



# Terms and Conditions for using the Three Network for Business customers who joined, upgraded or added new Three Services including additional SIMs on or after 1 October 2021.

## Quick Summary

Here's a quick summary of some of the key points that Customer should be aware of. The full Terms and Conditions are below. Please read these Terms and Conditions before using the Three Services. If there is any inconsistency between this summary, and the full Terms and Conditions, the full Terms and Conditions will apply.

- A. **Minimum Commitment:** Customer agrees to receive the Three Services for the Minimum Term. The minimum price for Three Services provided under this Agreement is the Monthly Charge for the Minimum Term. Each April, Customer's Monthly Charge will increase by 4.5%. An example of how this increase will work is set out in Table 2 below. For more information, see Section 3.
- B. **Changes to Prices:** Three may increase Charges for Outside of Allowance Services on at least one month's notice if Three believes the changes are likely to be of material detriment to Customer and Customer regularly uses the Outside of Allowance Services affected. Customer may be able to end this Agreement in these circumstances. Three may also change or introduce new Charges for Additional Services or Add-Ons which will be published on the Three website. Customer will not be able to end this Agreement in these circumstances. See Sections 3.2 to 3.4 below.
- C. **Three Network:** Three will try to provide Customer with a great quality Three Network at all times within Three's coverage area. However, due to the nature of mobile technology, there may be times when Three Services aren't continuously available, or the quality is affected. Problems can happen if Three is carrying out maintenance work, if a User is outside Three's coverage area, in a tunnel for example. See Sections 4.15 to 4.18 below.
- D. **Breaking this Agreement:** If Customer does not pay its account on time or Three reasonably believes that Customer has not complied with certain terms of its Agreement, Three may suspend or disconnect Three Services, but Customer must still pay all outstanding Charges (including a Cancellation Fee for disconnection). See Sections 9.1, 9.2 and 10.4 below.
- E. **Ending this Agreement:** How Customer can end this Agreement depends on whether Customer is in its Minimum Term or not, and whether Three has made any changes to the Agreement that are likely to affect Customer. Please see Table 1 below for a summary of how and when Customer can end this Agreement. The Cancellation Fee will be the total of the Monthly Charges remaining during the Minimum Term less a variable discount, currently 3%. Three reserves the right to vary the amount of the percentage discount from time to time.
- F. **Personal Data:** Customer agrees to comply with its obligation to inform Users of the transfer of their Personal Data to Three so that Three can process Personal Data in accordance with the terms of this Agreement.

<b>Table 1</b>			
	<b>Notice Period</b>	<b>What to Do?</b>	<b>Charges Payable</b>
<b>During the Returns Period (purchases from a Three Retail store, other than Home Broadband cannot be returned for change of mind)</b>	This Agreement will end when Customer notifies Three, or when Three receives that Device in accordance with the Returns Policy (whichever is later)	Contact Business Care Team	Charges for Three Services used. Charges for damage or for any loss of value to the goods, as a result of non essential use, in accordance with the Returns Policy.
<b>During the Minimum Term (but outside of any Returns Period)</b>	Customer can end the Agreement at any time on 30 days' notice	Contact Business Care Team	All outstanding Charges payable plus the Cancellation Fee.
<b>Outside the Minimum Term/if there is no Minimum Term</b>	Customer can end the Agreement at any time on 30 days' notice	Contact Business Care Team	All outstanding Charges payable
<b>Three makes a change that, in Three's reasonable opinion, is likely to be of material detriment to Customer</b>	This Agreement will end, on Customer' request, before the notified change comes into effect.	Contact Business Care Team	All outstanding Charges payable

<b>Table 2</b>		
<b>Monthly Price until March 2022</b>	<b>Monthly Price from April 2022 to March 2023</b>	<b>Monthly Price from April 2023 to March 2024</b>
Price A	Price A plus 4.5% (= Price B)	Price B plus 4.5% (= Price C)
We've set out an example below, showing how this would work, if Customer's Monthly Charge is £30.		
£30.00	£30 + £1.35 (4.5% of £30.00) = £31.35	£31.35 + £1.41 (4.5% of £31.35) = £32.76

# Terms and Conditions

## 1. Agreement

- 1.1 Three agrees to provide Customer with the Three Services set out in the Business Proposal subject to the terms of this Agreement. Customer confirms that it is entering into this Agreement as a business and not as a consumer.
- 1.2 This Agreement is made up of:
  - (a) the Business Proposal;
  - (b) Customer's Package (including the Price Guide);
  - (c) these Terms and Conditions; and
  - (d) any other terms provided in respect of additional Three Services, promotions or special offers.
- 1.3 This Agreement does not cover:
  - (a) any products or services Users buy while using Three Services; or
  - (b) the supply of a Device.

## 2. Term of this Agreement

- 2.1 This Agreement starts on the Commencement Date. Where there is a Minimum Term, the Minimum Term shall commence on the Commencement Date. Where Customer has upgraded with Three by signing up to a new agreement for a new Minimum Term, the new Minimum Term will start on the day Three accepts Customer's new request for Three Services, unless Three agrees an alternative date with Customer.
- 2.2 If Customer signed up to a new agreement through Three Telesales or Three Customer Services or if Customer has purchased Three Home Broadband through a Three retail store Customer may cancel this Agreement within the Returns Period. If Customer uses Three Services before cancellation, Customer will be charged for them. Please remember that it can take up to 3 months for some international and Premium Services to be applied to Customer's bill. Please see Three's Returns Policy at [Three.co.uk>Returns](http://Three.co.uk>Returns) for more information.
- 2.3 Subject to Section 10, if Customer's Package has a Minimum Term, Customer agrees to remain Connected to Three for that Minimum Term. If Customer's Package doesn't have a Minimum Term, or the Minimum Term

has ended, Three will continue to supply Customer with Three Services until either Customer or Three chooses to end the Agreement in any of the ways set out in Section 10.

