

# Three Mobile Broadband Unlimited – B2B Affinity

Effective 10th January 2018

The 3Mobile Broadband Price Plan Rules are in addition to the General Terms for Services and any other terms provided to you as part of the authorisation process completed by you to approve registration and provision of Services.

Please read the Price Plan Rules carefully. By accessing or using Services you agree to be bound by the terms of the Price Plan Rules. If you do not wish to be bound by the terms of the Price Plan Rules please do not access or use the Services as your access and use will indicate to us that you agree to be bound by the terms stated below.

In the event of any conflict these terms shall prevail. Capitalised terms in these Price Plan Rules have the same meaning as used in the General Terms for Services, unless specifically defined in these Price Plan Rules.

## Price Plan Rules

1. Three Broadband 3GB, Three Broadband 15GB and Three Broadband Unlimited plans (“3Mobile Broadband Price Plans”) are available to new customers and existing Three customers and are subject to status, upgrade eligibility and credit check.
2. A minimum contract term (“Minimum Term”) of either 18 months or 24 months applies which is agreed by you when connecting to one of the 3Mobile Broadband Price Plans. Your agreement may be provided in writing or recorded during a telephone or online sales process. (PLEASE NOTE: The Three Broadband Unlimited plan is subject to the restrictions specified in section 11 below.)
3. PLEASE NOTE: If you cancel your 3Mobile Broadband Price Plan within the Minimum Term of the contract then you will be required to pay Three the balance of the total aggregate standard monthly recurring charges up to the end of the Minimum Term.
4. Paperless billing is the default billing option for all customers on 3Mobile Broadband.
5. You can use Three 4G if you have a compatible device purchased from Three, a compatible SIM and if you are in 4G coverage area provided by Three (see [three.ie/explore/coverage-checker](http://three.ie/explore/coverage-checker) for coverage details). Outside of 4G coverage areas you will get 3G coverage in areas with 3G coverage (see [three.ie/explore/coverage-checker](http://three.ie/explore/coverage-checker) for coverage details). The coverage checker is a guide and is not a guarantee of signal coverage. Over the air settings will be sent to your device after we enable you to access 4G. Your device must be switched on to receive this. It may take up to 24 hours for your 4G service to commence.
6. You acknowledge that data speeds vary and depend on factors such as device capabilities, location and network congestion.
7. It is your responsibility to ensure that your SIM is compatible with the device intended for use. Certain SIM cards will not support 4G. If your device is not a 4G compatible, it will not support 4G access. For further details check [www.three.ie/business/4G](http://www.three.ie/business/4G).
8. If you change your 3Mobile Broadband Price Plan then you must agree a new Minimum Term. You can only move to another Price Plan within your Minimum Term on such terms as agreed by Three
9. A data usage limit applies per monthly bill cycle on 3Mobile Broadband Price Plans and data usage in excess of the relevant usage limit is charged an out of bundle rate as detailed at [www.three.ie/business/solutions/broadband-plans/](http://www.three.ie/business/solutions/broadband-plans/). Unused data will not be

carried forward to the next bill cycle. The inclusive data on Three Broadband 15GB and Three Broadband Unlimited Price Plans are for use on the network within Ireland (excluding Northern Ireland) only and excludes all data usage while roaming (also excludes roaming in EU). See <http://www.three.ie/business> for up to date details on data roaming charges.

10. The inclusive data of Three Broadband 3GB Price Plan can be used in Republic of Ireland and in EU roaming. It excludes all data usage while roaming outside of EU. Data usage in excess of 3GB (Republic of Ireland and EU) limit is charged an out of bundle rate as detailed at [www.three.ie/business/solutions/broadband-plans/](http://www.three.ie/business/solutions/broadband-plans/).
  11. For the avoidance of doubt your data allowance for use in the EU under your plan, will not be counted towards the data roaming spend cap provided for under the EU Roaming Regulations.
  12. Three continuously monitors network performance to ensure that the service received by customers is not impacted through a minority of users placing high demand on network resources (e.g. large bandwidths over long periods). Should your data usage on 3Mobile Broadband Unlimited Price Plan exceed 750GB in a billing cycle and your usage affects other network users, we reserve the right to limit the Service or charge for this usage. If you do not comply with a direction from Three to stop or change the nature of your Three service use, Three may suspend, modify or restrict your use of the services or terminate your access to the network.
  13. Additional charges apply if you use your 3Mobile Broadband SIM card for services other than 3Mobile Broadband. For additional rates of calls, texts, texts to premium rate numbers, directory enquiries numbers, MMS and other texts see [www.three.ie/business/solutions/broadband-plans/](http://www.three.ie/business/solutions/broadband-plans/). All charges exclude VAT unless otherwise stated.
  14. The authorised account contact who has the authority to act for the customer acknowledges that the customer is liable to pay all charges incurred on their account where an account subscriber requests an Add-on.
  15. Data usage will be applied in the following manner:
    - i. Price plan inclusive data
    - ii. Purchased Add Ons
    - iii. Out of bundle rates
  16. It is a condition of these Business 3Mobile Broadband plans that Customers agree to pay amounts due to Three by direct debit and continue to do so.
  17. Additional charges on top of either the Monthly Recurring Charge ("MRC") may apply depending on your usage where you exceed your monthly allowance.
  18. Three reserves the right not to apply the Discounted MRC for either part or whole of the Promotional Period to customers whose account is in arrears.
  19. MRC offer is not available with any other promotion, offer or discount and may not be available with all Three affinity schemes. Three reserves the right to withdraw the Offers either generally or in respect of any particular customer at any time and to vary or amend any element of the Offers at any time without further notice. These terms and conditions may be varied or amended by Three for any valid commercial, technical or operational reason.
  20. These Price Plans are effective 1<sup>st</sup> of January 2018
- The Price Plan and Price Plan Rules may be varied or amended by Three for any reasonable commercial, technical or operational reason.