



# Three Business Product Terms

## Enhanced Service for Business

### What is Three's Enhanced Service for Business Add-on?

Three's Enhanced Service Add-on provides Customer access to two top level services: Support from Three's Customer Success Executive ("CSE") team and Three Analyst Advanced.

- **Three Analyst Advanced**

Three Analyst Advanced provides an interactive billing insight reporting tool to assist analysis of usage patterns, and to facilitate greater understanding and control over telecoms usage in Customer's business. Customer can view individual employee's usage and spend and receive periodic tailored reports.

For full terms, please see the Three Analyst for Business Product Terms at [Terms and Conditions | Three](#).

- **Customer Success Executive**

Customer Success Executive ("CSE") is a value-added service providing direct access for Customer and Customer's selected Authorised Users, to a team of skilled individuals in the Three Business Team for service and account-related support queries. CSE's will support Customer with onboarding activities and manage all in-life support needs, covering all service and sales requests.

The CSE team operates during fixed hours, as set out in these Product Terms. Outside of the CSE Working Hours, Customer will be re-routed to the Three Business Service Team.

- **Support and reactive Management of Customer's Account**

Type of Support	Support available via Customer Success Executive
<b>Inbound Call from Customer or Authorised User</b>	<ul style="list-style-type: none"><li>• Direct Dial to CSE team – 09:00-17:30 on Working Days ("CSE Working Hours")</li><li>• If CSE team unavailable in CSE Working Hours – call is re-routed to the wider Customer Success Team, or the Three Business Service Team</li><li>• Out of Hours – option to call or be re-routed to the Three Business Service Team</li></ul>
<b>Email</b>	Customer Success Team shared inbox on <a href="mailto:cse@three.co.uk">cse@three.co.uk</a>

### How does Customer get access to the Enhanced Service?

The Enhanced Service Add-on is available to Customers via two routes:

1. **Incorporated in Customer's price plan:** Enhanced Service is incorporated into specific Three Business Plans as set out in the Price Guide(s). Please visit [Terms and Conditions | Three](#). Three's Business Plans include Three's Enterprise Plans where applicable.
2. **Purchased by Customer as a Service Add-on:** Where available and agreed by Three, Enhanced Service is also available as a chargeable Add-on applied at billing account level on a standalone basis. This Add-on is primarily intended to benefit those Customers with 50-149 Connections. Excludes Adapt 50, 75, 100, 150, 200 and 250 and Enterprise Adapt 75, 100, 150, 200 and 250 as Enhanced Service or Complete Service is already incorporated into these Plans.

Customer must have at least 9 months remaining on a Three Business Plan to purchase the Enhanced Service as a standalone Add-on. The standalone Add-on carries its own Minimum Term, and if terminated early, Customer may have to pay a Cancellation Fee as set out in the Terms and Conditions below.

### Is the Enhanced Service available for all Three Business Plans?

The Enhanced Service Add-on is available to certain Three Business customers as set out in Three's Price Guide(s) found at [Terms and Conditions | Three](#).

Where the Enhanced Service is available either incorporated into a Three Business Plan or purchasable as a standalone Add-on, this will be set out clearly in the Price Guide(s).

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### Terms and Conditions for the Enhanced Service for Business

The supply of the Enhanced Service for Business under these Product Terms (“Terms”) is subject to the provisions of the Terms and Conditions for using the Three Network found at [Terms and Conditions | Three](#). These Terms may be amended from time to time. The current version of the Terms is available at [Terms and Conditions | Three](#). The term “Service” or “Enhanced Service” in these Terms means the Enhanced Service for Business Add-on.

