

Pay Monthly.

**Terms and Conditions, including our Returns Policy, if you joined us or upgraded your contract before 29 May 2015.**



Three.co.uk

**Here are all the details on our Terms and Conditions and Returns Policy.**

**We suggest you read them through and then keep them safe, just in case you need them at any time. Please see [Three.co.uk/terms](http://Three.co.uk/terms) for the latest version of our Terms and Conditions.**

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**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 your 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](http://Three.co.uk/accessibility)**

## **Returns Policy.**

Our Returns Policy covers your manufacturer's warranty and how to use our repair service, if you need to.

Phone, Dongle, Mobile Wi-Fi, Tablet and Laptop Policy - Overview This policy includes details of:

- Our Return / Exchange Policy
- Our Phone, Dongle, Mobile Wi-Fi, Tablet and Laptop Purchase Terms
- Our Repair Service
- Your Manufacturer's Warranty.

### **Purchases from Three**

We always hope you're happy with your new purchase, whether it's a Device or Accessory, and/or a service agreement for telephone services as a consumer, but just in case you're not, here's how you can return or exchange it.

### **Where did you buy your Device?**

#### **3Store**

If you bought your Device from one of our 3Stores, you may exchange it within 7 days of purchase. You'll need to go back to the same 3Store you bought your Device from.

If you're thinking about exchanging your Device you must return your Device in "as new" and "unused" condition. "Unused" means that you must not use the Device to make or receive any calls (both voice and video), send or receive texts or use the internet. If you've bought an Apple Device from a 3Store this includes removing the cellophane wrapping.

"As new" means you must also make sure that your Device, packaging, manuals, accessories and any "free gifts"

supplied are complete and are not damaged or marked. If anything is missing you may be charged for these. We will not accept the return of any used, damaged or marked Devices. You'll also need to provide your receipt as proof of purchase.

### **Three.co.uk or Telesales**

You can exchange or return your Device within 14 days from the day you received it Three.co.uk - call us on 0333 300 0330 (standard call charges apply).

Telesales - call us on 0333 338 1001 (standard call charges apply).

### **Exchanges**

If you just want to change your Device or Accessory you bought from us, you have 14 days to exchange it. We have the right to only offer you a refreshed Device in exchange.

### **Returns**

If you bought your purchase from Three.co.uk or our Telesales, you can also return your Device or Accessory and cancel your contract within 14 days of purchase, or, if you've bought a Device, but didn't receive it immediately, within 14 days of receiving your new Device or Accessory. If you have entered into a Three Services agreement without any equipment, you'll have 14 days from the date of your agreement to cancel.

### **Very important bits**

- If you want to return or exchange your Device it must be in an "as new" condition or you may be charged for any damage or marks.
- You can use our Services (such as calling, texting and using the internet) during the 14 day returns / exchange period, but you may be charged for any Services you use before cancelling any contract. Please remember that it can take up to 3 months for some Services to be applied to your bill.
- Where we give a refund it'll be in the same form as the original payment.

### **All returns or exchanges**

If you return or exchange your Device and/or Accessory, they must be in their original condition and packaging, exactly as you got them. If you haven't got all the original packaging for any reason, tell the advisor when you're arranging your exchange / return and they'll send you packing equipment and instructions if necessary. If you don't return your Device in an "as new" condition, then we will need to charge you for any missing or damaged pieces. Please refer to the Price Guide for more information.

When we say "as new" we mean the Device, packaging, manual, all Boxed Accessories and any free gifts that came with the Device are all undamaged and don't have any marks on them.

For hygiene reasons we can't accept returns or exchanges on some Accessories, like headsets, where the packaging has been opened or had the seal broken. If these were supplied with a Device which you want to return, you may be charged for them - see the Price Guide for more information.

Please make sure you package your Device exactly as the advisor asks you to. You're responsible for the Device until we receive it and the Royal Mail may destroy incorrectly packed Devices.

### **Other retailers that aren't Three**

This Policy doesn't apply to Devices (Phone, Dongle, Mobile Wi-Fi, Tablet or Laptop) or accessories purchased from someone other than Three.

If you purchased your Device or Accessory from another retailer, you'll need to check with them to see what their returns and exchanges policy is. If your retailer permits you to return your Device under their policy and you've used any of our Services, we may charge you for what you've used.

If you want to cancel your service agreement with Three call us on 0333 338 1001 (standard call charges apply).

### **Are you a business customer?**

Contact your Account Manager or call us on 0333 338 1004 (standard call charges apply.)

### **Getting your device repaired**

If you have a problem with your Device, we will help you get up and running again as quickly as possible. You can contact us by phone, visit us in-store or visit us on Three.co.uk and if we cannot resolve your problem immediately, we will tell you everything you need to know to get your Device repaired.

## Your warranty

The manufacturer of your Device has given you a warranty against defects in materials and workmanship - normally, the warranty is for a period of at least 12 months from the time you bought it. If you need any more information on your warranty:

- You can find out more in the warranty information which came with your Device or you can contact the manufacturer. Information about the manufacturer's warranty and how to contact them can normally also be found online on the manufacturer's website.
- Call Three Customer Services on 333 (free) from your Phone or 0333 338 1001 (for Phone customers) or call 500 (free from a Three phone) or 0333 338 1003 (for Dongle, Mobile Wi-Fi or Tablet - customers) from any other line (standard call charges apply);

If you are a Laptop customer, you'll need to contact the manufacturer directly - details of how to contact the manufacturer should have been included with your Laptop or you can find them online - normally on the manufacturer's website.

