

# EE PAYM TERMS

## TERMS AND CONDITIONS

The legal terms You need to know about Your pay monthly mobile communications service.  
Version 02 dated March 2014.

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 over 2G and 3G. If You have a 4G compatible phone and Price Plan, you can also use our 4G Network to do more things using the internet. 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). 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 3.1 and 3.2 of the terms and conditions.

**2. Equipment.** You may get Equipment from Us when you take out a Price Plan. Unless We tell you otherwise, You will only own this Equipment at the end of the first six months of the Minimum Term (see point 3.14 and 3.15 of the terms and conditions). You will be required to take all reasonable care with the Equipment and keep it in good condition as if You owned it. (See point 3.13.2).

**3. 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 Your Monthly Charge, Charges for Additional Services and all other Charges in our Plan Price Guide and Non-Standard Price Guide which can be found on Our website.

**4. 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 and 2.6 of these terms and conditions).

**5. Annual Price Increase.** Your Price Plan Charge includes an increase by the annual percentage increase in the Retail Price Index (RPI). We will do this so the price increase takes effect in March of each year (See point 7.1.4 of the terms and conditions).

**6. Changing the Terms and Charges.** We may change the terms and conditions or the Services. If We do, We'll give you Written Notice when We can before the change takes effect. (See point 7.1 of the terms and conditions). We may also increase or decrease Our prices. Your Price Plan Charge will go up by RPI during your Minimum Term. Some price increases may give You the right to leave the Agreement without paying a Cancellation Charge. (See point 7.2.3 of the terms and conditions).

**7. Ending this Agreement.** You can phone Us and give 30 days' notice to end this entire Agreement with effect from the end of (or after) the Minimum Term. You may have to pay a charge for ending the Agreement early 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 points 7.2 and 7.3 of the terms and conditions).

**8. 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. You may have to pay Us a Cancellation Charge as a result. (See points 3.5, 4.4.5, 6.1.2 and 7.3 of the terms and conditions).

**9. 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 by the date set out on it to ensure continued access to the Service. (See point 4 of the terms and conditions).

**10. Lost or Stolen Equipment.** If either Your Equipment or SIM Card are lost or stolen, please call customer services as soon as You realise it's lost or stolen. You will have to pay for any Charges incurred on Your Account before You told Us. (See points 2.9.1 and 4.6 of the terms and conditions).

**11. Credit Limits.** We can set and change credit limits for Charges. If You go over Your credit limit, Your Service may be suspended. (See point 2.10 of the terms and conditions).

**12. Our liability to You.** There are certain circumstances in which Our liability to You is limited or excluded. (See point 5 of the terms and conditions).

**13. Your Information.** You and anyone who you buy the Equipment for agree that We, our Group Companies and our carefully selected business partners can use information about You including information about Your use of Our Network and Services and related products. We and such parties may also use the location of the Equipment that You are using with the Network to tell You about Our products and services and third party offers that may be of interest to You and for research and analytics purposes. You can ask us to stop sending You direct marketing to you at any time. (See point 10.4 of the Agreement).

**14. 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 on 150 for free from your EE mobile phone.



# EE PAYM TERMS

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## THE FULL TERMS OF YOUR PAY MONTHLY AGREEMENT

### 1. Definitions

When We use these words they have the following meanings:

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

**'Additional Service'** an optional/extra Service not part of Your Price Plan, including but not limited to, premium rate services, additional products and services added to your Price Plan, Content, directory enquiry services, Roaming and international services and/or third party services, and the charges for a Service once any Allowance is used up;

**'Additional Commitment Service'** means 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 totals the rest of the monthly Charges for the remainder of the minimum period of the Additional Commitment Service, discounted by any prepaid Charges and other discounts You are entitled to, which can be found on Our website;

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

**'Agreement'** these terms and conditions between You and Us for the use of the SIM Card to access the Services, together with the Plan Price Guide and Non Standard Price Guide booklets of Charges referred to throughout;

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

**'Cancellation Charge'** the Charge which totals the rest of the Monthly Charges for the remainder of the Minimum Term, calculated at a daily rate, discounted by any prepaid Charges and any other discounts You are entitled to, which can be found on Our website;

**'Charge'** the Price Plan Charge, a charge for an Additional Service, the Additional Commitment Service charge and any other additional charge including the Separate Payment Handling Charge and the Cancellation Charge;

