



XBOX GAME PASS ULTIMATE WITH DATA ON EE

ADD-ON TERMS

Date: 21 April 2021

Version: 1

Eligibility

1. Xbox Game Pass Ultimate Add-on (the "**Xbox Add-on**") provides you with:
 - a access to Xbox Game Pass (for use on games console and Windows 10 PC), Xbox Live Gold (for use on games console only) and **Cloud Gaming (beta)** (for use on a compatible mobile device) (the "**services**"); and
 - b the data on us whilst using **Cloud Gaming (beta)** ("**data on us**");for a monthly charge (currently £10 a month).
2. The **Xbox 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. Please note customers on our SME Business Connect and Smart Watch plans are not eligible for the **Xbox Add-on**.
3. The **services** are only available to customers using a compatible mobile phone or tablet using Android 6.0 operating system (as at the date of these terms) or later or other compatible devices such as an Xbox console or Windows 10 PC. The list of compatible devices is subject to change. Please see <https://www.xbox.com/en-GB/xbox-game-pass> for compatible devices. Customers on an eligible plan with a device running the iOS operating system or that only uses the Huawei Mobile Services platform (where the Google Mobile Services platform is not available), may take the **Xbox Add-on** but may not be able to use **Cloud Gaming (beta)** on their iOS or Huawei device and therefore benefit from **data on us**.
4. Availability is subject to credit status.

The Add-on

5. The **Xbox Add-on** is made available on a 30-day rolling contract. We'll apply the charge to your Account each month until you ask us to remove it.
6. You will receive an SMS within 14 days to complete activation of the **service** using your Microsoft account. Once you have activated the **service** the **Xbox Add-on** will be added to your account. If you already have Xbox Game Pass Ultimate direct from Microsoft, it will automatically be updated to the **Xbox Add-on** on your next renewal date and added to your EE account.
7. We'll apply the charge to your EE Account each month until you ask us to remove it. You can cancel the **Xbox Add-on** at any time. The service will be removed at your next renewal date, which is on the monthly anniversary of the **Xbox 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.
8. As soon as the **Xbox Add-on** is removed from your account, data used whilst using **Cloud Gaming (beta)** will be deducted from your EE Price Plan's inclusive data allowance. If you had an Xbox Games Pass direct from Microsoft and had accrued passes prior to taking the **Xbox Add-on** from EE, the accrued passes may still be available so you can access the **services**.

9. The **Xbox Add-on** is provided to you as a 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 **Xbox Add-on** per eligible line registered to your Account.
10. Any change to the cost of the **Xbox Add-on**, to the **service**, or to the terms and conditions shall, if applicable, only entitle you to cancel the **Xbox Add-on**. Such changes shall not entitle you to cancel your Agreement with us for mobile network services.
11. When entering into a contract for digital content you're entitled to a 14-day cooling off period, except where you enter into 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 the **services** (e.g. by viewing the content or playing a game) 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.
12. We may suspend access to or terminate your contract for the **Xbox Add-on** 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).

Data on us

13. Whilst you have the **Xbox Add-on** data used whilst using **Cloud Gaming (beta)** on your device containing an EE SIM on an eligible plan (as set out above) whilst in countries covered by your Plan allowance will not be deducted from your EE Price Plan's inclusive data allowance. If you do not have any data remaining from your Price Plan's data allowance, you will be unable to use **Cloud Gaming (beta)** using mobile data. You will still be able to use the **services** using WiFi, by purchasing a data add-on or by using another compatible device.
14. The **data on us** has been tested to work on the Android operating systems. We will not stop you from using other devices, but we cannot guarantee that any data you use on alternative devices or devices using an operating system other Android will not be deducted from your allowance.
15. If you access **Cloud Gaming (beta)** using a VPN or proxy, we will not be able to link your EE customer ID to your activity and therefore you will not be able to receive the **data on us**.
16. Using certain additional content in the **services** will be deducted from your Plan's data allowance. Examples of this are, adverts, advertising metrics, metadata, news articles, general browsing, images and content (including music, podcasts or radio broadcasts) from third party apps or websites accessed using the **services**, or uploading your own content. This list gives an indication of the types of content which may be chargeable but is not exhaustive. On occasion there may be circumstances beyond our control which may lead to data being deducted from your Plan's data allowance, we will endeavour to ensure this never happens. Your **Xbox Add-on** includes an additional 200MB data boost. This additional data allowance will be used in the same way as your Plan's data allowance (if you are on a Sharer plan only the account lead can receive this additional 200MB). This data will be added to your account when your plan data renews each month and does not roll over. This additional 200MB is not ringfenced for use in connection with the **services**.

17. We will not stop you from tethering other devices to your mobile device. However, the **Xbox Add-on** is not designed for this type of use and so we cannot guarantee that any data you use when tethering will be not be deducted from your Plans' data allowance.

General

18. In order to provide the **Xbox Add-on** we will monitor your access to the **services**. 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>.
19. The **Xbox Add-on** is for personal and non-commercial use only. It's your responsibility to ensure that **services** accessed by under 18s is suitable for those viewing it. Content available via the **services** may change from time to time.
20. Some content provided by the **services** may require additional hardware (e.g. a controller).
21. Access to content outside of the UK is subject to the terms and conditions of Microsoft.
22. The **services** are provided by Microsoft Ireland Operations Limited ("**Microsoft**"). You must read and accept Microsoft's Terms and Conditions. You agree to use **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 via the **service** is for general informational purposes only and is not guaranteed by EE. Full terms can be found at <https://www.microsoft.com/en-gb/servicesagreement/>.
23. To access some features of the **services** you will be required to enter a Microsoft ID. If you do not have an existing Microsoft ID, you will be required to register for one. When registering, you must provide Microsoft with some personal information. The information you supply when creating a Microsoft ID will be processed in accordance with Microsoft's Privacy Statement which can be accessed via the Microsoft Services Agreement (see clause 22).