

EE SIM PLAN TERMS AND PRICE GUIDE

12 MONTH, 24 MONTH AND 30-DAY SIM PLANS

Available from 23rd September 2020 Updated October 2020

PLAN TERMS

To be eligible to join a SIM only plan on EE, you will need to pass our standard credit checks.

- If you choose a 24-month plan, you'll have to promise to stay with us for 24 months.
- If you choose a 12-month plan, you'll have to promise to stay with us for 12 months.
- If you choose a 30-day plan, you'll have to promise to stay with us for 30 days.

USE OF SERVICES

See our Price Guide at pages 7-9 for details of your inclusive allowances. Your plan will include some or all of the additional benefits described below.

Your monthly payment is for using mobile internet on your phone, for checking voicemail (including visual voicemail if you have an iPhone) and an allowance of minutes and texts. You can use your minutes and texts:

- When in the UK to call and text customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (mobile and landline numbers to Jersey, Guernsey and Isle of Man not included).
- When in the EU/EEA to call and text customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (including landlines and mobiles in Jersey, Guernsey and the Isle of Man).
- When in the EU/EEA (including Jersey, Guernsey and the Isle of Man) to call and text customers of EU/EEA mobile networks and landlines.

	Calling from the UK	Calling from EU/EEA/Switzerland (including Jersey, Guernsey & the Isle of Man)
Calling to the UK (landlines starting with 01, 02 & 03, and mobiles)	Included	Included
Calling to EU/EEA/Switzerland (including Guernsey, Jersey & Isle of Man)	EU/EEA not included, Guernsey, Jersey & Isle of Man not included	Included (to landlines and mobiles)

For example:

- Calls and texts from the UK to France are not included in your allowance, as this is an international call.
- Calls and texts from France to mobiles & landlines in the UK are included as part of your roaming allowances.
- Calls and texts within the EU/EEA/Switzerland to mobiles & landlines (so for example from France to France, or from France to Spain) are included as part of your roaming allowances.

You cannot use your inclusive minutes and texts to call and text customers of mobile networks and landlines in the EU/EEA/Switzerland when in the UK. Allowances do not include premium rate numbers anywhere in the UK or the EU and will be charged at your normal plan rate.

Calls to numbers starting with 08, 070, 09 and 118 are not included in your inclusive allowance of minutes. Calls to numbers starting with 084, 087, 09 and 118 will be split into two parts:

- the Access Charge this is the amount that is charged by EE as set out in the Price Guide below (page 9);
- the Service Charge this is charged by the organisation you are calling. The amount of the Service Charge is set by them and should be stated anywhere the number is advertised.



The Access Charge is added to the Service Charge to give your total cost of call. For further information https://ee.co.uk/help/help-new/billing-usage-and-top-up/call-text-and-data-charges/charges-for-calling-non-geographic-numbers.

Your inclusive data allowance is for use when in the UK and in the EU. When in the EU you may be subject to a data fair use policy (see below for details).

These plans are for normal person to person use from your phone and are subject to your acceptance of our standard terms and conditions for pay monthly services. We monitor use in accordance with those terms.

The terms state that you can't use these plans to sell access to our network to anyone else. They are also not to be used for anything unlawful or to send nuisance communications. We'll decide that you're breaking these terms if you text and call more than 300 different numbers in a month. Remember, we're free to decide that other types of use may also be breaking this term. If you do break this term, we'll contact you and ask you to stop and if you don't then we may disconnect your SIM card from our network.

4G Calling: You'll need a 4G calling compatible phone to make and receive calls over our 4G network. 4G Calling is not available when roaming.

<u>Wi-Fi Calling:</u> When in the UK, if you have a compatible device and the correct software, you can use your minutes allowance to make calls using Wi-Fi Calling (see ee.co.uk/wificalling for terms).

DATA USE IN UK

You'll need 3G, 4G or 5G coverage to use mobile internet on your phone and a compatible device. You can only use mobile internet on our 4G network if you're within a 4G enabled area and to use 5G you need to be within a 5G enabled area. 5G is only available in a limited number of locations and you must be on a Smart SIM plan (and you must have a 5G compatible device) to access it. You can and should check expected coverage via our coverage maps at ee.co.uk/coverage. Your phone may not be compatible with other UK networks or networks outside the UK. Whether you're on 3G, 4G or 5G, coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography. If you're on a Smart SIM plan, in some very limited circumstances right at the edge the 5G-enabled area and when you are indoors, your device may show you're connected to the 5G network when you're not. You'll still receive our best available speed at this location.

