

## Three Mobile Solo Price Plans & Price Plan Rules

This Three Mobile Solo Price Plans and the Price Plan Rules are in addition to the General Terms for Services and any other terms provided to you as part of the authorisation process completed by you to approve registration and provision of services. Please read the Price Plan and Price Plan Rules carefully.

### Price Plan

The details on pricing for Three Mobile Solo, Solo Light and Three Mobile Solo with Data Price

Plans are as published on <http://www.three.ie/web/legal/older-terms-and-pricing/>

### Price Plan Rules

- The Price Plans are available to new and existing Three business customers and are subject to status, upgrade eligibility and credit check. A 12 month Minimum Term contract applies. The Minimum term is dependent on device purchased. Customers availing of the Price Plan without device purchase will be subject to a 12 month Minimum Term contract. Your agreement may be provided in writing or recorded during a telephone or online sales process.
- **PLEASE NOTE:** If you cancel your Price Plan within the Minimum Term of the contract then you will be required to pay Three a termination charge equal to €50 per month per mobile number (ex VAT) for the unexpired remainder of the Minimum Term for each relevant mobile number.
- Summary billing is the default option for all customers. Should you wish to remove summary billing or receive an itemised copy of any bill you can do so by contacting your account manager or Three Customer Care.
- The Three Mobile Solo, Solo Light and Three Mobile Solo with data Price Plans include calls to Three mobiles. Three to Three calls are for calls made to Three Ireland mobile numbers and voicemail whilst calling from the Republic of Ireland to the Republic of Ireland only. The Fair Use Policy outlined below applies. See <http://www.three.ie/web/legal/older-terms-and-pricing/> for details of charges for calls to other Irish mobiles and Irish landlines.
- Calls while roaming, calls to international numbers, premium rate numbers, directory enquiries and all other call types (for example 1890, 1850 calls) are charged at standard rates as published on <http://www.three.ie/web/legal/older-terms-and-pricing/>
  
- Texts to Irish mobiles are charged on Three Mobile Solo Light. See <http://www.three.ie/web/legal/older-terms-and-pricing/> for charging details.
- The Three Mobile Solo with data Price Plan includes texts to Irish Mobiles and landlines whilst in the Republic of Ireland and EU. The fair use policy outlined below applies. See <http://www.three.ie/web/legal/older-terms-and-pricing/> for details of charges for other texts such as other roaming, premium rate, international texts and MMS.
- The Three Mobile Solo with Data Price Plan includes 350MB of data which is suitable for use while you are in the Republic of Ireland and EU only and excludes data usage while roaming outside the EU. See <http://www.three.ie/web/legal/older-terms-and-pricing/> for charges.
- The Price Plans include calls to up to 10 of your company standard Irish landline numbers which are nominated on the account. This excludes premium rate, 1850, 1890 numbers etc. The 10 company landlines are nominated by the authorised account contact and the numbers selected are applicable to all users on the account. The Fair Use Policy outlined below applies.
- Unless otherwise stated, call prices exclude VAT, are quoted per minute. Each call is charged excluding VAT and then rounded-up to the nearest cent.

## **Fair Use Policy**

Three operates a Fair Use Policy for the Three Mobile Solo Light and Three Mobile Solo with data Price Plans (the "Service"). It is important to Three that all eligible customers are able to access our services. Accordingly, we have devised a Fair Use Policy which applies to the Services. Three may rely on this Fair Use Policy threshold where your usage of the Service is excessive or unreasonable as detailed in this Fair Use Policy. Three has developed a threshold for the Service by reference to average customer profiles and estimated customer usage of the Service (particularly the estimated volume and length of voice calls and texts likely be made by users). The threshold is regularly reviewed against average customer usage and is currently set at 5,000 minutes and 5,000 texts (on the Three Mobile Solo with data Price Plan) per billing period.

If Three are of the opinion that your usage of the Service materially exceeds the thresholds over any month Three may contact you to advise you that your usage is in breach of this Fair Use Policy. If the excessive usage continues to exceed the threshold after receiving a request to stop from or alter the nature of the use or if for any reason Three reasonably suspects that you are not acting in accordance with this Fair Use Policy, Three reserves the right to impose further charges or transfer you to a Price Plan which does not include these features or to suspend, at its absolute discretion, modify or restrict use of the Service or to withdraw access to the Service.

The Service must not be used under any circumstances (1) in conjunction with any SIM gateways, GSM gateways or any similar device that is use to route (or re-route) voice, text or other service on, from or to the network, or which diverts / transfers calls to multiple mobile numbers or (2) with any device for the purpose of sending or receiving large volumes of text messages, or (3) to sell, attempt to sell or otherwise provide commercial services to any third party or, (4) to provide any telecommunications services to any third party whether by way of trade or otherwise, or (5) in any other manner that has a negative impact on the network for other Three customers. Three reserves the right to terminate your access to the network without notice where it appears to Three that any customer is using, or has used, the Service in this or in any related manner.

### **Amendments to the Price Plan/Price Plan Rules**

The Price Plan and Price Plan Rules may be varied or amended by Three for any reasonable commercial technical or operational reason.

**Effective Date:** 28<sup>TH</sup> May 2015