

## General Terms for Services

Please note that when we say “we”, “us” and “our” we mean Three Ireland Services (Hutchison) Limited (trading as “Three”). Three Ireland Services (Hutchison) Limited is a company registered in the Republic of Ireland under company number 234895 and our registered office is located at 28/29 Sir John Rogerson’s Quay, Dublin 2, Ireland. When we say “you” or “your” we mean you, our customer, who is a party to the Contract with us for Services.

### Your 14-Day Money Back Guarantee

- If you are eligible to avail of Three’s 14 Day Money Back Guarantee, you may only terminate your Contract by returning your purchased device and original boxed accessories, along with your proof of purchase, within 14 days of receipt of your device. See [three.ie/support](http://three.ie/support) for information on the policy and eligibility.

### 1. When your Contract begins and renewal of Services/upgrade eligibility

#### If you are a Bill Pay Customer

**1.1** If you are a Bill Pay Customer your Contract starts from the date you complete the registration process or we connect you to the Network. If the Minimum Term of your Price Plan has been completed we will continue to provide you with the Services until either of us decides to end the Contract in the ways allowed in Section 8 below.

#### If you are a Prepay Customer

**1.2** If you are a Prepay Customer your Contract starts when you first use the Services. SIM Cards provided and used by Prepay Customers will be connected to the Network and Prepay Customers can purchase top up credit and use the Services immediately. Provided that you have credit on your Account we will provide you with the Services until either of us decides to end the Contract in the ways allowed in Section 8 below.

### Renewal of Services and upgrade eligibility

**1.3** Renewing your Services and/or upgrading your handset is dependent on your current Price Plan. You can see if you’re eligible for an upgrade via our website <http://www.three.ie/eshop/upgrades/> or alternatively contact Three Customer Care.

### 2. Providing you with the Services

**2.1** We will immediately connect you to the Services as soon as your application is completed.

**2.2** We will try and provide you with the Services at all times but due to the nature of mobile technology it is not possible to provide you with an error free or fault free service. Mobile internet speeds vary due to a number of factors including (a) the location of the user, (b) device capability (handset/modem), (c) distance of user from the serving Network site, (d) number of users active on the Network site at any given time, (e) location of the handset/modem if using indoors and (f) geographical obstructions. We do not warrant or guarantee that the operation of the Services or related Three products and services will be uninterrupted, secure or fault free or will meet any specific requirements that you may have.

**2.3** We will use reasonable efforts to give you access to mobile networks outside the Republic of Ireland (this is called ‘roaming’). Roaming will only be available outside the Republic of Ireland if we have a roaming agreement with the foreign mobile network. Overseas mobile networks may be limited by quality and coverage and not all services may be available while you are abroad.

**2.4** We reserve the right to issue you with reasonable instructions concerning the use of the Services (including the right to restrict certain components of the Services) in the interests of safety, quality of service, other Three customers or for any other technical or operational reason we think is necessary. We may also publish policies including: (i) acceptable use and fair use policies (including a Data Modem usage policy for Data Modem customers) which provides more detail about the rules for use of certain Services, and the actions that might be taken and any network management tools or measures which we may take in order to ensure that use of certain Services is not excessive, to combat fraud and to ensure that Services can be enjoyed by all of our customers;

(ii) policies relating to network management tools or measures that Three may undertake to measure and shape traffic so as to avoid filling or overfilling a network link or node or any IT system; and (iii) policies regarding steps that Three may take to prevent and in reaction to security and integrity threats and vulnerabilities (including threats or vulnerabilities to our Network, IT and other systems). You will be able to view these policies on our website or request a copy by calling 1913. You agree to comply with any policy (including any amended policy) published by Three from time to time that applies to your use of the Services and also agree that Three may implement these policies. (Please note that these policies will set out how these measures may impact on service quality.) If you do not keep to any instructions we provide you or to any policies we publish from time to time we may either suspend or terminate the Services in accordance with Section 7 (Suspension) or Section 8 (Termination) below.

