

### **Three Business Affinity Plans**

Three Business Affinity plans are available to employees of companies where an agreed Affinity has been put in place with Three.

Three Business Staff Affinity Plan Rules are for customers connecting or upgrading on or after 1st January 2018 to one of the following plans - Three Business Staff Affinity SIMO, Three Business Staff Affinity 24M, 3 Business Staff Affinity Plus 24M, Govt Staff 13GB Talk & Text 24M, Govt Staff 23GB Talk & Text 24M, Govt Staff 10GB Talk & Text 24M, Voice Only Govt Release 18M, Voice Only Govt Release 12M, GOV 5GB Talk & TextSO18 and Govt Release with 2GB Data 18M.

1. These Price Plan rules are in addition to the General Terms for Services and any other Terms provided to you. Please note that your agreement to the Price Plans may be provided in writing or recorded during a telephone or online sales process.
2. In the event of any conflict these terms shall prevail. Capitalised terms in these Terms have the same meaning as used in the General terms of Service, unless specifically defined in these Terms.
3. Your Price Plan includes a per-billing-cycle Allowance (of minutes/text messages and data to varying amounts - Govt Talk & Text 12M has no data)  
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. Additional minutes, texts or data can be added to price plans via Add-ons. However, these addons will be at an additional cost.
5. A 24 month Minimum Term applies to each of Three Business Staff Affinity 24M, 3 Business Staff Affinity Plus 24M, Govt Staff 13GB Talk & Text 24M, Govt Staff 23GB Talk & Text 24M, Govt Staff 10GB Talk & Text 24M. Voice Only Govt Release 18M, GOV 5GB Talk & TextSO18 and Govt Release with 2GB Data 18M have an 18 month minimum term. Three Business Staff Affinity SIMO 12M and Voice Only Govt Release 12M have a 12 month minimum term.
6. Where you wish to terminate the contract during your agreed Minimum Term or migrate to a plan that has lower monthly recurring charge, you must pay a cancellation fee. This fee is calculated by multiplying the number of remaining months in the Minimum Term by the monthly recurring charge of your price plan.
8. Once you have used up your bundle minutes, out of bundle calls will be charged on a per minute basis.
9. Where you have not completed your Minimum Term, you can move to another Three Business Affinity price plan provided the new business affinity price plan is of equal or greater Minimum Term and monthly recurring charge. The change of price plan will be effective as of your next billing date.
10. You cannot move to another Three Business Affinity price plan with a lower value monthly

recurring charge until your Minimum Term with Three has expired.

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

14. It is your responsibility to ensure that your SIM is compatible with the handset intended for use. Certain SIM cards will not support 4G. If your handset is not a 4G compatible handset, it will not support 4G access. For further details log onto: [www.three.ie/business/4G](http://www.three.ie/business/4G)

15. The Three 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.

16. 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.

17. For the avoidance of doubt your data allowance for use in the EU under your plan will not be counted towards the data roaming spend cap provided for under the EU Roaming Regulations.

18. If you do not use up your bundle 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.

19. Call and text usage will be applied in the following manner: i. Three to Three minutes (where applicable with your price Plan) ii. Price plan bundle allowance iii. Purchased Add-ons iv. Out of bundle rates

20. Data usage will be applied in the following manner: i. Price plan inclusive data ii. Purchased Add Ons iii. Out of bundle rates

21. Where your Price Plan has an unlimited element it is subject to a fair usage allowance of 10,000 minutes and/or texts per month.

22. 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, premium rate numbers, directory enquiries and all other call types including non-geographic numbers are charged at out of bundle rates.

23. Three Business Staff Affinity SIMO 12m, Three Business Staff Affinity 24M and 3 Business Staff

Affinity Plus 24M Price Plan come with the All you Can Eat Data service in the Republic of Ireland.

The EU fair use policy is applied in respect of the All you Can Eat Data service and your EU Roaming Allowance is calculated in accordance with the EU fair use policy at

<http://www.three.ie/web/legal/consumer>

For full terms of the All you Can Eat Data service please see

<http://www.three.ie/web/legal/business/>

24. Where your Plan includes All you can eat Data and your data usage exceeds 60GB in a billing cycle and your usage affects other network users, we reserve the right to limit your service. Three continuously monitors network performance to ensure that the service received by customers is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long periods).

25. Inclusive voice minutes apply to calls to Irish mobile numbers, Irish landline numbers and voicemail while in the Republic of Ireland, calls made to non-geographic numbers (1800, 1850, 1890, 0818 and 076) and calls made while roaming in the EU to other EU numbers and back to Republic of Ireland. This feature is subject to the fair use allowance. All calls while roaming outside of the EU and international calls are charged calls at out of bundle rates.

In addition, calls to international numbers, premium rate numbers, directory enquiries and all other call types are charged calls.

26. Inclusive text messages apply to texts sent to Irish mobile numbers while in the Republic of Ireland only and texts sent while roaming in the EU to other EU numbers and back to Republic of Ireland. This feature is subject to the fair use allowance. All texts sent whilst roaming outside the EU and international texts are charged at out of bundle rates.

In addition, texts to premium rate numbers, directory enquiries numbers, MMS and other texts are charged.

27. Plan data allowances are suitable for use while you are in the Republic of Ireland and EU only and data usage while roaming outside the EU is charged at out of bundle rates.

28. EU Roaming is available on all Three Business Affinity Plans. Inclusive minutes can be used, when roaming in the EU to make calls to Irish or EU mobiles and landlines and to make calls to voicemail. Where there is a roaming voice allowance in your plan (as described above), this allowance may be used for calls made when roaming in the EU. This feature is subject to the fair use allowance, see Fair use policy Terms and Conditions. Inclusive texts can be used, when roaming in the EU, for

sending texts to Irish and EU mobiles.

