

### **3Business Pro Connect – Terms and Conditions**

#### **Definitions**

- **“Agreement”** means the Agreement for Mobile Services between the Customer and Three, specifically insofar as it relates to the Services.
- **“Customer”** or **“you”** means the Customer as defined in the
- **“Equipment”** means the network termination unit required and used by you the Customer to facilitate the supply of the Service from Three to the Customer within the Premises, 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 the timeframe which is set out in your Order.
- **“Order”** means an order for the Service placed under the Agreement.
- **“Premises”** means the address in the Republic of Ireland where the Equipment is or is to be installed by you for the Service in accordance with these terms.
- **“Price Plan”** means the ProConnect 5G price plan which is set out in the Order.
- **“Service”** means the fixed wireless broadband access 3Business Broadband Pro service, and delivered pursuant to the pricing, technical specifications, and service features associated with the ProConnect 5G price plan.
- **“Service Charges”** means the charges payable by you for the Service comprising any installation charges, monthly recurring charges and any out of allowance usage.
- **“Service Installation”** means the installation of Equipment depending on whether self-installation has been order or not by you or, as the case may be, by Three or its agents at the Premises to allow the Service to be delivered.
- **“Service Management Platform”** means the cloud-based network and device management interface used by Three to monitor, configure, and support the Services, including associated software, tools, or APIs provided by third parties and licensed to Three for such purposes.
- **“Three”** or **“us”** means Three Ireland (Hutchison) Limited.

#### **GENERAL TERMS**

1. The following terms and conditions are in addition to Three business terms and conditions specified at in Clause 1 of the Agreement. In the event of any conflict these 3Business Pro Connect Terms and Conditions shall prevail.
2. If you select the Price Plan an Equipment Charge as may be indicated at point of purchase may apply.
3. Not used.

#### **SERVICE COMMENCEMENT AND PAYMENT**

4. Your agreement commences when the Equipment is supplied to you but you will only be in a position to avail of the Service once Equipment is installed by Three or its agents further to the schedule agreed. You will not be charged for the Service before Equipment is installed by a technician. Monthly Recurring Charges are payable monthly in advance. We may suspend Service for non-payment after 30 days written notice.

#### **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 technician 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 address change for you during your Minimum Term, Three shall endeavour to provide you with the Service at your new Premises 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 Monthly Recurring Charges in relation to the Minimum Term for the Service provided to your first provided Premises if you move from that first provided Premises during the Minimum Term.

#### **MINIMUM TERM**

9. When the Minimum Term has expired, we will supply you with the 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 & NETWORK MANAGEMENT**

10. A monthly data usage allowance of 1000 gigabytes (GB) per month applies to the Price Plan. Three reserves the right to manage network traffic, prioritize services, and implement fair use policies to ensure optimal network performance for all customers.
11. The out of bundle rate applicable if the 1000GB is consumed is set out in the Business Price Guide at <https://www.three.ie/legal/pricing/>.
12. Any unused data allowance of the Plan 1000GB monthly allowance will not be carried forward to the next bill cycle.
13. Three may suspend or terminate Service immediately for: (a) illegal use or network abuse; (b) activities that materially impact network performance; (c) breach of acceptable use policies; (d) fraudulent activity; or (e) if the Customer is in material breach (as determined by Cradlepoint) of the Cradlepoint end user terms.

#### **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).

#### **THE SERVICE**

15. In supplying the Service, Three shall use reasonable skill and care but cannot guarantee fault free performance. Three does not warrant that the Service will be suitable for specific customer applications or purposes, that the operation of the Service will be uninterrupted or error-free or that the Service will support or be compatible with any applications or other services which the Customer uses in conjunction with the Service.
16. Three shall have no liability to the Customer for any loss or damage caused by unauthorised third-party access to the Service or the Equipment.

#### **INSTALLATION TYPE – AND RELATED TERMS**

17. The Service Installation may be provided either by way of self-installation or technician installation, as selected by you at the point of purchase. The provisions in either Sections 17(a), (b) or (c) below will apply depending on which installation or SIM option you have chosen.
  - a. **TECHNICIAN INSTALL**
    - i. On the placing of an order for the Service, Three will provide you with a schedule within which it will deliver and install the Service.
    - ii. You agree to provide at your own cost, suitable facilities, including secure electrical supply and any other installations and fittings required for the Equipment.