**2.5** We do not warrant, guarantee or endorse any content or Third Party Services you may access or use and your use of any content or Third Party Service is entirely at your own risk. We will not be responsible for any losses or damages that occur through your access or use of content or Third Party Services. We reserve the right to suspend or terminate the availability of content or Third Party Services at any time.

**2.6** We do not guarantee access to content or Third Party Services on the internet and we do not accept responsibility or liability in any way where you access or download content from the internet or upload or transmit content using the Services.

### 3. Changes to Price Plans and changes to the terms of your Contract

**3.1** We may make changes to Price Plans and Price Plan Rules (and the way we collect payment) at any time. We may stop providing certain Price Plans and replace them with new Price Plans at any time. We may make changes to the Services or withdraw certain parts of the Services at any time and we can make changes to the Contract or introduce new terms to the Contract at any time.

**3.2** We will let you know at least 1 month in advance of changes we make to your Contract by contacting you in the ways allowed by Section 17 below.

**3.3** We may need to change your phone number or other numbers and access details we provide to you as part of the Services. We will let you know if this is the case.

#### If you are a Bill Pay Customer

**3.4** If you are a Bill Pay Customer and we make changes to your Contract you may have a right to end the Contract under Section 8.2 below but you will not be able to end the Contract under Section 8.2 if we make a change only in respect of your separate Additional Services or Add Ons. If we make a change to an Additional Service or Add On you will be able to cancel the Additional Services or Add On in the ways we generally allow. You may only move from a Price Plan to another Price Plan in the ways we allow.

#### If you are a Prepay Customer

**3.5** If you are a Prepay Customer and you do not agree with any changes we make then you are free to stop using the Services. If you do not write to us telling us that you do not agree to the change within 30 days of the date we notify you then your continued use of the Services as changed by us indicates that you agree to the change. You may only move from a prepay Price Plan to another prepay Price Plan in the ways we allow.

### 4. Your use of the Services and your obligations to Three

**4.1** You must use the Services and Mobile Equipment in accordance with your Contract and any other reasonable instructions we give you (including the instructions contained in the User Guides and in the Acceptable Use Policy).

**4.2** You are responsible for the use of the Services on the Mobile Equipment and for all Charges that relate to your SIM Card.

**4.3** You must not sell to anyone else or commercially exploit any of the Services, Mobile Equipment or access to the Network.

**4.4** You must not use the Services or Mobile Equipment for any purpose which we believe is abusive, illegal, fraudulent, a nuisance or for criminal activities.

**4.5** You must not use the Services or the Mobile Equipment in any way that breaches another person’s rights or in any way that we believe constitutes an interference with the Network or harms the Network.

**4.6** You must tell us if your Mobile Equipment is lost or stolen.

**4.7** You must only use approved Mobile Equipment with the Network.

**4.8** Content made available to you or which you access as part of Third Party Services may be protected by copyright and other intellectual property rights. Unless you have the separate permission of the relevant rights holder you are not allowed to edit or change the content or to copy and distribute the content to any third parties.

**4.9** If you are under 18 you are not allowed access Age Restricted Services. If you are aged 18 or over and wish to access Age Restricted Services you must meet the requirements of the Three age verification process.

### 5. Mobile Equipment (locked to the Network)

**5.1** The Mobile Equipment is locked to the Network and you are restricted from using the Mobile Equipment on any other network (unless you are roaming). Should you wish to use the Mobile Equipment on any other network you must meet certain conditions before we can supply you with an unlocking code. You must not permit the Mobile Equipment to be unlocked from the Network by anyone other than us or the manufacturer. Please see the Three unlocking policy on [www.three.ie](http://www.three.ie) for further information on the ways we lock Mobile Equipment to the Network.

### 6. Charges and paying for the Services

Details of all Charges for the Services are published on [www.three.ie](http://www.three.ie) or are available on request.

