



# Welcome to **Three**

The small print

Three has set up roaming agreements with roaming partners around the world. The list of roaming destinations is growing all the time – see [three.ie](http://three.ie) for details. So you'll be able to make voice calls, use voicemail, data and text messaging, and even access your emails when you're abroad, with more services to come. When you use your mobile abroad you'll be automatically connected to a local Three network or a partner network.

The name of the network will appear on your mobile.

If you are a mobile broadband customer, depending on your price plan, you may be able to use your DataModem outside of Ireland. See [three.ie](http://three.ie)

### **Before you go**

Visit [three.ie](http://three.ie) to see which countries you can roam in and how much it costs. Bill Pay customers should visit [three.ie](http://three.ie) for information on how to enhance their roaming profile. Please note that some mobile broadband plans are not international roaming enabled.

Always pack your mobile and accessories including your adaptor.

Check that you have an adaptor that will work in the countries you plan to visit. It's always useful to program your mobile to include international dialling codes. Use '+' before the country code, eg +353 for Ireland. Then remove the leading digit from the area code (this is usually '0'). Numbers

in the international format can be used when you're back in Ireland, so you won't have to change them back.

### **International charges**

Overseas charges will depend on where you are travelling. See the Price Guide on [three.ie](http://three.ie)

Remember, when you're abroad, the Three Customer Services number is +353 83 3333 333.

### **When you're away**

Before you travel, visit [three.ie](http://three.ie) to find out how to pick up voicemail. You'll need your PIN to access voicemail and to set up your PIN before you travel.

### **Emergency calls**

To contact the local emergency services use 112 (911 for USA and Canada). Be aware that emergency services operators on the other end of the line might not speak English.

### **When you return**

When you arrive back in Ireland, your mobile will automatically reconnect to the Three network. If you set any barrings or diverts before you went away, remember to change these back.

### **Care3**

We've put together Care3 – a package to

deal with all the important issues relating to your device, now and into the future. Please see [three.ie](http://three.ie) for the latest version of the Terms and Conditions for Care3.

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### **Your 14-Day Money Back Guarantee – Bill Pay and Prepay customers.**

If you are eligible to avail of Three's 14 Day Money Back Guarantee ("the policy"), you may only terminate the agreement by returning your device and original boxed accessories, along with your proof of purchase, within 14 days of receipt of your Device ("the 14 day period"). See [three.ie/support](http://three.ie/support) for information on the policy and eligibility.

### **Your Care3 warranty - Bill Pay and Prepay customers**

The manufacturer of your Device has given you a warranty against defects in materials and workmanship for a period of at least 12 months from the time you bought it. If you need any more information on your Care3 warranty call Three Customer Services on 1913 free from any Irish mobile or landline.

### **Bill Pay and Prepay customers**

Bill Pay and Prepay customers

If your Device becomes faulty as a result of a manufacturing defect after purchase, we recommend you return it to any Three store who will be happy to process it for

repair. There may be a charge for repair depending  
(a) on how long you have had your Device or  
(b) if the Device shows any physical damage or liquid damage.

Important: We recommend you read the manufacturer's manual in full before using your Device.

The terms of 3Care are in addition to your statutory rights as a consumer.

## **1. Who's who**

1.1 When we say:

- (a) 'we', 'us', 'our' or 'Three', we mean Three Ireland (Hutchison) Limited, trading as 'Three';
- (b) 'you' or 'your', we mean you, our customer (whether you are a Bill Pay Customer or a Prepay Customer) who is party to the agreement;
- (c) 'agreement', we mean your agreement with us for the supply of Three Services.

1.2 We have also set out at the end of this booklet (Glossary) some useful definitions of words we use within this Section.

## **2. About these Terms**

2.1 These terms set out purchase terms for your Device, as well as the terms on which we will provide you with our Care3 Services for your Device and the Privacy Notice explaining how we use information collected from and about you (see Privacy Notice, a link to which is contained in Section 13 below).

2.2 These terms do not cover:

- (a) any products or Services you buy while using your Device; or
- (b) the supply of our Three Services. The Terms for Three Services cover this and are provided to you when you register on and connect to the Three network and they are also available on our website.

### **3. Device Purchase Terms Purchases from Three**

3.1 If you purchase a Device from us (whether from the Three website, Three Customer Services or Three Stores), you enter into an agreement with us for the purchase of the Device.

3.2 You will be responsible for a Device as soon as it is delivered to you. If you damage or lose the Device before you have paid for it in full, you will still be required to pay us the full price of the Device.

3.3 If we decide to offer you the option to pay us the purchase price for the Device in instalments over time:

- (a) we retain title to the Device until you have paid us all instalments owing on the Device; and
- (b) if you fail to pay your instalments by the due dates, you will be breaking your agreement and we may require you to return the Device to us or we may take legal or other collection action against you for non-payment. This could mean you have to pay our costs and expenses, including legal costs, with interest added

daily.

3.4 We may provide you with a Device (including a Data modem or USB) which has been previously returned to us 'as new' and 'as sold'.

### **Purchases from other retailers**

3.5 If you purchase a Device from another retailer, you enter into an agreement with that other retailer for the purchase of the Device. In this case, we are not part of your purchase agreement with the other retailer.

3.6 If you arrange with the other retailer to pay the purchase price for the Device in instalments over time:

- (a) the other retailer will advise you how you must pay the instalments; and
- (b) if the other retailer advises you that the instalments will be billed to your Three account, we will collect your instalment payments on behalf of the other retailer. If you fail to pay your instalments by the due dates, we may take legal or other collection action against you on behalf of the other retailer for non-payment. This could mean you have to pay our costs and expenses, including legal costs, with interest added daily.