## One final point to note

If you're a consumer, these policies will not affect any of your statutory rights which you have which cannot be excluded. For more information on your statutory rights, please contact your local authority Trading Standards Department or Citizens Advice Bureau.

## More Information

### 1. Who's who

#### 1.1 When we say:

- (a) "we", "us", "our" or "Three", we mean Hutchison 3G UK Limited, trading as 'Three' (company number 03885486) with its registered address at Great Brighams Mead, 1 Vastern Road, Reading, Berkshire RG1 8DJ;
- (b) "you" or "your", we mean you, our customer who is party to the agreement;
- (c) "agreement", we mean your agreement with us for the supply of Three Services.

#### 1.2 We have also set out below some useful definitions of words we use within this section.

### 2. About these Terms

#### 2.1 These terms set out purchase terms for your Device.

#### 2.2 These terms do not cover:

- (a) any products or services you buy while using your Device; or
- (b) the supply of our Three Services. The Terms for Three Services cover this and are provided to you when you register on and connect to the Three Network and they are also available on our website.

### 3. Purchase Terms Purchases from Three

#### 3.1 If you purchase a Device from us (whether from Three.co.uk, Three's own telesales team, Three Customer Services or Three Stores), you enter into an agreement with us for the purchase of the Device.

#### 3.2 You will be responsible for the Device as soon as it is delivered to you. If you damage or lose the Device or leave Three before you've paid for it in full or completed the Minimum Term (if any) of your agreement for the provision of Three's Services, you will still be required to pay us the full price of the Device.

#### 3.3 We have a legal duty to supply goods that are in conformity with the contract.

#### **Purchases from other retailers**

#### 3.4 If you purchase a Device from another retailer, you enter into an agreement with that other retailer for the purchase of the Device. In this case, we're not part of your purchase agreement with the other retailer.

#### **All purchases**

#### 3.5 Devices which can be used to access Three Services may be locked to our network. The software in the Devices and all intellectual property rights in that software is owned by the manufacturer and you're being allowed to use the software on a limited licence from the manufacturer. If your Device is locked and you want it to be unlocked from our network, you can contact us and we can help to arrange for your Device to be unlocked in an authorised manner (which may include replacing your Device with an unlocked Device, which is the same or similar specification to your Device). Prior to us arranging for your Device to be unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the Device which you may need, as this may be lost during the Device unlocking process. We're not responsible for any information or any other data which may be lost during the unlocking process.

### 4. Repairs

#### 4.1 If you have a problem with your Device, we can try to help you get up and running again as quickly as possible. You can contact us by phone, visit us in-store or visit us on Three.co.uk and if we cannot resolve your problem, we

will tell you what you need to know to help get your Device repaired.

## 5. **Warranty**

- 5.1 The manufacturer of your Device has provided you with a warranty against defects in materials and workmanship - normally, that warranty is for a period of at least 12 months from purchase. Further details of the manufacturer's warranty can be found in your Device Box or on-line on the manufacturer's website - this will tell you how to contact the manufacturer and how to make a claim under the manufacturer's website. This warranty is in addition to your legal rights.
- 5.2 Three is not the manufacturer of the Device and the manufacturer is the company referred to in the manufacturer's warranty documentation.

## 6. **Stored data**

If you return or exchange your Device, you will be responsible for removing all content, messages, information and any other data from the Device (or any memory card included) prior to its return or exchange.

## 7. **Return / Exchange Policy**

Devices bought from Three directly

- 7.1 If you bought or upgraded your Device and / or contract for Three Services from Three Telesales or Three Customer Services, or if you bought your Device from Three.co.uk, you may return or exchange your Device within 14 days of getting your Device, subject to the conditions for return set out in Sections 7.2 and 7.5.
- 7.2 You must ensure that:
- (a) If we do not receive the Device, you may be asked to provide proof of purchase (for example, a delivery note of the date you received the Device if it was delivered to you) and proof of returning the Device to us (for example, proof of posting);
  - (b) We will only refund any money you have paid upfront once we have received your Device, or proof that you have sent it to us. We may deduct any charges for missing or damaged items before refunding you and may charge you for any excess monies owed to us for not returning the Device in an "as new" condition. We may also charge you for any Charges incurred prior to returning the Device to us as well as any third-party charges.
  - (c) If, after the 14 day returns and exchanges period has finished, you wish to end your agreement for the supply of Three Services during the Minimum Term of your agreement, you must pay us all the Charges you owe, plus any Cancellation Fee for your Package (as set out in the Price Guide) - See Section 10 of the Terms and Conditions for using the Three network.
- 7.3 If you bought or upgraded your Device from a 3Store you may exchange your Device within 7 days of getting your Device, subject to the conditions for return set out in Sections 7.4 and Section 7.5.
- 7.4 You must ensure that:
- (a) You return your Device to the same 3Store you bought your Device from;
  - (b) Your Device and any Boxed Accessories are returned "unused". This means that you must not have used the Device or any Boxed Accessories. By using the Device, we mean using it to access any of Three's Services (for example, making or receiving voice or video calls, or text, photo or video messages, accessing or downloading any content or browsing the internet). If you've bought an Apple Device from a 3Store this includes removing the cellophane wrapping;
  - (c) Your Device and any Boxed Accessories are returned to Three within the time limit set out in Section 7.3; and
  - (d) You may be asked to provide proof of purchase.
- 7.5 If you wish to exchange to return your purchase under Sections 7.1 or 7.3, you must ensure that your Device and any Boxed Accessories are returned "as new" - this means they must be returned in their original purchase condition with the original packaging and all other related material including any manuals and Boxed Accessories and you must return any "free gifts" that came with the Device - they must also be free of any damage or marks. If we get a Device sent back to us that does not meet these requirements we reserve the right to charge you to restore its condition to new and/ or to replace anything that is missing or damaged - details of these fees are available on request from us.
- 7.6 If you fail to return your Device in accordance with the requirements set out in this Section 7, you will not be eligible to return your Device under this Returns/Exchanges policy, but if you do still wish to end your agreement for the supply of Three Services during the Minimum Term of your agreement, you must pay us all the Charges you owe, plus any Cancellation Fee for your Package (as set out in the Price Guides) - See Section 10 of the Terms and Conditions for using the Three network.

