

# Three Ireland (Hutchison) Limited

## General Terms and Conditions - Telecommunications Services

### 1. Contract with Three

The Contract with Three for Telecommunications Services is made up of the following:

- (1) the General Terms and Conditions – Three Telecommunications Services; and
- (2) the Three Privacy policy at <https://www.three.ie/legal/policies/privacy-notice/> and any Acceptable Use Policy; and
- (3) the Price Plans and Price Plan Rules which Three makes available from time to time; and
- (4) the Customer Agreement Form.

The Contract constitutes a legally binding agreement between Three Ireland (Hutchison) Limited, a company registered in the Republic of Ireland under Companies Registration Office number 316982 with a registered office and regular place of business located at 28/29 Sir John Rogerson's Quay, Docklands, Dublin 2, Ireland ("**THREE**") and the company, corporation or other legal entity specified in the Customer Agreement Form ("**Customer**").

### 2. Commencement of Services, Term and Minimum Term

2.1 The Contract is effective from the Service Commencement Date and will continue until it is terminated, cancelled or suspended in accordance with the terms of the Contract. The Customer acknowledges and agrees that the Contract is effective from the Service Commencement Date for Minimum Terms in respect of certain Price Plans requested by the Customer in the Customer Agreement Form.

2.2 Should the Customer terminate either a particular price plan or the contract prior to the end of a minimum term, the Customer will be immediately liable to pay three the termination charges.

2.3 In the event that the Customer terminates a particular Price Plan during a Minimum Term and continues to receive other Services pursuant to separate Price Plans, the Customer will (1) be liable for the Termination Charges arising in respect of such termination and (2) cease to be a customer of the particular Price Plan so terminated and will be deemed to have terminated only the particular Price Plan for the purposes of the Contract. Where in such circumstances the Customer continues to receive Services pursuant to separate Price Plans, THREE will charge for such Services at the then current THREE rates.

### 3. Services Description and Restrictions

3.1 Provision of the Services by THREE is dependent on acceptance by THREE of (1) a completed Customer Agreement Form, or (2) the required Customer authorisation being captured via Call Recording, or (3) the Customer having completed the application process for the Services via [www.three.ie](http://www.three.ie) in accordance with THREE's procedures and compliance at all times by the Customer with the terms of the Contract.

3.2 THREE will use reasonable efforts to provide the Services subject to technical and commercial feasibility. However, the Customer acknowledges that it is not technically possible to provide or

guarantee the provision of the Services on an uninterrupted, fault free or error free basis. THREE will use reasonable efforts to remedy any faults with the Services which materially impair performance of the Services in so far as the material impairment is directly attributable to aspects of the Services which are directly controlled by THREE.

3.3 THREE may in its discretion for operational, technical or commercial reasons determine that it may not be able to provide some or all requested components of the Services and reserves the right to offer the Customer the remaining components of the Services requested by the Customer.

3.4 THREE will use all reasonable efforts to provide the Services by any date agreed with the Customer but the Customer acknowledges that all dates are estimates and THREE has no liability for any failure to provide the Services by any specific date.

3.5 THREE reserves the right to vary or change the Contract for operational, technical, commercial or other reasons, subject to clause 22.

3.6 In the event that the Customer has been provided with a service which is equivalent to the Fixed Services prior to the Service Commencement Date, then THREE will, where possible and reasonably practicable, facilitate the Customer by requesting a Service Transfer to THREE. THREE makes no guarantee that a Service Transfer will be possible or that the Fixed Service will be free from interruption while performing a Service Transfer and THREE will not be held liable to the Customer for any losses or adverse consequences arising during the Service Transfer.

3.7 The Customer acknowledges and agrees that where either a fixed or dynamic internet protocol address is provided to the Customer as part of the Fixed Services, such an internet protocol address will at all times remain the sole property of THREE and/or its licensors and is provided to Customer by way of limited internal license and solely for use in association with the Fixed Services.

3.8 The Customer will at no time acquire any rights or title in the numbers and/or codes allocated to it by THREE. THREE reserves the right to withdraw or replace any numbers or codes allocated to the Customer for operational or technical reasons or where any such withdrawal is required by any applicable Law. Where numbers or codes are to be withdrawn or replaced, THREE will use reasonable efforts to provide the Customer with reasonable notice having regard to the circumstances of the withdrawal or replacement.

3.9 THREE does not guarantee access to Third Party Content on the Internet and THREE does not accept responsibility or liability in any way where Customer accesses or downloads Third Party Content from the internet or uploads or transmits content using the THREE Services.

#### **Additional Service Restrictions - Landline Services**

3.10 The application by the Customer for Landline Services is subject to the Customer having a Universal Account Number and is in respect of individual Lines and not the Customer's entire telephone account (unless otherwise specified on the Customer Agreement Form). The Customer must specifically elect on the Customer Agreement Form in respect of each Line which the Customer wishes to have the Landline Services provided.

3.11 The Customer accepts and acknowledges that (i) the Access Provider will bar access to all carrier select and carrier access codes on telephone lines that have Single Bill applied; and (ii) override codes are not available for use by the Customer in conjunction with the Landline Services. The Customer accepts that THREE will have no liability for any losses or damages which arise from

not providing the Landline Services in the event that such restrictions are not accepted by the Customer.

