



Three.co.uk

## **Pay As You Go Terms and Conditions for using the Three network.**

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

**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](https://www.three.co.uk/accessibility)**

### **Quick Summary**

We've summarised the key points that we'd like you to be aware of when using Three Services on Pay As You Go.

The full terms of your agreement with us for use of Three Services are set out below these - it's important that you read and understand them before you 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 Quick Summary section, and the full terms set out below, the full terms will govern.

#### **A. What these terms cover**

They only cover the terms on which you may use our Services. They don't cover your purchase of your Device.

Additional terms can also be found in the Pay As You Go Price Guide, as well as within our Services on the Device and in other documents about our Services.

#### **B. Using Three Services**

By inserting your SIM you are expressly requesting that Three provide you with our Services on these terms.

If you wish to use Three Services, you need to top-up your account by purchasing and activating Pay As You Go Vouchers. All Pay As You Go Vouchers and Add-ons must be activated within 90 days of purchase. Additionally, some Pay As You Go Vouchers and Add-ons expire within a certain period after activation, for example, 30 days. Validity and expiry periods (if applicable) for each type of Pay As You Go Voucher and Add-on can be found in our Pay As You Go Price Guide and other customer documentation.

#### **C. 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.

If within a 6 month period you have not (i) activated a Pay As You Go Voucher on your account or (ii) made any chargeable events or activities (for example, made telephone calls, sent text or photo messages, accessed content or the internet or any other Three Services for which a charge is made), we may also suspend our Services or disconnect you.

You can end this agreement at any time by stopping your use of Three Services. See Sections 4, 9 and 10

## **D. Your Information**

We will use your information which we collect 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 fraud prevention, and for product analysis and direct marketing (subject to your preferences). See Section 13.

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 03333 300 3333 from a non-Three phone. For more information on Three's accessibility services please see: [Three.co.uk/accessibility](https://www.three.co.uk/accessibility).

## **Pay As You Go Terms for using the Three network**

### **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 selected 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. By inserting your SIM you are expressly requesting that Three provide you with our Services.

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

4.1 We may vary any of the terms of your agreement, including our Packages, Add-ons 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.

4.2 You are free to stop using Three Services if we make such variations, but if you carry on using Three Services after any variation or change commences, 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, if you are a phone customer, 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 If you are a phone customer, 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 you to request them and 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), however your location data may not be transmitted. Emergency service calls cannot be made using Skype (or certain other voice over IP services) on your phone - if you do wish to call the emergency services, you will need to make a normal voice call from your phone.
    - (iii) 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.emeraencvsms.ora.uk](http://www.emeraencvsms.ora.uk).
  - (c) If you have a Device, other than a phone, such as a Tablet, which is capable of making telephone calls, you may be able to use this to make free calls to Emergency Services in the

UK by calling 999 or 112, however your Location Data may not be transmitted to the emergency services in these circumstances.

5.7 You may also 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 the Three Services.

5.8 We:

- (a) may 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 and 10;
- (b) may 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) may deploy traffic management measures, known collectively as TrafficSense™ across the Three 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](https://www.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 is otherwise limited or unavailable. For more information about coverage, go to [Three.co.uk/coverage](https://www.three.co.uk/coverage)

### **Disruption to Three Services**

5.10.1 There may be situations when Three Services are not continuously available or the quality is 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 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.

5.10.2 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) you may, depending upon the period of disruption, be entitled to: i) a partial or full credit of the allowances contained in any Pay As You Go Voucher or Add-On (as applicable) or; ii) a refund of any top-up credit (including credit which has been converted into an Add-on). To receive a credit or refund you'll need to report to us a disruption on the Three Network 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. An alternative means of accessing the disrupted Three Service (for example, using Three InTouch Wi-Fi Calling) must also be unavailable to you. This is without prejudice to any remedies which may be available to you under consumer law (as explained more fully at Section 12.3) 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 will 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 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. 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.
- 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 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.
- 6.5 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; or
  - (f) to use or provide to others any directory or details about Three Customers.
- 6.6 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 Device.
- 6.7 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.
- 6.8 We may publish an acceptable use policy which provides more details about the rules for use of certain Three Services:
  - (a) to ensure that the use of Three Services is not excessive;
  - (b) to combat fraud; and
  - (c) where Three Services we offer, or may introduce, require certain rules to ensure they can be enjoyed by our customers
- 6.8.1 Any such policy will be available on our website and may be changed from time to time.

#### **Responsible use - How you use the Messaging and Storage Services**

- 6.9 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.
- 6.10 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.
- 6.11 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 ) 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 - How you use Age Restricted Services**

- 6.12 If you are under 18, you are not permitted to access our Age Restricted Services. 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.
- 6.13 You accept that we cannot control access to age restricted services obtained over WiFi.