# Glossary.

## Specific words and phrases that need further explanation.

**Accessory/Accessories:** any battery, battery charger, stylus, phone case, portable hands free, SIM or consumable item (items which are regularly replaced) or any other item authorised by us that may facilitate the use of your Device.

**Additional Services:** additional, optional or extra services which you choose to use which are not Services that are part of your Package or Outside of Allowance Services (for example, they may include (but they're not limited to) AddOns, Premium Services, international services, services you use whilst roaming abroad, directory enquiry services, any other services listed in our Price Guide under the "special charges" or "other services" sections, calls to nongeographic numbers (such as calls to 084, 087), content or applications you may buy and/or any third party services).

**Add-on:** an additional credit which may be bought for specific supplemental Services (as detailed in the Price Guide). Age Restricted Services: any Three Services which are for use only by customers 18 or over.

**Boxed Accessories:** all Accessories that you receive as part of the original packaging of your Device.

**Cancellation Fee:** means, for Pay Monthly Customers, a fee charged if we end the agreement due to your conduct or if you end your agreement within the Minimum Term. 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 3%. We reserve the right to vary the amount of the percentage discount from time to time.

**Charges:** charges for access to, and use of, Three Services as set out in the Price Guide. These charges may cover (without limitation) fixed periodic charges, including your Monthly Charge, usage charges (for example, charges for Outside of Allowance Services or Additional Services), account administration fees, fees for Connection and reConnection and any costs incurred in collecting outstanding payments from you.

**Communications Data:** information about the routing of services, calls and messages you make and receive the date, time, duration and cost of these, and information about the id entity of your Device and SIM.

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

**Damage:** any accidental, sudden and unforeseen damage to the Device caused by external means which affects the operational functioning of the Device.

**Device:** the phone, Dongle, Mobile Wi-Fi, Tablet or Laptop that is authorised by us for Connection to the Three Network which is used to access Three Services, excluding all Accessories.

**Device Box:** the package delivered to you containing the Device, SIM, Terms for Three Services, the terms for our Returns Policy and anything else required to be delivered to you with your Device.

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

**Dongle:** the USB Modem that is authorised by us for Connection to the Three Network which is used to access Three Services, excluding all Accessories.

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

**Laptop:** a laptop which is used in conjunction with a Dongle and/or Mobile Wi-Fi and/or SIM to access Three Services.

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

**Messaging Services:** any email, fax and voicemail Services, text (SMS) and multimedia messaging Services (MMS), personal information management and other message or communication facilities which let you communicate with others.

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

**Mobile Wi-Fi:** the wireless mobile device which is authorised by us for connection to the Three Network and is used to access Three Services.

**Monthly Charge:** is the monthly fixed charge payable by you for your Package (as set out in the Price Guide).

**Outside of Allowance Services:** any standard Services (i.e. calls and texts to standard UK mobiles and UK landlines (to avoid any doubt, calls to standard UK landlines do not include calls to non-geographic numbers, such as 084 and 087) and/or UK data) you use when you have used up the Units (whether voice Units or text Units or data Units, as applicable) which may be included in your Package (if any) or, if you do not have any inclusive allowances with your Package, any standard Services you may use.

**Packages:** our current Packages available for you to select that are set out in the Price Guides 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. There may be more than one Package available for you to choose from and if so, you will be required to select one before you are Connected to Three. Depending upon the Package you choose, you may receive an allowance made up of Units, being voice Units, text Units and data Units, which entitle you to a specified number of voice minutes, text messages and/or data - details of these are set out in the Price Guide. The Packages we offer may be amended or withdrawn from time to time, and can be viewed at Three.co.uk or requested from Three Customer Services.

**Pay Monthly Customer:** a customer who receives periodic (usually monthly) bills for their use of Three Services.

**POP3:** a way delivering e-mail messages POP3 tends to apply to email accounts which work with a specific computer operating system, such as Outlook (Windows) or Mail (Mac OS X).

**Premium Services:** any Three Services which are charged at premium rates. You can only access these Three Services - such as international calling and international roaming - with our approval.

**Price Guide:** the document that sets out the Packages available to you, our current Charges and related details (including, if you are a Pay Monthly Customer, any Minimum Term and payment commitments). This document is divided into sections, each section providing a summary of all the Charges applicable to a particular type of Package or tariff. The Price Guide can be viewed at [Three.co.uk/priceguide](http://Three.co.uk/priceguide)

**Returns Policy:** the returns policy as prescribed by Three from time to time, the current version of which is available on [Three.co.uk/returns](http://Three.co.uk/returns)

**SIM:** a card which contains your Three phone number and 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' has 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 for Three Services:** Terms and Conditions for using the Three Network and its Services.