Each plan gives you a data allowance to use each month. We'll let you know by text message when your data is running low (when 80% of your allowance is used up) and when it has run out. You can use mobile internet on your phone to make internet phone calls ('VoiP') use your phone as a modem ('tethering') and, you can use mobile internet on your phone for peer to peer file sharing but your speed will be slower than usual as we monitor our network to protect it for all customers. Please see the network management policies on our website for more information. We won't charge you any more if you reach your monthly data allowance, but you won't be able to use mobile internet. To continue to use mobile internet after you've used up your current month's data allowance, you'll need to buy one of our data add-ons which will allow you to use mobile internet until your next bill date. If you are on a Smart SIM plan you will be able to use Reserve Data described below.

ROAMING

Inclusive roaming benefits are available to UK based customers only.

Our **Europe Roaming Zone** presently includes:, Austria, Azores, Belgium, Bulgaria, Croatia, Cyprus*, Czech Republic, Canary Islands, Denmark, Estonia, Finland, France, French Guyana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, San Marino, Saint Martin (French), Saint Barthelemy, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City (Italy).

* Note Turkey (you may wish to connect to a Turkish network in Northern Cyprus) and Andorra are outside the EU/EEA and not included in our European Roaming Zone. Therefore, any calls made from either of these countries, or from Northern Cyprus if connected to a Turkish network will be chargeable.

You can call 150 free of charge when roaming in the EU/EEA to get information about our charges. Emergency services can be contacted within the EU/EEA by calling 112.

If your device is compatible with Wi-Fi Calling, you will not be able to use it for Wi-Fi Calling when outside the UK.



Fair use amount

If your domestic data allowance is greater than 50GB, a fair usage policy of 50GB whilst roaming in our Europe zone or Rest of World Roaming Zones will apply (i.e. you can use up to 50GB from your allowance while roaming). Once you've used your fair use policy amount when roaming, we will notify you and surcharges will apply to continue using data when roaming in our Europe and Rest of World Zones.

The surcharges will last until you exhaust the remainder of your domestic data allowance, return to the UK, or until your next bill date (whichever is earlier).

1MB £0.36

Note whilst the charge displayed above is per MB, EE charge on a per KB basis (i.e. 1KB = £0.00036 or 0.036p).

Whether you have a FUP and subject to the above surcharges after exhausting your fair use amount, or you have a domestic allowance of 50GB or less and therefore not subject to the fair use amount, if you use all your domestic data allowance when roaming outside the UK you'll need to buy an out of bundle UK/EU data add-on to continue using data. Details of these data add-ons (and the surcharges mentioned above) can be found in the EE Pay Monthly Non-Standard Price Guide.

Speeds

All our customers can enjoy the superfast speeds supported by our roaming partners abroad. If you are on a Smart Plan and have used up your plan allowance, you can use your Reserve Data when roaming in EU, however your speeds will be capped at 2Mbps (see below for more detail on Reserve Data). But please note: Speeds outside the UK always depend on the network you connect to and 4G and 5G may or may not be available. We aren't responsible for the speeds or coverage you get outside the UK. As in the UK, your coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography.

Stable links

You must comply with the EE fair use policy which includes you being a permanent resident in, or having a stable link to, the UK. We will consider you to have a stable link to the UK if, during any four-month period, you:

- · spend a total of two months or more within the UK; or
- · mainly use your inclusive voice, text or data usage allowances in the UK, rather than while you are roaming.

If we reasonably believe there is a breach of this stable links policy, we will monitor this based on the combination of your presence in the UK and usage in the EU/EEA/Switzerland for four months. If, during this four month period, we believe or know that you may have breached the conditions set out above, we will notify you of the breaches and ask you to explain the reasons for this, as well as setting out the type of proof you need to supply to satisfy us that your usage complies with EE's stable links policy.

If you do not contact us within 14 days or we think that your explanation for your usage is unreasonable we may apply a surcharge for all future usage. Surcharges are set out above and we will cease to charge these surcharges when you contact us and either supply the proof requested in our notification or comply with the stable links policy. You may not resell our UK SIM cards to persons not residing in or having stable links to the UK. If you do, we may block the SIM card and roaming services.

