

Terms & Conditions

Charge to Mobile ("3Pay")

1. Definitions: "3Pay" means the service by which Three enables both prepay and bill pay Three customers to charge certain goods and services within a limited network to their mobile phone bill;

"Merchant" means a third party merchant whom Three has selected to be a party to a limited network of 3Pay Merchants who, can as a result, offer 3Pay as a payment option to eligible customers in respect of eligible goods and services;

"Mobile Payment Provider" means a third party provider of mobile payment services to merchants and consumers with whom Three has entered a commercial agreement to enable such provider to offer 3Pay as a payment option to its eligible Merchants and to those Merchants' customers in respect of eligible goods and services;

"we" or "us" means Three Ireland (Hutchison) Limited and Three Ireland Services (Hutchison) Limited, each trading as "Three" and "you" or "Customer" means any Three customer who wants to avail of 3Pay in accordance with these terms and conditions.

2. 3Pay is available to Three mobile customers resident in the Republic of Ireland and who accept these terms and conditions.

3. By availing of 3Pay, you will be deemed to have accepted these terms and conditions, any additional terms and conditions of the Merchants and Mobile Payments Providers and any other requirements set out in any promotional material. The Merchants and Mobile Payment Providers are subject to change at our discretion without notice. Three reserves the right to change, remove, suspend or withdraw any 3Pay service, Merchant or Mobile Service Provider at any time for any reason.

4. A failure to adhere to any of these terms and conditions shall result in invalidating or forfeiture of the 3Pay service.

5. A full list of Merchants and Mobile Payment Providers is available at www.three.ie. The list of Merchants and Mobile Payment Providers is constantly updated. Each new Merchant and Mobile Payment Provider will have its own specific terms and requirements that you must follow. Access to the 3Pay service may be subject to availability and in certain cases be on a first come first served basis. 3Pay services are subject to certain restrictions and limits. A list of these restrictions and limits is available at www.three.ie. This list of restrictions and limits is subject to change at our discretion without notice. Three reserves the right to amend this list any time for any reason.

6. The 3Pay service cannot be used to pay off credit card bills, credit agreements, loan agreements or any other such debt instruments, for making direct debits (or other payments on a recurring basis), for any illegal purpose or for such other purposes as may be advised to you from time to time in accordance these terms and conditions. Three, at its sole discretion and for any reason, may refuse to provide the 3Pay service.

7. If you are a prepay customer, you must ensure that your prepay balance is sufficient to cover the amount of any transaction (including any Value Added Tax (VAT), any other taxes or charges that apply in respect of transaction) that may be debited from your prepay balance. Each time you carry out a transaction, your prepay balance will be reduced by the full amount of that transaction (including any VAT, and any other taxes or charges that apply in respect of the transaction). You

must not use the 3Pay service where the value of the transaction (including any VAT, any other taxes or charges that apply in respect of the transaction) exceeds your prepay balance.

8. You will be responsible for all transactions which you have authorised. It is your responsibility to regularly check your prepay or bill pay account. You must not spend more than you have on your prepay balance. If, for any reason, a transaction is processed which is greater than your available prepay balance, you must repay Three the amount in full within 14 days of Three notifying you. If you do not repay this amount Three reserves the right to take all steps necessary, including legal action to recover the outstanding funds.

9. Charges incurred via 3Pay will be itemised on each bill pay Customer's phone bill. Prepay customers can view an itemised record online through their Three "My Account".

10. Three applies specific criteria to any Merchants we admit to our limited network of 3Pay Merchants whether we select such Merchants directly or through a Mobile Payments Provider. This criteria is intended as a filter to enhance the 3Pay service and create a positive customer experience. You can view our merchant criteria for the 3Pay services at www.three.ie.

11. The 3Pay service cannot be sold. The 3Pay service is non-transferable and non-exchangeable for any other service or good. The 3Pay service cannot be exchanged for cash or used in any other way than that described.

