

# Terms and Conditions for using the Three Network

for Business Broadband customers who joined or upgraded on or after 23 September 2022.



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 337 from a Three Phone or 0800 0338033 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

Key points that Customer should be aware of when using Business Broadband are set out in this summary. The full Terms and Conditions are below. Please read the full Terms and Conditions before using Business Broadband. If there is any inconsistency between this summary, and the full Terms and Conditions, the full Terms and Conditions will apply.

- A **What these terms cover:** The Service provides Customer with the ability to access the Internet from any of its Users' devices using either the equipment that Three provides to Customer or Users in respect of 5G Business Broadband or the equipment Customer has purchased (the "Equipment"). These terms cover how Customer may use the Services and the Equipment. Additional terms can also be found in the Business Broadband Price Guide as well as in other documents about our Services.
- B **Using Three Services:** By plugging in or permitting a User to plug in the Equipment Customer is expressly requesting that Three provide Customer and/or Users with our Services in accordance with these Terms and Conditions.
- C **Returns:** If Customer contacts Three within 30 days from the date Customer received the Equipment, Customer may cancel this Agreement. Customer will need to send the Equipment back to Three (undamaged and in its original packaging including any supplied SIM Cards, leads or accessories). For more information, see Sections G, H and 10.
- D **Minimum Commitment:** Customer agrees to receive the Service for the Minimum Term. The minimum price for the Service provided under this Agreement is the Monthly Charge for the Minimum Term.
- E **Annual Price Increase:** From April 2024, the Monthly Charge will increase by 4.5%. An example of how this increase will work is set out in Table 1 below. For more information, see Section 3.1.

Table 1

Monthly Price until March 2024	Monthly Price from April 2024 to March 2025	Monthly Price from April 2025 to March 2026
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 your 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

- F **Changes:** If Three makes any changes to the Charges, the Three Service or Additional Services and if Three believes those changes give Customer a right to terminate the Agreement, Three will notify Customer at least 30 days in advance of such changes being made. See Section 3 below.
- G **Suspending or Ending this Agreement:** Three may suspend or disconnect the Service if Three reasonably believes that Customer hasn't complied with certain terms of this Agreement, but Customer still must pay all outstanding Charges

(including a Cancellation Fee for disconnection). See Sections 12 and 13.

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 impact the Three Services Customer receives. Please see the below Table 2 for a summary of how and when Customer can end this Agreement.

**Table 2**

<b>When Customer wishes to end the Agreement</b>	<b>Notice Period</b>	<b>What to Do?</b>	<b>Charges Payable</b>
<b>During the Returns Period</b>	The Agreement will end when Customer notifies us, or if Customer have Equipment to return, when Three receives that Equipment in accordance with the Returns Policy (whichever is later)	Contact Three Customer Services	Charges for Three Services used. Charges for damage or for any loss of value to the Equipment, 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 Three Customer Services	All outstanding Charges payable plus the Cancellation Fee. In respect of 5G Business Broadband, charges for failure to return the Equipment or if the Equipment is returned damaged in accordance with the Returns Policy.
<b>Outside of the Minimum Term/if Customer has no Minimum Term</b>	Customer can end the Agreement at any time on 30 days' notice	Contact Three Customer Services	All outstanding Charges payable. In respect of 5G Business Broadband, charges for failure to return the Equipment or if the Equipment is returned damaged in accordance with the Returns Policy.
<b>Three notifies Customer that Three is making a change to the Three Services Customer receives, and that if such changes are not acceptable to Customer, Customer may terminate the Agreement</b>	Customer can end the Agreement in accordance with the terms of the notice Three sends Customer.	Contact Three Customer Services	All outstanding Charges payable. In respect of 5G Business Broadband, charges for failure to return the Equipment or if the Equipment is returned damaged in accordance with the Returns Policy.

The Cancellation Fee will be the total of the Monthly Charges remaining during the Minimum Term of this Agreement.

