

# Terms and Conditions for using the Three Network

for Home Broadband customers who joined or upgraded on or after 1<sup>st</sup> July 2020.



If you'd like a copy of these Terms in an alternative format (e.g. Braille or large print) please contact Three Customer Services on 333 from a Three Phone or 0333 338 1001 from a non-Three phone. For more information on Three's accessibility services please see [Three.co.uk/accessibility](https://Three.co.uk/accessibility)

## Quick Summary

We've summarised the key points that we'd like you to be aware of when using Three Home Broadband. The full terms of your agreement with us for use of Three Services are set out below - it's important that you read and understand them before you sign up to Three and start using Three Services. At the end of these Terms we've set out definitions of capitalised words used in these Terms. If there is any inconsistency between this summary, and the full terms set out below, the full terms will govern.

- A **What these terms cover:** The Service provides you with the ability to access the Internet from any of your devices using either the equipment that we provide to you in respect of 5G Home Broadband or the equipment you have purchased (the "Equipment"). These terms cover how you may use our Services and the Equipment. Additional terms can also be found in the Home Broadband Price Guide as well as in other documents about our Services.
- B **Using Three Services:** By plugging in your Equipment you are expressly requesting that Three provide you with our Services on these terms.
- C **Fourteen Day Money Back Guarantee:** If you contact us within 14 days from the date you received your Equipment you may cancel your agreement with us. You will need to send the Equipment back to us (undamaged and in its original packaging including any supplied SIM Cards, leads or accessories). If you do not return the Equipment within 14 days or if the Equipment is damaged then we will charge you for the replacement cost of the Equipment (see Section 8.5)
- D **Your Minimum Commitment:** You agree to stay with us for the Minimum Term. The minimum price for Three Services provided under this agreement is the Monthly Charge for the Minimum Term. Each May, your Monthly Charge will increase by an amount up to the January RPI rate.

If the January RPI rate is negative, there will be no change to your Monthly Charge in the relevant year. We've shown an example in the following table of how this increase would work. For more information, see Section 4.1:

| Monthly Price until April 2020  | Monthly Price from May 2020 to April 2021                                   | Monthly Price from May 2021 to April 2022                                   |
|---|---|---|
| Price A   | Price A plus an amount up to the January RPI rate for that year (= Price B) | Price B plus an amount up to the January RPI rate for that year (= Price B) |
| We've set out an example below, showing how this would work, if your Monthly Charge is £25 and the January 2020 RPI rate is 2% and the January 2021 RPI rate is 1%: |   |   |
| £25.00  | £25.00 + up to £0.50 (2% of £25.00) =                                       | £25.50 + £0.255 (1% of £25.50) = £25.76                                     |

- E **Suspending or Ending this Agreement:** We may suspend or disconnect our Services if we reasonably believe that you haven't complied with certain terms of your agreement, but you still must pay all outstanding Charges (including a Cancellation Fee for disconnection). See Section 6.14.

How you can end your agreement depends on whether you're in your Minimum Term or not, and whether we've made any changes to your agreement that are likely to affect you. Please see the below table for a summary of how and when you can end your agreement.

| When you wish to end your agreement   | Notice Period   | What to Do?                     | Charges Payable   |
|---|---|---------------------------------|---|
| <b>During the Returns Period</b>  | Your agreement will end when you notify us, or if you have Equipment to return to us, when we receive that Equipment in accordance with the Returns Policy (whichever is later) | Contact Three Customer Services | Charges for Three Services used.<br>Charges for damage or for any loss of value to the Equipment, as a result of nonessential use, in accordance with the Returns Policy.   |
| <b>During your Minimum Term (but outside of any Returns Period)</b>                                   | 30 days   | Contact Three Customer Services | All outstanding Charges payable plus your Cancellation Fee.<br>In respect of 5G Home Broadband charges for failure to return the Equipment or if the Equipment is returned damaged in accordance with the Returns Policy. |
| <b>Outside of your Minimum Term/if you have no Minimum Term</b>                                       | 30 days   | Contact Three Customer Services | All outstanding Charges payable.<br>In respect of 5G Home Broadband charges for failure to return the Equipment or if the Equipment is returned damaged in accordance with the Returns Policy.                            |
| <b>We make a change that, in our reasonable opinion, is likely to be of material detriment to you</b> | Your agreement will end, on your request, before the notified change comes into effect.   | Contact Three Customer Services | All outstanding Charges payable.<br>In respect of 5G Home Broadband charges for failure to return the Equipment or if the Equipment is returned damaged in accordance with the Returns Policy.                            |

The Cancellation Fee will be the total of the Monthly Charges remaining during the Minimum Term of your agreement less a variable discount, currently 20%. We reserve the right to vary the amount of the percentage discount from time to time.

- E. **Equipment:** Where we have provided any 5G Equipment this Equipment is not owned by you and is loaned to you for the duration of you taking our Services. The 5G Equipment is supplied to you at no cost and remains the property of Three at all times. When you stop taking our Services you must return the 5G Equipment. If you do not return the 5G Equipment within 28 days we will charge you a non-return charge (see Section 9.7).
- F. **Your Information:** You agree that we can process your information which we collect and / or which you give to us during any sales or registration process, for a number of purposes, including, but not limited to, opening and managing an account for Three Services, to deliver products and services ordered by you, for credit checking and fraud prevention, and for product analysis and direct marketing (subject to your preferences). See Section 15 below.

# Your Pay Monthly Home Broadband Terms in Full

## 1. Who's who and what's what

- 1.1 When we say:
- (a) 'we', 'us' or 'our', we mean Hutchison 3G UK Limited, trading as 'Three', (company number 03885486), with its registered address at Star House, 20 Grenfell Road, Maidenhead, Berkshire, SL6 1EH;
  - (b) 'you' or 'your', we mean you, our customer whose name appears on the Welcome Letter;
  - (c) 'agreement', we mean your agreement with us for the supply of Three Services. Section 2.1 explains what terms make up your agreement.
- 1.2 We've set out in the glossary some useful definitions of words we use in these Terms.

## 2. About your agreement

- 2.1 Your agreement is made up of these Terms and your Package (as set out in our Price Guide), along with any other terms laid down in additional Three Services. Additional terms may apply to any promotional or special offers.
- 2.2 Your agreement is personal to you. Unless we give you permission, you can't pass your rights or responsibilities to anyone else - even if you give your Equipment to others. It's your responsibility to make sure the SIM in your Equipment is only used to access Three Services as allowed under this agreement.
- 2.3 This agreement doesn't cover any products or services you buy while using Three Services.