## 3. Changes to the Agreement or prices

- 3.1 Customer's Monthly Charge will be subject to an annual increase of 4.5%. The annual increase will first appear on Customer's April bill.
- 3.2 Three may change any of the terms of this Agreement, including its Packages or prices, on the following basis:
  - (a) Three will notify Customer at least one month in advance if Three decides to:
    - (i) discontinue Customer's Package; or
    - (ii) make any changes to the Agreement which are (in Three's reasonable opinion) likely to be of material detriment to Customer. Customer can end the Agreement for such changes as explained in Section 10;
  - (b) Three may need to change or introduce new Charges in respect of Outside of Allowance Services. Three will notify Customer at least one month in advance of such changes unless Three believes such changes are not (in Three's reasonable opinion) likely to be of material detriment to Customer and Customer does not (in Three's reasonable opinion) regularly use the Outside of Allowance Services affected;
  - (c) Three may change or introduce new Charges in respect of Additional Services or Add-Ons and will publish any changes on the Three website. If any Add-ons affected have a recurring Charge, Three will notify Customer at least fourteen (14) days before the Charge changes.
- 3.3 Customer will not be able to end this Agreement if any change or increase:
  - (a) is due to changes to the law, regulation or licence which affects Three - 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 Customer).In these circumstances Customer will not be able to end this Agreement but Users will be able to cancel the Add-on(s) or stop using the Additional Services;
  - (c) is an Annual Price Change.

3.4 If Customer carries on using Three Services after any change takes effect, Customer will be considered to have accepted the change, and will not be able to then end the Agreement.

#### 4. **What Three will provide to Customer**

##### **A Three Phone number and SIM or eSIM Profile**

4.1 Three will open an account for Customer and provide Customer with a SIM or eSIM Profile and a Three Phone number for each User.

4.2 Three owns each SIM and eSIM Profile, which remain Three's property at all times. Three permits Customer and Users to use the SIM or eSIM Profile on a limited licence to enable Customer and Users to access Three Services.

4.3 Each SIM or eSIM Profile can only be used in Devices. If Customer tries to use the SIM in another device, it may damage the device and affect usage (including making emergency calls). In these instances, Three is not responsible for any such damage or usage problems.

4.4 The software in the Device and all intellectual property rights in that software are owned by the Device manufacturer. Three permits Customer to use the software on a limited licence from the manufacturer.

4.5 A Customer can move existing phone number(s) to Three. Customer will need to ask its previous mobile network operator for its existing PAC(s) and provide such PAC(s) to Three. Once Three has checked the details of the request, it will provide Customer with the date of the transfer to Three. If the move is delayed and the delay is the fault of Three, Customer may be entitled to compensation in the form of a one-off reimbursement of a portion of Customer's Charges.

4.6 If Customer decides to transfer a phone number that is connected to the Three Network to a different network provided by another supplier, Customer must ask Three for its PAC(s). Once Three has checked the details of the request, Three will provide Customer with the PAC(s) which must be used within the time specified. The Three Services will be discontinued once Customer's number(s) have been successfully transferred. If Customer moves its Three phone numbers to another mobile network within the Minimum Term, Customer must pay all Charges owed to Three plus any Cancellation Fee owed.

#### **Three Services**

4.7 Following the Commencement Date, Three will provide Customer with access to Three Services.

4.8 Users may also be able to upload and send their own content using Three Services.

4.9 Customer grants Three an irrevocable, royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content Users upload on Three Services.

4.10 Three:

(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 change content. Depending on the changes that Three makes, Customer may have a right to end this Agreement, as explained in Sections 3.2;

(b) may determine how Three Services are presented and delivered to the Device or are otherwise made available to Users. Three can change the way Three Services are presented, delivered or otherwise made available to Users 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 Three's customers. For details see [Three.co.uk/trafficsense](https://www.three.co.uk/trafficsense). Three reserves the right to review and amend any such measures from time to time.

#### **Access to the Emergency Services**

4.11 Users can make free calls to emergency services from their Phone in the UK by calling 999 or 112. When Users are outside of Three's coverage area in the UK, the Phone will try to locate another mobile network so that they can try to contact the emergency services (however, neither the User's mobile phone number nor the User's Location Data will be transmitted to the emergency services in these circumstances). If Users need to contact the emergency services while roaming abroad, they will need to call 112 (this number is recognised by most mobile operators worldwide) or the local emergency services number if different (however, neither the User's phone number nor Location Data will be transmitted to the emergency services in these circumstances). Emergency service calls can't be made using Skype

(or certain other voice over IP services).

- 4.12 Any User having difficulties hearing or are speech impaired and need emergency assistance, can send a text message with details of their location to 999 or 112. The text will be converted and passed to the appropriate emergency service but the User will need to register before being able to use this service. Details on how to do this are available at <http://www.emergencysms.net/>.
- 4.13 If a User has a Device, other than a Phone, such as a Tablet, which is capable of making telephone calls, the User may be able to use this to make free calls to emergency services in the UK by calling 999 or 112, however the User's Location Data may not be transmitted to the emergency services in these circumstances.
- 4.14 If a User has 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, the User's Location Data may be automatically transmitted to the emergency services to help them locate the User in an emergency.

#### **Coverage and network speeds**

- 4.15 Three will always try to make Three Services available to Customer. However, there may be areas where Users don't have access to all Three Services or where coverage is otherwise limited or unavailable or network speeds are slower than expected. For more information about coverage see [Three.co.uk/coverage](http://Three.co.uk/coverage).
- 4.16 The data speeds that Users will experience on the Three Network will vary due to a number of factors including the User's distance from the nearest mast, the User's location in a building, local geography, congestion and the type of equipment that the User is using - for example, Users will only be able to enjoy 4G speeds if they are in a 4G coverage area and using a 4G device.