### **All purchases**

3.7 Devices which can be used to access Three Services are locked to our network. The software in the Device and all intellectual property rights in that software are owned by the Device manufacturer

and you are being allowed to use the software on a limited licence from the Device manufacturer. During the term of your Agreement for the supply of Three Services, you must not permit your Device to be unlocked via any unauthorised manner (i.e. by anyone other than us or the Device manufacturer).

You will be required to have met the Minimum Account Spend as a Bill Pay Customer or a Prepay Customer before your Device will be unlocked by Three. Please see the unlocking policy on [three.ie](http://three.ie) for further details.

You must ensure that there are no outstanding amounts owing on your Three account. Prior to us arranging for your Mobile to be unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the Mobile which you may require, as this may be lost during the Mobile unlocking process. We are not responsible for any information or other data which may be lost during the Mobile unlocking process.

#### **4. Warranty**

4.1 The manufacturer of your Device has provided you with a warranty against defects in materials and workmanship for a period of at least 12 months from purchase. Further details of the manufacturer's warranty is in addition to your legal rights.

4.2 Three only acts as the manufacturer's agent for the purposes of processing any warranty claims. Three is not the manufacturer of the Device and the manufacturer is the company referred to in the manufacturer's warranty documentation.

4.3 You must notify Three Customer Services if you wish to make a warranty claim.

#### **5. Stored data**

If you return your Device, you will be responsible for removing all content, messages, information and any other data from the SIM and Device prior to its return.

#### **The Rules.**

Terms and conditions. This section contains the basic terms and conditions you've agreed to. We've tried to make it easy to read, because it matters. Please see [three.ie](http://three.ie) for the latest version of the Terms for Three Services.

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#### **Terms for Three Services – key points**

Here's some more legal stuff for you to look through. Basically, if you would like us to provide you with our Three Services, you must agree and comply with our Terms for Three Services. The following list sets out some key points which we think will be important to you. However, you really should read the full set of Terms for Three Services which we've provided in the rest

of this section.

### **Terms for Three Services - key points for both Prepay and Bill Pay Customers**

Terms for Three Services only covers the terms on which you may use our Services. They don't cover your purchase of your Device.

- Additional terms can also be seen in the Price Guide as well as within selected Additional Services on the Device and on our website at three.ie
- We'll provide our Services within Three's network area but it's always possible that the quality or coverage may be affected at times.
- You must not use our Services for any illegal or improper purposes or in any manner which may result in loss to Three or any third party. Anyone under 18 isn't permitted to access any Age Restricted Services.
- We've limited our liability to you as set out in Section 12 of the Terms for Three Services.
- You understand and agree that we (and, on our behalf, our service providers and our partners located globally) can process 'Your Information' which we collect or which you submit to us during any sales or registration process or otherwise when you contact us or interact with us, for a number of purposes, including to open and manage an account for Three Services,

to deliver products and services ordered by you, for credit checking (if a Bill Pay Customer) and fraud prevention, for risk and previous default analysis, product analysis or improvement and (subject to your preferences) direct marketing and market research while you are and after you cease to be a Three customer as set out in our 'Privacy Notice', a link to which is available in Section 13 of the Terms for Three Services. Please read the Privacy Notice carefully.

### **Terms for Three Services – key points for Bill Pay Customers only.**

If we reasonably believe that your account may be used for fraudulent activity based on your usage pattern, we may suspend or disconnect your Three Services, but you will be liable to pay all outstanding charges (including a Cancellation Fee for disconnection calculated as your monthly recurring charge for the remainder of your Minimum Term).

- Your account is subject to a credit limit (which may be obtained from Three Customer Services). We reserve the right to request an interim payment if we reasonably consider that you are likely to exceed your credit limit. If you do not discharge the required interim payment or if your usage is reasonably considered excessive by Three, we may suspend or disconnect your Three services.
- If you don't pay your account on time

or we reasonably believe that you haven't complied with certain terms of your agreement, we may suspend or disconnect our Three Services, but you still must pay all outstanding charges (including a Cancellation Fee for disconnection).

### **Terms for Three Services – some key points for Prepay Customers only**

If you wish to use the Three Services, you need to Top Up your account through one of the channels listed on three.ie or by purchasing and activating a Prepay Voucher. All Prepay Vouchers must be activated within a specified period after purchase. Additionally, Prepay Vouchers expire within a certain period after activation.

Validity and expiry periods (If applicable) for each type of Top Up and Prepay Voucher can be found in our Price Guide and other customer documentation including Prepay terms and conditions on three.ie.

### **Top Up credit (whether an Active Prepay Voucher or not or other Top Up) on your account are not redeemable for cash.**

We may suspend or disconnect our Services if we reasonably believe that you haven't complied with certain terms of your agreement.

We may also suspend our Services or disconnect you if you have not added

a Top Up on your account for a certain length of time.

## **Terms for Three Services**

### **- General Terms (for both Bill Pay and Prepay Customers)**

#### **1. Who's who and what's what**

1.1 When we say:

- (a) 'we', 'us' or 'our', we mean Three Ireland (Hutchison) Limited, trading as 'Three';
- (b) 'you' or 'your', we mean you, our customer (whether you are a Bill Pay Customer or Prepay Customer);
- (c) 'agreement', we mean your agreement with us for the supply of Three Services.
- (d) 'Minimum Term', we mean the agreed contract duration for the supply of Three Services as defined by the tariff plan (e.g. 30 days up to 12 months (SIM only) and up to 24 months for Bill Pay tariff plans. – see details of the Price Plan selected by you for your Minimum Term)

1.2 We also have set out in the glossary at the back of this section some useful definitions of words we use in these Terms for Three Services.