Complaints

If you have any concerns about EE's fair use policy, please get in touch with us using your preferred contact method at our <u>Ways to Complain</u> page. Please see our <u>Complaint Code of Practice</u> for full details of our complaints procedure.

Unlimited Plans

50GB fair use policy applies outside UK. Personal, non-commercial use only. If you regularly tether 12 or more devices, we will consider this non-personal use and have the right to move you to a more suitable plan. We will consider usage above 600GB/month to be non-personal use and have the right to apply traffic management controls to deprioritise your mobile traffic during busy periods or to move you to a business plan. You can gift up to 100GB. Data usage on an unlimited plan will decrement from giftable allowance. Any data boost allowance will be added to the giftable allowance.



4G/5G Speeds in UK

SIM Plans give you access to speeds of up to 60Mbps on our 3G and 4G networks. You can check your 3G and 4G coverage at ee.co.uk/coverage.

Smart SIM Plans give you uncapped speeds in the UK. You'll be able to use our 5G network if you have a 5G compatible device. You can check your coverage at ee.co.uk/coverage.

SMART SIM BENEFITS

Smart Benefits

Smart Plans give you access to a range of Smart Benefits. Once you've chosen, you can change your Smart Benefit thereafter every 30 days. Choose your Smart Benefit at purchase, via My EE or by texting 150, for more details go to ee.co.uk/passes We may at any time change the range of Smart Benefits available, the content of Smart Benefits or the minimum length of time each must be active for. We will try to notify active users of the affected Smart Benefit if we do this but are not obliged to. Each Smart Benefit may take up to 24 hours to activate. Third party subscriptions may be required.

Reserve Data

If you have a Smart Plan with a capped data allowance (i.e. not an unlimited data plan) once you have used up your monthly data allowance you will be able to use Reserve Data in the UK and EU. You will still be able to access the internet to do the essentials, but we will keep you connected at a capped speed of 2Mbps. You will regain access to our fastest speeds upon any of the following:

- renewal of your monthly plan allowance;
- · by buying one of our data add-ons; or
- if you are gifted data by someone else in your family account.

Once the data add-on or gifted data runs out, you will be able to use Reserve Data again.

Service Pack

If you purchased a Plan directly from EE you are entitled to:

£10 off cases/screen protectors: Subject to availability. Non-transferable. Available at time of purchase only. Where we do not stock accessories for a specific device, we will provide a discount code to be redeemed online.

Annual Device & Account MOT: We'll make sure you're making the most of your account and getting the best value from EE. We'll cover a price plan check, a service benefits check, a Smart Benefits check, data usage and other potential EE benefits. The Device MOT will include an overview of the software, battery, storage and connectivity information. It is your responsibility to back up all of your data on your device.

UPGRADES

Upgrades (12-month plans):

- Customers who have moved to a 12-month SIM only plan from a handset plan can move back to a handset plan at any time during their 12-month contract.
- Customers who have moved from a PAYG plan need to stay on their 12-month SIM only plan for 6 months before they can move to a handset plan.
- New customers also need to stay on their 12-month SIM only plan for 6 months before they can move to a handset plan.
- A fee to upgrade before the end of the 12-month minimum term may apply.
- SIM Access customers will need to have been on their plan for 10 months before they can move to a handset plan, this will be dependent on payment history
- If you choose a 30-day plan and you decide to upgrade or cancel your contract, you'll have to give 30 days' notice to us by phone.



SIM ACCESS

These terms are in addition to our standard SIM plan terms where applicable and are subject to the restrictions outlined below. Offered at our discretion to those customers unable to obtain a standard SIM plan due to not passing the credit check. A 12-month minimum term applies. All services for use in the UK only, unless specified otherwise. No deposit required. Not compatible with sharer plans. Not eligible for multi-line discount.

Allowance allows you to call/text from UK to UK mobiles & landlines starting with 01, 02 and 03 (excluding Jersey, Guernsey and the Isle of Man). Out of allowance calls to these numbers cost 65p/min. General: Calls to 084, 087, 09 & 118 numbers are not included; you'll be charged EE's Access Charge of 65p/min plus the applicable service charge. See the EE Price Guide for a detailed list of service charges. See ee.co.uk for our Price Guide & more info. Once you use up your data, you'll be required to buy a data add-on to continue using your device for that purpose. The credit limit is £30 which may be increased at our discretion from time to time. Once the credit limit is reached the service will be suspended. Once the balance is cleared the service is restored. Some charges may not be recorded against your account immediately, so the charges could exceed your credit limit before your account is suspended.