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

- 4.17 Due to the nature of mobile technology, there may be situations when Three Services aren't always available, or the quality or network speeds are affected and so Three cannot guarantee continuous fault-free service. For example:
- (a) when Three needs to perform upgrading, maintenance or other work on the Three Network or Three Services;

- (b) when a User moves outside Three's 3G or 4G service area while on a call (in this case calls may end) or using data (in this case, User's connection may be lost);
- (c) when a User is in areas not covered by the Three Network. In this case, Three Services rely on other operators' networks, over which Three has no control; and
- (d) because of factors outside Three's control, such as the features or functionality of the User's Device, legal or regulatory requirements, lack of capacity, interruptions to the Three Services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

- 4.18 If a User experiences continuous or regularly recurring disruption to Three Services (such as where Customer's access to Three Services is limited or unavailable) Customer may be entitled to a price reduction based upon the period of the disruption. This may take the form of a partial or full credit or a refund of Customer's Monthly Charge. To receive a credit or refund Customer will need to report to Three a disruption on the Three Network in order that Three may investigate Customer's concerns, consider the extent to which the User uses the Three Services in question and measure the disruption against Customer's typical usage history. An alternative means of accessing the disrupted Three Service (for example, using Three InTouch Wi-Fi Calling or Home Signal) must also be unavailable to User.

#### **4.19 Goodwill gesture or credit**

- 4.19.1 Unless otherwise stated to Customer in writing, if Three apply a monetary goodwill gesture or credit to Customer's account during the course of the Agreement, such monetary goodwill gesture or credit may not be redeemed for cash and may solely be redeemed against Customer's use of Three Services.

#### **5. Personal Security**

- 5.1 As Three own the SIM and it remains Three's property at all times, Customer shall ensure that Users keep it safe and secure whilst it's in their possession and Customer must ensure that Customer is able to return it to Three, if required. Three may charge Customer for any replacement SIM (as set out in the Price Guide).
- 5.2 Customer shall ensure that Users keep all PINs and passwords secure and confidential.

5.3 Customer shall ensure that Users immediately change their PIN or password if Users become aware that someone is accessing Three Services on Customer's account without Customer's permission.

## 6. Use of Three Services by Customer

6.1 Customer shall procure that Users will only use Three Services:

- (a) as set out in this Agreement (and in particular this Section 6); and
- (b) for Users' own personal use. This means Users must not resell or commercially exploit any of Three Services or Three's content.

6.2 Users must not use Three Services, the SIM, the eSIM Profile or Three phone number or allow anyone else to use Three Services, the SIM, the eSIM Profile 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;
- (c) including copyright or other intellectual property rights;
- (d) to copy, store, modify, publish or distribute Three Services or their content, except where Three gives Customer permission;
- (e) to download, send or upload content of an excessive size, quantity or frequency. Three will contact Customer if Customer's or a User's use is excessive;
- (f) 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
- (g) to use or provide to others any directory or details about Three customers.

6.3 Customer and Users shall always co-operate with Three and follow Three's reasonable instructions to ensure the proper use and security of Customer's account. This includes (but is not limited to) any instructions from us to update the settings on a Device and any instructions regarding the use of Customer's Package.

6.4 If anyone makes, or threatens to make, any claim or issue legal proceedings against Users relating to use of Three Services, Customer will, notify Three of this immediately and, at Three's request, immediately stop the act or acts complained of.

6.5 If Three asks Customer to, Customer must confirm the details of the claim(s) in writing.

6.6 Three may publish an acceptable use policy which provides more details

about the rules for use of certain Three Services:

- (a) to ensure that use of Three Services either in the UK or in Three's Go Roam destinations is not excessive;
- (b) to combat fraud; and
- (c) where Three Services Three offers or may introduce require certain rules to ensure they can be enjoyed by all Three customers.

6.7 Any such policy will be available on the Three website and may be changed from time to time.

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

6.8 While using the Messaging Services, Users must not:

- (a) send or upload anything that is copyright protected, unless the User has permission;
- (b) generate artificially inflated traffic or send unsolicited, bulk or automated messages or other unauthorised communications, or knowingly send any viruses; or
- (c) send or upload anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

6.9 Three may put limits on the use of certain Three Services, such as Messaging Services or Storage Services. For example, Three may limit the size of messages or storage space.

6.10 While Three has no obligation to monitor the Messaging Services or Storage Services, if Users exceed Three's published use limits, or Three is made aware of any issues with Customer's use of the Three Services (for example, if Customer is made aware that Customer or a User is using Three Services in any of the ways prohibited in Section 6.8 above) Three reserve the right to remove or refuse to send or store content on User's behalf. Customer may still be charged for any content which is blocked or removed.

### Responsible use - use of Age Restricted Services

6.11 Users under 18 are not allowed to access Age Restricted Services. Users who are 18 or over who access the Age Restricted Services, must not show or send content from the Age Restricted Services to anyone under 18. Users must also ensure that they have deactivated any access to Age Restricted Services if they let anyone under 18 use its Device.

6.12 Customer accepts that Three cannot control access to age restricted

services obtained over WiFi.