#### **2. About your agreement**

2.1 Your agreement is made up of these Terms for Three Services, your Price Plan, any specific terms and conditions of your Price Plan published on Three.ie, together with any policies regarding your use of Three Services which we may notify you

of from time to time. Additional terms may apply to any promotional or special offers.

2.2 Your agreement is personal to you. You have to do what you've contracted to do, unless we write and say you can do something outside the agreement. Unless we give you permission (acting reasonably), you can't pass your rights or responsibilities to anyone else – even if we give you more than one SIM or you give your Device to others. It's your responsibility to make sure the SIMs are only used to access Three Services as permitted in this agreement.

2.3 This agreement does not cover:  
(a) any products or services you buy while using Three Services; or  
(b) the supply of your Device. The manufacturers of Devices are not related to us. Any terms relating to Devices will be given to you separately.

### **3. When your agreement begins Bill Pay Customers**

3.1 If you are a Bill Pay Customer, your agreement starts when we Connect you to Three. If you exclusively use three.ie or another distance channel to agree to Three Services, your Connection will occur when your SIM is dispatched by our delivery partner. If you use a retail store to agree to Three Services or to collect your SIM, Connection will occur once the sale is completed. If you opt to collect your Device in a Three store, having agreed to

Three Services and paid for your Device online or over the phone, and fail to collect your Device within the period specified, your agreement for Three Services and the Device purchase will be cancelled.

3.2 (a) If you are a Bill Pay Customer and your Price Plan has a Minimum Term, you agree to remain Connected to Three for that Minimum Term. The Minimum Term for the supply of Bill Pay Services can be viewed in Three's Price Guide. You have limited rights to end the agreement during the Minimum Term as set out in Section 10. (b) If you are a Bill Pay Customer and your Price Plan does not have a Minimum Term, or your Minimum Term has expired, we will supply you with Three Services until either of us chooses to end the agreement in any of the permitted ways set out in Section 10.

### **Prepay Customers**

3.3 If you exclusively use three.ie or another distance channel to agree to Three Services, your Connection will occur when your SIM is dispatched by our delivery partner. If you use a retail store to agree to Three Services or to collect your SIM, Connection will occur once the sale is completed. If you wish to use Three Services, you need to Top Up your account as outlined.

3.4 Subject to you having an Active Top Up on your account, we will supply you with Three Services until either of us



chooses to end the agreement in any of the permitted ways set out in Section 10.

3.5 Renewing your agreement and/or upgrading your Device is dependent on your current Price Plan. You can see if you're eligible via our website <http://www.three.ie/eshop/upgrades/> or alternatively contact Three customer care.

#### **4. Variations to your agreement or prices Bill Pay Customers**

4.1 We may vary any of the terms of your agreement, including our Price Plans, on the following basis:

- (a) any updated Price Plans and new terms will be available on our website and on request to Three Customer Services;
- (b) if you are a Bill Pay Customer, we will let you know at least one month in advance if we decide to:
  - (i) discontinue your Price Plan; or
  - (ii) make any changes to your terms and conditions; or
  - (iii) other than as provided for at Section 6.16(b), increase the fixed periodic charges for your Price Plan (if applicable) by an amount which is more than the percentage increase in the Retail Prices Index Figure (or any future equivalent) in any twelve month period. You can end the agreement for such variations as explained in Section 10.

Subject to the above, you will not be able to end the agreement if such variation or increase:

- (i) is due to changes to Irish or EU law, government regulation or licence which affect us; or
- (ii) relates solely to Add-on(s) (if applicable to you). In such circumstances you will not be able to end your agreement but you will be able to cancel the Add-on(s) by giving us 30 days' notice; and
- (c) if you carry on using Three Services after the variation commences, you will be deemed to have accepted the variation.

4.2 If we offer a range of Price Plans, you may change from your Price Plan to one of a selected range of other Price Plans on such terms as agreed with us.

#### **Prepay Customers**

4.3 We may vary any of the terms of your agreement, including our Price Plans, on the following basis:

- (a) any updated Price Plans and new terms will be available on our website and on request to Three Customer Services;
- (b) we will let you know at least one month in advance if we make any variations to your agreement. You are free to stop using Three Services if we make such variations; and
- (c) if you carry on using Three Services after the variation commences, you will be deemed to have accepted the variation.

#### **5. What we will provide for you. A Three phone number and SIM**

5.1 We will open an account for you and provide you with a SIM and a Three phone number (and we may agree to provide you with additional SIMs and mobile numbers on your request).

5.2 We own each SIM and each SIM remains our property at all times. You are being allowed to use the SIM by us on a limited licence to enable you to access Three Services, in accordance with the terms of this agreement. We may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends.

You can only use our SIM to obtain Services from us.

5.3 Each SIM may only be used in Devices which are enabled for Three Services and are authorised by us for Connection to the Three network. Any attempt to use the SIM in other devices may result in serious damage to the device and may prevent you from being able to use it, including the making of emergency calls. In these instances, we are not responsible for any such damage or usage problems

5.4 Devices which can be used to access Three Services are locked to our network. The software in the Device and all intellectual property rights in that software is owned by the Device manufacturer and you are being allowed to use the software on a limited licence from the Device manufacturer. During the term of your Agreement for the supply of Three

Services, you must not permit your Mobile to be unlocked via any unauthorised manner (ie by anyone other than us or the manufacturer).

You will be required to have met the Minimum Account Spend as a Bill Pay Customer or a Prepay Customer before your Device will be unlocked by Three. Please see the Three unlocking policy on [three.ie](http://three.ie) for process information and Minimum Account Spend.