PLAN PRICE GUIDE

For new and upgrading customers from 23rd September 2020.

The monthly price shown, add-ons and all out of bundle charges will increase on or after 31st March every year by the Consumer Price Index rate of inflation published in January that year, plus 3.9%. See ee.co.uk/increase for details. Please note the cost of other services you take from us may increase or decrease while you're an EE customer.

This is the Plan Price Guide referred to in your full pay monthly agreement with us. This Plan Price Guide forms part of your agreement with us.

Where the prices below are a range, check your order confirmation for your monthly plan price as at the start of your plan.

	SIM Plans (12-month minimum term)					
Monthly Cost (inc. VAT)	£13	£16	£19	£22	£25	£34
Inclusive UK minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Inclusive UK Texts	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Inclusive Internet	250MB	1GB	3GB	20GB	40GB	Unlimited
Data Speed	Up to 60Mbps of 4G Speed Our fastest 4G speeds					
Roaming benefits	Use of your allowance when traveling in the EU (fair usage policy applies), destinations listed in the terms above.					

	SIM Plans (30 days)				
Monthly Cost (inc. VAT)	£18	£21	£24	£27	£30
Inclusive UK minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Inclusive UK Texts	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Inclusive Internet	250MB	1GB	3GB	20GB	40GB
Data Speed	Up to 60Mbps of 4G speed				
Roaming benefits	Use of your allowance when traveling in the EU (fair usage policy applies), destinations listed in the terms above.				

	SIM Plans (24-month minimum term)					
Monthly Cost (inc. VAT)	£9	£12	£15	£18	£21	£30
Inclusive UK minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Inclusive UK Texts	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Inclusive Internet	250MB	1GB	3GB	20GB	40GB	Unlimited
Data Speed	Up to 60Mbps Our fastest 4G speeds					
Roaming benefits	Use of your allowance when traveling in the EU (fair usage policy applies), destinations listed in the terms above.					



	Smart SIM Plans (12-month minimum term)				
Monthly Cost (inc. VAT)	£25-28	£28-31	£29-34	£38	
Inclusive UK minutes	Unlimited	Unlimited	Unlimited	Unlimited	
Inclusive UK Texts	Unlimited	Unlimited	Unlimited	Unlimited	
Inclusive Internet	60GB	100GB	200GB	Unlimited	
Data Speed	Our fastest 5G speeds				
Roaming benefits	Use of your allowance when traveling in the EU (fair usage policy applies), destinations listed in the terms above.				

	Smart SIM Plans (24-month minimum term)					
Monthly Cost (Inc. VAT)	£26	£29	£33	£37		
Inclusive UK minutes	Unlimited	Unlimited Unlimited Unlimited Unlimited				
Inclusive UK Texts	Unlimited	Unlimited Unlimited Unlimited Unlimited				
Inclusive Internet	60GB	100GB	200GB	Unlimited		
Data Speed	Our fastest 5G speeds					
Roaming benefits	Use of your allowance when traveling in the EU (fair usage policy applies), destinations listed in the terms above.					

	Full Works SIM Plan for iPhone (24-months)
Monthly Cost (incl. VAT)	£41
Inclusive UK minutes	Unlimited
Inclusive UK Texts	Unlimited
Inclusive Internet	Unlimited
Data Speed	Our fastest 5G speeds
Roaming benefits	Use of your allowance when traveling in the EU (fair usage policy applies), destinations listed in the terms above.

	Included in	Allowances?	
Service Type	Smart SIM/Full Works SIM (24-month or 12-month)	SIM Plan (30- Day, 24-month or 12-month)	Cost of Calls or Services Made Outside of Allowances (incl. VAT) ⁵
Calls to UK mobile numbers	√	√	65p per minute ²
Calls to certain MVNO numbers ³	Х	Х	65p per minute ²
Calls to landlines (numbers starting with 01, 02, or 03 excluding Jersey, Guernsey and Isle of Man)	√	✓	65p per minute ²
Calls to Freephone (080) & (116) ^{4,5}	Х	Х	Free
Calls to 08 & 09 numbers	Х	Х	Access Charge of 65p per minute plus a Service Charge ⁹
Calls to 084 and 087 numbers	Х	Х	Access Charge of 65p per minute plus a Service Charge ⁹
Calls to numbers starting in 0500	Х	Х	20p per minute ²
Calls to retrieve voicemail	✓	✓	65p per minute ²
Text messages to UK mobile numbers ⁵	√	✓	16p per message
Text messages to certain MVNO numbers ^{3, 5}	Х	Х	16p per message
Picture messages	Х	Х	65p per MMS
Calls to Customer Services (During Normal working hours)	√	√	Free
Calls to Customer Services (During Extended Working Hours) ⁶	√	√	50p per call ²
Calls divert ⁷	✓	✓	Standard Call Rates Apply
Calls & texts to UK mobiles and landlines when roaming in one of countries listed below ^{1, 8}	√	√	65p per minute ² 16p per SMS

Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City

Calls and texts to mobiles and landlines within the countries	√	√	Standard Call Rates Apply
listed below when roaming in			Ctandard Can reacco / ippry
those countries 1, 8			

Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Martinique, Monaco, Netherlands, Norway, Poland, Portugal, Reunion Islands, Romania, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City

- 1. Inclusive calls and texts in certain countries within Europe Zone (plus overseas dependencies and territories). See below for further details.
- 2. A one-minute minimum call charge applies. Thereafter calls are charged on a per minute basis.
- 3. Calls & text messages to certain MVNO and call forwarding services are not included in your allowance. A pre call announcement may be heard prior to call connection. See 'points to note' for more information.
- 4. Calls to some charity helplines (e.g. Childline) are free to call and will not be deducted from your allowance. For a full list please visit the 'help' section of our website, ee.co.uk.
- Applies to messages sent from your device.
- 6. Call charges vary depending on the time of your call as well as other optional selections that you may choose. You will be notified of call costs and have the option to end the call at that point without incurring any charge. Please see our 'Non-Standard Service' brochure for further details and for definitions of our "normal working hours" and "extended working hours.
- Call divert is included in your allowance where the diverted to a number which would have ordinarily been included in your allowance. Standard call rates apply to outside of allowance calls.
- Fair usage applies abroad. See plan terms above.
 - VoIP and using your phone as a modem or 'tethering' use will be deducted from your inclusive data allowance.
- 9. This price will not increase each year by the Consumer Price Index rate of inflation published in January plus 3.9%. The price may increase from time to time.



PLAN PRICE GUIDE

Europe **Overseas Dependencies** Austria Azores Jersev French Guiana Belgium Latvia Bulgaria Liechtenstein Guadeloupe Canary Islands Lithuania Martinique Croatia Luxembourg Mayotte Cyprus Madeira Reunion Islands Malta Czech Republic Saint Barthélemy Denmark Monaco Saint Martin Estonia Norway Finland Poland France Portugal Germany Romania Gibraltar San Marino Greece Slovakia Guernsey Slovenia Hungary Spain Iceland Sweden Ireland Switzerland Isle of Man Netherlands Italy Vatican City

For further details on call costs whilst roaming please refer to the help section of our website, ee.co.uk

If you connect to a local Wi-Fi service on your mobile phone while you're abroad, you won't use any of your Data Roaming Add-ons while you're using it. Charges for using Wi-Fi will be made by the local provider.

How Your Services Are Charged - Data

What do you mean by data usage?

We measure how much data you use in kilobytes (KB). Data is based on the following units:

- 1024 bytes = 1 Kilobyte (KB) (equivalent to reading 2/3 paragraphs of text)
- 1024 KB = 1 Megabyte (MB) (equivalent to about one hour of instant messaging)
- 1024 MB = 1 Gigabyte (GB) (equivalent to about five hours of watching YouTube)

We send data across our network in packets no bigger than 1.5KB. A packet is just a unit of data.

Data usage is all the data that's been sent or received. Upstream is where data is transferred from your device to the internet (uploading). Whereas downstream is from the internet to your device (downloading).

We calculate your data usage based on the amount of data that travels over our network both upstream and downstream, which may be different from the data your device consumes.

Your data usage will also include additional data packets which control the flow of data over the network and may also include data packets which have to be re-sent over the network, for example if you're in an area with poor coverage and your connection drops off.

When content providers state the file size of their content, it may take up a little bit more of your data to download that file. This is because of encryption and addressing data which can be up to 10 per cent of the total file size. For instance, if an image is said to be 100MB, it may take up to 110MB of data to download that file to your device.