3.12 The Customer agrees that it will not (and agrees not to permit any third party to do anything similar) (1) attach anything directly or indirectly to a Line; (2) place anything in electrical connection with a Line; or (3) use anything in such a way that it is capable of transmitting or receiving any message, signal or communication to or from a Line.

#### **Additional Service Restrictions - Fixed Broadband Services**

3.13 During the delivery and installation of Fixed Broadband Services, the Customer may experience a temporary loss of its analogue direct exchange line service. If the Customer is converting ISDN to PSTN the Customer may experience loss of ISDN service. Any Customer availing of Fixed Broadband Services which are fibre based will experience downtime on Service as an engineer assisted installation is required. THREE will not be liable to the Customer for any losses or damages which arise during any such periods of loss of service.

3.14 In the event that the Customer has ISDN and/or any type of monitored alarm system on its phone line, or for certain other reasons, it may not be able to avail of the self-install option for Fixed Broadband Services.

The Customer accepts that THREE may not be able to confirm this position at the point of sale with the Customer and that THREE accepts no liability in this regard. The Customer acknowledges that the Fixed Broadband Services will not be compatible without correct installation. THREE may in its discretion offer to provide a THREE engineer or third party engineer acting at the direction of THREE to install the Fixed Broadband Services (standard charges apply). THREE reserves the right to apply standard charges where agreed appointment dates are not observed by the Customer. Depending on the profile of the Customer Equipment and the Customer Premises a visit (or multiple visits) by an installation engineer may be required.

3.15 The Customer must have an analogue direct exchange line which terminates on a master socket forming part of the PSTN network and the Customers Line must pass all pre-qualification testing carried out by THREE and/or the Access Provider (as applicable) and must also be capable of activation for the Fixed Broadband Services and continuing receipt of the Fixed Broadband Services. The installation of Fixed Broadband Services which are fibre based will involve changes to the existing Customer Equipment maintained at the Customer Premises.

3.16 The Fixed Broadband Services may be restricted to certain Customers whose telephone lines are within the Service Availability Area or for other technical reasons which may prohibit/restrict THREE from pre-qualifying certain Customers or disqualifying certain Customers at a later time.

3.17 The Customer acknowledges that the bit rates or 'Up To speeds' specified in Price Plans in respect of Fixed Broadband Services may be reduced by contention within the Network from time to time and that THREE cannot and does not guarantee that the Fixed Broadband Services will achieve any specific speeds.

3.18 In the event that the Customer exceeds their Monthly Download Allowance provided in connection with a Price Plan, THREE reserves the right to charge the Customer for any such excess download and the Customer will pay such charges at the prevailing rate.

#### **Additional Service Restrictions - Mobile Services**

3.19 The Customer may only use the Mobile Services outside the Republic of Ireland if certain additional roaming facilities are made available by THREE. Additional terms and charges may apply if the Customer is using the Mobile Services outside the Republic of Ireland. Please refer to **www.three.ie** and the Price Plan chosen for further details on roaming.

3.20 If the Customer is transferring existing mobile services to the Network from another mobile operator, the Customer will have to comply with the porting requirements of this mobile operator and also the THREE porting requirements.

3.21 THREE may be unable to transfer and port the Customer's mobile number(s) to the Network for the purposes of availing of Mobile Services if the Customer has not complied with the porting requirements of the mobile operator the Customer is transferring from or the THREE porting requirements.

3.22 Any existing credits and allowances the Customer may have with another mobile operator will not be transferred to THREE. THREE does not guarantee or provide any commitments that the Customer's numbers can be transferred to THREE.

3.23 Certain services which the Customer is able to receive from other mobile operators may not be available on the Network and the Customer may need to obtain SIM security or network locking functions removed by the mobile operator that the Customer is transferring from.

3.24 THREE may reject the Customer's request to transfer to the Network if any information provided to THREE as part of the porting process is inaccurate or false or if the Customer owes any money to the mobile operator the Customer is transferring from or for other valid technical and operational reasons. Please refer to **www.three.ie** for further details of the THREE porting policy.

3.25 Any insurance services availed of by the Customer in respect of Mobile Equipment is provided by third parties and does not form part of the Customer's Contract with THREE.

#### **4. THREE Fixed Services Equipment/Access Provider Equipment**

4.1 The THREE Fixed Services Equipment remains the property of THREE or the Access Provider at all times and is provided and made available solely in respect of the Services and for no other use.

4.2 The Customer agrees not to add to, modify or in any way interfere with the THREE Fixed Services Equipment, will be responsible for the safe-keeping and proper use of the THREE Fixed Services Equipment, will maintain any THREE Fixed Services Equipment dispatched in advance in a state of preparedness for installation and will be liable for any damage caused to the THREE Fixed Services Equipment located or used at the Customer Premises (fair wear and tear excepted). Upon expiry or termination of the Contract for any reason, the Customer will, at Customer's expense, be responsible for returning the THREE Fixed Services Equipment without undue delay to THREE at such address as THREE may advise.

4.3 The Customer will ensure that all THREE and Access Provider instructions are followed correctly in accordance with the instruction manual for each piece of THREE Fixed Services Equipment and THREE accept no responsibility or liability owing to the Customer's failure to follow instructions provided or made available by THREE.

4.4 The Customer will comply with and agrees to be bound by all conditions of any license or instructions under which the THREE Fixed Services Equipment or any third party technology is

provided or made available as part of the Services and will ensure that all persons having access to the Services or the THREE Fixed Services Equipment comply with the terms and conditions of the Contract.

