

Terms and conditions



Welcome to Drone SIM

This is a service specifically built for use at altitude, under which we will provide an appropriate account with an associated SIM card and confirm the necessary permission for you to connect to the EE mobile network for the primary use of connecting drones at altitude in accordance with the requirement in the relevant associated Wireless Telegraphy Act licence available from OFCOM. This connectivity is intended to be used to provide a command-and-control path, telemetry and payload data, such as streamed video.

Your use of the Drone SIM card for this purpose is subject to you having obtained a licence from OFCOM allowing you to apply for our permission to connect to drones at altitude.

Please take some time to read these terms and conditions. They provide important information about your plan. Upon purchase of a Drone SIM card, you accept these terms and conditions. By purchasing a Drone SIM card, you are entitled to connect at altitude to the EE network.

We reserve the right to withdraw your permission to connect to the EE network at our sole discretion and in such case will notify you in writing. In this event, please note that your licence under the Wireless Telegraphy Act would no longer authorise your drone to connect to the EE network and it would therefore no longer be legal to connect your drone to the EE network.

These terms and conditions apply to new EE business customers who have signed an EE Business Agreement with EE Limited from 8 January 2021 onward. They may also apply to business customers who have agreed to terms with an authorised third party agent of EE. They do not apply to BT business customers who have taken EE mobile on a BT contract. Business customers who signed an EE Business Agreement before 17 November 2020 or a Business Agreement with Orange after 3 October 2011 will find their network terms in the Legacy Terms tab of this web page: [Terms and Conditions | Business Terms | EE Business.](#)

These terms and conditions are split into three sections:

- A. The Drone SIM terms – setting out the Drone SIM requirements;
- B. The service terms – setting out the terms of the connectivity services; and
- C. The general terms – these apply to both the Drone SIM requirements and the connectivity services.

How to contact us

If you need to contact us, please email droneconnect@bt.com.

A. The Drone SIM terms

This section relates to the requirements for the Drone SIM service.

These terms and conditions

1. These are the terms and conditions for the Drone services. By purchasing, installing and using the Drone SIM card, you agree to these terms and conditions.

- If we provide you with another service, you'll have a separate agreement for these services, and you'll continue to be subject to those terms and conditions. You can find those terms and conditions at <https://ee.co.uk/help/help-new/terms-and-conditions>.
- Sometimes we'll need to change these terms and conditions. If this happens, we'll let you know about these changes as soon as we can and you can then choose to end the service. By continuing to use our service after we update anything, you accept it and any updates and you will be deemed to have accepted the revised terms and conditions.

Eligibility

- In order to be able to apply for permission to use cellular connectivity at altitude, you must have obtained a licence from OFCOM (available at <https://www.ofcom.org.uk/manage-your-licence/radiocommunication-licences/online-licensing-service>).

Commencement and term

- Your Drone SIM plan will begin when you purchase a Drone SIM card and your service will continue for the duration of your plan, as notified to you at the time of purchase.
- If you want to stop using the service, please let us know.

Using the Drone SIM service

- You must not use the service or allow the service to be used:
 - Fraudulently or in a way that breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland (as appropriate).
 - In a way that might have a negative effect on our systems, networks, servers, brand, reputation or security; other customers' services or equipment or security; or any other person's or business's systems, networks or security.
 - By anyone without the appropriate OFCOM licence.
 - In any device that is not a drone.
- You agree to take all reasonable steps to make sure that the misuse outlined in paragraph 7 does not happen.
- You agree to follow and comply with our acceptable use policy. We might update it from time-to-time, so please check bt.com/terms/acceptableuse occasionally for updates. By continuing to use our services after we update anything, you accept it and any updates.

- We take the kind of misuse detailed in paragraph 7 very seriously. If we reasonably believe it has happened, we may take immediate action to suspend the service or end the agreement, without telling you first, even if you were not aware of the misuse.