29. 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 are charged on the Price Plans. All roaming outside the EU is charged except where there is an allowance built into the Price Plan.

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.

30. Any international Worldwide Allowances are for calls to international mobiles and landlines and texts to international mobiles. All calls to other numbers including satellite and special numbers are excluded. You should request for any barring of international services to be lifted from your account if you wish to use this feature. 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 up.

# Three Mobile Broadband Unlimited – Staff Affinity

Effective 10th January 2018

The 3Mobile Broadband Price Plan Rules are in addition to the General Terms for Services and any other terms provided to you as part of the authorisation process completed by you to approve registration and provision of Services.

Please read the Price Plan Rules carefully. By accessing or using Services you agree to be bound by the terms of the Price Plan Rules. If you do not wish to be bound by the terms of the Price Plan Rules please do not access or use the Services as your access and use will indicate to us that you agree to be bound by the terms stated below.

In the event of any conflict these terms shall prevail. Capitalised terms in these Price Plan Rules have the same meaning as used in the General Terms for Services, unless specifically defined in these Price Plan Rules.

## Price Plan Rules

1. Three Broadband Unlimited plan is available to employees of companies where an agreed Affinity has been put in place with Three and are subject to status, upgrade eligibility and credit check. A minimum contract term (“Minimum Term”) of 18 months applies which is agreed by you when connecting to this 3Mobile Broadband Price Plan. Your agreement may be provided in writing or recorded during a telephone or online sales process. (PLEASE NOTE: The Three Broadband Unlimited plan is subject to the restrictions specified in section 11 below.)
2. PLEASE NOTE: If you cancel your 3Mobile Broadband Unlimited Price Plan within the MinimumTerm of the contract then you will be required to pay Three the balance of the total aggregate standard monthly recurring charges up to the end of the Minimum Term.
3. Paperless billing is the default billing option for all customers on 3Mobile Broadband Unlimited.
4. You can use Three 4G if you have a compatible device purchased from Three, a compatible SIM and if you are in 4G coverage area provided by Three (see [three.ie/explore/coverage-checker](http://three.ie/explore/coverage-checker) for coverage details). Outside of 4G coverage areas you will get 3G coverage in areas with 3G coverage (see [three.ie/explore/coverage-checker](http://three.ie/explore/coverage-checker) for coverage details). The coverage checker is a guide and is not a guarantee of signal coverage. Over the air settings will be sent to your device after we enable you to access 4G. Your device must be switched on to receive this. It may take up to 24 hours for your 4G service to commence.
5. You acknowledge that data speeds vary and depend on factors such as device capabilities, location and network congestion.
6. It is your responsibility to ensure that your SIM is compatible with the device intended for use. Certain SIM cards will not support 4G. If your device is not a 4G compatible, it will not support 4G access. For further details check [www.three.ie/business/4G](http://www.three.ie/business/4G).
7. If you change your 3Mobile Broadband Unlimited Price Plan then you must agree a new MinimumTerm. You can only move to another Price Plan within your Minimum Term on such terms as agreed by Three
8. A data usage limit applies per monthly bill cycle on 3Mobile Broadband Unlimited Price Plans and data usage in excess of the relevant usage limit is charged an out of bundle rate as detailed at [www.three.ie/business/solutions/broadband-plans/](http://www.three.ie/business/solutions/broadband-plans/). Unused data will not be carried forward to the next bill cycle. The inclusive data on Three Broadband Unlimited price plan are for us on the network within Ireland (excluding Northern Ireland) only and excludes all data usage while roaming (also excludes roaming in EU). See <http://www.three.ie/business> for upto date details on data roaming charges.

9. For the avoidance of doubt your data allowance for use in the EU under your plan, will not be counted towards the data roaming spend cap provided for under the EU Roaming Regulations.
10. Three continuously monitors network performance to ensure that the service received by customers is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long periods). Should your data usage on 3Mobile Broadband Unlimited Price Plan exceed 750GB in a billing cycle and your usage affects other network users, we reserve the right to limit the Service or charge for this usage. If you do not comply with a direction from Three to stop or change the nature of your Three service use, Three may suspend, modify or restrict your use of the services or terminate your access to the network.
11. Additional charges apply if you use your 3Mobile Broadband SIM card for services other than 3Mobile Broadband. For additional rates of calls, texts, texts to premium rate numbers, directory enquiries numbers, MMS and other texts see [www.three.ie/business/solutions/broadband-plans/](http://www.three.ie/business/solutions/broadband-plans/). All charges exclude VAT unless otherwise stated.
12. 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 where an account subscriber requests an Add-on.
13. Data usage will be applied in the following manner:
  - i. Price plan inclusive data
  - ii. Purchased Add Ons
  - iii. Out of bundle rates
14. It is a condition of these Business 3Mobile Broadband Unlimited plan that customers agree to pay amounts due to Three by direct debit and continue to do so.
15. Additional charges on top of either the Monthly Recurring Charge ("MRC") may apply depending on your usage where you exceed your monthly allowance.
16. Three reserves the right not to apply the discounted MRC for either part or whole of the Promotional Period to customers whose account is in arrears.
17. MRC offer is not available with any other promotion, offer or discount and may not be available with all Three affinity schemes. Three reserves the right to withdraw the Offers either generally or in respect of any particular customer at any time and to vary or amend any element of the Offers at any time without further notice. These terms and conditions may be varied or amended by Three for any valid commercial, technical or operational reason.
18. These Price Plans are effective 1<sup>st</sup> of January 2018

The Price Plan and Price Plan Rules may be varied or amended by Three for any reasonable commercial, technical or operational reason.