## **5. THREE Mobile Equipment (Locked to the THREE Network)**

5.1 The THREE Mobile Equipment is locked to the Network and the Customer is restricted from using the THREE Mobile Equipment on any other network (unless the Customer is roaming). Should the Customer wish to use the THREE Mobile Equipment on any other network the Customer must meet certain conditions before THREE can supply the Customer with an unlocking code. The Customer must not permit the THREE Mobile Equipment to be unlocked from the Network by anyone other than THREE or the THREE Mobile Equipment manufacturer. Please see the THREE unlocking policy on [www.three.ie](http://www.three.ie) for further information on the ways THREE lock THREE Mobile Equipment to the Network.

5.2 The Customer does not own the SIM Card provided as part of the Mobile Services. THREE owns the SIM Card and THREE grants the Customer a license to use the SIM Card for gaining access to the Mobile Services and for no other purpose. The SIM Card must be returned to THREE on request.

## **6. Customer Equipment**

6.1 Customer Equipment must be connected and used in accordance with any instructions and any safety or security procedures applicable to the use of such Customer Equipment and must be technically compatible with the Services and approved for that purpose under any relevant Law.

6.2 The Customer may choose to use their own Modem for access to the Fixed Services. However, THREE will not support this Modem or make any assurances as to the quality of Fixed Services accessed through use of this equipment. Additionally, if the Customer chooses to use their own equipment for access to/use of the Fixed Services, THREE will be in no way responsible for any damage done to the Customer Equipment or impairment to the Services arising as a result.

6.3 The Customer is responsible for providing, configuring and maintaining necessary Customer Equipment and other computer hardware, software and telecommunications equipment (where applicable) and services necessary to the provision, access and use of the Fixed Services.

## **7. Access and Site Regulations**

7.1 The Customer hereby authorises THREE and/or the Access Provider to install and connect any equipment necessary to provide the Fixed Services or the Mobile Services to the Customer.

7.2 Anyone acting on THREE's behalf will observe the Customer Premises regulations previously advised in writing to THREE. In the event of any conflict between the Customer Premises regulations and the Contract, the Contract will control and prevail.

7.3 THREE may need to access the Customer Premises from time to time (for example, for installation, repairs, maintenance or upgrades or to recover THREE Fixed Services Equipment when this Contract expires or is terminated) and Company agrees not to unreasonably withhold access permissions in this regard.

7.4 The Customer will provide a safe and suitable working environment for THREE personnel and/or anyone acting on THREE's behalf that has a requirement to visit any Customer Premises in furtherance of the subject matter of the Contract.

## **8. Services (Use by the Customer)**

8.1 The Services provided by THREE are provided solely for the Customer's own internal use and strictly for the purposes of the Contract and the Customer will not resell, share, lease, hire, exploit or permit access to the Services (or any part of the Services) to any third party through use of direct cable connection, network connection, wireless networking or any other means. THREE reserves the right to suspend the Services pending investigation where it reasonably suspects any of the above requirements have been breached by the Customer and reserves the right to terminate the Contract immediately where such breach has taken place.

8.2 The Customer will only access and use the Services as permitted by THREE, will comply with all reasonable instructions given by THREE and will not attempt to circumvent any Services security at any time.

8.3 The Customer agrees not to use the Services (or allow any third party to use the Services) for any purpose or in any manner that:

8.3.1 does not comply with the terms of the Contract, any Law or any license or authorisation that relates to the Customer or THREE;

8.3.2 is in any way unlawful or causes any nuisance;

8.3.3 does not comply with any reasonable instructions given to THREE by the Access Provider or other competent authority;

8.3.4 would result in THREE being in breach of any agreement between THREE and the Access Provider;

8.3.5 constitutes a violation or infringement of the rights (including intellectual property rights) of any person, firm or company;

8.3.6 may cause degradation of service levels to other THREE customers as determined by THREE or have an adverse effect on the Network;

8.3.7 does not comply with any reasonable instructions provided by THREE from time to time; or

8.3.8 constitutes (in the reasonable opinion of THREE) the making of a call to or from a 'Mobile Gateway' or 'SIM Box'; or

8.3.9 is otherwise than in accordance with the Acceptable Use Policy.

## **9. Maintenance and Customer Care**

9.1 Prior to the Service Commencement Date, and where necessary for the continuing provision of the Fixed Services, THREE and/or the Access Provider may perform a survey of the Customer Premises.

9.2 THREE will respond to reported faults with the Services without undue delay by taking Network management measures it deems appropriate. THREE reserves the right to endeavour to resolve reported faults remotely but in certain instances an engineer visit from THREE agents, the Access Provider or a third party engineer as recommended by THREE may be required (standard engineer visit charges will apply). THREE will notify the Customer if the fault exists outside the Network boundary.

THREE will endeavour to rectify the fault in liaison with the Access Provider as soon as reasonably practicable according to the Access Provider service maintenance conditions. No liability will be accepted for any loss or damage arising as a result of an interruption in the Fixed Services during such maintenance or repair time.

9.3 For the purposes of providing new connections, changing routing tables, updating facilities and general inspection, repair and maintenance, scheduled downtime may be required from time to time. THREE will use its reasonable efforts to schedule Planned Maintenance at times and on dates that are designed not to materially impact on the Customer's operations.