## 3. When your agreement starts

- 3.1 Your agreement starts when we Connect you to Three. By plugging in your Equipment you're expressly requesting that we provide you with the Three Services. For existing customers who have upgraded with us by signing up to a new agreement for a new Minimum Term, your new agreement will start on the day we accept your new request for Three Services, unless we agree an alternative date with you.
- 3.2 You may cancel your agreement within the Returns Period. If you use Three Services before you cancel you will be charged for them. Please see our Returns Policy at [Three.co.uk>Returns](https://www.three.co.uk>Returns) for more information.
- 3.3 If your Package has a Minimum Term, you agree to remain Connected to Three for that Minimum Term. You have limited rights to end the agreement during the Minimum Term as set out in Section 12. If your Package doesn't have a Minimum Term, or your Minimum Term has ended, we'll supply you with Three Services until either of us chooses to end the agreement in any of the ways set out in Section 12.

## 4. Changes to your agreement or prices

- 4.1 Your Monthly Charge will be subject to an annual increase by an amount up to the RPI Rate. The annual increase will first appear on your May bill. We will publish the RPI Rate on our website as soon as it's available. If the RPI Rate is negative, there will be no change to your Monthly Charge.
- 4.2 We may change any of the terms of your agreement, including our Packages or prices. We'll let you know at least one month in advance if we decide to:
- (i) discontinue your Package; or
  - (ii) make any changes to your agreement which are (in our reasonable opinion) likely to be of material detriment to you. You can end the agreement for such changes as explained in Section 12;
- 4.3 You won't be able to end your agreement if any change or increase:
- (a) is due to changes to the law, regulation or licence which affect us - this includes any increase or change in the rate of VAT or other applicable taxes or any new taxes that are introduced; or
  - (b) relates solely to an RPI Change.
- 4.4 If you carry on using Three Services after any change takes effect, you will be considered to have accepted the change, and won't be able to then end the agreement.

## 5. What we'll provide to you.

- 5.1 We'll open an account for you and provide you with a SIM (in most cases this will already be in the Equipment) and in respect of 5G Home Broadband the Equipment.
- 5.2 We own each SIM and each SIM remains our property at all times. You're being allowed to use the SIM by us on a limited licence to allow you to access Three Services. We may recall the SIM at any time and you can only use the SIM to obtain Services from us.
- 5.3 Each SIM can only be used in Equipment which is authorised by us for Connection to the Three Network. If you try to use the SIM in another device, it may damage the device and affect your usage. In these instances, we're not responsible for any such damage or usage problems. Should you remove the SIM from your Three Broadband Equipment and use in a mobile device you will be charged in accordance with our Mobile Broadband Priceguide.
- 5.4 If we determine in our sole opinion that your use of the Three Services either exceeds that reasonably expected of someone

using the Service or materially affects other users' enjoyment of the Service, or has an adverse impact on our network, then we will by written notice, give you a 14 day period in which to reduce your usage levels to those reasonably expected of a person using the Service. If usage activity has not decreased within the 14 day notification period we may at our discretion terminate, suspend or restrict your Three Service. We will try to tell you when we suspend or restrict your Three Service but we do not have to.

- 5.5 The software in the Equipment and all intellectual property rights in that software are owned by the Equipment manufacturer and you're being allowed to use the software on a limited licence from the manufacturer.

### **Three Services**

- 5.6 Once you're Connected to Three we'll provide you with access to Three Services.

- 5.7 It is your responsibility to ensure that any Equipment is only used to access the Three Services as allowed in this Agreement.

- 5.8 You will be able to upload and send your own content using Three Services. You grant us an irrevocable, royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on Three Services.

- 5.9 We:

- (a) may change or withdraw some, or part, of Three Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or change content. Depending on the changes that we make, you may have a right to end this agreement, as explained in Sections 4.2 - 4.4 and 12.1.
- (b) may also determine how Three Services are presented and delivered to the Equipment or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time;
- (c) may implement measures to manage the traffic across our network in exceptional circumstances to prevent impending network congestion and/or mitigation the effects of any exceptional or temporary network congestion. We may also implement traffic management measures in order to meet our legal obligations, preserve the integrity and security of our networks, services, or terminal equipment and to ensure an enjoyable internet experience for the vast majority of our customers. For details see [Three.co.uk/trafficsense](http://Three.co.uk/trafficsense). We reserve the right to review and amend any such measures from time to time.

### **5.10 Coverage and Broadband speeds**

- 5.10.1 Our advertised and estimated maximum upload and download speeds for our broadband internet services, provided as part of the Three Services, are set out in our estimated broadband speeds table, available at:

[www.three.co.uk/broadbandspeeds](http://www.three.co.uk/broadbandspeeds)

- 5.10.2 We do not guarantee that our broadband service will achieve any specific speeds. The speeds achieved by our broadband service will depend on factors such as your geographic location, the type of walls and windows in your building, the number of people using the network, the external environment, and the correct setup of your Equipment.

- 5.10.3 We may implement measures to manage the traffic across our network in exceptional circumstances to prevent impending network congestion and/or mitigation the effects of any exceptional or temporary network congestion. We may also implement traffic management measures in order to meet our legal obligations, preserve the integrity and security of our networks, services, or terminal equipment, or to provide you with any particular services you have requested. For more information on traffic management on our network, please visit:

[http://support.three.co.uk/mobiledocs/Support/Signal\\_and\\_coverage/our\\_network/TrafficSense\\_facts\\_document.pdf](http://support.three.co.uk/mobiledocs/Support/Signal_and_coverage/our_network/TrafficSense_facts_document.pdf)

- 5.10.4 The variability of the download and upload speeds achieved, and the technology used to access the broadband services, may affect your experience of our services and your ability to access and distribute information and content, and use and provide applications and services.

- 5.10.5 In the event that you experience continuous or regularly recurring disruption to the broadband services you may be entitled to a price reduction based upon the period of the disruption, in accordance with Section 5.11 Disruption to Three Services.

### **5.11 Disruption to Three Services**

- 5.11.1 Due to the nature of mobile technology, there may be situations when Three Services aren't always available, or the quality or network speeds are affected and so we cannot guarantee continuous fault-free service. For example: (a) when we need to perform upgrading, maintenance or other work on the Three Network or Three Services; (b) when you're in areas not covered by the Three Network. In this case, Three Services relies on other operators' networks, over which we have no control; and (c) because of factors outside our control, such as legal or regulatory requirements, lack of capacity, interruptions to Three Services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

- 5.11.2 For more information about coverage see [Three.co.uk/coverage](http://Three.co.uk/coverage). You have the right to change your mind and return your Equipment within the first 14 days of receipt of the Equipment.

