



3 Customer Services
Hutchison 3G Ireland Limited
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Ireland

three.ie

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Designed by Duttons Design, Bristol

This publication is printed on fully recyclable paper.

DD10112401 Jul10



NBS



The small
print.

NBS customers.

In December 2008 **3** was awarded the contract for the National Broadband Scheme (NBS), a government-sponsored project designed to bring broadband to areas of the country where it was previously unavailable.



Ireland's EU Structural Funds
Programmes 2007 - 2013

Co-funded by the Irish Government
and the European Union



EUROPEAN REGIONAL
DEVELOPMENT FUND



Investing in your future

Project co-funded by the Irish Government and the European Union in association with the Department of Communications, Energy and Natural Resources.

The information contained in this booklet covers all the legal aspects of the NBS service.

National Broadband Scheme: Terms and Conditions

General Terms

1. Who's who and what's what

- 1.1 When we say:
- (a) '3', 'we', 'us' or 'our', we mean Hutchison 3G Ireland Limited, trading as '3';
 - (b) 'Customer', 'you' or 'your', we mean you, our customer;
 - (c) 'agreement', or 'Agreement', we mean your agreement with us for the supply of 3 Services as described in Section 2.1;
 - (d) 'Terms' means these National Broadband Scheme Terms and Conditions.
- 1.2 We also have set out in the glossary at the back of this section some useful definitions of words we use in these Terms for 3 Services.

2. About your agreement

- 2.1 Your agreement is made up of these Terms for 3 Services along with the National Broadband Scheme Service Level Agreement as set out on page 17 (the "service level agreement" or "SLA") and the terms and conditions of the applicable Price Plan that applies to your Service. You agree to be bound by any such additional terms and conditions, which shall be deemed to form part of your agreement with us.
- 2.2 Your agreement is personal to you. You have to do what you've contracted to do, unless we write and say you can do something outside the agreement. Unless we give you permission

(acting reasonably), you can't pass your rights or responsibilities to anyone else - even if you give your Device or Equipment to others. It's your responsibility to make sure the SIM, the Device and, where relevant, the Equipment are only used to access 3 Services as permitted in this agreement.

- 2.3 This agreement does not cover:
- (a) any products or services you buy while using 3 Services; or
 - (b) the supply of your Device and, where relevant, the Equipment. The manufacturers of Devices and, where relevant, the Equipment, are not related to us. Any terms relating to Devices or the Equipment will be given to you separately.

3. When your agreement begins

- 3.1 Your agreement starts when we connect you to 3.
- 3.2 Minimum Term - you agree to remain Connected to 3 for that Minimum Term. You have limited rights to end the agreement during the Minimum Term as set out in Section 10.

4. Variations to your agreement or prices

- 4.1 We may vary any of the terms of your agreement, on the basis that we will let you know at least one month in advance if we decide to make any variations to your agreement which are likely to be of detriment to you.

You can end the agreement for such variations as explained in Section 10. Subject to the above, you will not be able to end the agreement if such variation or increase: (i) is due to changes to the law, government regulation or licence which affect us; (ii) if you carry on using 3 Services after the variation commences, you will be deemed to have accepted the variation.

5. What we will provide for you

(a) 3 Device and 3 SIM

- 5.1 We will open an account for you and provide you with a Device and a 3 SIM. We may provide you with a Repeater in addition to a Data Modem or USB where we reasonably determine that a Repeater is required in order to provide the Service to you at your Site in accordance with the SLA. We own the Repeater and reserve the right to recover the Repeater following termination of the Service (including prior to the end of the Minimum Term). If a Repeater is required and we reasonably determine that installation of the Repeater by our personnel at your Site is required, you shall provide 3 and/or its contractors reasonable access to your Site for the purpose of installing, maintaining and removing the Repeater. In all other circumstances you are responsible for installing the Repeater. You agree that we are not responsible for any failure to comply with the SLA to the extent that you do not comply with your obligations under this Section 5.1.
- 5.2 We own each SIM and each SIM remains our property at all times. You are being allowed to use the SIM by us on a limited licence to enable

you to access 3 Services, in accordance with the terms of this agreement. We may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends. You can only use our SIM to obtain Services from us.

- 5.3 Each SIM may only be used in Devices which are enabled for 3 Services and are authorised by us for Connection to the 3 network. Any attempt to use the SIM in other devices may result in serious Damage to the Device and may prevent you from being able to use it. In these instances, we are not responsible for any such damage or usage problems.
- 5.4 Devices which can be used to access 3 Services are locked to our network. The Software in the Device and all intellectual property rights in that Software are owned by the Device manufacturer and you are being allowed to use the Software on a limited licence from the Device manufacturer.
- or
- (b) Satellite Connection Service**
- 5.5 The Service will be provided by means of Equipment that is connected by a RJ45 Ethernet cable to your local network. The network termination point beyond which 3 shall have no liability for the Equipment is the RJ45 Ethernet communications port on the Equipment.
- 5.6 3 owns the Equipment and reserves the right to recover the Equipment following termination of the Service before the end of the Minimum Term.
- 5.7 You shall provide 3 and/or its contractors reasonable access to your Site for the purpose

of installing, maintaining and removing the Equipment. You shall be responsible for obtaining all consents, licenses, permissions and approvals necessary for the installation, maintenance and removal of the Equipment at the Site and shall indemnify 3 against any liability, damages, claims, costs and expenses arising from your failure to do so.