#### If you are a Bill Pay Customer 6.1

You must pay all Charges for Services used by the SIM Card and Mobile Equipment we provide you through one of the payment options we make available. Payment must be made by the date the payment is due and VAT will also be charged if this applies. The amounts you owe us will be calculated in accordance with the Price Plan chosen by you and the Price Plan Rules which apply to your Price Plan. **6.2** If the SIM Card or Mobile Equipment is lost or stolen you are still responsible for the Charges until you tell us what happened and request that we disconnect the SIM Card and Mobile Equipment from the Services. **6.3** You may be allowed change your selected Price Plan to a different Price Plan in the ways we allow and any changes to your Price Plan will take effect from the beginning of the next billing cycle. **6.4** We will make your bill available to you in a paperless format unless you ask us otherwise. Your bill will be provided to you on a periodic basis (usually monthly) and will state the amount you owe us and the due date of payment. We reserve the right to change the way we bill you and to issue interim bills.

**6.5** If you owe us any amount and you do not pay it when it is due we may charge you interest on the amount you owe us. Interest will be charged at 2% per annum above the base lending rate of Allied Irish Bank plc and will be calculated from the due date until the date of payment and on a daily basis.

#### If you are a Prepay Customer

**6.6** If you are a Prepay Customer you can pay for Services on a prepay basis by purchasing top up credit which you then add to your Account. The amounts you are charged will be calculated in accordance with the prepay Price Plan chosen by you and the prepay Price Plan Rules which apply. VAT will also be charged if this applies.

**6.7** As you use the Services, prepay Charges will apply and your Account will be reduced in accordance with the prepay Price Plan and prepay Price Plan Rules. Top up credit and unused allowances on your Account which are not used will expire and be lost at the end of the period of time they are made available for (please note the details of the prepay Price Plan/prepay Price Plan Rules carefully). Credit and other unused allowances are non-refundable and cannot be transferred to another person. We may notify you when your Account reaches

a certain minimum level.

**6.8** If the SIM Card or Mobile Equipment is lost or stolen you are still responsible for the Charges until you tell us what happened and request that we disconnect the SIM Card and Mobile Equipment from the Services.

**6.9** To protect both you and us against possible fraud, we may limit the maximum amount of credit which can be added to your Account.

**6.10** If you owe us any amount and you do not pay it when it should have been paid we may take this from any credit balance on your Account or from any debit or credit card details you have given us. We may also charge you interest on the unpaid amount on a daily basis at the rate of 2% above the base lending rate of Allied Irish Bank plc.

### 7. Suspending the Services

**7.1** We can immediately suspend (i.e. bar), restrict or end the provision of the Services

(in total or in part) if:

- You do not keep to the terms of your Contract with us (for example, you fail to pay us any Charges when due);
- You do not keep to any legal requirements which may apply to your use of the Services;
- We believe that the Mobile Equipment or the Services are being used by you in a way not allowed by your Contract;
- We believe that you have entered into your Contract with us either under a misrepresentation or fraudulently;
- You tell us that your Mobile Equipment has been lost or stolen;
- We believe that the right to use any number or password used in relation to the Services is or has been obtained using a misrepresentation or in an unauthorised, unlawful, improper or fraudulent way;
- You engage in any activity which we reasonably consider is likely to damage the operation or security of the Network;
- You use the Services to make calls to or from a ‘Mobile Gateway’ or ‘SIMBox’;
- If you become bankrupt or make any arrangement with your creditors or you go into liquidation or if an administration order is made or a receiver or examiner is appointed over any of your assets; or
- If we are permanently unable to provide the Services to you.

#### If you are a Bill Pay Customer

**7.2** If you are a Bill Pay Customer then in addition to the circumstances set out in Section 7.1 above, we may suspend (i.e. bar), restrict or end the provision of the Services (in total or in part) if you fail to pass credit checks that we consider reasonably necessary from time to time.

#### If you are a Prepay Customer

**7.3** If you are a Prepay Customer then in addition to the circumstances set out in Section 7.1 above, we may suspend (i.e. bar), restrict or end the provision of the Services (in total or in part) if:

- You choose not to purchase top up credit or make a chargeable use in respect of your Account for a period of 12 months; or
- We believe that when you have topped up (or have attempted to top up) your Account, you have paid or are attempting to pay using a stolen or otherwise barred or false debit or credit card or if the debit or credit card transaction is at some time charged back to us. We may remove the bar when we have been paid the amount owing to us.

