

## **EE Smart Home Help app Terms and Conditions of Use**

These are the terms and conditions of use (the “**terms**”) for the **EE Smart Home Help app** (the “**app**”). They are framed as a series of easy to read questions and answers. Please make sure you read them as they are legally binding terms.

### **1. Who’s who?**

This app is provided by Asurion Solutio Europe Limited (“**Asurion**”), registered in England and Wales with registered number 10163748 and having its registered office at Chiswick Place, 272 Gunnersbury Avenue, Chiswick, London W4 5QB. In these terms, “**we**”, “**our**” and “**us**” means Asurion, all of its parent and subsidiary companies, all subsidiaries of its parent companies and all of our suppliers and providers who support our provision of the app.

When we say “**you**” or “**your**”, we mean the person authorised to use this app under these terms (see **Section 4**).

### **2. Can I use the app and how long can I use it for?**

You can use the app if you have purchased a Smart Home device from EE and have a smartphone which the app can be installed on. Your right to access and use the app will end in accordance with the Smart Home Help terms of service.

### **3. How can I contact you?**

It’s easy to get in touch with us:

Call: 08000684195 (or click to call via the app.)

Email: [EESmarthomehelp@asurion.com](mailto:EESmarthomehelp@asurion.com)

### **4. What can the app do?**

You can use the app to get technical support for your Smart Home device as much as you like for as long as you are eligible to use the service (see **section 2**). The EE Smart Home Help service will provide support for setting up and using your Smart Home device, including connecting it to other devices in your home. You acknowledge and agree that:

- ‘**Click-To-Call**’: connects you via phone to speak with one of our Tech Experts for assistance.
- ‘**Click-To-Chat**’: connects you via our instant online messaging service with one of our Tech Experts.
- ‘**Data Collection and Use**’: the app collects information from your smartphone - such as your mobile number, network provider, email account names, SIM card details, app names and usage, battery levels and other settings or information that help us support you with your devices. Information on our use of your data can be found in our [Privacy Policy](#).
- ‘**Remote Support**’: enables our Tech Experts to provide you with advanced remote support, including changing of smartphone settings remotely, switching screens on your behalf, sending you links for installing / uninstalling applications, or remotely accessing your smartphone and controlling your smartphone for the purpose of answering your tech query.
- ‘**Proactive Notifications**’: enables us to send you personalised proactive notifications & messages to help you prevent technical problems before they arise, help you optimise your Smart Home usage and send information about subjects relevant to your Smart Home device and how you use it.

‘Click-to-Call’ and ‘Click-to-Chat’ are available in line with your EE Smart Home Help terms of service. When you use ‘Click-to-Call’ and ‘Click-to-Chat’ the App may send certain information to us about your smartphone, including, without limitation, your settings information, your performance and data usage, and information about your installed applications. Information on our use of your data can be found in our [Privacy Policy](#).

### **5. Exclusions and limitations**

The app is not compatible with all smartphones, but only with Android devices with version 5 and above, and iOS devices with version 9 and above. We recommend you download any updates published for the app. It may not work unless it is regularly updated.

### **6. Do I need a licence to use the app?**

Yes. For as long as you’re entitled to use the app (see **Section 2**), we give you a licence (and permission) to use the app and all supported features in accordance with these terms and these terms form a contract between us, which is the licence to use the app.

There are conditions to this licence and these are that you:

- comply with these terms and conditions in full;
- don’t use the app in any way that violates any applicable rules, laws or regulations

- don't transfer, distribute or sub-licence or attempt to transfer, distribute or sub-licence this licence to anybody else;
- don't alter, modify or attempt to alter or modify the app or any part of it;
- don't decompile, reverse engineer, derive the source code or decrypt the app;
- don't remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the app;
- don't copy or reproduce or attempt to copy or reproduce the app or any part of it or any of its content (including our and Three's trademarks and intellectual property); and
- don't interfere or attempt to interfere with the app in any way.

You shall not misuse the app, including, without limitation, using the app in any manner that:

- interferes with or interrupts the app or any hardware, software, system or network connected with the app;
- stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights;
- uses the app on a device without permission;
- tampers with or makes an unauthorised connection to any network, including, without limitation, the network of any wireless carrier;
- disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the app or any other computer software or hardware.

More generally, in using the app, you must respect the rights of others (including their intellectual property rights) and in a way that is not illegal, immoral, or offensive or in a way that is likely to cause us reputational damage.

If you don't comply with these terms, this licence will be automatically cancelled and you won't be entitled to use the app any more. If you're no longer entitled to use the app, we may ask you to remove it from your mobile phone and you agree to do so if that happens.

## **7. Will I be charged for using the app?**

There is no charge to download the app. The app is available for compatible devices as part of your purchase of your Smart Home device. You will incur:

- Data usage fees for using the app, calculated at your normal EE rates.