- 5.8 The Equipment may only be used for connection to the 3 Services. Any attempt to use the Equipment for any other purpose may result in serious Damage to the Equipment and may prevent you from being able to use it. In these instances, we are not responsible for any such damage or usage problems.
- 5.9 The Equipment which can be used to access 3 Services is locked to our network. The Software in the Equipment and all intellectual property rights in that Software are owned by the Equipment manufacturer and you are being allowed to use the Software on a limited licence from the Equipment manufacturer.

3 Services

- 5.10 Once you are connected to 3 we will provide you with access to our Services.
- 5.11 You will also be able to upload and send your own content using the 3 Services. You grant us a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the 3 Services. If you choose to use the POP3 polling features in our Messaging Services, you are appointing us as your agent for enabling the POP3 polling Services to be provided to you.

5.12 We may:

- (a) change or withdraw some, or part, of the 3 Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Subject to Section 4 you can end the agreement if this variation is likely to be of detriment to you as explained in Section 10, and
- (b) also determine how 3 Services and the Connection are presented and delivered to the Device, the Equipment or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time. Upon thirty (30) days notice you agree to allow 3 or its contractors reasonable access to your Site for the purposes of replacing the Equipment with a Device and SIM. Any change to the means by which we provide the Service to you shall not materially adversely affect our standard service levels.

Limitation of 3 Services

- 5.13 We will always try to make 3 Services available to you in accordance with the service levels set out in the service level agreement. However, 3 Services are only available within 3's coverage area. For more information about coverage visit our website.
- 5.14 You acknowledge the following technical limits relating to the Service:
- (a) the requirement to position a satellite dish at your Site with a clear view of the southern sky, if there is no such view or the dish is moved it

will be technically impracticable to provide the Service to you;

(b) the Service may affect the performance and/ or speed of other telecommunications and other equipment at the Site;

Disruption to 3 Services

- 5.15 There may be situations when 3 Services are not continuously available or the quality is affected and so we cannot guarantee a continuous fault-free Service.

For instance:

- (a) when we need to perform upgrading, maintenance or other work on the 3 network or 3 Services;
- (b) because of other factors outside our control, such as the features or functionality of your Device or Equipment, regulatory requirements, technical restrictions, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

6. What you will do in return

Secure your Device, PIN, Passwords, SIM and Equipment

- 6.1 As we own the SIM and the Equipment and it remains our property at all times, you must ensure that you keep the SIM and, where relevant, the Equipment safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if required to do so by us at any time, as set out in these terms.

6.2 You must keep all PINs and passwords secure and confidential. You are also responsible for the security of your Device and, where relevant, the Equipment and must ensure that you keep it secure (refer to the Device and, where relevant, the Equipment manufacturer's user guide for details of how to keep your Device and Equipment secure).

6.3 You should immediately change your PIN or password if you become aware that someone is accessing 3 Services on your account without your permission.

Responsible use of 3 Services

- 6.4 You may only use 3 Services:
- (a) as laid out in this agreement (including the User Guide); and (b) for your own personal use. This means you must not resell or commercially exploit any of the 3 Services or content.
- 6.5 You must not use 3 Services or allow anyone else to use 3 Services for illegal or improper uses. For example:
- (a) for fraudulent, criminal or other illegal activity;
- (b) in any way which breaches another person's rights, including copyright or other intellectual property rights;
- (c) to copy, store, modify, publish or distribute 3 Services or their content, except where we give you permission;
- (d) to download, send or upload content of an excessive size, quantity or frequency. We will contact you if your use is excessive;

- (e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with the 3 network, the networks or systems of others or 3 Services;
- (f) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of Software or other content contained in a file that you upload; and
- (g) to use or provide to others any directory or details about 3 customers.

- 6.6 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of your 3 Services and account. You must only use the Device, Equipment and Accessories authorised by us for connection to the 3 network and also comply with all relevant legislation relating to their use.
- 6.7 We may publish an acceptable use policy which provides more detail about the rules for use of certain 3 Services in order to ensure that use of 3 Services is not excessive, to combat fraud and to ensure that 3 Services can be enjoyed by our customers. If we publish a policy, it may be amended from time to time - for instance, if we discover that the 3 Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain 3 Services is causing problems for 3, its systems or for other users or if we introduce new services which may require certain rules to ensure that new services can be enjoyed by our customers - if we do this, you will be able to view it on our website or request a copy from 3 Customer Services.

