

Terms and Conditions

The legal terms You need to know about Your free Data eSIM trial service. Version 1 dated 18th April 2025.

Here's a brief summary of some key points which We'd like to draw to Your attention. They're a useful guide to the Agreement but aren't part of it. You should still refer to the terms and conditions below.

1. Our Network

You can use Our Network to use the internet. The free Data eSIM trial service does not provide you with the ability to make and receive calls and texts. You'll need a Device that is eSIM compatible, and if You have a 5G compatible Device, You can use Our 5G Network. We will try to provide a high-quality Network to You at all times. However, We cannot guarantee that We will always be able to provide Network coverage. You need to check the coverage You might get before requesting the Services on Our coverage checker, which can be found on Our website (ee.co.uk/coverage). The availability and quality of the Services are affected by a number of things such as the number of people using the Network and Your location (see points 2.1 and 2.2 of the terms and conditions).

2. Breaking this Agreement.

There are instances in which, because of something You do or do not do, We can suspend or disconnect You from the Services and/or end this Agreement. (See point 2.6 of the terms and conditions).

3. Our liability to You.

There are certain circumstances in which Our liability to You is limited or excluded (See point 3 of the terms and conditions).

4. Your Information.

You and anyone who You uses the free Data eSIM trial agrees that We (including Our Group Companies) can use certain information about You. For more information on how We use Your information, please see point 6 (Your Information) of the Agreement below and Our privacy policy found on Our Website at www.ee.co.uk/privacy-policy.

5. These key points.

Remember that here, We've set out some of the key points of the Agreement between You and Us. They aren't a substitute for what the main Agreement says, and if there's a clash between what the main Agreement and what these key points say, then what the Agreement says is right.

The full terms of Your free Data eSIM trial

Definitions

When We use these words, they have the following meanings:

'Age Restricted Services' any Services which You need to be over a certain age to use;

'Agreement' these terms and conditions between You and Us for the use of the Services;

'Consumer' a real person entering into the Agreement and/or using the Services for purposes outside his/her business;

'Follow Up Survey' a survey link sent to You to obtain feedback about our Network and Services after the free Data eSIM trial expires;

'Data eSIM' the data only eSIM provided under this Agreement to You by Us and used with the Device to allow You to access the Services from Registration until 1:00PM on 19th April 2025;

'Device' any device that You use to access the Services, including a phone, tablet or any other device;

'Group Companies' EE Limited Group which includes EE Limited, its subsidiaries and any parent undertakings;

'Network' the communications infrastructure which is used to provide the Services and any other type of communications system which may be provided by Us now or in the future;

'Registration' the process of providing your Registration Details to Us to request connection to the Services;

'Registration Details' Your full name and phone number, which must be provided to Us for access to the Services;

'Services' services provided to You by Us including the data You can use;

'UK' the United Kingdom of Great Britain and Northern Ireland;

'Virus' any manipulating program which modifies other programs and/or replicates itself;

'We', 'Us' and 'Our' EE Limited (company number 02382161), whose registered address is 1 Braham Street, London E1 8EE;

'You' and 'Your' the customer and user of the Services who is a party to this Agreement.

1. Our Agreement

1.1 This Agreement starts when We accept Your request for Services. You are deemed to accept these conditions when You start using the free Data eSIM to access the Network in the United Kingdom.

1.2 The free Data eSIM will be immediately available for download on Your Device after You provide Your Registration Details to Us. There is a limit of one (1) free Data eSIM per Consumer. We will connect You to the Services as soon as We can. Existing EE customers are ineligible for the free Data eSIM trial. The free Data eSIM will expire at 1:00PM on 19th April 2025;

1.3 The following terms apply to the free Data eSIM:

1.3.1 We own the free Data eSIM, and You can only use the free Data eSIM to use the Services.

1.3.2 We reserve the right to recall any free Data eSIM from You at any time to enhance or maintain the quality of the Services.

2. Our Services

2.1 We will always try to make the Services available to You but sometimes they may be unavailable as a result of, or be affected by:

2.1.1 things like the weather and faults in other networks;

2.1.2 degradation, the number of people using the Network or maintenance requirements of the Network, including (but not only) re-positioning and/or decommissioning of base stations;

2.1.3 Your location when using the Services. For example, coverage is affected if You are indoors and/or by the thickness of the walls;

2.1.4 the country in which You use the Services. You will only be able to use the Services in the UK; or

2.1.5 the Device You use to access the Network.