- H. **Equipment:** 5G Equipment provided to Customer is not owned by Customer and is loaned to Customer for the duration of Customer taking the Service. The 5G Equipment is supplied to Customer at no cost and remains the property of Three at all times. When Customer stops taking the Service, Customer must return the 5G Equipment. If Customer does not return the 5G Equipment within 28 days Three will charge Customer a non-return charge (see Section 10.7).
- I. **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.

# Terms and Conditions

## 1. Agreement

- 1.1 Three agrees to provide Customer with the Three Services set out in the Three Business Agreement 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 Customer Agreement Form or Three Business Agreement;
  - (b) Customer's Price Guide;
  - (c) the terms provided in respect of promotions or special offers;
  - (d) these Terms and Conditions; and
  - (e) any other terms provided in respect of additional Three Services.which shall apply in decreasing order of precedence.
- 1.3 This Agreement does not cover any products or services Users buy while using Three Services.
- 1.4 The Agreement, including the continuation thereof, is subject to enhanced due diligence checks including PEP and sanctions checks for the purposes of identifying acts giving rise to financial crime risks, or that could result in enforcement action or other exposure for Three under relevant anti-money laundering, financial crime and sanctions laws and to ensure compliance with Applicable Law. In the event of an unsatisfactory check, Sections 12.1 and 13.2 shall apply.
- 1.5 When we say:
  - (a) 'Three', we mean Hutchison 3G UK Limited, trading as 'Three', (company number 03885486), with its registered address at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF;
  - (b) 'you' or 'your' or 'Customer', we mean you, our customer whose name appears on the Customer Agreement Form or Three Business Agreement;
  - (c) 'Agreement', we mean your Agreement with us for the supply of Three Services. Section 1.2 explains what terms make up your Agreement.

## 2. Term of this Agreement

- 2.1 This Agreement starts on the Commencement Date. By plugging in, or permitting a User to plug in the Equipment, Customer is expressly requesting that Three provides Customer with the Service. 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 Business 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 see Three's Returns Policy at [Three.co.uk>Returns](https://www.three.co.uk>Returns) for more information.

- 2.3 Subject to Section 13, 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 13.

## 3. Changes to the Agreement or prices

- 3.1 The Monthly Charge will be subject to an annual increase of 4.5% from April 2024. The annual increase will first appear on Customer's April bill. An example of how this may impact Customer is set out in the Quick Summary above.
- 3.2 In addition to Section 3.1, Three may change any of the terms of this Agreement, including the Packages or Charges, as follows:
  - (a) Three may discontinue or amend Customer's Package or the Three Services in which case Three will let Customer know no less than 30 days in advance (unless otherwise provided in this Agreement);
  - (b) Three may need to change or introduce new Charges in respect of Ancillary Services or Additional Services and will publish these on the Three website;
  - (c) where permitted or required to comply with Applicable Law;
  - (d) as a result of any changes to services or increases in charges imposed on Three by third parties e.g. changes to roaming costs or international call costs, where such changes are related to the costs/price increases charged to Three by wholesale partners or providers; and/or
  - (e) where a change is, in Three's reasonable determination, required to maintain or improve the quality or security of the Three Services.
- 3.3 Other than in respect of:
  - (a) a change to the Monthly Charge in accordance with Section 3.1;
  - (b) changes under Section 3.2(d) (unless Customer is materially disadvantaged by such changes and Three notifies Customer in accordance with Section 3.4); or
  - (c) changes to Ancillary Services which Customer has not opted to receive;
  - (d) changes to an Additional Service which is offered as an optional service for a minimum terms of no more than 30 days;

where any proposed changes to the Agreement impact the Three Services Customer receives from Three under this Agreement are not:

- (a) exclusively for Customer's benefit;
- (b) of a purely administrative nature that has no negative effect on Customer or Users; or

(c) directly imposed by law e.g. changes to VAT

Three will notify Customer of such proposed changes at least 30 days in advance of the proposed changes taking place.

