



## Terms and Conditions for using the Three Network

for consumer customers who joined or upgraded on or after 8<sup>th</sup> September 2024 on our Three Your Way SIM Only plans, Airtime Plans, Data SIM Plans and Connect Plans and Mobile Broadband plans for MiFis and Dongles.

If you'd like a copy of these Network Terms or other communications (other than marketing communications) related to your services in an alternative format (e.g. Braille or large print) please contact Three Customer Services on 333 from your Three Phone or 0333 338 1001 from a non-Three phone. For more information on Three's accessibility services please see <https://www.three.co.uk/Accessibility>

### Network Terms Summary

Here's a quick summary of some of the key points that we'd like you to be aware of. The full Network Terms are below - it's important that you read and understand them before you start using Your Plan. At the end of these Network Terms we've set out definitions of capitalised words used in these Network Terms. If there is any inconsistency between this summary, and the full Network Terms set out below, the full Network Terms will apply.

**Your Minimum Commitment:** You agree to stay with us for the Minimum Term. The minimum price for Your Plan is the Monthly Charge for the Minimum Term.

**Annual Price Increase:** Each April, your Monthly Charge will increase by a fixed amount depending on your plan's data allowance. Plans 4GB or less & Smartwatch Pairing Plans will increase by £1.00 per month. Plans from 5GB to 99GB will increase by £1.25 per month. Plans 100GB or over will increase by £1.50 per month. All Home Broadband plans will increase by £2.00 per month.

Monthly Price until March 2025	Monthly Price from April 2025 to March 2026	Monthly Price from April 2026 to March 2027
Price A	Price A plus price increase set out above (=Price B)	Price B plus price increase set out above (= Price C)
We've set out an example below, showing how this would work. If your Monthly Charge is £30 and your data allowance is 4GB on a Pay Monthly SIMO plan this means that your Monthly Charge will increase each April by £1 per month.		
£30.00	£30.00 + £1 = £31	£31 + £1 = £32

**Other Changes:** If we make any changes to this Agreement, Charges, Your Plan, Three Services or Third Party Extras and those changes give you a right to terminate this Agreement we will notify you at least 30 days in advance of such changes being made. We may also make certain changes (for example in relation to Add-ons which you do not use) that will not give you a right to terminate this Agreement and those changes will be published on our website. For further information regarding your right to terminate this Agreement when we make changes see Section 4.4 and 10 below.

**Our Network:** We'll try to provide you with a great quality Three Network at all times within our 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 we're carrying out maintenance work, if you're outside our coverage area, or if you're in a tunnel for example. Throughout 2023 and 2024, we will be making changes to and upgrading the Three Network. Following some of these changes, you will need a 4G or 5G handset capable of making voice calls on the 4G network, or a 4G or 5G router to access the Three Services. 3G-only devices, and early 4G handsets that can only make 3G voice calls, will no longer work on the Three Network, in areas where planned work is carried out. See Section 5 below.

**Breaking this Agreement:** If you don't pay your account on time or we reasonably believe that you haven't complied with certain terms of this Agreement, we may suspend or disconnect the Three Services and/or Third Party Extras you receive, but you still must pay all outstanding Charges (including a Cancellation Fee for disconnection). See Sections 9 and 10.3 below.

**Ending this Agreement:** How you can end this Agreement depends on whether you're in your Minimum Term or not, and whether we've made any changes to this Agreement that are likely to impact the Three Services and or Third Party Extras you receive. Please see the below Table 1 for a summary of how and when you can end this Agreement. Where applicable, the Cancellation Fee will be the total of the Monthly Charges remaining during the Minimum Term of this Agreement less a variable discount, currently 3%.

**Your Information:** You agree that we can process your information which we collect and / or which you give to us during any sales or registration process, for a number of purposes, including, but not limited to, opening and managing an account for Three Services and Third Party Extras, to deliver products and services ordered by you, for credit checking and fraud prevention, and for product analysis and direct marketing (subject to your preferences). For more information on how we collect, share and use your data see Section 13 below and our Privacy Policy at [https://www.three.co.uk/your\\_privacy](https://www.three.co.uk/your_privacy).

**Device Plan:** This Agreement is separate from your Device Plan. If this Agreement is terminated you will still be required to continue to comply with your obligations under the Device Plan.

**Table 1**

When you wish to end this Agreement	Notice Period	What to Do?	Charges Payable
During the Returns Period	The Agreement will end when you notify us.	Contact Three Customer Services or choose to switch <a href="#">Leave Three - Three Customer PAC or STAC</a>	Charges for Three Services and Third Party Extras used.  <b>Connect Together/ Multi Line discount:</b> *please see info below this table.
During your Minimum Term (but outside of any Returns Period)	You can end this Agreement at any time, on 30 days' notice.	Contact Three Customer Services or choose to switch <a href="#">Leave Three - Three Customer PAC or STAC</a>	All outstanding Charges payable plus your Cancellation Fee.
Outside of your Minimum Term/if you have no Minimum Term	You can end this Agreement at any time, on 30 days' notice.	Contact Three Customer Services or choose to switch <a href="#">Leave Three - Three Customer PAC or STAC</a>	All outstanding Charges payable

We notify you that we are making a change to the Three Services and/or Third Party Extras you receive, and this notice tells you that if such changes are not acceptable to you, you may terminate this Agreement.	You can end this Agreement in accordance with the terms of the notice we send you.	Contact Three Customer Services or choose to switch <a href="#">Leave Three - Three Customer PAC or STAC</a>	All outstanding Charges payable
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**\*Connect Together/ Multi Line discount:** For full terms and definitions, please refer to the Connect Together terms and conditions at [three.co.uk/terms-conditions/three-products-and-services](https://three.co.uk/terms-conditions/three-products-and-services). If you cancel your Qualifying Plan during the Cooling-off Period (as defined in Three's Returns and Exchanges Policy found at [three.co.uk/terms-conditions/returns-and-exchanges](https://three.co.uk/terms-conditions/returns-and-exchanges)) of your Qualifying Plan, we will not apply the Connect Together discount to Additional Plan/s unless you have a remaining Plan which can replace the Qualifying Plan.

## Network Terms

### 1 Who's who and what's what

#### 1.1 When we say:

- (a) 'we', 'us' or 'our', we mean Hutchison 3G UK Limited, trading as 'Three', (company number 03885486), with its registered address at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF;
- (b) 'you' or 'your', we mean you, our customer whose name appears on the Contract Agreement Form;
- (c) 'Agreement', we mean your agreement with us for the supply of Three Services and Third Party Extras which includes these Network Terms. Section 2.1 explains what other documents make up this Agreement.

