

# EE MONTHLY PLAN TERMS AND PRICE GUIDE

Device Credit Agreement version Available from 16 August 2023

# **PLAN TERMS**

Choose from a No Frills, Essentials, All Rounder or Full Works plan, see our Price Guide at page 6 for details of your inclusive allowances. If you're on an All-Rounder plan or Full Works plan, you will also get access to some or all the additional benefits described below.

You'll have to pass our standard credit check and promise to stay with us for 24 months.

Your monthly payment is for using mobile internet on your device, for checking voicemail (including visual voicemail if you have an iPhone) and an allowance of minutes and texts, in addition to the benefits described below.

# **MINUTES AND TEXTS**

You can use your minutes & texts when in the UK and Republic of Ireland to call and text customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (mobile and landline numbers to Jersey, Guernsey and Isle of Man not included).

Calls to numbers starting with 08, 070, 09 and 118 are not included in your inclusive allowance of minutes. Calls to numbers starting with 084, 087, 09 and 118 will be split into two parts:

- the Access Charge this is the amount that is charged by EE as set out in the Non-Standard Price Guide here;
- the Service Charge this is charged by the organisation you are calling. The amount of the Service Charge is set by them and should be stated anywhere the number is advertised.

The Access Charge is added to the Service Charge to give your total cost of call. For further information <a href="https://ee.co.uk/help/help-new/billing-usage-and-top-up/call-text-and-data-charges/charges-for-calling-non-geographic-numbers">https://ee.co.uk/help/help-new/billing-usage-and-top-up/call-text-and-data-charges/charges-for-calling-non-geographic-numbers</a>.

Your inclusive data allowance is for use when in the UK and Republic of Ireland.

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. At the moment, we'll decide that you're breaking these terms if you text and/or call more than 300 different numbers in a month. 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.

4G Calling: You'll need a 4G calling compatible phone to make and receive calls over our 4G network. 4G Calling is not available when roaming.

<u>Wi-Fi Calling:</u> When in the UK, if you have a compatible device and the correct software, you can use your minutes allowance to make calls using Wi-Fi Calling (see ee.co.uk/wificalling for terms).

# **DATA**

You'll need 4G or 5G coverage (and so on as new technologies are introduced) to use mobile internet on your phone 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 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

On our Essential and All Rounder plans 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. Stay Connected Data is not included in No Frills plans. All Full Works plans have unlimited allowances so do not require Stay Connected Data.

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.

You can use mobile internet on your phone to make internet phone calls ('VoiP') use your phone as a modem ('tethering') and phone for peer to peer file sharing.

#### **Unlimited Data Plans**

50GB fair usage 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/Full Works for iPhone 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/Full Works for iPhone 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 or 4G Home or 5G Home. 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.

You can use your minutes and texts:

- When roaming in the EU/EEA to call and text customers of UK mobile networks and UK landlines starting with 01, 02 & 03 (including landlines and mobiles in Jersey, Guernsey and the Isle of Man) & Republic of Ireland.
- When roaming in the EU/EEA (including Jersey, Guernsey and the Isle of Man) to call and text customers of EU/EEA mobile networks and landlines.

Examples of when the daily charge does/does not apply:

- Calls and texts from the UK to France is an international call. This is not covered by the daily charge and International call charges apply:
- The daily charge does apply to calls and texts from France to mobiles & landlines in the UK & Republic
  of Ireland.
- The daily charge does apply to calls and texts within the EU/EEA/Switzerland to mobiles & landlines (so for example from France to France, or from France to Spain).

You cannot use your inclusive minutes and texts to call and text customers of mobile networks and landlines in the EU/EEA/Switzerland when in the UK. Allowances do not include premium rate numbers anywhere in the EU and will be charged at your normal plan rate.

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 any calls made from either of these countries, or from Northern Cyprus if connected to a Turkish network, will be chargeable as set out in the non-standard price guide.

# Republic of Ireland

When you are in the Republic of Ireland calls, text and data usage within the Republic of Ireland and to the UK are included within your allowance and the daily charge does not apply unless you have a limited call or text allowance. Once you have used up your allowance, calls or texts from the Republic of Ireland to the UK will be subject to the daily charge and calls within the Republic of Ireland will be subject to standard rates as set out in the standard and non-standard price guide.

When you are in the Republic of Ireland the daily charge applies to calls and texts to the EU/EEA/Switzerland.

You can call 150 free of charge when roaming in the EU/EEA to get information about our charges. Emergency services can be contacted within the EU/EEA by calling 112.