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

**'Content'** all information whether textual, visual, audio or otherwise, appearing on or available on a one-off payment basis through the Services supplied by Us including by way of example only, a ringtone;

**'Equipment'** any equipment that You use to access the Services;

**'Group Companies'** means EE Limited Group (which includes EE Ltd and its subsidiaries) the France Telecom SA Group (which includes France Telecom SA and its subsidiaries) and the Deutsche Telekom AG Group (which includes Deutsche Telekom AG and its subsidiaries);

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

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

**'Monthly Account'** the account 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 Price Guide'** is the booklet of Charges not part of your Price Plan including, but not limited to, Charges for Additional Services, Additional Commitment Services, the Separate Payment Handling Charge and relevant terms and conditions which can be found on Our website;

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

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

**'Portal'** the exclusive selection of Content indicated to be available from Us and/or Our partners which You can access from the Equipment using wireless application protocol technology and/or by using the mobile internet;

**'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;

**'Price Plan Charge'** the charge for the Price Plan Service, which comprises the Monthly Charge for the Price Plan;

**'Price Plan Service'** the inclusive Service 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;



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**'Renewing', '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);

**'Roaming'** using Your SIM Card to connect to another network whilst You are outside the UK;

**'Separate Payment Handling Charge'** the charge for the processing by Us of payments made by means other than by direct debit or bank automated clearance system. The charge is applied according to how Your last bill was paid. The charge for the Services remains the same, irrespective of the payment method used;

**'Service'** a service provided to You by Us including the Price Plan Service and any Additional Service and Additional Commitment Service;

**'SIM Card'** the card or cards provided under this Agreement and used with Equipment to get Services;

**'Upgrading', '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);

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

**'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), whose registered address is Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW;

**'Written Notice'** sending You either: (1) an electronic message to Your SIM Card 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 the Portal, unless We send You anything, by stating clearly on the Portal what change will be made to Content available there;

**'You' and 'Your'** the customer who is a party to this Agreement; Your Equipment includes both Equipment that You own and Equipment that You have obtained from Us but do not yet own. (See points 3.13 to 3.15 below).

## 2. Our Agreement

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 4.11, 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.

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.

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. After the Minimum Term, We may move You at Our discretion to a lower Price Plan. We may do this as an alternative to our right to suspend or disconnect the Services in accordance with point 4.4.5.

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 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 The following terms apply to SIM Cards:

2.9.1 If a SIM Card is lost, stolen or damaged, You should call customer services for a new one (see point 4.6). We may charge for a replacement.

2.9.2 We own the SIM Card and license You to use the telephone number associated with it. You can only use a SIM Card to use the Services.

2.9.3 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.

2.9.4 We reserve the right to recall any SIM Card from You at any time to enhance or maintain the quality of the Services or Your Equipment.

2.10 We may set and change credit limits for Charges. We can suspend Your access to the Services if Your limit is exceeded. Charges are not capped by any limit We set 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.



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## 2.11. Changes to Our Agreement

2.11.1 We will make a copy of Our current version of these terms and conditions available on Our website. We can change these terms and conditions for any good reason, for instance, if We want all customers on the same conditions. We will tell You about the change beforehand, as explained here:

2.11.2 If You are a Consumer and the change of terms and conditions is not of material detriment to You or You are not a Consumer, We will send You Written Notice 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.

2.11.3 If You are a Consumer and the change is of material detriment to You, We will send You Written Notice 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 7.2.3.2.

2.11.4 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.

## 3. Our Services

3.1 We will always try to make the Services available to You but sometimes they may be unavailable as a result of, or be affected by:

3.1.1 Things like the weather and faults in other networks;

3.1.2 Degradation, 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;

3.1.3 Your location when using the Services. For example, coverage is affected if You are indoors and/or the thickness of the walls; or

3.1.4 The country You use the Services. 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.

3.2 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 3G Services when You are in range of a 3G base station and You can only use 4G Services when You are in range of a 4G base station (which may only be available in certain geographical areas). 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.

3.3 You may use the Service 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, Your Equipment may try to use another mobile network to connect Your call to the emergency services. Depending on Your Equipment, Your approximate location using certain location data may be provided to the emergency services. See Your Price Plan terms and conditions for any other restrictions on access to emergency services.