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

- 6.14 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're not liable for your failure to comply with those laws or regulations.
  - (b) you will be roaming on another operator's network so:
    - (i) you may not receive the same level of coverage and speed as you're used to on the Three network. We have no liability we accept no responsibility for information processing when if you are not able to access services abroad, or if the quality of any other operator's network services differ from those provided on the Three network and;
    - (ii) it leaves our control.
- 6.15 If you use Three Services from a Go Roam in Europe destination:
- (a) You must activate your SIM in the UK to ensure it is correctly provisioned on the Three network.
  - (b) Your data use may be subject to a Fair Use Policy, as published in our Pay As You Go 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);
  - (c) To ensure all customers can benefit from Go Roam in Europe with roaming at no extra cost, 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.
- 6.16 If you use Three Services in a Go Roam Around the World destination:
- (a) You must first Activate Your SIM in the UK;
  - (b) If you are using an allowance of data Units, voice Units and/or text Units, some limits apply - these are set out in your Pay As You Go Price Guide (see [www.Three.co.uk/Priceguide](http://www.Three.co.uk/Priceguide) for



details). If you exceed the monthly data allowance set out in your Price Guide, your data usage may be blocked in our Go Roam Around the World destinations until your next billing period. If you exceed any of these allowances for any 2 months within a rolling 12 month period we have the right to suspend international roaming on your account, meaning you will no longer be able to use your device or allowance abroad.

- (c) If you use your plan exclusively in a Go Roam destination for any 2 complete months in a rolling 12 month period, we may suspend international roaming on your account, meaning you will no longer be able to use your phone or device abroad. Of course, we will let you know in advance if this is likely to happen. If you spend a full month abroad but some of that time is spent in a destination that isn't included in Go Roam, the restriction won't apply.

6.17 You may accidentally roam if you're in an area close to national borders because your Device 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.

### **Paying your Charges**

6.18 Your credit or allowances contained in any Pay As You Go voucher or Add-on (as applicable) will be reduced each time you use or incur Charges for Three Services. If for any reason your account balance drops below zero, you may not be able to access Three Services and you will need to purchase and activate a Pay As You Go voucher or Add-on or otherwise make a payment to us to clear the negative balance on your account. You may only use Pay As You Go vouchers and Add-ons to obtain credit or allowances for access to Three Services. Pay As You Go vouchers, Add-ons and any credit or allowance on your account are not redeemable for cash under any circumstances.

6.19 Pay As You Go vouchers and Add-ons must be activated on your account during the validity period specified on the Pay As You Go voucher or with the Add-on or in the Price Guide or other relevant customer documentation.

6.20 Some top-ups to your account using a Pay As You Go voucher or Addon (including any complimentary credit or allowances provided on Connection to the Three Services) will expire within a specified period from the date of activation. Any unused credit or allowances remaining at the end of the expiry period will be forfeited. If an expiry period applies it will be specified with the Pay As You Go Voucher, Add-on or in the Price Guide or other relevant customer documentation.

6.21 If you use your Device to buy goods and Services from third parties, you are responsible for paying any bills they may send to you.

6.22 We will place a charge on your account if a bank fails to honour a debit or credit card payment for your purchase of a Pay As You Go Voucher or Add-on or other payment to your account. Your account balance may drop below zero if we apply this charge and you will need to purchase and activate a Pay As You Go Voucher to clear the negative balance on your account.

6.23 To protect you against fraud, we may place limits on the amount of credit that can be activated on your account using Pay As You Go Vouchers or when using a credit or debit card. We may vary these limits from time to time.

## **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. 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: <http://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 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 6.8 or 6.16(b) above) is causing problems for other users, and/or 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, 6.9 and 6.12). 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.
  - (g) we reasonably believe you have permitted your Device to be unlocked via any unauthorised manner and/or have not paid any relevant Charges due in contravention of Section 5.4;
  - (h) you have not activated a Pay As You Go Voucher on your account or undertaken any chargeable events or activities (for example, made telephone calls, sent text or photo messages, accessed content or the internet or any other Three Services for which a charge is made) using any credit or allowance on your account within the preceding 6 month period. If you do not have an Active Pay As You Go Voucher on your account, your phone will continue to be capable of receiving incoming calls for the periods set out in the Price Guide and other customer documentation; and/or
  - (i) if your account balance drops below zero and you have failed to purchase and activate a Pay As You Go Voucher or Add-on or otherwise make a payment to us to clear such negative balance.
- 9.2 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
- 9.3 forward any unopened or unsent messages to you, or anyone else. 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).
- 9.4 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) By stopping your use of Three Services at any time.



- (c) 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 by stopping your use of Three Services.

10.2 We may end this agreement in the following ways:

- (a) **On 30 days' notice.** We can end this agreement by giving at least 30 days' notice. Your agreement will finish at the expiry of the 30 day notice period or a later date which we specify.
- (b) **For non-use or non-payment of Three Services.** We may Disconnect you if you have not topped up your account with a Pay As You Go Voucher or undertaken any chargeable events or activities (for example, made telephone calls, sent text or photo messages, accessed content or the internet or any other Three Services for which a charge is made) using any credit or allowance on your account within the preceding 6 month period or if your account balance drops below zero and you have failed to purchase and activate a Pay As You Go Voucher or otherwise make payment to us to clear the negative balance as detailed in Section 9.1(i). If we Disconnect you for non-use of Three Services as set out in this section any unused credits or allowances on Pay As You Go Vouchers or Add-ons remaining on your account on Disconnection will be forfeited.
- (c) **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; or
  - (iii) in the event of your death.