If your device is compatible with WiFi Calling, you will not be able to use it for WiFi Calling when outside the UK.

# 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, subject to the charge described above). Once you've used your fair usage 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 are subject to the above fair usage policy 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 UK/EU 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 usage 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 voice, text or 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 usage 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.

#### **DEVICE CARE EXTRAS**

If you purchased a plan directly from EE you are entitled to:

# **Protective Discount**

An annual £10 discount off a range of protective accessories, subject to availability. Where we do not stock accessories for a specific device, we will provide a discount code to be redeemed online.

#### Annual Check-Up

We'll cover an account review plus an overview of the software, battery, storage and connectivity information. It is your responsibility to back up all of your data on your device.

# **Extended Warranty**

You'll benefit from your normal manufacturer warranty and when it runs out you'll then benefit from this Extended Warranty so long as you remain on an eligible plan and your account is up to date. Your Extended Warranty only covers the original device supplied to you by EE. If your device suffers from electrical or mechanical breakdown through normal use during the warranty period, we will repair it for free. For full details and exclusions see the Device Care Extras terms at ee.co.uk/terms.

#### **ALL ROUNDER PLAN & FULL WORKS PLAN BENEFITS**

#### **Inclusive Extras**

All Rounder plans and Full Works plans (excluding Full Works for iPhone 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.

#### Full Works for iPhone Plan

Full Works for iPhone plans are for iOS users only and includes access to Apple One (individual membership) and the Roam Abroad Pass.

Apple One gives access to Apple Music, Apple TV+, Apple Arcade and 50GB storage with iCloud+. Apple One is for your personal, non-commercial use only. Apple ID required. You must not attempt to share, edit or adapt the content made available to you. Content is variable and may be withdrawn at any time. UK use only. Apple One terms apply. For more details go to ee.co.uk/apple-one.

The Roam Abroad Pass allows you to access your standard plan allowances in the USA, Canada, Mexico, Australia and New Zealand plus the 47 European destinations in our Europe Roaming Zone (as set out above) in addition to the UK and Republic of Ireland. Remember, as set out above, the data fair use policy outside UK of 50GB applies. Allowances last until next bill or until used up, whichever comes first. Allowances don't roll over. Our stable links policy applies, as set out above. Once you have used up the allowance, or hit your 50GB fair use amount, standard rates apply as set out in the Non-Standard Price Guide.

#### <u>Upgrade Anytime</u>

If you have taken part in Upgrade Anytime you will need to trade in your old device. It must be returned in full working order, be able to power up, with any security features such as Find My iPhone disabled, otherwise damaged/missing device charge may apply, see ee.co.uk/upgradeanytime for charges. Your device cannot be returned so ensure all contacts and data have been backed up before sending it to us.

As you have taken out a device credit agreement with us, you can upgrade your new device whenever you like from day 15 of a new plan. You do not need to return your device to do this, you just need to pay off the remaining balance of the existing device credit agreement.

	No Frills	Essentials	Essentials Unlimited Max	All Rounder & All Rounder for iPhone	Full Works	Full Works for iPhone
Data allowances	2GB to Unlimited	2GB to Unlimited	Unlimited	5GB to Unlimited	Unlimited	Unlimited
Minutes/Texts	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Speed Cap	Up to 10Mbps	Up to 100Mbps	Uncapped	Uncapped	Uncapped	Uncapped
Stay Connected	X	~	<b>✓</b>	<b>✓</b>	N/A	N/A
Device Care Extras	~	<b>~</b>	~	~	~	~
Data Gifting	×	~	<b>✓</b>	~	~	~
Inclusive Extras	X	×	×	Choose 1	Choose 3	×
Apple One included	×	×	×	×	×	~
Roam Abroad Pass included	×	×	×	×	×	~

# **PLAN PRICE GUIDE**

For new and upgrading customers from 16 August 2023 with a device credit agreement, 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.

The prices below are a range, check your order confirmation for your monthly plan price as at the start of your plan.

