

### **3 Bill Pay 100 12M**

1. The following terms and conditions of the 3 Bill Pay 100 12M 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 <https://www.three.ie/pdf/Small-Print.pdf>. In the event of any conflict the terms and conditions below shall prevail.
2. The 3 Bill Pay 100 12M price plan (the "Plan") is subject to a 12 month minimum term and allowances as set out below, per month.
3. The Plan comes with an allowance of 100 units which can be used for voice calls or text messages where each unit equals 1 voice minute or 1 text message ("Units"). These minutes and texts are available for calls and texts to Republic of Ireland and EU\* networks (in Republic of Ireland and when roaming in the EU (but excluding calls from ROI to EU)) as follows;

#### **100 Unit 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

#### **100 Unit allowance doesn't include:**

- Calls to voicemail
  - 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
4. The Plan comes with All You Can Eat Data for data use in Republic of Ireland.
  5. The Plan comes with 50GB of data for use elsewhere in the EU (when roaming in the EU\*).
  6. The Plan comes with unlimited minutes with a fair usage cap of 3,000 minutes for use on the Three network for calls to other Three customers in the Republic of Ireland only. Three to Three minutes excludes calls to voicemail.

#### **Out of allowances rates:**

7. Any usage outside the above allowance will be charged at the Plan out of allowance rates set out at <https://www.three.ie/legal/pricing/>
8. You should always check your allowances by calling 1913 or visiting My3 before roaming in the EU\*. You will be alerted to your usage of the allowances and advised when out of allowance rates will apply.

### No carryover

9. Unused allowances within the Plan do not carry over from month to month. For example, if you only use 80 of your 100 Units, the remaining 20 Units will not carry over to the following month. After your monthly allowance is used up, prices for out of allowance services are as set out at <https://www.three.ie/legal/pricing/>

### All you Can Eat Data Service

10. The Plan comes with the All you Can Eat Data service. The All you Can Eat Data service can be used on the Three network in the Republic of Ireland only. For the avoidance of doubt there is no limitation on the use of terminal equipment with the All you Can Eat Data service with the Plan and clause 5 of the All you Can Eat Data service terms does not apply to these terms. For terms of the All you Can Eat Data service please see [www.three.ie/legal/terms/all-you-can-eat-data/](http://www.three.ie/legal/terms/all-you-can-eat-data/).

### Add-ons

11. You can choose to add more minutes, texts or data to the Plan. However these Add-ons will be at an additional cost and are not available on a standalone basis. Some Add-ons are recurring as per applicable Add On terms at [https://www.three.ie/pdf/three\\_billpay\\_addon\\_terms.pdf](https://www.three.ie/pdf/three_billpay_addon_terms.pdf)

### Minimum Term

12. The Plan is subject to a minimum term of 12 months. The minimum price for the services provided under your Three agreement is the cost of the Plan monthly recurring charge for the minimum term.
13. If you cancel your Three agreement during the minimum term you agree to pay a cancellation fee calculated by multiplying the Plan monthly recurring charge (inclusive of VAT) by the number of months or part months remaining in your minimum term. This cancellation fee will not apply for any cancellation you make within 14 days of entering into the agreement where you have entered into a distance contract, ie exclusively via three.ie or over the phone.
14. When the Plan minimum term has expired, we will supply you with Three Services until you advise us that you wish to cancel your agreement. If you wish to cancel your agreement after the Plan minimum term has expired, you can end your agreement by giving 30 days written or phone notice to us via 1913 and no cancellation fees will apply.

## Charging

15. Where you have used up your allowance or use services not included in your allowance or make calls or send texts which are not included in your allowance these are charged per minute or per text (unless otherwise stated).
16. Plan out of allowance voice call usage will be charged for the first minute and thereafter rounded up to the next minute. A call set up fee of 9c (inc. VAT) applies to out of allowance calls from Republic of Ireland to numbers within Republic of Ireland and out of allowance calls when roaming in either Andorra or in the EU\* for calls to Republic of Ireland or calls within country.
17. Allowance usage will be applied in the following manner:
  - a. Any non-recurring Add-ons
  - b. Any recurring Add-ons
  - c. Three to Three minutes
  - d. Plan allowance

## Changing price plan

18. Customers can change to one of 3 Bill Pay 300 12M or 3 Bill Pay Unlimited 12M or 3 Bill Pay Unlimited Plus 12M (3 Bill Pay Unlimited + 12M), subject to the following rules:
  - a. Where your plan minimum term has not expired, you may, at any time, migrate to a 3 Bill Pay 300 12M or 3 Bill Pay Unlimited 12M or 3 Bill Pay Unlimited Plus 12M plan of equal or greater monthly recurring charge value to the Plan.
  - b. Where your plan minimum term has not expired, you are not permitted to move to a plan with a lesser minimum term than the Plan.

\*EU includes Andorra, 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, Moldova, Netherlands, Norway, Poland, Portugal, Reunion, Romania, Saint Pierre and Miquelon, Slovakia, Slovenia, Spain, St.Barth, Saint Maarten, St Martin, Sweden, U.K.^, Ukraine, Vatican City.^ U.K. includes Gibraltar, the Channel Islands and the Isle of Man

