



EE TV TERMS AND CONDITIONS

Version: 6

Date: 27th June 2019

These terms are in addition to the EE Home Network Terms. Any definitions given to words or phrases in the Home Network Terms also apply to these terms and the relevant words will start with a capital letter.

1. Eligibility

- 1.1. EE TV is only available to existing Broadband customers with a Price Plan which includes the TV Service who take a new Broadband Plan or renew their current Price Plan with a new Minimum Term

2. Use

- 2.1. EE TV is provided for Your private and domestic use in the UK only. It must not be used for any commercial purposes.
- 2.2. We are responsible for providing You with the advertised functionality of the apps provided as part of the EE TV service. Subject to point 2.16 of the Home Network Terms, from time to time this functionality may be temporarily unavailable, amended or withdrawn.
- 2.3. We are not responsible for any content You access through EE TV. All such content (including the linear television channels, linear to on-demand, on-demand and short term content subscriptions) and equipment, is supplied by third parties in accordance with any terms they may specify. Such third parties can withdraw or amend their own services at any time and may not provide You with advance warning.
- 2.4. We can impose viewing restrictions, amend programming content and functionality where appropriate, for example if an urgent change is required for security reasons, or due to a request or demand or threat of action from a regulatory authority or other third party, or for any other reason which is beyond Our control. In such circumstances, We will give You as much notice as We consider practical.
- 2.5. We will not be responsible to You for content accessed using TV Services or Equipment functionality that:
 - 2.5.1. is disrupted or becomes temporarily unavailable as a result of atmospheric conditions;
 - 2.5.2. is not compatible with certain devices or software updates render the content or functionality incompatible
- 2.6. We reserve the right to update or alter the platforms used to deliver the TV Service.

2.7. EE TV is made available to You provided that You also comply with the following conditions, which are a fundamental part of this Agreement:

2.7.1. EE TV is not to be used for copying or recording all or any content watched or held on the set-top box except as allowed by law for your own private and domestic use. If any copying which is allowed by law becomes illegal, you may be required to cease recording content and delete any copied material.

2.7.2. You must not re-sell, or charge anyone for watching or using any part of the television service.

2.7.3. You must not broadcast or show any live or recorded content to the public or to anyone in an office or commercial space or otherwise use the EE TV service for any commercial purposes.

2.7.4. You must not "flick", stream, record, copy or transfer any text, graphic, photo, video, music, sound-recordings, audio, audio-visual content or any other content which you don't legally own from your device to the EE TV set-top box.

2.8. Clauses 2.1 and 2.7 are important conditions of us providing the set-top box. We will have the immediate right to terminate your agreement without notice if you do not comply with the requirements set out.

2.9. We are entitled to prevent the copying of anything on the set-top box where reasonable, including where such copying may infringe the intellectual property rights or any other right of a third party. We may also delete recordings from the set-top box which infringe the intellectual property rights or any other rights of a third party. We may also do anything outlined in this clause 2.8 if we have threatened action of intellectual property infringement from any third party.

3. Technical Requirements

3.1. To receive EE TV you must:

3.1.1. have a television with a SCART or HDMI connection. If you require further information on this please visit the help pages on our website (ee.co.uk/ee-tv-help).

3.1.2. Keep the box connected to your EE broadband, otherwise most functionality will be lost. Please see the user guide for more info.

- 3.1.3. Obtain your own television licence from the TV Licensing Authority – we are not responsible for this. Please see www.tvlicensing.co.uk for television licensing requirements.
- 3.1.4. Provide your own television and any other necessary equipment. We will not provide you with anything other than the set-top box; HDMI cable; power cable and remote control. Everything else necessary to access the services must be provided by you. If you require a SCART cable contact customer services and we will send you one free of charge (limited to one per household).
- 3.1.5. Have an EE broadband service which is capable of achieving transmission speeds of at least 4Mb/s.
- 3.1.6. Have a working digital TV aerial on the roof/exterior at the address where the set-top box will be used. An indoor aerial is not sufficient. The aerial should be easily accessed in your home and in close proximity to where the set-top box is to be installed. A digital television aerial will not be provided as part of the service and we cannot arrange this for you. It's your responsibility to arrange this if you don't already have one. If one can't be arranged, you will be responsible for any early termination fees as set out in our Price Guide (ee.co.uk/homepricing). Please see ee.co.uk/ee-tv-help for information on digital TV aerials.
- 3.1.7. In order to receive Freeview channels, you must live in a location with a suitable level of signal strength. You can check the Freeview signal strength of your home, by going to www.freeview.co.uk/availability and carrying out a coverage check. We recommend you do this before your installation date as you will not be permitted to cancel your television service on or after installation due to insufficient Freeview signal strength.
- 3.1.8. if you would like help with installation, you can book an engineer when you sign up. The engineer visit costs are set out in our Price Guide (ee.co.uk/homepricing)

4. Using Our EE TV Box

- 4.1. We will remain the legal owner of the set-top box, and it must be returned to Us once this Agreement ends.