1.2 We've set out at the end of these Network Terms definitions of the capitalised words we use in these Network Terms.

### 2 About this Agreement

#### 2.1 This Agreement is made up of:

- (a) these Network Terms (including any policies, rules and/or instructions issued under it);
- (b) the Price Guide at <https://www.three.co.uk/terms-conditions/price-guides>;
- (c) the Customer Agreement Form;
- (d) the Contract Summary and Contract Information which we sent to you before you entered into this Agreement;
- (e) any other terms in relation to additional Three Services or Third Party Extras as set out in the Price Guide or otherwise at <https://www.three.co.uk/terms-conditions/paym-and-payg>;

(f) any other terms relating to special offers or promotions. Promotional terms can be found under the heading "Special Offers & Promotions" at <https://www.three.co.uk/terms-conditions/paym-and-payg>;

(g) our Returns Policy which can be found under the heading Returns & Exchanges at <https://www.three.co.uk/terms-conditions/paym-and-payg>; and

(h) our Privacy Policy at [https://www.three.co.uk/your\\_privacy](https://www.three.co.uk/your_privacy).

If there is a conflict between any of the terms set out in these documents, the term in the document which is highest in the list (with (a) being the highest) shall take priority.

2.2 This Agreement is personal to you as the Account Owner. You can't pass your rights or responsibilities to anyone else - even if we give you more than one SIM or eSIM Profile. You are responsible for other people that use or access the Three Services and Third Party Extras (e.g. Users) provided to you under this Agreement. It's your responsibility to make sure the SIMs or eSIM Profiles are only used to access Three Services and Third Party Extras as allowed under this Agreement.

2.3 You confirm that you are a consumer customer who is resident in the UK, has a UK billing address and that you are using the Three Services and Third Party Extras for your own personal use.

2.4 This Agreement doesn't cover:

- (a) any products or services you buy while using Three Services or Third Party Extras; or
- (b) the supply of your Device.

### 3 When this Agreement and Plan start

3.1 This Agreement starts when you agree to enter into an agreement with us.

3.2 Your Minimum Term starts on the Commencement Date set out in your Contract Agreement Form, unless we notify you otherwise.

Plan starts on the day your Device is delivered, unless you purchase or collect your Device from a retail store, in which case Your Plan starts on the day of collection,

### New Customers

3.3 Subject to Section 3.4 or 3.5:

unless we agree an alternative date with you.

- (a) if you purchase a Plan from a Three retail store, Your Plan starts straight away.
- (b) if you purchase a Plan online or over the phone and collect it from a Three retail store, Your Plan starts on the day you collect your order.
- (c) if you purchase a SIM Only Plan online, over the phone, or you make your purchase in a Three retail store and your SIM is subsequently sent to you, Your Plan starts on the day the SIM is dispatched, unless you choose one of our premium delivery options, in which case Your Plan starts on the day the SIM is delivered.
- (d) if you purchase a Plan and a Device online, or over the phone, or you make your purchase in a Three retail store and your Device and SIM are subsequently sent to you, all Plans included in your order – including any other SIM Only Plans – start the day the Device and SIM/s are delivered.

3.4 If you purchase a SIM Only Plan with an e-SIM, Your Plan starts straight away.

3.5 If you purchase a Plan and a Device with an e-SIM, Your Plan starts on the day your Device is delivered.

### Existing Customers

3.6 For existing customers who have entered into a new agreement for a new Minimum Term:

- (a) if you purchase a new SIM Only Plan, Your Plan starts straight away; or
- (b) if you purchase a new Plan and a Device, Your

## 4 Changes to this Agreement or prices

### Changes we can make

**4.1 Each April, your Monthly Charge will increase by a fixed amount depending on your plan's data allowance. Plans 4GB or less & Smartwatch Pairing Plans will increase by £1.00 per month. Plans from 5GB to 99GB will increase by £1.25 per month. Plans 100GB or over will increase by £1.50 per month. All Home Broadband plans will increase by £2.00 per month. An example of how this may impact you is set out in the Network Terms Summary above.**

4.2 In addition to the annual price increase as set out under Section 4.1 above we may at any time make changes to the Three Services, Third Party Extras and/or any of the terms of this Agreement, including our Plans or Charges. Such changes may include (but are not limited to):

- (a) discontinuing or amending Your Plan or the Three Services;
- (b) changing or introducing new Charges in respect of our Additional Services, Outside of Allowance Services or Plan Extras;
- (c) making changes that are permitted or required to comply with law or regulation, a code of practice, regulator or a court of competent jurisdiction;
- (d) changing removing or terminating any discounts or Three Services which you were informed at the time of purchase would be changed, removed or terminated during or following the end of the Minimum Term;
- (e) amending these Network Terms to include additional

information or to clarify their meaning;

- (f) no more than once per month, making changes as a result of any changes to services or increases in charges imposed on us by third parties e.g. changes to roaming costs or international call costs or premium rate service charges where such changes are related to the costs/price increases charged to us by wholesale partners or providers;
- (g) making changes that are, in our reasonable determination, required to maintain or improve the quality or security of the Three Services;
- (h) making changes that are required due to changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or change content; and/or
- (i) making changes to the way the Three Services and/or Third Party Extras are presented and delivered to the Device or are otherwise made available to you.

#### **Changes which give you a right to terminate this Agreement**

4.3 Other than in respect of those changes detailed in Sections 4.8 and 4.9 where any proposed changes to this Agreement, including our Plans, Three Services, Third Party Extras or Charges impact Your Plan and the Three Services or Third Party Extras which you use and are not:

- (a) exclusively for your benefit;
- (b) of a purely administrative nature and have no negative effect on you; or
- (c) due to a change in law or regulation e.g. changes to VAT;

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

4.4 Subject to Sections 4.5, 4.6 and 4.8, where we have provided you  
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with notice under Section 4.3 above and this notice informs you that you have a right to terminate, you can, following receipt of any such notice and if such proposed changes are not acceptable to you, terminate this Agreement by giving notice to Three Customer Services or choose to switch providers within that 30 day notice period.

4.5 Where we notify you in accordance with Section 4.3 about a change which relates only to an Add-on which has no minimum term or has a minimum term or notice period of 30 days or less, you may only terminate the Add-on to which the change relates and not this Agreement.

4.6 If you carry on using Your Plan, the Three Services and/or Third Party Extras after the 30 day notice period provided in accordance with Section 4.3, you will be deemed to have accepted the change, and will not be able to subsequently terminate this Agreement under the terms of the notice i.e. with no Cancellation Fee.

4.7 If you terminate this Agreement in accordance with Section 4.4 during the 30 day notice period provided by Three, no Cancellation Fee will be applicable to such termination by you. If you terminate this Agreement for any other reason during the Minimum Term, a Cancellation Fee may be payable (as detailed in Section 11.2).

