

## Three Business Broadband+: Price Plan Rules

The Three Business 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 Business Broadband+ is available to new business customers and existing Three business customers and is subject to status, upgrade eligibility and credit check. A minimum contract term ("Minimum Term") of 18 months applies which is agreed by you when connecting to Three Business Broadband+ Plan. Your agreement may be provided in writing or recorded during a telephone or online sales process. (PLEASE NOTE: The Three Business Broadband+ plan is subject to the restrictions specified in section 9 below.) This price plan is not available to consumers.
2. PLEASE NOTE: If you cancel your Three Business 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.
3. Paperless billing is the default billing option for all customers on Three Business Broadband+.
4. 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). 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.
5. You acknowledge that data speeds vary and depend on factors such as device capabilities, location and network congestion.
6. 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).
7. If you change your Three Business 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
8. The inclusive data of Three Business Broadband+ Price Plan can be used in Republic of Ireland only.
9. 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 Three Business Broadband+ 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.

10. Additional charges apply if you use your Three Business 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.
11. 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.
12. Data usage will be applied in the following manner:
  - i. Price plan inclusive data
  - ii. Purchased Add Ons
  - iii. Out of bundle rates
13. It is a condition of the Three Business Broadband+ plan that Customers agree to pay amounts due to Three by direct debit and continue to do so.
14. Additional charges on top of either the Monthly Recurring Charge (“MRC”) may apply depending on your usage where you exceed your monthly allowance.
15. 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.
16. If you require the installation of equipment at your business premises to augment the coverage, additional terms of equipment installation made available to you at such installation shall apply.

The Price Plan and Price Plan Rules may be varied or amended by Three for any reasonable commercial, technical or operational reason.

## Three Business Broadband+ INSTALLATION CONSENT FORM

Customer Name: \_\_\_\_\_

Installation Premises Address: \_\_\_\_\_

**“Address”** means the address of the premises on which the installation is to take place

**“We” or “Three”** means Three Ireland (Hutchison) Limited or its affiliates or agents

**“You”** means you the Customer acting for purposes which are within a trade, business, craft or profession and not as a consumer;

**“Three Customer Premises Equipment”** or “Equipment” means the solution installed in you the Customer’s premises designed to improve in-building data speeds offered by Three’s Coverage utilising outdoor Coverage by offering it as WiFi within the Customer premises, comprising the External Antenna in which the SIM card is installed and the WiFi Router/Access Point both connected via Cat5e (or higher) Power over Ethernet (PoE) cable.

1. The make and model of the Equipment to be supplied and installed is determined at Three’s sole discretion.
2. The Equipment shall be installed by a Three approved installer at your Address and this includes drilling a holes in an appropriate external wall before installation of the Equipment.

### **3. Ownership of the Equipment:**

- 3.1. On installation, the Equipment becomes your property and you are responsible for any disposal of the Equipment in accordance with applicable legislation. However any software in the Equipment is the property of Three or the Equipment manufacturer.
- 3.2. You agree that tampering with the Equipment after installation may damage the Equipment and/or impact its effectiveness.

### **Equipment Installation**

#### **4 Access to the Property**

- 4.1. We will organise an appointment for installation which is convenient to both of us, subject to the availability to us of the Equipment.
- 4.2. You agree that we are able to access your address and premises on the appointed day to install the Equipment.

#### **5. Consents and Permissions**

- 5.1. The installation of your Equipment may require the agreement or consent of a third party such as a lessor, landlord or local council or authority. You agree that you are responsible for ensuring that any required agreements and consents have been obtained before We instal any Equipment.

**5.2.** This Agreement only covers installation and supply at the premises identified at the Customer Address indicated above.

## **6. Warranty**

**6.1** Equipment which is supplied and installed by Three or an authorised Three agent comes with a manufacturer warranty against faults arising in the first 12 months after installation. The 12 month warranty also covers cabling and/or installation faults. The following are not covered

by the warranty: faults arising from misuse, accidental or deliberate damage, damage arising from use of Equipment that is not supplied by us or any cosmetic damage which does not affect the

functionality of Equipment or damage caused by events outside our reasonable control or our Equipment suppliers.

**6.2** To report a fault, please contact Three Business Customer Care.

**6.3** Any replacement equipment will be new or 'as new' (previously used Equipment that has been refurbished by the manufacturer or its authorised agent). We will warrant any repair or replacement until the later of the end of the original 12 month warranty period or 3 months from the date it was carried out.

**6.4** Subject to Section 6.1, Three makes no additional warranty whatsoever in relation to the Equipment, service maintenance and its or their operation or use. Any conditions or warranties (whether express or implied by statute, common law or arising from a course of conduct or a previous course of dealing or trade custom or usage) as to quality or fitness for a particular purpose (even if that purpose is made known expressly or by implication to Three) are, to the fullest extent permitted by applicable law, excluded in full.

## **7. You the business customer**

You confirm that you are acting for purposes within a trade, business, craft or profession and not as a consumer and you acknowledge that any provisions of consumer law, including but not limited to S.I. 484 European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 do not apply to this Agreement.

Signed:

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Authorised business customer contact name

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Business customer name

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Date