

# Terms and Conditions

The legal terms You need to know about Your Travel Data eSIM service. Version 1 dated 28 October 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 (including internet phone calls known as VoIP). The Travel Data eSIM Plan service does not provide you with the ability to make and receive non-internet phone calls and texts. You'll need a Device that is eSIM compatible, and if You have a 4G or 5G -compatible Device, You can also use Our 4G or 5G Network and so-on as network technology develops. As network technology develops older technologies may be withdrawn. 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 buying the Services on Our coverage checker, which can be found on Our website ([ee.co.uk/coverage](https://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 3.1, 3.2 and 3.3 of the terms and conditions).

## 2. Changing the Terms and Charges.

We may change the terms and conditions or the Services. If We do, We'll give You Written Notice when We can before the change takes effect (see 2.5 of the terms and conditions). We may also increase or decrease Our prices. You agree that We can change these Terms and Charges without obtaining Your express consent to vary the Agreement providing We comply with the procedure in point 2.5.

## 3. Unused duration of plan.

You cannot claim back any unused duration of Your Travel Data eSIM Plan except in specific limited circumstances. Point 7.3 explains what these circumstances are.

## 4. 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 points 3.5, 6.1.2 and 7.2 of the terms and conditions).

## 5. Lost or Stolen Travel Data eSIM.

If the device containing your Travel Data eSIM is lost or stolen, please notify us through the Help section of the Manage Pass section of your Account as soon as You realise it's lost or stolen. You will be responsible for any activity on Your Account before You told Us (see 4.4 of the terms and conditions).

## 6. Our liability to You.

There are certain circumstances in which Our liability to You is limited or excluded (See point 5 of the terms and conditions).

## 7. Your Information.

You and anyone who You buy the Travel Data eSIM for agree that We, Our Group Companies and Our carefully selected business partners use information about You and anyone who You buy the Travel Data eSIM for, including information about Your use of Our Network and Services and related products. You can learn more about how we use your personal information in our privacy policy, including information on how you can ask us to stop sending You direct marketing at any time (see point 9.2 of the terms and conditions).

## 8. These key points.

Remember that 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 Travel Data eSIM Plan Agreement

#### 1. Definitions

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

**'Account'** – the account in which We record Your Charge for Services, store instructions for downloading Your Travel Data eSIM and have self-serve Help pages;

**'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 Travel Data eSIM to access the Services, together with the Travel eSIM Plan Terms and Price Guide referred to throughout;

**'Charges'** the charges related to this Agreement or the Services, and which include by way of example only, charges for data;

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

**'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;

**'GSM Gateway'** a device which uses one or more SIM or eSIM Cards and allows the Services to route or re-route to or from a fixed line telephone through a wireless link onto a mobile network;

**'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;

**'OFCOM'** The Office of Communications that regulates the communications industry, including Us;

**'Travel Data eSIM Plan'** the underlying eSIM data plan provided to You by Us which allows You to access the Services, for which the terms and conditions and Charges are set out in Our Travel Data eSIM Plan Terms and Price Guide;

**'Travel Data eSIM Plan Terms and Price Guide'** the document outlining terms and conditions and Charges for Travel Data eSIM Plan Services which can be found on Our website;

**'Travel Data eSIM Pass'** the duration of the Travel Data eSIM Plan;

**'Travel Data eSIM'** the data eSIM provided under this Agreement and used with the Device to get Services;

**'Registration Details'** Your full name, phone number and home address which must be provided to Us to create an Account that stores the Travel Data eSIM providing access to the Services;

**'Services'** a service provided to You by Us including by way of example only, the data You can use;

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

**'Use'** the point at which You connect to the Network with Your Travel Data eSIM and access the Services;

**'VAT'** value added tax at the prevailing rate;

**'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;

**‘Written Notice’** sending You either: (1) an electronic message to Your eSIM which may contain a cross reference to Our website for further information; or (2) a letter to Your postal address that You have registered with Us; or (3) an email to the email address that You have registered with Us. Each will tell You that a change is going to happen and what that change is. Our website, letter or email will contain an explanation of why the change is happening and provide You with any relevant before and after information.

**‘You’ and ‘Your’** the customer who is a party to this Agreement.

## **2. Our Agreement**

2.1 This Agreement starts when We accept Your request for Services. You are deemed to accept these conditions when You use Your Travel Data eSIM to access the Network in the UK.

