3Business Talk and Text EU and 3Business Talk Text EU SIM

1. The following terms and conditions for each of the 3Business Talk and Text EU and 3Business Talk Text EU SIM only price plans (each 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 <u>https://www.three.ie/pdfs/legal/three-telecommunications-</u> services-tihl-terms-and-conditions.pdf

2. In the event of any conflict these terms shall prevail. Capitalised terms in these terms have the

same meaning as used in the terms of Service, unless specifically defined in these Terms.

3. The Price Plan includes a per-billing-cycle of 300 minutes and 300 texts, Your inclusive allowance for voice minutes can be used for calls made in Ireland to Irish mobile or landline numbers and calls made in the EU\*

to Irish or EU\* landline or mobile numbers. Roaming calls outside the EU and calls to international

numbers SIM premium rate numbers,

directory enquiries and all other call types including non-geographic numbers are charged at rates as

set out on our website at https://www.three.ie/legal/pricing.html

If you exceed any part of your allowance or you use a service which is not included in your

allowance, you agree to pay additional amounts on top of your monthly recurring charge.

4.ROI & EU data or international minutes can be added to price plans via Add-ons. However these Add-ons will be at an additional cost.

5. A 24 month Minimum Term applies to 3Business Talk and Text EU. A 12 month Minimum Term applies to 3Business Talk Text EU SIM .

6. Where you wish to terminate your Three agreement during the 24 month or 12 month Minimum Term you must pay an early termination fee. This fee is calculated by multiplying the number of remaining months in the Minimum Term by the monthly recurring charge of the price plan on a per individual connection per account subscriber basis.

7. Where you are permitted to upgrade before your existing Minimum Term has expired, your

upgrade Minimum Term will not commence until you have completed your existing Minimum Term.

8. On the Price Plan out of allowance minutes will be charged on a per minute basis.

9. You cannot move to another Three Business price plan with a lower value monthly

recurring charge until your Minimum Term has ended.

10. Where you move from another price plan to the 3Business Talk and Text EU or 3Business Talk Text EU SIM only plan , you will be unable to move back to the initial price plan.

11. The authorised account contact who has the authority to act for the customer acknowledges that

the customer is liable to pay all charges incurred on their account including but not limited to where

an account subscriber requests an Add-on.

12. You acknowledge that data speeds vary and depend on factors such as device capabilities, location and network congestion.

13. It is your responsibility to ensure that your SIM is compatible with the handset intended for use.
14. The Price Plan cannot be used in conjunction with any device connected to a PBX, such as
a mobile line device, mobile gateways and SIM Boxes 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 mobile.

15. The Three Text feature cannot be used in conjunction with any device connected to a PC for the purposes of sending or receiving large volumes of text messages, or through desktop text applications 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.

16. For the avoidance of doubt, if you purchase a data Add-on, your data allowance for use in the EU

will not be counted towards the data roaming spend cap provided for under the EU Roaming Regulations.

17. If you do not use up your allowance in a billing cycle, you lose the unused portion of your allowance and it does not roll over to the next billing cycle and no refund or credit is applied for any

unused portion of the allowance.

18. Call and text usage will be applied in the following manner:

- i. Price plan allowance
- ii. Purchased Add-ons
- iii. Out of bundle rates
- 19. Data usage will be applied in the following manner:

i. Purchased Add Ons

ii. Out of bundle rates

For plan allowances and the surcharge which applies if you exceed your roaming fair usage limit,

please see the Price Guide at <a href="https://www.three.ie/legal/pricing.html">https://www.three.ie/legal/pricing.html</a>

20. The Price Plan comes with an allowance of 300 minutes and 300 texts. These minutes

and texts are available for calls and texts to Irish and EU\* networks (in Republic of Ireland and

when roaming in the EU (but excluding calls from ROI to EU)) as follows;

300 minutes and texts allowance applies to:

- Voice calls made to landlines and mobiles within the Republic of Ireland
- Calls made to non-geographic numbers (1850, 1890, 0818 and 076)

- Calls made while roaming in EU\* to other EU numbers and back to Republic of Ireland
- Texts sent to Irish mobile numbers and any Irish landline numbers while in the Republic of
- Ireland.
- Texts sent while roaming in EU\* to other EU numbers and back to Republic of Ireland

300 minutes and texts allowance doesn't include:

- Roaming calls (other than the mentioned above)
- International calls
- Calls to premium rate numbers, directory enquiries and all other call types
- Any other call types
- Texts to premium rate numbers, directory enquiries numbers
- MMS (Multimedia messages)
- International texts
- Texts sent while roaming outside of the EU\*
- Any other texts

21. The Price Plan comes with unlimited on network-net minutes with a fair usage cap of 10,000 minutes for use on the Three network for calls to another Three customer in the Republic of Ireland only. Free Three to Three minutes includes calls to voicemail.

22. All calls while roaming outside of the EU and international calls are charged calls

at published rates <u>https://www.three.ie/legal/pricing.html</u> In addition, other calls to international numbers, premium rate numbers, directory enquiries and all other call types are charged calls.

23. All texts sent whilst roaming outside the EU and international texts are charged at published rates <a href="https://www.three.ie/legal/pricing.html">https://www.three.ie/legal/pricing.html</a> In addition, texts to premium rate numbers, directory enquiries numbers, MMS and other texts are charged.

25. All other EU roaming usage such as calls/texts to international mobiles and landlines outside the

EU (for example France to Canada), premium rate usage, directory enquiries and all other usage

types (for example non-geographic calls) are charged. All roaming outside the EU is charged except

where there is an allowance built into the Price Plan. See <a href="https://www.three.ie/legal/pricing/">https://www.three.ie/legal/pricing/</a>

for up to date roaming rates. Three will endeavour to ensure all roaming records are captured at time of

billing however there is a dependency on third parties to provide roaming usage details in a timely

manner.

26. All calls to other numbers including satellite and special numbers are excluded. Standard credit management procedures will apply. A minimum one minute is used for any International call. The standards rates for international calls and text apply when Price Plan allowances are used.

27. The Price Plans include 300 minutes and 300 texts which can be used to call/text home to

Ireland Calling international numbers whilst roaming is not included in the roaming allowance (e.g. roaming in the US and dialling a mobile number in Spain). This is a monthly allowance.

\*EU includes Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Greece, Guadeloupe, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Mayotte, Netherlands, Norway, Poland, Portugal, Reunion, Romania, Saint Pierre and Miquelon, Slovakia, Slovenia, Spain, St.Barth, Saint Maarten, St Martin, Sweden, U.K.^, Vatican City, Switzerland. ^ U.K. includes Gibraltar, the Channel Islands and the Isle of Man