include the "per Unit" cost for Your Allowance to help You understand the value You're getting from Your Price Plan. Additional Services and Additional Commitment Services may be charged in arrears or in advance, as set out in Our Non Standard/Standard Price Guide. Other Charges are for the month just passed and any earlier time if not previously charged for.
- 5.6.2 If You receive Your bill by post, We will make the bill available to You by sending the bill to the postal address that You registered with Us when You joined or, if You have notified Us of a change in postal address, to that new postal address.
- 5.6.3 If You receive Your bill electronically, We will make the bill available to You through an online account. It's Your responsibility to set up Your online account. Your online account will tell You the date that Your bill is to be made available to You each month. In addition to this, You can ask Us to send You a monthly notification that Your bill is ready to be viewed. That notification may be by sending a message to Your SIM Card or by sending an email to the email address that You provide.
- 5.6.4 If You have not paid all or part of Your bill by the date set out on it You may have to pay a late payment Charge. We won't ask You to pay this Charge if You make a part payment as described in point 5.7.2 below. You will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from You.
- 5.6.5
- 5.6.5.1 You may have to pay additional Charges, the amount of which is set out in Our Non Standard/Standard Price Guide, for example: the Charge to reconnect You to the Services (see point 6.5); or the Charge for a paper or paper itemised bill; or the Charge if You try to pay Your bill and that payment fails (see point 5.6.4).
- 5.6.5.2 We may on occasion add to Your bill amounts that are owed under Your Device Credit Agreement. If We do this, We will let You know in advance.
- 5.6.6 Any discount on a Price Plan Charge, an Additional Charge or an Additional Commitment Service Charge We give You will end on the earlier of one of the following events:
- 5.6.6.1 when the period for which the discount was advertised comes to an end (e.g. a discount for the first 6 months of Your Price Plan only); or
- 5.6.6.2 when Your Minimum Term comes to an end; or
- 5.6.6.3 when We provide You with a Renewal or Upgrade; or
- 5.6.6.4 where You have a Price Plan Charge discount because You have another agreement with Us, for example a home broadband agreement or an additional SIM Card, You terminate either this Agreement or the agreement for that other service.
- 5.7 Pay As You Go Account**
- 5.7.1 We may allow You to pay for some Services in advance on a pay as you go basis. When You top up with pay as you go credit, We will apply credits to Your Pay As You Go Account, and deduct Charges from that credit for those Services You pay for using this Account. We will deduct Charges from that credit at the rates set out in Your Price Plan Guide or the Non Standard/Standard Price Guide but in accordance with these Pay As You Go Account conditions.
- 5.7.2 We reserve the right to use credit balances from Your Pay As You Go Account to offset any amount You may owe Us for Services You pay in arrears. Pay As You Go Account balances will only be applied against Your Monthly Account where Your Monthly Account is put into Suspension for non-payment, or in accordance with point 5.11.
- 5.7.3 As Charges are incurred they will be deducted from amounts credited against Your Pay As You Go Account. Charges are deducted at the time that You use a Service for which there is a Charge. If You have selected Additional Services or Additional Commitment Services with a periodic service Charge, the Charge will be deducted at the time(s) and

for the period(s) set out in Our Non Standard/Standard Price Guide. You are responsible for all Charges correctly deducted in accordance with this point 5.7.3.

- 5.7.4 If, at the time We attempt to deduct a periodic Charge from Your Pay As You Go Account, You do not have enough credit on Your Pay As You Go Account to pay that Charge, that Charge will fail and You will not be able to use the Service for which We were attempting to Charge You.
- 5.7.5 When all credits on Your Pay As You Go Account have been used You will not be able to make further use of those Services which You have chosen to pay for as you go until a further sufficient credit is made to Your Pay As You Go Account. In these circumstances You will still be able to use those Services for which unused Allowances apply. You will also be able to make calls to the emergency services and to Us whilst Your SIM Card is connected to the Network. You may still receive calls and text messages (except for any reverse billed Services) whilst Your SIM Card is connected to the Network.
- 5.7.6 You must also have sufficient credit on Your Pay As You Go Account to enable You to make a call of one minute's duration, to send (or receive) the Service in question 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 top up credit held on Your Pay As You Go Account.
- 5.7.7 We will not refund credit from Your Pay As You Go Account in any circumstances except as set out in point 8.5 below.