2.2 We will open an Account for You to download and set up Your Travel Data eSIM. You must enter your personal details to create an Account for Your Travel Data eSIM. You can buy a Travel Data eSIM Plan to access the Services directly via a credit card, debit card, Google Pay and Apple Pay, or any another payment method available at checkout. We will connect You to the Services as soon as We can.

2.3 The following terms apply to SIM Cards:

2.3.1 If a Travel Data eSIM is lost or stolen, You should notify us through the Help section of the Manage Pass section of your Account as soon as reasonably possible for a new one (see point 4.4). We may charge for a replacement.

2.3.2 We own the Travel Data eSIM, and You can only use the Travel Data eSIM to use the Services.

2.4 We reserve the right to terminate your Travel Data eSIM at any time to enhance or maintain the quality of the Services.

## **2.5 Changes to Our Agreement**

2.5.1 We will make a copy of Our current version of these terms and conditions available on Our website. We can change these terms and conditions for any good reason, for instance, if We want all customers on the same conditions.

2.5.2 If You have registered with Us We will give You Written Notice and tell You 30 days before We do this. The new terms and conditions will apply to You once that notice has run out, unless You terminate Your Agreement with Us within that notice period.

2.5.3 If You are a Consumer and the change is of material detriment to You, we may refund your Travel Data eSIM if it has not been Used and if before the change occurs You contact us requesting that we disconnect Your eSIM from the Network. See point 7.2 for details of the other situations where We may refund unused Travel Data eSIM plans.

2.4.4 We can change these terms and conditions if new laws or rules make it necessary or where We are required to do so by OFCOM or any other regulatory body. We will endeavour to give You 30 days’ Written Notice if We have to do this. The new terms and conditions will automatically apply to You once any notice period that We are able to give You has run out.

## **3. Our Services**

3.1 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:

3.1.1 things like the weather and faults in other networks;

3.1.2 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;

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

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

3.1.5 the Device You use to access the Network.

3.2 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 4G or 5G Services when You are in range of a 4G or 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.

3.3 The Travel Data eSIM Plan is an unlimited data connection plan with uncapped speed designed for travel within the UK 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'll need to switch or toggle to another SIM or eSIM which has airtime on your Device or switch to another device.

3.4 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.

3.5 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:

3.5.1 The Services are not used for anything unlawful, immoral or improper;

3.5.2 The Services are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls;

3.5.3 The Services are only used with the Device approved for use with the Network and all relevant laws and rules are followed;

3.5.4 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;

3.5.5 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;

3.5.6 You give Us information We reasonably ask for;

3.5.7 All reasonable instructions We give You are followed;

3.5.8 You comply with any fair use policy applicable to Your use of the Services and if You are in breach of that policy We reserve the right to deprioritise your mobile traffic or limit your network speed.

3.5.9 You must not sell or attempt to sell or otherwise provide commercial services using Our Network to any third party without Our express prior written consent;

3.5.10 You, or anyone who uses Your Travel Data eSIM, must not damage the Network or put the Network at risk, or abuse or threaten Our staff;

3.5.11 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

3.5.12 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.

3.5.13 Without obtaining prior written consent from EE, You must not operate, whether directly or through a third party, a GSM Gateway, commonly known as a 'SIM box'.

3.6 Any failure to comply with any of the points in point 3.5 will entitle Us to suspend or disconnect the Travel Data eSIM from the Network. We will also be entitled to terminate this Agreement.

3.7 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.

3.8 The default parental control setting of the Travel Data eSIM is locked to Moderate and cannot be changed. This means that You will not have access to 18-rated content in accordance with BBFC (British Board of Film Classification) guidelines or to pornography sites on the EE Network.

#### **4. What and how You pay**

4.1 Our Charges are set out in the Travel Data eSIM Plan Price Guide. We update this booklet from time to time. You can obtain an up-to-date copy by referring to Our website.

4.2 If You buy Your Travel Data eSIM Plan via a credit or debit card We will charge to that card the Charge for Your Travel Data eSIM Plan, and Your Travel Data eSIM will be made available to you on-screen or via email to download one (1) time.

4.3 If at the time We attempt to deduct a Charge Your payment card transaction is declined, that Charge will fail and You will not be able to buy or use the Travel Data eSIM Plan for which We are attempting to Charge You.

