3Broadband 5G Gold Exclusive price plan – Technician Installation

Definitions

• Equipment means the equipment required and used by you the Customer to facilitate the supply of Fixed Wireless Broadband Service from Three to the Customer installed by a technician within the Premises as specified at point of purchase.

• Equipment Charge means the charge payable by the Customer in relation to any Three supplied Service equipment in addition to Service Charges.

• Minimum Term means 24 months minimum commitment period for which you agree to receive the Service.

• Premises means your residential address in the Republic of Ireland where the Equipment is or is to be installed for the 3Broadband Unlimited 5G Gold Exclusive price plan in accordance with these terms.

• Service means fixed wireless broadband access over Three's 5G service.

• Service Charges means the charges payable by you for the fixed wireless broadband access service comprising any installation charges, monthly recurring charges and any out of allowance usage.

• Service Installation means the installation of Equipment by Three or its agents at the Premises to allow the Service to be delivered.

• Three or us means Three Ireland (Hutchison) Limited

1. The following terms and conditions of the 3Broadband Unlimited 5G Gold Exclusive price plan (the "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 these terms and conditions shall prevail. In the event of any conflict these terms and conditions shall prevail.

ELIGIBILITY

2. The Price Plan is only available to (i) existing Three Bill Pay customers on a voice plan whose account is not in arrears or suspended (ii) active Three Prepay customers who are over 18 and (iii) active 48 customers who are over 18 , subject to verification from Three. The Price Plan will be added to any existing qualifying Three Bill Pay account. The Price Plan may be made available for sale in sales channels on different dates and may be withdrawn from sale at any time by Three.

3. You must not and must not allow anyone else (other than Three or its agents) to interfere with or to move or handle the Equipment in any way.

4. Your agreement commences when the Equipment is supplied to you but you will only be in a position to avail of the Service once Equipment is installed by Three or its agents further to the schedule agreed. You will not be charged for the Service before Equipment is installed by a technician.

5. If you avail of any statutory cancellation rights you may have, you will not be required to return any external antenna or cabling elements of Equipment but you must return all portable equipment within 14 days of advising Three of cancellation. In addition to your statutory rights, Three also offers a 30 day no quibble return on this Plan which can be availed of by contacting the Three store you connected to the Plan in or Customer Care if you used online or telesales channels.

SERVICE AVAILABILITY

6. To receive the Service, you must have a Service delivery address located within the 5G geographic area and a further mandatory address check for broadband service to establish whether your address is covered by Three's 5G broadband network coverage.

7. Your Service address must be capable of a technician installation type as determined by Three at point of purchase.

8. In supplying the Service we will use reasonable skill and care but are unable to guarantee fault free performance. Three makes no warranty that any connection to, transmission over, or results of the Equipment or the Service will meet your requirements or will provide uninterrupted use or will operate as required or be error free.

9. If you advise Three of any residence address change for you during your Minimum Term, Three shall endeavour to provide you with the Service at your new residence address if it is within Three's 5G coverage area but Three shall not be obliged to do so and installation charges may apply. You will still be liable to pay the Service Charges in relation to the Minimum Term for the Service provided to your first provided residence address if you move from that first provided residence address during the Minimum Term.

MINIMUM TERM

10. The Plan is subject to a Minimum Term of 24 months. The minimum price for the Service provided under your Three agreement is the cost of the Plan monthly recurring

charge for the Minimum Term.

11. If you cancel your Three agreement during the Minimum Term you agree to pay a cancellation fee calculated by multiplying the Price Plan monthly recurring charge 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 your agreement as a consumer where you have entered into a distance contract, ie exclusively via three.ie or over the phone or where you availed of the 30 day no quibble return.

12. When the Minimum Term has expired, we will supply you with the Service until you advise us that you wish to cancel your agreement. If you wish to cancel your agreement after the 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.

ALLOWANCE

13. An unlimited data usage allowance applies to the Price Plan.

NO ROAMING

14. Data Roaming is excluded from the Price Plan. For the avoidance of doubt the Price Plan will only work within the Republic of Ireland. The Price Plan is not a mobile offering and accordingly it does not fall within the scope of Regulation (EU) No 531/2012 (the Roaming Regulations).

SERVICE INSTALLATION AND THE SERVICE

15. On the placing of an order for the Service, Three will provide you with a schedule within which it will deliver and install the Service.

16. You agree to provide at your own cost, suitable facilities, including secure electrical supply and any other installations and fittings required for the Equipment.

17. Except for any loss or damage which it is not permitted by law to exclude, Three's maximum liability for any loss or damage that may occur to the Premises during the Service Installation is €1,000.