Paying your Bills

- 6.8 You must pay us all charges for all 3 Services which are accessed using the SIM(s) we supply you or which are accessed using your Device(s) or the Equipment, whether the 3 Services are accessed by you or by another person, with or without your permission. If any of the SIMs or your Device(s) or Equipment are lost or stolen (either separately or with any of your Devices), you remain responsible for all the charges to your account until you tell us what happened and arrange for your SIM(s), Device or where relevant your Equipment to be deactivated.
- 6.9 We will send you a bill on a periodic basis and this will usually be done monthly. However, we reserve the right to change this period (and we would give you at least 14 days' notice of this).
- 6.10 Your bill will normally include your fixed charges for the next period and any administration fees along with charges for your use of the 3 Services in Ireland in the last period. It may also include an amount to repay the cost of your 3-compatible Device or Equipment (depending on the payment scheme you have chosen). Your initial bill may also contain a connection charge. VAT will be added to your bill where appropriate.
- 6.11 You must make your payment by the due date and by one of the payment methods stated on your bill. However, we may also submit an interim bill or require an immediate payment if we think you have exceeded a reasonable limit on your account.
- 6.12 As described in Section 6.9 above, we will send you a bill on a periodic basis, which will usually

be monthly. The bill will state the amount of the charges due from you and the due date by which you must make payment. If you fail to pay your account on time, you will be breaking your agreement and we may suspend or disconnect you. In this case, you will have to pay any outstanding charges. We may set a credit limit on your account until you have established a good payment history with us or if you fail to pay your account on time. We will let you know the applicable credit limit which we may increase or remove without notice. If you exceed the credit limit we set, we may suspend any or all of the 3 Services you use until you have made a payment to your account. You should not use the credit limit for budgeting as the amount you owe is not capped or limited by any credit limit we set.

- 6.13 We may need to take legal or other collection action against you for non- payment of charges. This could mean you have to pay our costs and expenses, including legal costs, with interest added daily.
- 6.14 If you use the 3 Services to buy goods and services from third parties, you are responsible for paying any bill they may send you.
- 6.15 In the event that you do not satisfy 3's normal credit terms, we will hold a Deposit until your bills have been paid in full and by the due date for the initial six consecutive calendar months of provision of the Service. After this period, you may request us in writing to refund your Deposit, which will be credited to your account unless you ask otherwise. If you fail to pay your bills in full by the due date for this period, we

reserve the right, in addition without limitation to our other rights, to set off your Deposit against unpaid bills.

7. Your Rights - Complaints

- 7.1 If you are unhappy about any aspect of our 3 Services, you should contact 3's National Broadband Scheme Customer Service Team. We will investigate any complaint in accordance with our complaints handling policy, after which we will contact you with the results. Our complaints handling policy is detailed in our Code of Practice which is available on our website at three.ie
- 7.2 See Section 13 for information about data protection and privacy complaints.

8. Our Rights - Intellectual Property

- 8.1 All rights, including copyright in 3 Services and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.
- 8.2 The '3' trademark and other related images, logos and names on 3 Services are proprietary marks of our group of companies. We reserve all our rights.

9. Suspension of 3 Services

- 9.1 We may Suspend any or all of the 3 Services you use without notice if:
 - (a) we reasonably believe you have provided us with false or misleading details about yourself as set out in Section 13;

(b) we advise you that your excessive use of 3 Services (as may be defined in accordance with Section 6.7 above) is causing problems for other users, and you are continuing to use 3 Services excessively;

(c) we believe your Device, SIM or Equipment has been lost or stolen;

(d) we reasonably believe that you have used 3 Services or the SIM for illegal or improper purposes in contravention of our responsible use requirements in Section 6 above;

(e) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you are using 3 Services in any of the ways prohibited in Sections 6.5) if this happens, we will deal with the complaint in the manner set out in Section 7;

(f) we are required to suspend your 3 Services by the emergency services or other government authorities;

9.2 In addition to the circumstances set out in Section 9.1, we may also Suspend any or all of the 3 Services you use without notice if you have not paid our charges on time, or have exceeded an acceptable level of credit;

9.3 If your 3 Services are Suspended, we may agree to re-Connect you if you ask us to do so and there may be a re-Connection Charge for this.

10. Ending this agreement and Disconnection of 3 Services

10.1 You may end this agreement in the following ways:

(a) Under the 14-Day Money Back Guarantee. You can end the agreement within 14 days of receipt of your 3 Device, even if you have started to use 3 Services. You must get in touch with 3 Customer Services to arrange Disconnection within those 14 days. We will refund any fixed periodic Charge you may have paid along with any Connection Charges. You will only have to pay charges for the use of 3 Services until Disconnection at the applicable rates set out in your Price Plan. (A Cancellation Fee will not be charged.)

(b) During the Minimum Term. After the 14-Day Money Back Guarantee period has passed, you can end the agreement during your Minimum Term by giving written notice to 3 Customer Services at least 30 days before the date you want to end the agreement. However, you must pay us all the charges you owe, plus any Cancellation Fee for your Price Plan (as set out in the Price Guide).

(c) On 30 days' notice, outside the Minimum Term. You can end the agreement at the end of your Minimum Term or any time after your Minimum Term has expired, provided you give written notice to 3 Customer Services at least 30 days before the date you want to end the agreement. (A Cancellation Fee will not be charged.)