#### **Permissible Changes**

4.8 You shall not have a right to terminate this Agreement under Section 4.4 in respect of changes we make:

- (a) to your Monthly Charge in accordance with Section 4.1;
- (b) in connection with Add-ons which you have not opted to receive;
- (c) in connection with Ancillary Services which you have not opted to receive and/or are not provided on a recurring basis;
- (d) in connection with Plan Extras not included in Your Plan;
- (e) under Section 4.2(d);

- (f) under Section 4.2(f) which in our reasonable determination is not likely to be of material disadvantage to you;
- (g) in connection with Outside of Bundle Services;
- (h) which have no negative impact on this Agreement, Your Plan or your use of the Three Services or Third Party Extras; or
- (i) in connection with Three Services or Third Party Extras that are often subject to change due to their nature. For example as set out under Section 5.11(a),

and you shall be notified of such changes in accordance with Section 4.11.

4.9 Where a third party makes changes in connection with a Third Party Extra, we will have no obligation to notify you of such change and you shall have no right to terminate this Agreement as a result without paying the Cancellation Fee.

#### **How we will notify you about changes**

- 4.10 If we make a change that will give you a right to terminate this Agreement or an Add-on without payment of a Cancellation Fee in accordance with this Section 4 we will provide you with notice at least 30 days in advance of such changes taking place.
- 4.11 If we make a change will not give you a right to terminate this Agreement or an Add-on without payment of a Cancellation Fee we will publish such changes on our website and may provide notice by any other means as we consider appropriate.

### **5 What we'll provide to you**

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

5.1 We'll open an account for you and provide you with a SIM or eSIM Profile and a Three phone number.

5.2 We own each SIM and eSIM Profile, which remain our property at all times. You're being allowed to use the SIM or eSIM Profile by us on a limited licence to allow you to access Three Services.

5.3 Each SIM or eSIM Profile can only be used in Devices which are authorised by us for Connection to the Three Network. If you try to use the SIM in another device, it may damage the device and affect your usage (including making emergency calls). In these instances, we're not responsible for any such damage or usage problems.

5.4 You can move your existing phone number to Three. First, you need to ask your previous mobile network operator for your PAC, and then you will need to give your PAC to us. Once we've checked the details of your request, we'll confirm the date when your phone number will be moved to Three. If the move is delayed and the delay is our fault, you will receive compensation on your Three account within 30 days. For anything else just get in touch at <https://www.three.co.uk/support/contact-us>. Guidance on our switching process is available on our support pages: [three.co.uk/support/switching](https://www.three.co.uk/support/switching).

5.5 You can move your Three phone number to another mobile network operator. First, you need to ask us for your PAC. Once we've checked the details of your request, we'll give you your PAC which must be used within the time specified. Your Three Services and Third Party Extras will be discontinued once your number has been successfully transferred. If you move your Three phone number to another mobile network operator within your Minimum Term (if you have one), you must pay us all the Charges you owe, plus any Cancellation Fee for Your Plan. Guidance on our switching process is available on our support pages: [three.co.uk/support/switching](https://www.three.co.uk/support/switching).

#### **Three Services**

5.6 Once you're Connected to Three and Your Plan has started (as set out under Sections 3.3 to 3.6) we'll provide you with access to Three Services and Third Party Extras.

5.7 You may also be able to upload and send your own content using Three Services. You grant us an irrevocable, royalty free, perpetual and worldwide licence to store, (including cache) and transmit any content you upload.

5.8 We:

- (a) may change or withdraw some, or part, of Three Services and/or Third Party Extras 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 we make, you may have a right to end this agreement, as explained in Section 4;
- (b) may also determine how Three Services and/or Third Party Extras are presented and delivered to the Device or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time;
- (c) may deploy traffic management measures, known collectively as TrafficSense™, across the Three Network to protect the network and to ensure an enjoyable internet experience for the vast majority of our customers. For details see [Three.co.uk/trafficsense](http://Three.co.uk/trafficsense). We reserve the right to review and amend any such measures from time to time.

5.9 Smartwatch Pairing

- (a) These Network Terms also apply to any Smartwatch Pairing Plans which you have entered into with Three or have added as an Additional Service. Smartwatches can only be paired with compatible Phones which are listed on the manufacturer's website. The Smartwatch Pairing Plan does not include any calls, texts or data so your Secondary Device must be paired with your Primary Service to enable the Secondary Device to share the allowances included in Your Plan. Using your Secondary Device will deplete the allowances in Your Plan. If you exhaust the allowances included in Your Plan, you will be charged for any Outside of Allowance Services you use at the rates set out in the Price Guide. You need to have an active Primary Service for the

duration of the Smartwatch Pairing Plan to be able to share allowances with your Secondary Device. If you cancel your Primary Service you will not be able to use data or make or receive calls or texts on your Secondary Device unless you pair your Secondary Device with a different Three Primary Service. You will need to be in a 3G or 4G coverage area to be able to use Smartwatch Pairing to connect to the internet from your Smartwatch. You cannot use the Smartwatch Pairing Plan to share the allowances from Your Plan in destinations outside the UK, although you can still use the functionality of your Smartwatch over Bluetooth or WIFI.

5.10 Access to the Emergency Services

- (a) You can make free calls to emergency services from your Phone in the UK by calling 999 or 112. When you're outside of Three's coverage area in the UK, your Phone will try to locate another mobile network so that you can try to contact the emergency services (however, neither your mobile phone number nor your Location Data will be transmitted to the emergency services in these circumstances). If you need to contact the emergency services while you're roaming abroad, you will need to call 112 (this number is

recognised by most mobile operators worldwide) or the local emergency services number if different (however, neither your phone number nor your 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) on your Phone. If you want to call the emergency services, you will need to make a normal voice call from your Phone.

- (b) If you want to call the emergency services with our WiFi Calling service, please note that your call may be interrupted or end if you have a power cut or your internet connection fails. If you are having problems connecting with WiFi you may wish to use a mobile or fixed network connection (instead of WiFi) and/or



register (and keep us up to date) on the address where you plan to use our WiFi calling services (so we have your latest location information to hand for emergency organisations in case of an emergency). You may also be asked to confirm or provide your location when making an emergency call (to help emergency organisations identify the services you need). Please also note that emergency service calls can't be made using Skype on your Phone. For instructions on how to make emergency calls from your Smartwatch when using Smartwatch Pairing, please see the manufacturer's instructions for your Smartwatch.

- (c) If you have difficulties hearing or are speech impaired and you need emergency assistance, you can send a text message with details of your location to 999 or 112. The text will be converted and passed to the appropriate emergency service but you will need to register your Phone before you can use this service. Details on how to do this are available at [www.emergencysms.org.uk](http://www.emergencysms.org.uk)
- (d) If you have a Device, other than a phone, such as a Tablet, which is capable of making telephone calls, you may be able to use this to make free calls to emergency services in the UK by calling 999 or 112, however your Location Data may not be transmitted to the emergency services in these circumstances.
- (e) If you have a Device that operates on Android operating system 2.3 and above, on calling 999 or 112 while in the UK and connected via the Three Network, your Location Data may be automatically transmitted to the emergency services to help them locate you in an emergency.

