

## **FWA 3GB SIMO 30 Day price plan**

### Definitions

- Equipment means the equipment required, owned and used by you the Customer to facilitate the supply of Fixed Wireless Broadband Service from Three to the Customer installed by you the Customer within the Premises (FWA 3GB SIMO 30 Day price plan). No Equipment will be supplied by Three with the Price Plan.
- Minimum Term means the 30 day minimum commitment period for which you agree to receive the Service.
- Premises means the address in the Republic of Ireland where the Service is to be supplied to you in accordance with these terms.
- Service means fixed wireless broadband access over Three's 5G or 4G service, depending on the Equipment used by you and Three's coverage in your area.
- Service Charges means the charges payable by you for the fixed wireless broadband access service comprising monthly recurring charges and any out of allowance usage.
- Three or us means Three Ireland (Hutchison) Limited

### **FWA 3GB SIMO 30 Day price plan – Self Installation**

1. The following terms and conditions of the FWA 3GB SIMO 30 Day price plan (the "Price Plan") are in addition to Three business terms and conditions available at <https://www.three.ie/legal/terms/business.html>

In the event of any conflict these terms and conditions shall prevail. In the event of any conflict these terms and conditions shall prevail. If you select the Price Plan you must supply your own Equipment and it is your responsibility to confirm the compatibility of the Equipment with the Service.

2. Your agreement commences when the SIM card is supplied to you.

### **SERVICE AVAILABILITY**

3. To receive the Service, you must have a Service delivery address located within the 4G or 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.

4. 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.

5. If you advise Three of any address change for you during your Minimum Term, Three shall endeavour to provide you with the Service at your new address if it is within Three's 4G or 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 address if you move from that first provided address during the Minimum Term.

#### MINIMUM TERM

6. The Price Plan is subject to a Minimum Term of 30 days. The minimum price for the Service provided under your Three agreement is the cost of the Plan monthly recurring charge of €7 excluding VAT for the Minimum Term.

7. When the Minimum Term has expired, we will supply you with 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

8. A data usage allowance of 3 gigabytes (GB) per month applies to the Price Plan.

#### CHARGING

9. The out of bundle rate applicable if the 3GB is consumed is set out in the Business Price Guide at <https://www.three.ie/legal/pricing/>

#### NO CARRYOVER

10. Any unused data allowance of the Price Plan 3GB monthly allowance will not be carried forward to the next bill cycle.

#### NO ROAMING

11. 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)