#### 1. Commencement Date

- 1.1 The Service begins on the date Customer purchases: (i) the applicable Three Business Plan incorporating the Enhanced Service for Business Add-on; or (ii) the Enhanced Service for Business Add-on (**“Enhanced Service Commencement Date”**), and will continue for the agreed Minimum Term of the associated Three Business Plan, or latest end date of Customer’s Three Business Plan(s) if multiple plans at point of purchase and continue on a 30 day rolling basis thereafter, or Add-on (as applicable) and continue on a 30 day rolling basis thereafter, until it is terminated in accordance with the terms of the Agreement.
- 1.2 If purchased as a standalone Add-on, Customer acknowledges and agrees that the Service carries an equivalent Minimum Term to Customer’s Three Business Plan, or latest end date of the Agreement. *For example, if Customer has a Three Business Plan with end date 1 January 2024, and another Three Business Plan ending 5 May 2024, Customer’s Enhanced Service will carry a Minimum Term until 5 May 2024.* The Service will be co-terminus with the last Three Business Plan on Customer’s billing account.
- 1.3 Customer may access the full Enhanced Service from the date they receive confirmation that their Customer Success Executive Service and their Three Analyst Service has been provisioned. Prior to this, Customer can access support via the Three Business Service Team.
- 1.4 Three will use reasonable efforts to provision the Service within 7 Working Days following the Enhanced Service Commencement Date, but Customer acknowledges and agrees that all dates are estimates, and Three has no liability for any failure to provide the Service by any specific date or timeframe.

#### 2. Minimum Term and Cancellation Fees

- 2.1 Where purchased as a standalone Add-on, the Minimum Term for the Service commences on the Enhanced Service Commencement Date and will continue for the Minimum Term of Customer’s Three Business Plan (as set out in Clause 1), and thereafter continue on a recurring monthly basis in accordance with the applicable Three Business Plan until terminated on 30 days written notice to Three. Unless agreed otherwise, Customer must have at least 9 months remaining on a Three Business Plan to be eligible to purchase the Enhanced Service for Business Add-on. The Add-on will be co-terminus with the associated Three Business Plan. *Example (1): Customer has one hundred SIM only Plans with 17 months remaining in the Minimum Term. Customer can purchase Enhanced Service which will carry its own Minimum Term of 17 months. Example (2): Customer has one hundred SIM only Plans with 8 months remaining in the Minimum Term. Customer cannot purchase the Enhanced Service Add-on.* Customer shall be liable for all Charges accruing in respect of the provision of the Service during the applicable termination notice period.
- 2.2 In the event Customer terminates the Service within the applicable Minimum Term, Customer may be liable for an early Cancellation Fee, calculated as follows: *Months remaining on associated Three Business Plan x Add-on Monthly Charge.*
- 2.3 Where incorporated as part of the applicable Three Business Plan, the Minimum Term for the Service is as per the associated Three Business Plan. To view the Price Guide(s), please visit [Terms and Conditions | Three](#)

#### 3. Charges and Payment

- 3.1 Where the Service is purchased as a chargeable Add-on, Charges will commence on the Enhanced Service Commencement Date, and continue to be payable on a monthly recurring basis for the duration of the Minimum Term and thereafter until Customer terminates the Service on 30 days written notice to Three.
- 3.2 Customer agrees to pay all Charges for the Service in accordance with the terms of the Agreement. The Monthly Charge applies at billing account level and will be charged to Customer’s monthly bill on a recurring basis.
- 3.3 Should Customer disagree with any of the Charges appearing on a bill issued by Three in connection with the Service, Customer should raise a dispute in accordance with the terms of the Agreement.
- 3.4 If Customer fails to pay the bill in full by the due date, Three reserves all rights of recourse as set out in the terms of the Agreement, or these Terms.
- 3.5 Three may increase Charges for the Service at any time, giving 30 days’ prior notice.