- 5.11.3 In the event that you experience continuous or regularly recurring disruption to Three Services (such as where your access to Three Services is limited or unavailable) or there is a significant discrepancy between the advertised speed provided in the broadband speeds table at [www.three.co.uk/broadband-speeds and your normally available speed](http://www.three.co.uk/broadband-speeds-and-your-normally-available-speed) then you may be entitled to a price reduction based upon the period of the disruption or early termination of your contract. A price reduction may take the form of a partial or full credit of your Monthly Charge. To receive a credit of your charges or to terminate the Agreement you'll need to report a severe disruption or speed reduction to us in order that we may investigate your

concerns, consider the extent to which you use the Three Services in question and measure the disruption against your typical usage history. This is without prejudice to any remedies which may be available to you under consumer law (as explained more fully at Section 14.3) or general contract law, including damages or early termination of this agreement (where the disruption to Three Services is very serious). Please contact us as set out in Section 7 (Your Rights - Complaints) and we'll work with you to find an appropriate resolution for your particular circumstances.

#### **6. What you'll do in return - Personal Security**

- 6.1 As we own the SIM and it remains our property at all times, you must ensure that you keep it safe and secure whilst it's in your possession and you must ensure that you're able to return it to us, if required. We may charge you for any replacement SIM (as set out in our Price Guide).
- 6.2 You must keep all PINs and passwords secure and confidential. You're also responsible for the security of your Equipment and must make sure that you keep it secure. You must also keep any PINs or passwords for any services you access through your Equipment secure and confidential.
- 6.3 You should immediately change your PIN or password if you become aware that someone is accessing Three Services on your account without your permission.

#### **Responsible use - How you use the Three Services**

- 6.4 You may only use Three Services:
  - (a) as set out in this agreement; and
  - (b) for your own personal use. This means you must not resell or commercially exploit any of Three Services or our content.
- 6.4.1 The Three Home Broadband Service is a domestic service and roaming will not apply. We are supplying you with indoor Equipment for use in your home at the address you have provided. Should you roam with your Equipment you will be charged in line with our current Mobile Broadband Price Guide (available at [www.Three.co.uk/priceguide](http://www.Three.co.uk/priceguide))
- 6.4.2 You mustn't use Three Services or the SIM or allow anyone else to use Three Services or the SIM for illegal or improper uses. For example:
  - (a) for fraudulent, criminal or other illegal activity;
  - (b) in any way which breaches another person's rights
  - (c) including copyright or other intellectual property rights;
  - (d) to copy, store, modify, publish or distribute Three Services or their content, except where we give you permission; to download, send or upload content of an excessive size, quantity or frequency. We'll contact you if your use is excessive;
  - (e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Three Network, the networks or systems of others or Three Services; or to use or provide to others any directory or details about Three customers.
- 6.5 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of your account. This includes (but is not limited to) any instructions from us to update the settings on your Equipment and any instructions regarding the use of your plan, as set out in your Price Guide (available at [www.Three.co.uk/priceguide](http://www.Three.co.uk/priceguide)).
- 6.6 If anyone makes, or threatens to make, any claim or issue legal proceedings against you relating to your use of Three Services, you will, notify us of this immediately and, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.
- 6.7 We may publish an acceptable use policy which provides more details about the rules for use to ensure that use of Three Services is not excessive, to combat fraud; and where Three Services we offer or may introduce require certain rules to ensure they can be enjoyed by all our customers. Any such policy will be available on our website and may be changed from time to time.

#### **Responsible use - How you use the Age Restricted Services**

- 6.8 If you're under 18, you're not allowed to access our Age Restricted Services. If you're 18 or over and you access the Age Restricted Services, you mustn't show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you've deactivated any access to Age Restricted Services if you let anyone under 18 use your Equipment.

#### **Responsible use - How you use the Three Services outside the UK**

- 6.9 You may accidentally roam if you're in an area close to national borders because your Equipment picks up a network signal across the border. If this is the case then you may be charged as if you were roaming on an international network. We accept no responsibility for information processing when it leaves our control.

#### **Paying your Bills**

- 6.10 You must pay us all Charges in connection with all Three Services which are accessed using the SIM we supply you. You must pay the Monthly Charge, whether or not the Three Services are used by you or by another person, with or without your permission. If your SIM and/or Equipment is lost or stolen you remain responsible for all the Charges to your account until you tell us what happened and arrange for your SIM and/or Equipment to be deactivated.
- 6.11 We'll send you a bill on a periodic basis and this will usually be done monthly. However, we may change this period, and we would give you at least 14 days' notice of this.
- 6.12 Your bill will normally include your Monthly Charge for your Package for the next billing period and any administration fees

and Additional Charges.

- 6.13 We will provide bills online. Charges on your bill are shown inclusive of VAT (where appropriate), unless you're a business customer, in which case, VAT will be added to your bill where appropriate.
- 6.14 You must make your payment by the due date and by one of the payment methods stated on your bill. Your bill will state the amount of the Charges due from you and the due date by which you must make payment. If you fail to pay your account on time, you will be breaking your agreement and we may Suspend or Disconnect you. In this case, you will have to pay any outstanding Charges. We may set a credit limit on your account. If you exceed the credit limit we set, we may Suspend any or all of the Three Services you use until you've made a payment to your account. You shouldn't use the credit limit for budgeting as the amount you owe isn't capped or limited by any credit limit we set.
- 6.15 We may need to take legal or other collection action against you for non- payment of Charges. This could mean you have to pay our reasonable costs and expenses, or the reasonable costs and expenses of our assignees, including legal and administration costs. Interest may be added on a daily basis to any unpaid Charges and costs, at 2% per annum above the base rate of HSBC Bank plc, from the date payment is due until it is received.
- 6.16 As a condition of signing up to Three Services, we require you to set up a direct debit to pay your Charges and you will benefit from a discount to your Monthly Charge if you pay by this efficient means. In order to maintain this discount, you must continue to have a valid direct debit or other Recurring Payment Method in place. If you don't have a Recurring Payment Method in place, and pay us by other means, you won't benefit from the discount. Please see the Price Guide for further details of the discount amount and Recurring Payment Methods we accept.

## **7 Your Rights - Complaints**

- 7.1 If you're unhappy about any aspect of Three Services, you should contact Three Customer Services.
- 7.2 We'll investigate any complaint in accordance with our customer complaints code, after which we'll contact you with the results. A copy of our customer complaints code can be viewed on our website at [Three.co.uk/complaints](https://www.three.co.uk/complaints) or you can request a copy by contacting Three Customer Services. If we are unable to resolve your complaint, you may, depending on the nature of your complaint, be entitled to ask Ombudsman Services: Communications to consider your complaint for you. Their website address is: <https://www.ombudsman-services.org>. Alternatively, if your complaint is about a purchase you made online and we have been unable to resolve your concerns through our complaints process, you can submit your complaint through the European Commission's online dispute resolution platform which can be found at the following website address: <http://ec.europa.eu/consumers/odr/>.
- 7.3 See Section 15 for information about data protection and privacy complaints.