**7.4** Where the Services are suspended, restricted or ended because you have chosen not to purchase top up credit or make a chargeable use in respect of your Account for a period of 12 months, we reserve the right to provide you with 30 days’ notice that you will be disconnected from the Network. Where we provide you with 30 days’ notice of disconnection any credit held on your Account will be immediately lost at the date of disconnection and the mobile phone number which we previously provided to you will only be available for a further period of 13 months from the date of disconnection. Following the end of this 13 month period the mobile phone number will no longer be available to you and will be recycled.

#### If you are either a Bill Pay Customer or a Prepay Customer.

**7.5** We will try and tell you when we suspend, restrict or end your use of the Services but we are not required to.

### 8. Terminating and ending the Contract If you are a Bill Pay Customer

**8.1** Either of us may end this Contract without a reason by giving 30 days’ notice in writing via a reliable format. If we decide to end your Contract without a reason by giving you 30 days’ notice in writing then we will not apply any cancellation fees. If you decide to end your Contract with us before the end of the Minimum Term you will, unless the Price Plan and/or Price Plan Rules specify otherwise, have to pay us the following cancellation fee: the monthly recurring charge shown in your Price Plan multiplied by the number of months (including any part months) that are left on the Minimum Term. (Please note that if the Price Plan and/or Price Plan Rules specify a particular scheme of cancellation charges which apply in the event you cancel your Contract prior to the end of the Minimum Term, then your cancellation charges will be calculated in accordance with the Price Plan and/or Price Plan Rules and not this Section 8.1).

**8.2** You can end the Contract without paying a cancellation fee if we make publicly known or directly tell you that there is a change to the terms of the Services we commit to providing you and you do not accept the change by notifying Three Customer Care in the ways we generally allow or on 1913 of your non acceptance within 30 days of the date we make publicly known or directly tell you about the change. If you do not write to us or contact us in the ways mentioned above telling us that you do not agree to the change within 30 days of the date we notify you then your continued use of the Services as changed by us indicates that you agree to the change.

**8.3** You can also end the Contract in the following ways:

- Cancellation:** In accordance with your statutory entitlements you have a 14 day right to cancel an agreement for Services or goods bought by you. Where it applies, this cancellation right is available from the date we agree to provide you with the Services or from the date of delivery of any goods purchased by you (if this delivery date is later).

**Where it applies:** You are entitled to use your cancellation right where your agreement with us is made (or where you offer to complete an agreement with us) at a location which is not a Three business premises or the business premises of a Three representative and where the payment to be made by you is above €50. You are also entitled to use your cancellation right where your agreement with us is made by means of distance selling (e.g. online or over the telephone). If you choose to cancel your agreement with us please contact our Customer Care team on 1913 before the end of the cancellation period. Where you use your cancellation right we will reimburse payments made by you. Please note that you will be responsible for charges which apply for using any services provided by us. You will also be responsible for any decrease in the value of the goods returned by you which results from using the goods in a way which is above what is necessary to establish the goods features and how the goods work. For information on how to return goods to Three please see the Three returns policy on [www.three.ie](http://www.three.ie). Please note that cancellation rights are provided to consumers only and do not apply to Business Customers.

- Outside the Minimum Term (if you have one) you can end your Contract by giving 30 days written or phone notice and no cancellation fees will apply.
- If we don’t do something fundamental that we should have done under the Contract.
- If you are eligible to avail of the 14 Day Money Back Guarantee. See [three.ie/support](http://three.ie/support) for information on the policy and eligibility. No cancellation fees will apply if you are eligible and avail of the 14 Day Money Back Guarantee.

**8.4** We can end the Contract at any time if the circumstances indicated in Section 7 above allow us to suspend (i.e. bar) or disconnect you from the Services and we reasonably believe that the circumstances will not or cannot be promptly fixed or corrected by you.