(d) Within one month of a detrimental variation to your agreement. You can end the agreement within one month of us telling you about a variation to your agreement (which includes your Price Plan) which is likely to be of detriment to you. You must give written

notice to 3 Customer Services within that month and your agreement will finish at the end of the month, once we receive your notice. (A Cancellation Fee will not be charged.)

10.2 We may end this agreement in the following ways:

(a) On 30 days' notice, outside the Minimum Term.

If the Minimum Term has expired, we can end this agreement by giving at least 30 days' notice of ending the agreement.

(b) Because of your conduct. In the following cases, we may end your agreement immediately and you have to pay all the charges you owe up until we Disconnect you: (i) if we have the right to Suspend your 3 Services on any of the grounds in Section 9 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified; (ii) if we believe that your communications with 3 Customer Services or any of our retailers or agents, or your use of our 3 Services, are jeopardising the operation of the network, or are of an unacceptable nature; (iii) if we reasonably believe you will not be able to pay your bill. This could result from a failure to pass one of our credit assessments; or (iv) in the event of your bankruptcy, insolvency or death.

(c) No network access or 3 Services. We may end your agreement if we no longer have access to other operators' networks which we need to provide 3 Services, or if we are no longer able to provide 3 Services due to factors beyond our control or because we cease business.

10.3 Once you are Connected to 3, you can only end this agreement in the ways set out in Section 10. However, if you are a consumer, any statutory rights which you may have, which cannot be excluded or limited, will not be affected by this section. For more information on your statutory rights, contact the National Consumer Agency.

11. Effect of this agreement ending

11.1 If this agreement ends, we will close your account and Disconnect you and you will not be able to use 3 Services or make emergency calls.

11.2 You must immediately pay all charges you owe up to the date the agreement ends. If we end the agreement due to your conduct or if you end your agreement within the Minimum Term, the charges will include a Cancellation Fee.

11.3 If your agreement is ended by either you or 3 (including prior to expiry of the Minimum Term), 3 will be entitled to recover the Repeater or Equipment from your Site. If the agreement is ended by you prior to the Minimum Term then you will be charged the monthly Charge for the months remaining on your contract.

12. Liability

Limits on our liability

12.1 All of our obligations to you relating to 3 Services are set out in your agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.

12.2 Except as set out in 12.3:

(a) all other terms, conditions and warranties relating to 3 Services are excluded;

(b) our entire liability to you for something we do or don't do will be limited to € 3,000 (including any service rebates payable to you under the service level agreement) for one claim or a series of related claims; and

(c) we are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of 3 Services.

(d) We are not liable for any inaccuracies or typographical errors in any of the information, Software, products and services (and related graphics) included in or available through the 3 website and the Service.

(e) We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.

- 12.3 Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you are a consumer, the terms of this agreement will not affect any of your statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact the National Consumer Agency.

Your liability to 3

- 12.4 You will indemnify 3 and any network suppliers it uses or interconnects with to provide the Service against actual or potential claims or legal proceedings against 3 or its network suppliers by a third party because of the use of the Service and/or, where relevant, the Equipment in breach of these terms and conditions.

Services - Areas where we have no responsibility

- 12.5 We will try to ensure the accuracy, quality and timely delivery of 3 Services. However:

(a) notwithstanding the terms of our service level agreement, we accept no responsibility for any use of, or reliance on, 3 Services or their content, or for any disruptions to, or any failures or delays in, 3 Services. This includes, without limitation, any alert Services or your failure to install and update any virus detection services or other security software designed to protect against unauthorised access or damage to your Device, Equipment or use of the 3 Services; and

(b) subject to Section 12.3 we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of 3 Services or their content. They are provided to you on an 'as is' basis; and

(c) we are not providing you with advice of any kind (including without limitation investment or medical advice). Where 3 Services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements

- 12.6 We will not be liable:

(a) for any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or

(b) if we cannot carry out our duties, or provide 3 Services, because of something beyond our control.

Others' content and Services - Areas where we have no responsibility.

- 12.7 You may be able to use 3 Services:

(a) to upload, email or transmit content using 3 Services; and

(b) to access content which is branded or provided by others and to acquire goods and Services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or Services. We are not responsible or liable in any way for, and do not endorse, any of this content, goods or Services.

- 12.8 This Section 12 will apply even after this agreement has ended.

13. Privacy Notice and Your Information

- 13.1 We will only use your personal information in accordance with this notice and applicable Irish data protection and privacy legislation. Please read all of this notice and feel free to contact us at the address below with any questions.

- 13.2 Whenever you provide us with personal information about yourself you agree that it will be true, complete and accurate. You must tell us if this information changes.

- 13.3 If you provide us with information about another individual or register a Device or Equipment in the name of another individual you must have their agreement to do so or be acting with legal authority.

- 13.4 If we reasonably believe that you have supplied us with false or inaccurate information, or if we

suspect fraud, we may delay your Connection or suspend your access to 3 Services until an investigation has been completed to our satisfaction.

- 13.5 'Your Information'

(a) By 'Your Information' we mean information that you give us or that we obtain about you as a result of any application or registration for, and use of 3 services. It may include your name, current and previous address(es), date of birth, telephone and fax numbers, gender, email address, employment and lifestyle information, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies, marketing organisations and those who provide services to us.

