

## DEFINITIONS

- **Equipment** means the equipment required and used by you the Customer to facilitate the supply of Fixed Wireless Broadband Service from Three to the Customer installed by you the Customer within the Premises (3Broadband Unlimited 5G price plan), as specified at point of purchase.
- **Equipment Charge** means the charge payable by the Customer in relation to any Three supplied Service equipment in addition to Service Charges.
- **Minimum Term** means 24 months minimum commitment period for which you agree to receive the Service.
- **Premises** means your residential address in the Republic of Ireland where the Equipment is or is to be installed by you for the 3Broadband Unlimited 5G price in accordance with these terms.
- **Service** means fixed wireless broadband access over Three's 5G service.
- **Service Charges** means the charges payable by you for the fixed wireless broadband access service comprising any installation charges, monthly recurring charges and any out of allowance usage.
- **Service Installation** means the installation of Equipment by Three or its agents at the Premises to allow the Service to be delivered.
- Three or us means Three Ireland (Hutchison) Limited

## 3BROADBAND UNLIMITED 5G PRICE PLAN – SELF INSTALLATION

1. The following terms and conditions of the 3Broadband Unlimited 5G price plan (the "Price Plan") are in addition to and form part of the terms and conditions of the Three Ireland (Hutchison) Limited ("Three") terms of service available at <https://www.three.ie/pdf/Small-Print.pdf>. In the event of any conflict these terms and conditions shall prevail. In the event of any conflict these terms and conditions shall prevail. If you select the Three Broadband Unlimited 5G price plan an Equipment Charge as may be indicated at point of purchase may apply.
2. You must not and must not allow anyone else (other than Three or its agents) to interfere with or to move or handle the Equipment in any way.
3. Your agreement commences when the Equipment including the SIM card and the Equipment is supplied to you. You are required to follow the instructions and install the Equipment yourself.

4. If you avail of any statutory cancellation rights you may have, you must return all Equipment within 14 days of advising Three of cancellation.

#### **SERVICE AVAILABILITY**

5. To receive the Service, you must have a Service delivery address located within the 5G geographic area and a further mandatory address check for broadband service to establish whether your address is covered by Three's 5G broadband network coverage.
6. Your Service address must be capable of a standard installation type as determined by Three at point of purchase.
7. In supplying the Service we will use reasonable skill and care but are unable to guarantee fault free performance. Three makes no warranty that any connection to, transmission over, or results of the Equipment or the Service will meet your requirements or will provide uninterrupted use or will operate as required or be error free.
8. If you advise Three of any residence address change for you during your Minimum Term, Three shall endeavour to provide you with the Service at your new residence address if it is within Three's 5G coverage area but Three shall not be obliged to do so and installation charges may apply. You will still be liable to pay the Service Charges in relation to the Minimum Term for the Service provided to your first provided residence address if you move from that first provided residence address during the Minimum Term.

#### **MINIMUM TERM**

9. The Price Plan is subject to a Minimum Term of 24 months. The minimum price for the Service provided under your Three agreement is the cost of the Plan monthly recurring charge for the Minimum Term.
10. If you cancel your Three agreement during the Minimum Term you agree to pay a cancellation fee calculated by multiplying the Price Plan monthly recurring charge by the number of months or part months remaining in your Minimum Term. This cancellation fee will not apply for any cancellation you make within 14 days of entering into your agreement as a consumer where you have entered into a distance contract, ie exclusively via three.ie or over the phone.
11. When the Minimum Term has expired, we will supply you with Service until you advise us that

you wish to cancel your agreement. If you wish to cancel your agreement after the Minimum Term has expired, you can end your agreement by giving 30 days written or phone notice to us via 1913 and no cancellation fees will apply.

#### **ALLOWANCE**

12. An unlimited data usage allowance applies to the Price Plan with effect from 31<sup>st</sup> August 2022.

#### **CHARGING**

13. The out of bundle rate applicable if the monthly allowance of 1000GB is consumed before 31<sup>st</sup> August 2022 is set out in the Broadband Price

Guide at <https://www.three.ie/legal/pricing/>

#### **NO ROAMING**

14. Data Roaming is excluded from the Price Plan. For the avoidance of doubt the Price Plan will only work within the Republic of Ireland. The Price Plan is not a mobile offering and accordingly it does not fall within the scope of Regulation (EU) No 531/2012 (the Roaming Regulations).