Responsible use - use of Three Services outside the UK

- 6.13 If Users use Three Services from a country outside the UK:
- (a) use of Three Services may be subject to laws and regulations that apply in that other country, and Three is not responsible for a User's failure to comply with those laws or regulations;
  - (b) Users will be roaming on another operator's network so:
    - (i) Users may not receive the same level of coverage and speed as they are used to on the Three network. Three has no liability if Users are unable to access services abroad, or if the quality of any other operator's network services differs from those provided on the Three network and;
    - (ii) Three accepts no responsibility for information processing when it leaves Three's control.
- 6.14 Use of Three Services in Three's Go Roam destinations is subject to Three's fair use policies as published in the Price Guide, which may be updated from time to time see [www.Three.co.uk/priceguide](http://www.Three.co.uk/priceguide) for full details:
- (a) If Users use Three Services in Three's Go Roam in Europe destinations, Users can use a portion of their allowance of voice minutes, texts and data each month subject to paying a daily charge of £2 per day per SIM to unlock their monthly allowance for use in Three's Go Roam in Europe destinations, as set out in the Price Guide. Any use in excess of the monthly fair use limit, but within any available data allowance, will be subject to a surcharge, as set out in the Price Guide. Fair use policies are set out in more detail in the Price Guide.
  - (b) If Users use Three Services in Three's Go Roam Around the World destinations, Users can use a portion of their allowance of voice minutes, texts and data each month subject to paying a daily charge of £5 per day per SIM to unlock their monthly allowance for use in Three's Go Roam Around the World destinations, as set out in the Price Guide. If Users exceed the monthly fair use limit for data, Users' data usage may be blocked in Three's Go Roam Around the World destinations until Customer's next billing period. Fair use policies are set out in more detail in the Price Guide. If Users exceed any of these fair use limits for any two months within a rolling 12-month period, Three has the right to suspend international roaming for a specific User(s) or on Customer's account, meaning that /those Users/Customer (as applicable) will no

longer be able to use their Device or allowances abroad. Three will let Customer know in advance if this is likely to happen.

- (c) If a User roams exclusively in one or more of Three's Go Roam destinations (including both Go Roam in Europe and Go Roam Around the World) for any two complete months in a rolling 12-month period, Three may suspend international roaming for that User(s) or Customer, meaning that User(s) or Customer will no longer be able to use their Device or allowances abroad. Three will let Customer know in advance if this is likely to happen. If a User(s) or Customer spends a full month abroad but some of that time is spent in a destination that isn't included in Go Roam, this fair use policy won't apply.
- 6.15 Users may accidentally roam if they are in an area close to national borders because User's Device picks up a network signal across the border. If this is the case then Customer may be charged as if Users are roaming on an international network.

Payment

- 6.16 Customer must pay Three all Charges in connection with all Three Services which are accessed using the SIMs or eSIM Profiles Three supplies to Customer under this Agreement. Customer must pay the Monthly Charge which is calculated from the earlier of: (i) the date the Equipment and/or SIM is shipped by Three; and (ii) the date the Equipment and/or SIM is received by Customer, whether or not Users' allowance of voice minutes, text messages and/or data are consumed by Users or by another person, with or without Customer's permission. Customer must also pay for all Three Services which are not included in their allowance and which are accessed using the SIM or eSIM Profile Three supplied to Customer or which are accessed using a Device, whether the Three Services are accessed by Users or by another person, with or without Customer's permission. If Customer's SIM and/or Device are lost or stolen Customer remains responsible for all the Charges to Customer's account until Customer notifies Three and arranges for the SIM, eSIM Profile and/or Device to be deactivated.
- 6.17 Three will send Customer a bill on a periodic basis and this will usually be done monthly. However, Three may change this period, on no less than 14 days' notice.
- 6.18 Customer's bill will normally include the Monthly Charge for the Package for the next billing period and any administration fees along with Charges for

use of the Three Services in the UK in the last period and outside the UK in prior periods (if not within an allowance). If Customer's Package includes an allowance, this will be made up of a certain number of voice minutes or text messages, and/or a certain amount of data each month. If Customer has used all of that monthly allowance by the time Three bills Customer, it will expire and the monthly allowance will then start again on each monthly bill date.

- 6.19 Charges on Customer's bill are shown inclusive of VAT where appropriate.
- 6.20 Customer must make payment by the due date and by one of the payment methods stated on Customer's bill. If Customer chooses to pay by a Recurring Payment Method, Customer will benefit from a monthly discount (as set out in the Price Guide. See also Section 6.23). However, Three may also submit an interim bill or require an immediate payment if Three thinks Customer has exceeded a reasonable limit on Customer's account. Customer's bill will state the amount of the Charges due from Customer and the due date by which Customer must make payment. If Customer fails to pay its account on time, Customer will be breaking this Agreement and Three may Suspend or Disconnect Customer. In this case, Customer will have to pay any outstanding Charges. Three may set a credit limit on Customer's account. If Customer exceeds the credit limit Three sets, Three may Suspend any or all of the Three Services Customer uses until Customer has made a payment to the account. Customer should not use the credit limit for budgeting as the amount Customer owes isn't capped or limited by any credit limit Three sets.
- 6.21 Three may need to take legal or other collection action against Customer for non- payment of Charges. This could mean Customer has to pay Three's reasonable costs and expenses, or the reasonable costs and expenses of Three's assignees, including legal and administration costs. Interest will accrue on any sum due under this Agreement each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.22 Three's plans' pricing include a discount for paying by direct debit. Three cannot prevent Customer from cancelling a direct debit, and if a direct debit is cancelled, Customer is still required to pay bills by the due date. In order to maintain this discount, Customer must continue to have a valid direct debit or other Recurring Payment Method in place. If Customer does not have a Recurring Payment Method in place, and pays Three by other means, Customer will not benefit from the discount. Please see the Price Guide for further details of the discount amount and Recurring Payment

Methods Three accepts.

## 7. **Customer's Rights – Complaints**

- 7.1 If Customer is unhappy about any aspect of Three Services, Customer should contact Three Customer Services with written notice of the complaint which sets out the full facts and includes relevant documentation.
- 7.2 Three will investigate any complaint in accordance with its customer complaints policy, after which Three will contact Customer with the results. A copy of Three's customer complaints code can be viewed on Three's website at [Three.co.uk/complaints](https://www.three.co.uk/complaints) or Customer can request a copy by contacting Three Customer Services. If Three are unable to resolve Customer's complaint, Customer may, depending on the nature of the complaint, be entitled to ask Ombudsman Services: Communications to consider the complaint. Their website address is: <https://www.ombudsman-services.org>.