### **Charges Generally**

- 5.8 You are responsible for all Charges applied to Your Account, and any amounts relating to a Device Credit Agreement added to Your bill, except Charges applied after You called customer services to advise Us that:
  - 5.8.1 Your SIM Card has been lost or stolen (see point 3.1.1); or
  - 5.8.2 the Equipment and/or Service has been used by an unauthorised third party (see point 9.5); or
  - 5.8.3 the Equipment has been infiltrated by a Virus (see point 13.8).
- 5.9 We can change Payment Terms for any good reason, for instance, if You do not pay a bill by the date set out on it.
- 5.10 You shall be required to pay a deposit (or an extra deposit) as security for the Charges if We have a good reason to require it, for example, if We raise Your credit limit. We can keep the deposit until the Agreement ends. We will return it when You pay Us everything You owe. We will not pay interest on deposits. We can use Your deposit to pay what You owe except where You have followed the process for disputed Charges outlined at point 6.6 below. If You don't pay the undisputed amount by the date of Your bill or tell Us not to use any deposit to pay the disputed amount, then We will use any deposit and/or any pay as You go credit balance to pay the disputed sum.
- 5.11 Charges for Services You have used may be applied against Your applicable Allowance(s) on the date that We process them, which may be later than the date that You used those Services, and may be applied against Your next periodic Allowance.
- 5.12 Charges for calls and messages to certain numbers outside of those permitted in Your Allowance, such as premium rate numbers or non-geographic numbers, are set out in the Non Standard/Standard Price Guide.
- 5.13 We may use credit reference agencies to help Us verify Your identity, make credit decisions or for fraud protection. You agree that We may register information about You and the conduct of Your Account with any credit reference agency or CIFAS (the UK's fraud prevention service). For the purpose of fraud prevention and credit management, information about You and the conduct of Your Account may be disclosed to financial institutions and other companies. Such information may also be passed to debt collection agencies for debt collection purposes. Sometimes if there is insufficient information to enable Us to make a credit decision, We, and Our credit reference agencies, may also use information about other people financially linked to You (such as spouses, partners, family members, household members).
- 5.14 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 Monthly Account or Your Pay As You Go Account, subject to any limits imposed on the amount You can add to Your Account in that way. 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, 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.

- 5.15 If the SIM Card and/or the Equipment is lost, stolen or damaged You will be responsible for any Charges incurred until You have informed Us of the loss.
- 5.16 By entering into this Agreement You authorise the end users on Your Account to incur Charges without prior permission from You. Please see Our Plan Price Guide and Non Standard/Standard Price Guide for a list of Charges and Services which end users can add to Your Account without prior permission from You.

