

Terms & Conditions for Purchases on the Three Online Shop

The following terms and conditions apply to purchases of goods and services ("Products") from the Three Online Shop and set out the agreement between you and Three for using and making purchases on the Online Shop.

For the purpose of purchasing goods (including mobile phones and accessories) from the Online Shop, all references to "Three", "us" or "we", shall mean Three Ireland Retail (Hutchison) Limited of 28/29 Sir John Rogersons Quay, Dublin 2.

For the purpose of the agreement for the supply of mobile telephony services (Three Prepay services or Billpay services – collectively "Services"), all references to "Three", "us" or "we", shall mean Three Ireland Services (Hutchison) Limited of 28/29 Sir John Rogersons Quay, Dublin 2.

By clicking the "Continue" button, you will be deemed to have accepted these terms and conditions of sale, our legal notices and our privacy policy. You are advised to read these terms and conditions each time you visit the site as they may change from time to time without notification.

You acknowledge that the goods sold are intended for use with the Services provided by Three Ireland Services (Hutchison) Limited. Products must not be resold, transferred or otherwise distributed for commercial purposes. In addition to these terms and conditions, the General Terms for Services will apply to any goods purchased for use with Three's mobile communications services provided by Three including Prepay and Bill Pay voice services, Messaging Services, Mobile Broadband Services and any Additional Services or Add Ons provided to you - whether as a first time connection or upgrade. Certain services may be restricted on Products purchased on the Three Online Shop such as international and roaming calls. Billpay (first time connection) customers are only activated with services in Ireland. Further terms and conditions may apply to certain goods and services (or parts thereof) e.g. specific accessories, bespoke products, price plans or add ons etc. These will be highlighted to you at the time of making your order.

Where you purchase a new connection on Billpay, we may require you to return certain details and if you do not return these detailed (e.g. Joint Direct Debit Mandate), your service may be restricted and permanently terminated. Please note that further terms and conditions apply to the use of the www.three.ie website. This Online Shop service is only available to you if you live in the Republic of Ireland, are 18 years of age or over and hold a valid credit or debit card issued in your name.

1. How to Order

1.1 You place orders by following the instructions set out on the Online Shop. You must include the following information with your order, as we cannot process your order without this information:

- Name
- E-mail address
- Contact telephone number
- A valid Visa, MasterCard, Laser, American Express or Diners Card with the full name s displayed on the card, the card number and expiry date.
- A valid delivery address
- Items you require

1.2 You undertake that the information that you provide to us for the purpose of making a purchase is fully complete and accurate. In particular you confirm that you are legally and fully entitled to use any credit or debit card for the purpose of making the purchase and that sufficient funds are available to cover the cost of your purchases. Three reserves the right to request formal documentary identification from you or verification of your right to use any credit or debit card to make a purchase on the Online Shop.

1.3 Payment may only be made by means of those credit or debit cards listed on the Online Shop. Three reserves the right to modify the list of card types that are acceptable. You may only use one card per order.

1.4 We will endeavour to try to ensure that all descriptions and details (including prices) displayed on this website are correct and up to date but do not and cannot guarantee that they are. Details may be updated from time to time and are subject to change. You must ensure that prior to placing an order you have checked all relevant details about the Products you have selected. We cannot confirm the price of a product until your order is accepted. All products and services advertised are subject to availability.

2. Acceptance of orders

2.1 The information displayed on the Online Shop, including prices, does not constitute an offer to contract or enter into an agreement and constitutes an invitation to treat only.

2.2 All orders submitted by you are an offer by you to contract with Three and are subject to acceptance by Three. Your order will not be deemed accepted until the relevant products have been shipped to you.

2.3 Three reserves the right to refuse your order for any legitimate reason, including where the bank refuses to authorise the credit or debit card payment or the Products ordered are out of stock. Three reserves the right to decline your offer to purchase any Billpay services for any legitimate reason including unsatisfactory results of credit checking. All Products are subject to availability and Three reserves the right to change or vary the Products promoted on the Online Shop at any time and without notification.

