

EE DATA SIM PAY MONTHLY PLAN TERMS AND PRICE GUIDE

Available from 16 August 2023

PLAN TERMS

Choose from a No Frills, Essentials, All Rounder Plan or Full Works Plan, see our Price Guide at page 4 for details of your inclusive allowances. If you're on an All Rounder Plan or Full Works Plan, you will also get access to our Inclusive Extras and some or all of the additional benefits described below.

You'll have to pass our standard credit check and promise to stay with us for 24 months or 30 days, depending on which plan you choose.

Your monthly payment is for using mobile internet on your device. Your inclusive data allowance is for use when in the UK and Republic of Ireland (Jersey, Guernsey and Isle of Man not included). When outside the UK you may be subject to a data fair use policy (see below for details).

Plans are for normal person to person use from your device 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. 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.

Plans are for mobile internet use only. You will need to purchase a monthly calling add-on to make calls using your device on this plan.

DATA USE IN UK

You'll need 4G or 5G coverage (and so on as new technologies are introduced) to use mobile internet on your device plus a compatible device. You'll need to be in range of our base stations: to use our 4G network you need to be within a 4G-enabled area. Plans are 5G enabled and to use 5G you need to be within a 5G enabled area. You must have a 5G compatible device to access 5G. You can and should check expected coverage via our coverage maps at ee.co.uk/coverage. Your device may not be compatible with other UK networks or networks outside the UK. Coverage and speeds will vary depending on your location, the number of people on the network and other factors such as weather and geography. 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 (subject to your plan's speed cap).

Each plan gives you a data allowance to use each month. If you have a plan with a capped data allowance, 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.

Stay Connected Data

If you have a capped data allowance (i.e. not an unlimited data plan) once you have used up your monthly data allowance your speed will be capped at 0.5Mbps. 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 return to the capped speeds until your monthly plan allowance has renewed.

Subject to the capability of your device, you can use mobile internet on your device to make internet phone calls ('VoiP') use your device as a modem ('tethering') and device for peer to peer file sharing.

Unlimited Data 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.

Speeds

No Frills Plans give you access to speeds capped at 10Mbps in the UK. Essentials Plans give you access to speeds capped at 100Mbps in the UK. Essentials Unlimited Max, All Rounder and Full Works speeds give you uncapped speeds in the UK. The speeds you achieve will also depend on a number of factors including: your location, the device you are using and geographic factors such as tree coverage and population density. If you are using your phone indoors, the materials of the building you're in may also affect mobile internet speeds.

Data Gifting

You must be on an Essentials, All Rounder or Full Works plan to be able to gift and receive data. The account holder only can gift between pay monthly plans on the same account in increments of 500MB. Unlimited plans can gift up to 100GB. Data usage on an unlimited plan will be deducted from the giftable allowance. You cannot gift to or from Smart Watches, 4G Home or 5G Home plans. Data not used in a month does not roll over and allowances are set back to zero at the start of each month. If you are outside your price plans standard countries when your monthly allowances refresh on your bill date the main account holder will not be able to gift data until you return to the UK. Data can only be used in accordance with the plan terms applicable to the receiving line.

ROAMING

A daily charge will apply to use allowances in the EU/EEA unless you have an add-on or Inclusive Extra that includes EU/EEA Roaming. See below for details of destinations included.

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, 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 connect to a Turkish network in Northern Cyprus) and Andorra are outside the EU/EEA and not included in our European Roaming Zone. Therefore, to use data you will need to buy a data pass and any calls made from either of these countries, or from Northern Cyprus if connected to a Turkish network, will be chargeable.

Fair Use Amount

If your domestic data allowance is greater than 50GB, a fair usage policy of 50GB whilst roaming in our Europe zone 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 £0.0036

Note whilst the charge displayed above is per MB, EE charge on a per KB basis (i.e. 1KB = £0.00000352 or 0.000352p).

Whether you have a FUP and are 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 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 (subject to your plan's speed cap). 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 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.

ALL ROUNDER PLAN & FULL WORKS PLAN BENEFITS

Inclusive Extras

All Rounder Plans and Full Works Plans give you access to a range of Inclusive Extras (see below for the number of benefits available by plan). Once you've chosen, you can change your Inclusive Extra thereafter every 30 days. Choose your Inclusive Extra 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 Inclusive Extras available, the content of Inclusive Extras or the minimum length of time each must be active for. We will try to notify active users of the affected Inclusive Extra if we do this but are not obliged to. Each Inclusive Extra may take up to 24 hours to activate. Third party subscriptions may be required.

	No Frills	Essentials	Essentials Unlimited Max	All Rounder	Full Works & Full Works for iPhone
24 month plans	✓	✓	✓	~	✓
30-day plans	~	•	•	×	×
Data allowances	2GB to Unlimited	2GB to Unlimited	Unlimited	5GB to Unlimited	Unlimited
Minutes/Texts	0 minutes & 100 texts	0 minutes & 100 texts	0 minutes & 100 texts	0 minutes & 100 texts	0 minutes & 100 texts
Speed Cap	Up to 10Mbps	Up to 100Mbps	Uncapped	Uncapped	Uncapped
Stay Connected	×	~	~	~	N/A
Data Gifting	×	~	~	~	~
Inclusive Extras	×	×	×	Choose 1	Choose 3

PLAN PRICE GUIDE

For new and upgrading customers from 16 August 2023, 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.

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.

24-month plans

	Plan Type					
	No Frills	Essentials	Essentials Unlimited Max	All Rounder	Full Works & Full Works for iPhone	
Allowance						
2GB	£14	£17				
5GB	£17	£20		£26		
25GB	£20	£23		£29		
125GB	£22	£25		£31		
Unlimited	£27	£30	£33	£36	£39	

30-day plans

	Plan Type			
	No Frills	Essentials	Essentials Unlimited Max	
Allowance				
2GB	£17	£20		
5GB	£20	£23		
25GB	£23	£26		
125GB	£25	£28		
Unlimited	£30	£33	£36	

Points to note

General

- When you join an EE pay monthly plan, you should be sent your first bill within two weeks of becoming a customer. Your first months charge will be proportionate to the number of days from your date of joining to the end date of your bill
- Total amounts on your bill are rounded to two decimal places, so the value may be a penny higher or lower.

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.