(b) While you are a customer of 3, we will also acquire and process information about your use of 3 Services, including Location Data, your communications data, your mobile telephone number, the unique code identifying your Device and SIM, and your account information including contact history notes.

(c) Some of the information we collect about you may be classified as 'sensitive' (such as visual or hearing impairments) and we will ask your permission if we wish to use or share this information.

- 13.6 Use of Your Information

We may process Your Information for a number of purposes including:

(a) Credit Referencing, Identity Checks and Fraud Prevention

(i) We will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register, to help us to decide whether to accept your application or future applications, and to verify your identity. The agency will record details of our search and your application whether you are accepted or not. We will use a combination of credit scoring and/or automated decision making systems when assessing your application.

This information may be used for debt tracing.

(ii) We will also disclose details of your agreement with us, the payments you make under it, account balances and information about any default, dispute, and debts to credit reference agencies. We will also disclose details of any change of address reported to us or of which we become aware. Credit searches and the information supplied by us and held by credit reference agencies is used by us and other organisations to help make decisions about other credit applications by you or other members of your household with whom you are linked financially to trace debtors, recover debts, to prevent and detect fraud and to manage your account. (iii) We may also check and share your details with Fraud Prevention agencies who will record details of any false or inaccurate information provided by you or where we suspect fraud. Records held by fraud prevention agencies will also be used by other organisations to help them prevent fraud against you and

other organisations who make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household and to help prevent money laundering where applicable.

Those fraud prevention agencies may disclose information to law enforcement agencies where requested and necessary for the investigation of crime. (iv) We may also use and share your details for the collection of any debts owed on your account. This may include the use of debt collection agencies to collect debts on our behalf or may include the assignment of debts to a third party company. The assignment of debts will involve the sale of your account information to a third party company - this information may include your name, address and contact data, year of birth, debts owed, payment history and other information necessary to help recover the debt. (v) We may also pass and share information to other communications service providers for the detection and prevention of theft and fraud. You can ask us at any time for details of the credit reference and fraud prevention agencies to whom we disclose and obtain information about you.

(b) Account and Service Management

(i) to process applications, registrations or orders made by you, to create and administer accounts, to calculate and charge for 3 Services, to produce any necessary invoices or billing statements, and to provide customer services including the management of any complaints or queries; (ii) to supply any products, services or information requested by you and/or which we may provide;

(iii) for traffic and billing management; (iv) to update your Device or, where relevant, your Equipment remotely 'over the air' with Software updates and to investigate and resolve any Service related queries made by you; We may monitor and record calls from you and 3's National Broadband Scheme Customer Services for training and quality purposes;

(c) Marketing and keeping you informed

(i) to carry out analysis of your information, in order to develop our relationship with you, to develop and personalise 3 Services and to present and deliver these to your Device or, where relevant, your Equipment. (ii) to keep you informed about 3's services, developments, pricing tariffs, special offers, and any discounts or awards which we believe may be of personal interest to you, or which you may be entitled to. We may keep you up to date directly by post. You can contact us at any time to ask us not to use your location or 'communications data' for marketing purposes or if you would prefer not to receive direct marketing information or simply to update your preferences by writing to or calling 3's National Broadband Scheme Customer Services, by sending an email to ie@3mail.com (iii) we may tell you about the products and special promotions of carefully selected partners (subject to your preferences) and allow you to receive advertising and marketing information from them but without passing control of your information to the third party concerned. You can update your preferences at any time as described above; (iv) to carry out market research;

(d) to carry out activities necessary to the running of our business, including system testing, network monitoring, staff training, quality control and any legal proceedings;

(e) to carry out any activities or disclosures to comply with any regulatory, government or legal requirement;

(f) we may share your information with other members of our group of companies, and with our, or their, partners, associates, agents and contractors who provide services to us, and for the purposes of pursuing our legitimate interests, including people who are interested in buying our business. These may include people and companies outside the European Economic Area (the 'EEA') which consists of the European Union Member States together with Iceland, Liechtenstein and Norway;

(g) we may also use data processors - some of whom may be based outside the EEA - to process data on our behalf and who provide specific services to us and our group of companies. Certain services may be provided by group companies in India. If we do this, we will ensure that your information is processed to the same standards adopted by us;

(h) we may retain your information for as long as is necessary for the purposes detailed in this notice and until charges for services cannot be lawfully challenged and legal proceedings may no longer be pursued. Generally, we will keep your communications data for up to one year. Your account information will be kept after your

relationship with 3 ends to comply with legal and regulatory obligations; and

(i) we may retain your communication data for 3 years to comply with State requirements.