- 3.4 Where Three makes changes under Section 3.2(d) which, in Three's reasonable determination are likely to materially disadvantage Customer or Users, we will notify Customer of such proposed changes at least 30 days in advance of such proposed changes taking place (which shall be no more frequently than once per month).
- 3.5 Subject to Section 3.6 below, where Three has provided Customer with notice under Section 3.3 or 3.4 above, Customer can, following receipt of any such notice and if such proposed changes are not acceptable to Customer, terminate this Agreement by giving notice to Three Customer Services within that 30 day period.
- 3.6 If Customer or Users carry on using Three Services after the 30 day notice period provided in accordance with Section 3.3 or 3.4, you will be deemed to have accepted the change, and will not be able to subsequently terminate the Agreement.
- 3.7 If Customer terminates the Agreement in accordance with Section 3.5 during the 30 day notice period provided by Three, no Cancellation Fee will be applicable to such termination. If Customer terminates the Agreement for any other reason during the Minimum Term, a Cancellation Fee may be payable (as detailed in Section 13.1).

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

- 4.1 Three will open an account for Customer and provide Customer with a SIM and in respect of 5G Business Broadband the Equipment.
- 4.2 Three owns each SIM and each SIM remains Three's property at all times. Customer and Users are being allowed to use the SIM on a limited licence to allow Customer to access Three Services. Three may recall the SIM at any time and Customer can only use the SIM to obtain the Service in accordance with the terms of this Agreement.
- 4.3 Each SIM can only be used in Equipment which is authorised by Three for Connection to the Three Network. If Customer or Users try to use the SIM in another device, it may damage the device and affect usage. In these instances, Three is not responsible for any such damage or usage problems. Should Customer or Users remove the SIM from the Equipment and use in a mobile device Customer will be charged in accordance with Three's standard mobile broadband Charges as set out in the Three Business Price Guide.
- 4.4 If Three determines in its sole opinion that Customer's or Users' use of the Three Services either exceeds that reasonably expected of someone using the Service or materially affects other users' enjoyment of the Service, or has an adverse impact on the Three Network, then Three will by written notice, give Customer a 14 day period in which to reduce usage levels to those reasonably expected of a person using the Service.

If usage activity has not decreased within the 14 day notification period Three may at their discretion terminate, suspend or restrict Customer's Three Service. Three will try to tell Customer when Three suspends or restricts the Three Service but Three does not have to.

- 4.5 The software in the Equipment and all intellectual property rights in that software are owned by the Equipment manufacturer and Customer and Users are being allowed to use the software on a limited licence from the manufacturer.

#### **Three Services**

- 4.6 Once Customer or User is Connected to Three, Three will provide Customer and Users with access to Three Services.
- 4.7 It is Customer's responsibility to ensure that any Equipment is only used to access the Three Services as allowed in this Agreement.
- 4.8 User(s) will be able to upload and send their own content using Three Services. You grant Three an irrevocable, royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content Customer or Users upload on Three Services.
- 4.9 Three:
- (a) may change or withdraw some, or part, of Three Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or change content. Depending on the changes that Three makes, Customer may have a right to end this Agreement, as explained in Sections 3 and 13.1.
  - (b) may also determine how Three Services are presented and delivered to the Equipment or are otherwise made available to Users. Three can change the way they are presented, delivered or otherwise made available to Users at any time;
  - (c) may implement measures to manage the traffic across the Three Network in exceptional circumstances to prevent impending network congestion and/or mitigation of the effects of any exceptional or temporary network congestion. Three may also implement traffic management measures in order to meet its legal obligations, preserve the integrity and security of its networks, services, or terminal equipment and to ensure an enjoyable internet experience for the vast majority of its customers. For details see [Three.co.uk/trafficsense](http://Three.co.uk/trafficsense). Three reserves the right to review and amend any such measures from time to time.

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

- 4.10 Three's advertised and estimated maximum upload and download speeds for its broadband internet services, provided as part of the Three Services, are set out in its estimated broadband speeds table, available at: [www.three.co.uk/broadband-speeds](http://www.three.co.uk/broadband-speeds)
- 4.11 Three does not guarantee that Business Broadband will achieve any specific speeds. The speeds achieved by Business Broadband will depend on

factors such as a User's geographic location, the type of walls and windows in Customer or User's building, the number of people using the network, the external environment, and the correct setup of the Equipment.