## **6. When We may Suspend, Disconnect or terminate the Services**

- 6.1 We may Suspend the Services 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 Your credit limit or other limit is exceeded (see points 5.4 and 5.5); or
  - 6.1.3 We reasonably believe there is fraudulent use of a payment card in relation to Your Account.
- 6.2 We may Suspend and/or Disconnect the Services and/or terminate the Agreement without warning if:
  - 6.2.1 You or anyone who uses Your SIM Card and/or the Equipment does not keep to the conditions of this Agreement or any other Agreement with Us or Our Group Companies;
  - 6.2.2 You don't pay any bill by the date set out on it or don't pay amounts owed under Your Device Credit Agreement on time;
  - 6.2.3 You fail to comply with any of the points in point 4.7;
  - 6.2.4 any step is taken to make any kind of arrangement that would compromise Your liability to pay Your debts and/or if You are an individual and You are unable to pay Your debts or if any step is taken to make You bankrupt; and/or if You are a company or other organisation and You become unable to pay Your debts (within the meaning of section 123 of the Insolvency Act 1986) or any step is taken to appoint an administrator, liquidator (for a reason other than solvent reorganisation), or receiver over You or any of Your assets. We can also terminate this Agreement if something similar (in any country) happens or if We think any of these things may happen;
  - 6.2.5 any licence of Ours to run the Network is ended;
  - 6.2.6 We reasonably suspect fraudulent use of the Network and/or Services based on any and all data available to Us;
  - 6.2.7 We identify a calling pattern or patterns that are disproportionate to the overall type, amount, duration and/or extent of calls which We would expect from good faith usage of Our Network or Services;
  - 6.2.8 You terminate the Device Credit Agreement that relates to this Agreement.
- 6.3 If We terminate this Agreement for a reason given under point 6.2, except if We terminate under 6.2.5, You must pay Us everything that You owe, including any Cancellation Charge and/or Additional Commitment Service Cancellation Charge, and any amounts owed under Your Device Credit Agreement.
- 6.4 You are liable for all Charges during any period of Suspension or Disconnection unless We decide otherwise.
- 6.5 Following a period of Suspension or Disconnection We can charge to reconnect You to the Services except where the Suspension or Disconnection was the result of something in point 6.1.1 happening. We can change Your Payment Terms as a condition of reconnection. If Your Services are Suspended or Disconnected for more than 60 days, You may also have to pass a credit check to reconnect the Services.
- 6.6 We will not Suspend and/or Disconnect and/or terminate for non-payment of a bill under point 6.2.2 if You have a genuine dispute with Us and before the date by which Your bill must be paid, You have written (see point 14.6) to Us setting out the details of Your dispute, including the amount of Your claim against Us and the amount You intend to withhold as disputed. If the amount You intend to withhold is less than the total amount You owe Us then You must pay the difference by the date set out on the bill. If You don't, then We can terminate this Agreement immediately. Your right to withhold payment will end once We revert back to You with a response, which will be reasonable and take into account all relevant laws, regulations and circumstances. You may have the right to take Your complaint to the Ombudsman Services dispute resolution scheme or to the Financial Ombudsman Service as described at points 14.9 or 14.10 below.
- 6.7 Our rights set out in here are in addition to any other legal rights We may have against You under point 11.

## **7. Changing Charges and Services**

- 7.1 We can lower any Charge at any time without telling You beforehand, although We will try to tell You if We can.
- 7.2 We can suspend, change, increase the price of or withdraw part or all of the Additional Services on giving relevant customers with those Additional Services Written Notice a minimum of 30 days before We do so. The change will then apply to You once that notice period has run out unless:

- 7.2.1 it is a change to an Add-on which is not exclusively to Your benefit, and You cancel the Add-on that is changing by giving Us notice to cancel within 30 days of Us notifying You of the change; or
- 7.2.2 it is a change to an Additional Service excluding Add-ons, which significantly disadvantages You such that You have a right to cancel the agreement under point 9.4, and You give Us notice to cancel the agreement within 30 days of Us notifying You of the change.
- 7.3 We can suspend, withdraw or increase the price of Your Price Plan or Price Plan Service or change the terms and conditions (other than as set out at point 12.4). We will give You Written Notice a minimum of 30 days before We do so. The change will then apply to You once that notice period has run out unless You (i) have a right to cancel the Agreement without paying a Cancellation Charge under point 8.4 and (ii) you exercise that right and cancel within 30 days of Us notifying You of the change.
- 7.4 We can change Your Price Plan or Price Plan Service or other Services (excluding Additional Services). We will give You Written Notice a minimum of 30 days before We do so. The change will then apply to You once that notice period has run out unless You (i) have a right to cancel the Agreement without paying a Cancellation Charge under point 8.4 and (ii) you exercise that right and cancel within 30 days of Us notifying You of the change.
- 7.5 We can change an Additional Commitment Service. We will give You Written Notice a minimum of 30 days before We do so. The change will then apply to You once that notice period has run out unless You have the right to cancel it without paying an Additional Commitment Service Cancellation Charge (see point 8.4). You may have a right to terminate this Agreement without paying a Cancellation Charge if We do this, see point 8.5.
- 7.6 All Your Charges (including the Price Plan Charge) include an annual price increase, (rounded up to the nearest whole pence), which will be calculated by multiplying the Charges individually by a percentage comprised of (i) the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figure), plus (ii) 3.9%. The increase will take effect on bills dated on or after 31<sup>st</sup> March of each year and use the CPI figure published in January of that year. If the CPI figure is negative in the relevant year We will only increase the Charges by 3.9%. The change to Your Charges as a result of this annual increase will not give You the right to terminate this Agreement without paying a Cancellation Charge. This annual increase will not apply to amounts owed under a Device Credit Agreement.
- 7.7 Where one or more of Our wholesale Roaming partners increases the cost of Services used when Roaming We will increase Your Roaming Charges by the same amount. We will provide Written Notice to active users of the Roaming Services that are changing. Any change to Roaming Charges under this point 7.5 will not give You the right to terminate this Agreement without paying a Cancellation Charge, unless it is of material detriment to You and You give Us notice to cancel this Agreement within 30 days of Us notifying You of the change. We will not increase Roaming Charges in this way more than once in any month.
- 7.8 Where one or more of Our international partners increases the cost of Services (calls and texts from the UK to other countries) We will increase Your Charges for international calls and texts by the same amount. We will provide Written Notice to active users of the particular services that are changing. Any change to Roaming Charges under this point 7.5 will not give You the right to terminate this Agreement without paying a Cancellation Charge, unless it is of material detriment to You and You give Us notice to cancel this Agreement within 30 days of Us notifying You of the change. We will not increase Roaming Charges in this way more than once in any month.
- 7.9 We can increase Your Price Plan Charge, or any other Charges, if We are required to do so as a result of any new legislation, statutory instrument, government regulation or any new taxation which We need to pass on to You as a matter of law. For the avoidance of doubt, any such increase will not give You the right to terminate this Agreement without paying a Cancellation Charge.

## **8. Your termination rights**

- 8.1 You can give Us notice to terminate this Agreement by contacting Us and providing Us with 30 days' or more notice, at any time. We may in certain circumstances accept a shorter notice period and will let you know You if that is the case when You contact us to terminate. Our website sets out details of how You may contact Us to terminate.
- 8.1.1 If (except as set out in point 8.4) in Our total discretion, We accept notice from You to terminate this Agreement within the Minimum Term, You will have to pay Us a Cancellation Charge and, if applicable, the Additional Commitment Service Cancellation Charge, unless You have a right under point 8.4 or 8.5 not to pay a Cancellation Charge.

