

RCS Terms and Conditions

If you'd like a copy of these terms and conditions 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>

About these Terms and Conditions

1. When we say 'Three', 'we', 'our' and 'us' we mean Hutchison 3G UK Limited trading as Three whose registered address is 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF. When we say 'you', 'you're' or 'your' we mean you, our customer.
2. The terms and conditions set out below (the "**Terms and Conditions**") form part of your customer agreement with us together with the applicable terms set out [here](#) or otherwise agreed with us.
3. These Terms and Conditions apply to your use of the RCS messaging service ("**RCS**") on any compatible Apple device using iOS 18 or later that has a Three SIM or Three eSIM installed ("**Apple Device**"). They contain important information regarding the use of RCS and how we bill for it so please read them carefully.
4. Solely to the extent that they relate to RCS, these Terms and Conditions shall take precedence over the other terms in your agreement with us.
5. These Terms and Conditions apply solely to your use of RCS and not any other services we, or any third party, might provide you (e.g. SMS and voice calls).
6. As a condition of using RCS you must comply with these Terms and Conditions. Failure to comply with these terms shall be considered a breach of your agreement with us.
7. If you do not agree to these Terms and Conditions, you should stop discontinuing using RCS. To discontinue your use of RCS, follow the steps set out [here](#).

What is RCS?

8. RCS is a "Rich Communication Service" that enables messages to be sent via Wi-Fi and mobile data.
9. RCS is provided by Three's trusted technology partners. By using RCS, you acknowledge that we:
 - a. may change or withdraw, all or part, of RCS, or these Terms and Conditions, from time to time. This may be because of changing technologies, obsolescence, new or different product features, a change of technology partner, the need to remove, replace, or change content, changes in our technology partners' terms of service, or for legal, regulatory or security reasons.
 - b. may also determine how RCS is presented and delivered to your Apple Device or is otherwise made available to you. We can change the way that RCS is presented, delivered or otherwise made available to you at any time; and
 - c. we will try to let you know if we withdraw RCS or materially change these Terms and Conditions. If we withdraw RCS, we will try to replace it with an equivalent service.
10. RCS shall be activated by default on your device and replaces text (SMS) and multi-media messaging service (MMS) as the default messaging service when the recipient of your message also has an RCS enabled device but does not have iMessage enabled. If both you

and the recipient have iMessage enabled, iMessage will remain the default messaging service. Data you use when using RCS will be deducted from any data allowance you have with your plan as set out in your agreement with us.

11. In order to ensure you can receive RCS your device and the devices of your contacts may be checked for RCS capabilities.
12. Due to the nature of the RCS service, features and functionalities may sometimes be added or removed, limits may be increased or decreased, and we may start offering new services or stop offering old ones. The RCS software may sometimes update automatically on your device once a new version or feature is available.

Your Obligations when Using RCS

13. When using RCS you must follow the following rules of conduct:
 - a. comply with any applicable laws, including export control, sanctions, and human trafficking laws;
 - b. respect the rights of others, including privacy and intellectual property rights; and
 - c. don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, illegally impersonating, defaming, bullying, harassing, or stalking others.
14. When using RCS you must not abuse, harm, interfere with, or disrupt our services or systems — for example, by:
 - a. introducing malware;
 - b. spamming, hacking, or bypassing our systems or protective measures;
 - c. jailbreaking, adversarial prompting, or prompt injection;
 - d. accessing or using our services or content in fraudulent or deceptive ways, such as:
 - i. phishing;
 - ii. creating fake accounts or content, including fake reviews;
 - iii. misleading others into thinking that generative AI content was created by a human; or
 - iv. providing services that appear to originate from you (or someone else) when they actually originate from us;
 - e. providing services that appear to originate from us when they do not;
 - f. using our services (including the content they provide) to violate anyone's legal rights, such as intellectual property or privacy rights;
 - g. hiding or misrepresenting who you are in order to violate these terms; and
 - h. providing services that encourage others to violate these terms.

Rights in your Content

15. When using RCS you may send or receive content such as messages and pictures ("**Content**").
16. You are 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. This licence allows us to sublicense these rights to our contractors who've signed agreements with us that are consistent with these terms, only for the limited purpose of storing (including cache) and transmitting any Content you upload.

Other Content

17. RCS may provide you with access to content that belongs to other people or organisations — for example, a store owner's description of their own business, or a newspaper article. You may not use this content without that person or organization's permission, or as otherwise allowed by law. The views expressed in other people or organisations' content are theirs, and don't necessarily reflect our views.

Our Commitments to You

18. We provide RCS using reasonable skill and care. If we don't meet this quality level, you agree to tell us, and we'll work with you to try to resolve the issue.
19. The only commitments we make about RCS (including the content in the service, the specific functions of the service, or its reliability, availability, or ability to meet your needs) are provided in paragraph 18 above and laws that can't be limited by these Terms and Conditions.

Suspending or Ending your Access to RCS

20. Without limiting any of our other rights, before suspending or ending your access to RCS Chats, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to clarify the issue and address it, unless we reasonably believe that doing so would:
 - a. cause harm or liability to a user, third party, or us
 - b. violate the law or a legal enforcement authority's order
 - c. compromise an investigation
 - d. compromise the operation, integrity, or security of our services.
21. Without limiting any of our other rights, we may suspend or terminate your access to RCS if any of these things happen:
 - a. you materially or repeatedly breach these terms, service-specific additional terms or policies
 - b. we're required to do so to comply with a legal requirement or a court order
 - c. we reasonably believe that your conduct causes harm or liability to a user, third party, or us — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you.

Privacy and Data Protection

22. In order to supply you with RCS, we and our technology partners may process Your Information. Your use of RCS may be subject to our technology partners' privacy policies. Please read our Privacy Policy at https://www.three.co.uk/your_privacy to understand how we and our technology partners collect, share and use your Information in more detail.

Using RCS on Behalf of an Organisation or Business

23. To use RCS on behalf of an organisation an authorised representative of that organisation must agree to these Terms and Conditions.
24. Other than the liabilities expressly preserved in your agreement with Three, we are liable only for our breaches of these Terms and Conditions, subject to applicable law.
25. If you're a business customer (i.e. you are not an individual who uses RCS for purposes which are wholly or mainly outside of your trade, business, craft or profession) the following additional terms shall apply:
 - a. To the extent allowed by applicable law, you'll indemnify Three and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of RCS or violation of these Terms and Conditions. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees, except to the extent a liability or expense is caused by Three's breach, negligence, or wilful misconduct.

Notwithstanding any other liability cap in your agreement with Three and other than the liabilities expressly preserved in your agreement with Three, Three's total, aggregate liability arising out of or relating to these Terms and Conditions is limited to £500.