- 4.12 Three may implement measures to manage the traffic across the Three Network in exceptional circumstances to prevent impending network congestion and/or mitigate the effects of any exceptional or temporary network congestion. Three may also implement traffic management measures in order to meet its legal obligations, preserve the integrity and security of our networks, services, or terminal equipment, or to provide Customer with any particular services it has requested. For more information on traffic management on our network, please visit: [http://support.three.co.uk/mobiledocs/Support/Signal\\_and\\_coverage/our\\_network/TrafficSense\\_facts\\_document.pdf](http://support.three.co.uk/mobiledocs/Support/Signal_and_coverage/our_network/TrafficSense_facts_document.pdf)
- 4.13 The variability of the download and upload speeds achieved, and the technology used to access the broadband services, may affect Customer or User's experience of the Services and Customer's ability to access and distribute information and content, and use and provide applications and services.
- 4.14 In the event that Users experience continuous or regularly recurring disruption to the broadband services Customer may be entitled to a price reduction based upon the period of the disruption, in accordance with Section 4.17.

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

- 4.15 Due to the nature of mobile telecoms, 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 Users are in areas not covered by the Three Network. In this case, Three Services relies on other operators' networks, over which Three has no control; and (c) because of factors outside Three's control, such as legal or regulatory requirements, lack of capacity, interruptions to Three Services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.
- 4.16 For more information about coverage see [Three.co.uk/coverage](http://Three.co.uk/coverage). Customer has the right to change its mind and return the Equipment within the first 30 days of receipt of the Equipment.
- 4.17 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.

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

- 5.1 As Three owns the SIM and it remains Three's property at all times, Customer must ensure, and must ensure that Users keep it safe and secure whilst it's in Customer's 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 Users must keep all PINs and passwords secure and confidential. Customer is also responsible for keeping the Equipment secure. Customer must also keep any PINs or passwords for any service accessed through its Equipment secure and confidential. Users should immediately change their PIN or password if they 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 will procure that Users only use Three Services:
- (a) as set out in this Agreement; and
  - (b) for Users' own personal use. This means Users must not resell or commercially exploit any of the Three Services or Three's content.
- 6.2 The Business Broadband Service is a domestic service and roaming will not apply. Three is supplying Customer with indoor Equipment for business use at the address you have provided. Should Users roam with Equipment Customer will be charged in line with Three's current Mobile Broadband plans pricing in the relevant Price Guide (available at [www.Three.co.uk/priceguide](http://www.Three.co.uk/priceguide))
- 6.3 Users must not use Three Services or the SIM or allow anyone else to use Three Services or the SIM for illegal or improper uses. For example:
- (a) for fraudulent, criminal or other illegal activity;
  - (b) in any way which breaches another person's rights
  - (c) including copyright or other intellectual property rights;
  - (d) to copy, store, modify, publish or distribute Three Services or their content, except where we give you permission; to download, send or upload content of an excessive size, quantity or frequency. Three will contact Customer if a User's use is excessive;
  - (e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Three Network, the networks or systems of others or Three Services; or to use or provide to others any directory or details about Three customers.
- 6.4 Three Services may only be used for legitimate business purposes and in the manner intended as set out in this Agreement. As an example, without limitation, unacceptable or prohibited activity includes multiple people using an individual unlimited SIM. Three consider that if

Customer/Users regularly use multiple devices with one SIM this is unlikely to be legitimate use as intended under the terms of this Agreement.

