

## **Affinity Terms and Conditions**

Three Affinity Price Plans (the "Price Plans") — The Price Plan and Price Plan Rules are in addition to the General Terms for Services and any other terms provided to you as part of your application process. Please read the Price Plan and Price Plan Rules carefully. Your agreement to the Price Plan and Price Plan Rules may be provided in writing or recorded during a telephone or online sales process.

### **Price Plans**

The details on pricing for the Price Plan are as published on <http://www.three.ie/web/legal/consumer/>

Please note the Price Plans are available only through [www.three.ie](http://www.three.ie) and the Three telesales channels.

#### Price Plan Rules

Availing of the Price Plan: Employees or members of Three partners who are not customers of either Three Ireland (Hutchison) Limited or Three Ireland Services (Hutchison) Limited can avail of a Price Plan on connection to the Three Ireland Services (Hutchison) Limited network subject to Three and the partner reaching an agreement to offer the Price Plans to partner staff. The Price Plans are not available in Three stores.

A 24 month Minimum Term commitment applies to Three Affinity Light and Three Affinity Unlimited. Three Affinity SIMO is subject to a 12 month Minimum Term.

Existing Three customers of Three partners who are eligible to avail of a Price Plan, can connect to a Price Plan through the Three telesales channel only and strictly where they have completed their existing Minimum Term.

If you cancel your Price Plan during the Minimum Term you will be required to pay the Monthly Recurring Charge which applies to the Price Plan multiplied by the number of months (including any part months) left on the Minimum Term.

Price Plan Voice minutes apply to calls made in Ireland to Irish mobile or landline numbers and to calls made in the EU to Irish or EU landline or mobile numbers. All calls made while roaming outside the EU and international calls are charged calls. In addition, calls to international numbers, premium rate numbers, directory enquiries and all other call types (for example 1890, 1850, 0818 etc) are charged calls. See <http://www.three.ie/web/legal/older-terms-and-pricing/> for charges.

Price Plan texts minutes apply to texts sent in Ireland to Irish mobile numbers and to texts sent in the EU to Irish or EU mobile numbers.. All texts sent whilst roaming outside the EU and international texts are charged. In addition, texts to premium rate numbers, directory enquiries numbers, MMS and other texts are charged. See [www.three.ie http://www.three.ie/web/legal/older-terms-and-en pricing/](http://www.three.ie/web/legal/older-terms-and-en-pricing/) for charges. The unlimited allowance on the Price Plan is subject to the fair use policy. All other usage types are excluded and this feature is subject to the 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 <http://www.three.ie/web/legal/older-terms-and-pricing/>

Your Price Plan comes 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 the EU Roaming. Allowance above is calculated in accordance with the EU fair use policy at <http://www.three.ie/webilegal/consumer/>

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

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 for Bill pay customers and your usage affect other network users, we reserve the right to limit the Service.

The All you can Eat data 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. 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 All you can Eat data service or to withdraw your access to the All you can eat. Data service at its absolute discretion.

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 data service or the provision of the service.

You must not use the All you can eat data 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.

You are responsible for any misuse of the All you can eat Data service even if it is by another person using your access to the All you can eat Data service.

The All you can Eat data 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 All you can Eat data service or their content.

We may suspend the operation of the All you can Eat data service for repair or maintenance work or in order to update or upgrade the contents or functionality of the All you can Eat data service from time to time. We may terminate your access to and use of all or any part of the service without cause or notice if we terminate the service or it ceases for any reason.

See <http://www.three.ie/web/legal/older-terms-and-pricing/> for charges including charges for data usage in excess of your allowance. Other usage, including out of bundle usage, roaming outside the EU, international calls/texts, premium rate usage, directory enquiries and all other usage types (for example nongeographic calls) are charged in addition to the Price Plan. See [www.three.ie](http://www.three.ie) 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.

On-net calls and texts are for calls to Three Ireland (Hutchison) Limited customers or other Three Ireland Services (Hutchison) Limited customers when both you as caller/sender and the recipient are in the Republic of Ireland. The standard rates for international calls apply.

Please Note: Direct Debit is required. Unless otherwise stated, call prices include VAT and are quoted per minute.

Fair Use Policy: Three may apply restrictions to your use of Three services where your use of any unlimited features are considered by Three to be excessive or unreasonable. The fair use limits are as follows: 10,000 voice minutes and 10,000 text messages (in total) for a 30 day period or if you call more than 100 different phone numbers or text more than 200 different numbers in a 30 day period.

Three may contact you to advise you that your use exceeds this fair use policy and request that you make changes to how you use Three services. If you do not comply with a direction from Three to stop or change the nature of your service use, Three may suspend, modify or restrict your use of the services or terminate your access to the network.

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

Effective Date: June 2017