- 8.1.2 If a Cancellation Charge and/or an Additional Commitment Service Cancellation Charge is due, it is calculated as follows:
- 8.1.2.1 the sum of all outstanding Monthly Charges and/or Additional Commitment Service monthly Charges for the remainder of Your Minimum Term, factoring in any recurring monthly discount to which You are entitled, calculated at a daily rate;
  - 8.1.2.2 minus VAT at the prevailing rate;
  - 8.1.2.3 minus a further 4%;
  - 8.1.2.4 reduced by any credit on Your Account; and
  - 8.1.2.5 with VAT at the prevailing rate added onto that final amount.
- 8.1.3 You can terminate this Agreement without having to pay Us a Cancellation Charge after the Minimum Term has ended. You will have to pay Your Charges for Services during the notice period.
- 8.1.4 If You terminate this Agreement for any reason within Your Minimum Term, and You have a Device Credit Agreement with Us, You need to pay the remainder of what You owe Us under that Device Credit Agreement.
- 8.2 Subject to point 8.1, Your Agreement or the Additional Commitment Service will terminate in accordance with one of the following termination procedures:
- 8.2.1 Termination without a PAC or STAC. If You do not request a PAC or STAC Your Agreement will terminate at the end of the 30 day notice period. You are free to change Your mind and call Us to withdraw Your notice of termination at any time during the 30 day notice period.
  - 8.2.2 Termination with a PAC or STAC. PACs or STACs are made available upon request and last 30 days from issue. If You request a PAC or STAC on or after the date You give Us notice to terminate this Agreement, Your Agreement will terminate once it has been used. If You don't use the PAC or STAC within its validity period, it will expire and this Agreement will continue until You terminate again using the process described in this point 8.2.
- 8.3 You will be responsible for all Charges up to and including the date that this Agreement terminates. If the Agreement terminates before the expiry of the 30 day notice period, You may have to pay a Charge, as described in Our Non-Standard Price Guide. If Your Price Plan Service or the Agreement is terminated, the Additional Commitment Service will automatically terminate.
- 8.4 A Cancellation Charge won't apply if You are within the Minimum Term and:
- 8.4.1 Our entitlement to operate the Network ends at any time; or
  - 8.4.2 Your access to Our Network is permanently disrupted and in accordance with point 4.5 Your Monthly Charges are reduced by 100% for the remainder of Your Minimum Term; or
  - 8.4.3 You are a Consumer and the change that We gave You Written Notice of in point 12.3 is not exclusively to Your benefit and You give Us notice to cancel this Agreement within 30 days of Us notifying You of the change; or
  - 8.4.4 the change that We gave You Written Notice of in point 7.4 significantly disadvantages You and You give Us notice to cancel this Agreement within 30 days of Us notifying You of the change; or
  - 8.4.5 We have given You Written Notice of an increase in a Price Plan Charge (other than an increase as a result of Our annual price increase as calculated in point 7.6); or
  - 8.4.6 We have given You Written Notice of a change to an Additional Service (including a change to the charge), other than an Add-on, and other than as a result of (i) our annual price increase as described in point 7.5 or (ii) our changes to roaming and international charges in points 7.7 and 7.8, in a way that significantly disadvantages You; or
  - 8.4.7 You have a right to cancel a Linked Agreement because of a change that We have made to that agreement; and
  - 8.4.8 You give Us notice to cancel this Agreement within 30 days of Us notifying you of the change.
- 8.5 An Additional Commitment Service Cancellation Charge won't apply if the change that We give You Written Notice of in point 7.5 is not exclusively to Your benefit.
- 8.6 If You are terminating this Agreement and a Cancellation Charge doesn't apply because the circumstances outlined in point 8.4 have occurred, You can then ask for a refund of any unused Pay As You Go Account balance that You may have.
- 8.7 You will not have a right to cancel this Agreement without having to pay a Cancellation Charge if:
- 8.7.1 Any change to the Charges is as a result of Our annual price increase (as described in point 7.6) or is an increase in Roaming or international charges and You are not significantly disadvantaged (as described in points 7.7 or 7.8); or

- 8.7.2 Any change is made to an Add-on, the charges for an Add-on or a one-off charge (for example a replacement SIM charge); or
- 8.7.3 The change falls within clause 12.4 but is of a purely administrative nature and has no negative effect on You, or is directly imposed by law.

## **9. Internet access**

- 9.1 If You have Equipment which enables You to access the internet, this section applies to You.
- 9.2 We may have to change, suspend, withdraw or (if applicable) 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.
- 9.3 We may provide links to other third party websites which may include links to the websites of Our partners. Any such 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.
- 9.4 You (and not Us in any way) are entirely responsible for anything that You upload, e-mail, post or otherwise transmit via internet 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 4.7.9 and 5.8 will apply.
- 9.5 Your ability to access a secure internet environment will be dependent on the Equipment and the third party supplier of any Content. You are responsible for any Charges incurred by any unauthorised third party who uses the Equipment and/or the Service as a result of any breach of that security, whether You use any security tools at Your disposal, or not.
- 9.6 This point 9 will apply even after this Agreement has been terminated.