3.4 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.

3.5 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:

3.5.1 The Services are not used for anything unlawful, immoral or improper.

3.5.2 The Services are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls.

3.5.3 The Services are only used with Equipment approved for use with the Network and all relevant laws and rules are followed.

3.5.4 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.

3.5.5 The Services are not used to access or use Content in a way that infringes the rights of others;

3.5.6 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.

3.5.7 You give Us information We reasonably ask for.

3.5.8 All reasonable instructions We give You are followed.

3.5.9 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.



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3.5.10 The Services can be used to gain access to the services of a third party voice over internet protocol calling provider, subject to the terms and conditions of Your Price Plan.

3.5.11 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:

- (i) a GSM Gateway, commonly known as a 'SIM box';
- (ii) a device used to forward or divert calls with the intention of reducing Your charges for that call; or
- (iii) illegal repeaters (a device to boost coverage which is unlicensed and used without Our express prior written consent).

3.5.12 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.

3.5.13 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.

3.5.14 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.

3.5.15 You must give Us any deposit or extra deposit that We ask for.

3.5.16 You comply with any requirement of Ours to set up an online account for billing purposes. (See point 4.4.3); and

3.5.17 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. If You let anyone under the specified age use Your Equipment, You must deactivate access to the Age Restricted Services.

3.6 Any failure to comply with any of the points in point 3.5 will entitle Us to suspend or disconnect the SIM Card from the Network. We will also be entitled to terminate this Agreement and You may have to pay a Cancellation Charge.

3.7 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 the Portal.

3.8 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. Calls that You make will then be charged as if You were Roaming and those calls will not come out of any Allowance (unless the relevant Plan Price Guide states otherwise).

3.9 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 Price Guide for details.

3.10 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 Price Guide. You may have to ask Us to set up Your Account for Roaming.

3.11 Any Equipment that We provide to You will be locked to Our Network. It may not be possible to unlock such Equipment so that it can be used on the network of another mobile provider. If the Equipment can be unlocked, We may unlock it for You at Our absolute discretion and We may charge You for this service. Please see Our Non Standard Price Guide.

3.12 We will allocate You a phone number to use with Your Equipment on the Network. You may also use a phone number transferred to Us from another mobile network operator. You can also take your telephone number with You when You leave Our Network. We will transfer Your telephone number to or from Our Network. Please see the porting compensation scheme on Our website for more information on transferring Your telephone number.

3.13 You may get Equipment from Us when you take out a Price Plan. Unless We tell you otherwise, We will own any Equipment provided by Us for the first six months of the Minimum Term. During this time, You:

3.13.1 Cannot sell or otherwise permanently give the Equipment to anyone else.

3.13.2 Must take all reasonable care of the Equipment and keep it in reasonable condition (subject to usual wear and tear) as if You owned it; and

3.13.3 Cannot change or alter the Equipment, other than standard software updates and app purchases.

3.14 After six months of the Minimum Term, and provided You have not broken any condition of this Agreement according to point 3.15 below, You will automatically own the Equipment.

3.15 If during the first six months of the Minimum Term, and before You get ownership of the Equipment provided to You by Us, you break any condition of this Agreement according to points 4.4.5 or 7.3.1, We may give You Written Notice to return the Equipment to Us.

3.16 The Services are for normal person to person use from Your Equipment. We'll decide that the Services are being used improperly if You call and/or text more than 300 different numbers in a month. We will give You Written Notice if We think You are breaking this condition. If You continue to break this condition, We may immediately disconnect Your SIM from the Network.



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## 4. What and how You pay

4.1 Our Charges are set out in Our booklets of charges, called Plan Price Guide and Non 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.

4.2 All Our Charges are exclusive of VAT. You shall pay an amount inclusive of any VAT.

4.3 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.

### 4.4. Monthly Account

4.4.1 We will 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. Additional Services and Additional Commitment Services may be charged in arrears or in advance, as set out in Our Non Standard Price Guide. Other Charges are for the month just passed and any earlier time if not previously charged for.

4.4.2 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.

4.4.3 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.

4.4.4 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 4.4.5.2 below. You will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from You.