2.2 At any time Our Network comprises lots of different types of technologies. The Services are made available provided You are in range of base stations forming part of the relevant technological Network when trying to use any particular Service. For example, You can only use 5G Services when You are in range of a 5G base station (which may only be available in certain geographical areas) and so on as any new Network technology is made available to You. You are responsible for ensuring that the Device You use is compatible with the Services and has the necessary software updates and installations required in order to access the Services. You should check Your coverage using the coverage checker on Our website before requesting the Services. Any coverage maps are Our best estimate of outdoor coverage but not a guarantee of service coverage which may vary from place to place.

2.3 The free Data eSIM provides unlimited data connection with uncapped speed designed for high-traffic events and it does not provide a number, number portability, or the ability to make calls, including calls to emergency services, and send texts. To make calls and send texts, You will need to switch to another SIM or eSIM which has airtime on your Device or switch to another Device with airtime.

2.4 The Services will cease when the free Data eSIM expires at 1:00PM on 19th April 2025. The Network connection on Your Device may be affected if Your Device settings have not been set to allow mobile data switching, or if You don't switch to a SIM or eSIM with data connection when the free Data eSIM trial expires. Device settings may vary.

2.5 We reserve the right to manage Your use of Our Network in order to protect it for the use of all of Our customers. We may therefore apply traffic management controls from time to time. 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. Details of Our current policy are on Our website.

2.6 The Services are made available provided that You also comply with the following conditions, which are a fundamental part of this Agreement between You and Us:

- 2.6.1 The Services are not used for anything unlawful, immoral or improper;
- 2.6.2 The Services are not used to make offensive or nuisance communications in whatever form;
- 2.6.3 The Services are not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property right or otherwise unlawful;
- 2.6.4 The Services are not used otherwise than in accordance with Our and any other networks' policies for acceptable use, and (if appropriate) any relevant internet standards;
- 2.6.5 You give Us information We reasonably ask for;
- 2.6.6 All reasonable instructions We give You are followed;
- 2.6.7 You comply with any fair use policy applicable to Your use of the Services and if You are in breach of that policy You comply with any reasonable instructions that We issue to You to enable You to remedy that breach and to continue to use the Services;
- 2.6.8 You must not sell or attempt to sell or otherwise provide commercial services using Our Network to any third party;
- 2.6.9 You must not use the Services for any fraudulent or other unlawful purpose, whether You're acting alone or in collusion with anyone else. You are not permitted to use the Services, whether manually or automatically, for any direct financial gain, revenue share or benefit in kind;
- 2.6.10 You, or anyone who uses the free Data eSIM, must not damage the Network or put the Network at risk, or abuse or threaten Our staff;
- 2.6.11 Any information You give to Us, on which We may rely in making decisions concerning the provision of Services under this Agreement, must be true at the time You give it; and
- 2.6.12 You must not access any Age Restricted Services unless You are older than the required age. If You are allowed to access Age Restricted Services, You must not show or send content from the Age Restricted Services to anyone younger than the specified age. If You let anyone under the specified age use Your Device, You must deactivate access to the Age Restricted Services.

2.7 Any failure to comply with any of the points in point 2.6 will entitle Us to suspend or disconnect the free Data eSIM from the Network. We will also be entitled to terminate this Agreement.

2.8 By using the Services You consent to Us copying and/or modifying images or information You have created where such copying and/or modification is carried out for the purposes of transmission.

2.9 The default parental control setting of the free Data eSIM is locked to Moderate and cannot be changed. This means that You will get access to social networking sites but not to 18-rated content in accordance with BBFC (British Board of Film Classification) guidelines or to pornography sites. Further restrictions can be implemented using the settings of Your Device.

3. Our Liability to You

3.1 We are only liable to You as set out in this Agreement. We have no other duty or liability to You.

3.2 Nothing in this Agreement removes or limits Our liability for death or personal injury caused by something We have done or failed to do or for any fraudulent misrepresentation We may have made to You.