	Plan Type						
	No Frills	Essential	Essential Unlimited Max	All Rounder	All Rounder for iPhone	Full Works	Full Works for iPhone
Allowance							
2GB	£9 - £19	£12 - £22					
5GB	£12 - £22	£15 - £25		£23 - £32	£23 - £32		
25GB	£13 - £25	£16 - £28		£24 - £35	£24 - £35		
125GB	£17 - £29	£22 - £32		£28 - £39	£28 - £39		
Unlimited	£22 - £34	£25 - £37	£28 - £40	£33 - £44	£33 - £44	£42 - £52	£42 - £52

Included in					
Service Type	No Frills	Essentials Plans	All Rounder Plans	Full Works Plans	
Calls to UK mobile numbers	<b>~</b>	~	<b>~</b>	~	
Calls to certain MVNO numbers <sup>3</sup>	Х	X	Х	X	
Calls to UK landlines (numbers starting with 01,02, or 03 excluding Jersey, Guernsey and Isle of Man)	<b>~</b>	~	~	~	
Calls to Freephone (080) & (116) <sup>4,5</sup>	Х	X	X	X	
Calls to 08 & 09 numbers	Х	X	Х	X	
Calls to 084 and 087 numbers	Х	Х	Х	Х	
Calls to numbers starting in 0500	Х	Х	Х	Х	
Calls to retrieve voicemail	~	~	~	~	
Text messages to UK mobile numbers <sup>5</sup>	~	~	~	~	
Text messages to certain MVNO numbers <sup>3, 5</sup>	Х	X	Х	Х	
Picture messages	X	X	Х	X	
Calls to Customer Services (During Normal working hours)	<b>~</b>	~	<b>~</b>	~	
Calls to Customer Services (During Extended Working Hours) <sup>6</sup>	<b>~</b>	~	<b>~</b>	~	
Calls divert <sup>7</sup>	<b>~</b>	~	<b>~</b>	~	
Calls & texts to UK mobiles and landlines when roaming in one of countries listed below <sup>1, 8</sup>	Х	Х	Х	Х	

Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, 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, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City

Calls and texts to mobiles and				
landlines within the countries				
listed below when roaming in	X	X	X	Х
those countries <sup>1, 8</sup>				

Austria, Azores, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, 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, Saint Barthelemy, Saint Martin (French), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Vatican City

- 1. Daily charge applies unless you have an add-on, Inclusive Extra or Full Works for iPhone plan taken on or after August 2022 that includes roaming in the countries listed. Standard rates apply once plan allowance is used. When in Republic of Ireland, if you have used your allowance a daily charge applies for any calls, texts, data used in addition to the cost of an add-on. When in Republic of Ireland, if you have used your allowance a daily charge applies for any calls, texts, data used in addition to the cost of an add-on. Cost of daily charge can be seen under the standard and non-standard price guide <a href="here">here</a>. For further details on call costs whilst roaming please refer to the help section of our website, ee.co.uk.
- 2. A one minute minimum call charge applies. Thereafter calls are charged on a per minute basis.
- 3. Calls & text messages to certain MVNO and call forwarding services are not included in your allowance. A pre-call announcement may be heard prior to call connection. See 'points to note' for more information.
- 4. Calls to some charity helplines (e.g. Childline) are free to call and will not be deducted from your allowance. For a full list please visit the 'help' section of our website, ee.co.uk.
- 5. Applies to messages sent from your phone or via the EE website, ee.co.uk.
- 6. Call charges vary depending on the time of your call as well as other optional selections that you may choose. You will be notified of call costs and have the option to end the call at that point without incurring any charge. Please see our 'Non-Standard Service' brochure for further details and for definitions of our "normal working hours" and "extended working hours.
- 7. Call divert is included in your allowance where the diverted to a number which would have ordinarily been included in your allowance. Standard call rates apply to outside of allowance calls.
- 8. Fair usage applies abroad. See plan terms above. VoIP and using your phone as a modem or 'tethering' use will be deducted from your inclusive data allowance.
- 9. This price will not increase each year by the Consumer Price Index rate of inflation published in January plus 3.9%. The price may increase from time to time.

<sup>\*</sup> Cost of Calls or Services Made Outside of Allowances (Inc. VAT) can be seen under the standard and non-standard price guide here.

# Points to note

#### General

- A text message consists of up to 160 characters. If you send a longer message, to a number excluded from your allowance, you will be charged for two or more text messages as appropriate
- You can get an estimate of your out of allowance usage by calling 150 or by visiting MyEE. If there is a
  difference between the account services estimates and the amount shown on the bill, the latter takes
  precedence
- Charging starts when a call is answered by a person or an answering device
- Diverted calls are charged at the standard landline rate, or if appropriate, the relevant mobile or special number rate. Diverted calls are not included in your inclusive allowance
- On the bill, for pay monthly customers the charge for each call is rounded to the nearest tenth of a penny.
   The total of each of the sub- categories of 'call charges' and 'other usage charges' will be rounded to the nearest penny on the bill, then added together before VAT is added to this final figure. All chargeable calls will be subject to a 1 minute minimum charge unless otherwise stated
- 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.