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### 4. Enhanced Service

- 4.1 In order for Customer to use the Service, and for Three to provision the Service, it is conditional on Customer's: (i) acceptance of these Enhanced Service for Business Terms and the Three Analyst for Business Product Terms; and (ii) compliance at all times with the terms of the Agreement as defined in clause 1.2 of the Terms and Conditions for using the Three Network, found at [Terms and Conditions | Three](#). Customer's or their Authorised Users use of the Service shall be deemed acceptance of these conditions.
- 4.2 Subject to the terms of the Agreement including these Terms, and the payment of all Charges due (where applicable), Three will provide to Customer during the Minimum Term, access to the Service for their internal business purposes as necessary for the purposes set out in the Agreement. No other rights are granted or provided by Three.
- 4.3 Customer acknowledges and agrees that provision of Three Analyst and Customer Success Executive are subject to these Terms and the Three Analyst Product Terms at [Terms and Conditions | Three](#).
- 4.4 If Customer has the Enhanced Service, Customer acknowledges and agrees that Three will have access to Customer's Three Analyst Service in order to set up users, troubleshoot or provide advice on usage.
- 4.5 If the Enhanced Service is incorporated into Customer's Three Business Plan, it is mandatory and cannot be opted out of. There will be no reduction to the Monthly Charge if the Enhanced Service in whole or part is not utilised by Customer.
- 4.6 Three may change these Terms or change, suspend, discontinue, update or upgrade the Service in order to ensure compliance with new legal or technological developments, and to protect against new or emerging security issues. If the changes are likely to disadvantage Customer, Three will provide a minimum of 30 days' notice. By continuing to use the Service after that time, Customer is expressing and acknowledging acceptance of the changes.
- 4.7 Excluding where purchased as either a chargeable Add-on or where incorporated into Customer's Price Plan, should Customer's account be allocated the Enhanced Service by Three, Three reserves the right to remove the Enhanced Service (in whole or in part) at Three's sole discretion. This will be confirmed by Three to Customer prior to removal or as soon as reasonable thereafter.

### 5. Use Restrictions

- 5.1 Customer agrees:
  - 5.1.1 the Service is provided for Customer's internal use and Customer shall not permit access to the Service to any third party through any means;
  - 5.1.2 to use the Service only for purposes that are permitted by (i) the Agreement (ii) the Terms; and (iii) any applicable law or regulation; or (iv) any license or authorisation applicable to Customer or Three;
  - 5.1.3 not to do anything which damages or adversely affects the performance of the Service (nor permit any other person to do so) for themselves or other Three customers, or that may cause degradation of service levels to other Three customers as determined by Three (acting reasonably);
  - 5.1.4 not to store, distribute, or transmit any material through the Service that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
  - 5.1.5 not to transfer, temporarily or permanently, any of their rights under the Agreement;
  - 5.1.6 not to use the Service in such a way it constitutes a violation or infringement of the rights (including intellectual property rights) of any person, firm or company; or
  - 5.1.7 not to access (or attempt to access) the Service by any means other than through the interfaces provided by Three.
- 5.2 Customer must use the Service in accordance with any reasonable instructions given by Three and shall not attempt to circumvent any applicable security at any time.
- 5.3 Customer shall be liable for any acts and/or omissions of any Authorised User, or any other persons authorised by them to access the Service.
- 5.4 Three may (in its sole discretion for operational, technical, or commercial reasons) determine that it may not be able to provide some or all requested components of the Service and reserves the right to offer Customer:
  - 5.4.1 the remaining components of the Service;
  - 5.4.2 an equivalent or improved service to replace the Service; or
  - 5.4.3 where purchased as a chargeable Add-on, the right to cancel the Service (without liability) and refund any applicable Charges that Customer has paid for the Service not provided.



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### 6. Warranties

- 6.1 Three warrants that the Service to be provided under the Agreement will be performed with reasonable skill and care.
- 6.2 Customer acknowledges that they have assessed for themselves the suitability of the Service for their requirements, and that Three does not warrant that the Service will be suitable for such requirements.
- 6.3 Three does not represent or warrant that the operation of the Service will be uninterrupted, fault-free or error-free. If Customer suffers any disruption to the Service, Customer should contact Three in accordance with the Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#)
- 6.4 Except as expressly stated above, all other warranties, conditions, terms, undertakings, and representations, expressed or implied, statutory or otherwise, in connection with the Enhanced Service or any services provided to the Customer ancillary or incidental to the use of the Enhanced Service, are hereby excluded to the fullest extent permitted by law.

### 7. Enhanced Service Support

- 7.1 Three will respond to Customer queries or reported faults as soon as reasonably practicable by taking service support measures it deems appropriate.
- 7.2 For the purposes of making improvements to the Service, scheduled unavailability may be required from time to time. Three will use reasonable efforts to schedule unavailability in a manner that minimises disruption to Customer but excludes all liability.

