

Three Essential Terms & Conditions

The following terms and conditions for the standard Three Essential Price Plan are in addition to and form part of the terms and conditions of the Three Prepay mobile telecommunications service. In the event of any conflict, the terms and conditions below shall prevail. Use by you of the network following activation of the standard Three Essential Price Plan is deemed to be your agreement to these terms and conditions.

The standard Three Essential Price Plan is only available to Three Prepay customers and whilst on the Price Plan you will be unable to participate in any other discount schemes, price plans or offers except where approved in advance by Three.

Existing Three Prepay Customers may move to the standard Three Essential Price Plan using the methods set out below:

- Visiting www.three.ie and selecting the standard Three Essential Price Plan in the My Account section of the site.
- Dropping into one of our stores and requesting the standard Three Essential Price Plan.

You acknowledge that you will lose any discounts or offers under your previous Three Price Plan once you move to the standard Three Essential Price Plan and that if and when you subsequently move from the standard Three Essential Price Plan to any other price plan, you will lose the benefits and entitlements offered under the standard Three Essential Price Plan.

The rates for the standard Three Essential Price Plan are published on www.three.ie. A call set up charge of 9c applies to all connected domestic calls including calls to Irish landlines and mobiles when in Republic of Ireland, or to ROI and EU numbers when Roaming in EU.

Calls are charged on a per minute basis, unless otherwise stated and tariffs are displayed inclusive of VAT to 2 decimal places for information purposes.

Three may withdraw the standard Three Essential Price Plan generally or from any particular customer at any time or vary or amend any element of this Price Plan without further notice. These terms and conditions may be varied or amended by Three for any valid commercial, technical or operational reason.

Once you sign up to the standard Three Essential Price Plan, you are giving your consent to Three to contact you by text or call to inform you of changes/enhancements to the standard Three Essential Price Plan and any updates while you remain on this Price Plan. This does not affect or limit any previous consent given by you.

Three Essential Fair Use Policy

It is important to Three that all eligible customers are able to access our services.

Three may rely on this Fair Use Policy where your usage of any Three Essential unlimited calls and/or unlimited texts packages (the "Service") is deemed excessive and/or unreasonable as detailed below.

Three has developed a threshold by reference to average high calls and text users and estimated customer usage (particularly the estimated volume and length of unlimited voice calls and texts likely to be made by users). The threshold is regularly reviewed against average high users and is currently set at 5,000 minutes and 5,000 text messages used every 28 day period and/or if you call more than 100 different phone numbers or text more than 200 different numbers over the course of any 28 day period.

If, at the absolute discretion of Three, Three is of the opinion, that your usage of the Service exceeds the threshold over any month, Three may contact you to advise you that your usage exceeds its fair use policy. If the excessive usage continues to exceed the threshold after receipt of a request to desist from or alter the nature of such usage, Three reserves the right at its absolute discretion to: (i) impose further charges, or (ii) transfer you to a tariff which does not include unlimited texts or calls, or (iii) suspend, modify or restrict use of the Service or (iv) terminate your access to the Three network.

The Service must not be used under any circumstances (i) in conjunction with any SIM gateways, GSM gateways or any similar device that is used to route (or re-route) voice, text or other service on, from or to the Three network, or which diverts / transfers calls to multiple mobile numbers or (ii) in conjunction with any device for the purpose of sending or receiving large volumes of text messages, or (iii) to sell or attempt to sell or otherwise provide commercial services to any third party or, (iv) to provide any telecommunications services to any third party whether by way of trade or otherwise, or (v) other than for private, personal purposes, or (vi) in any other manner that adversely impacts the Three network for other Three customers. Three reserves the right to terminate your access to the Three 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.

- Once a customer signs up to this offer, they are giving the consent to Three to contact them by SMS to inform them of changes/enhancements to the offer and updates while the customer remains on this offer. This does not affect or limit any previous consent given by the customer.