#### 5.11 Coverage and network speeds

- (a) We'll always try to make Three Services available to you. However, there may be areas where you don't have access to all Three Services or where coverage is otherwise limited or unavailable or network speeds

are slower than expected. Throughout 2023 and 2024, we will be making changes to and upgrading the Three Network. Following some of these changes, you will need a 4G or 5G handset capable of making voice calls on the 4G network, or a 4G or 5G router to access the Three Services. 3G-only devices, and early 4G handsets that can only make 3G voice calls, will no longer work on the Three Network, in areas where planned work is carried out. For more information about coverage see [Three.co.uk/coverage](http://Three.co.uk/coverage).

- (b) The data speeds that you'll experience on our network will vary due to a number of factors including your distance from the nearest mast, your location in a building, local geography, congestion and the type of equipment that you're using- for example, you'll only be able to enjoy 4G speeds if you're in a 4G coverage area and using a 4G device.

#### 5.12 Broadband speeds

- (a) Our advertised and estimated maximum upload and download speeds for our broadband internet services, provided as part of the Three Services, are set out in our estimated broadband speeds table, available at: [www.three.co.uk/broadband-speeds](http://www.three.co.uk/broadband-speeds)
- (b) We do not guarantee that our broadband service will achieve any specific speeds. The speeds achieved by our broadband service will depend on factors such as your geographic location, the type of walls and windows in your building, the number of people using the network, the external environment, and the correct setup of your hub.
- (c) We may implement measures to manage the traffic across our network in exceptional circumstances to prevent impending network congestion and/or mitigate the effects of any exceptional or temporary network congestion. We may also implement traffic management measures in order to meet our legal obligations, preserve the integrity and security of our

networks, services, or terminal equipment, or to provide you with any particular services you have 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)

- (d) The variability of the download and upload speeds achieved, and the technology used to access the broadband services, may affect your experience of our services and your ability to access and distribute information and content, and use and provide applications and services.
- (e) In the event that you experience continuous or regularly recurring disruption to the broadband services you may be entitled to a price reduction based upon the period of the disruption, in accordance with Section 5.13(b).

#### 5.13 Disruption to Three Services

- (a) 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 we cannot guarantee continuous fault-free service. For example:
  - (i) when we need to perform upgrading, maintenance or other work on the Three Network or Three Services;
  - (ii) when you move outside Three's 3G or 4G service area while you're on a call (in this case calls may end) or using data (in this case, your connection may be lost);
  - (iii) when you're in areas not covered by the Three Network. In this case, Three Services relies on

other operators' networks, over which we have no control; and/or

- (iv) because of factors outside our control, such as the features or functionality of your Device, 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.

- (b) In the event that you experience continuous or regularly recurring disruption to Three Services (such as where your access to Three Services is limited or unavailable) you may 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 your Monthly Charge. To receive a credit or refund you'll need to report to us a disruption on the Three Network in order that we may investigate your concerns, consider the extent to which you use the Three Services in question and measure the disruption against your typical usage history. An alternative means of accessing the disrupted Three Service (for example, using Wi-Fi Calling) must also be unavailable to you. This is without prejudice to any remedies which may be available to you under consumer law (as explained more fully at Section 12.3) or general contract law, including damages or early termination of this Agreement (where the disruption to Three Services is very serious). Please contact us as set out in Section 7 (Your Rights - Complaints) and we'll work with you to find an appropriate resolution for your particular circumstances.

#### 5.14 Goodwill gesture or credit

Unless otherwise stated to you in writing, if we apply a monetary goodwill gesture or credit to your account during the course of this Agreement, such monetary goodwill gesture or credit may not be redeemed for cash and may solely be redeemed against your use of Three Services.

## 6 What you'll do in return - Personal Security

- 6.1 As we own the SIM and it remains our property at all times, you must ensure that you keep it safe and secure whilst it's in your possession and you must ensure that you're able to return it to us, if required. We may charge you for any replacement SIM (as set out in our Price Guide).
- 6.2 You must keep all PINs and passwords secure and confidential. You're also responsible for the security of your Device and must make sure that you keep it secure (see the Device manufacturer's user guide for details of how to keep your Device secure). You must also keep any PINs or passwords for any services you access through your Device secure and confidential.
- 6.3 You should immediately change your PIN or password if you become aware that someone is accessing Three Services and/or Third Party Extras on your account without your permission.

### Responsible use - How you use the Three Services

- 6.4 You may only use Three Services and Third Party Extras:
- (a) as set out in this Agreement; and
  - (b) for your own personal use. This means you must not resell or commercially exploit any of Three Services, Third Party Extras or our content.
- 6.5 You mustn't use Three Services, Third Party Extras, 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 including copyright or other intellectual property rights;

- (c) to copy, store, modify, publish or distribute Three Services or their content, except where we give you permission;
  - (d) to download, send or upload content of an excessive size, quantity or frequency, or Artificially Inflated Traffic. We'll contact you if your use is excessive;
  - (e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Three Network, the networks or systems of others or Three Services and/or Third Party Extras; or
  - (f) to use or provide to others any directory or details about Three customers.
- 6.6 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of your account. This includes (but is not limited to) any instructions from us to update the settings on your Device and any instructions regarding the use of Your Plan, as set out in your 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 you relating to your use of Three Services and/or Third Party Extras, you will, notify us of this immediately and, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.
- 6.8 We have published an acceptable use policy which provides more details about the rules for use of certain Three Services and Third Party Extras:
- (a) to ensure that use of Three Services either in the UK or in our Go Roam Destinations is not excessive;
  - (b) to combat fraud;
  - (c) to protect Three's employees from abuse or harassment; and

- (d) where Three Services or Third Party Extras we offer or may introduce require certain rules to ensure they can be enjoyed by all our customers.

This policy is available on our website and may be changed from time to time.

### Responsible use – How you use the Messaging Services

6.9 While using the Messaging Services, you must not send or upload:

- (a) anything that is copyright protected, unless you have permission;
- (b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.

6.10 We may put limits on the use of certain Three Services, such as Messaging Services. For example, we may limit the size of messages.

6.11 While we have no obligation to monitor the Messaging Services, if you exceed our published use limits, or we're made aware of any issues with your use of these Three Services (for example, if we're made aware that you're using Three Services in any of the ways prohibited in Section 6.9 above) we reserve the right to remove or refuse to send or store content on your behalf. You may still be charged for any content which is blocked or removed.

### Responsible use - Content Filter

6.12 Access to 18 rated content (such as 18 rated films and games) over the Three Network is only available to you if you can prove that you are over 18 by calling Three Customer Services or accessing the Three App and providing the requested evidence. Only you, the Account Owner, can adjust the content filter settings on Users'

accounts and the Account Owner is responsible for ensuring that only Users over the age of 18 have access to 18 rated content.