- 6.5 If Three determine in Three's sole opinion that Customer or Users use of the Three Services is in breach of the terms of this Agreement and/or exceeds that reasonably expected of someone using the Three Services for legitimate business use, then Three will notify Customer that usage must be modified within a 14 day period, failing which Three may suspend or restrict the Three Service(s) or transfer Customer to a more suitable plan where available. Three will attempt to inform Customer should this action be taken but does not have to.
- 6.6 Customer must 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 Three to update the settings on Customer's Equipment and any instructions regarding the use of Customer's Package, as set out in the Price Guide (available at [www.Three.co.uk/priceguide](http://www.Three.co.uk/priceguide)).
- 6.7 If anyone makes, or threatens to make, any claim or issue legal proceedings against Customer or Users relating to Users' use of Three Services, Customer will, notify Three of this immediately and, at our request, immediately stop the act or acts complained of. If Three asks Customer to, Customer must confirm the details of the claim(s) in writing.
- 6.8 Three has published an acceptable use policy which provides more details about the rules for use to ensure that use of Three Services is not excessive, to combat fraud; and where Three Services Three offers or may introduce certain rules to ensure they can be enjoyed by all Three's customers. The policy will be available on Three's website and may be changed from time to time. Nothing in this section limits Three's rights and remedies (available at law or in equity) in any way with respect to any breach of this Agreement.

#### Responsible use - use of Age Restricted Services

- 6.9 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. Customer must ensure a User is 18 or over before requesting access to Age Restricted Services.
- 6.10 Customer accepts that Three cannot control access to age restricted services obtained over WiFi.

#### Responsible use - use of Three Services outside the UK

- 6.11 Users may accidentally roam if they are in an area close to national borders because the Equipment picks up a network signal across the border. If this is the case, with the exception of Northern Ireland Customer may be charged as if User is roaming on an international network. Three accepts no responsibility for information processing when it leaves Three's control.

## **7. Payment**

- 7.1 Customer must pay Three all Charges in connection with all Three Services which are accessed using the SIM Customer supplies. Customer must pay the Monthly Charge, whether or not the Three Services are used by Users or by another person, with or without Customer's permission. If Customer's SIM and/or Equipment is lost or stolen Customer remains responsible for all the Charges to Customer's account until Customer tells Three what happened and arrange for Customer's SIM and/or Equipment to be deactivated.
- 7.2 Three will send Customer a bill on a periodic basis and this will usually be done monthly. However, Three may change this period, and on no less than 14 days' notice.
- 7.3 Customer's bill will normally include Customer's Monthly Charge for Customer's Package for the next billing period and any administration fees and Additional Charges.
- 7.4 Three will provide bills online. Total Charges on Customer's bill are shown inclusive of VAT (where appropriate).
- 7.5 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 7.8). 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.
- 7.6 Three will notify Customer at least 30 days in advance of any change in Customer's payment date.
- 7.7 Three may need to take legal or other collection action against Customer for non- payment of Charges. This could mean Customer has have to pay Three's reasonable costs and expenses, or the reasonable costs and expenses of our 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%.
- 7.8 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.

## 8. Customer's Rights – Complaints

- 8.1 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.
- 8.2 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>.

## 9. Equipment

- 9.1 Three will provide Customer with the Equipment needed to use the Three Service, this includes all cables needed for the hub to work and a SIM card in order to access the Three Service.
- 9.2 The 5G Equipment provided by Three remains Three's property at all times. All SIM cards also remain Three's property at all times.
- 9.3 Three and its suppliers retain title to and ownership of the software and Equipment provided to Customer and all intellectual property rights in the Equipment and software. Three may need to alter or replace Equipment from time to time. For Three to do this, Three will need Customer to follow Three's reasonable instructions if Three sends Customer replacement Equipment, for example where Three needs to upgrade the Equipment for security or performance improvements. Customer is responsible for making sure that the Equipment is safe and used properly at all times. To do this, Customer agrees to do the following: (a) follow the manufacturer's instructions and any other reasonable instructions Three has given Customer; (b) keep the Equipment under Customer's control (for example, Customer may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against Customer); (c) insure any of the Equipment against any loss, theft or damage for the full replacement value; (d) not tamper with disassemble, misuse, neglect or damage the Equipment; (e) not remove, tamper with or cross out any words or labels on the Equipment; and (f) take proper care at all times to try and prevent the loss or theft of Equipment.
- 9.4 Customer agrees to tell Three as soon as possible about any loss or damage to any part of Three's Equipment. Customer should do this by contacting Three Customer Services. Customer agrees that Customer is responsible for any loss of or damage to the Equipment, regardless of how it happens, unless it is Three's fault. Three will charge Customer for any

loss of or damage to any 5G Equipment or SIM that Customer is responsible for.