4.4.5 If You don't pay any bill by the date set out on it, You will have broken an important condition which is a fundamental part of this Agreement between You and Us and this will entitle Us to:

- (i) suspend Your SIM Card from the Network; and/or
- (ii) terminate this Agreement immediately and charge You a Cancellation Charge; and/or

4.4.6 In addition to our rights under 4.4.5, if You do not pay a bill within the first six months of the Minimum Term We may:

- (i) place Your Equipment on a blacklist so that it cannot be used on any network within the United Kingdom, including Ours, except for making emergency calls and using Wi-Fi. We will give You reasonable Written Notice before We do this, which may be by SMS. We will remove the Equipment from this blacklist once You have paid the bill and/or any Cancellation Charge which We have charged You; and
- (ii) Remotely disable Your Equipment so that it can no longer be used on any network, except for making emergency calls. We will give You reasonable Written Notice before We do this, which may be by SMS. We will enable Your Equipment once You have paid the bill and/or any Cancellation Charge which We have charged You. We may charge You the cost of enabling the Equipment except where something in point 4.4.7 has happened. We can change Your Payment Terms as a condition of this.

4.4.7 Points 4.4.5 and 4.4.6 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 9.6) 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.

4.4.8 Our rights set out in here are in addition to any other legal rights We may have against You.

4.4.9 You may have to pay additional Charges, the amount of which is set out in Our Non Standard Price Guide, for example: the Separate Payment Handling Charge; or the Charge to reconnect You to the Services (see point 6.3); 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 4.4.4).

4.4.10 If You have a Monthly Charge discount with Us because You are also a home broadband customer, that discount will be removed if either Agreement is terminated for any reason.

### 4.5. Pay As You Go Account

4.5.1 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 Your Price Plan Charges rate but in accordance with these Pay As You Go Account conditions.

4.5.2 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 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 4.8.



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4.5.3 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 Service 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 Price Guide. You are responsible for all Charges correctly deducted in accordance with this point 4.5.3.

4.5.4 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.

4.5.5 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. 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.

4.5.6 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.

4.5.7 We will not refund pay as you go credit in any circumstances except as set out in point 7.2.5 below.

## CHARGES GENERALLY

4.6 You are responsible for all Charges applied to Your Account, except Charges applied after You called customer services to advise that Your SIM Card has been lost or stolen. (See point 2.9.1).

4.7 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. We may not be able to tell You before We do.

4.8 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 4.4.5 above. 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.

4.9 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.

4.10 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 Price Guide.

4.11 We may use credit reference agencies to help Us 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. 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 phone 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).

4.12 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. 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 using the Service, 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.

4.13 If the SIM Card or Your Equipment is lost, stolen or damaged You will be responsible for any Charges incurred until You have informed Us of the loss.

4.14 If You're not a Consumer, 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 Price Guide for a list of Charges and Services which end users can add to Your Account without prior permission from You.

### 5. Our Liability to You

5.1 We are only liable to You as set out in this Agreement. We have no other duty or liability to You.

5.2 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.



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5.3 Except as set out in points 5.1 and 5.2, Our total liability to You for something We or anyone who works for Us does or does not do will be limited to £3,000 for each SIM Card for one incident or £6,000 for each SIM Card for a number of incidents within any 12 month period.

5.4 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 Equipment or Services) or anticipated profits, loss of property or loss of use of property.

5.5 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.

5.6 You must tell Us about any claim as soon as reasonably possible.

5.7 We will not be liable to You if We cannot carry out Our duties or provide Services because of something beyond Our control.

5.8 We will not be responsible for any harm You suffer from a Virus which infiltrates Your 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.

5.9 This point 5 will apply even after this Agreement has been terminated.

## **6. When We may suspend or disconnect the Services**

6.1 We may suspend the Services or terminate this Agreement and disconnect any SIM Card from the Network 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 You or anyone who uses Your SIM Card does not keep to the conditions of this Agreement or any other Agreement with Us or Our Group Companies.

6.2 You are liable for Charges during suspension unless We decide otherwise. We would not make You pay Monthly Charges or other recurring Charges during the suspension period only if there was a severe disruption to the Network (meaning that there was a breakdown in over 90% of the Network which lasted for 3 days or more) or where the Network has completely broken down.

6.3 We can charge to reconnect You to the Services except where something in point 6.1.1 happened. We can change Your Payment Terms as a condition of reconnection.