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

**Three Services (or Services):** the services offered by Three, including, but not limited to, call services, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which we have agreed to provide for 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.

**Unit:** a voice Unit, text Unit or data Unit. On use, each voice Unit will be automatically converted to one minute of a phone call, each text Unit will be automatically converted to one text sent, and each data Unit will be automatically converted to a specified amount of data - full details are set out in the Price Guide.

**Welcome Letter:** the letter or email we send you when you join or upgrade with us.

**Warranty Period:** the manufacturer's warranty period - normally this is a period of at least 12 months. Further details of the manufacturer's warranty can be found in the materials in your Device Box.

# Terms and Conditions for Using the Three Network.

All the things you need to know now that you're using our network and Services.

**Additional terms can also be seen in the Price Guide relevant to your Package or tariff as well as within our Services on the Device and in other documents about our Services.**

- By inserting your SIM you are expressly requesting that Three provide you with our Services.
- We'll provide our Services within Three's network area but it's always possible that the quality or coverage may be affected at times.
- You must not use our Services for any illegal or improper purposes. Anyone under 18 isn't permitted to access our Age Restricted Services.
- We've limited our liability to you as set out in Section 12 of the Terms for Three Services.
- You agree that we can process "Your Information" (as that term is defined in clause 13.5) which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage 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) as set out in our 'Privacy Notice' in Section 13 of the Terms for Three Services. Please read Section 13.
- If you don't pay your account on time or we reasonably believe that you haven't complied with certain terms of your agreement, we may suspend or disconnect our Three Services, but you still must pay all outstanding charges (including a Cancellation Fee for disconnection). If you wish to end your agreement during your Minimum Term (but outside any period set out in a returns policy that may apply), you must pay a Cancellation Fee which will be the total of the Monthly Charges remaining during the Minimum Term of your agreement less a variable discount, currently 3%. We reserve the right to vary the amount of the percentage discount from time to time.

## Terms for using the Three Network General Terms

### 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 Great Brighams Mead, 1 Vastern Road, Reading, Berkshire RG1 8DJ;
- (b) 'you' or 'your', we mean you, our customer;
- (c) 'agreement', we mean your agreement with us for the supply of Three Services.

#### 1.2 We also have set out in the glossary some useful definitions of words we use in these Terms for Three Services.

### 2. About your agreement

- 2.1 Your agreement is made up of these Terms for Three Services and your Package, along with any other terms laid down in additional Three Services on the Device. Additional terms may apply to any promotional or special offers.
- 2.2 Your agreement is personal to you. You have to do what you've contracted to do, unless we write and say you can do something outside the agreement. Unless we give you permission (acting reasonably), you can't pass your rights or responsibilities to anyone else - even if we give you more than one SIM or you give your Device to others. It's your responsibility to make sure the SIMs are only used to access Three Services as permitted in this agreement.
- 2.3 This agreement does not cover:
  - (a) any products or services you buy while using Three Services; or
  - (b) the supply of your Device. The manufacturers of Devices are not related to us. Any terms relating to Devices will be given to you separately.

### 3. When your agreement begins

- 3.1 Your agreement starts when we Connect you to Three. (Note that in the special case where you do not Connect to Three within a month of registering as a Three Customer and receiving your Device, your agreement will automatically start at the end of that month.) By inserting your SIM you are expressly requesting that Three provide you with our Services.
- 3.2 If you bought your contract or upgrade through Three.co.uk or Three Telesales or Three Customer Services you may cancel your agreement within 14 days of us connecting you (Returns Period). If you use any Services prior to cancellation you may be charged for them. Please remember that it can take up to 3 months for some international and Premium Services to be applied to your bill. Please see our Returns Policy for more information.
- 3.3 After the expiry of any Returns Period:
  - (a) 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 10; or

(b) if your Package does not have a Minimum Term, or your Minimum Term has expired, we will supply you with Three Services until either of us chooses to end the agreement in any of the permitted ways set out in Section 10.

#### 4. **Variations to your agreement or prices**

4.1 The Monthly Charge for your Package is fixed for the Minimum Term of your agreement.

4.2 We may vary any of the terms of your agreement, including our Packages or prices, on the following basis:

(a) any updated Packages and new terms will be available on our website and on request to Three Customer Services;

(b) we will let you know at least one month in advance if we decide to:

(i) discontinue your Package; or

(ii) make any variations to your agreement which are (in our reasonable opinion) likely to be of material detriment to you. You can end the agreement for such variations as explained in Section 10.

(c) we may need to change or introduce new Charges in respect of our Outside of Allowance Services.

If we do, we'll let you know at least one month in advance unless we believe such changes are not (in our reasonable opinion) likely to be of material detriment to you or you don't (in our reasonable opinion) regularly use the Outside of Allowance Services affected;

(d) we may change or introduce new Charges in respect of Additional Services or Add-Ons - we'll publish any changes on our website. If any Add-ons affected have a recurring Charge, we'll let you know at least fourteen (14) days before the Charge changes.

4.3 For the avoidance of doubt, you will not be able to end the agreement if any variation or increase:

(a) 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; or

(b) relates solely to:

(i) Additional Services; or

(ii) Add-on(s) (if applicable to you).

In such circumstances you will not be able to end your agreement but you will be able to cancel the Add-on(s) or stop using the Additional Services.

4.4 You will not be able to end the agreement if you carry on using Three Services after any variation or change commences as you will be deemed to have accepted the variation.

