# **Business 3Mobile Broadband Price Plan Rules**

## Effective 10th January 2018

The 3Mobile 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**

- Three Broadband 3GB, Three Broadband 15GB and Three Broadband Unlimited plans ("3Mobile Broadband Price Plans") are available to new customers and existing Three customers and are subject to status, upgrade eligibility and credit check. A minimum contract term ("Minimum Term") of either 18 months or 24 months applies which is agreed by you when connecting to one of the 3Mobile Broadband Price Plans. Your agreement may be provided in writing or recorded during a telephone or online sales process. (PLEASE NOTE: The Three Broadband Unlimited plan is subject to the restrictions specified in section 11 below.)
- 2. PLEASE NOTE: If you cancel your 3Mobile 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 3Mobile 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 for coverage details). Outside of 4G coverage areas you will get 3G coverage in areas with 3G coverage (see three.ie/explore/coverage-checker for 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.
- 7. If you change your 3Mobile 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. A data usage limit applies per monthly bill cycle on 3Mobile Broadband Price Plans and data usage in excess of the relevant usage limit is charged an out of bundle rate as detailed at www.three.ie/business/solutions/broadband-plans/. Unused data will not be

carried forward to the next bill cycle. The inclusive data on Three Broadband 15GB and Three Broadband Unlimited Price Plans are for use on the network within Ireland (excluding Northern Ireland) only and excludes all data usage while roaming (also excludes roaming in EU). See http://www.three.ie/business for up to date details on data roaming charges.

- 9. The inclusive data of Three Broadband 3GB Price Plan can be used in Republic of Ireland and in EU roaming. It excludes all data usage while roaming outside of EU. Data usage in excess of 3GB (Republic of Ireland and EU) limit is charged an out of bundle rate as detailed at www.three.ie/business/solutions/broadband-plans/.
- 10. 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.
- 11. 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 3Mobile Broadband Unlimited 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.
- 12. Additional charges apply if you use your 3Mobile 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/. All charges exclude VAT unless otherwise stated.
- 13. 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.
- 14. Data usage will be applied in the following manner:
  - i. Price plan inclusive data
  - ii. Purchased Add Ons
  - iii. Out of bundle rates
- 15. It is a condition of these Business 3Mobile Broadband plans that Customers agree to pay amounts due to Three by direct debit and continue to do so.
- 16. Additional charges on top of either the Monthly Recurring Charge ("MRC") may apply depending on your usage where you exceed your monthly allowance.
- 17. 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.
- 18. MRC offer is not available with any other promotion, offer or discount and may not be available with all Three affinity schemes. Three reserves the right to withdraw the Offers either generally or in respect of any particular customer at any time and to vary or amend any element of the Offers at any time without further notice. These terms and conditions may be varied or amended by Three for any valid commercial, technical or operational reason.
- 19. These Price Plans are effective 1<sup>st</sup> of January 2018

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

## "Three Broadband 3GB, Three Broadband 20GB, Three Broadband 60GB, Three Broadband 100GB and Three Broadband 250GB" Rules

### Effective 28th May 2017

The Three Mobile Broadband Price Plans and 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 and Price Plan Rules carefully. By accessing or using Services you agree to be bound by the terms of the Price Plan and Price Plan Rules. If you do not wish to be bound by the terms of the Price Plan and 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.

#### **Price Plan Rules**

Three Broadband 3GB, Three Broadband 20GB, Three Broadband 60GB, Three Broadband 100GB and Three Broadband 250GB plans ("Mobile Broadband Price Plans") are available to new customers and existing Three customers and are subject to status, upgrade eligibility and credit check. A minimum contract term ("Minimum Term") of either 30 days, 12 months, or 18 months (as selected by you) applies which is agreed by you when connecting to one of the Mobile Broadband Price plans.

Your agreement may be provided in writing or recorded during a telephone or online sales process.

PLEASE NOTE: If you cancel your Mobile 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.

Paperless billing is the default billing option for all customers on Mobile Broadband.

You can use Three 4G if you have a compatible device purchased from Three, a compatible SIM and if your billing address provided at connection to Three is located within a 4G coverage area (see three.ie/explore/coverage-checker for coverage details). Outside of 4G coverage areas you will get 3G coverage in areas with 3G coverage (see 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.

If you change your Mobile 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.

A data usage limit applies per monthly bill cycle on Mobile Broadband Price Plans and data usage in excess of the relevant usage limit is charged. Unused data will not be carried forward to the next bill cycle. The inclusive data is for use on the network within Ireland (excluding Northern Ireland) only and excludes all data usage while roaming with the exception of the 3GB plan which can be used for roaming in the EU only. See <a href="http://www.three.ie/web/legal/older-terms-and-pricing/">http://www.three.ie/web/legal/older-terms-and-pricing/</a> for up to date details on data roaming charges.

Additional charges apply if you use your Mobile Broadband SIM card for services other than Mobile Broadband. Calls to Irish mobiles and landlines cost 29c per minute. For additional rates see http://www.three.ie/web/legal/older-terms-and-pricing/

All charges exclude VAT unless otherwise stated.

It is a condition of these Business Mobile Broadband plans that Customers agree to pay amounts due to Three by direct debit and continue to do so.

Additional charges on top of the Standard MRC may apply depending on your usage where you exceed your monthly allowance.

If you cancel your Price Plan you will be required to pay the Standard MRC for any remaining months (applies to your Price Plan (and for any period thereafter within your Minimum Term)multiplied by the number of months left on the Minimum Term. No Discount will be applied to any element of any cancellation charges.

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

# Three Mobile Broadband Value Plans – Business Bill Pay Effective 28th May 2017

## **Price Plan and Price Plan Rules**

The Three Mobile Broadband Price Plans and 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 and Price Plan Rules carefully. By accessing or using Services you agree to be bound by the terms of the Price Plan and Price Plan Rules. If you do not wish to be bound by the terms of the Price Plan and 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.

#### **Price Plan Rules**

This Price Plan is available to new and existing Three customers and is subject to status, upgrade eligibility and credit check. A minimum contract term applies which is agreed by you when connecting to one of the Mobile Broadband Price plans. Your agreement may be provided in writing or recorded during a telephone or online sales process.

**PLEASE NOTE:** If you cancel your Mobile Broadband Service within the Minimum Term of the contract then you will be required to pay Three the balance of the total aggregate monthly subscription Charges up to the end of the Minimum Term.

Paperless billing is the default billing option for all customers on Mobile Broadband.

To avail of a Value Broadband Price Plan you must have a Three Fixed Line service.

You can move between other price plans when you have completed 6 months of your existing term. If you change your Mobile Broadband Price plan then you must agree a new Minimum Term

A data usage limit applies per monthly bill cycle on Broadband Price Plans and data usage in excess of the relevant usage limit is charged. Unused data will not be carried forward to the next bill cycle. The inclusive data is for use on the network within ROI only and excludes all data usage while roaming. See http://www.three.ie/web/legal/older-terms-and-pricing/ for up to date details on data roaming charges.

Additional charges apply if you use your Mobile Broadband SIM card for services other than Mobile Broadband. Calls to Irish mobiles and landlines cost 29c per minute. For additional rates see http://www.three.ie/web/legal/older-terms-and-pricing/

All charges exclude VAT unless otherwise stated.

Minimum system requirements may apply. We will use reasonable efforts to make the Service available to you at all times. Both quality and availability of the Service are affected by a range of factors. To access the Service using the Equipment you will need to be in an area covering the Services. Up to date information on coverage can be accessed via <u>www.three.ie</u>.

#### Amendments to the Price Plan and Price Plan Rules

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