6.4 The rights that We have under this point 6 are in addition to the other rights that We have to suspend and/or terminate the Services and/or suspend or terminate this Agreement as set out in the following other points of this Agreement: 3.5, 4.4.5 and 7.3. If We suspend the Services for any reason set out in points 6, 3.5, 4.4.5 and 7.3, and the Services are suspended for more than 60 days, You may have to pass a credit check to reconnect the Services.

## **7. Changing Charges and terminating this Agreement**

7.1 Changes to Services and Charges

7.1.1 We can lower any Charge at any time without telling You beforehand, although We will try to tell You if We can.

7.1.2 We can suspend, change, increase the price of or withdraw part or all of the Additional Services on giving active users of the Service a reasonable period of Written Notice. The change will then apply to You once that notice has run out.

7.1.3 We can suspend, change or withdraw Your Price Plan, Price Plan Services or Additional Commitment Service. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.

7.1.4 Your Price Plan Charge and, if applicable, any Additional Commitment Service Charge includes an annual price increase, which will be the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics. We will give You 30 days Written Notice of the increase to take effect in March of each year and use the most recently published RPI figure before we give You Written Notice under this point 7.1.4.

7.1.5 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.

### **7.2. Your termination rights**

7.2.1 You can give Us notice to terminate this Agreement, to take effect on or after the end of the Minimum Term. However (except as set out in points 7.2.3 and 7.2.4) if, 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. You can terminate this Agreement without having to pay Us a Cancellation Charge after the Minimum Term has ended. If You are not a Consumer, You are not entitled to any discounts on the Cancellation Charge or the Additional Commitment Service Charge other than prepaid Charges.





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7.2.2 You can only give Us notice to terminate this Agreement or the Additional Commitment Service by calling customer services. Subject to point 7.2.1, Your Agreement or the Additional Commitment Service will terminate 30 days from when We receive Your call, although You are free to change Your mind and call Us to withdraw Your notice of termination at any time during that period. You will be responsible for all Charges up to and including the date that this Agreement terminates. If Your Price Plan Service or the Agreement is terminated, the Additional Commitment Service will automatically terminate.

7.2.3 A Cancellation Charge won't apply if You are within the Minimum Term and:

7.2.3.1 Our entitlement to operate the Network ends at any time; or

7.2.3.2 You are a Consumer and the change that We gave You Written Notice of in point 2.11.3 is of material detriment to You and You give Us notice to immediately cancel this Agreement before the change takes effect; or

7.2.3.3 We have given You Written Notice of an increase in a Price Plan Charge under point 7.1 that is higher than the annual percentage increase in the Retail Price Index (RPI) as calculated in point 7.1.4; and You give Us notice to immediately cancel this Agreement before the change takes effect.

7.2.4 An Additional Commitment Service Cancellation Charge won't apply if You are within the minimum period of the Additional Commitment Service and:

7.2.4.1 Point 7.2.3.1 applies; or

7.2.4.2 We have given You Written Notice of an increase in the Additional Commitment Service Charge under point 7.1 that is higher than the annual percentage increase in the Retail Price Index (RPI) as calculated in point 7.1.4; and (ii) You give Us notice to immediately cancel the Additional Commitment Service before the change takes effect.

7.2.5 If You are terminating this Agreement and a Cancellation Charge doesn't apply because the circumstances outlined in point 7.2.3 have occurred, You can then ask for a refund of any unused Pay As You Go Account balance that You may have.

## 7.3. Our immediate termination rights

7.3.1 We can terminate this Agreement immediately and You must pay Us everything that You owe, including any Cancellation Charge and Additional Commitment Service Cancellation Charge, if any of the following happen:

7.3.1.1 You break an important condition of this Agreement or a number of less important conditions;

7.3.1.2 You break a less important condition of this Agreement and do not put it right within 7 days of Us asking You to; or

7.3.1.3 If any step is taken to make any kind of arrangement that would compromise Your liability to pay Your debts; or (A) if You are an individual and You are unable to pay your debts or if any step is taken to make You bankrupt; or (B) 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.

7.3.2 We can terminate this Agreement if any licence of Ours to run the Network is ended. However, as described in point 7.2.3.1, You won't have to pay a Cancellation Charge or Additional Commitment Service Cancellation Charge.