12. Three cannot be held responsible for any alterations or cancellations to the 3Pay service. We reserve the right to: (i) use alternative Merchant and/or Mobile Payment Providers; (ii) replace any Merchant and/or Mobile Payment Providers without prior notice; (iii) withdraw or change a Merchant and/or Mobile Payment Provider for any reason beyond our reasonable control; or (iv) amend, suspend, withdraw or terminate the 3Pay service or amend these terms and conditions at any time for any valid legal, technical, regulatory or commercial reason. By continuing to take part in the 3Pay services subsequent to any revision of these terms and conditions, you shall be deemed to have agreed to any such new or amended terms.

13. Your correspondence or dealings with and purchases from Merchants and/or Mobile Payments Providers are solely between you and such Merchants and/or Mobile Payment Providers. You agree that Three shall not be responsible or liable for any injury, loss or damage of any sort incurred as the result of any such dealings with or as a result of the presence of such Merchant and/or Mobile Payment Providers in the context of the 3Pay service. Three will not be held responsible for the quality of any goods or services that you may purchase or avail of. This is solely between you and the individual Merchant and/or Mobile Payment Provider. We cannot guarantee that a Merchant will accept your 3Pay payment. You agree Three does not have any responsibility or liability to you for goods and services supplied by third parties.

14. Any specific terms and conditions that are imposed by individual Merchants or Mobile Payment Providers must be carefully reviewed and obeyed. Age restrictions may apply to certain purchases and these must be respected.

15. Where you are given a PIN or other code to use with your 3Pay service and you will need to use the PIN to authorise transaction, you must notify Three Customer Care as soon as possible if you believe that Your PIN has been obtained or changed without your consent. 3Pay transactions are regarded as authorised where you authorise the transaction at the point of sale by following whatever instructions are provided by the Merchant or Mobile Payment Provider to authorise the transaction, which may include:

- a. entering the PIN or providing any other security code;
- b. signing a sales voucher;
- c. providing the 3Pay service details and/or providing any other details requested.
- d. pressing a “Buy or Purchase” button.

17. Once you have authorised a transaction you cannot stop that transaction.

18. When we give you a 3Pay PIN or code you must take reasonable steps to prevent the 3Pay PIN or code being lost or stolen. You should keep any receipts safely and dispose of them carefully. You should not disclose your 3Pay PIN or code to, or otherwise make it available to, any other person. You must not allow anyone else to use your 3Pay PIN or code. You must tell us immediately by telephoning Three Customer Care if you know or think that someone else is using or has tried to use your 3Pay PIN or code.

19. If Three Customer Care suspects there to be a threat to the security of your 3Pay PIN or code, or fraud involving the 3Pay PIN or other passwords and we consider it reasonably necessary, we may at any time suspend, restrict or cancel your use of the 3Pay services. We cannot guarantee that you will always be able to use the 3Pay services.

20. If your mobile phone, 3Pay PIN or code is lost or stolen, or you suspect that your mobile phone, 3Pay PIN or code may have been used fraudulently or without your consent, you should contact Three Customer Care immediately. You may be asked to give personal details so that Three can verify they are speaking to the Customer. You may also be asked to help us, our agents or the Gardaí or other law enforcement agencies, if your mobile phone, 3Pay PIN or code is stolen and we suspect that there has been fraud or misuse or you have notified us of a disputed transaction. You may be liable for any losses incurred in respect of unauthorised payments where you have failed to keep the mobile phone, 3Pay PIN or code or other personalised security features of your 3Pay service safe from misappropriation.

21. If you think that any 3Pay purchase was not authorised by you or has been posted against your mobile account in error (Disputed Transactions), you should contact the Merchant first as this may lead to a quicker resolution of the dispute. If you cannot resolve a Disputed Transaction with the Merchant or the Mobile Payment Provider, you must contact Three Customer Care as soon as possible and in any event no later than 12 months from the date of the Disputed Transaction. We reserve the right to take whatever action we consider necessary against you if you bring any fraudulent claim for an unauthorised Transaction against us whether or not you have received a refund.