3.3 Except as set out in points 3.1 and 3.2, Our total liability to You for something We or anyone who works for Us does or does not do will be limited to £3,000 for one incident or £6,000 for a number of incidents within any 12 month period.

3.4 If You are not a Consumer, We are not liable to You in any way for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement. This includes but is not limited to loss of income; business; anticipated savings (meaning costs You expected to avoid by using the Services) or anticipated profits, loss of property or loss of use of property.

3.5 If You are a Consumer, We are not liable to You in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement.

3.6 You must tell Us about any claim as soon as reasonably possible.

3.7 We will not be liable to You if We cannot carry out Our duties or provide Services because of something beyond Our control.

3.8 We will not be responsible for any harm You suffer from a Virus which infiltrates Your Device, whether it was transmitted via the Services or otherwise.

3.9 You (and not Us in any way) are entirely responsible for anything that You upload, e-mail, post or otherwise transmit via the Network and/or internet access. You agree that You will obey any acceptable use policy or fair use policy that We may have. If You fail to do so, point 2.6.7 will apply.

3.10 This point 3 will apply even after this Agreement has been terminated.

4. When We may suspend or disconnect the Services

4.1 We may suspend the Services or terminate this Agreement and disconnect any free Data eSIM from the Network without warning if:

4.1.1 The Network breaks down or needs maintenance. We will try to make sure this does not happen often;

4.1.2 You or anyone who uses Your free Data eSIM does not keep to the conditions of this Agreement, or any other Agreement with Us;

4.1.3 We reasonably suspect fraudulent use of the Network and/or Services based on any and all data available to Us; or

4.1.4 You fail to comply with any of the points in point 2.6.

4.2 The rights that We have under this point 4 are in addition to the other rights that We have to suspend and/or terminate the Services and/or suspend or terminate this Agreement as set out in point 2.6 of this Agreement.

5. General

5.1 You need to get Our explicit consent before You can transfer or try to transfer any of Your rights and responsibilities under this Agreement. We may transfer any of Ours without Your permission, provided the level of service You currently experience is not reduced as a result.

5.2 It is Your responsibility to make sure that the Registration Details You give Us are correct, current and work at all times. Where We send notices We will send them to the Registration Details supplied to Us by You.

5.3 Following use and expiry of the free Data eSIM, We will send to the phone number provided in Your Registration Details a link to a Follow Up Survey.

5.4 Any concession or extra time that We allow You only applies to the specific circumstances in which We give it. It does not affect Our rights under this Agreement in any other way.

5.5 This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

5.6 English law will apply to this Agreement and any disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable). You may be able to take Your disputes to adjudication under the Communications and Internet Services Adjudications Scheme, the details of which are set out in Our Complaints Code of Practice. We will give You a copy if You ask for it.

5.7 If a point or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any point or condition that is not legally effective with a point or condition of similar meaning that is.

6. Your Information

6.1 You confirm that the information that You provide to Us, including Your Registration Details, are true, accurate and complete.

6.2 We will use Your personal data and personal information in accordance with the terms of this Agreement and Our privacy policy which You can find on Our website at www.ee.co.uk/privacy-policy. Our privacy policy explains what personal information we use and how we use it to deliver our products and services to you, including sharing with third parties. It includes how we contact you (including marketing where you have opt-ed in to receive it), how we share your personal information, what else we use it for (such as for analytics and to tailor our offers to you) and how to contact us if you have any concerns about how we use your personal information.

6.3 You and anyone who You use the free Data eSIM for agrees that We (including Our Group Companies) can use information about You including information about Your use of Our Network and Services and related products for, research and analytics purposes.

6.4 In the event of a personal data security breach that affects You, We will notify the relevant authorities, and if appropriate, We will notify the subscriber or user of Our Services who is affected by the breach in writing. A personal data security breach that affects You (or the user) does not give You the right to terminate this Agreement.

6.5 This Agreement is the whole agreement between You and Us. Any other information that You may have seen or heard before You entered into this Agreement isn't included.

6.6 If You have any questions or require help or support You can contact Us by calling customer services on 07953 966 150 from any phone that has airtime (charges apply). In addition, You can go to the help and support pages of Our website.