

Three Mobile 24 x7 Care Terms and Conditions

This is a charged Add-on service for Three Customer Care services on a supplemental basis to the standard Three Customer Care hours giving Three Customer Care for mobile services only on a 24/7 basis (the "Service") available as (a) either recurring Three 24x7 Mobile Care Monthly or (b) non-recurring Three 24x7 Mobile Care Ticket which provides the Service for one query only where such query arises outside of standard Three Customer Care hours as further defined below. The Service shall be provided by Three Ireland Services (Hutchison) Limited or Three Ireland (Hutchison) Limited (each trading as "Three") supplemental to your Three terms of service and price plan terms. These Terms and Conditions govern the provision of the Service between you and Three and constitutes our agreement (the "Terms and Conditions").

Definitions

"Account Manager" means the individual appointed by Three to manage Your business account with Three;

"Add-on" means any additional service available supplemental to your Price Plan such as the Three 24x7 Mobile Care Monthly which is recurring or Three 24x7 Mobile Care Ticket, which is a once-off request by a Customer for the Service for one query only;

"Care agent" means the individual appointed by Three to provide care services to Three customers;

"Customer" or "You" means you the business customer of Three for mobile services;

"Device" means a mobile handset;

"End User" means a mobile user of Three services who is associated with You the Customer;

"MMS" means multimedia messaging service;

"Price Plan" means the Three business bill pay price plan selected by the Customer at connection to Three and which contains set inclusive allowances for a monthly recurring charge for a specified minimum term and rates for out of allowance services;

"Service" means the Mobile 24x7 Care service Add-on available as either Three 24x7 Mobile Care Monthly or Three 24x7 Mobile Care Ticket as further described in the Service Description below provided as certain Three Customer Care services available outside of Standard Care Hours and Customers with the Service have access to Three Customer Care for specific matters only, on a 24/7 basis;

"SMS" means short messaging service or text message;

"Three SIM card" or "SIM" means the card supplied by Three which contains your Three mobile number used to identify and authenticate End Users;

"Terms and Conditions" means these terms and conditions for the Service.

"Three Agreement" means your agreement with Three for mobile services which these Terms and Conditions are ancillary to.

1. The Terms and Conditions

1.1 These Terms and Conditions apply from when Three accepts your request for the Service. Please read these Terms and Conditions carefully

1.2 In exchange for the relevant charge (the value of which will be stated at the point of purchase) you will be given access to the Service.

1.3 Three may modify the Terms and Conditions at any time.

1.4 The Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with Three for products, services or otherwise.

2. Providing the Service

2.1 The Service is available only to Customers who are subscribed to a Price Plan. You must meet these criteria to avail of the Service.

2.2 Existing Three Customers may register for the Service by contacting Your Account Manager or a Care agent.

2.3 Three will provide the Service with reasonable skill and care.

2.4 The Service is not available on a stand-alone basis and is available as a charge to Your Three account as an Add-on on an account basis, in addition to your Price Plan.

2.5 Charges for Three 24x7 Mobile Care Monthly shall be applied for the monthly period from the time at which the account charge or ticket charge has been applied to the bill. Charges are not pro-rated for the first month where activation does not coincide with the start of your billing cycle. Charges for Three 24x7 Mobile Care Ticket service are charged at a fixed rate at the time of service initiation as a once-off charge.

2.6 Only the query types set out in the Service Description at section 5 are included in the Service.

2.7 All requests to activate or cease this Add-on must be processed through the Customer authorised account contact.

2.8 The Customer acknowledges that where the Customer's account with Three is suspended, including but not limited to for a failure to pay Three charges, the Service will be unavailable.

3. Term

3.1 The Three 24x7 Mobile Care Monthly Add-on shall be applied on a recurring basis co-terminously with Your Three Agreement in place at the time the Three 24x7 Mobile Care Monthly Add-on is applied.

3.2 The Three 24x7 Mobile Care Ticket shall be applied on application by You for one query only, subject to the exclusions at section 5.2 below and shall not recur.

3.3 Three reserves the right to vary or amend any element of this Service at any time. These Terms and Conditions may be varied or amended by Three for any valid commercial, technical or operational reason.

4. General

4.1 You may not transfer or try to transfer any of your rights and responsibilities under these Terms and Conditions without our consent. Three may transfer our rights and responsibilities to

any third party without your permission.

4.2 If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining provisions.

4.3 Three reserves the right to amend these Terms and Conditions at any time.

5. Service Description

5.1 With the Three Mobile 24x7 Care service Three has a dedicated helpdesk for Customer and incident reporting by phone to supplement the standard support access of Monday to Friday 08.00 to 19.00 and Saturdays and public holidays 09.00 to 18.30 ("Standard Care Hours") which allows end users to call and speak to a Three representative to investigate some of the most common queries for End Users 24 x 7 x 365 days a year, subject to the Exclusions set out below at section 5.2.

Queries covered under the Service which are available outside of Standard Care Hours are as follows and the following queries only are available on a 24 hours a day and seven days a week basis to Customers who agree to receive the Service.

- Three SIM card swaps to end users existing number to a replacement SIM if the old SIM is lost, stolen or damaged, or if the end user needs a different size SIM for a new device.
- SIM refresh on the End Users device if it is not functioning as anticipated, for example, if it is experiencing connectivity issues.
- Roaming Queries & Ticket logging
 - Check roaming on end user device before travelling
 - Unable to connect to a network
 - Unable to call, text or use data.
 - Roaming availability in different countries.
 - Accessing voicemail when roaming
 - Coverage queries in roaming country
- Coverage queries and ticket logging
 - Unable to connect to the network.
 - Coverage issue in a specific area
 - Outdoor/Indoor coverage query
 - Unable to make/receive a call
 - Unable to use data
 - Unable to send an SMS
 - Unable to send an MMS
 - Dropped calls
 - Unable to access voicemail
 - Manually selecting a network.
- Apply or Remove an Add-on. Add-Ons can offer end users extra minutes, texts or data to their Three account. Authorised contacts can include or remove these. Add-ons are also used to restrict/allow the following features:
 - Calls and texts
 - International Calls
 - Data roaming
 - Domestic Data (Usage within Republic of Ireland)
- Suspension. A suspension lets an authorised contact temporarily restrict services on your SIM or SIM and device if your mobile is lost or stolen. (Monthly recurring charges still apply when service is suspended)

- Cancellation. A Cancellation lets an authorised contact cease an agreement for one or more services with Three permanently.
- Queries are for Mobile Services.

5.2 All other queries are excluded as are any non-mobile queries. Exclusions to the Service include but are not limited to the following;

- Three Account Reviews
- Sales Activity
- Upgrades or Upgrade queries
- Immediate Device replacement
- Account Administration
- Services outside of mobile such as ICT, Fixed Wireless Access & Fixed line services
- Price plan changes

www.three.ie