#### 5. **What we will provide for you**

##### **A Three phone number and SIM**

5.1 We will open an account for you and provide you with a SIM and a Three phone number (and we may agree to provide you with additional SIMs and phone numbers on your request).

5.2 We own each SIM and each SIM remains our property at all times. You are being allowed to use the SIM by us on a limited licence to enable you to access Three Services, in accordance with the terms of this agreement. We may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends. You can only use our SIM to obtain Services from us.

5.3 Each SIM may only be used in Devices which are enabled for Three Services and are authorised by us for Connection to the Three network. Any attempt to use the SIM in other devices may result in serious damage to the device and may prevent you from being able to use it, including the making of emergency calls. In these instances, we are not responsible for any such damage or usage problems.

5.4 Devices which can be used to access Three Services may be locked to our network. The software in the Device and all intellectual property rights in that software are owned by the Device manufacturer and you are being allowed to use the software on a limited licence from the Device manufacturer. If you want your Device to be unlocked from our network, you can contact us and we can help to arrange for your Device to be unlocked in an authorised manner (which may include replacing your Device with an unlocked Device, which is the same or similar specification to your Device). Prior to your Device being unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the Device which you may require, as this may be lost during the Device unlocking process. We are not responsible for any information or any other data which may be lost during the Device unlocking process.

5.5 You can move your existing phone number to Three. First, you need to ask your previous mobile network operator for your porting authorisation code (PAC), and then you will need to give your PAC to us. Once we have verified the details of your porting request, we will tell you the date when your phone number will be moved to Three. If the move is delayed and the delay is our fault, you may be entitled to compensation in the form of a one-off reimbursement of a portion of your Charges. Contact Three Customer Services to find out more.

##### **Three Services**

5.6 Once you are Connected to Three:

(a) we will provide you with access to our Services. The Three Services will include Premium Services (which may require our prior approval for you to use some of those Premium Services) and may also include Age Restricted Services, provided you are 18 or over and you do not show or send any content from the Age Restricted Services to anyone under 18.

(b) you can make free calls to emergency services from your Phone by calling 999 or 112.

(i) When you are outside of Three's coverage area in the UK, your Phone will try to locate another mobile network

so that you can try to contact the emergency services (however, neither your mobile telephone number nor your location data will be transmitted to the emergency services in these circumstances).

(ii) If you need to contact the emergency services whilst you are roaming abroad, you will need to call 112 (this number is recognised by most mobile operators worldwide) or the local emergency services number, however your location data may not be transmitted.

(iii) Emergency service calls cannot be guaranteed if made using voice over IP services on your Phone, such as Skype - if you do wish call the emergency services, you should make a normal voice call from your Phone. If you do make an emergency services call using a voice over IP service you should do so using any in-app dialer and note that your Location Data may not be shared with the emergency services..

(iv) If you have difficulties hearing or are speech impaired and you need emergency assistance, you can send a text message with details of your location to 999 or 112 - the text will be converted and passed to the appropriate emergency service but you will need to register your Phone before you can use this service - details on how to do this are available at [www.emergencysms.org.uk](http://www.emergencysms.org.uk)

(v) If you have a Device that operates on Android operating system 2.3 and above, on calling 999 or 112 while in the UK and connected via the Three network, your Location Data may be automatically transmitted to the emergency services to help them locate you.

5.7 You will also be able to upload and send your own content using the 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 the Three Services. If you choose to use the POP3 polling features in our Messaging Services, you are appointing us as your agent for enabling the POP3 polling Services to be provided to you.

5.8 We may:

(a) change or withdraw some, or part, of the 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 modify content. Depending upon the changes that are made, you may have a right to end this agreement, as explained in sections 4.2, 4.3 and 10.1(d) and 10.1(e);

(b) also determine how Three Services are presented and delivered to the Device 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) I use TrafficSense™ across our network to protect the network 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 such measures from time to time.

#### **Limitation of Three Services**

5.9 We will always try to make Three Services available to you. However, Three Services are only available within Three's coverage area within the UK. Within this, there may be areas where you do not have access to all Three Services or where coverage or network speeds are otherwise limited or unavailable. For more information about coverage, go to [Three.co.uk/coverage](http://Three.co.uk/coverage). The data speeds that you'll experience on our network will vary due to a number of factors including your distance from the nearest mast. Your location in a building, local geography, congestion and the type of equipment that you're using - for example, you'll only be able to enjoy 4G speeds if you're in a 4G coverage area and using a 4G device.

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

5.10 There may be situations when Three Services are not continuously available or the quality or network speeds are affected and so we cannot guarantee continuous fault-free service. For instance:

(a) when we need to perform upgrading, maintenance or other work on the Three Network or Three Services;

(b) when you move outside Three's 3G service area whilst you are on a call (in this case calls may not be maintained);

(c) when you are in areas not covered by the Three Network. In these cases Three Services relies on other operators' networks where we have no control; and

(d) because of other factors outside our control, such as the features or functionality of your Device, regulatory requirements, lack of capacity, interruptions to Services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

(e) In the event that you experience continuous or regularly recurring disruption to Three Services, please contact us as set out in section 7 (Your Rights - Complaints) and we will work with you to find an appropriate resolution for your particular circumstances.

## **6. What you will do in return**

### **Secure your PIN, Passwords and SIM**

6.1 As we own the SIM and it remains our property at all times, you must ensure that you keep the SIM safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if required to do so by us at any time, as set out in these terms. We may charge you for any replacement SIM (as set out in our Price Guide), unless, of course, it is defective through faulty design or workmanship.

