



# CALM

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## 12 MONTH SUBSCRIPTION TERMS

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Version 1

Date: 20 October 2023

## The Subscription & Eligibility

1. The Calm Individual Premium subscription (the “**Calm Subscription**”) provides you with access to relaxation, sleep and mindfulness content and digital tools (the “**Service**”) on the Calm App (the “**App**”) and through the Calm website at <https://www.calm.com/app> (the “**Website**”) for a monthly charge (see the EE Standard and Non-Standard Charges Price Guide for charge amount) and a 12 month period.
2. The **Calm Subscription** 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 taken our 12 month Calm subscription.
3. The **Calm Subscription** is 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 **Calm Subscription** is not available to customers on a 4GEE WiFi, Smart Watch or Tablet Price Plan. This **Calm Subscription** is also not available to customers on our Small Business or Business Connect plans.
5. 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.
6. Availability is subject to credit status.
7. You can select and request the **Calm Subscription** through My EE or texting CALM to 150. If you select and request this **Calm Subscription**, 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 the **Calm Subscription**. The voucher code will expire if it is not redeemed within 3 months of being issued. The **Calm Subscription** will start as soon as you request it (rather than when you redeem the voucher code) and will run for a 12 month period.
8. A 12 month minimum term applies and we’ll apply the charge to your EE Account each month. After the 12 month period, the **Calm Subscription** will be removed from your EE Account and you’ll no longer be able to access the **Calm Subscription** on the **App** and **Website**.
9. If you move to a plan that is not eligible for the **Calm Subscription**, or you cancel the **Calm Subscription** with us or your EE contract during the 12 month minimum term of the **Calm Subscription**, you will need to pay to us upfront the full outstanding balance for the remaining monthly charges for your **Calm Subscription** for the 12 month minimum term and will be able to continue to access the **Calm Subscription** for the rest of the 12 month period.
10. If you choose to cancel the **Calm Subscription** with us, 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 12 month **Calm Subscription** to your Account again.
11. Once you have taken the **Calm Subscription**, if you choose to upgrade, move plans or enter into a new contract for mobile services, you’ll be unable to take the **Calm Subscription** again.
12. The **Calm 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 may refer to the Additional Service as an ‘add-on’ in MyEE, on your bill, online and when you call or text customer services. You cannot have more than one **Calm Subscription** per eligible line registered to your Account.

13. Before requesting this Additional Service you must acknowledge and understand that any change to the cost of the Additional Service, to the **Service** provided, or to the terms and conditions shall, if applicable, only entitle you to cancel the Additional Service. Such changes shall not entitle you to cancel your Agreement with us for mobile network services.
14. 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 these Additional Services, 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

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 viewing it. The **Service** is subject to the usage restrictions set out in the Calm Terms of **Service**, which can be found at <https://www.calm.com/terms>. Content available via the **Service** 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 devices as specified by Calm (see <https://support.calm.com/hc/en-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. 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 <https://www.calm.com/privacy-policy> for more information.
18. 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.