4.2. As the box remains our property, you are responsible for making sure that our equipment is kept in good, working condition and used properly. Whilst we remain the owner, you also agree to:

4.2.1. allow us to make alterations or replace the box if necessary. We may need reasonable access to your home to do this or we may need you to follow reasonable instructions from us or those of the box manufacturer;

4.2.2. keep the equipment in your home and under your supervision and control. You must not sell it, hire it out to anyone else (whether for free or for a fee), use it as security for a loan or use it to settle any debts.

4.2.3. insure any loss, theft or damage for the full replacement value with respect to set-top box;

4.2.4. not tamper with, disassemble, misuse, neglect or damage the box.

4.2.5. not remove, tamper with or remove any labels on the box;

4.2.6. take proper care at all times to prevent the loss or theft of the box;

4.2.7. allow us to access the box remotely and perform any diagnostics or install software;

4.2.8. keep the box in a cool, dry place with good airflow. The box should be located in a room between 0 and 40 degrees Celsius. The box does not have a built-in cooling fan and so you will need to keep the box uncovered and the entire top side free of obstacles to allow it to cool. Please see the set-top box User Guide for more information; and

4.2.9. allow us to amend the television functionality or switch it off completely for any good reason, including but not limited to: a failure to make payments due under this agreement; a failure to maintain EE broadband for any reason and/or for any reason required at law such as intellectual property infringement, including the threat of action.

4.3. If you do not comply with our reasonable requirements as set out above, we can charge as set out in our Price Guide. You must immediately tell our customer services team if the box is lost, damaged or stolen. We may charge you for any loss or damage to the equipment caused by you or your negligence.

- 4.4. If we or you end this agreement for any reason, you must return the set-top box to us. If you fail to return it we will charge you as set out in our Price Guide and lock the services provided on the set-top box, including pause, record, rewind, replay, restart, multi-screen and catch up services. If we lock your set-top box, you will only be able to watch the free to view channels. Please see our Price Guide (ee.co.uk/homepricing) for replacement costs. We can offset any debt you have with respect to the box against any money we hold for you on your account.
- 4.5. You may use your own television and other equipment together with anything we provide for you to use the set-top box, but we do not guarantee that your equipment will be compatible. We are not responsible for any damage or loss which you suffer from using your equipment with anything we've supplied or recommended (such as the aerial).
- 4.6. If we don't need the set-top box back and you need to dispose of the box or any other equipment, then please give our customer services team a call so we can discuss responsible disposal.
- 4.7. The set-top box contains various material, software and content protected by third party copyright and other intellectual property rights. You agree by using the set-top box not to infringe any of those rights such as copying, decompiling, or otherwise alternating the software contained on the box. Our authorised third party supplier of the box, Netgem, shall remain the sole owner of any intellectual property rights contained within the software on the set-top box. You may only use the software in the form provided and only in conjunction with the box. You must not use any unauthorised software on the equipment. To use the set-top box you will be required to accept the end user licence agreement which you can find under 'Tools/Help/Settings/Licensing & Copyright' in the menu. By using the set-top box, you are deemed to have accepted that end user licence agreement.

5. Returns and Repairs

- 5.1. When you receive the set-top box, you must inspect it and tell us of any damaged or missing items within fourteen (14) days of receipt. Please see our returns policy at ee.co.uk/terms You will then need to send the set-top box back to EE in the returns bag we give you.
- 5.2. We will repair or replace the set-top box if it becomes faulty, unless you leave us at any time or you are responsible for the fault. You may be responsible for the fault if you: fail to follow either our or the manufacturers' instructions; using the box incorrectly or negligently; changing or altering the box without our consent; and/or doing anything else which is likely to cause damage to the box. This is a non-exhaustive list and there may be

other times where you will be responsible for the fault which will be decided in our reasonable discretion.

- 5.3. If you receive a replacement set-top box, you will need to return to us the faulty box (including anything we provided with it) within thirty (30) days of receiving the new box. If you don't return the faulty box, we can charge you for the full replacement fee as set out in the Price Guide and lock the services provided on the box, including pause, record, rewind, replay, restart, multi-screen and catch up services. If we lock your box, you will only be able to watch the free to view channels. We will refund to you the reasonable cost of returning the faulty box to us by post.
- 5.4. If you cancel your EE TV service (whether that's during or after the expiration of the minimum term), you will need to return the set-top box to us. If you fail to return it to us within fourteen (14) days, then in addition to any fee payable for early termination of your plan, we may also charge you as set out in our Price Guide and lock the services provided on the box, including pause, record, rewind, replay, restart, multi-screen and catch up services. If we lock your box, you will only be able to watch the free to view channels.