## **B – EQUIPMENT**

### **10. Equipment**

- 10.1 You may get Equipment from Us directly when You take out a Price Plan, whether for free or for an upfront cost.
- 10.2 In limited circumstances Equipment that We provide to You may be locked to Our Network and it may not be possible to unlock such Equipment so that it can be used on the network of another mobile provider..
- 10.3 By using the Services and the Equipment provided to You, You consent to Our collection of Equipment details and network data from the Equipment (using software embedded on the Equipment) which may include:
  - 10.3.1 Your IMEI (information which identifies the Equipment);
  - 10.3.2 Your IMSI (a SIM card's unique identification);
  - 10.3.3 the operating system You are using; and
  - 10.3.4 Your IP (Internet Protocol) address.
- 10.4 If You give Equipment provided to You to someone else to use on Our Network (for example, if You are paying for the Equipment for a family member), You agree that You have told that person about the software and collection of data as explained in point 10.3 above and obtained their consent to this.
- 10.5 You will need compatible Equipment and/or a compatible Price Plan to access some Services, for example 4G or 5G Services. Unless We supplied any Equipment, You are responsible for ensuring that it is compatible with the Services, and has the necessary software updates and installations required in order to access the Services. You must follow any instructions that We give You about accessing the Services through the Equipment.

### **11. When We may Blacklist the Equipment**

- 11.1 In order to protect the Network and the Services for the use of all Our customers and in accordance with point 10 above, We will identify fraudulent use of Equipment based on any and all data available to Us and will then take steps if We know or have reasonable grounds to suspect that fraud has taken place.
- 11.2 Where We reasonably conclude fraud has taken place We will:
  - 11.2.1 place the Equipment on a Blacklist.
- 11.3 The following situations are indicative of where We will assume fraud has taken place. However, We may use Our rights to Blacklist the Equipment in other situations where We reasonably believe fraud has occurred:
  - 11.3.1 You do not pay any bill within the first six months of this Agreement;

- 11.3.2 We detect that the Equipment has never been used in the UK and is being used outside the UK without Our knowledge or consent and with a SIM card that has not been supplied by Us;
- 11.3.3 You tell Us that Equipment has been lost or stolen;
- 11.3.4 We suspect on reasonable grounds that information has been supplied to Us without the knowledge of the person named or that an application is unauthorised or contains false particulars, including fraudulently obtained financial details.
- 11.4 We will try to send You reasonable Written Notice before We take any of the steps above, but We do not have to as We may have to act quickly to prevent the damage from any potential fraud increasing.
- 11.5 We will restore services and remove any Blacklist once We are satisfied that there is in fact no fraudulent use of the Equipment by You or any third party. That may include You paying any sums that are owed to Us under this Agreement, including the Cancellation Charge. We may charge You the cost of enabling the Equipment except where there has been a genuine error or dispute (see point 6.6 above). We can change Your Payment Terms as a condition of this.
- 11.6 Point 11.3.1 will not apply if You have a genuine dispute with Us and before the date by which Your bill must be paid, You have written (see point 14.6) to Us setting out the details of Your dispute, including the amount of Your claim against Us and the amount You intend to withhold as disputed. If the amount You intend to withhold is less than the total amount You owe Us then You must pay the difference by the date set out on the bill. If You don't, then We can terminate this Agreement immediately. Your right to withhold payment will end once We revert back to You with a response, which will be reasonable and take into account all relevant regulations and circumstances. You may have the right to take Your complaint to the Ombudsman Services dispute resolution scheme or to the Financial Ombudsman Service as described at points 14.9 or 14.10 below.
- 11.7 The rights in this point 11 are in addition to Our rights to suspend and or disconnect the Services and/or terminate the Agreement under point 6.