10.3 **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. If reasonably possible under these circumstances, we will endeavor to provide you with such notice as is practical.

## 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. In addition, you will lose your phone number unless you have made a request for your number to be ported prior to Disconnection.

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, then any unused credits or allowances on Pay As You Go Vouchers or Addons remaining on your account on Disconnection will be forfeited.

## 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, you also have other legal rights and remedies that apply in addition to any provided to you under Section 5.10.2 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 - Areas 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

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 will only use Your Information in accordance with this notice and applicable UK data protection and privacy legislation. Please read all of this notice and feel free to contact us at the address in Section 13.9 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, telephone 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 telephone 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 will 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 fraud prevention agencies, marketing partners 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) Fraud Prevention**

- (i) We may 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 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 for performance of contract between you and us or in order to take steps prior to entering into a contract with you or our legitimate business interests.

- (iii) 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 our legitimate interests in order for us to manage our relationship with you.

You can ask us at any time for details of the fraud prevention agencies to whom we disclose and obtain information about you. Please write to: Three Customer Services, 123 St Vincent Street, Glasgow G2 5EA.

**(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 customer services including the management of any complaints or queries.

The legal basis that we rely on to process Your Information for the above purpose is our legitimate interests in order for us to manage our relationship 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 our legitimate interests in order for us to manage our relationship 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 for performance of contractual obligations between you and us or in order for us to manage our relationship with you.

- (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 our 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. Your location data will be transmitted when calling the emergency services from your phone within Three’s coverage area in the UK. However, if you call emergency services when you are outside Three’s coverage area in the UK, your telephone number and your location data will not be transmitted. If you call emergency services in the UK but using Device other than a phone, such as a Tablet, with calling capability, your location data will not be transmitted. If you are roaming abroad and need to make to call emergency services, you will need to dial **112** which is recognised by most mobile operators worldwide - this will connect you to the local emergency services, however, your location data may not be transmitted when you call emergency services whilst you are roaming abroad.

The legal basis that we rely on to process Your Information for the above purpose is for performance of contractual obligations between you and us.

- (vii) We may monitor and record calls and messages from 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 our 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 are 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 our 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 to enable us to improve and develop our business operations and services.

- (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, telephone 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 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 contractual obligations between you and us; or in connection with legal proceedings (i.e. the establishment, exercise or defence of any 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 for the above purpose is that it is necessary for compliance with a legal obligation.

- (vii) We may enter your name, address and telephone 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, 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).

### **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. 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, however, please note this can vary for Pay As You Go 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.

<b>Summary of your rights</b>	
<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.
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### **Notification of changes**

13.19 If we change this notice we will post the amended version on our website so you always know how we will collect, use and disclose your information. See [Three.co.uk](http://Three.co.uk)

### **14 Notices**

14.1 Our website, [Three.co.uk](http://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.

# 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.

**Activate Your SIM:** means inserting your SIM into a Device while in the UK, and topping up with Pay As You Go Credit.

**Active Pay As You Go Credit:** means a Pay As You Go Credit for which the specified validity period or credit/allowance has not expired.

**Additional Services:** additional, optional or extra services which you choose to use which are not Services that are part of your Package or Out of Bundle 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 non-geographic numbers (such as calls to 084, 087), content or applications you may buy and/or any third party services).

**Add-on means:** a voucher or any other payment mechanism or receipt used to buy specific Three Services and which requires an Active Pay As You Go Credit on your account for use (as detailed in the Price Guide). This definition is for Pay As You Customers only.

**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.

**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 (if any), usage charges (for example, charges for Out of Bundle 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, calls and messages you make and receive, the date, time, duration and cost of these, and information about the identity of your Device and SIM.

**Connection:** the procedure by which we give you access to Three Services. 'Connect', 'Connecting', and 're-Connection' 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 Device or phone that is authorised by us for Connection to the Three network which is used to access Three Services, excluding all Accessories.

**Disconnection:** the procedure by which we stop your access to Three Services. '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.

**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.

**Out of Bundle 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 exceed any inclusive allowances 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.

**Package:** 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. 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) which entitles you to a specified number of voice minutes, text messages and/or internet 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](http://Three.co.uk) or requested from Three Customer Services.

**Pay As You Go Customer:** a customer who pays for their access to and use of Three Services in advance via a Pay As You Go Credit.

**Pay As You Go Credit:** a payment mechanism or receipt used to top-up your account to gain access to Three Services.

**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. This document is divided into sections, each section aimed at 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 300 3333** from any other line (standard call charges apply). Mobile Broadband customers can call **500** (free) on a Three phone or **0333 300 0500** from a landline (standard call charges apply). Alternatively you can email [customer.services@3mail.com](mailto:customer.services@3mail.com)

**Three Services (or Services):** the services offered by Three, including 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.

**UK Resident:** an individual who lives lawfully within the UK, Channel Islands and Isle of Man for at least 40 weeks in any 52 week period.