Security

- You are responsible for the security and proper use of the service and must take all necessary steps to ensure that it is secure.
- You must immediately inform us of any changes to the information you have supplied when registering for the service by emailing us at droneconnect@bt.com.

Feedback

- You acknowledge that this is a new service and agree to provide feedback at our reasonable request.

Changes we may make

- We may change a service, service features, loaned equipment and these terms and conditions to do the following:
 - Make these terms clearer or easier for you to understand or change it in another way that doesn't significantly disadvantage you.
 - Change, improve, update or introduce a new service, service feature or equipment you get.
 - Reflect changes to or developments in technology (for example, we may develop the way we provide a service, or develop and introduce new systems which give you a better service).
 - Withdraw, replace or remove all or part of a service, a service feature or equipment.
 - Make minor changes to technical specifications (for example, updates to the technology we use to provide a service to you).
 - Update, upgrade, improve or alter a service, service features or equipment (for example, to fix bugs or faults, tackle security issues, improve software or equipment, change the way a service looks or improve how the equipment works).
 - Reorganise the way we manage or run our business.
 - Reflect any change to a law, code of practice, regulation, guidance or responsibility that applies to us.

We will give you written notice a minimum of 14 days before we do so. The change will then apply to you once that notice period has run out unless you tell us that you wish to cancel the service within 14 days of us notifying you of the change.

When we may restrict, suspend or end the service

15. We may stop providing the service and end the agreement under these terms at any time with reasonable notice.
16. We may suspend the services without warning if the network breaks down or needs maintenance. We will try to make sure this does not happen often.
17. We may suspend and/or disconnect the services and/or terminate your agreement without warning if:
 - a. you or anyone who uses your Drone SIM card does not keep to these terms and conditions or any other agreement with us or our group companies;
 - b. you fail to comply with any of the points in paragraph 29;
 - c. any licence of ours to run the network is ended;
 - d. we reasonably suspect fraudulent use of the network and/or services based on any and all data available to us; or
 - e. we identify a usage pattern or patterns that are disproportionate to the overall type, amount, duration and/or extent of data which we would expect from good faith usage of our network or services.

Drone details

18. By using the Drone SIM services and card provided to you, you consent to our collection of details of your drone and network data from your drone (using software embedded on the Drone SIM card) which may include:
 - a. your IMEI (information which identifies the drone);
 - b. your IMSI (a SIM card's unique identification);
 - c. the operating system you are using; and
 - d. your IP (Internet Protocol) address, in order to disable the Drone SIM card where we suspect fraudulent activity or any other breach of these terms.

Data usage

19. Our Drone SIM IoT plan gives you a capped data allowance and is not an unlimited data plan. Once you have used up your monthly data allowance, your speed will be capped at 0.5Mbps. You will regain access to our fastest speeds upon any of the following:
 - a. renewal of your monthly plan allowance; or
 - b. by buying one of our data add-ons.
20. Once the data add-on data runs out, you will return to the capped speeds until your monthly plan allowance has renewed.

B. The service terms

This section relates to the connectivity services we will provide you with.

Term

21. We will connect you to the network services as soon as we can.
22. Your service will last for the duration of your plan, as notified to you at the time of purchase of your Drone SIM card, and at the end of your plan, this agreement will continue until terminated under paragraphs 15 or 17 above.

Drone SIM cards

23. If your Drone SIM card is lost, stolen or damaged, you should contact us at droneconnect@bt.com to request a new one.
24. We reserve the right to recall any Drone SIM card from you at any time to enhance or maintain the quality of the services.

Our services network and access to services

25. At any time our network comprises lots of different types of technologies. The services are made available provided you and your drone are in range of base stations forming part of the relevant technological network when trying to use the service. The service available for this Drone SIM service will be up to 4G only. Any coverage maps provided are our best estimate of our outdoor coverage at ground level but not a guarantee of service coverage which may vary from place to place and at altitude.
26. We will always try to make the services available to you, using the reasonable skill and care that would be expected of a competent mobile communications provider, but sometimes they may be unavailable as a result of, or be affected by:
 - a. things like the weather and faults in other networks;
 - b. 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; or
 - c. your or your drone's location when using the services. For example, coverage may be affected by you or your drone's location and the availability or strength of our network in that location.