Prior to us arranging for your Mobile to be unlocked, you must ensure that you back- up or otherwise store separately any of your information or other data on the Mobile which you may require, as this may be lost during the Mobile unlocking process. We are not responsible for any information or any other data which may be lost during the Mobile unlocking process.

### **Three Services**

5.5 Once you are Connected to Three (and, if you are a Prepay Customer, subject to you having an Active Top Up on your account), we will provide you with access to our Services. The Three Services may also include Age Restricted Services, provided you are 18 or over and you do not show or send any content from the Age Restricted Services to anyone under 18. You can find more details of all Three Services in our List of Services.

5.6 You will also be able to upload and

send your own content using the Three Services. You grant us a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Three Services. If you choose to use the POP3 polling features in our Messaging Services, you are appointing us as your agent for enabling the POP3 polling Services to be provided to you.

5.7 We may:

(a) change or withdraw some, or part, of the Three Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Subject to Section 4.1 (if you are a Bill Pay Customer) and Section 4.3 (if you are a Prepay Customer), you can end the agreement, and

(b) also determine how Three Services are presented and delivered to the Device or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time.

### **Limitation of Three Services**

5.8 We will always try to make Three Services available to you. However, Three Services are only available within Three's coverage area.

Mobile internet speeds vary due to a number of factors including but not limited

to (a) the location of the user, (b) device capability (handset, modem/dongle), (c) distance of user from the serving site, (d) number of users active on the site, (e) location of the modem if using in doors and (f) topographical issues that arise in the case of valleys, mountainous terrain, trees, buildings and other obstructions. In the case of indoor use, advances in building insulation can also negatively impact service and speed.

Within this, there may be areas where you do not have access to all Three Services or where coverage is otherwise limited or unavailable. For more information about coverage, visit our website.

### **Disruption to Three Services**

5.9 There may be situations when Three Services are not continuously available or the quality is affected and so we cannot guarantee continuous fault-free service.

For instance:

(a) when we need to perform upgrading, maintenance or other work on the Three network or Three Services;

(b) when you move outside Three's coverage area whilst you are on a call (in this case calls may not be maintained);

(c) when you are in areas not covered by the Three network. In these cases Three Services relies on other operators' networks where we have no control; and

(d) because of other factors outside our control, such as the features or

functionality of your Device, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

### **Recycling of Three phone numbers**

5.10 Prepay Policy - where the account has been inactive for a period of 12 months, we will give you 30 days' notice of Disconnection and the number will enter Three's recycling policy i.e. quarantine for a period of 12 months and then will be available for reuse by Three unless you port (i.e. transfer) the mobile phone number to another operator during this timeframe.

Bill pay Policy - Once the number is disconnected from the network, the number will enter Three's recycling policy i.e. quarantine for 12 months and then will be available for reuse by Three unless you port (i.e. transfer) the mobile phone number to another operator during this timeframe.

## **6. What you will do in return Secure your Device, PIN, Passwords and SIM**

6.1 As we own the SIM and it remains our property at all times, you must ensure that you keep the SIM safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if required to do so by us at any time, as set out in these terms.

6.2 You must keep all PINs and passwords secure and confidential. You are also responsible for the security of your Device and must ensure that you keep it secure (refer to the Device manufacturer's user guide for details of how to keep your Device secure).

6.3 The PIN on the SIM will be set as default to 0000 at the time of purchase. We recommend that you change your PIN on the SIM as soon as possible for security reasons. Please consult the instructions issued by your Device manufacturer for details on how to change your SIM PIN.

6.4 You should immediately change your PIN or password if you become aware that someone is accessing Three Services on your account without your permission.

### **Responsible use of Three Services**

6.5 You may only use Three Services: (a) as laid out in this agreement including the User Guide); and (b) for your own personal use. This means you must not resell or commercially exploit any of the Three Services or content.

6.6 You must not use Three Services, the SIM or Three phone number or allow anyone else to use Three Services, the SIM or Three phone number for illegal or improper uses. For example:

(a) for fraudulent, criminal or other illegal activity or for any purpose other than that indicated and agreed by you at Connection;

- (b) in any way which breaches another person's rights, including copyright or other intellectual property rights;
- (c) to copy, store, modify, publish or distribute Three Services or their content (including ringtones), except where we give you permission;
- (d) to download, send or upload content of an excessive size, quantity or frequency. We will contact you if your use is excessive;
- (e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with the integrity of the Three network, the networks or systems of others or Three Services;
- (f) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload; and
- (g) to use or provide to others any directory or details about Three customers.

6.7 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of your Three Services and account.

You must only use Device and Accessories authorised by us for Connection to the Three network and also comply with all relevant legislation relating to their use.

#### **6.8 We may publish policies including:**

- (i) acceptable use and fair use policies

(including a Data Modem Usage policy for Data Modem customers) which provides more detail about the rules for use of certain Three Services, and the actions that might be taken and any network management tools or measures which we may take in order to ensure that use of Three Services is not excessive, to combat fraud and to ensure that Three Services can be enjoyed by all of our customers;

- (ii) policies relating to network management tools or measures that Three may undertake to measure and shape traffic so as to avoid filling or overfilling a network link or node or any IT system; and
- (iii) policies regarding steps that Three may take to prevent and in reaction to security and integrity threats and vulnerabilities (including threats or vulnerabilities to our Network, IT and other systems).

- (iv) privacy policies and/or cookie policies to explain how your personal information is processed on our apps, websites and extra services you choose to engage with.

You will be able to view these policies on our website via the Help & Support section or request a copy from Three Customer Services by calling 1913. You agree to comply with any policy (including any amended policy) published by Three from time to time that applies to your use of the Three Services and agree that Three may implement these policies. These policies will set out how these measures may impact on service quality.