- 13.7 You must keep any passwords and PIN numbers relating to your 3 account and 3 Services safe and secure. You must not share them with anyone else. If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately and ask us to change them. This is your responsibility.
- 13.8 You have the right to obtain a copy of personal data which we may hold about you. Please write to the Data Protection and Privacy Officer, Hutchison 3G Ireland Limited, 6-10 Suffolk Street, Dublin 2. Alternatively, email: privacy@3ireland.ie. We may ask you to provide proof of your identity and residence and may charge € 6.35 to cover our administrative costs of supplying any data.
- 13.9 If you have any questions about this notice or the way in which your information is processed, please contact the Data Protection and Privacy Officer, by writing or sending an email to the above addresses.
- 13.10 If we change this notice we will post the amended version on our website so you always know how we will collect, use and disclose your information. See three.ie.

14. Notices

- 14.1 Our website is a great source of information that you may find useful when using our services

- it is the most up to date source of information about 3 and its services. You may find it useful to refer to when using our services.

- 14.2 If we need to send any notices under this agreement to you, we will do this by communicating them to you via post, using your most recent contact details given to us.

15. Other terms

- 15.1 This agreement is governed by Irish law. Each of us agrees to only bring legal actions about this agreement in an Irish court.
- 15.2 If you, or we, delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us, from taking action later.
- 15.3 If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- 15.4 We may assign or transfer our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement.
- 15.5 You confirm that you have full contractual capacity to agree to the agreement and are able to pay the charges.
- 15.6 Our registered number is 316982 (Ireland) and our registered office is at Hutchison 3G Ireland Ltd., 6-10 Suffolk Street, Dublin 2.

Glossary for Terms of 3 Services

3 National Broadband Scheme Customer

Services: our service team who are available to help you with your queries. They can be contacted by calling 1913 (free of charge from any Irish mobile or landline number) or 083 3333 333 from any phone (charged at applicable network rates) or by email to: nbssupport@three.ie or by post to 3 Customer Services, Hutchison 3G Ireland Ltd, PO Box 333, Dublin 2, Ireland.

Accessories: any battery, battery charger, stylus, device case, portable handsfree, SIM or consumable item (items which are regularly replaced) or any other item authorised by us that may facilitate the use of your Device or Equipment.

Cancellation Fee: means a fee charged if we end the agreement due to your conduct or if you end your agreement within the Minimum Term. This fee will be set out in your Price Guide and may cover (without limitation) your fixed periodic charges for the Minimum Term, our administrative costs, costs relating to the removal of the Equipment or Device, costs incurred by us in Connecting and Disconnecting the 3 Services and our payments to operators, network providers, stores or agents.

Charges: charges for access to, and use of, 3 Services laid out in the Price Plan. These charges may cover (without limitation) fixed periodic charges, usage charges, charges in relation to the Equipment, account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments from you. If you are a customer and choose not to pay by direct debit, you will incur an administration charge as laid out in the Price Guide on three.ie

Connection: means the procedure by which we give you access to 3 Services. 'Connect', 'Connecting', and 're-Connection' have corresponding meanings.

Damage: any accidental, sudden and unforeseen damage to the Device or the Equipment caused by external means which affects the operational functioning of the Device or Equipment.

DataModem or USB: a data card or data modem which is authorised by us for Connection to the 3 network.

Deposit: the amount detailed in the Price Guide payable by applicants for 3's Service who do not satisfy 3's normal credit terms.

Device: the device (including a DataModem and a Repeater) or mobile device that is authorised by us for Connection to the 3 network, which is used to access 3 Services, excluding all Accessories.

Device Box: the package delivered to you containing either the Device and SIM or the Equipment, Terms for 3 Services, the terms for Care3 and anything else required to be delivered to you with your Device or Equipment.

Disconnection: the procedure by which we stop your access to 3 Services. 'Disconnected' and 'Disconnecting' have corresponding meanings.

Equipment: means the satellite system, as defined from time to time by 3 installed on your Site by 3 for provision of the Service to you via satellite.

List of Services: our descriptions of current 3 Services. These may be amended from time to time, and can be viewed on our website or requested from 3 Customer Services.

Location Data: data indicating the geographical location of your Device when using 3 Services or when your Device is switched on.

Minimum Term: the minimum fixed term for the supply of 3 Services, (which shall be for a period no shorter than 12 months, but may be longer) as laid out in your Price Plan.

Price Guide: the document that sets out the Price Plans, our current charges and related details (including any Minimum Term and payment commitments). This document can be viewed at three.ie

Price Plan: our current price plans are set out in the Price Guide as well as any other price plans we may introduce in the future. There may be more than one price plan offered to you and if so, you will be required to select one before you are Connected to 3.

Repeater: means the device that is authorised by us for use by you to enhance the Connection at the Site.

Service: means an Internet Protocol (IP) based internet connectivity service provided to you by 3 connecting you to the Internet via 3's network whether by way of Device and 3 SIM or by the Equipment or otherwise, and including any such additional services as may be subscribed to by you.

SIM: a card which contains your 3 mobile number and enables you to access 3 Services.

Site: means the location where the Equipment or a Repeater is installed.

Software: means the software supplied to you by 3 in connection with the Service;

Suspension: the procedure by which we temporarily Disconnect your access to the 3 Services. 'Suspended' has a corresponding meaning.

User Guide: our guide which provides an outline of how to use 3 Services. The guide may be amended from time to time, and can be viewed at three.ie or requested from 3 Customer Services. There may be more than one User Guide – 3 Services on different Devices.

