

### **Three Business Plans: “Three Business ROI 24M” and “Three Business EU 24M”.**

1. These Price Plan rules are in addition to the General Terms for Business Services at <https://www.three.ie/pdf/three-telecommunications-services-including-fixed-services-TIHL.pdf> and any other Terms provided to you. Please note that your agreement to the Price Plans may be provided in writing or recorded during a telephone or online sales process.
2. In the event of any conflict these terms shall prevail. Capitalised terms in these Terms have the same meaning as used in the General terms of Service, unless specifically defined in these Terms.
3. Your Price Plan includes a per-billing-cycle Allowance (of minutes/text messages and data to varying amounts) as set out in the “Business price guide” at <https://www.three.ie/legal/pricing.html>. If you exceed any part of your Allowance or you use a service which is not included in your Allowance, you agree to pay additional amounts on top of your monthly recurring charge.
4. Additional minutes, texts or data can be added to price plans via Add-ons. However these Add-ons will be at an additional cost.
5. A 24 month Minimum Term applies to each of “Three Business ROI 24M” and “Three Business EU 24M”.
6. Where you wish to terminate your agreement during the 24 month Minimum Term you must pay an early termination fee. This fee is calculated by multiplying the number of remaining months in the Minimum Term by the monthly recurring charge of your price plan.
7. Where you are permitted to upgrade before your existing Minimum Term has expired, your upgrade Minimum Term will not commence until you have completed your existing Minimum Term.
8. On Three Business price plans out of Allowance minutes will be charged on a per minute basis.
9. Where you have not completed your Minimum Term, you can move to another Three Business price plan provided the new business price plan is of equal or greater Minimum

Term and monthly recurring charge. The change of price plan will be effective as of your next billing date.

10. You cannot move to another Three Business price plan with a lower value monthly recurring charge until your Minimum Term with Three has ended.
11. The authorised account contact who has the authority to act for you the customer acknowledges that you the business customer is liable to pay all charges incurred on their account including but not limited to where an account subscriber requests an Add-on.
12. You acknowledge that data speeds vary and depend on factors such as device capabilities, location and network congestion. . For further details log onto <https://www.three.ie/coverage-checker/>
13. It is your responsibility to ensure that your SIM is compatible with the handset intended for use.
14. The Three Text feature cannot be used in conjunction with any device connected to a PC for the purposes of sending or receiving large volumes of text messages, or through desktop text applications and Three reserves the right to terminate the Service without notice where it appears to Three that any customer uses, or has used, the Service in this or in any related manner.
15. 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.
16. If you do not use up your Allowance in a billing cycle, you lose the unused portion of your Allowance and it does not roll over to the next billing cycle and no refund or credit is applied for any unused portion of the Allowance.
17. Call and text usage will be applied in the following manner:
  - i. Three to Three minutes (where applicable with your price Plan)
  - ii. Price plan Allowance
  - iii. Purchased Add-ons
  - iv. Out of bundle rates

18. Data usage will be applied in the following manner:
- i. Price plan inclusive data (where applicable)
  - ii. Purchased Add Ons
  - iii. Out of bundle rates
19. Where your Price Plan has an unlimited element of minutes and/or texts it is subject to a fair usage allowance of 10,000 minutes and/or texts per month.
20. Your inclusive allowance for voice minutes can be used for calls made in Ireland to Irish mobile or landline numbers and calls made in the EU to Irish or EU landline or mobile numbers. Roaming calls outside the EU and calls to international numbers SIM premium rate numbers, directory enquiries and all other call types including non-geographic numbers are charged at rates as set out in the “Business price guide” at <https://www.three.ie/legal/pricing.html>.
21. Your Price Plan does not have a built in ROI or EU data allowance. Data Add-ons are available for Three Business ROI 24M and Three Business EU 24M price plans. The Add-on allowances and the surcharge which applies if you exceed your Data Add-on allowance are subject to the terms and conditions applicable to that Add-on.
22. Inclusive voice minutes apply to calls to Irish mobile numbers, Irish landline numbers and voicemail while in the Republic of Ireland and calls made while roaming in the EU to other EU numbers, calls to voicemail and calls back to Republic of Ireland landlines and mobile numbers. This feature is subject to the fair use allowance. All calls while roaming outside of the EU and international calls are charged calls at published rates <https://www.three.ie/legal/pricing.html>. In addition, calls to international numbers, premium rate numbers, directory enquiries and all other call types (for example 1890, 1850, 0818 etc) are charged calls.
23. Inclusive text messages apply to texts sent to Irish mobile numbers while in the Republic of Ireland only and texts sent while roaming in the EU to other EU numbers and back to Republic of Ireland. This feature is subject to the fair use allowance. All texts sent whilst roaming outside the EU and international texts are charged at published rates <https://www.three.ie/legal/pricing.html>. In addition, texts to premium rate numbers, directory enquiries numbers, MMS and other texts are charged.

24. EU Roaming is available on Three Business EU 24M plan. Inclusive minutes can be used, when roaming in the EU to make calls to Irish or EU mobiles and landlines and to make calls to voicemail. Where there is a roaming voice allowance in your plan (as described above), this allowance may be used for calls made when roaming in the EU. This feature is subject to the fair use allowance, see Fair use policy Terms and Conditions. Inclusive texts can be used, when roaming in the EU, for sending texts to Irish and EU mobiles.
25. All other EU roaming usage such as calls/texts to international mobiles and landlines outside the EU (for example France to Canada), premium rate usage, directory enquiries and all other usage types (for example nongeographic calls) are charged on the Price Plans. All roaming outside the EU is charged except where there is an allowance built into the Price Plan. See <https://www.three.ie/legal/pricing.html>. for up to date roaming rates. Three will endeavour to ensure all roaming records are captured at time of billing however there is a dependency on third parties to provide roaming usage details in a timely manner.