## **Responsible use of Services (including Messaging and Storage Services)**

6.9 While using the Services, you must not send or upload:

- (a) anything that is copyright protected, unless you have permission;
- (b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses and you undertake to take all reasonable steps to ensure that your Device and any systems to which it may be connected are protected by up to date commercially available anti-virus software; or
- (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

6.10 We may apply a fair use limit on your data roaming in accordance with Commission Implementing Regulation (EU) 2016/2286. See [three.ie](http://three.ie) for further details of this EU Fair Use Policy.

6.11 While we have no obligation to monitor your use of the Services if you exceed the limits set out in our fair use policies (which are published as part of our Price Guide and are available on our website or from Three Customer Services) or we are made aware of any issues with your use of these Three Services (for example, if we are made aware that you are using Three Services in any of the

ways prohibited in Section 6.8 above), we reserve the right to limit or restrict your access to the Services including removing or refusing to send or store content on your behalf.

## **Responsible use of Age Restricted Services**

6.12 If you are under 18, you are not permitted to access our Age Restricted Services (if any). If you are 18 or over and wish to access Age Restricted Services you must satisfy our Age Verification Requirements. If you are 18 or over and you access the Age Restricted Services, you must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under 18 use your Device.

## **Responsible use of Three Services outside Ireland.**

6.13 If you use Three Services from a country outside Ireland, your use of the Three Services may be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations.

## **Paying your Bills – Bill Pay Customers**

6.14 If you are a Bill Pay Customer, you must pay us all Charges for all Three Services which are accessed using

the SIM(s) we supply you or which are accessed using your Device(s), whether the Three Services are accessed by you or by another person, with or without your permission. If any of the SIMs or your Device(s) are lost or stolen (either separately or with any of your Devices), you remain responsible for all the Charges to your account until you tell us what happened and arrange for your SIM(s) and Device to be deactivated.

6.15 We will send you a bill on a periodic basis and this will usually be done monthly. However, we reserve the right to change this period (and we would give you at least 14 days' notice of this).

6.16(a) Your bill will normally include your fixed Charges and any administration fees along with Charges for your use of the Three Services in Ireland in the last period and outside Ireland in prior periods. It may also include an amount to repay the cost of your Three- compatible Device (depending on the payment scheme you have chosen). VAT will be added to your bill where appropriate.

6.16 (b) If you are a new, recontracting or upgrading customer or changing your Price Plan on or after 30th November 2021 your fixed periodic charge may be subject to an annual increase of 4.5%, which if applicable shall be as set out in the agreement issued to you. For the avoidance of doubt, any such 4.5% annual increase to your fixed periodic charge

shall not constitute a variation to your agreement.

6.17 You must make your payment by the due date and by one of the payment methods stated on your bill. However, we may also submit an interim bill or require an immediate payment if we think you have exceeded a reasonable limit on your account.

6.18 As described in Section 6.14 above, we will send you a bill on a periodic basis, which will usually be monthly. The bill will state the amount of the Charges due from you and the due date by which you must make payment. If you fail to pay

your account on time, you will be breaking your agreement and we may Suspend or Disconnect you.

In this case, you will have to pay any outstanding Charges and (where applicable) a Cancellation Fee.

We shall set a credit limit on your account. We may increase, decrease or remove your credit limit without notice. If you exceed the credit limit we set, we may suspend any or all of the Three Services you use until you have made a payment to your account. You should not use the credit limit for budgeting as the amount you owe is not capped or limited by any credit limit we set. You may contact Three Customer Services at any time to find out your then current credit limit.

6.19 We may need to take legal or other

collection action against you for non-payment of Charges.

This could mean you have to pay our costs and expenses, including legal costs, with interest added daily.

6.20 If you use your Device to buy goods and services from third parties, you are responsible for paying any bill they may send you.

6.21 If you have been accepted as a Bill Pay Customer under the terms of our Advance Payment Scheme, we will hold your advance payment until your bills have been paid in full and by the due date for six consecutive months. After the period, you may request us in writing to refund your advance payment, which will be credited to your account unless you ask otherwise. If you fail to pay your bills in full by the due date, we reserve the right, in addition to our rights, to set off your advance payment against unpaid bills.

### **Paying your Charges – Prepay Customers**

6.22 If you are a Prepay Customer, you are responsible for all Charges for Three Services which are accessed using the SIM(s) we supply you or which are accessed using your Devices), whether the Three Services are accessed by you or by another person, with or without your permission. If any of your SIMs or Device(s) are lost or stolen (either separately or with any of your Devices),

you remain responsible for all the Charges to your account and we have no obligation to make a refund to you of any credit or allowance on any top Up (whether it is an Active Top Up or not) or any Add-ons which are used following the loss or theft.

6.23 Your credit or allowances contained in any Top Up or Add-on (as applicable) will be reduced each time you use or incur Charges for Three Services.

If for any reason your account balance drops below zero, you will not be able to access Three Services and you will need to purchase and activate a Top Up or Add-on or otherwise make a payment to us to clear the negative balance on your account.

You may only use Prepay Vouchers and Add-ons to obtain credit or allowances for access to Three Services.

Top Ups, Add-ons and any credit or allowance on your account are not redeemable for cash under any circumstances.

6.24 Prepay Vouchers must be activated on your account during the validity period specified on the Prepay Voucher or on three.ie or other relevant customer documentation.

6.25 Top-ups to your account using a Prepay Voucher or other method (including any complimentary credit or allowances provided on or after Connection to the Three Services) will expire within a specified period. Any unused credit or



allowances remaining at the end of the expiry period will be forfeited. If an expiry period applies it will be specified with the Prepay Voucher, To Up or on three.ie or other relevant customer documentation.

6.26 If you use your Device to buy goods and Services from third parties, you are responsible for paying any bills they may send you.