Warranty Period: the manufacturer's warranty period of 12 months. Further details of the manufacturer's warranty can be found in the materials in your Device Box.

Third Party: means a person other than 3 or you;

National Broadband Scheme Service Level Agreement

This Service Level Agreement ("SLA") is between Hutchison 3G Ireland Limited ("3") and the Customer of 3's Services sold under the National Broadband Scheme ("the National Broadband Scheme").

3 and the Customer have agreed to enter into a Customer Agreement for the supply of Services by 3 to the Customer.

This SLA is intended to identify and define service and support levels provided to the Customer by 3.

Capitalised words and terms in this SLA shall have the meaning given to them in the National Broadband Scheme Terms and Conditions unless specifically defined in this SLA, including at paragraph 5 of this SLA (Definitions).

This SLA will be valid for the duration of the Customer Agreement.

1. Broadband Service Overview

The Services are broadband services to be supplied by 3, under the terms of the Customer Agreement enabling Customers to access the internet

2. Services Summary of Commitments

2.1 Service Availability

Target Service Availability for the Services is 98.5% over a calendar year. Service Availability of 98.5% equates to 131.49 hours or approximately 5.47 days downtime during a calendar year.

2.2 Service Performance

Table 1 sets out the minimum specification Service that applies to 3's Customers availing of the Services by means of a Device. Table 2 sets out the minimum specification Service that will apply to 3's Customers availing of the Services by means of the Equipment (satellite), and in each case against which Service Performance is measured.

Table 1

Minimum Service provided by a Device		
1	Minimum download speed - minimum speed in Mbps that files are downloaded by a Customer from the Internet at 3's ISP.	1.6 Mbps
2	Maximum contention ratio - maximum number of Customers that may be sharing the Service at any one time.	22:1
3	Minimum upload speed - minimum speed in which files are uploaded by a Customer to the Internet at 3's ISP.	1.2 Mbps
4	Always On [Yes / No]	Yes
5	Minimum Data Cap (Uncharged)	25GB - Data Cap (Uncharged) 20GB download, 5GB upload
6	Latency - The maximum round trip delay of a packet (ms) from the Customer to the Internet and back.	~100ms

Table 2

Minimum Service provided by Equipment (Satellite)		Service Standards
1	Minimum download speed - minimum speed in Mbps that files are downloaded by a Customer from the Internet at the 3's ISP.	1 Mbps
2	Maximum contention ratio - maximum number of Customers that may be sharing the Service at any one time.	48:1
3	Minimum upload speed - minimum speed in which files are uploaded by a Customer to the Internet at ISP.	128Kbps
4	Always On [Yes / No]	Yes
5	Minimum Data Cap (Uncharged)	11GB - Data Cap (Uncharged) 10GB download, 1GB upload
6	Latency - The maximum round trip delay of a packet (ms) from the Customer to the Internet and back.	< 800ms

2.3 Order and Installations

Outlined in Table 3 is 3's Order Acceptance, Installation and Total Order Delivery times.

Table 3

Provisioning Method	Maximum Order Acceptance Time	Maximum Installation Time	Total Order Delivery Time
Self-install Product (USB/DataModem or Repeater)	1 Working Day	2 Working ¹ Days	3 Working Days
3 Install Product (Repeater)	1 Working Day	10 Working Days	11 Working Days
3 install (Satellite)	5 Working Days	10 Working Days	15 Working Days

¹The maximum Installation Time and Total Order Delivery Time is subject to the customer installing the Self-install Product and activating the Services

2.4 Fault Restoration Times

Target Response time for Service Affecting Fault is 8 business hours

Target Fault Restoration Time is 5 Working Days from the earlier of (i) date of notification of the fault by Customer to 3 or (ii) the date the fault is discovered by 3.

Outlined in Table 4 is 3's target Fault Restoration Times

Table 4

3's Generic Problem Description	Target Restoration Time
Service Affecting Fault	5 Working Days
Non Service Affecting	5 Working Days

2.5 Customer Care and Technical Support

Outlined in Table 5 is 3's customer care and technical support hours of operation.

Table 5

Team	Hours of Operation	Days available
Customer Care support - specific Contact Number 1913 (free from any Irish mobile or landline)	24 X 7	365 days a year
Technical Support - specific Contact Number 1913 (free from any Irish mobile or landline)	8am-12am, outside of these hours calls route to Customer Care Agents	365 days a year
Customer service engineers (Scheduled by means of appointment made with Technical Support)	8am-8pm	Monday-Sunday excluding Public Holidays

- 2.6 3 Commits to providing a high standard of customer care based on timely responses to Customer inquiries. We will endeavour to ensure that we respond to 90% of all emails received from our Customers within 24 hours of receipt. We will endeavour to ensure that 80% of Customer calls to the numbers set out in Table 5 are answered within 20 seconds. We will also endeavour to ensure that less than 5% of our Customers abandon their call. We will publish our performance against these targets on a quarterly basis on our website - three.ie/nbs.