9.4 THREE will provide a customer care help desk facility for the reporting of faults with the Services by the Customer and advice on the day to day use of the Services.

9.5 The Customer will contact THREE in the event that it wishes to alter any aspect of the Services including, without limitation, the addition of a Line, changes to a Line and changes in the Customer's Premises where the Fixed Services are provided.

## **10. Charges and Payment**

10.1 The Customer agrees to pay all Charges for the Services set out in the Price Plans in accordance with the terms of the Contract and applicable Price Plan Rules. Charges are payable and due as and from the Service Commencement Date. Payment must be made by the date the payment is due as displayed on the Customer's bill. The Customer may continue to be billed separately by the Access Provider for any Single Billing Product Exclusions that may apply in respect of Fixed Services. THREE reserves the right to charge interest on any overdue amount at 2% p.a. above the AIB plc base lending rate as varied from time to time until any outstanding amount due to THREE has been paid in full.

10.2 Unless otherwise stated, all quoted Charges are in euro (€) and will be exclusive of Value Added Tax (VAT).

10.3 Should the Customer disagree with any of the Charges appearing on a bill, the Customer should contact THREE before the due date of payment. Following investigation by THREE, should these Charges be deemed incorrect, the amount payable will be updated in a subsequent invoice. If correct the full amount remains due.

10.4 Other than in the case of manifest error, Charges will be calculated by reference to the data recorded or logged by THREE and THREE's determination in respect thereof is final. As some usage of the Services takes longer to bill, the Customer may be billed for charges incurred in a prior billing period.

10.5 THREE reserves the right to apply Charges in relation to cessation, connection and reconnection of the Services (where required).

10.6 The Customer agrees and acknowledges that for reasons of rate rounding, Charges quoted may differ from Charges invoiced. Any such rate rounding will be carried out in a commercially reasonable manner and in good faith. Where the Customer has multiple services with THREE, and because of this receives a discount on Charges, then in the event that one of the multiple services with THREE is terminated for any reason whatsoever or howsoever arising then the Services which the Customer continues to receive will be charged at the standard THREE Charges applicable to such Services at the time of such termination.

10.7 THREE may set a credit limit on the Customer's account. THREE may increase, decrease or remove this credit limit without notice. If the Customer exceeds the credit limit set by THREE, THREE may suspend any or all of the Three Services the Customer uses until the Customer has made a payment to its account. The Customer should not use the credit limit for budgeting as the amount the Customer owes is not capped or limited by any credit limit we set. The Customer may contact Three Customer Services at any time to find out its then current credit limit.

10.8 If you have been accepted as a Customer under the terms of our Advance Payment Scheme, we will hold your advance payment or deposit until your bills have been paid in full and by the due date for six consecutive months. After the period, you may request us in writing to refund your advance payment, which will be credited to your account unless you ask otherwise. If you fail to pay your bills in full by the due date, we reserve the right, in addition to our rights, to set off your advance payment against unpaid bills.

## **11. THREE Warranties**

11.1 THREE warrants that (i) the Network and the Services (including any subsequent versions, upgrades, enhancements, modifications) will not knowingly infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary right of any third party; and (ii) that the Services will be provided to the Customer from the Services Commencement Date with the reasonable skill and care of a competent telecommunications service provider.

11.2 Subject to Section 11.1, THREE makes no additional warranty whatsoever in relation to the Network, Services, THREE Fixed Services Equipment, THREE Mobile Equipment, service maintenance and its or their operation or use. Any conditions or warranties (whether express or implied by statute, common law or arising from a course of conduct or a previous course of dealing or trade custom or usage) as to quality or fitness for a particular purpose (even if that purpose is made known expressly or by implication to THREE) are, to the fullest extent permitted by applicable law, excluded in full.

## **12. Customer Warranties**

12.1 The Customer warrants that it will at all times comply with the terms, conditions and undertakings provided for in the Contract.

12.2 The Customer will at all times keep THREE indemnified and hold THREE harmless against any claims for loss, damage, costs, expenses, injury or death to third parties howsoever arising (directly or indirectly) out of or in connection with the negligence, breach of duty or care, breach of any term of the Contract or any other act or omission of the Customer in relation to the use of the Services or the making available, publication, access or use by the Customer of Third Party Content while using the Services.

## **13. Liability (Limitation and Exclusions)**

13.1 Nothing in the Contract will limit or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence, nor for any other liability which cannot by law be excluded or limited.

13.2 THREE will not be liable to the Customer for any direct, indirect, special, incidental or consequential loss (including loss of profit) (whether or not foreseeable) as a result of:



13.2.1 the non-availability of any of the Services as permitted by the Contract or for any delay, failure, interruption, connection failure, interception or deterioration in the Services, howsoever arising and including any acts, failures or omissions attributable to the Access Provider;

13.2.2 any third party unauthorised access to the Services or THREE Fixed Services Equipment or THREE Mobile Equipment, or for any loss or damage to the Customer Equipment;

13.2.3 the suspension or termination of the Services or the Contract(as permitted by the Contract);

13.2.4 the failure of the Services due to the incompatibility of the Services with any Customer Equipment or equipment not supplied by THREE;

13.2.5 any charges or penalties, including termination charges and outstanding debts payable to the Access Provider for which the Customer may be liable;

13.2.6 any accessing, publishing or use by the Customer of Third Party Content or other content or data accessed on the Internet while using the Services; or

13.2.7 any data transmitted as part of the Services being altered or lost.