6.27 To protect you and us against fraud, we may place limits on the amount of credit that can be activated on your account using Top Up or when using a credit or debit card. We may vary those limits from time to time.

## **7. Your Rights – Complaints**

7.1 If you are unhappy about any aspect of our Three Services, you should contact Three Customer Services (see the Glossary section for Three’s Customer Services contact details).

7.2 We will investigate any complaint in accordance with our complaints handling policy, after which we will contact you with the results. Our complaints handling policy is detailed in our Code of Practice which is a pdf document accessible from our homepage three.ie. via the footer. If you are not satisfied with the response or solution and you wish to initiate a dispute with us or compensation claim, please refer to our Code of Practice which outlines the methods of initiating same.

7.3 See our Privacy Notice (a link to which

is contained in Section 13) for information about data protection and privacy complaints.

## **8. Our Rights – Intellectual Property**

8.1 All rights, including copyright in Three Services and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.

8.2 The ‘Three’ trademark and other related images, logos and names on Three Services are proprietary marks of our group of companies. We reserve all our rights.

## **9. Suspension of Three Services**

9.1 We may Suspend any or all of the Three Services you use without notice if:

- (a) we reasonably believe you have provided us with false or misleading details about yourself as set out in our Privacy Notice, a link to which is contained in Section 13;
- (b) we advise you that your excessive use of Three Services (as may be defined in accordance with Section 6.7 above) is causing problems for other users, and you are continuing to use Three Services excessively;
- (c) we believe your Device or SIM has been lost or stolen;
- (d) we reasonably believe that you have used Three Services, the SIM(s) or a Three phone number for illegal or improper purposes in contravention of our

responsible use requirements in Section 6 above;

(e) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you are using Three Services in any of the ways prohibited in Sections 6.5, 6.8 and 6.11). If this happens, we will deal with the complaint in the manner set out in Section 7;

(f) we are required to suspend your Three Services by the emergency services or other government authorities; or

(g) we reasonably believe you have permitted your Device to be unlocked via any unauthorised manner and/or have not paid any relevant Charges due in contravention of Section 5.4 above.

9.2 If you are a Bill Pay Customer, in addition to the circumstances set out in Section 9.1, we may also Suspend any or all of the Three Services you use without notice if:

(a) you have not paid our Charges on time, or have exceeded an acceptable level of credit;

(b) you have insufficient credit in your account to cover Charges you agreed to pay in advance.

9.3 If you are a Prepay Customer, in addition to the circumstances set out in Section 9.1, we may also suspend any or all of the Three Services you use without notice if your account balance drops below zero and you have failed to purchase and

add a Top Up or otherwise make payment to us to clear such negative balance.

9.4 If we Suspend any or all of your Three Services, you will still be able to make emergency calls (unless they have been Suspended at the request of the emergency services).

9.5 If your Three Services are Suspended, we may agree to re-Connect you if you ask us to do so.

## **10. Ending this agreement and Disconnection of Three Services Bill Pay Customers**

10.1 You may end this agreement in the following ways:

(a) If you are eligible to avail of statutory cancellation rights or the 14 Day Money Back Guarantee. See [three.ie/support](http://three.ie/support) for information on the policy and eligibility

(b) During the Minimum Term. After the 14-Day Money Back Guarantee period has passed, you can end the agreement during your Minimum Term (if you have one – this will be stated in your Price Plan) by giving notice to Three Customer Services at least 30 days before the date you want to end the agreement.

However, you must pay us all the Charges you owe, plus any Cancellation fee for your Price Plan (as set out in the Price Guide) or your Price Plan terms on [three.ie](http://three.ie).

(c) On 30 days' notice, outside the Minimum Term. You can end the agreement if your Price Plan does not contain a

Minimum Term, or if you want to end the agreement at the end of your Minimum Term or any time after your Minimum Term has expired, provided you give written notice to Three

Customer Services at least 30 days before the date you want to end the agreement.

(A Cancellation Fee will not be charged.)

(d) You can end the agreement without penalty if we notify you at least one month in advance of a variation to the terms and conditions of your agreement. You must give notice to Three Customer Services. Continued usage of services at any stage after such variation shall be taken as acceptance of same.

10.2 We may end this agreement in the following ways:

(a) On 30 days' notice, outside the Minimum Term.

If your Price Plan does not have a Minimum Term, or the Minimum Term has expired, we can end this agreement by giving at least 30 days' notice of ending the agreement.

(b) Because of your conduct. In the following cases, we may end your agreement immediately and you have to pay all the Charges you owe up until we Disconnect you:

(i) if we have the right to Suspend your Three Services on any of the grounds in Section 9 and we believe that the grounds are serious and have not been, or are

unlikely to be, rectified;

(ii) if we believe that your communications with Three Customer Services or any of our retailers or agents, or your use of our Three Services, are jeopardising the operation of the network, or are of an unacceptable nature;

(iii) if we reasonably believe you will not be able to pay your bill. This could result from a failure to pass one of our credit assessments; or

(iv) in the event of your bankruptcy, insolvency or death.

(c) No network access or Three Services. We may end your agreement if we no longer have access to other operators' networks which we need to provide Three Services, or if we are no longer able to provide Three Services due to factors beyond our control or because we cease business.

10.3 Once you are Connected to Three, you can only end this agreement in the ways set out in Section 10.

However, if you are a consumer, any statutory rights which you may have, which cannot be excluded or limited, will not be affected by this Section. For more information on your statutory rights, contact the Competition and Consumer Protection Commission.

### **Prepay Customers**

10.4 You can end the agreement within one month of us telling you about a variation

to the terms and conditions of your agreement by stopping your use of Three Services.