3. Service Rebates

Service Rebates for failure to meet commitments outlined in Tables 1 to 4 (inclusive) of paragraph 2 of this SLA will be assessed by 3 on a quarterly basis and, if applicable, automatically paid within 60 Working Days, to the affected Customer in the form of a Service Rebate against their installation or fixed monthly Charge, as outlined in Table 6 - Service Rebates.

Table 6

Services measured	Rebate %
Service Performance - Minimum specification as per Table 1 or Table 2 (as applicable)	25% of the associated monthly fixed Service Charge
Service Availability 98.5% Calendar year	50% of the associated fixed monthly Service charge shall apply for each quarter in which the Service Availability is less than the target level
Installation Time (Number of Working Days beyond target time outlined in Table 3)	Rebate of associated Connection Charge
1 to 5	10%
6 to 10	20%
11 to 15	40%
16 to 20	60%
21 to 25	80%
> 25	100%
Service Fault Restoration (number of Working Days beyond Fault Restoration Time outlined in Table 4)	Rebate of associated fixed monthly Service Charge
Less than 1	5%
Between 1 and 2	10%
Between 2 and 3	15%
More than 3	20%

4. Exclusions from Rebates

The calculations to determine Service Rebates will exclude the following circumstances.

- A Force Majeure event
- A Customer not present at Customer Site at agreed time or unable to accept a proposed appointment when scheduled at a reasonable time of day
- Problems or faults caused by a Customer's equipment
- Problems or faults caused by demonstrated Customer misuse of Device, Equipment or Service

5. Definitions

3 Install Product (Repeater)

Means a Repeater that is installed by 3, as determined by 3 in its sole discretion, at the Customer's Site.

3 Install Product (Satellite)

Means Equipment (satellite) that is installed by 3 at the Customer's Site.

Connection Charge

Means the once-off charge payable by the Customer for connection to the Service.

Customer

Means a Customer who has entered into a contract with 3 for the supply by 3 of Services upon the terms of the National Broadband Scheme Terms and Conditions.

Customer Agreement

Means the "Agreement" as defined in National Broadband Scheme Terms and Conditions. It is for a Minimum Term of 12 months and thereafter until the Customer or 3 agrees to terminate the Agreement in accordance with its terms.

Customer Care

Means the primary interface for 3 for logging faults, providing updates to Customer, and notifying Customer that issue has been resolved and/or the Service is restored.

Exclusions from Rebates

Means 3 are excluded from paying Service Rebates to Customers due to events or circumstances described in paragraph 4 of this SLA.

Fault Restoration Times

Means the time when the Service is restored and 3 notifies Customer that the Service has been restored or Customer notifies 3 that the Service has been restored, and is measured from earlier of (i) date of notification of the fault by Customer to 3 or (ii) the date the fault is discovered by 3.

Installation Time

Means the length of time, measured in Working Days, it takes 3 to complete the installation of Service and/or delivery of the Device/Equipment (where applicable) after Order Acceptance

Non Service Affecting

Means an issue that does not affect the availability or performance of the Service, but does affect a facility or function associated with the provision of the Service, eg billing.

Order Acceptance

Means the confirmation by 3 to the Customer that their order request has been successful and a Service will be provided.

Services

Means the broadband services from 3 that the Customer has agreed to procure from 3 under the Agreement, enabling Customers to access the internet

Self-Install Product

Means a USB/DataModem and/or Repeater that is installed by the Customer.

Service Affecting Fault

Means a total Service outage; i.e. non-availability and loss of performance, i.e. performance falls below minimum Service Performance set out in Table 1 (if Customer is receiving the Service by means of a Device) or Table 2 (if Customer is receiving the Service by means of Equipment (satellite)).

Service Availability

Means availability of the Service at the Customer's Site and shall be calculated as follows:

Service availability (%) = $100 \times \frac{\text{Total Service Time} - \text{Fix (Restoration) Time}}{\text{Total Service Time}}$

Total Service Time is the total time available in a rolling calendar year. Therefore a typical calendar year equates to: 365 days x 24 hours = 8,766 hours (allowing 6 additional hours in each year to cater for leap years)

Service Charge

Means the fixed monthly charge payable by the Customer for the Services.

Service Performance

Means the performance of the Service measured against minimum download speed, maximum contention ratio, minimum upload speed, minimum data cap and latency and conditional latency as set out in Table 1 or Table 2 (as applicable).

Service Rebates

Means those rebates available to affected Customers in the circumstances and as described in paragraph 3 and Table 6 of this SLA.

SLA

Means the level of the Service which 3 is committed to providing to its Customers.

Technical Support

Means the primary interface for 3 for logging technical faults, providing updates to Customer, and notifying Customer that issue has been resolved and/or the Service is restored.

Total Order Delivery Time

Means the length of time, measured in Working Days, it takes 3 to supply the Service (eg 1 Working Day to accept the Customer's order plus 2 Working Days to complete supply of the Service/Data Modem).

Working Day

Means a day other than a Saturday or Sunday in Ireland on which banks are generally open for business in Dublin (excluding 24-hour electronic and telephone banking).

Notes:

