

TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.ee.co.uk (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

INFORMATION ABOUT US

www.ee.co.uk is a site operated by EE Limited ("We"). We are registered in England and Wales under company number 02382161 and have our registered office at Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW. Our VAT number is 771 5920 16.

We are a limited company and are regulated by the Office of Communications (Ofcom).

ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). You recognise that the site may be adversely affected by events outside our control. We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are responsible for all actions that take place as a result of access to our site via your password or identification code. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You may not use our site in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. When using our site, you must comply with the provisions of our Forum Terms or any other acceptable use terms as posted on the site from time to time.

You are responsible for making all arrangements necessary for you to have access to our site. We do not charge you anything extra to use our site, so all it should cost is what you normally pay to access the internet. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright, trademark and other intellectual property laws and treaties around the world. All such rights are reserved.

Logos, product names, service names, trade names, colours, brand assets or any arrangement thereof form part of our proprietary registered and/or unregistered trademarks and intellectual property. Any unauthorised use of these trade marks may constitute a breach of our intellectual property rights.

We grant you a non-exclusive, non-transferable right to view and use our site and its content for private, non-commercial purposes only and subject to compliance with these terms. You may print off or download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. We use our reasonable endeavours to ensure the content and prices for our goods and services on our site are accurate at the time of their inclusion however they may be out of date at any given time. All goods and services displayed on our site are subject to availability.

If the need arises, we may suspend access to our site, or close it indefinitely.

OUR LIABILITY

Your access to our site and any action you carry out on the basis of data or information you obtain from or via our site is carried out entirely at your own risk. The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability.

The exclusions below do not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

If you are using our site as a consumer, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- Any liability for any indirect or consequential loss or damage that was not reasonably foreseeable by us and incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

whether caused by tort (including negligence), breach of contract or otherwise.

If you are using our site as a business, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- Any liability for any direct, indirect or consequential loss or damage (whether foreseeable by us or not) and incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

whether caused by tort (including negligence), breach of contract or otherwise.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy <http://explore.ee.co.uk/privacy>. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Our secure-server software (SSL-128 bit) encrypts your personal information (including your credit/debit card number and your name and address), converting it into bits of code that can be securely transmitted over the internet.

TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of goods and services formed through our site are governed by our terms and conditions of supply.

Placing an order

The information displayed on our site represents an opportunity for you to assess the goods and services on our site. No offer for the sale of these goods and services is being made to you by us via the content you have accessed through our site.

Any order you send to us for the purchase of specific goods and/or services constitutes an offer for the goods and/or services selected.

We are not obliged to accept your order. We will send you a first email letting you know that we have received your order. We will then check your order, which includes performing a credit check, and decide whether to accept it. No price, or other information displayed on our site will bind us until we have accepted your order. The price you will be charged for any goods or services will be the price in force when your order is accepted by us. If we do accept your order, a contract will be created at the time we send you a second email confirming your order. You will be deemed to have received our acceptance of your offer once we have correctly sent an email to your electronic mail box.

We can only accept orders from persons aged 18 years or older and who are residents of the United Kingdom. Your order will only be accepted if you supply us with a UK delivery address.

We reserve the right to limit the number of orders per person and/or per household.

All the products and services shown on our site are for new customers only, unless we let you know otherwise.

Pre orders and out of stock orders

Whenever you pre-order online (i.e. order a device before it is launched), or order a device that is currently out of stock, we will aim to send it to you within 30 days either of the launch date (pre-orders) or of your order (out of stock devices). Sometimes, due to demand, we will not be able to send it to you within this time. If so, we will let you know and if you are unhappy to wait more than 30 days, you can cancel this order. This means we will refund any deposit or amount you have paid for the device and cancel your account. If you are an upgrading customer, and you decide to cancel this kind of order, you'll still have to pay for any services used before cancelling.

When you pre-order or order a device that is out of stock your contract with us starts when your order is accepted but your plan will start at (and you will be charged from) the moment we send your new device out to you (i.e. just before you receive it).

UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Forum Terms or any other acceptable use terms as posted on the site from time to time.

You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose without notice to you. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Forum Terms or any other acceptable use terms as posted on the site from time to time.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other

proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Forum Terms or any other acceptable use terms as posted on the site from time to time.

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties not controlled by us, these links are provided for your information only and the inclusion of such links does not imply any endorsement by us of such sites. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

JURISDICTION AND APPLICABLE LAW

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

GENERAL

We may delay enforcing our rights under these terms without losing them.

If any part of these terms is determined to be legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms shall continue in effect.

YOUR CONCERNS

If you have any concerns about material which appears on our site, please call us on 150 (free of charge from an EE handset) or 07953966250 (your standard charges to mobile networks will apply).