

All You Can Eat Data service Terms & Conditions.

Terms and conditions of All You Can Eat Data service (“the Service”) offering

1. The following terms and conditions of the Service are in addition to the terms and conditions of Three Business Multi Line and Three Business Single business plans at <http://www.three.ie/web/legal/business/>

In the event of any conflict, these terms and conditions shall prevail.

2. The Service may only be used within Three’s coverage area within the Republic of Ireland.

3. 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 exceed 60GB in a billing cycle and your usage affect other network users, we reserve the right to limit the Service.

4. The Service is available for use with your SIM Card in your handset only. Tethering or use of your handset as, or the SIM in conjunction with, a modem is not allowed, except in the case of Three customers who have subscribed to a Three handset and Tablet bundle offering. In the event that we identify that you have breached this condition, Three reserves the right to suspend, modify or restrict your use of the Service or to withdraw your access to the Service at its absolute discretion.

5. Under no circumstances will Three be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in the Service or the provision of the Service.

6. You must not use the Service for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication or storing of any information which is of an offensive, abusive, indecent, obscene or menacing nature.

7. You are responsible for any misuse of the Service even if it is by another person using your access to the Service.

8. The Service is supplied to you on an “as is” basis and we make no representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Service or their content.

9. We may suspend the operation of the Service for repair or maintenance work or in order to update or upgrade the contents or functionality of the Service from time to time.

10. The Service and its constituent provisions are restricted to personal use only. Three reserves the right to withdraw or terminate the Service without notice, in the event that Three believes that same is being used, or has been used, for commercial purposes, for example the use of a gateway.

11. Three reserves the right to withdraw the Service either generally or in respect of any particular Customer at anytime and to vary or amend any element of the Service at any time without further notice. These terms and conditions may be varied or amended by Three for any valid commercial, technical, legal, regulatory or operational reason.

12. These Terms shall be governed and interpreted in accordance with Irish law and you and we both consent to the exclusive jurisdiction of the Irish courts.

13. These terms and conditions are in addition to the full Terms and Conditions of the Three Service at http://www.three.ie/web/uploads/pdfs/terms/consumer/The_General_Terms_Three_Service.pdf as well as any terms for relevant business plans.