

### **Three Business Affinity Plans**

Three Business Affinity plans are available to employees of companies where an agreed Affinity has been put in place with Three.

Three Business Staff Affinity Plan Rules are for customers connecting or upgrading on or after 1<sup>st</sup> January 2018. Three Business Staff Affinity SIMO 12m, Three Business Staff Affinity 24M, 3 Business Staff Affinity Plus 24M, Govt Talk & Text 12M AND Govt Staff Affinity 24M.

1. These Price Plan rules are in addition to the General Terms for Services 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 - Govt Talk & Text 12M has no data) as set out at

<https://www.three.ie/legal/pricing/>

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 Staff Affinity 24M, 3 Business Staff Affinity Plus 24M and Govt Staff Affinity 24M. Three Business Staff Affinity SIMO 12M and Govt Talk & Text 12M have a 12 month Minimum Term.

6. Where you wish to terminate the contract during your agreed Minimum Term (12 month Minimum Term for SIM only and Talk & Text plans), or migrate to a plan that has lower monthly recurring charge, you must pay a cancellation 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.

8. Once you have used up your bundle minutes, out of bundle calls will be charged on a per minute basis.

9. Where you have not completed your Minimum Term, you can move to another Three Business Affinity price plan provided the new business affinity 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 Affinity price plan with a lower value monthly recurring charge until your Minimum Term with Three has expired.

13. You acknowledge that data speeds vary and depend on factors such as device capabilities, location and network congestion.

14. It is your responsibility to ensure that your SIM is compatible with the handset intended for use. Certain SIM cards will not support 4G. If your handset is not a 4G compatible handset, it will not support 4G access. For further details log onto: [www.three.ie/business/4G](http://www.three.ie/business/4G)

15. The Three Price Plan cannot be used in conjunction with any device connected to a PBX, such as a mobile line device, mobile gateways and SIM Boxes 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 mobile.

16. 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.

17. 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.

18. If you do not use up your bundle 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.

19. 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 bundle allowance iii. Purchased Add-ons iv. Out of bundle rates

20. Data usage will be applied in the following manner: i. Price plan inclusive data ii. Purchased Add-Ons iii. Out of bundle rates

21. Where your Price Plan has an unlimited element it is subject to a fair usage allowance of 10,000 minutes and/or texts per month.

22. 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, premium rate numbers, directory enquiries and all other call types including non-geographic numbers are charged at rates for Three Ireland Services (Hutchison) Limited customers as set out on our website at <https://www.three.ie/legal/pricing/>

23. Three Business Staff Affinity SIMO 12m, Three Business Staff Affinity 24M, 3 Business Staff Affinity Plus 24M Price Plan come with the All you Can Eat Data service in the Republic of Ireland. The EU fair use policy is applied in respect of the All you Can Eat Data service and your EU Roaming Allowance is calculated in accordance with the EU fair use policy at

<http://www.three.ie/web/legal/consumer>

For plan allowances and the surcharge which applies if you exceed your roaming fair usage limit, please see the Price Guide at <https://www.three.ie/legal/pricing/>

For full terms of the All you Can Eat Data service please see

<http://www.three.ie/web/legal/business/>

24. Where your Plan includes All you can eat Data and your data usage exceeds 60GB in a billing cycle and your usage affects other network users, we reserve the right to limit your service. 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).

25. Inclusive voice minutes apply to calls to Irish mobile numbers, Irish landline numbers and voicemail while in the Republic of Ireland, calls made to non-geographic numbers (1800, 1850, 1890, 0818 and 076) and calls made 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 calls while roaming outside of the EU and international calls are charged calls at published rates <https://www.three.ie/legal/pricing/>

In addition, calls to international numbers, premium rate numbers, directory enquiries and all other call types are charged calls.

26. 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/>

In addition, texts to premium rate numbers, directory enquiries numbers, MMS and other texts are charged.

27. Plan data allowances are suitable for use while you are in the Republic of Ireland and EU only and data usage while roaming outside the EU is charged at published rates at <https://www.three.ie/legal/pricing/>

<https://www.three.ie/legal/pricing/> for charges for data usage in excess of your allowance.

28. EU Roaming is available on all Three Business Affinity Plans. 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.

29. 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 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/> 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.

30. Any international Worldwide Allowances are for calls to international mobiles and landlines and texts to international mobiles. All calls to other numbers including satellite and special numbers are excluded. You should request for any barring of international services to be lifted from your account if you wish to use this feature. A minimum one minute is used for any International call. The standards rates for international calls and text apply when Price Plan allowances are used up