6. Content

- 6.1. The set-top box service will be provided to you for viewing free to air channels only and other additional content that you purchase. We are not responsible for any such third party content or services. Some of these third party content providers may require you to accept additional terms and conditions and pay additional fees. These fees are in addition to any monthly subscription fees you may pay as part of your broadband service and set-top box. We will tell you what inclusive content is available when you join (if any) and what is available for purchase on demand. We may change this content from time to time at our discretion and this shall not give you a right to cancel your agreement with us.
- 6.2. If you select and view any additional chargeable content, you must pay for such content directly to the content provider. It will not be charged to your EE TV bill. Any such content may be subject to a minimum subscription period and charge as set by the third party provider. You should read all relevant details and terms and conditions before you purchase the content.
- 6.3. We shall not be responsible for the loss of any content you may have recorded or have scheduled to record at any time, including when we update the EE TV set-top box with new software. You acknowledge that software updates may disrupt scheduled recordings and we are not responsible for anything that does not record or that you lose. If you have the box repaired or replaced, or you need to return a box with content contained on it, we are not responsible for any content that is lost.

- 6.4. The number of channels and quality of those channels provided to you over digital terrestrial television is dependent on a number of factors over which we have no control. It may depend on the quality of the broadcast from your local television transmitter, the quality of your aerial and the strength of the Freeview signal in your area. We will make reasonable efforts to provide you with a satisfactory service, but there may be factors beyond our control affecting the service. We also cannot guarantee the completeness or accuracy of the Electronic Programme Guide.
- 6.5. The content provided through our set-top box may not be suitable for viewing or use by people of all ages. It is therefore your responsibility: (i) to set up and maintain parental controls; and (ii) to ensure that any content viewed or used is suitable for those viewing or using it (including children). The parental control PIN is available during set up. It can be configured to block post watershed content for television and broadcast recordings, hide adult channels, lock TV programmes with guidance labels ("G") and lock specific Apps. Please note that all Apps accessed from the Electronic Programme Guide are controlled by third party content providers who will provide their own parental controls and PINs.

7. **Functionality**

7.1. **Replay:**

7.1.1. The set-top box allows you to set up a maximum of eight standard definition (SD) or 6 high definition (HD) channels to record the previous day of television. You will need to activate the Replay feature and select your channels for them to be automatically recorded. The box will not record between the hours of 3am and 5am so anything airing partially or fully between these times will not be recorded. Subject to your user settings, any content recorded using Replay will only be kept for a maximum of 24 hours before the box automatically deletes the content. You will not be able to recover anything once it has been automatically or manually deleted.

7.1.2. You will only be able to select up to eight SD or six HD channels from two pre-defined groups. This may result in not all of your favourite eight / six channels being available for this feature. The allocation of channels into groups is outside our control, and is dictated by Freeview channel allocation.

7.2. **Multi-Screen and Fetch:** The set-top box allows you to view different content on up to four compatible devices at the same time, whether live or recorded (in addition to viewing something on your main television). Please see our website for a list of compatible devices.

8. Moving Home

- 8.1. If you move house you may still be able to continue to receive the TV service provided you have Freeview signal. We may charge you any reasonable administration fees for the move as set out in our Price Guide or otherwise notified to you.
- 8.2. If you cannot get the TV service at your new address for any reason, we may charge you the applicable early termination fees as set out in Price Guide.

9. Your Information

- 9.1. We will be collecting information about you and your use of EE TV including but not limited to the following:
 - 9.1.1. Your account information such as your address, your billing history, the services you use and anything else relating your account.
 - 9.1.2. The channels you are using and the types of programmes you watch.
 - 9.1.3. The types of functionalities you are using, for example recording.
 - 9.1.4. Your viewing and purchasing preferences including when you respond to adverts or promotions.
 - 9.1.5. Your communications with us.
- 9.2. We will use your information for administration of your account, to provide you with service information and updates and to develop and improve our products and services.
- 9.3. We may combine information about your use of EE TV with other information we hold about you on how you are using other EE services, for example EE broadband to personalise services we offer you including recommending programmes that you might like and to market and advertise other EE products and services to you unless you have opted out of direct marketing. We will use your information in accordance with these terms and our privacy policy at ee.co.uk/privacy-policy. To opt out of direct marketing, please call Customer services on 150 from an EE handset or 0800 079 8586 from any other phone.
- 9.4. We may use aggregate information and statistics for the purposes of monitoring usage of our services in order to help us develop our services, and may provide aggregate information to third parties, for example, market research companies and advertisers

about our sales, customers and service usage but these statistics will not include any information that can be used to identify you as an individual.

9.5. We may contact you to invite you to form part of our consumer panel or research groups about our products and services or third party products and services but it is entirely up to you whether you want to participate.

9.6. We may use your information to prevent and detect criminal activity, fraud and misuse of or damage to our services and to prosecute those responsible, to defend our rights or property or to protect the rights and interests of our customers and users or to solve any customer disputes. We may also use your information to comply with applicable laws, regulations, court orders, government and law enforcement agencies' requests.

9.7. Please review our privacy policy at ee.co.uk/privacy-policy for full details on how EE handles your information.

10. **Your agreement with EE**

10.1. If there is any conflict or inconsistency between these EE TV terms and your network terms in relation to your EE TV service (which can be found at ee.co.uk/terms) then these EE TV terms will prevail.