

# Three Mobile Call Recording Standard/Extra Add-on Terms and Conditions

This is a charged Add-on service (the "Service") available as either Three Mobile Call Recording Standard or Three Mobile Call Recording Extra, 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 "Agreement").

## Definitions

"Applicable Laws and Regulations" means all laws and regulations arising from the Customer's use of the Service, including but not limited to the European Communities (Markets in Financial Instruments) Regulations 2017;

"Call" means a voice call comprising either an Inbound Call or an Outbound Call;

"Customer" or "You" means you the customer of Three;

"Device" means a mobile handset;

"End User" means a mobile user of a Customer;

"Inbound Call" means a call made by an End User using a Device containing a Three SIM card;

"inbound SMS" means an SMS sent to a Device of an End User;

"Outbound Call" means a call received by an End User using a Device containing a Three SIM card;

"Outbound SMS" means an SMS sent from the Device of an End User;

"Roaming" means the ability of End Users to use their Devices outside the geographical coverage area provided by Three, including outside of Republic of Ireland.

"Service" means the mobile voice call and sms recording service Add-on as further described in the Service Description below;

"Service Provider" means Teleware PLC registered in England at TeleWare House, York Road, Thirsk, North Yorkshire YO7 3BX;

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

"SMS" means short messaging service or text message

## 1. The Agreement

1.1 This Agreement applies from when Three accepts your request for the Service. Please read these Terms and Conditions carefully and our Privacy Notice below before activating the Service with us.

1.2 By using and/or activating the Service with us and/or clicking the accept button on the login/registration page, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Service.

1.3 Three may modify the Agreement at any time. In accordance with clause 1.2, use of the Service constitutes acceptance of the terms of the Agreement current at that point in time.

1.4 These 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. This Agreement contains disclaimers and other provisions that limit our liability to you.

## **2. Providing the Service**

2.1 You are responsible for notifying End Users of the application of the Service on Three SIM cards they have been assigned and Three has no obligations in this regard. Beep tones or a call recording announcement are available features on request.

2.2 The Service is available to End User Devices only when it contains a Three SIM card and such Device is within a Three coverage area in Ireland as set out at <https://www.three.ie/coverage-checker/> or a coverage area of a Three roaming partner when abroad, subject to section 2.5 below

2.3 Three will provide the Service with reasonable skill and care. To the fullest extent legally permitted, the Service is provided without any additional warranty, guarantee or commitment. To the fullest extent legally permitted, Three does not warrant that the Service is fault-free or fit for any particular purpose, or that our system is secure. You assume all responsibility and risk for use of the Service.

2.4 Three will always try to make the Service available but it may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures or due to an emergency. Three is not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service.

2.5 The Service is not fully available on non-CAMEL (Customized Applications for Mobile networks Enhanced Logic) roaming networks on which Outbound Calls will not be recorded due to mobile network technology limitations. However Inbound Calls and Inbound and Outbound SMS will not be affected by this limitation. If an End User is using their mobile phone on a non CAMEL network, calls they receive will be recorded. A full list of countries with CAMEL networks is set out at the Service Description below, please ask your Three account manager for the CAMEL networks in those countries. All networks in other countries not listed at Service Description are non-CAMEL networks. Three will use reasonable endeavours to steer End Users to CAMEL networks when they are in countries with CAMEL networks but End Users should manually select the CAMEL network when they are travelling in countries with CAMEL networks. Three does not warrant that manually selecting a CAMEL network will result in constant connection to such CAMEL network and it is possible that End Users will not have a CAMEL network available at all times, in which case a non CAMEL network may be connected to by an End User. You should contact your Three account manager before End Users travel to confirm the CAMEL networks, which are subject to change.

2.6 The Service is not available on a stand-alone basis and is available as an Add-on on a per End-User basis, in addition to your Three price plan.

2.7 Charges shall be pro-rated for the first month where activation does not coincide with the start of your billing cycle.

2.8 Only the call and message types set out in the Service Description are included in the Service.

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

2.10 The Customer acknowledges that the Service cannot be temporarily ceased or uninstalled for any reason.

2.11 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.

2.12 The Customer acknowledges that Three will not have access to any Service recordings which shall only be accessible by a nominated auditor with an appropriate online profile and decryption software.

2.13 The Service is not available to Three customers with Three Business m-Line or Three Business CPN.

### **3. Warranty**

3.1 The Customer warrants that it is solely responsible for compliance with Applicable Laws and Regulations. Three makes no representation that the Service will ensure compliance with any Applicable Law and Regulation and Three will have no liability to the Customer for any failure of the Service to comply with any Applicable Law and Regulation.

### **4. Security**

4.1 The registration process requests that you provide certain details which must be used in order to access the Service. You must treat your username and password as confidential and you must not disclose such details to a third party. All information provided to us by you during the registration process shall be true and accurate and will be relied upon by us for the provision of the Service.

4.2 There is an interactive web portal for recording retrieval, replay and archiving. You should customise your view as required.

### **5. Limitation of Liability**

5.1 Nothing in this Agreement restricts or excludes either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence, nor for any other liability which cannot be excluded or limited by law.

5.2 Three is not liable to pay damages for any losses caused by failures, errors, delays or interruptions relating to the Service, including as a result of any failure to supply the Service because Three is prevented by events outside our reasonable control.

5.3 Each party's total liability to the other party with respect to this Agreement for any claims arising in any calendar year (whether in Agreement, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall not exceed €1,000.

