

Three Essential+ Price Plan

The following terms and conditions of the Three Essential+ Price Plan are in addition to and form part of General Terms for Services. In the event of any conflict, the terms and conditions below shall prevail. Opting in to receive the Three Essential+ Price Plan is deemed to be your agreement to these terms and conditions.

Availability: The Three Essential+ Price Plan is only available to Three Prepay customers who opt in to the Three Essential+ Price Plan. The Three Essential+ Price Plan cannot be used in conjunction with any other discount schemes, price plans or offers except where approved in advance by Three.

Opting In to Plan: The Three Essential+ Price Plan will be activated within approximately 2 working days of a valid request. Activation will be confirmed via text message or a call from Three. Customers can avail of the Three Essential+ Price Plan in the following ways

Existing Three Prepay Customers can opt in to the Three Essential+ Price Plan by:

- Texting 'PLUS' to 50308 which will mean your price plan will be changed to Three Essential+.
- Dropping into one of our stores and requesting Three Essential+.
- Calling 1913
- Visiting www.three.ie, logging onto My Account and changing price plan to the Three Essential+ Price Plan.

You acknowledge that you will lose any discounts or offers under your previous Three Price Plan once you move to the Three Essential+ Price Plan and that if and when you subsequently move from the Three Essential + Price Plan to any other price plan, you will lose the benefits and entitlements offered under the Three Essential +Price Plan.

Price Plan Details: The Three Essential+ Price Plan entitles you to send free standard SMS/text messages and to make free calls to Three mobile numbers whilst in the Republic of Ireland. The Price Plan also entitles you to a reduced flat rate calls to Irish Mobile and landline numbers, when in Republic of Ireland, and Irish and EU numbers when Roaming in EU, when you have topped up by €20 in one payment every 28 days. Please note any top up made prior to receipt of confirmation via text or call from Three that you have been activated on the Three Essential +Plan, will not contribute to the promotional benefits associated with the plan.

If you fail to top up by €20 in one payment within 28 days then charges will apply for SMS/text messages and calls to Three mobile numbers and also the default higher flat rate for calls to Irish Mobile and landline numbers will apply. For details on current price plan charges see <http://www.three.ie/web/legal/older-terms-and-pricing/prepay-pricing/>

The Three Essential +Price Plan entitlement is to free standard SMS/text messages to Three mobiles and excludes SMS/text messages to other mobile networks, and any MMS/Video Messages, Premium SMS/text messages to short codes, International SMS/text messages, any SMS/ text messages sent whilst roaming and SMS/text messages to any landline numbers. The entitlement to free calls to Three mobiles whilst in the Republic of Ireland excludes any other calls including calls to voicemail and call return services which will continue to be charged at published rates.

The rates for the Three Essential+ Price Plan are published at <http://www.three.ie/web/legal/older-terms-and-pricing/prepay-pricing/>

A call set up charge of 9c applies to all connected domestic calls including calls to Irish landlines and mobiles, and when Roaming in EU. All calls other than free calls are charged on a per minute basis and you will be billed a full minute for each part of a minute used. Tariffs are displayed inclusive of VAT to 2 decimal places for information purposes.

Top up Requirements: The requirement for €20 top up in one payment, in order to receive SMS/text messages and calls to Three mobile numbers, is a rolling 28 day requirement which commences once the Three Essential +Price Plan has been activated and confirmed. If you top up again by €20 in one payment before 28 days expires then a new 28 day period commences. This excludes any drip fed or promotional credit received each month. If you do not top up within 28 days and the benefits fall off your account then it can take up to 48 hours from your next top up for the benefits to restore on your account.

When you change price plan you will lose the benefit of any previous €20 top ups however, your credit balance will not be affected. When you have moved to Three Essential + from another price plan you will need a new top up of €20 to activate the Three Essential +Price Plan benefits and you should then allow up to 48 hours for this to activate your new price plan.

Three Essential Fair Use Policy

It is important to Three that all eligible Three customers are able to access our services. Three may rely on this Fair Use Policy where your usage of any Three Essential unlimited calls and/or unlimited texts packages (the "Service") is deemed excessive and/or unreasonable as detailed below.

Three has developed a threshold by reference to average high calls and text users and estimated customer usage (particularly the estimated volume and length of unlimited voice calls and texts likely to be made by users). The threshold is regularly reviewed against average high users and is currently set at 5,000 minutes and 5,000 text messages used every 28 day period and/or if you call more than 100 different phone numbers or text more than 200 different numbers over the course of any 28 day period. If, at the absolute discretion of Three, Three is of the opinion, that your usage of the Service exceeds the threshold over any month, Three may contact you to advise you that your usage exceeds its fair use policy. If the excessive usage continues to exceed the threshold after receipt of a request to desist from or alter the nature of such usage, Three reserves the right at its absolute discretion to: (i) impose further charges, or (ii) transfer you to a tariff which does not include unlimited texts or calls, or (iii) suspend, modify or restrict use of the Service or (iv) terminate your access to the Three network.

The Service must not be used under any circumstances (i) in conjunction with any SIM gateways, GSM gateways or any similar device that is used to route (or re-route) voice, text or other service on, from or to the Three network, or which diverts / transfers calls to multiple mobile numbers or (ii) in conjunction with any device for the purpose of sending or receiving large volumes of text messages, or (iii) to sell attempt to sell or otherwise provide commercial services to any third party or, (iv) to provide any telecommunications services to any third party whether by way of trade or otherwise, or (v) other than for private, personal purposes, or (vi) in any other manner that adversely impacts the Three network for other Three customers.

Three reserves the right to terminate your access to the Three network without notice where it appears to Three that any customer is using, or has used, the Service in this or in any related manner.

In referring to 'Life' in relation to the Three Essential+ Price Plan, Life means that customers who sign up for the Three Essential+ Price Plan during the Price Plan period

may continue to avail of free calls and texts whilst they remain a Three Speak easy customer on the Three Essential+ Price Plan. Customers who leave Three or move to any other Three tariff plan or price plan will not retain access to or avail of the Three Essential +Price Plan.

The Three Essential+ Price Plan will not apply to, and may not be used, in conjunction with Prolinks, Sim boxes or any related device which diverts / transfers calls to multiple mobile numbers and Three reserves the right to terminate the Service without notice where it appears to Three that any customer uses, or has used, the Service in this or in any related manner.

Once you sign up to the Three Essential+ Price Plan, you are giving your consent to Three to contact you by text or call to inform you of changes/enhancements to the Three Essential+ Price Plan and any updates while you remain on this Price Plan. This does not affect or limit any previous consent given by you.

Three may withdraw the Three Essential+ Price Plan generally or from any particular customer at any time or vary or amend any element of this Price Plan without further notice. These terms and conditions may be varied or amended by Three for any valid commercial, technical or operational reason. Three reserves the right to suspend or cease the Three Essential+ Price Plan.

Three shall not be liable for any loss or damage, direct or indirect, howsoever arising from the Three Essential+ Price Plan or for termination, withdrawal or amending the Price Plan.

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