2.4 Once we have received your order we will automatically acknowledge receipt of the order. This acknowledgement is not acceptance of your order.

2.5 Once we have shipped the order we will notify you and this shall be deemed to be acceptance of your order.

2.6 We reserve the right to limit the amount of Products purchased in each transaction or on each card.

2.7 You may only purchase one Billpay new connection per order. You may only purchase one Billpay upgrade per order.

3. Delivery

3.1 You may only specify one delivery address per order.

3.2 Where you are purchasing a Billpay new connection, the order will be delivered to the billing address of the card. Where you are purchasing a Billpay upgrade the order will be delivered to the current billing address for that Billpay account.

3.3 We will endeavour to deliver your order within three (3) working days however delays may occur, including where the items you have ordered are out of stock. Three is not liable to you for any delay in making deliveries. Our fulfilment partners make deliveries Monday through Friday from 9am to 6pm. Please note that orders will only be

fulfilled within the Republic of Ireland. No Products will be supplied or delivered overseas or to PO boxes.

3.4 You should note that Three's fulfilment partners will deliver to the delivery address as specified by you on the order form, based upon the signature of any occupant of that address at the time of delivery. Three is not liable to you for ensuring personal delivery to you. In the event that there is no person at the address to accept delivery, our fulfilment partners will deliver the Products to your nearest postal depot where you can collect them at your convenience. Our fulfilment partners will leave a notice at the delivery address directing you to the postal depot where the Products are available for collection. You will be required to present this notice at the postal depot when collecting the Products.

3.5 Please note that if you have selected our 'ship to store' option, all references to the delivery address refer to delivery to that store directed by you. Final delivery will occur upon your attendance in-store and signature for such Products.

3.6 In the event that some of the Products you have ordered are out of stock we may send your order to you by two or more deliveries. We will meet any additional delivery charges.

3.7 If your Products do not arrive within the time specified above please contact us through www.three.ie quoting the order number, which you will receive following completion of the checkout process.

3.8 Please retain the invoice and shipping notice, as it will be required should you decide to return any Product under our returns and refunds policy, set out below.

3.9 You agree that Three shall be entitled to postpone or cancel delivery in the event that any additional information requested under clause 1.2 is not provided.

4. Prices

4.1 Prices for Products are quoted in Euro. All prices are inclusive of VAT. Three reserves the right to change its prices, or price plans for Services, at any time. Irrespective of any change of prices, you will be charged the price which was specified for the Product when you ordered.

4.2 The delivery charges that apply to your purchases are specified at the time you submit your order.

4.3 Where applicable, you will select the price plan for the Product chosen by you. Each price plan is subject to terms and conditions, with which you should familiarise yourself, which are binding on you.

4.4 Promotional codes for Products on the online store are only valid from period stated on promotion. If no end date is specified, the validity of any promotional code is at the reasonable discretion of Three.

5. Payment

5.1 You may pay by credit or debit card. Three will accept payment for Products according to any instructions given by you, or appearing to Three to have been given by you. All credit and debit card purchases are subject to validation and credit checks.

5.2 If you have selected a Product which is used with Three's Billpay service you will need to set up regular payments (direct debits) from a bank account or credit card for

the minimum contract period applicable to the price plan chosen by you, in accordance with the instructions on the Online Shop.

5.3 When you purchase a Billpay phone you will receive your bill online.

5.4 Where we have not received your Direct Debit Mandate, you confirm and agree that Three may debit your card used to make the purchase to pay the bill.

6. Returns

6.1 **Cancellation:** In accordance with your statutory entitlements you have a 14 day right to cancel an agreement for Three goods or services bought by you. Where it applies, this cancellation right is available from the date we agree to provide you with the services or from the date of delivery of any goods purchased by you (if this delivery date is later).