Calling the EE Smart Support direct line on 08000684195 or via the click-to-call button in the app is free of charge when called from inside the UK.

We may withhold your right to use the app if your payments are in arrears for your EE Mobile Subscription and/or your account is suspended. If you cancel your EE Mobile Subscription or your EE Smart Support service you won't be able to use the services provided by this app.

## **8. How do I get started?**

Simply download the app from your relevant app store then open it to start enjoying the services it provides.

## **9. What personal information do you collect about me and how will you use it?**

When you install the app, we will collect personal information from you on your use of the mobile phone and any supported devices. We will also collect information on your use of this app and when you use any of the services it provides. We may need to have direct access to various functions on your mobile phone such as your settings information, your battery storage levels, performance of the app and your devices and data levels and information regarding your installed applications.

Click [here](#) for full details about the information (including personal information) we collect and how we use it in our Privacy Policy.

As part of the services, we will need to send you information on and updates to the app. We will not use the app for marketing purposes and by installing this app you agree to receive service only communications.

## **10. Will the app always work?**

Our aim is that the app will be available 24/7 but that may not always be possible. For example there may be times when we have to update the App or test its functionality when certain features may not be available. Our 'Click-to-Call' and 'Click-to-Chat' service is only available during published opening hours.

Your smartphone must be powered on and connected to WiFi or, if available, be within your mobile coverage area for the app to operate.

We are not responsible for content, websites, products and services created or provided by anyone other than us which you may access via the app.

#### **11. How do I cancel the app? Can you cancel the app?**

You can stop using and delete the app at any time (there's no need to tell us when you do this).

Deleting the app will terminate the licence in these terms, although your EE Smart Home Help service will continue in accordance with its terms. Deleting this app will not extinguish your or our liability for any prior breaches of these Terms.

We may remove your right to use the app and terminate the licence in these terms immediately if you are no longer eligible (**see Section 2**).

We may also remove the app if there is a change in law or technological developments which make the provision of the app or the technical support services impossible, if the future cost of support exceeds our reasonable estimate or for any other good reason. We will give you at least 14 days' notice of termination in these circumstances by text, email or in writing using the contact details provided by you.

#### **12. Can you change these terms?**

We can change these terms at any time. Where we improve the service we can make the change immediately without notice. If we reduce the service we'll give you notice by text, email or in writing using the contact details provided by you or by issuing updated terms via an update to this app. You can delete the app if you aren't happy with our changes. You don't need to tell us if you delete the app.

#### **13. What do I do if I want to complain about the app? How are liabilities dealt with?**

If you're not happy with our service you can call, email or write to us to complain at any time (see **Section 3** for our contact details).

We are not liable for business losses. We only supply the products for personal non-business use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen at the time you downloaded the app.

Under general law, certain terms are implied into these terms and you have statutory remedies should these implied terms be breached. All other terms and conditions that might otherwise be implied into these terms are excluded to the fullest extent permitted by law.

#### **14. Are there any specific terms that apply if I use the Apple App Store to download the app?**

Yes, if you download the app from the Apple App Store, Apple requires us to comply with their Apple App Store terms and conditions. For these purposes, you confirm and agree that:

- Your use of the app will comply with the App Store terms of service which are available on the Apple website;
- These terms create a contract between you and us – and not Apple – but Apple and its subsidiaries, as beneficiaries of these terms, are entitled to enforce the terms of these terms directly against you;
- Apple has no responsibility for the app or its content;
- Apple has no responsibility for providing maintenance and support services for the app;
- If the app fails to meet any applicable warranty, you may notify Apple who may refund any purchase price you paid for the app but otherwise has no other warranty responsibility. Any other claims or liabilities in relation to warranties are solely our responsibility;
- Apple has no responsibility for claims relating to the app or the possession or use by you of the app. These may include product liability claims, claims that the app does not meet applicable legal or regulatory requirements or consumer protection and similar claims;
- We and not Apple are responsible for any intellectual property infringement claims brought by third parties arising from your use and possession of the app;
- You are not located in any country which is subject to an embargo, is designated by the Government as a terrorist supporting country nor are you on any list of prohibited or restricted persons maintained by the Government; and
- Apple will have the right to enforce the terms of this agreement against you as third-party beneficiary of these terms.

#### **15. Are there any other terms?**

Yes, the following general terms also apply:

- We can transfer our rights and responsibilities under these terms and conditions to third parties

- The law that applies to this contract will be the law governing whichever part of the UK you live in – so if you live in England or Wales, the law of England and Wales applies; if you live in Scotland, Scots law applies; and if you live in Northern Ireland, the law of Northern Ireland will apply.
- All communications with you in relation to this contract will be in English.