## 8. Portal access

8.1 If You have Equipment which enables You to access the Portal, this section applies to You.

8.2 We will try to maintain Content on the Portal which is within Our control, but We can't promise that it will always be complete, accurate and up to date. We aren't responsible to You or any third party for any action You take because You relied on what We said or how We provided Content on the Portal.

8.3 We will try to give You Written Notice (as described in point 7.1.2 above) a reasonable period before changing an Additional Service which is Content. However, We may have to change, suspend, withdraw or 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.

8.4 We may provide links to other third party websites which may include links to the websites of Our partners. If You follow those links, You will be leaving the part of the internet or Portal that We or Our partners control. Because of that, any 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.

8.5 You (and not Us in any way) are entirely responsible for anything that You upload, e-mail, post or otherwise transmit via Portal 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 3.5.9 and 3.6 will apply.

8.6 Your ability to access a secure internet environment will be dependent on Your Equipment and the third party supplier of Content.

8.7 This point 8 will apply even after this Agreement has been terminated.



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## 9. General

9.1 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.

9.2 We can record any conversations between You and Our staff.

9.3 We may send notices to either Your postal address, Your online account, or Your email address regardless of how Your bill is made available to You. We may also send You 'over the air' updates to Your phone which may make some minor adjustments to the functionality or display on Your phone. You'll need to accept these changes which may include doing anything reasonable we request.

9.4 You must call 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) sending it to the last postal address that You gave Us or making Your bill available in Your online account and sending any notification to the last email address that You gave Us. Those bills will be payable in accordance with point 4.4.

9.5 We aren't responsible for messages that don't get to You because Your Equipment is turned off or not connected to the Network.

9.6 Unless otherwise stated in this Agreement, any notices from You to Us must be sent to: EE Ltd, Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW.

9.7 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.

9.8 This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

9.9 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 to adjudication under the Communications and Internet Services Adjudications 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.

9.10 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.

## 10. Your Information

10.1 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 as set out in point 10.11.

10.2 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.

10.3 We and/or Our Group Companies will use Your personal information for providing the Services, Equipment and related products to You, administration of Your account and billing, advertising, marketing, research, analytics, credit scoring, customer services, tracking the Equipment You are using on Our Network and web use and profiling Your preferences. We will disclose Your information to Our service providers and agents to help Us with these purposes. We will keep Your information for a reasonable period after Your contract with Us has finished in case You decide to use Our Services again and may contact You about Our Services during this time.

10.4 You agree that We, Our Group Companies and Our carefully selected business partners can use information about You, including information about Your use of Our Network, Services and related products and the location of the Equipment You are using on Our Network, to tell You about products, services or promotions offered by Us and third parties that may be of interest to You and for research and analytics purposes. We may contact You by post, fax, email, telephone, electronic messaging (including but not limited to SMS and MMS) or online or via any other interactive media. If You would prefer not to receive direct marketing communications from Us, simply let Us know by calling 150 and We will stop sending them to You. Please see Our privacy policy on Our website for further details. If You will be giving the Equipment to someone else to use on our Network (for example, if You are paying for the Equipment for a family member), then You agree that You have told that person how We will use their information and obtained their consent to this.

10.5 You have a right to ask for a copy of Your personal information (for a small charge) and to correct any inaccuracies. Please see Our privacy policy for further details.

10.6 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 subscriber/user) does not give You the right to terminate this Agreement.



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10.7 We may transfer Your personal information to countries outside of the European Economic Area, which do not always provide the same level of data protection as the UK, for the purposes of providing You with Our Services. If We do make such a transfer, We will put a contract in place with Our service providers including security obligations on them to ensure Your information is protected in accordance with UK standards.

10.8 We will carry out any activity or disclosure of Your personal information to comply with Our legal and regulatory requirements, for law enforcement purposes and to detect, prevent or investigate crime, fraud and misuse of or damage to Our Network, Services and related products.

10.9 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 Our customer services department.

10.10 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.

10.11 If You have any questions or require help or support You can contact Us by calling customer services for free on 150 using your Equipment on Our Network or by calling 0845 412 5150 from any other phone (charges apply, see Our Non Standard Price Guide). In addition, You can go to the help and support pages of Our website.

