Three Business Single Line Plans ("Price Plans") effective 28th May 2017

- 1. These Price Plan rules are in addition to the General Terms for Services and any other terms provided to you. Please note that your agreement to the Price Plans may be provided in writing or recorded during a telephone or online sales process.
- 2. In the event of any conflict these terms shall prevail. Capitalised terms in these Terms have the same meaning as used in the General terms of Service, unless specifically defined in these Terms.
- 3. Your Price Plan includes a per billing cycle Allowance (of minutes/text messages and data to varying amounts). If you exceed any part of your Allowance or you use a service which is not included in your Allowance, you agree to pay additional amounts on top of your monthly recurring charge.
- 4. A 24 month minimum term applies to each of Three Business Essential, Three Business Extra, Three Business Ultra and Three Business Max. Three Business SIMO, Three Business Essential SIMO Promo and Three Business Max SIM each has a 30 day minimum term.
- 5. Your inclusive allowance for voice minutes can be used for calls made in Ireland to Irish mobile or landline numbers and calls made in the EU to Irish or EU landline or mobile numbers. Roaming calls outside the EU and calls to international numbers (excluding the inclusive minutes and texts on Three Business Max) premium rate numbers, directory enquiries and all other call types including non-geographic numbers are charged at rates as set out on our website at <u>www.three.ie/business</u>
- 6. The authorised account contact who has the authority to act for the customer acknowledges that the customer is liable to pay all charges incurred on their account where an account subscriber requests an Add-on.
- For the avoidance of doubt your data allowance for use in the EU under your plan, will not be counted towards the data roaming spend cap provided for under the EU Roaming Regulations.
- 8. Your Price Plan comes with the All you Can Eat Data service in the Republic of Ireland. The EU fair use policy is applied in respect of the All you Can Eat Data service and your EU Roaming Allowance is calculated in accordance with the EU fair use policy at http://www.three.ie/web/legal/consumer

For plan allowances and the surcharge which applies if you exceed your roaming fair usage limit, please see the Price Guide at http://www.three.ie/web/legal/older-terms-and-pricing/

For full terms of the All you Can Eat Data service please see http://www.three.ie/web/legal/business/

- 9. You acknowledge that data speeds vary and depend on factors such as device capabilities, location and network congestion.
- 10. If you do not use up your Allowance in a billing cycle, you lose the unused portion of your Allowance and it does not roll over to the next billing cycle and no refund or credit is applied for any unused portion of the Allowance.

- 11. You can only move to another Price Plan within your Minimum Term on such terms as agreed by Three.
- 12. Call and text usage will be applied in the following manner:
 - i. Three to Three minutes (where applicable with your price Plan)
 - ii. Price plan Allowance
 - iii. Purchased Add-ons
 - iv. Out of bundle rates

13. Data usage will be applied in the following manner:

- i. Price plan inclusive data
- ii. Purchased Add Ons
- iii. Out of bundle rates
- 14. Where your Price Plan has an unlimited element this is for domestic use only, unless otherwise stated and it is subject to a fair usage allowance of 10,000 minutes and/or texts per month.
- 15. Where your Plan includes All you can eat Data and your data usage exceeds 60GB in a billing cycle and your usage affects other network users, we reserve the right to limit your service. Three continuously monitors network performance to ensure that the service received by customers is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long periods). Tethering or use of your handset as, or the SIM in conjunction with, a modem is not allowed.
- 16. Three Services are available for use with your Three SIM Card in an approved handset only. Tethering or use of the Three handset as, or the SIM in conjunction with, a modem is not allowed and may result in your access to Three Services being disabled.
- 17. It is your responsibility to ensure that your SIM is compatible with the handset intended for use. Certain SIM cards will not support 4G. If your handset is not a 4G compatible handset, it will not support 4G access. For further details log onto www.three.ie/business/4G
- 18. Inclusive voice minutes apply to calls to Irish mobile numbers, Irish landline numbers and voicemail while in the Republic of Ireland and calls made while roaming in the EU to other EU numbers and back to Republic of Ireland. This feature is subject to the fair use policy. All calls while roaming outside of the EU and international calls are charged calls (excluding any inclusive international allowances on Three Business Extra, Three Business Ultra, Three Business Max SIM, Three Business Max Price Plans). In addition, calls to international numbers, premium rate numbers, directory enquiries and all other call types (for example 1890, 1850, 0818 etc) are charged calls.
- 19. Inclusive text messages apply to texts sent to Irish mobile numbers and Irish landline numbers while in the Republic of Ireland only and calls made while roaming in the EU

to other EU numbers and back to Republic of Ireland. This feature is subject to the fair use policy. All texts sent whilst roaming outside the EU and international texts are charged (excluding any inclusive EU roaming or international allowances on Three Business Extra, Three Business Ultra, Three Business Max SIM, Three Business Max.)

In addition, texts to premium rate numbers, directory enquiries numbers, MMS and other texts are charged.

- 20. Three Business Single Line plan data allowances are suitable for use while you are in the Republic of Ireland and EU only and data usage while roaming outside the EU is charged. See www.three.ie/business for charges for data usage in excess of your allowance.
- 21. EU Roaming is available on Three Business Essential, Three Business Extra, Three Business Ultra, Three Business SIMO, Three Business Essential SIMO Promo, Three Business Max SIMO Price Plans. Inclusive minutes can be used, when roaming in the EU to make calls to Irish or EU mobiles and landlines and to make calls to voicemail. Where there is a roaming voice allowance in your plan (as described above), this allowance may be used for calls made and received when roaming in the EU. This feature is subject to the fair use policy, see Fair use policy Terms and Conditions. Inclusive texts can be used, when roaming in the EU, for sending texts to Irish and EU mobiles.

All other EU roaming usage such as calls/texts to international mobiles and landlines outside the EU, premium rate usage, directory enquiries and all other usage types (for example nongeographic calls) are charged on the Price Plans. All roaming outside the EU is charged. The standard rates for EU roaming apply when price plan allowances are used See <u>www.three.ie/business</u> for up to date roaming rates. Three will endeavour to ensure all roaming records are captured at time of billing however there is a dependency on third parties to provide roaming usage details in a timely manner.

- 22. Calls and texts to the UK: If you are on Three Business Extra then 250 minutes and texts from Ireland to UK mobiles and landlines are included in your price plan.
- 23. International Worldwide Allowances on Three Business Ultra, Three Business Max SIMO and Three Business Max are for calls to international mobiles and landlines and texts to international mobiles. All calls to other numbers including satellite and special numbers are excluded. You should request for any barring of international services to be lifted from your account if you wish to use this feature. Standard credit management procedures will apply. A minimum one minute is used for any International call. The standards rates for international calls and text apply when Price Plan allowances are used.
- 24. If you do not comply with a direction from Three to stop or change the nature of your Three service use, Three may suspend, modify or restrict your use of the services or terminate your access to the network.
- 25. The Three Price Plan cannot be used in conjunction with any device connected to a PBX, such as a mobile line device, mobile gateways and SIM Boxes and Three reserves the right to terminate the Service without notice where it appears to Three that any customer uses, or has used, the Service in this or in any related mobile.

The Three Text feature cannot be used in conjunction with any device connected to a PC for the purposes of sending or receiving large volumes of text messages, or

through desktop text applications and Three reserves the right to terminate the Service without notice where it appears to Three that any customer uses, or has used, the Service in this or in any related manner.