13.3 Except as set out in any indemnity provided in the General Terms and Conditions – Telecommunications Services and this Section 13 and except for the requirements for the Customer to pay all Charges owing to THREE under the Contract , each party's aggregate liability to the other party with respect to the Contract for any claims arising in any annual term of the Contract

(whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) will not exceed 100% of the Charges paid or payable in that annual term.

13.4 Neither party will be liable to the other for any indirect or economic loss including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time or goodwill or loss of data whether in contract, tort, arising as a result of breach of the Contract, negligence or breach of statutory duty or otherwise or the cost of procuring substitute goods or services.

13.5 The Customer accepts that THREE is not responsible for and does not monitor or exercise any control over messages or Third Party Content or other content or data accessed, used or sent using the Services or otherwise available on the Internet, that the security of the Internet as a communication medium cannot and is not guaranteed in any way by THREE and that THREE will have no liability in connection therewith.

#### **14. Suspension of the Services**

14.1 THREE reserves the right to suspend the Services (1) in the event of an emergency; (2) in the event that the Customer fails to comply with the terms of the Contract; or (3) in the event that THREE is unable to obtain a telecommunications service (or a relevant component) necessary for the provision of the Services on terms reasonably satisfactory to THREE.

14.2 Notwithstanding any other term of the Contract, if the Customer fails to pay any Charges due in accordance with the terms of the Contract, THREE may, at its option immediately either (a) restrict, suspend or terminate provision of the Services, and THREE will be released from its obligations under the Contract until any balance due is paid, and/or (b) terminate the Contract without liability or right to compensation for the Customer. In addition, THREE reserves the right to suspend the provision of the Services without liability or penalty in order to:-

14.2.1 Prevent damage to or degradation of the Network which may be caused through use of the Services by the Customer or anyone using the Customer's access; or

14.2.2 Comply with any Law, regulation, court order or governmental request or order (or, in the case of Fixed Services, a request or order from Access Provider); or

14.2.3 Comply with any request of an emergency service organisation; or

14.2.4 Prevent use of the Services which in the reasonable opinion of THREE is fraudulent, defamatory or improper.

14.3 Without prejudice to its right to terminate the Contract, THREE may suspend the provision of the Services in the event that any of the circumstances listed in Section 15 which permit termination of the Contract occur.

14.4 In the event that the Services are suspended due to a breach by the Customer of the Contract, the Customer will continue to pay the non-usage dependent component of the Charges in accordance with the Contract and the applicable Price Plans and Price Plan Rules.

14.5 Where THREE has suspended the Services pursuant to the Contract, THREE will only re-establish a connection to the Services when the Customer remedies all breaches to THREE's reasonable satisfaction. Any such reconnection may require payment of a connection fee and/or the establishment of a direct debit for the payment of all Charges accruing pursuant to the Contract.

14.6 Any suspension of the Services will not exclude THREE's right subsequently to terminate the Contract.

## **15. Termination of the Contract**

15.1 The Customer may terminate the Contract without penalty once the applicable Minimum Terms have expired upon notice to THREE and any such termination will be effective thirty (30) days after the day such termination notice is served on THREE.

The Customer will be liable for all Charges accruing in respect of the provision of the Services during the applicable termination notice period.

15.2 THREE may terminate the Contract at any time without penalty upon 90 days' notice to the Customer.

15.3 Without prejudice to THREE's other rights, THREE will also be entitled to terminate the Contract immediately and without penalty or liability in the event that:-

15.3.1 the Customer fails to pay any Charges due to THREE; or

15.3.2 the Customer is in material breach of any term of the Contract and where such a breach is capable of remedy, the Customer has failed to remedy same within ten (10) Business Days of a request by THREE; or

15.3.3 the Customer is repeatedly or persistently in breach of any term of the Contract; or

15.3.4 the Customer fails to promptly comply with any reasonable request/condition specified by THREE in relation to use of the Services; or

15.3.5 any information supplied by the Customer to THREE is false or misleading; or

15.3.6 THREE is obliged to comply with an order, instruction or request of ComReg, governmental or other regulatory authority, the Access Provider (in respect of Fixed Services) an emergency service organisation or other competent authority; or

15.3.7 THREE is unable to resolve a dispute with any third party upon whom provision of components of the Services is related or contingent; or

15.3.8 where THREE has reasonable grounds to believe that the Customers use of the Services constitutes a breach of any applicable Law; or

15.3.9 the Customer commits, or allows to be committed, a breach to the security and/or integrity of the Network and/or facilities belonging to or managed under the direction of THREE.

15.4 Either party may terminate the Contract if bankruptcy or insolvency proceedings are brought against the other party or an examiner or a receiver is appointed over any property or assets of either party; or if either party makes any voluntary arrangement with its creditors, or if either party goes into liquidation save for purposes of reconstruction or amalgamation.

15.5 In the event that any intellectual property used by THREE for the purposes of providing the Services infringes the rights of any third party, THREE reserves the right to modify or substitute same (provided any such modified or substituted intellectual property does not materially affect Services quality) or in the event that THREE is not in a position to do so on terms satisfactory to it, to terminate the Contract by serving as much notice as is reasonably practicable on the Customer.

15.6 Any termination of the Contract will be without prejudice to the rights of either party accrued before the date of termination, and all Charges accrued under the Contract will remain due and owing to THREE.

15.7 Those clauses and sections, the survival of which is necessary for the interpretation or enforcement of the Contract, will survive termination of the Contract and continue in full force and effect.

15.8 Upon termination of the Contract and the related disconnection of the Services, THREE will release to a new service provider the telephone number(s) used by the Customer in connection with the Fixed Services if all of the following conditions are met: (1) such new service provider is able to accept such number(s); (2) the Customer's account with THREE for the Services has been properly terminated, (3) the Customer's account with THREE for the Services is completely current, including payment for all Charges and applicable disconnection/ Termination Charges; and (4) the Customer requests the transfer upon disconnection of the Customer's account.

15.9 If, on termination of the Contract, any Charges are outstanding, THREE may continue to bar the Customer's Line following termination until all Charges have been paid up to date by the Customer.

15.10 You can end the Contract without paying a cancellation fee if THREE makes publicly known or directly tells you that there is a change to the terms of the Services THREE commits to providing you (unless the change is exclusively to your benefit, or is of purely administrative nature and has no negative effect on you, or is imposed by EU or national law) and you do not accept the change by notifying Three Customer Care in the ways we generally allow or as specified in any notice outlining any such changes of your non acceptance within 30 days of the date we make publicly known or directly tell you about the change. If you do not write to us or contact us in the ways mentioned above telling us that you do not agree to the change within 30 days of the date we notify you then

your continued use of the Services as changed by us indicates that you agree to the change. Cancellation fees shall be as specified in your Price Plan Rules.

#### **16. Confidentiality**

THREE reserves the right at all times to disclose any information as THREE deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

#### **17. Matters Beyond The Parties Reasonable Control**

Neither THREE or the Customer will be deemed to be in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of the Contract due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lockouts, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

#### **18. Assignment**

The Customer will not assign or transfer the benefit of the Contract to any third party without the prior written consent of THREE, such consent not to be unreasonably withheld or delayed. THREE may assign or transfer the Contract to any third party and may subcontract the performance of all or part of the same at any time.

#### **19. Entire Agreement**

The Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of the Contract. Each of the parties acknowledges and agrees that in entering into the Contract, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Contract or not) other than as expressly set out in the Contract.

#### **20. Invalidity**

If any of the provisions of the Contract is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions will not in any way be affected or impaired. In any such circumstances the parties will negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

#### **21. Waiver**

The failure or delay by either party to the Contract to exercise or enforce any right, power or remedy under the Contract will not be deemed to operate as a waiver of any such right, power or remedy; nor will any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

#### **22. Changes to the Contract**

22.1 THREE reserves the right to amend the terms and conditions of the Contract by notifying the Customer of the proposed amendment not less than one (1) month prior to the date of implementation of any such proposed amendment by phone or by post or by email or by SMS text or by uploading them to [www.three.ie](http://www.three.ie) or to any Three application that you are using as part of the Services.

22.2 If we send you notices by post, email or SMS text we will use the contact details you have provided to us as part of the application and registration process. You must tell us about any changes to your contact details.

22.3 We will treat any notices we send you by post, email or SMS text as having been received by you within a reasonable amount of time after we send them. We will treat any notices we make via any Three application that you are using as part of the Services as having been notified to you from the date of publication.

22.4 If THREE makes changes to your Contract you may have a right to end the Contract under Section 15 above but you will not be able to end the Contract under Section 15 if we make a change only in respect of any separate Additional Services or Add Ons. If we make a change to an Additional Service or Add On you will be able to cancel the Additional Services or Add On in the ways we generally allow.

### **23. Directory Services and Data Protection**

23.1 The Customer will be the data controller in respect of any personal data that Three processes in the course of providing the Mobile Services to the Customer and Three will be the data processor.

23.2 Three shall only process personal data under this Agreement in accordance with the reasonable written instructions of the Customer and in accordance with applicable Data Protection Legislation, including in particular:

(a) the adoption of appropriate technical and organisational measures against accidental disclosure, loss or destruction of personal data;

(b) informing the Customer within 72 hours in the event of unauthorised disclosure, loss or destruction of any personal data processed under this Agreement (“Security Incident”) which comes to Three’s attention. Unless required by law or other obligation, Three agrees that it will not communicate with any third party including but not limited to the media, vendors, consumers and affected individuals regarding any Security Incident without the consent and direction of the Customer;

(c) referring to the Customer any requests, notices or other communication from data subjects, the Office of the Data Protection Commissioner or any other law enforcement agency relating to personal data for Customer to resolve;

(d) ensuring that Three personnel processing personal data under this Agreement are under an obligation of confidentiality;

(e) at the cost of the Customer, Three will make available reasonable information necessary to demonstrate compliance with this clause, which shall include, once per calendar year on giving 28 days’ notice the right for the Customer to conduct a reasonable audit of Three to satisfy the Customer that Three is in compliance with this clause 23. Where any instances of non-compliance

are confirmed, the Customer's sole remedy shall be to request Three to remediate such non-compliance within a reasonable timeframe

(f) where requested to do so in writing, and at the cost of the Customer, Three will make available such information and assistance as are reasonably necessary to the Customer to comply with its obligations to

- i. respond to requests for exercising the data subject's rights;
- ii. report personal data breaches, and
- iii. conduct Data Protection Impact Assessments and Prior Consultation with Data Protection Authorities.