## 8. **Intellectual Property**

- 8.1 All rights in Three Services and their content, belong to Three, or its licensors and Three reserves all of its rights.
- 8.2 The 'Three' trademark and other related images, logos and names are proprietary marks of CK Hutchison Holdings Limited and Three reserves all of its rights.

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

- 9.1 Three may Suspend any or all of the Three Services without notice if:
- Three reasonably believes Customer has provided Three with false or misleading details about Customer;
  - Three advises Customer that a User or Users' excessive use of Three Services (as may be defined in accordance with Section 6 above) is causing problems for other users, and Users are continuing to use Three Services excessively;
  - Three believes a User's Device, SIM or eSIM Profile has been lost, stolen or is being used in a way not allowed by this Agreement;
  - Three reasonably believe that Customer or Users have used Three Services, the SIM(s), the eSIM Profile(s) or a Three Phone number for illegal or improper purposes in contravention of Three's responsible



use requirements in Section 6 above;

- (e) Three receives a serious complaint against a User which Three believes to be genuine (for example, if Three receives a complaint that Users are using Three Services in any of the ways prohibited in Section 6); or
- (f) Three is required to Suspend Customer's Three Services by the emergency services or other government authorities.

9.2 In addition to the circumstances set out in Section 9.1, Three may also Suspend any or all of the Three Services Users use without notice if:

- (a) Customer hasn't paid Three's Charges on time, or if Customer has previously failed to pay the Charges on time; or
- (b) Customer has exceeded any credit limit that Three may have set for Customer (as set out in Section 6.20 above); or
- (c) Customer has insufficient credit on it's account to cover Charges Customer agreed to pay in advance.

Additionally, Three reserves the right to Suspend any other account(s) Customer has with Three, if Three reasonably believes that Customer will be unable to pay the relevant Charges.

9.3 Three may end any calls that Users make that are longer than 2 hours' duration in order to prevent Customer from incurring excessive, inadvertent costs.

9.4 Three may turn off a User's Messaging Services if they're inactive for an extended period of time – Three will let Customer and/or User know before this happens. If Three does turn off a User's Messaging Services Three will have no obligation to maintain any of the content in the User's Messaging Services, or to forward any unopened or unsent messages to the User, or anyone else.

9.5 If Three Suspends any or all of a User's Three Services, such User will still be able to make emergency calls (unless they've been Suspended at the request of the emergency services).

9.6 If a User's Three Services are Suspended, Three may agree to re-Connect the User if Customer asks Three to do so and there may be a re-Connection Charge for this.

## 10. **Ending this Agreement and Disconnection of Three Services**

10.1 Customer may end this Agreement in the following ways:

- (a) in certain circumstances under Three's Returns Policy which can be

found at [Three.co.uk/returns](https://www.three.co.uk/returns). Customer will need to get in touch with Three Customer Services to arrange Disconnection;

- (b) during Customer's Minimum Term (if it has one) by giving notice to Three Customer Services 30 days before the date Customer wants to end the Agreement. Customer must pay Three all the Charges it owes to Three, plus any Cancellation Fees for Customer's Package;
- (c) at the end of Customer's Minimum Term or any time after the Minimum Term has expired, or if Customer does not have a Minimum Term, provided Customer gives notice to Three Customer Services at least 30 days before the date Customer wants to end the Agreement.

10.2 A Cancellation Fee won't be charged within one month of Three telling Customer about a variation to this Agreement (which includes Customer's Package) which is likely (in Three's reasonable opinion) to be of material detriment to Customer. Customer must give notice to Three Customer Services within that month and the Agreement will finish at the end of that month once Three receives Customer's notice.

10.3 Customer will not be able to end the Agreement during the Minimum Term without paying a Cancellation Fee if the variation to the Agreement (which includes the Package, Three Services or Three's prices) is due to any of the following circumstances:

- (a) the change is due to changes to the law, government regulation or licence which affects Three - this includes any increase or change in the rate of VAT or other applicable taxes or any new taxes that are introduced;
- (b) the change relates solely to Additional Services or Add-on(s). In such circumstances Customer will not be able to end the Agreement but Customer will be able to cancel the Add-on(s) or stop using the Additional Services;
- (c) the change isn't (in Three's reasonable opinion) likely to be of material detriment to Customer;
- (d) the change relates to a variation in Three's Charges for Outside of Allowance Services and such changes are not (in Three's reasonable opinion) likely to be of material detriment to Customer or Customer does not (in Three's reasonable opinion) regularly use the Outside of Allowance Services affected; or
- (e) the change is an Annual Price Change.

10.4 Three may end this Agreement in the following ways:

- (a) by giving Customer at least 30 days' notice if the Package doesn't have a Minimum Term, or the Minimum Term has ended;

- (b) immediately in the following cases:
  - (i) if Three has the right to Suspend Customer's Three Services on any of the grounds in Section 9 and Three believes that the grounds are serious and have not been, or are unlikely to be, rectified;
  - (ii) if Three believe that Customer's communications with Three Customer Services or any of Three's retailers or agents, or Three's use of the Three Services, are jeopardising the operation of the network, or are of an unacceptable nature;
  - (iii) if Three reasonably believe Customer won't be able to pay its bill. This could result from a failure to pass one of Three's credit assessments; or
  - (iv) in the event Customer makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs; and, in any of these circumstances, Customer has to pay all the Charges it owes up until Three Disconnects Customer;
- (c) if Three no longer has access to other operators' networks which Three need to provide Three Services, or if Three is no longer able to provide Three Services due to factors beyond Three's control or because Three ceases business. If reasonably possible under these circumstances, Three will endeavour to provide Customer with such notice as is practical.