## **8 Equipment**

- 8.1 We will provide you with the Equipment needed to use the Three Service, this includes all cables you need for the hub to work and a SIM card in order to access the Three Service.
- 8.2 If we provide you with 5G Equipment, this remains our property at all times. All SIM cards also remain our property at all times.
- 8.3 We and our suppliers retain title to and ownership of the software for 5G Equipment we provide to you and all intellectual property rights in and on that 5G Equipment. We may need to alter or replace Equipment from time to time. For us to do this, we need you to follow our reasonable instructions if we send you replacement equipment, for example where we need to upgrade the equipment for security or performance improvements. You are responsible for making sure that the equipment is safe and used properly at all times. To do this, you agree to do the following: (a) follow the manufacturer's instructions and any other reasonable instructions we have given you; (b) keep the equipment under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you); (c) insure any of the equipment against any loss, theft or damage for the full replacement value; (d) not tamper with disassemble, misuse, neglect or damage the equipment; (e) not remove, tamper with or cross out any words or labels on the equipment; and (f) take proper care at all times to try and prevent the loss or theft of equipment.
- 8.4 You agree to tell us as soon as you can about any loss or damage to any part of our equipment. You should do this by contacting our customer services team. You agree that you are responsible for any loss of or damage to the equipment, regardless of how it happens, unless it is our fault. We will charge you for any loss of or damage to any 5G Equipment or SIM that you are responsible for.
- 8.5 You will have received certain software in the equipment at the point of activation of the Three Service, and other software programs we may deliver to the equipment from time to time, which the equipment will automatically accept. You may use this software solely in executable code form and solely in conjunction with the equipment. You must not use any unauthorised software on the equipment.

## **9 Returning Equipment**

- 9.1 You must return any item of Equipment that:
- (a) You are returning because you have notified us that you wish to cancel the Service under the terms of the fourteen day money back guarantee (see Section 12); or
  - (b) You report to us as faulty; or
  - (c) We tell you is faulty or requires replacement for technical reasons.
- 9.2 We may replace Equipment before you return it to us, but You must still return the item(s).
- 9.3 We will provide a returns bag so that the item can be returned at no cost to you.

- 9.4 We may test any Equipment reported as faulty by you. If it is found to be working, we may choose to either return or replace it (if We have not already replaced the item) and charge you our costs for testing and postage of the Equipment.
- 9.5 In respect of 5G Equipment, the 5G Equipment supplied to you remains the property of Three at all times. You must return any 5G Equipment to us within 28 days in the following cases (unless we have informed You otherwise):
- (a) if we or you end this Agreement;
  - (b) if you decide to disconnect from some of our Services;
  - (c) if you take up an offer to upgrade the 5G Equipment we provide to you;
  - (d) if you report the 5G Equipment to be faulty; or
  - (e) if we request you to return the 5G Equipment to us for any other reason.
- 9.6 You must return the 5G Equipment to us in a reasonable condition, allowing for fair wear and tear. We will send to you a returns bag so that the item can be returned at no cost to you. You must provide us with proof of postage of the 5G Equipment.
- 9.7 If You fail to return the 5G Equipment after 28 days, as required by Section 9.5, You will have to pay a non-return charge. For more information about these charges please see the FAQs section on our website at <http://www.three.co.uk/store/broadband/homebroadband>.
- 9.8 If We hold any of your money We may use that money towards payment of the non-return charge.
- 9.9 Payment of the non-return charge does not transfer ownership of the 5G Equipment to you and you are still required to return the 5G Equipment to us. If You have failed to do so we may take legal action to recover it from you.
- 9.10 If you have any additional Equipment that you do not need to return in accordance with Section 9.5, we encourage you to dispose of it responsibly if you are no longer using it so please contact us for further information about disposing of your additional Equipment.
- 9.11 You will have received certain software in the 5G Equipment at the point of activation of the Service, and other software programs we may deliver to the 5G Equipment from time to time, which the 5G Equipment will automatically accept. You may use this software solely in executable code form and solely in conjunction with the 5G Equipment. You must not use any unauthorised software on the 5G Equipment.
- 9.12 We and our suppliers retain title to and ownership of the software for the 5G Equipment we provide to you and all intellectual property rights in and to that 5G Equipment.

## **10 Our Rights - Intellectual Property**

- 10.1 All rights in Three Services and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.
- 10.2 The 'Three' trademark and other related images, logos and names are proprietary marks of our group of companies. We reserve all our rights.

## **11 Suspension of Three Services**

- 11.1 We may Suspend any or all of the Three Services you use without notice if:
- (a) we reasonably believe you've provided us with false or misleading details about yourself as set out in Section 15;
  - (b) we advise you that your excessive use of Three Services (as may be defined in accordance with Section 6.4.2 above or in the Price Guide) is causing problems for other users, and you're continuing to use Three Services excessively;
  - (c) we believe your Equipment or SIM has been lost, stolen or is being used in a way not allowed by this agreement;
  - (d) we reasonably believe that you've used Three Services or SIM(s) for illegal or improper purposes in contravention of our responsible use requirements in Section 6 above;
  - (e) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you're using Three Services in any of the ways prohibited in Section 6); or
  - (f) we're required to Suspend your Three Services by the emergency services or other government authorities.
- 11.2 In addition to the circumstances set out in Section 11, we may also Suspend any or all of the Three Services you use without notice if:
- (a) you haven't paid our Charges on time, or if you've previously failed to pay your Charges on time; or
  - (b) you've exceeded any credit limit that we may have set for you (as set out in Section 6.20 above); or
  - (c) you have insufficient credit in your account to cover Charges you agreed to pay in advance.
- Additionally, we reserve the right to Suspend any other account(s) you have with us, if we reasonably believe that you will be unable to pay the relevant Charges.
- 11.3 If your Three Services are Suspended, we may agree to re-Connect you if you ask us to do so and there may be a re-Connection Charge for this.

## **12 Ending this agreement and Disconnection of Three Services**

- 12.1 You may end this agreement in the following ways:
- (a) in certain circumstances under our Returns Policy which can be found at [Three.co.uk/returns](http://Three.co.uk/returns). You will need to get in touch with Three Customer Services to arrange Disconnection;
  - (b) during your Minimum Term (if you have one) by giving notice to Three Customer Services 30 days before the date you want to end the agreement. You must pay us all the Charges you owe, plus any Cancellation Fee for your Package (as set out in the Price Guide);
  - (c) at the end of your Minimum Term or any time after your Minimum Term has expired, or if you don't have a Minimum Term, provided you give notice to Three Customer Services at least 30 days before the date you want to end the

agreement. A Cancellation Fee won't be charged;

- (d) within one month of us telling you about a variation to your agreement (which includes your Package) which is likely (in our reasonable opinion) to be of material detriment to you. You must give notice to Three Customer Services within that month and your agreement will finish at the end of that month once we receive your notice.

