3Business Basic, 3Business Standard, 3Business Advanced, 3Business Premium, 3Business SIMO Standard, 3Business SIMO 30 Day (each a "Price Plan).

1. These Price Plan rules are in addition to your Three terms for Services at <u>https://www.three.ie/pdf/three-telecommunications-services-including-fixed-services-TIHL.pdf</u> 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 Three 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) as set out at the Business Pricing pages at https://www.three.ie/legal/pricing/. 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. The Roaming Day Pass Add-on*** comes with the 3Business Standard, 3Business Advanced and 3Business Premium Price Plans, find out more <u>here</u>. To opt out of a Pass you should contact your account manager, Three Customer Care or visit My3.

5. A 24 month Minimum Term applies to each of 3Business Basic, 3Business Standard, 3Business Advanced, 3Business Premium. 3Business SIMO Standard has a 12 month Minimum Term and 3Business SIMO 30 Day has a 30 day Minimum Term.

6. Where you wish to terminate the contract during the respective 24 month, 12 month or 30 Day Minimum Term, or migrate to a plan that has lower monthly recurring charge, you must pay an early termination fee. This fee is calculated by multiplying the number of remaining months or part thereof in the Minimum Term by the monthly recurring charge of the Price Plan.

7. Where you are permitted to upgrade your handset before your existing Minimum Term has expired, your Price Plan Minimum Term will not commence until you have completed your existing Minimum Term.

8 Out of allowance, minutes will be charged on a per minute basis on the Price Plans.

9. You cannot move to another Business price plan with a lower value monthly recurring charge until your existing plan Minimum Term with Three has expired.

10. Where you move from another price plan to any of these Price Plans, you will be unable to move back to the initial price plan.

11. The authorised account contact who has the authority to act for you the business 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. Each of these Price Plans is 5G enabled. It is your responsibility to ensure that your SIM is compatible with the handset intended for use. If your handset is not a 5G compatible handset, it will not support 5G access. For further details and Three 5G coverage see www.three.ie/5G.

14. Your 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. For the avoidance of doubt your data allowance for use in the EU* under your Price Plan will not be counted towards the data roaming spend cap provided for under the EU* Roaming Regulations.

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

17. Call and text usage will be applied in the following manner:i. Price Plan allowanceii. Purchased Add-onsiii. Out of allowance rates

18. EU* Data usage will be applied in the following manner:i. Price Plan inclusive dataii. Purchased Add-Onsiii. Out of bundle rates

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

20. The 3Business Basic Price Plan includes a per-billing-cycle allowance of 200 minutes and 200 texts. 3Business Standard, 3Business Advanced, 3Business Premium, 3Business SIMO Standard and 3Business SIMO 30 Day includes a per-billing cycle of 10,000 minutes and 10,000 texts per billing cycle.

21. Your inclusive allowance for voice minutes can be used for calls made in Republic of Ireland to Irish mobile or landline numbers, calls to Republic of Ireland non-geographic numbers (1850, 1890, 0818 and 076) and calls made in the EU* to Irish or EU* landline or mobile numbers. Roaming calls outside the EU* and call and texts to international numbers are charged at published rates at https://www.three.ie/legal/pricing/ (excluding any inclusive EU* roaming, USA/Canada roaming allowances (only on 3Business Premium Price Plan) and excluding the international allowances** of 150 minutes on 3Business Standard & 3Business SIMO Standard, 500 minutes on 3Business Advanced and 10,000 minutes on 3Business Premium) as published in price guides https://www.three.ie/legal/pricing/). All other premium rate numbers including satellite, special numbers and non-geographic numbers are excluded from all allowances. Directory enquiries and all other call types are charged at rates as set out on our website at https://www.three.ie/legal/pricing/

22. 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 published rates https://www.three.ie/legal/pricing/ (excluding any inclusive EU* roaming, USA/Canada roaming allowances (only on 3Business Premium Price Plan) and excluding the international allowances** of 150 texts on 3Business Standard & 3Business SIMO Standard, 500 texts on 3Business Advanced and 10,000 texts on 3Business Premium) as published in price guides https://www.three.ie/legal/pricing/).

All texts to premium rate numbers including satellite, special numbers and non-geographic numbers and MMS are excluded from all allowances. Directory enquiries and all other text types are charged at rates as set out on our website at https://www.three.ie/legal/pricing/

23. 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.

24. Your Price Plan comes with the All you Can Eat Data service in the Republic of Ireland (ROI). 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/legal/. For plan allowances and the surcharge which applies if you exceed your roaming fair usage limit, please see the Price Guide at https://www.three.ie/legal/pricing/

For full terms of the All you Can Eat Data service please see <u>http://www.three.ie/legal/business/</u> Please note that neither of clause 3 or clause 4 of the All You Can Eat Data terms apply to these Price Plan terms. There is no limitation on the use of terminal equipment with these Price Plans.

25. These Price 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 published rates at https://www.three.ie/legal/pricing/

See <u>https://www.three.ie/legal/pricing/</u> for charges for data usage in excess of your allowance.

26. 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 data roaming outside the EU* is charged at a per MB level (except where there is an Add-on which comes with the Price Plan e.g. Roaming Day Pass add-on*** providing 1GB of data per day included on the 3Business Standard, 3Business Advanced and 3Business Premium Price Plans). For Roaming Day Pass Add-on terms see here. See https://www.three.ie/legal/pricing/

for 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.

27. The 3Business Premium Price Plan includes Unlimited⁺ Data which can be used within the US/Canada and 10,000 minutes and 10,000 texts that can be used to call/text home to Ireland or to

call/text a number within the US/Canada. This is a monthly allowance. 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). See https://www.three.ie/legal/pricing/ for charges for data usage in excess of your

allowance.

28. *EU allowances include the following destinations: only: 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, Switzerland, U.K.^, Vatican City.^ U.K. includes Gibraltar, the Channel Islands and the Isle of Man. Andorra per MB rate is as per EU regulated out of bundle rate. See 3.ie/roaming

29. **International allowances are for calls to international mobiles and landlines and texts to international mobiles in the following destinations only: UK^, EU*, Andorra, Australia, Brazil, Canada, China, India, Israel, Japan, Mexico, New Zealand, Pakistan, Philippines, Russia, Saudi Arabia Singapore, South Africa, Switzerland, Thailand, Turkey, United Arab Emirates, USA, Vietnam Intl Band 1: Albania, Bangladesh, Macedonia, Moldova, Taiwan, Ukraine Intl Band 2: Algeria, Argentina, Armenia, Azerbaijan, Bahrain, Belarus, Georgia, Indonesia, Iran, Iraq, Korea (Republic of), Kuwait, Lebanon, Malaysia, Nigeria, Palestine, Sri Lanka, Zimbabwe. Subject to availability to destination networks which may change.

All calls and texts to premium rate numbers including satellite, special numbers and non-geographic numbers are excluded. Directory enquiries and all other call & text types are charged at rates as set out on our website at https://www.three.ie/legal/pricing/

You should request for any barring of international services to be lifted from your account if you wish to use this feature. Standard credit management procedures will apply. A minimum one minute is charged for any International call. The standards rates for international calls and text apply when Price Plan allowances are used.

30. ***Roaming Day Pass Add-on terms can be found <u>here</u>.

31. [†]Unlimited Data Allowances are truly unlimited however should your data usage affect other network users, we reserve the right to limit the Service.