6.13 You accept that we cannot control access to 18 rated content obtained over WiFi as our content filter is only effective in respect of services accessed via the Three Network.

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

6.14 If you use Three Services or Third Party Extras from a country outside the UK:

- (a) your use of Three Services or Third Party Extras may be subject to laws and regulations that apply in that other country, and we're not responsible for your failure to comply with those laws or regulations;
- (b) you will be roaming on another operator's network so:
  - (i) you may not receive the same level of coverage and speed as you're used to on the Three network. We have no liability if you're 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) we accept no responsibility for information processing when it leaves our control.

6.15 Use of Three Services in our Go Roam Destinations is subject to our fair use policies, as published in your Price Guide, which may be updated from time to time. See <https://www.three.co.uk/terms-conditions/price-guides>.

6.16 If you use Three Services in our Go Roam in Europe destinations, you can use your voice minutes, text messages and/or a portion of your data allowance each month subject to paying a daily charge of £2 to unlock your allowance for 24 hours in our Go Roam in Europe destinations. Any use in excess of the monthly fair use data limit, but within any available data allowance, will be subject to a

surcharge. Fair use policies and the daily roaming charge are set out in more detail in your Price Guide.

- 6.17 If you use Three Services in our Go Roam Around the World destinations, you can use a portion of your allowance of voice minutes, texts and data each month subject to paying a daily charge of £5 to unlock your allowance for 24 hours for use in our Go Roam Around the World destinations. Any use in excess of your monthly fair use data limit, but within any available data allowance, will be subject to a surcharge. If you exceed any of the fair use limits for minutes or texts in any two months within a rolling 12- month period, we have the right to suspend international roaming on your account, meaning you will no longer be able to use your device or allowances abroad. We'll let you know in advance if this is likely to happen.
- 6.18 If you use Three Services in our Go Roam Around the World Extra destinations, you can use a portion of your allowance of voice minutes, texts and data each month subject to paying a daily charge of £7 to unlock your allowance for 24 hours. Any use in excess of your monthly fair use data limit, but within any available data allowance, will be subject to a surcharge. If you exceed any of the fair use limits for minutes or texts in any two months within a rolling 12- month period, we have the right to suspend international roaming on your account, meaning you will no longer be able to use your device or allowances abroad. We'll let you know in advance if this is likely to happen.
- 6.19 If you roam exclusively in one or more of our Go Roam Destinations (including Go Roam in Europe, Go Roam Around the World and Go Roam Around the World Extra) for any two complete months in a rolling 12-month period, we may suspend international roaming on your account, meaning you will no longer be able to use your device or allowances abroad. We'll let you know in advance if this is likely to happen. If you spend a full month abroad but some of that time is spent in a destination that isn't included in Go Roam, this fair use policy won't apply.
- 6.20 You may accidentally roam if you're in an area close to national borders because your Device picks up a network signal across the border. If this is the case, then you may be charged as if you were roaming on an international network.

- 6.21 You must pay us all Charges in connection with all Three Services which are accessed using the SIM or eSIM Profile we supply to you. You must pay the Monthly Charge, whether or not your allowance of voice minutes, text messages and/or data are consumed by you or by another person, with or without your permission. You must also pay for all Three Services and Third Party Extras which don't involve a conversion of voice minutes, text messages and/or data within your allowance and which are accessed using the SIM or eSIM Profile we supply to you or which are accessed using your Device, whether the Three Services or Third Party Extras are accessed by you or by another person, with or without your permission. If your SIM and/or Device is lost or stolen you remain responsible for all the Charges to your account until you tell us what happened and arrange for your SIM, eSIM Profile and/or Device to be deactivated.
- 6.22 We will start to bill you for Three Services and Third Party Extras when Your Plan starts as set out in Section 0. We'll send you a bill on a periodic basis and this will usually be done monthly. However, we may change this period, and we would give you at least 14 days' notice of this.
- 6.23 Your bill will normally include your Monthly Charge for Your Plan for the next billing period and any administration fees along with Charges for your use of the Three Services and Third Party Extras in the UK in the last period and outside the UK in prior periods (if not within your allowance). If Your Plan includes an allowance, this will be made up of the voice minutes, text messages and/or data each month as set out in your Contract Agreement Form. If you haven't used all of that monthly allowance by the time we bill you, it will expire and your monthly allowance will then start again on each monthly bill date (which you will see on your bill).
- 6.24 Charges on your bill are shown inclusive of VAT (where appropriate).
- 6.25 You must make your payment by the due date. However, we may also submit an interim bill or require an immediate payment if we think you have exceeded a reasonable limit on your account. Your bill will state the amount of the Charges due from you and the due date by which you must make payment. If you fail to pay your account on time, you will be breaking this Agreement and we may

## **Paying your Bills**

Suspend or Disconnect you. In this case, you will have to pay any outstanding Charges. We may set a credit limit on your account. If you exceed the credit limit we set, we may Suspend any or all of the Three Services and/or Third Party Extras you use until you've made a payment to your account. You shouldn't use the credit limit for budgeting as the amount you owe isn't capped or limited by any credit limit we set.

6.26 Three will notify you at least 30 days in advance of any change in your payment date.

6.27 We may need to take legal or other collection action against you for non-payment of Charges. This could mean you have to pay our reasonable costs and expenses, or the reasonable costs and expenses of our assignees, including legal and administration costs. Interest may be added on a daily basis to any unpaid Charges and costs, at 2% per annum above the base rate of HSBC Bank plc, from the date payment is due until it is received.

6.28 As a condition of signing up to Three Services and Third Party Extras, we require you to set up a direct debit to pay your Charges and you will benefit from a discount to your Monthly Charge if you pay by this efficient means. In order to maintain this discount, you must continue to have a valid direct debit or other Recurring Payment Method in place. If you don't have a Recurring Payment Method in place, and pay us by other means, you won't benefit from the discount. Please see the Price Guide for further details of the discount amount and Recurring Payment Methods we accept.