12.2 You won't be able to end the agreement during your Minimum Term without paying a Cancellation Fee if the variation to your agreement (which includes your Package, Three Services or our prices) is due to any of the following circumstances:

- (a) the change is due to changes to the law, government regulation or licence which affect us - this includes any increase or change in the rate of VAT or other applicable taxes or any new taxes that are introduced;
- (b) the change relates solely to Additional Services or Add-on(s) In such circumstances you won't be able to end your agreement but you will be able to cancel the Add-on(s) or stop using the Additional Services;
- (c) the change isn't (in our reasonable opinion) likely to be of material detriment to you;
- (d) the change is a RPI Change.

12.3 We may end this agreement in the following ways:

- (a) by giving you at least 30 days' notice if your Package doesn't have a Minimum Term, or the Minimum Term has ended;
- (b) immediately in the following cases:
  - (i) if we have the right to Suspend your Three Services on any of the grounds in Section 6 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;
  - (ii) if we believe that your communications with Three Customer Services or any of our retailers or agents, or your use of our Three Services, are jeopardising the operation of the network, or are of an unacceptable nature;
  - (iii) if we reasonably believe you won't be able to pay your bill. This could result from a failure to pass one of our credit assessments; or
  - (iv) in the event of your bankruptcy or insolvency;and, in any of these circumstances, you have to pay all the Charges you owe up until we Disconnect you;
- (c) if we no longer have access to other operators' networks which we need to provide Three Services, or if we're no longer able to provide Three Services due to factors beyond our control or because we cease business. If reasonably possible under these circumstances, we will endeavour to provide you with such notice as is practical.

### **13 Effect of this agreement ending**

13.1 If this agreement ends, we'll close your account and Disconnect you and you won't be able to use Three Services or make emergency calls over wifi.

13.2 You must:

- (a) immediately pay all Charges you owe up to the date the agreement ends. If we end the agreement due to your conduct, or if you end your agreement within the Minimum Term, the Charges will include a Cancellation Fee.
- (b) Return the Equipment to us (undamaged and in its original packaging where possible and including supplied SIM Cards, leads or accessories). If you do not return the Equipment or the Equipment is damaged we will charge you for the replacement cost of the Equipment.

13.3 We may bill you up to 4 months following the Disconnection of your account, in respect of Charges that were incurred during your agreement with us, but not billed prior to the date of Disconnection. In accordance with Section 6.14, you must pay us all Charges in connection with all Three Services which are accessed using the SIM we supplied you.

### **14 Liability**

#### **Limits on our liability**

14.1 All of our obligations to you relating to Three Services are set out in your agreement. If you wish to make any change to this agreement or rely on any other term, you must obtain our agreement to the change of term in writing.

14.2 Except as set out in 14.3:

- (a) all other terms, conditions and warranties relating to Three Services are excluded;
- (b) our entire liability to you for something we do or don't do will be limited to £3,000 for one claim or a series of related claims;
- (c) we're not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Three Services. We're not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement; and
- (d) we're not liable for any service, goods and content you may take from third parties, including if they are defective or deficient, and any dispute with a third party will not affect your obligations to us.

14.3 Nothing in this agreement removes or limits our liability for fraud, death or personal injury caused by our negligence or for any liability which can't be limited or excluded by law. If you're a consumer, you also have other legal rights and remedies that apply in addition to any provided to you under Section 5.11.3 of this agreement or at common law. Some of the key legal rights you have as a consumer are contained in the Consumer Rights Act 2015, which provides legal remedies to you where we have, for example, not exercised reasonable care and skill in providing Three Services, or where goods or digital content we supply to you are faulty or not as described. These remedies may include, for example, the right to ask us to fix the problem or to a price reduction. Consumer law also gives you rights if we provide you with misleading information that leads you to enter into a contract with us. For more information on your legal rights (also known as your statutory rights), contact your local authority Trading Standards Department or Citizen's Advice Bureau.



### **Three Services - Area where we have no responsibility**

- 14.4 We'll try to ensure the accuracy, quality and timely delivery of Three Services. However:
- (a) we accept no responsibility for any use of, or reliance on, Three Services, or for any disruptions to, or any failures or delays in, Three Services. This includes, without limitation, any alert services or virus detection services; and
  - (b) subject to Section 14.3 we don't make any representations as to the accuracy, comprehensiveness, completeness, quality, error free nature, compatibility, security or fitness for purpose of Three Services. They are provided to you on an 'as is' basis.
- 14.5 We won't be liable:
- (a) for any loss you may incur as a result of someone using your PINs or passwords with, or without, your knowledge; or
  - (b) if we cannot carry out our duties, or provide Three Services, because of something beyond our control.

### **Others' content and Services - Areas where we have no responsibility.**

- 14.6 You may be able to use Three Services:
- (a) to upload, email or transmit content; and
  - (b) to access content which is branded or provided by others and to obtain goods and services from others, which may be in a digital form. Where we provide you with such access, all we do is transmit the content to you and we don't exercise control over the content, goods or services. We're not responsible or liable in any way for, and don't endorse, any of this content, goods or services, including any content, goods and/or services that you may pay for using Three Services. You also accept that we have no responsibility for information you supply to third parties who provide content, goods or services on the Three Network.
- 14.7 This Section 14 will apply even after this agreement has ended.

## **15 Privacy Notice and Your Information**

- 15.1 We are the data controller of Your Information (as defined in Section 15.5) collected through your use of the Three Services for the purpose of UK data protection law. We'll only use Your Information in accordance with this notice and applicable UK data protection and privacy laws. Please read all of this notice and feel free to contact us at the address in Section 15.8 below with any questions.
- 15.2 Whenever you provide us with personal information about yourself, you agree that it will be true, complete and accurate. You must tell us if this information changes.
- 15.3 If you provide us with information about another individual or register Equipment in the name of another individual you must have their agreement to do so or be acting with legal authority.
- 15.4 If we reasonably believe that you have supplied us with false or inaccurate information, or if we suspect fraud, we may delay your Connection or suspend your access to Three Services until an investigation has been completed to our satisfaction.
- 15.5 In order to supply you with Three Services under this agreement, we may process Your Information. By "Your Information" we mean personally identifiable information:
- (a) that you give us or that we obtain about you as a result of any application or registration for, and use of, Three Services. It may include your name, current and previous address(es), date of birth, phone and fax numbers, gender, email address, employment and lifestyle information, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies, marketing organisations and those who provide services to us, and may include information from other countries; and
  - (b) acquired and processed about your use of Three Services while you're a customer of Three, including Location Data, your Communications Data, dynamic IP addresses, your phone number, the unique code identifying your Phone and SIM, and your account information, including contact history notes.
- 15.6 Some of Your Information may be classified as "sensitive" (such as visual or hearing impairments) and we'll ask your permission if we wish to use or share this information.
- 15.7 You must keep any passwords and PIN numbers relating to your Three account and Three Services safe and secure. You must not share them with anyone else. If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately and ask us to change them. This is your responsibility.
- 15.8 If you have any questions about this notice or the way in which Your Information is processed, please contact our Data Protection and Privacy Officer, by writing to Hutchison 3G UK Ltd, Star House, 20 Grenfell Road, Maidenhead, SL6 1EH or by sending an email to [DPA.Officer@three.co.uk](mailto:DPA.Officer@three.co.uk)
- 15.9 We may be required to process Your Information to comply with our legal requirements, to enable us to fulfil the terms of our contract with you or in preparation of us entering into a contract with you. If you do not provide the relevant information to us, we may not be able to provide the service to you.