- 9.5 Customer will have received certain software in the Equipment at the point of activation of the Three Service, and other software programs Three may deliver to the Equipment from time to time, which the Equipment will automatically accept. Customer may use this software solely in executable code form and solely in conjunction with the Equipment. Customer must not use any unauthorised software on the Equipment.

## 10. Returning Equipment

- 10.1 Customer must return any item of Equipment that:
- (a) Customer is returning because you have notified us that Customer wishes to cancel the Service under the terms of the money back guarantee (see Section 13); or
  - (b) Customer reports to Three as faulty; or
  - (c) Three tell you is faulty or requires replacement for technical reasons.
- 10.2 Three may replace Equipment before you return it, but Customer must still return the item(s).
- 10.3 Three will provide a returns bag so that the item can be returned at no cost to Customer.
- 10.4 Three may test any Equipment reported as faulty by Customer. If it is found to be working, Three may choose to either return or replace it (if Three has not already replaced the item) and charge Customer our costs for testing and postage of the Equipment.
- 10.5 Customer must return any 5G Equipment to Three within 28 days in the following cases (unless Three has informed Customer otherwise):
- (a) if Three or Customer ends this Agreement;
  - (b) if Customer decides to disconnect from some of Three's Services;
  - (c) if Customer take up an offer to upgrade the 5G Equipment Three provides to Customer;
  - (d) if Customer reports the 5G Equipment to be faulty; or
  - (e) if Three requests Customer to return the 5G Equipment for any other reason.
- 10.6 Customer must return the 5G Equipment to Three in a reasonable condition, allowing for fair wear and tear. Three will send a returns bag so that the item can be returned at no cost to Customer. Customer must retain proof of postage of the 5G Equipment.
- 10.7 If Customer fails to return the 5G Equipment after 28 days, as required by Section 10.5, Customer will have to pay a non-return charge. For more information about these charges please see the Business Price Guide.
- 10.8 If Three holds any of Customer's money Three may use that money towards payment of the non-return charge.
- 10.9 Payment of the non-return charge does not transfer ownership of the 5G Equipment to Customer and Customer is still required to return the 5G Equipment. If Customer has failed to do so Three may take legal action to recover it from Customer.
- 10.10 If Customer has any additional Equipment that Customer does not need to return in accordance with Section 10.5, Three encourages Customer to dispose of it responsibly if Customer is no longer using it so please contact Three for further information about disposing of additional Equipment.

10.11 Customer will have received certain software in the 5G Equipment at the point of activation of the Service, and other software programs Three may deliver to the 5G Equipment from time to time, which the 5G Equipment will automatically accept. Customer may use this software solely in executable code form and solely in conjunction with the 5G Equipment. Customer must not use any unauthorised software on the 5G Equipment.

## 11. Three's Rights - Intellectual Property

11.1 All rights in Three Services and their content, belong to Three, or its licensors and Three reserves all of its rights.

11.2 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.

## 12. Suspension of Three Services

12.1 Three may Suspend any or all of the Three Services Customer uses without notice if:

- (a) Three reasonably believe Customer has provided false or misleading details about Customer;
- (b) Three advise Customer that Customer's excessive use of Three Services (as may be defined in accordance with Section 6.3 above or in the Price Guide) is causing problems for other users, and Customer is continuing to use Three Services excessively;
- (c) Three believes Customer's Equipment or SIM has been lost, stolen or is being used in a way not allowed by this Agreement;
- (d) Three reasonably believes that Customer has used Three Services or SIM(s) for illegal or improper purposes in contravention of Three's responsible use requirements in Section 6 above or if Three has reasonable grounds to suspect that Customer is in breach of Applicable Law, or if Customer is in breach of Applicable Law;
- (e) Three receives a serious complaint against Customer which Three believes to be genuine (for example, if Three receives a complaint that Customer is using Three Services in any of the ways prohibited in Section 6);
- (f) Three is required to Suspend the Three Services by the emergency services or other government authorities; or
- (g) where Three reasonably believe Customer is in breach of Applicable Law or that the provision of Three Services to Customer will give rise to (or will continue to give risk to) financial crime risks or could result in enforcement action or other exposure for Three under relevant anti money laundering, financial crime or sanctions laws.