6.2 You must keep all PINs and passwords secure and confidential. You are also responsible for the security of your Device and must ensure that you keep it secure (refer to the Device manufacturer's user guide for details of how to keep your Device secure). You must also keep any PINs or passwords for any services you access through your Device secure and confidential. 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 of Three Services**

- 6.3 You may only use Three Services:
- (a) as laid out in this agreement; and
  - (b) for your own personal use. This means you must not resell or commercially exploit any of the Three Services or content.
- 6.4 You must not use Three Services, the SIM or Three phone number or allow anyone else to use Three Services, the SIM or Three phone number 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, including copyright or other intellectual property rights;
  - (c) to copy, store, modify, publish or distribute Three Services or their content, except where we give you permission;
  - (d) to download, send or upload content of an excessive size, quantity or frequency. We will 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;
  - (f) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload; or
  - (g) 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 Three Services and account. You must only use Devices and Accessories authorised by us for Connection to the Three Network and also comply with all relevant legislation relating to their use.
- 6.6 We may publish an acceptable use policy and a traffic management policy which provide more details about the rules for use of certain Three Services in order 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 our customers. If we publish a policy, we will let you know. Such a policy may be amended from time to time, for instance, if we discover that the Three Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain Three Services is causing problems for Three, its systems or for other users, or if we introduce new services which may require certain rules to ensure that such new services can be enjoyed by our customers. Again, we will let you know if this happens.

### **Responsible use of Messaging and Storage Services**

- 6.7 While using the Messaging Services, you must not send or upload:
- (a) anything that is copyright protected, unless you have permission;
  - (b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
  - (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 6.8 We may put limits on the use of certain Three Services, such as Messaging Services or Storage Services. For example, we may limit the size of messages or storage space.
- 6.9 While we have no obligation to monitor the Messaging Services or Storage Services, if you exceed our use limits set out in our fair use policy (which is published as part of our Price Guide and is available on our website or from Three Customer Services), or we are made aware of any issues with your use of these Three Services (for example, if we are made aware that you are using Three Services in any of the ways prohibited in Section 6.8 above) we reserve the right to remove or refuse to send or store content on your behalf. You may still be charged for any content which is blocked or removed.

### **Responsible use of Age Restricted Services**

- 6.10 If you are under 18, you are not permitted to access our Age Restricted Services (if any). If you are 18 or over and you access the Age Restricted Services, you must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under 18 use your Device.
- Responsible use of Three Services outside the UK
- 6.11 If you use Three Services from a country outside the UK:
- (a) your use of the Three Services may be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations;
  - (b) you will be roaming on another operator's network, so you may not receive the same level of coverage as you're used to on Three's Network. When you go online, data speeds may be slower as well. We have no liability if you are not able to access services abroad, or if the quality of any other operator's network services differs from those provided on our Three Network.
- Paying your Bills
- 6.12 You must pay us all Charges in connection with all Three Services relating to the SIM(s) we supply you or which are accessed using your Device(s). You must pay the monthly fee, whether or not voice Units, text Units and/or data Units that are consumed by you or by another person, with or without your permission. You must also pay for all Three

Services which do not involve a conversion of voice Units, text Units and/or data Units within your allowance and which are accessed using the SIM(s) we supply you or which are accessed using your Device(s), whether the Three Services are accessed by you or by another person, with or without your permission. If any of the SIMs or Device(s) are lost or stolen (either separately or with any of your Devices), you remain responsible for all the Charges to your account until you tell us what happened and arrange for your SIM(s) and Device(s) to be deactivated.

- 6.13 We will send you a bill on a periodic basis and this will usually be done monthly. However, we reserve the right to change this period (and we would give you at least 14 days' notice of this).
- 6.14 Your bill will normally include your Monthly Charge for your Package for the next billing period and any administration fees along with Charges for your use of the Three Services in the UK in the last period and outside the UK in prior periods (so far as not within your allowance). If your Package includes an allowance, this will be made up of voice Units, text Units and/or data Units which are convertible into a certain number of voice minutes or text messages, and/or a certain amount of data each month. On your bill, we will include the "per unit" cost for your allowance to help you understand the value you're getting from your Package. If you have not used all of that monthly allowance by the time we bill you it will expire and your monthly allowance will then start again on each monthly bill date (which you will see on your bill).
- 6.15 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. You can request a VAT invoice by calling 333 free from a Three phone or by calling Customer Services.
- 6.16 You must make your payment by the due date and by one of the payment methods stated on your bill. However, we may also submit an interim bill or require an immediate payment if we think you have exceeded a reasonable limit on your account.
- 6.17 As described in Section 6.14 above, we will send you a bill on a periodic basis, which will usually be monthly. The 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 have made a payment to your account. You should not use the credit limit for budgeting as the amount you owe is not capped or limited by any credit limit we set.
- 6.18 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 costs and expenses, or the costs and expenses of our assignees, including legal costs, with interest added daily.
- 6.19 If you use your Device to buy goods and services from third parties, you are responsible for paying any bill they may send you or any charges you incur in respect of their goods or services.