### **6. Data Protection**

6.1 The parties acknowledge that the customer is data controller in respect of any personal data that Three processes in the course of providing Services to the customer and that Three is a data processor.

6.2 Three shall only process personal data under the Agreement in accordance with the reasonable written instructions of the customer and in accordance with applicable Data Protection Legislation, including in particular:

6.2.1 the adoption of appropriate technical and organisational measures against accidental disclosure, loss or destruction of personal data;

6.2.2 informing the customer within 72 hours in the event of unauthorised disclosure, loss or destruction of any personal data processed under this Agreement ("**Security Incident**") which comes to Three's attention. Unless required by law or other obligation, Three agrees that it will not communicate with any third party including but not limited to the media, vendors, consumers and affected individuals regarding any Security Incident without the consent and direction of the customer;

- 6.2.3 referring to the customer any requests, notices or other communication from data subjects, the Data Protection Commission or any other law enforcement agency relating to personal data for customer to resolve;
- 6.2.4 ensuring that Three personnel processing personal data under the Agreement are under an obligation of confidentiality; and
- 6.2.5 at the cost of the customer, Three will make available reasonable information necessary to demonstrate compliance with this clause, which shall include, once per calendar year on giving 28 days' notice, the right for the customer to conduct a reasonable audit of Three to satisfy the customer that Three is in compliance with this clause. Where any instances of non-compliance are confirmed, the customer's sole remedy shall be to request Three to remediate such non-compliance within a reasonable timeframe.
- 6.2.6 Where requested to do so in writing, and at the cost of the customer, Three will make available such information and assistance as are reasonably necessary to the customer to comply with its obligations to
  - i. respond to requests for exercising the data subject's rights
  - ii. report personal data breaches and
  - iii. conduct Data Protection Impact Assessments and Prior Consultation with Data Protection Authorities.
- 6.3 Customer acknowledges that Three shall transfer personal data to third party sub-contractors (including the Service Provider) to whom disclosure is reasonably necessary in order for Three to carry out the Services and hereby provides its general authorisation to such transfers. Three shall engage such sub-contractors subject to written terms substantially the same as the terms contained in this Clause 8. Customer further agrees that Three shall transfer personal data disclosed pursuant to the agreement to such sub-contractors based outside the European Economic Area but only where adequate safeguards are put in place by Three or such sub-contractors to protect such personal data as required under Data Protection Legislation.
- 6.4 Without prejudice to any other provision of this Agreement relating to termination, on termination of this Agreement, Three shall, on written instructions from the Customer and at its cost, either delete or return all personal data processed as part of the Agreement to Customer unless Three is subject to an overriding legal, regulatory or other requirement to retain such personal data.
- 6.5 For the purposes of clause 8.2. this Agreement shall constitute a written instruction by Customer to Three to carry out such processing of personal data as is required in order to provide the services specified therein
- 6.6 The terms 'processing', 'personal data', 'data processor' and 'data controller' shall be as defined in Regulation 2016/679 as amended, modified, consolidated or re-enacted from time to time.
- 6.7 The parties acknowledges that it is the customer's obligation to set retention period for call and sms recordings at registration.

## **7. Termination**

- 7.1 You can cancel this Agreement upon the provision of notice to your Three account

manager. Upon termination you will have one month to retrieve call and sms recordings from the portal after which time they will be deleted.

## **8. General**

8.1 You may not transfer or try to transfer any of your rights and responsibilities under this Agreement without our consent. Three may transfer our rights and responsibilities to any third party without your permission.

8.2 The laws applicable to the interpretation of the Agreement shall be the laws of the Republic of Ireland.

8.3 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 this Agreement and will not affect the validity and enforceability of any remaining provisions.

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

## **Service Description**

Three Mobile Call Recording Standard and Three Mobile Call Recording Extra are SIM based products which capture

(a) Inbound and Outbound Calls to and from mobile devices of End Users which are stored in the Service Provider secure, cloud based repository, except for any calls to emergency services and Outbound calls made on non CAMEL networks.

(b) Inbound and Outbound SMS to and from mobile devices of End Users which are stored in the Service Provider secure, cloud based repository, except for SMS to emergency services;

(c) List of countries with CAMEL networks

- Albania
- Andorra
- Anguilla
- Antigua and Barbuda
- Argentina
- Armenia
- Australia
- Austria
- Azerbaijan
- Barbados
- Belarus
- Belgium
- Bermuda
- Brazil
- British Virgin Islands
- Bulgaria
- Canada
- Cayman Islands
- Chile
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Dominica
- Dominican Republic
- Egypt
- Estonia
- Finland
- France
- Germany

Greece  
Grenada  
Guernsey  
Haiti  
Hungary  
Iceland  
India  
Indonesia  
Isle of Man  
Israel  
Italy  
Jamaica  
Jersey  
Latvia  
Lithuania  
Luxembourg  
Malaysia  
Malta  
Moldova, Republic of  
Montserrat  
Morocco  
Netherlands  
Norway  
Philippines  
Poland  
Portugal  
Puerto Rico  
Romania  
Russian Federation  
Saint Kitts and Nevis  
Saint Lucia  
Saint Vincent and the Grenadines  
Saudi Arabia  
Serbia  
Slovakia  
Slovenia  
South Africa  
Spain  
Sri Lanka  
Sweden  
Switzerland  
Thailand  
Tunisia  
Turkey  
Turks and Caicos Islands  
Ukraine  
United Arab Emirates  
United Kingdom  
United States  
Vietnam  
Virgin Islands, U.S.  
Yemen  
Zambia  
Zimbabwe