4.4 You are responsible for all Charges applied to Your Account or a payment card. If You advise Us through the 'Manage my Pass' section of your Account that the Device holding Your Travel Data eSIM has been lost, stolen or damaged, as soon as reasonably possible after discovering that the Device holding Your Travel Data eSIM has been lost, stolen or damaged, You may be eligible for a replacement or refund.

4.5 We will not refund the Travel Data eSIM Plan in any circumstances except as set out in point 7.1.

#### **5. Our Liability to You**

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

5.2 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.

5.3 Except as set out in points 5.1 and 5.2, 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.

5.4 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 Equipment or Services) or anticipated profits, loss of property or loss of use of property.

5.5 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.

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

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

5.8 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. You remain responsible for all Charges for the use of any Services activated by such a Virus.

5.9 This point 5 will apply even after this Agreement has been terminated.

## **6. When We may suspend or disconnect the Services**

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

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

6.1.2 You or anyone who uses Your Travel Data eSIM does not keep to the conditions of this Agreement, or any other Agreement with Us.

6.2 You are liable for Charges during suspension unless We decide otherwise. Where there is disruption to the Network, or an issue with the Services, for example issues with Network coverage, speed or other aspects of Your Service (including disruption described at point 6.1.1) You must let Us know within 30 days of the termination of Your Travel Data eSIM Plan through the Help button in the 'Manage Pass' section of your Account. We'll investigate and take steps to resolve the issue or disruption reported. You may be entitled to a refund, depending on the nature of the issue or disruption You experience. In addition, You may also have legal options, for example the right to require Us to fix the problem, or the right to a refund under the Consumer Rights Act 2015. For more information about these rights, visit [adviceguide.org.uk](http://adviceguide.org.uk).

6.3 The rights that We have under this point 6 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 the following other points of this Agreement: 3.5 and 7.2.

## **7. Changing charges and terminating this Agreement**

### **7.1 Changes to Services and Charges**

7.1.1 We can lower any Charge at any time without telling You beforehand, although We will try to tell You if We can.

7.1.2 We can suspend, change or withdraw Your Price Plan. We will give you Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.

7.1.3 We can increase any Price Plan Charge. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out unless You terminate this Agreement within that notice period.

### **7.2 Your termination rights**

7.2.1 You can terminate this Agreement at any time.

7.2.2 You can terminate this Agreement by:

7.2.2.1 requesting a refund in the Help section of the 'Manage Pass' section of your Account;

7.2.2.2 not Activating your Travel Data eSIM within 90 days of purchase; or

7.2.2.3 deleting the Travel Data eSIM from your Device.

7.2.3 You are not entitled to claim back any amount in respect of any portion of Your Travel Data eSIM Plan after it has been Activated and Used, except if our entitlement to operate the Network ends at any time, or if there is an issue with the Services or Network.

### **7.3. Our immediate termination rights**

7.3.1. We can terminate this Agreement immediately, if any of the following happens:

7.3.1.1 You break an important condition of this Agreement or a number of less important conditions;

7.3.1.2 You break a less important condition of this Agreement and do not put it right within 7 days of Us asking You to; or

7.3.1.3 any licence of Ours to run the Network is ended. However, as described in point 7.1 We will refund the Charges to You if the Travel Data eSIM has not been Activated and Used.

## **8. General**

8.1 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.

8.2 We can record any conversations between You and Our staff.

8.3 We may send notices to Your online Account or Your email address. You'll need to accept these changes which may include doing anything reasonable We request.

8.4 If You have registered with us You must contact customer services straightaway about any change in Your Registration details. It's Your responsibility to make sure that the email address that You give Us is correct, current and works at all times. If You change Your email address or it stops working for any reason, You must notify Us immediately. Where We send notices by email We will send them to the most recent email address supplied to Us.

8.5 We aren't responsible for messages that don't get to You because Your Device is turned off or not connected to the Network.

8.6 Unless otherwise stated in this Agreement, any notices from You to Us must be sent to: EE Ltd, 1 Braham Street, London E1 8EE.

8.7 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.

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

8.9 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.

8.10 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.

## **9. Your Information**

9.1 You confirm that the information that You provide to Us, including Your registration details, is true, accurate and complete.

9.2 We will use Your 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](http://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), 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.

9.3 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.

9.4. 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.

9.5. If You have any questions or require help or support You can contact customer services through Your Account. In addition, You can go to the help and support pages of Our website.