Three Ireland Essential+ Unlimited Free texts Terms & Conditions

The following terms and conditions of the Three Essential and Unlimited free text for life offer (the "Unlimited Free Text for Life Promotion") are in addition to and form part of the terms and conditions of the Three Ireland Prepay mobile telecommunications service. In the event of any conflict, the terms and conditions below shall prevail. Opting in to receive the Free Texts for Life promotion is deemed to be your agreement to these terms and conditions.

- The Free Text promotion is only available to Three Prepay customers who are on the Three Essential Price Plan who sign up to the Free Text for Life promotion during the promotional period of 1st February 2008 to 31st March 2009. The Free Text for Life Promotion cannot be used in conjunction with any other promotion or offer.

- New Customers can sign up for the Free Texts for Life by:

- Texting Three to 50308.

- The Free texts for Life promotion entitles you to send free standard SMS messages to Irish Mobile numbers when in Republic of Ireland, and Irish and EU numbers when roaming in EU, only and excludes:

- MMS/Video Messages or any other types of messaging medium apart from standard SMS
- Premium SMS messages to short codes
- International Text
- Any text messages sent whilst roaming out of the EU.
- and Text to any landline numbers

- Once opted in, you must top up by a single €20 in one payment to activate the free text Price Plan benefit. You must top up every 28 days to retain the benefit.

This is a rolling 28 day requirement and if you top up again by €20 or more in one payment before 28 days expires then a new 28 day period commences. This excludes any drip fed or promotional credit received each month.

- If you fail to top up by a single €20 in one payment within 28 days you will not be able to avail of your benefits again until you have topped up by the required a single €20 in one payment. You will revert to the standard Price Plan rates if you do not meet the top up requirement.

Three Essential Fair Use Policy

It is important to Three that all eligible Three customers are able to access our services. Three may rely on this Fair Use Policy where your usage of any Three Essential unlimited calls and/or unlimited texts packages (the "Service") is deemed excessive and/or unreasonable as detailed below.

Three has developed a threshold by reference to average high calls and text users and estimated customer usage (particularly the estimated volume and length of unlimited voice calls and texts likely to be made by users). The threshold is regularly reviewed against average high users and is currently set at 5,000 minutes and 5,000 text messages used every 28 day period and/or if you call more than 100 different phone numbers or text more than 200 different numbers over the course of any 28 day period.

If, at the absolute discretion of Three, Three is of the opinion, that your usage of the Service exceeds the threshold over any month, Three may contact you to advise you that your usage exceeds its fair use policy. If the excessive usage continues to exceed the threshold after receipt of a request to desist from or alter the nature of such usage, Three reserves the right at its absolute discretion to: (i) impose further charges, or (ii) transfer you to a tariff which does not include unlimited texts or calls, or (iii) suspend, modify or restrict use of the Service or (iv) terminate your access to the Three network.

The Service must not be used under any circumstances (i) 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 Three network, or which diverts / transfers calls to multiple mobile numbers or (ii) in conjunction with any device for the purpose of sending or receiving large volumes of text messages, or (iii) to sell attempt to sell or otherwise provide commercial services to any third party or, (iv) to provide any telecommunications services to any third party whether by way of trade or otherwise, or (v) other than for private, personal purposes, or (vi) in any other manner that adversely impacts the Three network for other Three customers. Three reserves the right to terminate your access to the Three 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.

- In referring to 'Life' in relation to the Free Text for Life promotion, Life means that customers who sign up for the Free Texts for Life offer during the promotional period may continue to avail of free texts whilst they remain a Three Prepay customer on the Three Essential Price Plan. Customers who leave Three or move to any other Three tariff plan or promotion will not retain access to or avail of the Promotion.

- Once a customer signs up to this promotion, they are giving the consent to Three to contact them by SMS to inform them of changes/enhancements to the promotion and updates while the customer remains on this promotion. This does not affect or limit any previous consent given by the customer.

- The Free Text for Life promotion will not apply to, and may not be used, in conjunction with Prolinks, Sim boxes or any related device which diverts / transfers calls to multiple mobile numbers 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.

- Three shall not be liable for any loss or damage, direct or indirect, howsoever arising from the promotion or for termination, withdrawal or amending the promotion.

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