#### If you are a Prepay Customer

**8.5** You can end the Contract by not using the Services and choosing not to top up your Account at any stage over a 12 month period or if we tell you that there is a modification to your Contract and you do not accept the modification by notifying Three Customer Care on 1913 of your non acceptance within 30 days of the date we make publicly known or directly tell you



about the modification. If you do not write to us or contact us in the ways mentioned above telling us that you do not agree to the change within such period then your continued use of the Services as changed by us indicates that you agree to the change.

**8.6** You can also end the Contract in the following ways:

- **Cancellation:** In accordance with your statutory entitlements you have a 14 day right to cancel an agreement for Services or goods bought by you in certain circumstances. Where it applies, this cancellation right is available from the date we agree to provide you with the Services or from the date of delivery of any goods purchased by you (if this delivery date is later).  
**Where it applies:** You are entitled to use your cancellation right where your agreement with us is made (or where you offer to complete an agreement with us) at a location which is not a Three business premises or the business premises of a Three representative and where the payment to be made by you is above €50. You are also entitled to use your cancellation right where your agreement with us is made by means of distance selling (e.g. online or over the telephone). If you choose to cancel your agreement with us please contact our Customer Care team on 1913 before the end of the cancellation period. Where you use your cancellation right we will reimburse payments made by you. Please note that you will be responsible for charges which apply for using any services provided by us. You will also be responsible for any decrease in the value of the goods returned by you which results from using the goods in a way which is above what is necessary to establish the goods features and how the goods work. For information on how to return goods to Three please see the Three Returns Policy on [www.three.ie](http://www.three.ie). Please note that cancellation rights are provided to consumers only and do not apply to Business Customers.

- If we fail to do something fundamental that we should have done under the Contract.
- If you are eligible to avail of the 14 Day Money Back Guarantee. See [three.ie/support](http://three.ie/support) for information on the policy and eligibility. No cancellation fees will apply if you are eligible and avail of the 14 Day Money Back Guarantee.

**8.7** We can end the Contract at any time in the following ways if the circumstances indicated in Section 7 above allow us to suspend (i.e. bar) or disconnect you from the Services and we reasonably believe that the circumstances will not or cannot be promptly fixed or corrected.

#### **Consequences of the Contract ending - If you are either a Bill Pay Customer or a Prepay Customer**

**8.8** When this Contract ends we will disconnect your Mobile Equipment from the Network (you may keep the Mobile Equipment unless it has been returned to us in accordance with the 14 day cancellation right) and you will have to pay us all outstanding Charges which are due to us.

**8.9** When this Contract ends the mobile phone number which we previously provided to you will only be available for a further period of 13 months from the date of disconnection unless you port (i.e. transfer) the mobile phone number to another operator. Following the end of this 13 month period the mobile phone number will no longer be available to you and will be recycled.

**9. Limits and exclusions of liability**  
**9.1** All of our obligations to you for providing Services to you are set out in your Contract.

**9.2** We will be legally responsible to you if our negligence causes death or personal injury. We will not be legally responsible to you for:

- loss of income;
- loss of use of the Services;
- lost business or missed opportunities; or
- any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into this Contract with you.

**9.3** We will not be legally responsible to you if we:

- cannot provide the Services because of something outside of our reasonable control; or
- suspend your use of the Services or terminate your Contract with us for valid reasons allowed by your Contract with us.

**9.4** Except for fraud or where our negligence causes death or personal injury, we will not pay more than €3000 or 125% of the Charges paid by you in the previous 12 months, whichever amount is lesser, for each claim or a series of related claims.

**9.5** We will use such reasonable skill and care in providing you with the Services as may be expected of a competent mobile telecommunications operator. Except as expressly stated in the Contract, all conditions, terms, warranties and representations whether express or implied by law are excluded (to the fullest extent permitted by applicable law). If you are a consumer, the terms of your Contract will not affect any rights which you may have under any law and which we cannot limit or exclude under any contract or agreement with you.

#### **10. Directory Services and Number Identification If you are dealing with us as an individual**

**10.1** We will, unless advised differently by you, include your name and mobile phone number on the National Directory Database. You may also, as part of this process, request to us that we indicate your preferences to receive third party marketing telephone calls.

