



NETFLIX

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SMART BENEFIT TERMS

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Version 1

Date 11 August 2021

1. Customers taking a Smart Plan or Full Works Plan on or after 7<sup>th</sup> July 2021 can choose Netflix as a Smart Benefit (the "**Netflix Smart Benefit**") which provides access to Netflix Basic membership.
2. Once you have requested the **Netflix Smart Benefit** you will need to activate the Netflix service by completing the activation process. You will receive instructions on how to activate the Netflix service via a text message.
3. If you have an existing Netflix account directly with Netflix, you must link it to your EE plan when you activate your **Netflix Smart Benefit**. Netflix will continue to charge you separately for your existing Netflix account until you link that account to your EE pay monthly plan. If your existing Netflix membership is Netflix Standard or Netflix Premium and you wish to continue with that membership, you will need to take a **Netflix Add-on** as set out below. If your Netflix subscription is part of an inclusive bundle with a third party, you may continue to be charged via that third party. For any queries regarding your billing with Netflix for your existing Netflix account, please contact Netflix directly.
4. If you link an existing Netflix account to your EE pay monthly plan, terminating your EE services or removal of the **Netflix Smart Benefit** will not automatically cancel your Netflix membership, and Netflix will automatically resume charging your existing payment method that they have on file. If you wish to review the details of your Netflix membership, please visit the 'Account' pages on the Netflix website.
5. Data used whilst streaming the content from the Netflix service will be deducted from your EE Price Plan's inclusive data allowance.
6. Once you have activated the **Netflix Smart Benefit** you are eligible, subject to credit status, to take a **Netflix Add-on** to upgrade your membership to Netflix Standard or Netflix Premium. If you upgrade your membership during activation of your **Netflix Smart Benefit** the **Netflix Add-on** will automatically be added to your account.
7. The **Netflix Add-on** will start as soon as we accept your request. We therefore advise you to complete activation of your Netflix account immediately if you have not already done so.
8. We'll apply the charge for your **Netflix Add-on** to your Account each month until you ask us to remove it. You can cancel the **Netflix Add-on** at any time, but it may take up to 48 hours to be removed from your account. As soon as the add-on is removed from your account, your membership will return to Netflix Basic. If you add or remove the add-on part way through a billing period, the charge will be pro-rated.
9. The **Netflix Add-on** is provided to you as an Additional Service. As an **Additional Service** it does not form part of your Price Plan with us. We'll refer to it as an add-on in MyEE, on your bill, online and when you call or text customer services. You cannot have more than one add-on of this type per eligible line registered to your Account.
10. Before requesting this Additional Service, you must acknowledge and understand that any change to the cost of, or content included as part of the membership upgrade do 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 Netflix (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.

12. 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).
13. The Netflix service is provided by Netflix Services UK Ltd ("**Netflix**"). 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. You must read and accept the Netflix Terms of Use which can be found at <https://help.netflix.com/legal/termsfuse>.
14. We will share information about you with **Netflix** and vice versa. This will happen in circumstances that relate to the administration of your Netflix service, including activation of the Netflix service, 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>. You can view Netflix's Privacy Statement on [netflix.com/privacy](http://netflix.com/privacy).