## **7 Your Rights – Complaints**

7.1 If you're unhappy about any aspect of Three Services, you should contact Three Customer Services.

7.2 We'll investigate any complaint in accordance with our customer complaints code, after which we'll contact you with the results. A copy of our customer complaints code can be viewed on our website at [Three.co.uk/complaints](https://www.three.co.uk/complaints) or you can request a copy by contacting Three Customer Services. If we are unable to resolve your complaint, you may, depending on the nature of your complaint, be entitled to ask the Communications Ombudsman to consider your complaint for you. Their website address is: <https://www.commsombudsman.org>

7.3 See Section 13.12 for information about data protection and privacy complaints.

## **8 Our Rights – Intellectual Property**

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

## **9 Suspension of Three Services**

9.1 We may Suspend any or all of the Three Services and/or Third Party Extras you use without notice if:

- (a) we reasonably believe you've provided us with false or misleading details about yourself as set out in Section 13.4;
- (b) we advise you that your excessive use of Three Services (as may be defined in accordance with Section 6.5 above), and you're continuing to use Three Services excessively.
- (c) we believe your Device, SIM or eSIM Profile has been lost, stolen or is being used in a way not allowed by this Agreement.
- (d) we reasonably believe that you've used Three Services, Third Party Extras, the SIM(s), the eSIM Profile(s) or a Three phone number for illegal or improper purposes in contravention of our responsible use requirements in Section 6 above;
- (e) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you're using Three Services and/or Third Party Extras in any of the ways prohibited in Section 6);
- (f) we're required to Suspend your Three Services by the emergency services or other government authorities;

- (g) where we reasonably believe that the provision of Three Services and/or Third Party Extras to you will give rise to (or will continue to give risk to) financial crime risks or could result in enforcement action or other exposure for us under relevant anti-money laundering, financial crime or sanctions laws; or
- (h) we reasonably believe that you have abused or harassed Three's employees in contravention of our acceptable use policy.

9.2 In addition to the circumstances set out in Section 9.1, we may also Suspend any or all of the Three Services and/or Third Party Extras you use without notice if:

- (a) you haven't paid our Charges on time, or if you've previously failed to pay your Charges on time; or
- (b) you've exceeded any credit limit that we may have set for you (as set out in Section 6.24 above); or
- (c) you have insufficient credit in your account to cover Charges you agreed to pay in advance.

Additionally, we reserve the right to Suspend any other account(s) you have with us, if we reasonably believe that you will be unable to pay the relevant Charges.

- 9.3 We may end any calls that you make that are longer than 2 hours' duration in order to prevent you from incurring excessive, inadvertent costs.
- 9.4 We may turn off your Messaging Services if they're inactive for an extended period of time - we'll let you know before this happens. If we do turn off your Messaging Services we'll have no obligation to maintain any of the content in your Messaging Services, or to forward any unopened or unsent messages to you, or anyone else.
- 9.5 If we Suspend any or all of your Three Services, you will still be able to make emergency calls (unless they've been Suspended at the request of the emergency services).

9.6 If your Three Services are Suspended, we may agree to re-Connect you if you ask us to do so and there may be a re-Connection Charge for this.

## 10 Ending this Agreement and Disconnection of Three Services

10.1 If Your Plan has a Minimum Term, you agree to remain Connected to Three for that Minimum Term. If Your Plan doesn't have a Minimum Term, or your Minimum Term has ended, we'll supply you with Three Services and Third Party Extras until either of us chooses to end this Agreement in any of the ways set out in this Section 10.

10.2 You may end this Agreement in the following ways:

- (a) in certain circumstances under our Returns Policy. You will need to get in touch with Three Customer Services to arrange Disconnection;
- (b) at any time during your Minimum Term (if you have one) by giving notice to Three Customer Services at least 30 days before the date you want to end this Agreement. You must pay us all the Charges you owe, plus any Cancellation Fee for Your Plan (as set out in the Price Guide);
- (c) at the end of your Minimum Term or any time after your Minimum Term has expired, or if you don't have a Minimum Term, provided you give notice to Three Customer Services at least 30 days before the date you want to end this Agreement. A Cancellation Fee won't be charged;
- (d) where entitled to do so under Section 4.4. A Cancellation Fee won't be charged; or
- (e) where we have notified you that you are entitled to terminate this Agreement because it is part of a Bundle with another agreement you have entered into with Three. In such circumstances we will let you know if a Cancellation Fee will be charged.

- 10.3 We may end this Agreement in the following ways:
- (a) by giving you at least 30 days' notice if Your Plan doesn't have a Minimum Term, or the Minimum Term has ended.
  - (b) immediately in the following cases:
    - (i) if we have the right to Suspend your Three Services and/or Third Party Extras on any of the grounds in Section 9 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified.
    - (ii) If we believe that your communications with Three Customer Services or any of our retailers or agents, or your use of our Three Services and/or Third Party Extras, are jeopardising the operation of the network, or are of an unacceptable nature;
    - (iii) if we reasonably believe you won't be able to pay your bill. This could result from a failure to pass one of our credit assessments; or
    - (iv) in the event of your bankruptcy or insolvency;

and, in any of these circumstances, you have to pay all the Charges you owe up until we Disconnect you.
  - (c) if we no longer have access to other operators' networks which we need to provide Three Services and/or Third Party Extras, or if we're no longer able to provide Three Services and/or Third Party Extras due to factors beyond our control or because we cease business. If reasonably possible under these circumstances, we will endeavour to provide you with such notice as is practical.
- 10.4 If your Device is dual SIM compatible and your SIM or eSIM Profile is Suspended or Disconnected by us because you haven't complied

with certain terms of this Agreement, we may also Suspend or Disconnect the other SIM or eSIM you are using in your Device.

- 10.5 This Agreement is separate from your Device Plan. If this Agreement is terminated you will still be required to continue to comply with your obligations under the Device Plan.

## 11 Effect of this Agreement ending

- 11.1 If this Agreement ends, we'll close your account and Disconnect you and you won't be able to use Three Services or Third Party Extras or make emergency calls.
- 11.2 You must immediately pay all Charges you owe up to the date this Agreement ends. If we end this Agreement due to your conduct, the Charges will include a Cancellation Fee. Where you have terminated this Agreement within the Minimum Term (except as set out in Section 4.4), the Charges will include a Cancellation Fee.
- 11.3 We may bill you up to 4 months following the Disconnection of your account, in respect of Charges that were incurred during this Agreement with us, but not billed prior to the date of Disconnection. In accordance with Section 6.6.20, you must pay us all Charges in connection with all Three Services which are accessed using the SIM or eSIM Profile we supplied to you.
- 11.4 Following termination of this Agreement, in the event that your account has a credit balance (not including any balances detailed in Section 5.14) of fifty pence or less and that balance remains unclaimed for a period of 3 months we reserve the right to donate that amount to a charity we designate. In the event that your terminated account has a higher credit balance after a substantive period of time, we reserve the right to donate such amount to charity if we have tried to refund you and/or contact you to return the unclaimed credit balance and have failed to do so having made all reasonable efforts.
- 11.5 You need to have an active Primary Service for the duration of the Smartwatch Pairing Plan to be able to share allowances with your Secondary Device. If Your Plan ends for any reason before the end



of your Primary Service, your Smartwatch Pairing Plan will also be terminated and you may have to pay a Cancellation Fee. If you have purchased the Smartwatch Pairing Plan as an Additional Service, this will be cancelled at the same time as Your Plan is terminated.