### **Responsible use of Go Roam**

- 6.20 **If you use Three Services in our Go Roam in Europe destinations:**
- (a) Your data use may be subject to a Fair Use Policy, as published in your Price Guide, and which may be amended from time to time. Any use in excess of this policy, but within any available data allowance will be subject to a regulated surcharge (see [www.Three.co.uk/priceguide](http://www.Three.co.uk/priceguide) for details);
- (b) We reserve the right to apply a surcharge in case of abusive use. In order to help us to detect possible abuse of Go Roam in Europe, we may monitor your usage and presence. We'll look at the balance of your roaming and domestic (UK) activity over 4 months: if this shows that you spend the majority of your time abroad and consume more abroad than at home, over the 4 months, we have the right to add a small surcharge to your continued usage. This surcharge is set at a regulated rate, as published in your Price Guide. Before this surcharge is applied, we'll send you a message two weeks in advance, giving you an opportunity to modify your roaming behaviour to avoid being charged this surcharge.

### **7. Your Rights - Complaints**

- 7.1 If you are unhappy about any aspect of our Three Services, you should contact Three Customer Services.
- 7.2 We will investigate any complaint in accordance with our customer complaints code, after which we will contact you with the results. A copy of our customer complaints code can be viewed on our website at **[Three.co.uk/complaints](http://Three.co.uk/complaints)** or you can request a copy by contacting Three Customer Services.
- 7.3 See Section 13 for information about data protection and privacy complaints.

### **8. Our Rights - Intellectual Property**

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

### **9. Suspension of Three Services**

- 9.1 We may Suspend any or all of the Three Services you use without notice if:
- (a) we reasonably believe you have provided us with false or misleading details about yourself as set out in Section 13;
- (b) we advise you that your excessive use of Three Services (as may be defined in accordance with Section 6.7 above)

- is causing problems for other users, and you are continuing to use Three Services excessively;
- (c) we believe your Device or SIM has been lost, stolen or is being used in a way not permitted by this agreement;
  - (d) we reasonably believe that you have used Three Services, the SIM(s) or a Three phone number 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 are using Three Services in any of the ways prohibited in Sections 6.5, 6.8 and 6.11). If this happens, we will deal with the complaint in the manner set out in Section 7; or
  - (f) we are required to suspend your Three Services by the emergency services or other government authorities.
- 9.2 In addition to the circumstances set out in Section 9.1, we may also Suspend any or all of the Three Services you use without notice if:
- (a) you have not paid our Charges on time, or if you have previously failed to pay your Charges on time; or
  - (b) you have exceeded any credit limit that we may have set for you (as set out in Section 6.17 above); or
  - (c) you have insufficient credit in your account to cover charges you agreed to pay in advance.
- 9.3 We may turn off your Messaging Services if they are inactive for an extended period of time - we will let you know before this happens. If we do turn off your Messaging Services we will have no obligation to maintain any of the content in your Messaging Services, or to forward any unopened or unsent messages to you, or anyone else.
- 9.4 If we Suspend any or all of your Three Services, you will still be able to make emergency calls (unless they have been Suspended at the request of the emergency services).
- 9.5 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.

## 10. Ending this agreement and Disconnection of Three Services

### 10.1 You may end this agreement in the following ways:

- (a) In certain circumstances under our Returns Policy. You may need to get in touch with Three Customer Services to arrange Disconnection.
- (b) You can end the agreement during your Minimum Term (if you have one - this will be stated in your Package) by giving notice to Three Customer Services 30 days before the date you want to end the agreement. However, you must pay us all the Charges you owe, plus any Cancellation Fee for your Package (as set out in the Price Guide).
- (c) On 30 days' notice, outside the Minimum Term. You can end the agreement if your Package does not contain a Minimum Term, or if you want to end the agreement at the end of your Minimum Term or any time after your Minimum Term has expired, provided you give notice to Three Customer Services at least 30 days before the date you want to end the agreement. A Cancellation Fee will not be charged.
- (d) Within one month of a materially detrimental variation to your agreement. You can end the agreement 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. Subject to section 10.1(e) below a Cancellation Fee will not be charged.
- (e) You will not 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, the Service or our prices) is due to any of the following circumstances:
  - (i) the variation 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;
  - (ii) the variation relates solely to Additional Services or Add-on(s) In such circumstances you will not be able to end your agreement but you will be able to cancel the Add-on(s) or stop using the Additional Services;
  - (iii) the variation is not (in our reasonable opinion) likely to be of material detriment to you; or
  - (iv) the variation relates to a variation in our Charges for our Outside of Allowance Services and such changes are not (in our reasonable opinion) likely to be of material detriment to you or you don't (in our reasonable opinion) regularly use the Outside of Allowance Services affected.

### 10.2 We may end this agreement in the following ways:

- (a) On 30 days' notice, outside the Minimum Term. If your Package does not have a Minimum Term, or the Minimum Term has expired, we can end this agreement by giving you at least 30 days' notice.
- (b) Because of your conduct. In the following cases, we may end your agreement immediately and you have to pay all the Charges you owe up until we Disconnect you:
  - (i) if we have the right to Suspend your Three Services on any of the grounds in Section 9 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 will not 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, insolvency or death.
- (c) No network access or Three Services. We may end your agreement if we no longer have access to other operators' networks which we need to provide Three Services, or if we are no longer able to provide Three Services due to factors beyond our control or because we cease business.

### 10.3 Once you are Connected to Three, you can only end this agreement in the ways set out in this Section 10. However, if you are a consumer, any statutory rights which you may have, which cannot be excluded or limited, will not be affected

by this section. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

## 11. **Effect of this agreement ending**

- 11.1 If this agreement ends, we will close your account and Disconnect you and you will not be able to use Three Services or make emergency calls.
- 11.2 You must 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.