12.2 In addition to the circumstances set out in Section 12, Three may also Suspend any or all of the Three Services Customer uses without notice if:

- (a) Customer hasn't paid the 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 7.5 above); or

- (c) Customer has insufficient credit in its 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.

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

## 13. Ending this Agreement and Disconnection of Three Services

13.1 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](http://Three.co.uk/returns). Customer will need to get in touch with Three Customer Services to arrange Disconnection;
- (b) during the Minimum Term (if Customer has one) by giving notice to Three Customer Services at least 30 days before the date Customer wants to end the Agreement. Customer must pay Three all the Charges Customer owes, plus any Cancellation Fee for Customer's Package (as set out in the Price Guide);
- (c) at the end of the Minimum Term or any time after the Minimum Term has expired, or if Customer doesn't 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. A Cancellation Fee won't be charged; or
- (d) where entitled to do so under Section 3.5.

13.2 Three may end this Agreement in the following ways:

- (a) by giving Customer at least 30 days' notice if Customer's 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 the Three Services on any of the grounds in Section 6 and Three believes that the grounds are serious and have not been, or are unlikely to be, rectified;
  - (ii) if Three believes that Customer's communications with Three Customer Services or any of Three's retailers or agents, or Customer's use of the Three Services, are jeopardising the operation of the Three Network, or are of an unacceptable nature;
  - (iii) where Three reasonably believe that the provision of Three Services to Customer will give rise to (or will continue to give risk to) financial crime risks or could result in enforcement action or other exposure for Three under relevant anti-money laundering, financial crime or sanctions laws or if Three has reasonable grounds to suspect that Customer is in breach of Applicable Law, or if Customer is in breach of Applicable Law;
  - (iv) if Three reasonably believes Customer



won't be able to pay its bill. This could result from a failure to pass one of Three's credit assessments; or

(v) in the event of Customer's bankruptcy or insolvency;

and, in any of these circumstances, Customer has to pay all the Charges it owes up until Three Disconnect Customer;

- (c) if Three no longer has access to other operators' networks which Three needs 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.

#### 14. Effect of this Agreement ending

14.1 If this Agreement ends, Three will close Customer's account and Disconnect Customer and Customer won't be able to use Three Services or make emergency calls over WiFi.

14.2 Customer must:

(a) immediately pay all Charges it owes up to the date the Agreement ends. If Three ends the Agreement due to Customer's conduct including Section 13.2, the Charges will include a Cancellation Fee. Where Customer has terminated the Agreement within the Minimum Term (except as set out in Section 3.5) the Charges will include a Cancellation Fee.

(b) Return the Equipment to Three (undamaged and in its original packaging where possible and including supplied SIM Cards, leads or accessories) in accordance with Section 10.

14.3 Three may bill Customer up to 4 months following the Disconnection of its account, in respect of Charges that were incurred during the term of the Agreement, but not billed prior to the date of Disconnection. In accordance with Section 7, Customer must pay Three all Charges in connection with all Three Services which are accessed using the SIM Three supplied.

#### 15. Liability

##### Limits on liability

15.1 All of Three's obligations to Customer relating to Three Services are set out in this Agreement. If Customer wishes to make any change to this Agreement or rely on any other term, Customer must obtain Three's Agreement to the change of term in writing.

15.2 Subject to Section 15.7 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.

15.3 Subject to Section 15.4 and 15.7 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.

15.4 Nothing in this Agreement shall exclude or restrict the liability of Customer for claims in respect of Customer's obligations under Section 13.1(b), 6.3, and 7.1.

15.5 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.

15.6 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.