### **Your Information received from other sources**

- 15.10 We may receive personal data about you from credit reference agencies, fraud prevention agencies, marketing partners, the electoral register and other commercial partners who may deliver services to us.

### **Use of Your Information.**

15.11 Your Information may be used by us, our employees, service providers and disclosed to third parties for the purposes set out below. For each of these purposes, we have set out the legal basis on which we use Your Information.

**(a) Credit Referencing, Identity Checks and Fraud Prevention**

- (i) In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies (“CRAs”) such as Call Credit, Experian and Equifax. To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information. We will use this information to:
- Assess your creditworthiness and whether you can afford to take the product;
  - Verify the accuracy of the data you have provided to us;
  - Prevent criminal activity, fraud and money laundering;
  - Manage your account(s);
  - Trace and recover debts; and
  - Ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail in the Credit Reference Agency Information Notice (“CRAIN”). CRAIN is also accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document: Callcredit [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain); Equifax [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain); Experian [www.experian.co.uk/crain](http://www.experian.co.uk/crain).

We'll use a combination of credit scoring and/or automated decision making systems when assessing your application.

The legal basis that we rely on to process Your Information for the above purpose is for performance of a contract between you and us or in order for us to take steps prior to entering into a contract with you or our legitimate business interests in order for us to manage our relationship with you.

- (ii) We'll also disclose details of your agreement with us, the payments you make under it, account balances and information about any default, dispute, and debts to CRAs. We'll also disclose details of any change of address reported to us or which we become aware of. Credit searches and the information supplied by us and held by CRAs is used by us and other organisations to help make decisions about other credit applications by you or other members of your household with whom you're linked financially to trace debtors, recover debts, to prevent and detect fraud and to manage your account. The legal basis that we rely on to process Your Information for the above purpose is our legitimate business interests in order for us to manage our relationship with you.
- (iii) We may also check and share your details with fraud prevention agencies such as Action Fraud and CIFAS and we'll record (and pass to the fraud prevention agencies) details of any false or inaccurate information provided by you or where we suspect fraud. Records held by fraud prevention agencies will also be used by us and other organisations to help prevent fraud and money laundering, for example, when checking details on applications for credit or other facilities, managing credit and credit-related accounts or facilities, recovering debt, checking details on proposals and claims for all types of insurance and checking job applications and employees. Those fraud prevention agencies may disclose information to law enforcement agencies where requested and necessary for the investigation of crime. We and other organisations may access and use (from a country other than the UK) the information recorded by fraud prevention agencies. The legal basis that we rely on to process Your Information for the above purpose is the performance of a contract between you and us or in order for us to take steps prior to entering into a contract with you or our legitimate business interests in order for us to manage our relationship with you.
- (iv) We may also use and share your details for the collection of any debts owed by you. This may include the use of debt collection agencies to collect debts on our behalf or may include the assignment of debts to a third party company. The assignment of debts will involve the sale of your debt and account information to a third party company - this information may include your name, address and contact information, year of birth,

debts owed, payment history and other information necessary to help recover the debt. The legal basis that we rely on to process Your Information for the above purpose is legitimate interest in order to manage our relationship with you.

We may also pass and share information to other communications service providers and network operators for the detection and prevention of theft and fraud. The legal basis that we rely on to process Your Information for the above purpose is legitimate interest in order to manage our relationship with you.

**(b) Account and Service Management**

- (i) To process applications, registrations or orders made by you, to create and administer accounts, to calculate and charge for Three Services, to produce any necessary invoices or billing statements, and to provide to Three Customer Services, including for the management of any complaints or queries. The legal basis that we rely on to process Your Information for the above purpose is for performance of a contract between you and us or in order for us to take steps prior to entering into a contract with you.
- (ii) To supply any products, services or information requested by you and/or which we may provide. The legal basis that we rely on to process Your Information for the above purpose is for performance of a contract between you and us or in order for us to take steps prior to entering into a contract with you.
- (iii) For traffic and billing management, which may involve the use of Your Information. We deploy a balance of technical, logical and security controls to protect the processing of Your Information on the Three network. The legal basis that we rely on to process Your Information for the above purpose is legitimate interest and/or to enable us to improve and develop our business operations and the services.
- (iv) To ensure the accuracy and performance of Three Services. This may involve the use of Your Information in a live test environment. The legal basis that we rely on to process Your Information for the above purpose is legitimate interest and/or to enable us to improve and develop our business operations and services.
- (v) To update your Equipment remotely "over the air" with software updates and to investigate and resolve any Service related queries made by you. The legal basis that we rely on to process Your Information for the above purpose is performance of our contract with you.
- (vi) To process data revealing the geographic location of your Equipment in order to provide location based services requested by you and which may be provided by Three or by third parties on behalf of Three, or where you request location based services directly from third parties. We may share your Location Data with the emergency services if you call 999 or 112 using Equipment with Android operating system 2.3 and above within the UK. This is to help the emergency services more accurately locate you in the event of an emergency where you may not know, or be able to communicate, your location. The legal basis that we rely on to process Your Information for the above purpose is for performance of contractual obligations between us and us.
- (vii) We may monitor and record calls and messages between you and Three Customer Services for training and quality purposes. The legal basis that we rely on to process Your Information for the above purpose is legitimate interest and/or to enable us to improve and develop our business operations and services.
- (viii) Please be aware that when you call Three Customer Services, your phone number will automatically be presented to Three Customer Services so that we're able to provide you with integrated customer services and for security purposes. The legal basis that we rely on to process Your Information for the above purpose is legitimate interest and/or to enable us to improve and develop our business operations and services.