**10.2** The Services will allow the display of your mobile phone number on receiving handsets.

**11. Ownership of Numbers and SIM Card**  
**11.1** You do not own the telephone number we provide you as part of the Services and we may change the telephone number we provide you at any time for operational and technical reasons.

**11.2** You do not own the SIM Card we provide you as part of the Services. We own the SIM Card and we give you a license to use the SIM Card for gaining access to the Services and for no other purpose. The SIM Card must be returned to us if we ask you for it.

**12. Insurance**  
Insurance for your mobile handset is available for Bill Pay Customers only. The insurance services are provided to you by a third party and do not form a part of the Contract with us.

**13. Roaming**  
You may only use the Services outside Ireland if we have made roaming facilities available to you. Additional terms and charges will apply if you are using the Services outside Ireland. Please refer to [www.three.ie](http://www.three.ie) and your Price Plan for further details.

**14. Porting**  
**14.1** If you are transferring your number to or from the Network, to or from another mobile operator you will have to comply with the porting requirements of this mobile operator and also the Three porting requirements. Three does not apply a charge for porting your number.

**14.2** We may be unable to transfer and port your mobile number to the Network if you have not complied with the porting requirements of the mobile operator you are transferring from or the Three porting requirements.

**14.3** Any existing credits and allowances that you may have with Three or another mobile operator will not be transferred to or from us and we do not give you any commitment that your number can be transferred to or from us.

**14.4** Certain services which you are able to receive from other mobile operators may not be available on the Network and you may need to get SIM security or network locking functions removed by the mobile operator that you are transferring from.

**14.5** We may reject your request to port your mobile number to or from the Network if any information you provide as part of the porting process is inaccurate or false or for other valid technical and operational reasons. You agree that your existing mobile operator may inform the receiving operator that there are overdue amounts on the account. Please refer to [www.three.ie](http://www.three.ie) for further details on porting.

**14.6** You confirm that you are authorised to request the number port put forward and understand that your request to port serves as notice to Three to cease your services

with your original operator, that you may experience some loss of service during the porting process and that you will remain liable for contractual obligations and outstanding charges with your original operator.

#### **15. How we may use your information and personal details If you are dealing with us as an individual**

**15.1** We and our group companies may use your information and personal details collected under this Contract or collected under additional agreements for other specific products or services offered by us for a variety of purposes as set out here; in our Privacy Notice; in any additional agreements for other products or services offered by us; and our website and app privacy policies and cookie policies available from the app or website you choose to visit. The Privacy Notice and other documents listed above are kept under constant review and amendments may be made to align with changes in Three practices, address an issue identified by internal audit and review, in response to a finding from the Office of the Data Protection Commissioner, or amendments to the governing law or regulatory environment.

**15.2** We will use information and personal details we hold about you for a variety of purposes as set out in more detail in the documents listed in Section 15.1, including in order to provide you with services requested by you and for the provision of marketing information about our own products and services and the products and services provided by selected partners and other third parties. When we provide you with marketing information we will do this by SMS, email, phone, post, digital, online or through any other contact channel which you have registered with us and which is relevant to the purposes of the specific product or service as set out in our Privacy Notice. We will do this both during the period when you are a Three customer and for a period of 12 months after you are no longer a Three customer (i.e. 'win you back' or win back marketing) in order to inform you about products, services, or promotions and special offers which we feel might be of interest to you. If you do not wish to receive such marketing information you can change your preferences by logging onto [www.three.ie/my3](http://www.three.ie/my3), using our LiveChat Service at [www.three.ie/cg](http://www.three.ie/cg) or from our Contact Us Form <http://www.three.ie/contact-us/>. Please note that where you opt out of all marketing from us you will still receive service communications from us (for example, billing communications).

