



AUDIO ADD-ON BUNDLES

TERMS

Date: 10 August 2023

Version: 1

Eligibility

1. Audio Add-on Bundles (“Bundles”) are available to Consumer and Small Business customers on a pay monthly phone, 12-month SIM plan or with a tablet on a 4GEE WiFi price plan who are UK residents. Please note customers on our SME Business Connect and Smart Watch plans are not eligible for these Bundles. New customers on a pay monthly phone plan must have been with EE for a minimum of 1 month and SIM plan customers for 6 months before adding the Bundles.
2. A 24-month minimum term applies and we'll apply the charge to your Account each month. After 24 months the Bundle will continue on a 30-day rolling contract and we'll continue to apply the charge to your Account each month until you ask us to remove it.
3. If you cancel the Bundle during the 24-month minimum term early termination charges will apply. After the 24-month minimum term, if at the time of cancellation you have not already been billed for that period it will be charged in full on your next bill.
4. The Bundles provides you with the EE Music Data Pass and Apple Music Membership for a monthly charge, plus audio equipment for an upfront cost.

The EE Music Data Pass

5. The EE Music Data Pass has been tested to work on the mobile iOS or Android operating systems. We will not stop you from using devices with other operating systems but we cannot guarantee that the data you use on these devices will be zero rated.
6. If you are using an Apple device using iOS 15 or later and have iCloud Private Relay switched on, we will not be able to link your EE customer ID to all of your activity and some or all of the data used will not be zero rated.
7. The EE Music Data Pass is for personal and non-commercial use only. It's your responsibility to ensure that content accessed by under 18s is suitable for those viewing it. Content available via Content Apps may change from time to time.
8. Whilst you have the EE Music Data Pass data used whilst streaming and downloading music content on: Apple Music, Spotify, Tidal, Deezer, BBC Sounds, Primephonic, and Global Player (collectively the “Content Apps”) whilst in countries covered by your Plan allowance will not be deducted from your EE Price Plan's inclusive data allowance, save that if you do not have any data remaining from your Price Plan's data allowance, you will be unable to use your EE Music Data Pass to stream or download music content from the Content Apps using mobile data. You will still be able to stream or download music content from the Content Apps using Wifi or by purchasing a data add-on.
9. As soon as the EE Music Data Pass is removed from your account data used whilst streaming and downloading music content on the Content Apps will be deducted from your EE Price Plan's inclusive data allowance.
10. If you access the Content Apps using a VPN or proxy then you will not be able to receive zero rated data as we will not be able to link your EE customer ID to your activity.
11. Not all use of the Content Apps will be zero rated. Using certain additional content in the Content Apps will be deducted from your Plan's data allowance. Examples of this are, adverts, advertising metrics, metadata, news articles, general browsing, images and content (including music, podcasts or radio broadcasts) from third party apps or websites accessed using the Content Apps or uploading your own content. This list gives an indication of the types of content which may be chargeable but is not exhaustive. On occasion there may be circumstances beyond our control which may lead to data being deducted from your Plan's data allowance, we will endeavour to ensure this never happens. Your EE Music Data Pass includes an additional 200MB data boost. This additional data allowance will be used in the same way as your Plan's data allowance (if you are on a Sharer plan only the account lead can receive this additional 200MB). This data will be added to your account when your plan data renews each month and does not roll over. This additional 200MB is not ringfenced for use in connection with the Content Apps.

12. We will not stop you from tethering other devices to your mobile device. However, the EE Music Data Pass is not designed for this type of use and so we cannot guarantee that any data you use when tethering will be zero rated.
13. We may add or remove Content Apps from the EE Music Data Pass at any time. We will notify you at least 30 days in advance of removing any Content Apps, unless there are reasons we can't (for example, if a content provider doesn't give us enough notice that they're withdrawing their content).
14. The EE Music Data Pass does not include the cost of a subscription to the Content Apps. Separate terms will apply to your use of the Content Apps, for example you may need to subscribe to the Content App. You should also check directly with the supplier whether you will be able to access content in the Content Apps outside of the UK. It is your responsibility to read and comply with the terms of use for any of the Content Apps that you use with the EE Music Data Pass.
15. In order to provide the EE Music Data Pass we will monitor your access to the Content Apps. We'll process this information in accordance with EE's privacy policy, details of which can be found here <http://ee.co.uk/privacy-policy>.
16. There may be times when we have to share information about you with the suppliers of the Content Apps and vice versa. This will happen in limited circumstances that relate to the prevention of fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here www.ee.co.uk/privacy-policy.

Apple Music Membership (the "Subscription")

17. Compatible device using the iOS or Android operating system required.
18. In order to provide Apple Music Membership we will monitor your access to the Apple Music App (the "App"). We'll process this information in accordance with EE's privacy policy, details of which can be found here <http://ee.co.uk/privacypolicy>.
19. The Subscription provides you with access to digital music and other related content (the "Service") on the App and allows you to stream Apple Music to a single device at a time.
20. The Service is for personal and non-commercial use only. It's your responsibility to ensure that content accessed by under 18s is suitable for those accessing it. Content available via Apple Music may change from time to time.
21. You must download and register the App on a mobile device containing an EE SIM card that uses either the latest iOS version or Android 5.0 or above. The App and Service is provided by Apple Distribution International Limited ("Apple"). You must read and accept the Apple Media Services Terms and Conditions including the terms of use for Apple Music (unless you have already done so previously). You agree to use the App and Service at your sole risk. EE is not responsible for examining or evaluating the content or accuracy of any third-party services, and shall not be liable for any such third-party services. Data displayed by the App and Service is for general informational purposes only and is not guaranteed by EE. You must read and accept the Apple Media Services Terms and Conditions including the terms of use for Apple Music. Full terms can be found at <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>.
22. If you are an existing Apple Music member you will need to cancel your existing subscription directly with Apple. If you do not, you will continue to be charged by Apple.
23. To access the Service you will be required to enter an Apple ID. If you do not have an existing Apple ID, you will be required to register for one. When registering, you must provide Apple with some personal information, such as Your name, birth date, email address, passcode and responses to security questions. The information you supply when creating an Apple ID will be processed in accordance with Apple's privacy policy. Visit <https://www.apple.com/uk/privacy/privacy-policy/> for more information. We will contact you to remind you to create an Apple ID in order to use the service.

24. We will share information about you with Apple and vice versa. This will happen in circumstances that relate to the administration of your Subscription and to prevent and detect fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here <http://ee.co.uk/privacy-policy>.

General

25. Availability is subject to credit status.
26. When entering into a contract for digital content you're entitled to a 14-day cooling off period, except where you enter into a contract in store. Once you've entered into a contract for these Additional Services, you'll have 14 days to tell us you've changed your mind. However, once you've accessed the services (e.g. by viewing the content or playing a game) we'll assume that you've decided to waive this right to change your mind and you'll lose your right to cancel, except in accordance with the cancellation process described above.
27. Before requesting an Audio Add-on Bundle as an Additional Service, you must acknowledge and understand that any change to the Bundle does not entitle you to cancel your Agreement with us for mobile network services.
28. We may suspend access to or terminate your contract for the Bundle if you fail to pay a bill by the date set out on it or commit another material breach of your Agreement for mobile network services (visit [here](#) to read the latest version of our terms and conditions).
29. The Bundle is for personal and non-commercial use only.
30. Separate terms will apply to your use of third party apps. EE is not responsible for examining or evaluating the content or accuracy of any third-party services and shall not be liable for any such third party services.