10.5 If Users Devices are dual SIM compatible and their SIM or eSIM Profile is Suspended or Disconnected by Three because Customer or Users have not complied with certain terms of this Agreement, Three may also Suspend or Disconnect the other SIM or eSIM Users are using in their Device.

## 11. Effect of this Agreement ending

- 11.1 If this Agreement ends, Three will close Customer's account and all Sims or eSim Profiles will be Disconnected. Customer will not be able to use Three Services or make emergency calls.
- 11.2 Customer must immediately pay all Charges it owes to Three up to the date the Agreement ends. If Three ends this Agreement due to Customer or Users' conduct, or if Customer ends its Agreement within the Minimum Term, the Charges will include a Cancellation Fee.
- 11.3 Three may bill Customer up to 4 months following the Disconnection of Customer's account, in respect of Charges that Three incurred during

Agreement, but were not billed prior to the date of Disconnection. In accordance with Section 6.17, Customer must pay Three all Charges in connection with all Three Services which are accessed using the SIM or eSIM Profile Three supplied to Customer.

- 11.4 Following termination of this Agreement, in the event Customer's account has a credit balance (not including any balances detailed in 4.19) of fifty pence or less and that balance remains unclaimed for a period of 3 months Three reserve the right to donate that amount to a charity it designates. In the event that Customer's terminated account has a higher credit balance after a substantive period of time, Three reserve the right to donate such amount to charity if Three have tried to refund Customer and/or contact Customer to return the unclaimed credit balance and have failed to do so having made all reasonable efforts.

## 12. Liability

### Limits on liability

- 12.1 All of Three's obligations to Customer relating to Three Services are set out in this Agreement. If Customer wishes to make any changes to this Agreement or rely on any other term, Customer must obtain Three's agreement to the change of term in writing.
- 12.2 Subject to Section 12.7 neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever and all other terms, conditions and warranties relating to Three Services are excluded.
- 12.3 Subject to Section 12.4 and 12.7 each party's aggregate liability of any sort resulting from negligence or otherwise arising in connection with this Agreement shall be limited in respect of all claims each Year to an amount equal to: (i) the total Charges paid or payable by the Customer in the Year prior to the Year in which any claim arises; or (ii) where a claim arises during the first Year of this Agreement, the monthly average of Charges paid or payable up to the date on which the right to take action in respect of the first claim arose multiplied by twelve.
- 12.4 Nothing in this Agreement shall exclude or restrict the liability of Customer for claims in respect of Customer's obligations under Section 10.1(b), 6.2,

and 6.16.

- 12.5 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, which are all excluded to the fullest extent permitted by law.
- 12.6 Three is not liable for any service, goods or content Customer or Users may take from third parties, including if they are defective or deficient, and any dispute with a third party will not affect Customer's obligations to Three.
- 12.7 Nothing in this Agreement removes or limits either Party's liability for fraud, death or personal injury caused by Three's negligence or for any liability which can't be limited or excluded by law.

#### **Three Services - Area where Three has no responsibility**

- 12.8 Three will try to ensure the accuracy, quality and timely delivery of Three Services. However:
  - (a) Three accepts no responsibility for any use of, or reliance on, Three Services, or for any disruptions to, or any failures or delays in, Three Services. This includes, without limitation, any alert services or virus detection services; and
  - (b) subject to Section 12.7 Three does not make any representations as to the accuracy, comprehensiveness, completeness, quality, error free nature, compatibility, security or fitness for purpose of Three Services. They are provided to Customer on an 'as is' basis.
- 12.9 Three will not be liable:
  - (a) for any loss Customer or Users may incur as a result of someone using a User's PINs or passwords with, or without, the User's knowledge; or
  - (b) if Three cannot carry out its duties, or provide Three Services, because of something beyond Three's control.

#### **Others' content and Services - Areas where Three has no responsibility.**

- 12.10 Users may be able to use Three Services:
  - (a) to upload, email or transmit content; and
  - (b) to access content which is branded or provided by others and to obtain goods and services from others, which may be in a digital form. Where Three provides Users with such access, all Three does is transmit the

content to the User and Three does not exercise control over the content, goods or services. Three is not responsible or liable in any way for, and does not endorse, any of this content, goods or services, including any content, goods and/or services that Customer may pay for using Three Services. Customer also accepts that Three has no responsibility for information Users supply to third parties who provide content, goods or services on the Three Network.

- 12.11 This Section 12 will apply even after this Agreement has ended.

### **13. Data Protection**

- 13.1 Three and Customer agree that the Customer is an independent Data Controller in respect of any Personal Data that it processes in relation to its servants or agents. Where Customer provides Personal Data relating to Users to Three, the Personal Data is transferred on a Controller to Controller basis. The transfer of usage data relating to Users by Three to Customer, including itemised bills, is likewise transferred on a Controller to Controller basis.
- 13.2 Three and Customer agree that where Three processes the Personal Data of end users of telecommunications services it does so as a Controller, and shall process the Personal Data as set out in its privacy notice, available at [http://www.three.co.uk/privacy\\_safety](http://www.three.co.uk/privacy_safety).
- 13.3 Three may check and share Customer's details with fraud prevention agencies such as Action Fraud and CIFAS and will record (and pass to the fraud prevention agencies) details of any false or inaccurate information provided by Customer or where Three suspects fraud as further described in Three's privacy notice, available at [http://www.three.co.uk/privacy\\_safety](http://www.three.co.uk/privacy_safety).