10.5 We may Disconnect you and end this agreement in the following ways:

- a) On 30 days' notice. If you are a Prepay Customer, we can end this agreement by giving you at least 30 days' notice. Your agreement will finish at the expiry of the 30 day notice period or a later date which we specify;
- (b) For non-use or non-payment of Three Services. If you are a Prepay Customer, we may Disconnect you if you have not topped up your account or if your account balance drops below zero and you have failed to purchase and activate a Prepay Voucher or otherwise make payment to us to clear the negative balance as detailed in Section 9.3;
- (c) Because of your conduct. We may also Disconnect you immediately without notice:
  - (i) if we have the right to Suspend your Three Services on any of the other grounds as permitted in Section 9 and we believe that the grounds are serious and have not, or are unlikely to be, rectified; or
  - (ii) if we believe that your communications with Three Customer Services or any of our retailers or agents, of your use of our Three Services, are jeopardising the operation of the network, or are of an unacceptable nature; or
  - (iii) in the event of your death.

(d) No network access or Three Services. We may Disconnect you if we no longer have access to other operators' networks which we need to provide Three Services, or if we are no longer able to provide Three Services due to factors beyond our control or because we cease business.

## **11. Effect of this agreement ending Bill Pay Customers**

11.1 If this agreement ends, we will close your account and Disconnect you and you will not be able to use Three Services or make emergency calls.

11.2 You must immediately pay all Charges you owe up to the date the agreement ends. If we end the agreement due to your conduct or if you end your agreement within the Minimum Term, the Charges will include a Cancellation Fee.

## **Prepay Customers**

11.3 If this agreement ends, we will close your account and Disconnect you. On Disconnection you will not be able to use the Three Services or make emergency calls.

11.4 You must immediately pay all Charges you owe (if any) up to the date the agreement ends. If we Disconnect you for non-use of the Three Services or your conduct (under Sections 10.5 (b)-(c)), then any unused credits or allowances remaining on your account on Disconnection will be forfeited.

## **12. Liability**

### **Limits on our liability**

12.1 All of our obligations to you relating to Three Services are set out in your agreement and are subject to ComReg Decision D14/18. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.

12.2 Except as set out in 12.3:

- (a) all other terms, conditions and warranties relating to Three Services are excluded;
- (b) our entire liability to you for something we do or don't do will be limited to €3,000 for one claim or a series of related claims;
- (c) we are not liable for any direct or indirect loss of income, business, anticipated savings, goodwill or profits, or for any loss or corruption of data in connection with the use of Three Services;
- (d) We are not liable for any indirect or consequential loss incurred by you; and
- (e) We are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.

12.3 Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you are a consumer, the terms of this agreement will not affect any of your statutory rights

which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact the Competition and Consumer Protection Commission or the Commission for Communications Regulation(ComReg).

### **Three Services – Areas where we have no responsibility**

12.4 We will try to ensure the accuracy, quality and timely delivery of Three Services. However:

- (a) we accept no responsibility for any use of, or reliance on, Three Services or their content, or for any disruptions to, or any failures or delays in, Three Services. This includes, without limitation, any alert Services or virus detection Services; and
- (b) subject to Section 12.3 we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Three Services or their content. They are provided to you on an 'as is' basis; and
- (c) we are not providing you with advice of any kind (including without limitation investment or medical advice). Where Three Services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements.

12.5 We will not be liable:

- (a) for any loss you may incur as a result of someone using your Device, SIM,

PINs or passwords, with, or without, your knowledge; or

(b) if we cannot carry out our duties, or provide Three Services, because of something beyond our control; or

(c) for your failure to comply with your agreement.

Others' content and Services –

Areas where we have no responsibility.

12.6 You may be able to use Three Services:

(a) to upload, email or transmit content using Three Services; and

(b) to access content which is branded or provided by others and to acquire goods and Services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or Services. We are not responsible or liable in any way for, and do not endorse, any of this content, goods or Services.

12.7 This Section 12 will apply even after this agreement has ended.

### **13. Privacy**

13.1 We will process your personal information in accordance with our Privacy Notice; our website and app privacy policies and cookie policies available from the app or website you choose to visit; and the policies provided with any optional extra services you sign up to. The Privacy Notice is available at <http://www.three.ie/>

TIHL- Privacy-Notice/.

### **14. Notices**

14.1 Our website is a great source of information that you may find useful when using our services – it is the most up to date source of information about Three and its services. You may find it useful to refer to when using our services.

14.2 If we need to send any notices under this agreement to you, we will do this by communicating them to you on [www.three.ie/customernotification](http://www.three.ie/customernotification) and via SMS, email or post, using your most recent contact details given to us (if any).

### **15. Other terms**

15.1 This agreement is governed by Irish law. Each of us agrees to only bring legal actions about this agreement in an Irish court.

15.2 If you, or we, delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us, from taking action later.

15.3 If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.

15.4 We may assign rights under your agreement to any third party. We may assign, novate or transfer our rights and obligations under your agreement to a third

party who agrees to continue complying with our obligations under this agreement.

15.5 In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your Three phone number for Three Services.

15.6 You confirm that you have full contractual capacity to agree to the agreement and are able to pay the Charges.

15.7 Our registered number is 316982 (Ireland) and our registered office is at:

**Three Ireland (Hutchison) Limited, 28/29  
Sir John Rogerson's, Quay, Dublin 2  
Glossary for Terms of Three Services  
and Care3**

Three Customer Services: our service team who are available to help you with your queries. They can be contacted by calling 1913 free from any Irish mobile or landline or by email to [www.three.ie/contact-us](http://www.three.ie/contact-us), or by post to Three Customer Services, Three Ireland (Hutchison) Limited, PO Box 333, Dublin 2, Ireland

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**Accessory/Accessories:** any battery, battery charger, stylus, Device case, portable handsfree, SIM or consumable item (items which are regularly replaced) or any other item authorised by us that may facilitate the use of your Device.