23.3 The Customer acknowledges that Three shall transfer personal data to third party sub-contractors (including group companies) to whom disclosure is reasonably necessary in order for Three to carry out the Services and hereby provides its general authorisation to such transfers.

23.4 The Customer further agrees that Three shall transfer personal data disclosed pursuant to this Agreement to such sub-contractors based outside the European Economic Area but only where adequate safeguards are put in place by Three or such sub-contractors to protect such personal data as required under Data Protection Legislation.

23.5 Without prejudice to any other provision of this Agreement relating to termination, on termination of this Agreement, Three shall, on written instructions from the Customer and at its cost, either delete or return all personal data processed as part of the Contract to Customer unless Three is subject to a legal, regulatory or other requirement to retain such personal data.

23.6 The terms 'processing', 'personal data', 'data processor' and 'data controller' shall be as defined in Regulation 2016/679, as amended, modified, consolidated or re-enacted from time to time.

23.7 THREE will, unless the Customer advises otherwise, provide the Customer's details to the National Directory Database for directory enquiries purposes. The Customer may also, as part of this process, request to THREE that THREE indicates the Customer's preferences to receive third party marketing telephone calls.

23.8 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 Contract.

## **24. Export Control**

The Customer agrees, in respect of its use of the Services and performance of the subject matter of the Contract, to be responsible for and to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

## **24. No Partnership**

Nothing in the Contract will create, or be deemed to create, a partnership between the parties.

## **25. Dispute Resolution Scheme – Regulations**

25.1 The method for contacting THREE with regard to any dispute the Customer may have is set out in the Code of Practice, found on [www.three.ie](http://www.three.ie) or may be obtained by contacting THREE Customer Care. The Regulations are available on the website of the Department of Communications, Energy and Natural Resources at [www.dcmnr.gov.ie](http://www.dcmnr.gov.ie). ComReg, (or an independent person appointed by ComReg) may resolve disputes in relation to the Regulations which remain unresolved after due completion of the procedures set out in the Code of Practice. Contact information for ComReg is provided in the Code of Practice.

25.2 Details on the maintenance services provided by THREE and how to request a refund or compensation from THREE for failures by THREE to meet contracted service quality levels are set out in the THREE Code of Practice.

## **26. Using Emergency Services**

The Customer can use the Services to access emergency services free of charge. In accordance with mandatory regulatory requirements, the Customer's caller location data may be passed to the emergency services. Please note that the Customer's ability to access emergency services in this way is dependent on the type of THREE service that the Customer is using and the Customer may be restricted from accessing emergency services because of operational and technical circumstances beyond the control of THREE.

## **27. Operative Law**

The Contract, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) will be governed by and interpreted in accordance with the Laws of the Republic of Ireland and THREE and the Customer agree to submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

## **28. Definitions**

**"Acceptable Use Policy"** means the Services use policy that sets out how the Customer may use the Services as published by THREE on THREE's website [www.three.ie](http://www.three.ie) (The Acceptable Use Policy may be amended by THREE from time to time).

**"Access Provider"** means the company which provides physical telephone lines and associated telephone numbers from which THREE rents or leases such line(s) and number(s) in order to provide the Fixed Services to the Customer.

**"Add On"** means additional allowances or services which may be purchased (as detailed on [three.ie](http://three.ie) and other customer documentation).

**"Additional Services"** means additional services for which a charge is made in addition to the fixed recurring charges specified in your Price Plan.

**"Advanced Payment Scheme"** means the scheme operated by Three where certain customers who do not satisfy Three's normal credit terms, may be offered Services, subject to making an advance payment or deposit.

**"Business Day"** means any day when the main clearing banks are open for general business in Dublin, Ireland.

**"Call Recording"** means the telephone based service used by THREE to obtain the necessary information, consents and Customer agreement that is required to approve the provision to the Customer of the Services.

**"Carrier Pre-Selection" or "CPS"** means the facility whereby a Customer may pre-select a telecommunications service provider to carry calls. For the avoidance of doubt, in selecting the Single Bill component of the Services the Customer confirms that it is selecting the "All Calls" option for the purposes of SB-WLR as defined below.

**"Charges"** means all charges payable to THREE for the Services pursuant to applicable Price Plans, including any applicable additional usage charges calculated according to the rates specified in an applicable Price Plan.

**"Code of Practice"** means the THREE Code of Practice, as amended from time to time, available at [www.three.ie](http://www.three.ie).

**"ComReg"** means the Commission for Communications Regulation being the national regulatory authority responsible for the regulation of the electronic communications sector in the Republic of Ireland,

**"Contract"** means the General Terms and Conditions – Telecommunications Services, the Acceptable Use Policy, Price Plans and Price Plan Rules, the Customer Agreement Form and any other document which is expressly stated to form part of the contract.

**"Customer" or "You"** means the company, corporation or other legal entity specified in the Customer Agreement Form.

**"Customer Agreement Form"** means the customer agreement form ("CAF") completed by the Customer to approve registration and provision of the Services. (This information may also be captured via Call Recording or sign up over [www.three.ie](http://www.three.ie) as per the specified THREE process).

**"Customer Equipment"** means the computer hardware, software, cabling, apparatus and facilities provided or used by the Customer to enable the Customer to avail of the Fixed Services.