#### **Customer's Obligations**

- 13.4 Customer shall:
  - (a) comply with its lawful obligations under the Applicable Data Protection Laws and ensure there is a lawful basis to process any Personal Data relating to Users;
  - (b) comply with its lawful obligation to inform Users, of the transfer of their Personal Data to Three;
  - (c) ensure it has sufficient policies in place, which Users have been made aware of, regarding Users' permitted use of the Three Services

- provided under this Agreement; and
- (d) assist Three, where required, in providing such information as it may reasonably require to allow it to comply with rights of Data Subjects, (including information, subject access, rectification or erasure, restriction of processing, data portability and the right to object to automated individual decision-making, including profiling).

### **Three's Obligations:**

#### 13.5 Three shall:

- (a) process the Personal Data provided under this Agreement, in a way that is compatible with providing the Three Services under this Agreement;
- (b) implement appropriate technical and organisational measures to protect the Personal Data processed in order to give effect to this Agreement;
- (c) depending on the Three Services provided to Customer, Three may be required in order to provide the Three Services, to process certain Personal Data on Customer's behalf. Where Three is required to act as a Processor, by Customer, Three shall only process Personal Data in accordance with the reasonable written instructions of Customer (this Agreement shall constitute a written instruction by Customer to Three to carry out such processing of Personal Data as is required in order to provide the Three Services specified in this Agreement) and in accordance with Applicable Data Protection Laws, including in particular:
  - (i) adopting appropriate technical and organisational measures against accidental disclosure, loss or destruction of Personal Data;
  - (ii) informing Customer within 72 hours in the event of unauthorised disclosure, loss or destruction of any Personal Data processed under this Agreement ("Security Incident") which comes to Three's attention. Unless required by law or other obligation, Three agrees that it will not communicate with any third party including but not limited to the media, vendors, consumers and affected individuals regarding any Security Incident without the consent and direction of Customer;
  - (iii) referring to Customer any requests, notices or other communication from data subjects, supervisory authorities or any

other law enforcement agency relating to Personal Data for Customer to resolve;

- (iv) ensuring that Three personnel processing Personal Data under the Agreement are under an obligation of confidentiality;
  - (v) at the cost of Customer, making available reasonable information necessary to demonstrate compliance with this Section 13, which shall include, once per calendar year on giving 28 days' notice, the right for Customer to conduct a reasonable audit of Three to satisfy Customer that Three is in compliance with this Section 13. Where any instances of non-compliance are confirmed, Customer's sole remedy shall be to request Three to remediate such non-compliance within a reasonable timeframe.
- (d) where requested to do so in writing, and at the cost of Customer, making available such information and assistance as are reasonably necessary to Customer to comply with its obligations to:
    - (i) respond to requests for exercising the Data Subject's rights;
    - (ii) report Personal Data breaches; and
    - (iii) conduct data protection impact assessments and prior consultation with supervisory authorities.
  - (e) transfer Personal Data to third party sub-contractors (including Group companies) to whom disclosure is reasonably necessary in order for Three to provide the Three Services, including the transfer of Personal Data to such sub-contractors based outside the European Economic Area, only where adequate safeguards are put in place by Three or such sub-contractors to protect such Personal Data as required under Applicable Data Protection Laws. Customer hereby provides its general authorisation to such transfers; and
  - (f) without prejudice to any other provision of this Agreement relating to termination, on termination of this Agreement, on written instructions from Customer and at its cost, either deleting or returning all Personal Data processed as part of the Agreement to Customer unless Three is subject to an overriding legal, regulatory or other requirement to retain such Personal Data.

### **Both Parties' Obligations**

#### 13.6 Both Parties shall:

- (a) deal promptly and in good faith with all reasonable and relevant

enquiries from the other Party relating to its processing of Personal Data in connection with this Agreement;

- (b) if it receives any complaint, notice or communication from a supervisory authority which relates to the processing of Personal Data in connection with this Agreement or a potential failure to comply with Applicable Data Protection Laws, promptly (and in any event within 24 hours) forward such complaint, notice or communication to the other party and provide the other party with reasonable cooperation and assistance in relation to the same, unless restricted by law from doing so.

#### 14. **Notices**

- 14.1 The website, Three.co.uk, is a great source of information that Users may find useful when using the Three Services - it's the most up to date source of information about Three and Three Services.
- 14.2 If Three needs to send any notices under this Agreement to Customer, Three will do this by communicating them to Customer via phone, text message, electronic messaging, email, or mail, using Customer's most recent contact details given to Three.

#### 15. **Other terms**

- 15.1 This Agreement is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.
- 15.2 If Customer or Three, delays, or does not take action to enforce its respective rights under this Agreement, this does not stop Customer or Three, from taking action later.
- 15.3 If any of the terms in this Agreement are not valid or legally enforceable, the other terms won't be affected. Three may replace any term that is not legally effective with a similar term that is.
- 15.4 Three may assign or transfer some or all of its rights and obligations under this Agreement to a party who agrees to continue complying with Three's obligations under this Agreement, provided that Customer's rights under the Agreement or any guarantees given by Three to Customer are not affected. No other person (other than Three's 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 Three may have to change Users' Three Phone number.
- 15.6 Customer confirms that it has full contractual capacity to agree to the

Agreement and is able to pay the Charges.

- 15.7 Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.
- 15.8 Three's registered company number is 03885486 (England and Wales) and its registered office is at Great Brighams Mead, 1 Vastern Road, Reading, Berkshire RG1 8DJ.