**(c) Marketing and keeping you informed**

- (i) To carry out analysis of your information, in order to develop our relationship with you, to develop and personalise Three Services and to present and deliver these to your Equipment. The legal basis that we rely on to process Your Information for the above purpose is our legitimate interests and/or your consent.
- (ii) To keep you informed about Three's services, developments, pricing tariffs, special offers, and any discounts or awards which we believe may be of personal interest to you, or which you may be entitled to. We may keep you up to date directly to your Equipment, and by post, phone and by electronic messaging such as phone, text and picture message, email voice, audio and videomail, subject to any preferences indicated by you. You can contact us at any time to ask us not to use your location or Communications Data for marketing purposes or if you would prefer not to receive direct marketing information, or simply to update your preferences by writing to or calling Three Customer Services, by sending an email to [DPA.Officer@three.co.uk](mailto:DPA.Officer@three.co.uk) or by updating your marketing preferences directly from your Equipment or online using My3. The legal basis that we rely on to process Your Information for the above purpose is our legitimate interests and/or your consent.
- (iii) To tell you about the products and special promotions of carefully selected partners (subject to your preferences) and allow you to receive advertising and marketing information from them but without passing control of your information to the third party concerned. We may also share depersonalised or aggregated data with third parties for analysis and insight in relation to the use of the Three network and its services. You can opt out by sending an email to [optout.bigdata@three.co.uk](mailto:optout.bigdata@three.co.uk). The legal basis that we rely on to process Your Information for the above purpose is our legitimate interests and/or your consent.
- (iv) To carry out market research and surveys. The legal basis that we rely on to process Your Information for the above purpose is our legitimate interests and/or your consent.
- (v) To carry out activities necessary to the running of our business, including system testing, network monitoring, staff training, quality control and any legal proceedings. The legal basis that we rely on to process Your Information for the above purpose is for our legitimate interests in order to conduct and manage our business; for the performance of our contract between you and us; or in connection with legal proceedings (i.e. the establishment, exercise or defence of legal claims).

- (vi) To carry out any activities or disclosures to comply with any regulatory, government or legal requirement. The legal basis that we rely on to process Your Information because the processing is necessary for compliance with a legal obligation.
- (vii) We may enter your name, address and phone number in a publicly available directory enquiry service and directories operated by us or by a licensed third party operator such as BT, subject to your preferences and only where you have given us permission. The legal basis that we rely on to process Your Information for the above purpose is your consent.

#### **Other third parties that we may disclose Your Information to**

15.12 Your Information may also be processed by:

- (a) our business partners, suppliers and sub-contractors for the performance of any contract we enter into with you, for example we engage third parties to process applications, to carry out surveys and to provide insurance for your Equipment.
- (b) other members of our Group;
- (c) other professional advisers (including accountants and lawyers) that assist us in carrying out our business activities;
- (d) police and other law enforcement agencies in connection with the prevention and detection of crime;
- (e) other external agencies and organisations (including the National Crime Agency) for the purpose of preventing and detecting fraud (including fraudulent transactions), money laundering and criminal activity; and
- (f) third parties if we are under a duty to disclose or share Your Information in order to comply with any legal obligation or instructions of a regulatory body (including in connection with a court order), or in order to enforce or apply the terms of any agreements we have with or otherwise concerning you (including agreements between you and us) or to protect our rights, property or safety of our customers, employees or other third parties.
- (g) We may also disclose Your Information to other third parties, for example:
  - (i) in the event that we sell or buy any business or assets we will disclose Your Information to the prospective seller or buyer of such business or assets;
  - (ii) if we or substantially all of our assets are acquired by a third party (or are subject to a reorganisation within our Group), Your Information held by us will be one of the transferred assets; and
  - (iii) if we are under a duty to disclose or share Your Information in order to comply with any legal obligation, or in order to enforce or apply the agreements concerning you (including agreements between you and us).

#### **Fraud Prevention**

15.13 The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the [terms and conditions section of our website](#).

#### **Automated decision making**

15.14 When you apply for a pay monthly plan, we will obtain information from one or more CRAs, which will be used in an automated decision process to determine whether we can enter a contract with you. If you wish for the decision to be reassessed by a person, you may do so by calling Three Customer Services or by writing to us at: Three Customer Services, Hutchison 3G UK Ltd, PO Box 333, Glasgow G2 9AG. You can also object to a decision being taken solely by automated processing (see heading Your Rights below).

#### **Where will we transfer Your Information**

15.15 Your Information will be processed both within and outside the European Economic Area (**EEA**). Where we transfer Your Information outside of the EEA, we will implement appropriate and suitable safeguards to ensure that such personal information will be protected as required by applicable data protection law. as required by applicable data protection law. These measures generally include:

- (a) Commercial terms to safeguard the processing of Your Information and;
- (b) Technical security standards commensurate with the nature of the data being processed.

15.16 For further information as to the safeguards we implement please contact our Data Protection and Privacy Officer at the contact details set out in Section 15.9.

#### **Retention of data**

15.17 We may retain Your Information for as long as is necessary for the purposes detailed in this notice and until charges for Three Services cannot be lawfully challenged and legal proceedings may no longer be pursued. Generally, we'll keep your communications data for up to one year. Your account information will be kept after your relationship with Three ends to comply with our legal and regulatory obligations.

#### **Your Rights**

15.18 You have certain rights with respect to Your Information. The rights may only apply in certain circumstances and are subject to certain exemptions. Please see the table below for a summary of your rights. You can exercise these rights using the contact details set out in section 15.9.

|  | Summary of your rights   |
|--|--|
| <b>Right of access to your personal information</b>                              | You have the right to receive a copy of your personal information that we hold about you, subject to certain exemptions.   |
| <b>Right to rectify your personal information</b>                                | You have the right to ask us to correct your personal information that we hold where it is incorrect or incomplete.  |
| <b>Right to erasure of your personal information</b>                             | You have the right to ask that your personal information be deleted in certain circumstances. For example (i) where your personal information is no longer necessary in relation to the purposes for which they were collected or otherwise used; (ii) if you withdraw your consent and there is no other legal ground for which we rely on for the continued use of your personal information; (iii) if you object to the use of your personal information (as set out below); (iv) if we have used your personal information unlawfully; or (v) if your personal information needs to be erased to comply with a legal obligation.   |
| <b>Right to restrict the use of your personal information</b>                    | You have the right to suspend our use of your personal information in certain circumstances. For example (i) where you think your personal information is inaccurate and only for such period to enable us to verify the accuracy of your personal information; (ii) the use of your personal information is unlawful and you oppose the erasure of your personal information and request that it is suspended instead; (iii) we no longer need your personal information, but your personal information is required by you for the establishment, exercise or defence of legal claims; or (iv) you have objected to the use of your personal information and we are verifying whether our grounds for the use of your personal information override your objection. |
| <b>Right to data portability</b>   | You have the right to obtain your personal information in a structured, commonly used and machine-readable format and for it to be transferred to another organisation, where it is technically feasible. The right only applies where the use of your personal information is based on your consent or for the performance of a contract, and when the use of your personal information is carried out by automated (i.e. electronic) means.  |
| <b>Right to object to the use of your personal information</b>                   | You have the right to object to the use of your personal information in certain circumstances. For example (i) where you have grounds relating to your particular situation and we use your personal information for our legitimate interests (or those of a third party) including for profiling; and (ii) if you object to the use of your personal information for direct marketing purposes, including profiling (to the extent it relates to direct marketing).   |
| <b>Right to object to decision which is based solely on automated processing</b> | You have the right in certain circumstances not to be subject to a decision which is based solely on automated processing without human intervention.  |
| <b>Right to withdraw consent</b>   | You have the right to withdraw your consent at any time where we rely on consent to use your personal information.   |
| <b>Right to complain to the relevant data protection authority</b>               | You have the right to complain to the relevant data protection authority, which is, in the case of Three, the Information Commissioner's Office, where you think we have not used your personal information in accordance with data protection law.  |

#### Notification of changes

15.19 If we change this notice we'll post the amended version on our website so you always know how we'll collect, use and disclose your information.