22. We shall not be liable to you for any direct or indirect loss or damage (other than that which cannot be excluded by law) you may suffer as a result of your use or inability to use the 3Pay service or any loss or damage you suffer as a result of a third party using your 3Pay PIN or otherwise accessing your 3Pay account. We do not bear any responsibility for errors committed by Merchants or Mobile Service Providers. We will not be obliged to enter into any dispute arising between the Customer and a Merchant or Mobile Payment Provider and, moreover, a dispute with a Merchant or Mobile Payment Provider does not absolve the Customer from complying with these terms and conditions. We shall not be liable to you in any circumstances for any direct or indirect loss or damage (other than that which cannot by law be excluded) that does not arise directly from the matters for which we are responsible or which are beyond our reasonable control or which we could not reasonably foresee. We cannot guarantee that a Merchant will accept your 3Pay payment. We

shall not be liable for any direct or indirect loss or damage you may suffer in the event that a Merchant refuses to accept your 3Pay payment (in whole or part) or if we cancel or suspend your 3Pay service in accordance with these terms and conditions. We shall not be liable if we are unable to perform our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing, system or transmission link or to industrial dispute, altered legislation or license requirements or any other matter which is outside our control or the control of our agents or contractors. Without prejudice to the above, any liability we may have to you will be limited to the value of the 3Pay transaction or the balance giving rise to the dispute.

23. To the extent permitted by law, you will be liable to us for and agree to indemnify us against all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings we directly or indirectly incur or which are brought against us if you have acted fraudulently or been negligent or misused your 3Pay PIN or other security features or breached these terms and conditions including the costs of any legal action taken to enforce this Agreement.

24. We shall not be bound to recognise the interest or claim of any person other than the Customer in respect of the 3Pay services, nor shall we be liable in any way for failing to recognise such interest or claim (except as required by law). No claim by you against a third party may be the subject of a defence or counterclaim against us.

25. Data (including "personal data") relating to your eligibility, participation and your use of the 3Pay services may be passed between Three and its service providers to ensure the validity and eligibility of your entitlement. Your data will be retained securely and protected from any misuse, loss or disclosure by employing industry best practice security standards

26. The information, content, graphics, text, sounds, images, buttons, trademarks, trade names, logos and other intellectual property in connection with the 3Pay service are protected by intellectual property laws and you are granted a limited licence solely for your own personal non commercial use to refer to, bookmark or point to any page within the website and to download the materials contained on the website to a single personal computer and to print a single hard copy of the materials for the 3Pay customer's own personal reference, provided however that all copyright, trademark and other proprietary notices are left intact. Any other use of the materials in the website without the prior written permission of Three is strictly prohibited and is in violation of the proprietary rights of Three.

27. We reserve the right to terminate Your entitlement to use the 3Pay service in writing, by post, e-mail, text message, by telephone or other means (whether electronic or otherwise) to you at any time by giving written notice to you; or immediately on the breach, non-performance or non observance by you of these terms and conditions.

28. In respect of the 3Pay service all conditions, terms, warranties and representations whether express or implied by law are excluded to the fullest extent permitted by law.

29. If any part of these terms are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity or enforceability of the remainder of these terms shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

30. You may not transfer any or all of your rights or obligations under these Terms and Conditions but we may do so at any time. Each of these clauses is separate from all other clauses, so that if one

Clause is found to be void or otherwise unenforceable it will not affect the validity of any of the others. If we do not enforce any of the rights we have under this Agreement, or if we delay in enforcing them, that does not prevent us from taking any action to enforce our rights in the future. Upon termination of these Terms and Conditions that are capable of continuing to apply will do so. A person who is not a party to this agreement has no rights to enforce the terms of this agreement.

31. These terms and conditions shall be governed by and construed in accordance with Irish Law.