**"Customer Premises"** means the Customer designated locations where the Fixed Services are provided.

**"DSL"** means a digital subscriber line.

**"Fixed Broadband Service"** means the services provided by THREE consisting of the provision of a DSL line at the Customer Premises to enable the Customer to avail of high-speed Internet access via the Network and as requested by the Customer in the Customer Agreement Form.

**"Fixed Services"** means any of the Fixed Broadband Services and/or Landline Services listed in a Price Plan (or any combination of these) as requested by the Customer in the Customer Agreement Form.

**"Internet"** means the global data network comprising interconnected networks using the TCP/IP protocol suite.

**"ISDN Line"** means an Integrated Services Digital Network telephone line.



**"Landline Services"** means the fixed telephone landline, Line rental and SB-WLR services provided by THREE and as requested by the Customer in the Customer Agreement Form.

**"Law"** means: (i) any applicable statute or any delegated or subordinate legislation; (ii) any applicable guidance, direction, determination or regulations with which either party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other party; and (iii) any applicable judgment of a relevant court of law which is a binding precedent in the Republic of Ireland, in each case in force at any time during the term of this Contract.

**"Line"** means a telecommunications line and includes, without limitation, all lines, auxiliary lines, ISDN lines and PSTN lines.

**"Line Rental Charges"** means the charges for Line rental as specified in the Charges.

**"Minimum Term"** means, as specified in an applicable Price Plan, the minimum period of 12, 18 or 24 months commencing on the Service Commencement Date.

**"Mobile Services"** means the mobile communications services provided by THREE for use in respect of THREE Mobile Equipment.

**"Modem"** means a data modem which encodes digital information and is used for connection to the Fixed Broadband Services.

**"Monthly Download Allowance"** means the amount of data and download use permitted on a monthly basis in respect of the Services at no additional cost to the Charges specified in a related Price Plan.

**"National Directory Database" or "NDD"** means the record of all subscribers of publicly available telephone services in the Republic of Ireland who has not refused to be included in that record.

**"Network"** means the telecommunications system used by THREE in accordance with its authorisation pursuant to the European Communities (Electronic Communications)(Authorisation) Regulations, 2011 (S.I. 335 of 2011).

**"Network Termination Unit" or (NTU)"** means the telecommunications box for connecting the Network and the Fixed Services to the Customer Equipment.

**"Planned Maintenance"** means any work planned in advance to be carried out by or on behalf of THREE which requires the availability of the Services to be suspended.

**"Price Plans"** means any of the price plans published from time to time by THREE in respect of the tariffs and rates for the Services (as requested by the Customer in the Customer Agreement Form) and are available at [www.three.ie](http://www.three.ie) or upon request from THREE.

**"Price Plan Rules"** means the specific rules or terms for a Price Plan published from time to time by THREE and are available at [www.three.ie](http://www.three.ie) or upon request from THREE.

**"Privacy Notice"** means THREE's Privacy Notice available at <https://www.three.ie/legal/policies/privacy-notice/>

**"PSTN"** means a public switched telephone network being the international telephone system based on copper wires which carry analogue voice data.

**"Regulations"** means the European Communities (Electronic Communication Networks and Services) (Universal Service and User's Rights) Regulations 2011 (S.I. 337 of 2011)

**"Service(s)"** means any of the Mobile Services and/or Fixed Broadband Services and/or Landline Services listed in a Price Plan (or any combination of these) as requested by the Customer in the Customer Agreement Form.

**"Service Availability Area"** means the area within 4.5 kilometres from the local telephone exchange, or such other area as may be specified by THREE from time to time.

**"Service Commencement Date"** means the date on which the Services are first made available or first used by the Customer.

**"Service Transfer"** means a scheme whereby the Customer may change telecommunications service provider either to THREE from a third party or from THREE to a third party.

**"SIM Card"** means the Subscriber Identity Module card provided to Customer for access and use of the Mobile Services.

**"Single Billing through Wholesale Line Rental" or "SB-WLR"** means the service THREE use to offer Landline Services with a single bill, including all call types, ancillary services and Line rental.

**"Single Billing Code of Practice"** means the specific code of practice developed for the purpose of SB-WLR and approved by ComReg, as same may be amended from time to time, a copy of which can be viewed on the ComReg website

**"Single Billing Product Exclusions"** means those services which the Access Provider and not THREE will continue to offer and make available to the Customer from time to time.

**"Telecommunications Services"** means any of the Services provided by THREE to Customer.

**"Termination Charges"** means the amounts specified in a Price Plan which are due and owing to THREE in circumstances where the Customer terminates the Contract or a particular Price Plan before the end date of a related Minimum Term.

**"Third Party Content"** means data, information, video, graphics, sound, music, software and any other materials or content (in whatever form) owned or controlled by a third party and either published and made available by Customer or accessed or used by Customer through use of the Services.

**"THREE Fixed Services Equipment"** means the Network Termination Unit, computer hardware, software, cabling, apparatus and facilities provided by THREE or the Access Provider and used by the Customer to avail of the Fixed Services.

**"THREE Mobile Equipment"** means the mobile phone device and the SIM Card provided by THREE and used by the Customer to access the Mobile Services.

**"Universal Account Number"** means the universal account number specifically designated to the Customer for use in respect of the Services.

## **General Terms and Conditions – Telecommunications Services**

**Effective from September 2019**