**15.3** Certain products or services offered by us to you, or where you wish to avail of Third Party Services, may require us to pass your information and personal details to service providers, group companies, partners, agents or legal authorities to meet our obligations to you, legal requirements or our legitimate business interests. Where this happens it will be done under appropriate standards required by law and for specific purposes. These parties may be located outside the European Economic Area (the 'EEA') and you consent to this international transfer. We will adopt measures to carry out these transfers in accordance with applicable Irish data protection law.

**15.4** Where you have indicated your permission and preferences we may use your location and service usage data to provide certain services or functionality or to better understand your usage of our services and generally for the purposes set out in Section 15.1 and 15.2 and in more detail in the Privacy Notice.

**15.5** By entering into this Contract with us you explicitly agree to the use of your information and personal details as set out in 15.1, 15.2, 15.3 and 15.4 above. You have the right to access a copy of your personal data; correct any inaccurate data we hold about you; or, where data is no longer required to provide services to you or for other legitimate business purposes, to have data erased. To exercise these rights please contact [privacy@three.ie](mailto:privacy@three.ie). Your information and personal details will be retained for a reasonable period of time in a secure environment. Further information on how we obtain, hold and use your information and personal details is available in our Privacy Notice which forms part of these General Terms for Services. The Privacy Notice is available on <https://www.three.ie/TIHL-Privacy-Notice/>

#### **If you are dealing with us as a Business Customer**

**15.6** We will, unless advised otherwise by the authorised contact for the Business Customer, provide the Business Customer's user details to the National Directory Database for directory enquiries purposes.

**15.7** We may require the Business Customer to provide us with the name of one or more individuals within the Business Customer's organisation for contact purposes. We agree that this information will only be used for contact purposes, as may be necessary for the provision of the Services and to keep to our legal requirements. If any of this information is "personal data" within the meaning of applicable data protection legislation then the individual to whom the information relates to has the right to access the personal data (on payment of an appropriate fee) and to have any incorrect or misleading personal data amended or erased.

**15.8** The Business Customer agrees that its details and those of its employee/contractor users may be used and disclosed by us during the period of the Contract and for a reasonable period of time after the Contract is ended for the purposes of this Contract and for marketing purposes including informing the Business Customer and its employee/contractor users from time to time about our own products and services and information about products and services provided by our selected partners and third parties. If the Business Customer or an employee/contractor user does not want their details to be used for direct marketing purposes in this way then the authorised contact for the Business Customer should change your preferences by contacting your account manager, using our LiveChat Service at [www.three.ie/cg](http://www.three.ie/cg) or from our Contact Us Form <http://www.three.ie/contact-us/>. Please note that where you opt out of all marketing from us you will still receive service communications from us (for example, billing communications).

**15.9** Where you appoint an authorised contact to your account, you are solely responsible for keeping his or her details up to date, including removing that contact from your account when he or she is no longer your authorised contact.

**15.10 Processing of location and usage data**  
Unless explicitly stated in the terms and conditions or Privacy Notice for a particular product or service, location and usage data for Business Customers will be processed in the same way and under the same controls as for individuals as set out in Section 15.4.

**16. Complaints procedure and the Three Code of Practice**  
**16.1** If you are unhappy about the Services you should contact Customer Care via [www.three.ie](http://www.three.ie) or on 1913. How we handle complaints is detailed in the Three Code of Practice which is available on [www.three.ie](http://www.three.ie).

**16.2** If, at the end of the complaints process, you feel your complaint has not been properly addressed, you can contact the Commission for Communications Regulation (ComReg). Contact details for ComReg are specified in the Three Code of Practice.

**16.3** Details on our maintenance services and how to request a refund or compensation from us for failures by us to meet contracted service quality levels are set out in the Three Code of Practice.

**17. Notices under this Contract**  
**17.1** If we need to send you notices under this Contract we will send them by phone or by post or by email or by SMS text or by uploading them to [www.three.ie](http://www.three.ie) or to any Three application that you are using as part of the Services.

**17.2** If we send you notices by post, email or SMS text we will use the contact details you have provided to us as part of the application and registration process. You must tell us about any changes to your contact details.

**17.3** We will treat any notices we send you by post, email or SMS text as having been received by you within a reasonable amount of time after we send them. We will treat any notices we make via any Three application that you are using as part of the Services as having been notified to you from the date of publication.