18. You acknowledge that your power supply may be interrupted during Service Installation. Three shall not be held liable to you for any losses or damages howsoever arising during such interruption.

Three excludes all conditions and warranties, other than those expressly set out in this these terms, including any warranties implied by law if and to the extent that such

warranties and conditions implied by law can be lawfully excluded.

19. In supplying the Service, Three shall use reasonable skill and care but cannot guarantee fault free performance. Three does not warrant that the Service will be suitable for specific customer applications or purposes, that the operation of the Service will be uninterrupted or error-free or that the Service will support or be compatible with any applications or other services which the Customer uses in conjunction with the Service.

20. Three shall have no liability to the Customer for any loss or damage caused by unauthorised third party access to the Service or the Equipment.

EQUIPMENT

21. Three makes no warranty that hardware or equipment, other than that supplied by Three, will work with the Service. Three shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you, for use in connection with the Service or for any loss or damage suffered by you arising from the use of any third party equipment. Any such equipment must be compatible with the Service and must not cause damage or loss to the Service or Three's network.

Three and its agents will use reasonable efforts to install the Service in accordance with the schedule provided, but such dates and times set out in the schedule are estimates only and Three provides no assurance that it will meet such schedule. Three shall have no liability to you for any delay in effecting Service Installation.

22. Where a technician visit is required, you will be provided with an initial appointment date and time (within normal working hours) for Service Installation. If you wish to reschedule this initial appointment, you can do so without charge until midday on the previous working day prior to the appointment.

23. Service Installation will commence with a review of your Premises to ensure that the Premises can support the Service. You must allow Three or it agents access to your property in order to allow for the installation of Equipment on the Premises and to conduct any works necessary for the provision of such Service.

24. You confirm that you have taken any steps required to render the Premises fit for Three or its agents to conduct the Service Installation in a safe manner and you accept full responsibility to ensure that there is a clear and safe environment for the engineer to carry out the Service Installation. This includes moving any obstacles which may obstruct the path

of any Equipment including but not limited to cabling, prior to Service Installation. Three or its agents reserve the right to charge you where Service Installation is frustrated by any failure on your part to comply with this requirement and a subsequent appointment for Service Installation is required.

25. Service Installation may require works to be carried out on the Premises, which may include drilling one or more holes through the wall of the Premises and affixing an external antenna to an external and internal wall and/or any other works which may be required to complete the Service Installation as deemed necessary by Three or its agents. You must be present at the Premises at the scheduled Service Installation time in order to facilitate access to the Premises, as required and to confirm that the Service Installation has been carried out to a suitable standard.

26. You confirm that you have all third party consents required for the Service Installation and the Service to be provided by Three or its agents and you grant Three such licence in respect of the Premises as is necessary for Three or its agents to conduct
Service Installation and including but not limited to, from time to time, upon giving you reasonable notice (save in any emergency) to enter those parts of your property to install, maintain, adjust, repair, replace, renew, upgrade, inspect or remove, and to keep installed and to operate at or on your Premises the Equipment.
You warrant that you are the current occupier of the Premises, and are either the freeholder of the Premises or a tenant of the Premises under a lease of 12 months or more; and that you are over 18 years of age and legally entitled to sign a contract.

27. Your failure to comply with paragraph 28 above may result in withdrawal of the Service and termination of your agreement for the Service, and if this happens Three will be entitled to charge a cancellation fee comprising your monthly recurring charge multiplied by the number of months or part months (if any) remaining in your Minimum Term.

28. You will indemnify Three for all Installation costs and expenses that Three or its agents incur in installing the Equipment and for all costs and expenses incurred by Three or its agents for removal of any Equipment from the Premises and against liability for all third party claims, in the event that you or any person with an interest in your land insists that Three removes any or all Equipment from the Premises.

29. Three will make every effort to site the Equipment in a location of your choice and

will endeavour to comply with any reasonable requests you may have regarding the routing of cables. However in some instances this may not be possible, for technical and other reasons, and if this is the case then Three will indicate to you what alternative arrangements for cable routing (if any) it can make. If, for any reason, Three is unable to route the cable or you do not accept any routing proposal made by Three, your agreement for the Service shall terminate, provided that where the cabling relates only to the provision of the Service, this Agreement may, at our option, terminate in relation to the Service only.

NO OTHER DISCOUNTS OR OFFERS APPLICABLE

30. Any discount available with this Price Plan as outlined on your Customer Agreement Form (CAF) is the only discount or other offer available to customers on the Price Plan and other discounts, including but not limited to Bundle and Save are not available to customers on the Price Plan. The application of a discount is subject to you also maintaining your qualifying Three or 48 connection for as long as you remain on the Price Plan.