



XBOX GAME PASS ULTIMATE EE BROADBAND

ADD-ON TERMS

Version 2

Date 21 September 2023

1. Xbox Game Pass Ultimate **Add-On** (the “**Xbox Add-On**”) is an **Add-On** for EE Broadband customers taking one of the following plans: **Essentials**, **All Rounder** or **Full Works** and provides you with access to the Xbox Game Pass (for use on games console and Windows 10 PC), Xbox Live Gold (for use on games console only) and Cloud Gaming (beta) (for use on a compatible mobile device) (the “**services**”) for a monthly charge
2. The **services** are only available to customers using a compatible device. The list of compatible devices is subject to change. Please see here <https://www.xbox.com/en-GB/xbox-game-pass/supported-devices> for more information.

The Add-On

3. The **Xbox Add-On** is made available on a 30-day rolling contract. We’ll apply the charge to your Account each month until you ask us to remove it.
4. Once you have activated the service the **Xbox Add-On** will be added to your account. If you already have an Xbox Game Pass Ultimate direct from Microsoft, it will automatically be updated to the **Xbox Add-On** on your next renewal date and added to your EE account.
5. We’ll apply the charge to your EE bill each month until you ask us to remove it. You can cancel the **Xbox Add-On** at any time. The service will be removed at your next renewal date, which is on the monthly anniversary of the **Xbox Add-On** being added. 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.
6. If you become eligible for a free period of the **Xbox Add-on** during your monthly billing period you’ll be charged for the full month, and the chargeable add-on will be removed at your next renewal date.
7. **Xbox Add-On** If you had an Xbox Games Pass direct from Microsoft and had accrued passes prior to taking the Xbox Add-On from EE, the accrued passes may still be available so you can access the **services**.
8. The **Xbox Add-On** is provided to you as a third-party service and does not form part of your service with us. Any changes, including changes to the content of the **Xbox Add-On** or changes to any charges will not give you the right to end your service with us.
9. 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.
10. We may suspend access to or terminate your contract for the **Xbox Add-On** if you fail to pay a bill by the date set out on it or commit another material breach of your Agreement for broadband **services** (visit here to read the latest version of our terms and conditions).

General

11. In order to provide the **Xbox Add-On** we will monitor your access to the services. We'll process this information in accordance with EE's privacy policy, details of which can be found here ee.co.uk/privacy.
12. The **Xbox Add-On** is for personal and non-commercial use only. It's your responsibility to ensure that **services** accessed by under 18s is suitable for those viewing it. Content available via the **services** may change from time to time.
13. Some content provided by the **services** may require additional hardware (e.g. a controller).
14. Access to content outside of the UK is subject to the terms and conditions of Microsoft.
15. The **services** are provided by Microsoft Ireland Operations Limited ("**Microsoft**"). You must read and accept Microsoft's Terms and Conditions. You agree to use **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 via the **service** is for general informational purposes only and is not guaranteed by EE. Full terms can be found at <https://www.microsoft.com/en-gb/servicesagreement>
16. To access some features of the **services** you will be required to enter a Microsoft ID. If you do not have an existing Microsoft ID, you will be required to register for one. When registering, you must provide Microsoft with some personal information. The information you supply when creating a Microsoft ID will be processed in accordance with Microsoft's Privacy Statement, which can be accessed via the Microsoft Services Agreement.