

## CALM

## OFFER TERMS

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Version 1

Date 20 October 2023

## **The Offer & Eligibility**

- One month's free access (the "Free Period") to an Individual Premium subscription (the "Subscription") on the Calm App (the "App") and through the Calm website at <u>https://www.calm.com/app</u> (the "Website") is available to new and existing Consumer Customers on a Pay Monthly phone or SIM only phone plan who are UK residents and who have not previously benefitted from our one month free Calm offer or our 12 month Calm subscription (the "Offer").
- 2. If we accept your request to transfer your EE account to a new person, they will not be entitled to benefit from this Offer.
- 3. Only available to customers using a compatible mobile phone using the iOS or Android operating systems or another compatible device (as described in paragraph 16 below). Not available to customers with a device other than a compatible device (as described in paragraph 16 below).
- 4. This Offer is not available to customers on a 4GEE WiFi, Smart Watch or Tablet Price Plan. This Offer is also not available to customers on our Small Business or Business Connect plans.
- 5. You can select this Offer and request the add-on through My EE or texting CALM to 150. If you select this Offer, you will then be sent a text message with instructions for downloading and redeeming a voucher code, which you will need to follow in order to activate this Offer. The voucher code is will expire if it is not redeemed within 3 months of being issued. The Free Period will start as soon as you request the add-on (rather than when you redeem the voucher code) and will run for one month and cannot be deferred, paused, transferred to another EE customer of any type or redeemed in stages.
- 6. Following the Free Period, the add-on will be removed and you'll no longer be able to access the Subscription on the App and Website.
- 7. During the Free Period, the add-on will appear on your EE bill as a product with no charge.
- 8. If you move to a plan that is not eligible for this Offer or you cancel your EE contract before you have requested the add-on and received a text message for downloading and redeeming a voucher code (as described in paragraph 5 above), you will no longer be eligible for this Offer. If, however, you do this when you have already requested the add-on and received a text message (as described in paragraph 5 above) and are still in the Free Period, you will be able to continue to benefit from the Offer for the remainder of the Free Period.
- 9. Once you have benefitted from this Offer, if you choose to upgrade, move plans or enter into a new contract for mobile services, you'll be unable to benefit from a further Free Period.
- 10. The Subscription is provided to you as an Additional Service and does not form part of your Price Plan with us. This Additional Service can be added to each eligible line on your Account. We'll refer to it as an add-on in MyEE, on your bill, online and

when you call or text customer services. You cannot have more than one add-on of this type per eligible line registered to your Account.

- 11. Before requesting an add-on for this Additional Service you must acknowledge and understand that any change to the Service provided, or to the terms and conditions, will only entitle you to cancel the Additional Service. Such changes do not entitle you to cancel your Agreement with us for mobile network services.
- 12. If you choose to cancel the add-on, for whatever reason, or if we have to remove it from your account because you've failed to comply with these terms and conditions or the Calm Terms of Service applicable to your use of the App and/or the Website, you'll forfeit the opportunity to add this add-on to your Account again for a free period.
- 13. When entering into a contract for digital content you're entitled to a 14 day cooling off period, except where you enter in to a contract in store. Once you've entered into a contract for this Additional Service, you'll have 14 days to tell us you've changed your mind. However, once you've accessed the App or the Website (e.g. by accessing content) 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.

## **The Service**

- 14. The Subscription provides you with access to relaxation, sleep and mindfulness content and digital tools (the "Service") on the App and the Website.
- 15. 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. The Service is subject to the usage restrictions set out in the Calm Terms of Service, which can be found at <u>https://www.calm.com/terms</u>. Content available via the Subscription may change from time to time.
- 16. To access the Service through the App on a mobile device, you will need to download and register the App on a mobile device that uses either iOS 15 or above or Android 7.0 or above. You can also access the Service through the App on other specified by Calm (see https://support.calm.com/hc/endevices as us/articles/115002474147-Calm-Compatible-Devices for a list of compatible devices). You can also access the Service through the Website on a compatible device by registering through the Website. Please note: Calm is not compatible with Internet Explorer. The App, Website and Service is provided by Calm.com, Inc. ("Calm"). You must read and accept the Calm Terms of Service. You agree to use the App, Website 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, Website and Service is for general informational purposes only and is not guaranteed by EE. You must read and accept the Calm Terms of Service. Full terms can be found at https://www.calm.com/terms.

- 17. If you are an existing Calm member you will need to cancel your existing subscription directly with Calm. If you do not, you will continue to be charged by Calm.
- 18. To access the Service you will be required to set up a Calm account. If you do not have an existing Calm account, you will be required to register for one. When registering, you must provide Calm with some personal information, such as your first name, email address, and password. The information you supply when creating a Calm account will be processed in accordance with Calm's privacy policy. Visit <u>https://www.calm.com/privacy-policy</u> for more information.
- 19. Access to the App and the Website is available using your mobile data or over WiFi. If you use data when using the App and/or the Website, your EE Price Plan's inclusive data allowance will be deducted. Your data allowances will also be deducted when downloading the App and/or Website to your EE device. If you are using the App or the Website on a non-EE device, data charges from your mobile provider may apply.