6.2 **Where it applies:** You are entitled to use your cancellation right where your agreement with us is made (or where you offer to complete an agreement with us) at a location which is not an Three business premises or the business premises of an Three representative and where the payment to be made by you is above €50. You are also entitled to use your cancellation right where your agreement with us is made by means of distance selling (e.g. online or over the telephone).

6.3 Where you use your cancellation right we will reimburse payments made by you. If you choose to cancel your agreement with us please contact our Customer Care team on 1913 before the end of the cancellation period. Please note that you will be responsible for charges which apply for using any services provided by us. You will also be responsible for any decrease in the value of the goods returned by you which results from using the goods in a way which is above what is necessary to establish the goods features and how the goods work. For information on how to return goods to Three please see the Three returns policy on www.three.ie. Please note that cancellation rights are provided to consumers only and do not apply to business customers.

6.4 Three is not responsible for returned Products while in transit. Products must be returned with the confirmation email you received when placing your order or the delivery note received at the time of delivery.

6.5 Subject to the paragraph below, Three makes no warranty or representation as to the quality of any Products sold or their fitness for a particular purpose or their conformity with any description or sample and Three shall not be responsible for damage or loss of any kind whatsoever (including loss of profits and consequential damages) caused directly or indirectly by the Products supplied.

6.6 **Consumer Protection: Where you purchase goods and services as a consumer you are entitled to certain statutory rights. Your statutory rights are unaffected.**

7. Privacy

Collection of Personal Data

7.1 You agree that Three may use the personal information provided by you for all purposes to fulfil your order. Three may also use your information for the purposes set out in General Terms for Services, and where you provide personal information otherwise in the course of using the Online Shop in accordance with our website terms and conditions and our Privacy Policy.

7.2 If you identify yourself by submitting customer information forms to purchase Products in the Online Shop we will use such other information as may reasonably be required to complete the transaction, including your name, e-mail address, contact telephone number, credit card type, full name as displayed on the credit card, credit card number and expiry date, delivery address and the items you require.

7.3 Three may use the personal and payment information provided by you for its own internal business purposes. Also, in order to provide the Online Shop service, it may be necessary that Three also forwards certain personal and payment information provided by you to third party banking and credit institutions or fulfilment partners and other intermediaries. Three may also disclose your information where permitted or required by law. Your continued use of the service constitutes your consent to such disclosure of information.

Submitting Your Credit Card Number

7.4 When you submit your credit card number to purchase Products from the Online Shop, we offer the use of a secure server. If you choose to use the secure server, the secure server software (SSL) encrypts the credit card information you submit before it is sent to us. This helps assure that the information is protected against unauthorised access. Three may also implement its own security procedures designed to prevent fraud. Three reserves the right to amend and update security procedures without notification.

7.5 Notwithstanding the above security procedures, you should be aware that there are certain risks associated with Internet communications and credit/debit card use over which Three has no control. Three expressly disclaims, in so far as legally permissible, responsibility for any loss or damage arising out of the loss or delay of transmissions between Three and you. In respect of any other loss or damage caused, Three's liability to you shall not, to the fullest extent permissible under applicable law, exceed the value of products and services purchased. Three recommend that you maintain some form of credit/debit card insurance/card protection scheme and in the event of loss, theft or unauthorised use of your credit/debit card you notify your credit/debit card provider in accordance with its standard terms.

8. Governing Law

8.1 These terms and conditions are governed by the laws of the Republic of Ireland, and you hereby agree for the benefit of Three, and without prejudice to the right of Three to take proceedings in relation to these terms and conditions of use before any other court of competent jurisdiction, that the courts of Ireland shall have jurisdiction to hear and determine any action or proceedings that may arise out of or in connection with these terms and conditions of use, and for such purposes you irrevocably submit to the jurisdiction of such courts.

8.2 If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms and conditions shall remain in effect. These terms and conditions constitute the entire agreement between Three and you for the use of the Online Shop and they supersede all other communications.

Effective Date: June 2014 (Amended March2015)