#### 16. Notices

16.1 Our website, Three.co.uk, is a great source of information that you may find useful when using the Three Services - it's the most up to date source of information about Three and Three Services.

16.2 If we need to send any notices under this agreement to you, we'll do this by communicating them to you via phone, text message, electronic messaging, email, or mail, using your most recent contact details given to us (if any).

#### 17. Other terms

17.1 This agreement is governed by English Law unless you live in Scotland, in which case it will be governed by Scots Law. Each of us agrees to only bring legal actions about this agreement in a UK court.

17.2 If you, or we, delay, or don't take action to enforce our respective rights under this agreement, this does not stop you, or us, from taking action later.

17.3 If any of the terms in this agreement are not valid or legally enforceable, the other terms won't be affected. We may replace any term that is not legally effective with a similar term that is.

17.4 We may assign or transfer some or all of our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement, provided that your rights under the agreement or any guarantees given by us to you are not affected. No other person (other than our assignee(s), if any) may benefit from this agreement.

- 17.5 In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your Three phone number.
- 17.6 You confirm that you have full contractual capacity to agree to the agreement and are able to pay the Charges.
- 17.7 Third parties can't benefit from this agreement under The Contracts (Rights of Third Parties) Act 1999.
- 17.8 Our registered company number is 03885486 (England and Wales) and our registered office is at Star House, 20 Grenfell Road, Maidenhead, SL6 1EH.

## **Definitions**

Where we use these words they have the following meanings:

**Additional Services:** any additional services that we may make available to you from time to time.

**Age Restricted Services:** any Three Services which are for use only by customers 18 or over.

**Cancellation Fee:** means a fee charged if we end the agreement due to your conduct or if you end your agreement within the Minimum Term after the first 14 days from the day you receive the Equipment. The fee is set out in the Price Guide and is calculated as a lump sum equivalent to the total of the Monthly Charges remaining during the Minimum Term of your agreement less a variable discount, currently 20%. We reserve the right to vary the amount of the percentage discount from time to time.

**Cancellation Period:** the period in which you have the right to cancel this agreement, which expires 14 days from the day on which your Equipment is delivered.

**Charges:** charges for access to, and use of, Three Services as set out in the Price Guide. These charges may cover (but are not limited to) fixed periodic charges, including your Monthly Charge, Additional Services usage charges (for example, charges for Outside of Allowance Services or Additional Services), account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments from you.

**Communications Data:** information about the routing of services and where applicable calls and messages you make and receive, the date, time, duration and cost of these, and information about the identity of your Equipment and SIM.

**Connection:** the procedure by which we give you access to Three Services. 'Connect', 'Connecting', and 're-connection' have corresponding meanings.

**Disconnection:** the procedure by which we stop your access to Three Services. 'Disconnect', 'Disconnected' and 'Disconnecting' have corresponding meanings.

**Equipment:** the fixed wireless access hub that Three provide to you in order to connect to the Three Network including the SIM and any other equipment used to access the Service.

**Group:** means CK Hutchison Holdings Limited.

**January RPI Rate:** the January Retail Price Index annual percentage change published by the Office for National Statistics in February of each year. We may also refer to this as the "**RPI Rate**".

**Location Data:** data indicating the geographical location of your Equipment when using Three Services or when your Equipment is switched on.

**Minimum Term:** the minimum fixed term for the supply of Three Services as laid out in your Package.

**Monthly Charge:** is the monthly fixed charge payable by you for your Package (as set out in the Price Guide), including any RPI Change if applicable.

**Packages:** our current Packages available for you to select that are set out in the Price Guide as well as any other Packages we may introduce in the future.

**'Your Package'** means the Package you have chosen, details of which are set out in the Welcome Letter, including your Minimum Term. There may be more than one Package available for you to choose from and if so, you will need to select one before you're Connected to Three. The Packages we offer may be changed or withdrawn from time to time, and can be viewed at [Three.co.uk](http://Three.co.uk) or details requested from Three Customer Services.

**Price Guide:** the document that sets out the Packages available to you, our current Charges and relevant terms (including any Minimum Term and payment commitments). It can be viewed at [Three.co.uk/priceguide](http://Three.co.uk/priceguide)

**RPI Change:** an increase to the Monthly Charge as described in Section 4.1.

**RPI Rate:** the January Retail Price Index annual percentage change published by the Office for National Statistics in February of each year. We may also refer to this as the "**January RPI Rate**".

**Recurring Payment Method:** a means of automated payment, preauthorised by you, such as by Direct Debit or a recurring credit or debit card payment, details of which are available in our Price Guide.

**Returns Period:** the number of days you have to cancel your agreement and/or return your Equipment, as detailed in the Returns Policy, or as stated in your Welcome Letter.

**Returns Policy:** our returns policy applicable at the time your agreement begins, the current version of which is available at [Three.co.uk/returns](http://Three.co.uk/returns)

**SIM:** a card which enables you to access Three Services.

**Storage Services:** any Three Services which offer you storage capacity on the Three Network for storage of content which you access from Three Services.

**Suspension:** the procedure by which we temporarily Disconnect your access to the Three Services. 'Suspend' and 'Suspended' have a corresponding meaning.

**Tablet:** a tablet personal computer which is authorised for connection to the Three Network and is used to access Three

Services.

**Terms:** these Terms and Conditions for using the Three Network and Three Services.

**Three Customer Services:** our service team who are available to help you with your queries. Equipment customers can call **333** (free) from a Three Phone or **0333 338 1001** from any other line (standard call charges apply). Mobile Broadband customers can call 500 (free) from a Three Phone or **0333 338 1003** from a landline (standard call charges apply).

**Three Network:** means the public telecommunications network owned, operated or used by Three.

**Three Services (and/or Service(s)):** the fixed wireless access broadband services offered by Three which we have agreed to provide to you.

**TrafficSense™:** Tools and insight we use across the Three Network for the intelligent management of data traffic. See [Three.co.uk/trafficsense](http://Three.co.uk/trafficsense) for more information.

**Welcome Letter:** the letter or email we send to you when you take out a new agreement with us – either as a new customer or as an existing, upgrading customer.