

Three Evolve Price Plan Rules

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General

These tariff terms apply in addition to the Three Evolve General Terms and Conditions (the "General Terms") applicable to you and any terms appearing on your Customer agreement form.

This is an 18 month minimum term contract. If you terminate this Agreement before the expiration of 18 months termination fees may apply as calculated in accordance with the General Terms.

Handset Locking: Smartphones that are exclusively offered by Three are restricted to use on the Three network unless you are roaming. If you do not enter into and remain in an applicable agreement with Three on one of our Three Evolve tariffs, you will not be able to use the full phone functionality. If you attempt to unlock your smartphone and use it on another network, it may become permanently unusable. Making unauthorised modifications to the software on your smartphone violates the smartphone software license agreement, and the inability to use your smartphone due to unauthorised software modifications is not covered under your phone's warranty.

Billing: All charges are inclusive of VAT at the applicable rate. All charges are shown per minute but billed per second unless otherwise stated. Tariffs are rounded to two decimal places for informational purposes.

Roaming: As charges vary it is important that you check up to date roaming rates for voice and data which are available on www.three.ie.

Changing Plans: Within the first six months of your contract you can migrate to an equivalent or higher Three Evolve price plan without incurring termination fees. Where you have served a minimum of six months on your contract but are still within your minimum contract term you can move to any Three Evolve price plan, that is then available, without incurring termination fees. Please note that Smartphone customers must connect to a Three Evolve price plans and may only move to alternative Three Evolve price plans. If you wish to avail of a price plan with unlimited data for mobile internet browsing included then you must agree to a further minimum term commitment of 18 months.

Eligibility: Connection to a Three Evolve price plan is subject to status, credit-scoring, payment by direct debit and an 18 month minimum term Three contract. Three reserves the right to withdraw the Three Evolve price plans generally or from any particular Customer at any time and to vary or amend any element of the price plans in accordance with the notification procedures as set out in the General Terms. These terms and conditions may be varied or amended by Three for any valid commercial technical legal or operational reason.

It is a requirement that that you pay your monthly bill by Bank Direct Debit or Credit Card Direct Debit. Any customers transferring to a Three Evolve price plan will lose any accrued allowances.

Three Evolve 150, 350, 550 and 700 Price Plan information

Minutes: The Evolve price plan voice minutes includes calls made to voicemail, any Irish mobile network, and Irish landlines from within the Republic of Ireland at any time. Additional call rates apply to calls to any Irish mobile network, and Irish landlines from within the Republic of Ireland once inclusive minutes have been used.

All calls to international numbers, premium rate numbers, directory enquiries and all other call types (for example 1890, 1850, fax and data calls) are excluded from your voice minutes and will be charged as per the standard other call charge rates as published on www.three.ie

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Unlimited Three to Three minutes on the Three Evolve 150 price plan are subject to fair use and can only be used for calls made to Three mobile numbers and voicemail from the Republic of Ireland only.

Texts: Anytime texts can be used to any Irish mobile network from within the Republic of Ireland. Additional text rates apply to texts sent to any Irish mobile network from within the Republic of Ireland once all inclusive texts have been used. All texts sent to premium rate numbers, international numbers and directory enquiries numbers are excluded and are charged as per the rates for Pay monthly customers available on www.three.ie.

Unlimited Three to Three texts on the Three Evolve 150 price plan are subject to fair use and can only be used for texts sent to Three mobile numbers from the Republic of Ireland only.

MMS: MMS functionality is device dependent and price plan allowances, where applicable, can be used for MMS to any mobile network within the Republic of Ireland. Excludes roaming and use in excess of monthly allowance is charged at standard price plan rates.

Data: The unlimited data on Three Evolve plans offer is available until 30 April 2010 to new and existing customers who connect to a Three Evolve 150, 350, 550 or 700 price plan. To avail of this offer you must agree to a minimum term commitment of 18 months. Your Three Evolve unlimited data for mobile internet browsing is subject to the fair use policy as outlined below. Please note that your inclusive data allowance is for browsing on the mobile handset only. All usage while roaming, including usage in Northern Ireland will be charged at standard data roaming rates which can be viewed on www.three.ie.

Note: Unused inclusive minutes, texts, MMS and data cannot be used while roaming and cannot be carried over to the following month. Tethering and Visual voicemail features are not currently supported on Three Evolve price plans

Three Evolve Fair Use Policy

Data Fair Use: Three has developed the fair use policy to ensure that all customers have a good mobile internet experience. It is important that customer use of unlimited data for mobile internet browsing is fair and reasonable and Three reserves the rights set out below where your usage exceeds 3GB in a monthly billing cycle. Three has developed this threshold by reference to average high data usage for browsing on the mobile handset. In addition all usage must be for private, personal and non-commercial purposes. You may only use the feature for Internet Browsing on your Smartphone device. The service is restricted for use on the 'Internet' APN and you will be charged if you use a different APN. You may not use the unlimited data for mobile internet browsing if you are using your device as a modem or with your SIM card in or connected to any other device including modems. You may not use your unlimited data feature to allow the continuous streaming of any audio / video content, to enable Peer to Peer or file sharing, or in any way that adversely impacts the service to other Three customers.

If Three reasonably suspects you are not acting in accordance with the fair usage requirements, and having attempted to contact you first, Three reserves the right to switch you to an alternate inclusive data option with standard browsing charges, to impose network protection controls which may reduce your speed of transmission, to remove the Unlimited Data feature from your account or to terminate your price plan or your account. Three reserves the right to withdraw or amend this offer at any time on reasonable notice.

Unlimited Calls Fair Use: This is applicable to customers on Three Evolve 150 plans. It is important to Three that all eligible Customers are able to access our services and usage of unlimited calls or texts must be reasonable and fair. If, having considered the average high usage of calls and texts by customers, Three is of the opinion that your usage of the Service is excessive, then Three may

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contact you to advise you that your usage breaches the 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.

Effective: 18th January 2010 (Amended March 2015)