**Active Top Up:** a Top Up for which the specified validity period or credit/allowance has not expired.

**Additional Services:** additional or supplemental services for which a charge is made in addition to the fixed periodic charges for your price plan or Add-on(s) (if applicable).

**Add-on or Booster:** means additional allowances or services which may be purchased (as detailed on [three.ie](http://three.ie) and other customer documentation).

**Advanced Payment Scheme:** the scheme operated by Three where applicants for Three's Bill Pay service who do not satisfy Three's normal credit terms, may be offered the Bill Pay Service, subject to making an advance payment. Details and terms of the Advance Payment Scheme are available in-store and on [three.ie](http://three.ie)

**Age Restricted Services:** any Three Services which are specified in the List of Services for use only by customers 18 or over.

**Age Verification Requirements:** the requirements you must satisfy in order to access Age Restricted Services as may be published by us from time to time on or

website three.ie or available upon request from Three Customer Services.

**Bill Pay Customers:** a customer who receives periodic bills for their use of Three Services.

**Boxed Accessories:** all Accessories that you receive as part of the original packaging of your Device.

**Cancellation Fee:** means, for Bill Pay Customers, a fee charged if we end the agreement due to your conduct or if you end your agreement within the Minimum Term. This fee will be set out in your Price Guide and may cover (without limitation) your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by us in Connecting and Disconnecting the Three Services and our payments to operators, network providers, stores or agents.

**Charges:** charges for access to, and use of, Three Services laid out in the Price Plan. These charges may cover (without limitation) fixed periodic charges, usage charges, account administration fees. If you are a Bill Pay Customer and choose not to pay by direct debit, you will incur an administration charge as laid out in the Price Guide on three.ie

**Communications Data:** information about the routing of services, calls and messages you make and receive, the date, time, duration and cost of these, and information about the identity of your Device and SIM.  
**Connection:** for Bill Pay Customers means: the procedure by which we give you access

to Three Services. 'Connect', 'Connecting', and 're-Connection' have corresponding meanings.

**For Prepay Customers means:** the procedure by which we give you access to Three Services following our acceptance of your application to activate individual Prepay Vouchers. 'Connected', 'Connecting', and 're-Connection' have corresponding meanings.

**Damage:** any accidental, sudden and unforeseen damage to the Device caused by external means which affects the operational functioning of the Device.  
**DataModem or USB:** a data card or data modem which is authorised by us for Connection to the Three network.

**Disconnection:** the procedure by which we stop your access to Three Services. 'Disconnected' and 'Disconnecting' have corresponding meanings.

**Device:** the Device (including a DataModem) or mobile device that is authorised by us for Connection to the Three network, which is used to access Three Services, excluding all Accessories.

**Device Box:** the package delivered to you containing the Device, SIM, Terms for Three Services, the terms for Care3 and anything else required to be delivered to you with your Device.

**List of Services:** our descriptions of current Three Services. These may be amended from time to time, and can be viewed on our



website or requested from Three Customer Services.

**Location Data:** data indicating the geographical location of your Device when using Three Services or when your Device is switched on.

**Minimum Account Spend:** the amount which you must have paid to Three for Three Services as a Bill Pay Customer or Prepay Customer before Three will unlock your Device, as laid out in the Price Guide on three.ie.

**Minimum Term:** the minimum fixed term for the supply of Bill Pay Services as laid out in your Price Plan.

**Messaging Services:** any email, fax and voicemail Services, SMS and multimedia messaging Services, personal information management and other message or communication facilities which let you communicate with others and which are specified in the List of Services.

**Minimum Term:** the minimum fixed term for the supply of Three Services, ) as laid out in your Price Plan.

**Mobile:** the mobile device that is authorised by us for Connection to the Three network which is used to access Three Services, excluding all Accessories.

**Prepay Customer:** a customer who pays for their access to and use of Three Services in advance via a Prepay Voucher.

**Prepay Voucher:** a voucher or any other payment mechanism or receipt used to Top-

Up your account to gain access to Three Services.

**Price Guide:** the document that sets out the Price Plans, our current Charges and related details (including, if you are a Bill Pay Customer, any Minimum Term and payment commitments). The Price Guide is a pdf document and is accessible from the footer of every page on our website three.ie

**Price Plan:** our current price plans set out in the Price Guide as well as any other price plans we may introduce in the future.

There may be more than one price plan offered to you and if so, you will be required to select one before you are Connected to Three. The price plans may be amended or withdrawn from time to time, and can be viewed at three.ie or requested from Three Customer Services. If you are a Prepay Customer, prices may vary depending on the value of the Prepay Voucher or Add-on purchased.

**SIM:** a card which contains your Three mobile number and enables you to access Three Services.

**Storage Services:** any Three Services in the List of Services which offer you storage capacity on the Three network for storage of content which you access from Three Services.

**Suspension:** the procedure by which we temporarily Disconnect your access to the Three Services. 'Suspend' has a

corresponding meaning.

**Three Services (or Services):** the services offered by Three, including Messaging Services, Mobile Broadband, Storage Services, Age Restricted Services, which we have agreed to provide for you.

**Top Up:** topping-up your Prepay Customer account to gain access to Three Services, including but not limited to Prepay Vouchers.

**User Guide:** our guide which provides an outline of how to use Three Services. The guide may be amended from time to time, and can be viewed at [three.ie](http://three.ie) or requested from Three Customer Services. There may be more than one User Guide to suit use of Three Services on different Devices.



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