## C – GENERAL

### 12. Changes to Our Agreement

- 12.1 We will make a copy of Our current version of these terms and conditions available on Our website. We can change this Agreement for any good reason, for instance, where it is necessary to make administrative changes to Our registered name, address or customer service contact details or if We want all customers on the same conditions. We will tell You about the change beforehand, as explained here.
- 12.2 If You are a Consumer and the change of terms and conditions has no negative effect or You are not a Consumer, We will send You Written Notice a minimum of 30 days before the terms and conditions are due to change. The new terms and conditions will automatically apply to You once that notice has run out.
- 12.3 If You are a Consumer and the change is not exclusively to Your benefit, We will send You Written Notice a minimum of 30 days before the terms and conditions are due to change. 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. If You do this You won't have to pay any Cancellation Charge that would otherwise apply, see point 4. If You have a Device Credit Agreement still in progress, which You want to terminate, You will need to pay to Us all amounts owed under that Device Credit Agreement.
- 12.4 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 unless You have a right to cancel under point 8.7.3.

### 13. Our Liability to You

- 13.1 We are only liable to You as set out in this Agreement. We have no other duty or liability to You.
- 13.2 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.
- 13.3 Except as set out in points 13.1 and 13.2, Our total liability to You for something We or anyone who works for Us does or does not do will be limited to a maximum of £10,000 for all incidents under this Agreement.
- 13.4 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 the Equipment or Services) or anticipated profits, loss of property or loss of use of property.

- 13.5 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.
- 13.6 You must tell Us about any claim as soon as reasonably possible.
- 13.7 We will not be liable to You if We cannot carry out Our duties or provide Services because of something beyond Our control.
- 13.8 We will not be responsible for any harm You suffer from a Virus which infiltrates the Equipment, whether it was transmitted via the Services or otherwise. You remain responsible for all Charges applied to Your Accounts for the use of any Services activated by such a Virus.
- 13.9 We will not be responsible for any harm incurred as a result of unauthorised third party use of the Equipment and/or Services (see point 10.4). Subject to point 5.8 above, You remain responsible for all Charges applied to Your Accounts arising from the use of any Services by that third party.
- 13.10 This point 13 will apply even after this Agreement has been terminated.

#### **14. General**

- 14.1 You need to get Our explicit prior 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.
- 14.2 We may monitor or record any conversations between You and Our staff for authentication, security, quality and training purposes.
- 14.3 We may send notices to either Your postal address, Your online account, Your email address or Your SIM Card and/or the Equipment You use regardless of how Your bill is made available to You. We may also send You 'over the air' updates to Your Equipment which may make some minor adjustments to the functionality or display on the Equipment. You'll need to accept these changes which may include doing anything reasonable We request. You will not be able to opt out of receiving these notices.
- 14.4 You must phone 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. If You fail to inform Us of any change, We will continue to make Your bill available to You by either (depending on how You receive Your bills) making Your bill available in Your online account and sending any notification to the last email address that You gave Us or sending it to the last postal address that You gave Us or. Those bills will be payable in accordance with point 5.6.
- 14.5 We aren't responsible for messages that don't get to You because the Equipment is turned off or not connected to the Network.
- 14.6 Unless otherwise stated in this Agreement, any notices from You to Us must be sent to Our registered address, details of which may be found on Our website. It is currently: EE Limited, 1 Braham Street, London E1 8EE.
- 14.7 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.
- 14.8 This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 14.9 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 relating to this Agreement to adjudication under the Ombudsman Services dispute resolution 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. You can find details of Our Complaints Code of Practice on Our website at [www.ee.co.uk](http://www.ee.co.uk).
- 14.10 If You have a complaint which relates to a Finance Agreement between You and Us or between You and a third party to whom we have referred you and We fail to resolve that complaint to Your satisfaction, You may be able to refer Your complaint to the Financial Ombudsman Service. You can find details of Our Complaints Code of Practice on Our website at [www.ee.co.uk](http://www.ee.co.uk).
- 14.11 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.



- 14.12 If You're not a Consumer, 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.
- 14.13 If You have any questions or require help or support You can contact Us by calling customer services. In addition, You can go to the help and support pages of Our website.
- 15. Your Information**
- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.