### 8. Liability (Limitations and Exclusions)

- 8.1 These Terms shall apply in addition to the terms set out in Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#).
- 8.2 Three shall not be liable to Customer, their Users or any third party, for any direct, indirect, special, exemplary, incidental or consequential loss including, but without limitation, loss of profit, loss of revenue, capital expenditure or loss of goodwill, resulting from any claim including, without limitation a claim for breach of contract, in tort, for negligence, for breach of warranty or otherwise and whether or not foreseeable, and including, but without limitation, arising as a result of: (a) any unauthorised third party access to the Service; or (b) the suspension or termination of the Service (as permitted by the Agreement).
- 8.3 Three shall not be liable for non-performance of the Service.
- 8.4 Where Soft-ex Communications Limited terminates or withdraws directly or indirectly Customer's right to use the Three Analyst Service, Three will be excused from liability related to failure to deliver this element of the Service.

### 9. Suspension of the Enhanced Service

- 9.1 Three may change these Terms and change, suspend, or discontinue the Service at any time.
- 9.2 In addition to the rights of suspension set out within these Terms and the Terms and Conditions for using the Three Network for Business customers found at [Terms and Conditions | Three](#), Three reserves the right to suspend the Service pending investigation where:
  - 9.2.1 it reasonably suspects any of the requirements in these Terms have been breached by Customer, and reserves the right to terminate the Agreement immediately (without cost or liability on the part of Three) where such breach has taken place;
  - 9.2.2 in the event of an emergency, including complying with any request of an emergency service organisation;
  - 9.2.3 maintenance; or
  - 9.2.4 to comply with any law, regulation, court order or governmental request or order
- 9.3 Any suspension of the Service shall not exclude Three's right to subsequently terminate the Agreement.
- 9.4 For impact on Customer's Three Analyst Service, please visit the applicable Product Terms at [Terms and Conditions | Three](#).

### 10. Termination of the Enhanced Service

- 10.1 Where incorporated as part of the Three Business Plan, upon cease or termination of the associated Three Business Plan, the Service will also be terminated including access to Customer's Customer Success Executive. Customer's Customer Success Executive will re-route all calls from Customer or their Authorised Users to the Three Business Service Team.
- 10.2 Where purchased as a chargeable standalone Add-on, Customer may terminate the Service upon 30 days written notice to Three, and any such termination shall be effective at the end of Customer's current bill cycle



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after the date on which such written notice is served on Three. If Customer terminates the Service before the expiry of the applicable Minimum Term, Customer will be liable for a Cancellation Fee in accordance with Clause 2.2.

10.3 Customer may terminate the Service without a Cancellation Fee upon written notice to Three once the applicable Minimum Term has expired. The Service will be terminated at the end of Customer's current bill cycle. Customer shall be liable for all Charges accruing in respect of the provision of the Service during the applicable termination notice period.

10.4 Upon expiry of the applicable Minimum Term, the Enhanced Service will continue on a recurring basis until terminated.

10.5 Without prejudice to Three's other rights set out within the Agreement, Three shall be entitled to terminate the Service forthwith on written notice to Customer in the event that:

- 10.5.1 Customer fails to promptly comply with any reasonable request/condition specified by Three in relation to Customer's use of the Service;
- 10.5.2 Three is unable to resolve a dispute with any third party or continue to receive services from any third party upon whom provision of components of the Service is related or contingent; or
- 10.5.3 Three has reasonable grounds to believe that Customer's use of the Service constitutes a breach of any applicable Law.

### 11. Definitions

11.1 The Definitions section of the Terms and Conditions for using the Three Network for Business customers Agreement (titled 'Definitions') shall be amended by the inclusion of the following additional defined terms:

- a) "Authorised Users" means the Users nominated by Customer to have access to the Enhanced Service. Authorised Users are expected to be decision makers within Customer's business.
- b) "CSE team" means the team of CSEs available to support Customer.
- c) "CSE Working Hours" means 9-17.30 on Working Days.
- d) "Working Day(s)" means Monday to Friday inclusive, other than public holidays in the UK.
- e) "Three Business Service Team" means the team contactable on 337 from a Three phone, or 0800 033 8033 from any other phone, or re-routed via the Customer Success Executive. The Three Business Service Team are available from 8am to 8pm on Working Days, or 9am to 6pm on Saturdays.