## 12 Liability

### Limits on our liability

- 12.1 All of our obligations to you relating to Three Services and Third Party Extras are set out in this Agreement. If you wish to make any change to this Agreement or rely on any other term, you must obtain our agreement to the change of term in writing.
- 12.2 Except as set out in Section 12.3:
- (a) all other terms, conditions and warranties relating to Three Services and Third Party Extras are excluded.
  - (b) our entire liability to you for something we do or don't do will be limited to £3,000 for one claim or a series of related claims.
  - (c) we're not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Three Services and/or Third Party Extras. We're not liable for any loss or damage that was not reasonably foreseeable when you entered into this Agreement; and
  - (d) we're not liable for Third Party Extras or any other service, goods and content you may take from third parties, including if they are defective or deficient, and any dispute with a third party will not affect your obligations to us.
- 12.3 Nothing in this Agreement removes or limits our liability for fraud, death or personal injury caused by our negligence or for any liability which can't be limited or excluded by law. If you're a consumer, you also have other legal rights and remedies that apply in addition to

any provided to you under Section 5.13(b) of this Agreement or at common law. Some of the key legal rights you have as a consumer are contained in the Consumer Rights Act 2015, which provides legal remedies to you where we have, for example, not exercised reasonable care and skill in providing Three Services or Third Party Extras, or where goods or digital content we supply to you are faulty or not as described. These remedies may include, for example, the right to ask us to fix the problem or to a price reduction. Consumer law also gives you rights if we provide you with misleading information that leads you to enter into a contract with us. For more information on your legal rights (also known as your statutory rights), contact your local authority Trading Standards Department or Citizen's Advice Bureau.

### Three Services

- 12.4 We'll try to ensure the accuracy, quality and timely delivery of Three Services. However:
- (a) we accept no responsibility for any use of, or reliance on, Three Services, or for any disruptions to, or any failures or delays in, Three Services. This includes, without limitation, any alert services or virus detection services; and
  - (b) subject to Section 12.3 we don't 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 you on an 'as is' basis.
- 12.5 We won't be liable:
- (a) for any loss you may incur as a result of someone using your PINs or passwords with, or without, your knowledge; or
  - (b) if we cannot carry out our duties, or provide Three Services, because of something beyond our control.

## Others' content and Services

12.6 You 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 and includes Third Party Extras. Where we provide you with such access, all we do is transmit the content to you and we don't exercise control over the content, goods or services. We're not responsible or liable in any way for, and don't endorse, any of this content, goods or services, including any content, goods and/or services that you may pay for using Three Services. You also accept that we have no responsibility for information you supply to third parties who provide content, goods or services on the Three Network.

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

## 13 Privacy

13.1 We are the data controller of Your Information (as defined in Section 13.5) collected through your use of the Three Services and Third Party Extras for the purpose of UK data protection law.

13.2 Whenever you provide us with personal information about yourself, you agree that it will be true, complete and accurate. You must tell us if this information changes.

13.3 If you provide us with information about another individual or register a Device in the name of another individual you must have their agreement to do so or be acting with legal authority.

13.4 If we reasonably believe that you have supplied us with false or inaccurate information, or if we suspect fraud, we may delay your Connection or suspend your access to Three Services and/or Third Party Extras until an investigation has been completed to our satisfaction.

13.5 In order to supply you with Three Services and Third Party Extras under this Agreement, we may process Your Information. By "Your Information" we mean personally identifiable information:

- (a) that you give us or that we obtain about you as a result of any application or registration for, and use of, Three Services and Third Party Extras. It may include your name, current and previous address(es), date of birth, phone and fax numbers, gender, email address, employment and lifestyle information, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies, marketing organisations and those who provide services to us, and may include information from other countries, and.
- (b) Acquired and processed about your use of Three Services and Third Party Extras while you're a customer of Three, including Location Data, your Communications Data, dynamic IP addresses, your phone number, the unique code identifying your Phone and SIM or eSIM Profile, and your account information, including contact history notes.

13.6 Some of Your Information may be classified as "sensitive" (such as visual or hearing impairments) and we'll ask your permission if we wish to use or share this information.

13.7 When you make a call, the calling line identity ("CLI") of your phone (your Three phone number) will be displayed on the phone of the person you call. If you don't wish your CLI to be displayed and/or transmitted you should check your user guide or contact Three Customer Services. Your CLI cannot be blocked when calling the emergency services, or when sending a text, or MMS.

13.8 You must keep any passwords and PIN numbers relating to your Three account, Three Services and Third Party Extras safe and secure. You must not share them with anyone else. If you find or suspect that anyone else knows your passwords or PIN numbers, or can guess them, you must contact us immediately and ask us to change them. This is your responsibility.

- 13.9 We may be required to process Your Information to comply with our legal requirements, to enable us to fulfil the terms of our contract with you or in preparation of us entering into a contract with you. If you do not provide the relevant information to us, we may not be able to provide the service to you.
- 13.10 We may check and share your details with fraud prevention agencies such as Action Fraud and CIFAS and we'll record (and pass to the fraud prevention agencies) details of any false or inaccurate information provided by you or where we suspect fraud. Records held by fraud prevention agencies will also be used by us and other organisations to help prevent fraud and money laundering, for example, when checking details on applications for credit or other facilities, managing credit and credit-related accounts or facilities, recovering debt, checking details on proposals and claims for all types of insurance and checking job applications and employees. Those fraud prevention agencies may disclose information to law enforcement agencies where requested and necessary for the investigation of crime. We and other organisations may access and use (from a country other than the UK) the information recorded by fraud prevention agencies. The legal basis that we rely on to process Your Information for the above purpose is the performance of a contract between you and us or in order for us to take steps prior to entering into a contract with you or our legitimate business interests in order for us to manage our relationship with you.
- 13.11 Please read our Privacy Policy at [https://www.three.co.uk/your\\_privacy](https://www.three.co.uk/your_privacy) to understand how we collect, share and use your Information in more detail.
- 13.12 If you have any questions about this notice or the way in which Your Information is collected, shared or used, please contact our Data Protection and Privacy Officer, by writing to Hutchison 3G UK Ltd, 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF or by sending an email to [DPA.Officer@three.co.uk](mailto:DPA.Officer@three.co.uk)
- 13.13 If we change this notice we'll post the amended version on our website so you always know how we'll collect, use and disclose your information.

## 14 Notices

- 14.1 Our website, [Three.co.uk](https://www.three.co.uk), is a great source of information that you 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 we need to send any notices under this Agreement to you, we'll do this by communicating them to you via phone, text message, electronic messaging, email, or mail, using your most recent contact details given to us (if any).