## Definitions

Where Three uses these words they have the following meanings:

**Additional Services:** additional, optional or extra services which Customer chooses to use which are not services that are part of Customer's Package or Outside of Allowance Services. For example, they may include (but they're not limited to) Add-Ons, Premium Services, international services, services Users use whilst roaming abroad, directory enquiry services, any other additional services listed in the Price Guide, 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 Customer can buy for specific supplemental Three Services (as detailed in the Price Guide);

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

**Annual Price Change:** an increase to the Monthly Charge as described in Section 3.1;

**Applicable Data Protection Laws:** means the relevant data protection and privacy laws including the General Data Protection Regulation (EU) 216/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and the Data Protection Act 2018 as amended, revised or replaced from time to time and any other regulatory requirements to which the parties are subject;

**Business Proposal:** means a summary of the details of the Three Services and Packages Customer has requested and Three has offered to provide as provided by Three to Customer;

**Cancellation Fee:** means a fee charged if Three ends the Agreement due to Customer or User(s) conduct or if Customer ends this Agreement (or any individual User's access to Three Services) 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 this Agreement less a variable discount, currently 3%. Three reserves 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 (but are not limited to) fixed periodic charges, including Customer's Monthly Charge, usage charges (for example, charges for Outside of Allowance Services or Additional Services), account administration fees, fees for Connection and re-Connection and any costs incurred in collecting

outstanding payments from Customer.

**Commencement Date:** the date Customer or a User first Connects to the Three Network or as otherwise agreed by the Parties;

**Communications Data:** information about the routing of services, calls and messages Customer and/or Users make and receive, the date, time, duration and cost of these, and information about the identity of a User's Device and SIM or eSIM Profile;

**Connection:** the procedure by which Three gives Customer access to Three Services. 'Connect', 'Connecting', and 'reConnection' have corresponding meanings;

**Controller:** has the definition set out in Applicable Data Protection Laws;

**Group:** means in relation to that party, any subsidiary or holding company of that party from time to time;

**Data Subject:** means any identifiable or identified natural person;

**Device:** any device Users use to connect to Three Services, including a Phone, Dongle, Mobile Wi-Fi, Tablet or Laptop that is authorised by Three for Connection to the Three Network;

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

**Dongle:** the USB modem that's authorised by Three for Connection to the Three Network which is used to access Three Services;

**Equipment:** any Devices or other hardware equipment items provided by Three for use in connection with the Services;

**eSIM:** a chip embedded in a User's Device to which an eSIM Profile can be downloaded;

**eSIM Profile:** contains User's Three phone number and enables Users to access Three Services;

**eSIM QR Code:** a QR or activation code which allows Three to install and activate an eSIM Profile on the eSIM in a User's Device;

**Laptop:** a laptop which is used in conjunction with a Dongle and/or Mobile WiFi and/or SIM to access Three Services;

**Location Data:** data indicating the geographical location of a User's Device when using Three Services or when a User's Device is switched on;

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

**Minimum Term:** the minimum fixed term for the supply of Three Services as set out in the Agreement;

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

**Monthly Charge:** is the monthly fixed charge payable by Customer for Customer's Package (as set out in the Price Guide), including any Annual Price Change;

**Outside of Allowance Services:** any standard Three Services (i.e. calls and texts to standard UK mobiles and UK landlines Users use when a User has used up the monthly allowance (whether voice minutes or text messages or data, as applicable) which may be included in the Package (if any) or, if User doesn't have any inclusive allowances with its Package, any standard Services Users may use;

**PAC:** a Porting Authorisation Code;

**Packages:** Three's current Packages available for Customer to select that are set out in the Price Guide as well as any other Packages Three may introduce in the future;

**Package:** means the Package Customer has chosen, details of which are set out in the Business Proposal including Customer's Minimum Term. There may be more than one Package available for Customer to choose from and if so, Customer will need to select one before Customer is Connected to Three. The Packages Three offer may be changed or withdrawn from time to time, and can be viewed at Three.co.uk or details requested from Three Customer Services;

**Personal Data:** means any information relating to an identified or identifiable natural person as defined by the Applicable Data Protection Laws;

**Phone:** a mobile phone that Users use to access Three Services using their SIM or eSIM Profile;

**Premium Services:** any Three Services which are charged at premium rates. Customer can only access these Three Services, such as international calling and international roaming, with Three's approval;

**Price Guide:** the document that sets out the Packages available to Customer, Three's current Charges and relevant terms (including any Minimum Term and payment commitments). It can be viewed at <http://www.three.co.uk/terms-conditions/price-guides>;

**Processor and Processing:** have the definition set out in Applicable Data Protection Laws;

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

**Returns Period:** the number of days Customer has to cancel this Agreement and/or return the Device(s), as detailed in the Returns Policy, or as stated in the

Welcome Letter;

**Returns Policy:** Three's returns policy applicable at the Commencement Date, the current version of which is available at Three.co.uk/returns;

**SIM:** a card which contains the Three phone number and enables Customer to access Three Services;

**Storage Services:** any Three Services which offer Customer storage capacity on the Three Network for storage of content which Customer accesses from Three Services;

**Suspension:** the procedure by which Three temporarily Disconnect Customer or User's access to the Three Services. 'Suspend' and 'Suspended' have a corresponding meaning;

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

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

**Three:** means 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;

**Three Customer Services:** Three's service team who are available to help Customer with queries. Customers can call **337** (free) from a Three Phone or **0333 338 1004** or **0800 033 8033** from any other line (standard call charges apply).

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

**Three Services:** the services offered by Three, including, but not limited to, call services, internet access, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which Three have agreed to provide to Customer;

**TrafficSense™:** Tools and insight Three use across the Three Network for the intelligent management of data traffic. See Three.co.uk/trafficsense for more information;

**User(s):** an individual end user of the Three Services, who is approved by Customer to use the Three Services, or an individual who is authorised by Customer to manage the delivery of the Three Services in accordance with the terms of this Agreement and who is an employee or contractor of Customer or Customer's Group;

**Welcome Letter:** the letter or email Three send to Customer when Customer takes out a new agreement with Three – either as a new customer or as an existing, upgrading customer; and

**Year:** means the first and each subsequent period of 12 months of this Agreement commencing on the Commencement Date.