## 12. **Liability - Limits on our liability**

- 12.1 All of our obligations to you relating to Three Services are set out in your agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.
- 12.2 Except as set out in 12.3:
  - (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; and
  - (c) we are 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 are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.
- 12.3 Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you are a consumer, the terms of this agreement will not affect any of your statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

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

- 12.4 We will 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 their content, 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 12.3 we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error free nature, compatibility, security or fitness for purpose of Three Services or their content. They are provided to you on an 'as is' basis; and
  - (c) we are not providing you with advice of any kind (including without limitation investment or medical advice). Where Three Services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements.
- 12.5 We will not 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.**

- 12.6 You may be able to use Three Services:
  - (a) to upload, email or transmit content using Three Services; and
  - (b) to access content which is branded or provided by others and to acquire goods and Services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or Services. We are not responsible or liable in any way for, and do not endorse, any of this content, goods or Services.
- 12.7 This Section 12 will apply even after this agreement has ended.

## 13. **Privacy Notice and Your Information**

- 13.1 We are the data controller of Your Information (as defined in Section 13.5) 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 13.8 below with any questions.
- 13.2 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.
- 13.3 If you provide us with information about another individual or register a Device in the name of another individual you must have their agreement to do so or be acting with legal authority.
- 13.4 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.

- 13.5 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.
- 13.6 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.
- 13.7 When you make a call, the calling line identity (“CLI”) of your phone (your Three phone number) will be displayed on the phone of the person you call. If you don't wish your CLI to be displayed and/or transmitted you should check your user guide or contact Three Customer Services. Your CLI cannot be blocked when calling the emergency services, or when sending a text, picture, or video message.
- 13.8 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.
- 13.9 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, Great Brighams Mead, 1 Vastern Road, Reading, Berkshire RG1 8DJ or by sending an email to [DPA.Officer@three.co.uk](mailto:DPA.Officer@three.co.uk).
- 13.10 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**

- 13.11 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.**

- 13.12 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 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 Device 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 Device 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 a Device 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 Device.

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 Device, 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 [preferences@3mail.com](mailto:preferences@3mail.com) or by updating your marketing preferences directly from your Device 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**

13.13 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 Device.

(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).

### **Automated decision making**

13.14 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 into 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**

13.15 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.

(b) Technical security standards commensurate with the nature of the data being processed.

13.16 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 13.9.

### **Retention of data**

13.17 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

**13.18** 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 13.9.

	Summary of your rights
Right of access to your personal information	You have the right to receive a copy of your personal information that we hold about you, subject to certain exemptions.
Right to rectify your personal information	You have the right to ask us to correct your personal information that we hold where it is incorrect or incomplete.
Right to erasure of your personal information	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.
Right to restrict the use of your personal information	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.
Right to data portability	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.
Right to object to the use of your personal information	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).
Right to object to decision which is based solely on automated processing	You have the right in certain circumstances not to be subject to a decision which is based solely on automated processing without human intervention.
Right to withdraw consent	You have the right to withdraw your consent at any time where we rely on consent to use your personal information.
Right to complain to the relevant data protection authority	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

13.19 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.

## 14. Notices

14.1 Our website, Three.co.uk is a great source of information that you may find useful when using our Services - it is the most up to date source of information about Three and its Services. You may find it useful to refer to when using our Services.

- 14.2 If we need to send any notices under this agreement to you, we will 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).
15. **Other terms**
- 15.1 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.
- 15.2 If you, or we, delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us, from taking action later.
- 15.3 If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.
- 15.4 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 (so far as such obligations are relevant to the assigned or transferred rights), 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.
- 15.5 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 for Three Services.
- 15.6 You confirm that you have full contractual capacity to agree to the agreement and are able to pay the Charges.
- 15.7 Our registered company number is 03885486 (England and Wales) and our registered office is at Great Brighams Mead, 1 Vastern Road, Reading, Berkshire RG1 8DJ.

# Model cancellation form

- If, during the 14 day returns and exchange period, you want to return a Device, Accessory or cancel a contract without a Device bought through our online or telesales channels, you can
  - Phone customer - 333 (free) from your Phone or 0333 300 333 (standard call charges apply) for Phone customers; or
  - Mobile Broadband (Dongle, Mobile Wi-Fi, Laptop or Tablet) customers - call 500 (free from a Three phone) or 0333 338 1003 from any other line (standard call charges apply);
  - Our Customer Contact Centre advisors will be able to help you immediately.
- Fill in the form below and post it to us. Please put in as much information as possible including your Three phone number. Once we've received the form we'll process your request and contact you about next steps, but it may take a few working days before you hear back from us. Don't forget you may be charged for any Services you use before we process your cancellation.

If you bought your Device or Accessory in a Three Store you may do a like for like exchange within 7 days of purchase.

Please see our Returns Policy for more details - [Three.co.uk/returns](https://www.three.co.uk/returns)

## Model cancellation form for distance customers

Only fill out this form if you want to withdraw from your contract with Three during the 14 day returns period. Otherwise see [Three.co.uk/contactus](https://www.three.co.uk/contactus) for how to get in touch.

**To: Three Customer Services Hutchison 3G UK Ltd PO Box 333 Glasgow G2 9AG**

I/We\* hereby give notice that I / We\* cancel my / our\* contract of sale of the following goods\* / for the supply of the following service\*

Ordered on

received on\*

Name of consumer(s),

Address of consumer(s)

Three Phone Number:

Signature of consumer(s) (only if this form is notified on paper),

Date