## 15 Other terms

- 15.1 This Agreement is governed by English Law unless you live in Scotland, in which case it will be governed by Scots Law. Each of us agrees to only bring legal actions about this Agreement in a UK court.
- 15.2 If you, or we, delay, or don't take action to enforce our respective rights under this Agreement, this does not stop you, or us, from taking action later.
- 15.3 If any of the terms in this Agreement are not valid or legally enforceable, the other terms won't be affected. We may replace any term that is not legally effective with a similar term that is. We may assign or transfer some or all of our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this Agreement, provided that your rights under this Agreement or any guarantees given by us to you are not affected. No other person (other than our assignee(s), if any) may benefit from this Agreement. In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your Three phone number.
- 15.4 You confirm that you have full contractual capacity to agree to this Agreement and are able to pay the Charges.
- 15.5 Third parties can't benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

15.6 Our registered company number is 03885486 (England and Wales) and our registered office is at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF.

## Definitions

Where we use these words, they have the following meanings:

**Account Owner:** the person who entered into this Agreement and is named on the Contract Approval Form.

**Additional Services:** additional, optional or extra services which are not services that are part of Your Plan or Outside of Allowance Services and are charged in addition to your Monthly Charge. For example, they may include (but they're not limited to) Add-Ons, Premium Services and Ancillary Services.

**Add-on:** means optional services which you choose to take (excluding Plan Extras). For example, they may include (but they're not limited to) Roaming Add-ons, Data Add-ons and Voice Add-ons (all as further described in the Price Guide).

**Ancillary Services:** optional services which we may charge you relating to your use of the Three Services as listed in the Price Guide. For example, they may include (but they're not limited to) text delivery reports, additional copies of invoices, fully itemised bills and changes of phone number (all as further described in the Price Guide).

**Annual Price Change:** an increase to the Monthly Charge as described in Section 4.1.

**Artificially Inflated Traffic:** means calls, data or texts that result in patterns that are disproportionate to the overall type, amount, duration and/or extent of calls, data or texts which would be expected from good faith use of the Three Services.

**Bundle:** has the definition set out in Ofcom's General Conditions of Entitlement.

**Cancellation Fee:** means a fee charged if we end this Agreement due to your conduct or if you end this Agreement within the Minimum Term. The fee is set out in the Price Guide and is calculated as a lump sum equivalent to the total of the Monthly Charges remaining during the Minimum Term of this Agreement less a variable discount, currently 3%.

**Charges:** charges payable to us for access to, and use of, Three Services and/or Third Party Extras as set out in the Price Guide. These charges may cover (but are not limited to) fixed periodic charges, including your Monthly Charge, usage charges (for example, charges for Outside of Allowance Services or Additional Services), account administration fees, fees for Connection and re-Connection and any costs incurred in collecting outstanding payments from you.

**Communications Data:** information about the routing of services, calls and messages you make and receive, the date, time, duration and cost of

these, and information about the identity of your Device and SIM or eSIM Profile.

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

**Customer Agreement Form:** the email we send to you when you take out a new Plan – either as a new customer or as an existing, upgrading customer.

**Commencement Date:** means the date set out in the Contract Agreement Form;

**Device:** any device you use to connect to Three Services and/or Third Party Extras, including a Phone, Dongle, Mobile Wi-Fi, smartwatch, Tablet or Laptop that is authorised by us for Connection to the Three Network.

**Device Plan:** a fixed sum loan agreement entered into between you and us for the purchase and provision of a Device.

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

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

**eSIM:** a chip embedded in your Device to which an eSIM Profile can be downloaded.

**eSIM Profile:** contains your Three phone number and enables you to access Three Services.

**eSIM QR Code:** a QR or activation code which allows us to install and activate an eSIM Profile on the eSIM in your Device

**Go Roam Destinations:** as described in the Price Guide including Go Roam in Europe, Go Roam in Around the World and Go Roam Around the World Extra.

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

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

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

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

**Minimum Term:** the minimum fixed term for the supply of the Three Services included in Your Plan as set out in the Contract Agreement Form which starts on the Commencement Date.

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

**Monthly Charge:** is the monthly fixed charge payable by you for Your Plan (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 you use when you have used up your monthly allowance (whether voice minutes or text messages or data, as applicable) which may be included in Your Plan (if any) or, if you don't have any inclusive allowances with Your Plan, any standard Services you may use.

**Outside of Bundle Services:** any services provided by us under a separate agreement which does not form a part of your Bundle.

**PAC:** a Porting Authorisation Code.

**Plan:** means an Airtime plan, Sim Only plan, Data SIM plan or Connect SIM plan as specified in your Customer Agreement Form and described in the Price Guide.

**Phone:** a mobile phone that you use to access Three Services using your SIM or eSIM Profile.

**Plan Extras:** means benefits which are included in Your Plan in addition to minutes, texts and data. For example, they may include (but they're not limited to) Daily Go Roam Passes, Extended Warranty and Screen Repair (all as further described in the Price Guide).

**Premium Services:** any Three Services which are charged at premium rates as further detailed in the Price Guide. For example, they may include (but they're not limited to) directory services, calls to international numbers and SMS short codes.

**Price Guide:** the document that sets out the Plans available to you, our current Charges and relevant terms (including any Minimum Term and payment commitments). It can be viewed at [Three.co.uk/priceguide](https://three.co.uk/priceguide)

**Primary Service:** means an eligible Airtime plan to which the voice, text and data allowances included in Your Plan have been allocated.

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

**Returns Period:** the number of days you have to cancel your agreement and/or return your Device, as detailed in the Returns Policy, or as stated in your Contract Agreement Form.

**Returns Policy:** our returns policy applicable at the time this Agreement begins, the current version of which is available at [Three.co.uk/returns](https://three.co.uk/returns)

**Secondary Device:** means a compatible Smartwatch.

**SIM:** a card which contains your Three phone number and enables you to access Three Services.

**Smartwatch Pairing Plan:** means the service which enables you to share the monthly allowances included in your Primary Plan with a Secondary Device.

**Suspension:** the procedure by which we temporarily Disconnect your access to the Three Services and/or Third Party Extras. '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.

**Third Party Extras:** means services which are provided to you by third parties under this Agreement.

**Three Customer Services:** our service team who are available to help you with your queries. Customers can call 333 (free) from a Three Phone or 0333 338 1001 from any other line (standard call charges apply). Mobile Broadband customers can call 500 (free) from a Three Phone or 0333 338 1003 from a landline (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, Out of Allowance Services, Plan Extras and Additional Services, which we have agreed to provide to you under this Agreement. This does not include Third Party Extras.

**TrafficSense™:** Tools and insight we use across the Three Network for the intelligent management of data traffic. See [Three.co.uk/trafficsense](https://three.co.uk/trafficsense) for more information.

**User:** An individual who uses the Three Services and/or Third Party Extras provided under this Agreement other than the Account Holder.

**Wi-Fi Calling:** Wi-Fi Calling is a service supported by some devices that allows you to call and text whenever you're on Wi-Fi in the UK, even if there's no mobile signal.

**Your Plan:** means the Plan you have chosen, details of which are set out in the Customer Agreement Form.