27. Where there is disruption to the network, for example, issues with network coverage, speed or other aspects of your service, you should let us know by emailing us at droneconnect@bt.com.
28. 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. Details of our current policy are on our website at <https://ee.co.uk/help/help-new/terms-and-conditions/home/broadband-network-traffic-management>.

Use of services (things you must not do with the services)

29. 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:
- the services are not used for anything unlawful, immoral or improper;
 - the services are only used with equipment authorised for use with the network and all relevant laws and rules are followed;
 - 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;
 - 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;
 - you give us information we reasonably ask for;
 - all reasonable instructions we give you are followed;
 - you comply with any fair use policy applicable to your use of the services and if you are in breach of that policy, you comply with any reasonable instructions that we issue to you to enable you to remedy that breach and to continue to use the services;
 - without obtaining our prior written consent, you must not operate, whether directly or through a third party, a GSM Gateway, commonly known as a 'SIM box';
 - you must not operate, whether directly or through a third party, any device to route or re-route voice, data or other services on, from or to the network including but not limited to illegal repeaters (a device to boost coverage which is unlicensed and used without our express prior written consent);
 - you must not use the services for any fraudulent or other unlawful purpose, whether you're acting alone or in collusion with anyone else;
 - 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;
 - you, or anyone who uses your Drone SIM card, must not damage the network or put the network at risk, or abuse or threaten our staff; and
 - 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.

Our liability to you

30. We are only liable to you as set out in these terms and conditions. We have no other duty or liability to you.
31. Nothing in these terms and conditions 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.
32. Except as set out in paragraphs 30 and 31, our total liability to you for something we or anyone who works for us does or does not do will be limited to a maximum of £10,000 for all incidents under these terms and conditions.
33. We are not liable for any drone flights you undertake as the drone operator and all safety planning and insurance obligations are your responsibility. We are further not liable for loss or damage you suffer or that you or your drone causes to any third party.
34. 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 the services) or anticipated profits, loss of property or loss of use of property.
35. You must tell us about any claim as soon as reasonably possible.
36. We will not be liable to you if we cannot carry out our duties or provide services because of something beyond our control.

37. We will not be responsible for any harm you suffer from a virus which infiltrates your equipment, whether it was transmitted via the services or otherwise.
38. We will not be responsible for any harm incurred as a result of unauthorised third party use of your equipment and/or the services.
39. If any paragraph that limits our responsibility to you is disallowed or is not effective, the other paragraphs will continue to apply.
45. 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 these terms and conditions in any other way.
46. This agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
47. 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 Ombudsman Services dispute resolution 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. You can find details of our Complaints Code of Practice on our website at www.ee.co.uk.

C. The general terms

This section relates to both the Drone SIM requirements and connectivity services we will provide you with.

40. You need to get our explicit prior consent before you can transfer or try to transfer any of your rights and responsibilities under these terms and conditions. We may transfer any of ours without your permission, provided the level of service you currently experience is not reduced as a result.
41. We may monitor or record any conversations between you and our staff for authentication, security, quality and training purposes.
42. We may send notices to either your postal address, your email address or your Drone SIM card and/or the equipment you use. We may also send you 'over the air' updates to your equipment which may make some minor adjustments to the functionality or display on the equipment. You'll need to accept these changes which may include doing anything reasonable we request. You will not be able to opt out of receiving these notices.
43. You must notify us straightaway about any change in your postal address or email address. 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.
44. Any notices to us must be sent to our registered address at 1 Braham Street, London E1 8EE.
48. If a term or condition of this agreement is not legally effective, the remainder of this agreement shall be effective. We can replace any term or condition that is not legally effective with a term or condition of similar meaning that is.
49. 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.

July 2023