15.7 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 - Areas where Three has no responsibility

15.8 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 15.7 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.

15.9 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 we have no responsibility.

15.10 Customer 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 Customer with such access, all Three does is transmit the content to Customer and Three doesn't

exercise control over the content, goods or services. Three is not responsible or liable in any way for, and doesn't 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 Three supplies to third parties who provide content, goods or services on the Three Network.

15.11 This Section 15 will apply even after this Agreement has ended.

## 16. Data Protection

16.1 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.

16.2 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).

16.3 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

16.4 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:

16.5 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 16, 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 16. 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**

#### 16.6 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.

#### **17. Notices**

- 17.1 Three's website, Three.co.uk, is a great source of information that Customer may find useful when using the Three Services - it's the most up to date source of information about Three and Three Services.
- 17.2 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 your most recent contact details given to Three (if any).

#### **18. Other terms**

- 18.1 This Agreement is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.
- 18.2 In relation to the Agreement, both parties shall:

- (a) comply with Applicable Law;
  - (b) notify each other in the event of a breach of Applicable Law; and
  - (c) notify each other of any change in status in respect of Applicable Law
- 18.3 A breach of this Section 18.2 shall constitute an irremediable material breach of the Agreement.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 Customer confirms that it has full contractual capacity to agree to the Agreement and is able to pay the Charges.
- 18.9 Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.
- 18.10 Three's registered company number is 03885486 (England and Wales) and its registered office is at 450 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF.

## **Definitions**

Where the Terms use these words they have the following meanings:

**Additional Services:** any additional services that Three may make available to Customer or Users from time to time.

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

**Ancillary Services:** optional services which Three may charge relating to Customer or its Users use of the Three Services as listed in the Price Guide.

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

**Applicable Law:** means all applicable regional, national and international laws, regulations, rules, requirements, sanctions, embargoes and binding guidance, standards and directions, including those imposed by any governmental or regulatory or judicial authority, in each case which apply from in each case which apply from time to time to the person or activity in the circumstances in question;

**Cancellation Fee:** means a fee charged if Three ends the Agreement due to Customer or Users conduct or if Customer ends their Agreement within the Minimum Term after the first 30 days from the day Customer receives the Equipment. The fee is set out in the Price Guide and is calculated as a lump sum equivalent to the total of the Monthly Charges remaining during the Minimum Term of Customer's Agreement.

**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, Additional Services usage charges (for example, charges for Outside of Allowance Services or Additional Services), account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments from Customer.

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

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

**Connection:** the procedure by which Three gives Customer or a User access to Three Services. 'Connect', 'Connected', 'Connecting', and 're-connection' have corresponding meanings.

**Customer Agreement Form:** means the document provided to Customer by Three following completion of such Customer's sale for the relevant Three Services, which sets out the commercial details of Customer's relevant Three Services;

**'Customer's Package'** means the Package Customer has chosen, details of which are set out in the Three Business Agreement, including any 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 being Connected to Three. The Packages Three offer may be changed or withdrawn from time to time, and can be viewed at [Three.co.uk](http://Three.co.uk) or details requested from Three Customer Services.

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

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

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

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

**Minimum Term:** the minimum fixed term for the supply of Three Services as set out in Customer's Package.

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

**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.

**PEP:** a politically exposed person who has been appointed by a community institution, an international body or a state, including the UK, to a high-profile position within the last 12 months.

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

**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 Price Guide.

**Returns Period:** the number of days Customer has to cancel their Agreement and/or return the Equipment, as detailed in the Returns Policy, or as stated in the Three Business Agreement.

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

**SIM:** a card which enables Customer or a User to access Three Services.

**Storage Services:** any Three Services which offer Customer storage capacity on the Three Network for storage of content which is accessed from Three Services.

**Suspension:** the procedure by which Three temporarily Disconnect 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 Business Agreement:** means the document provided to Customer by Three following completion of such Customer's sale for the relevant Three Services, which sets out the commercial details of Customer's relevant Three Services;

**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 (and/or Service(s)):** the fixed wireless access broadband services offered by Three 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](https://www.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.