**If you are a Bill Pay Customer**  
**17.4** If you are a Bill Pay Customer you must send us notices by post or email to our address shown on your bill.

**If you are a Prepay Customer**  
**17.5** If you are a Prepay Customer you must send us notices by post or email in the ways we generally allow. Please see [www.three.ie](http://www.three.ie) for relevant address and email contact details.

#### **18. Using Emergency Services**

You can use the Services to access emergency services by calling '999' or '112' free of charge. In accordance with mandatory regulatory requirements, your caller location data may be passed to the emergency services. Please note that your ability to access emergency services in this way is dependent on the type of service you are using and you may be restricted from accessing emergency services because of operational and technical circumstances beyond our control.

#### **19. General**

**19.1** This Contract is the complete agreement between you and us and is governed by Irish law. We both agree to bring any legal actions about the Contract in an Irish court.

**19.2** We can transfer this Contract to another party at any time. You may not transfer this Contract to another party unless we have agreed in writing beforehand. No other person may benefit from this Contract.

**19.3** If either of us delays or fails to enforce our rights under this Contract this will not prevent either of us from taking further action.

**19.4** If any of the terms of this Contract are not valid or enforceable this will not affect the other terms. We may replace any term of this Contract that is not valid with a similar term that is.

#### **20. Glossary for defined terms used in the General Terms for Services**

**"Acceptable Use Policy"** means the policy published by Three on [www.three.ie](http://www.three.ie) that sets out how you may use the Services.

**"Account"** means your account for the Services which records details of your use of the Services.

**"Add On"** means an additional credit which is purchased for particular additional Services.

**"Additional Services"** means additional services for which a charge is made in addition to the fixed recurring charges specified in your Price Plan.

**"Age Restricted Services"** means any Services which are specified for use by customers aged 18 or over.

**"Bill Pay Customer"** means the individual or Business Customer who completes the Customer Authorisation Process who receives periodic bills from Three for Services.

**"Business Customer"** means the company, corporation or other legal entity specified in the Customer Authorisation Process.

**"Charges"** means the charges for Services we publish in our Price Plans. Charges may cover fixed recurring charges, usage charges, contract cancellation charges, one off charges, other applicable charges and charges for Third Party Services.

**"Customer Authorisation Process"** means the customer authorisation process completed by you to approve registration and provision of the Services. (This process may be completed via call recording by us or our agents or sign up over [www.three.ie](http://www.three.ie)).

**"Data Modem or USB"** means a data card or data modem authorised for connection to Mobile Broadband Services.

**"Messaging Services"** means voicemail, SMS and multimedia services and any other facilities which let you communicate with others using the Network.

**"Minimum Term"** means the minimum fixed term for the supply of Services specified in an applicable Price Plan chosen by you.

**"Mobile Broadband Services"** means the wireless access to the internet you receive using a Data Modem or USB and the Network.

**"Mobile Equipment"** means your mobile phone or other equipment (including a Data Modem or USB) and the SIM Card used to access the Services.

**"Network"** means the mobile communications network used by us to provide you with the Services.

**"Prepay Customer"** means a customer who pays for Services by means of top up credit.

**"Price Plan"** means the price plans made available by us for Services chosen by you.

**"Price Plan Rules"** means price plan rules made available by us for Price Plans chosen by you.

**"Privacy Policy"** means Three Ireland Services (Hutchison) Limited's privacy policy available on <http://www.three.ie/web/legal/privacy-policy/>.

**"Services"** means the mobile communications services provided by Three including voice services, Messaging Services, Mobile Broadband Services and any Additional Services or Add Ons provided to you by Three.

**"SIM Card"** means the Subscriber Identity Module card provided to you for access and use of Services.

**"Third Party Service"** means any service promoted or provided by third parties and accessed by you using the Services.

**"User Guides"** means the Three guides and documents which describe how to use the Services. (These may be amended from time to time and can be viewed on [www.three.ie](http://www.three.ie)).