- iii. Except for any loss or damage which it is not permitted by law to exclude, Three's maximum liability for any loss or damage that may occur to the Premises during the Service Installation is €1,000.
- iv. You acknowledge that your power supply may be interrupted during Service Installation. Three shall not be held liable to you for any losses or damages howsoever arising during such interruption.
- v. Three excludes all conditions and warranties, other than those expressly set out in this these terms, including any warranties implied by law if and to the extent that such warranties and conditions implied by law can be lawfully excluded.
- vi. Three and its agents will use reasonable efforts to install the Service in accordance with the schedule provided, but such dates and times set out in the schedule are estimates only and Three provides no assurance that it will meet such schedule. Three shall have no liability to you for any delay in effecting Service Installation. Following installation, ongoing maintenance and support of your Equipment is your responsibility, though Three may provide chargeable support services as detailed in our current price guide.
- vii. Where a technician visit is required, you will be provided with an initial appointment date and time (within normal working hours) for Service Installation. You may reschedule this appointment without charge up to twice, provided notice is given by midday on the previous working day. Additional rescheduling requests will incur a €50 administration fee.
- viii. Service Installation will commence with a review of your Premises to ensure that the Premises can support the Service. You must allow Three or its agents access to your property in order to allow for the installation of Equipment on the Premises and to conduct any works necessary for the provision of such Service.
- ix. You confirm that you have taken any steps required to render the Premises fit for Three or its agents to conduct the Service Installation in a safe manner and you accept full responsibility to ensure that there is a clear and safe environment for the engineer to carry out the Service Installation. This includes moving any obstacles which may obstruct the path of any Equipment including but not limited to cabling, prior to Service Installation. Three or its agents reserve the right to charge you where Service Installation is frustrated by any failure on your part to comply with this requirement and a subsequent appointment for Service Installation is required. Repeated failures to provide access or suitable conditions may result in agreement termination with full cancellation fees applying.
- x. Service Installation may require works to be carried out on the Premises, which may include drilling one or more holes through the wall of the Premises and affixing an external antenna to an external and internal wall and/or any other works which may be required to complete the Service Installation as deemed necessary by Three or its agents. You must be present at the Premises at the scheduled Service Installation time in order to facilitate access to the Premises, as required and to confirm that the Service Installation has been carried out to a suitable standard.
- xi. You warrant that you are the current lawful occupier of the Premises with full authority to grant access and consent to installation works; that you are over 18 years of age and legally entitled to enter this agreement; and that all information provided in your application is true and accurate. You confirm that you have all third party consents required for the Service Installation and the Service to be provided by Three or its agents and you grant Three such licence in respect of the Premises as is necessary for Three or its agents to conduct Service Installation and including but not limited to, from time to time, upon giving you reasonable notice (save in any emergency) to enter those parts of your property to install, maintain, adjust, repair, replace, renew, upgrade, inspect or remove, and to keep installed and to operate at or on your Premises the Equipment.
- xii. Your failure to comply with paragraph 26 above may result in withdrawal of the Service and termination of your agreement for the Service, and if this happens Three will be entitled to charge a termination fee comprising your Monthly Recurring Charge multiplied by the number of months or part months (if any) remaining in your Minimum Term. Such a termination fee may also be applied by Three in the event of termination of the Agreement other than where the Minimum Term has expired or where Three is in material breach of the Agreement.
- xiii. You will indemnify Three for all Installation costs and expenses that Three or its agents incur in installing the Equipment and for all costs and expenses incurred by Three or its agents for removal of any Equipment from the Premises and against liability for all third party claims, in the event that you or any person with an interest in your land insists that Three removes any or all Equipment from the Premises.
- xiv. Three will make every effort to site the Equipment in a location of your choice and will endeavour to comply with any reasonable requests you may have regarding the routing of

cables. However in some instances this may not be possible, for technical and other reasons, and if this is the case then Three will indicate to you what alternative arrangements for cable routing (if any) it can make. If, for any reason, Three is unable to route the cable or you do not accept any routing proposal made by Three, your agreement for the Service shall terminate, provided that where the cabling relates only to the provision of the Service, this Agreement may, at our option, terminate in relation to the Service only.

b. **SELF-INSTALL**

On the placing of an order for the Service, Three will provide you with a schedule within which it will deliver and install the Service.

- i. You are responsible for installing the Equipment yourself.
- ii. The agreement commences upon delivery of the Equipment and SIM.
- iii. You must not interfere with or move the Equipment, other than as instructed.

c. **SIMO**

On the placing of an order for the Service, Three will provide you with a schedule within which it will deliver and install the Service.

- i. You are responsible for installing the SIM and providing any necessary equipment yourself.
- ii. The agreement commences upon delivery of the SIM.

18. The 3Business Broadband Pro services incorporate or rely on third-party products and services, including those licensed by Three from Cradlepoint. Use of the Services is subject to Three's sub-contractor Cradlepoint Inc.'s ("Cradlepoint") end user terms, available at <https://cradlepoint.com/legal/>, and Cradlepoint's Warranty Statement at <https://customer.cradlepoint.com/s/article/cradlepoint-warranty>. By using the Services, the Customer agrees to be bound by such terms, which are incorporated by reference.

## **SERVICE MODIFICATIONS & SUBCONTRACTING**

19. Three reserves the right to modify service specifications, implement technical upgrades, or adjust service delivery methods during the agreement term, provided such changes do not materially reduce the core service offering. Three may engage subcontractors and third-party service providers to deliver any aspect of the Service.

## **EQUIPMENT ACCESS & ONGOING SERVICE**

- 20. Even though you own the Equipment, Three retains the right to access the Equipment with reasonable notice for network optimization, software updates, maintenance, or troubleshooting purposes. You must not refuse such access as it may be necessary to maintain Service quality and network integrity.
- 21. If you relocate your owned Equipment without Three authorization, or if Equipment modifications affect Service delivery, Three may suspend Service until the Equipment is restored to approved configuration. Reconnection charges may apply.
- 22. Upon Service termination, you retain ownership of all Equipment but Three is not obligated to provide ongoing support or software updates for the Equipment. The Equipment may cease to function on Three's network following Service termination.
- 23. The Customer acknowledges that it will not receive administrator-level access to the Service Management Platform and may not make configuration changes to equipment or software associated with the Services without express prior written consent from Three
- 24. The Customer shall not use the name, logo, or branding of Three's suppliers, including Cradlepoint Inc., without prior written consent.

## **DIRECTORY SERVICES AND DATA PROTECTION**

25. Three may require the Customer to provide it with the name of one or more individuals within the Customer's organisation for contact purposes. Three agrees that such information will only be used for contact purposes and insofar as may be necessary for the provision of services under the Agreement.

26. Certain components of the 3Business Broadband Pro services are delivered using third-party infrastructure provided by our technology partner, Cradlepoint. Data processed in connection with these services may be subject to Cradlepoint's privacy policy, available at: <https://cradlepoint.com/privacy-policy>.