

Three Ireland (Hutchison) Limited (“Three”) Prepay Plan – Three Total Talker (the “Plan”) Terms &

Conditions

1. The following terms and conditions of the Plan are in addition to and form part of the terms and conditions of the Three Ireland (Hutchison) Limited ("Three") terms of service available in the Small print Guide which is available on three.ie. In the event of any conflict the terms and conditions below shall prevail.

2. You must select your preferred price plan when connecting to Three. You must Top Up by €20 or more in one go to trigger the Plan by means of any of the methods made available by Three from time to time and may thereafter use the Service for a certain fixed period as advised by Three from time to time. If you Top Up by less than €20, credit will be applied to your account. This credit can be used for services not represented in the Plan allowances. Plan allowances are as set out at section 4 below. The amount of the credit will reduce as a result of the Service being used according to charges as set out at <https://www.three.ie/legal/pricing.html>

No Services may be made once all credit has been used (with the exception of calls to the emergency services). Prepay Top-up vouchers must be activated within 90 days of purchase.

3. Any unused credit shall expire 180 days following voucher activation or application of credit to your account. This 180 day expiry period also applies to any credit on your account which has been accumulated on other Three prepay plans if you move to the Plan. However, any promotional bonus credit applied to your account as a bonus for customers who meet eligibility criteria as provided by Three for various promotions will have an expiry period of 30 days, unless otherwise advised by Three in a particular promotion.

4. The Plan includes unlimited any network minutes for use in Republic of Ireland and the EU (when roaming in the EU), 10GB of Data for use in Republic of Ireland and the EU (when roaming in the EU) and 3,000 any network texts for use in Republic of Ireland and the EU (when roaming in the EU)

(collectively called the “Plan Benefits”) for €20 Top Up. Minutes and texts are only available for calls and texts to Irish and EU networks (when roaming in the EU).

5. The Plan Benefits apply for the 28 day Plan Benefit period succeeding your Top Up.

You will be contacted by Three if your usage exceeds our Fair usage policy. Three reserves the right to charge customers who persist in using the service where such usage has been deemed excessive or to suspend, at its absolute discretion, modify or restrict your use of the service or to disconnect you from the Three network. Any usage over these limits will be charged at standard Three Prepay rates set out at

<https://www.three.ie/legal/pricing.html>

6. Your unlimited minutes apply to calls to any network mobile and landlines numbers in the Republic of Ireland and on EU networks (when roaming in the EU). It excludes international, premium rate and directory enquiries calls. All out of allowance calls to Irish and EU landlines and mobiles from ROI or while roaming in the EU and UK are subject to a call connection fee of 12c.

7. Your 3,000 texts apply to text messages to any network mobile numbers in the Republic of Ireland and the EU (when roaming in the EU). Excluded are texts to landlines, international texts, premium rate texts and picture messages.

8. When you Top Up by €20 or more in one transaction the Plan will activate. This €20 Plan activation charge will apply each time you Top Up by €20 or more in one transaction.

9. If you need to Top Up again during your 28 day Plan Benefit period, it is recommended that you Top Up by less than the minimum amount if you want to retain the Plan Benefits for your existing 28 days Plan period. i.e. €5, €10 or €15 Top Up. A top up by €20 or more within an existing 28 Plan period will re-activate the Plan and a new 28 day Plan period will commence.

10. The Plan Benefits will only be applied once you Top Up by €20 or more in one transaction.

11. The Plan Benefits will expire after 28 days if unused.

12. You must Top Up by the minimum €20 amount, as specified above, every 28 days in order

to receive the Plan Benefits, otherwise standard Three Prepay base rates set out at

<https://www.three.ie/legal/pricing.html> will apply.

13. You may only avail of one set of Top Up Plan benefits at a time. When you select this Plan, it will replace existing Plan Benefits and the 28 day period for any existing Plan Benefits will immediately come to an end.

14. There is no carry over of unused Plan Benefits if you change Top Up offers or complete a new minimum amount Top Up before or after your 28 day Plan period expires.

15. If you are on a different Plan and change to the Three Total Talker Plan, no benefits associated with your previous plan will be carried over to the Three Total Talker Plan.

16. If you switch from 3 Prepay to 3 Bill Pay, no part or element of the Plan will be carried over.

17. Access to 5G is strictly subject to a customer's handset 5G capability and 5G network coverage.

18. A reminder will be sent via SMS to customers on the Plan close to the end of the 28 day period to advise that your Plan Benefit Period is nearing expiry. Three does not warrant or represent that it shall send such a reminder and it shall not be responsible for any liability incurred by Customers as a result of its failure to do so.

19. It is not possible to purchase a Top Up or to trigger the Plan from any Three Prepay credit you may have on your account balance.