

## **Terms and Conditions for Three Device Security**

The Three Device Security Add-on (“**Add-on**”) is a mobile application (the “**Security Application**”) powered by Bitdefender and provided to you by Hutchison 3G UK Limited trading as Three, Registered Office: 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF (“**Three**”, “**We**” or “**Us**”).

These Terms and Conditions for the Security Application (the “**App Terms**”) apply to your use of the Security Application and are part of your Agreement with Three, in particular the Terms and Conditions for using the Three Network found at [www.three.co.uk/terms-conditions](http://www.three.co.uk/terms-conditions) (the “**Network Terms**”) which form part of your Agreement. These App Terms may be amended or updated from time to time as set out in the Network Terms. The most up to date version of the App Terms can be found at [www.three.co.uk/terms-conditions](http://www.three.co.uk/terms-conditions).

Three is authorised to resell the Security Application as Three Device Security under licence from Bitdefender, a company registered in Romania whose registered office is at 15A Orhideelor St.Orhideea Towers, District 6 Bucharest 060071 Romania.

### **What functionality is included in the Security Application?**

The Security Application provides enriched protection for your smartphone or tablet when browsing online by improving your account privacy, web protection, and presenting scam alerts. The Security Application scans webpages to warn you if you’ve come across fraudulent pages or online threats, giving you increased confidence that your device and data is being protected when you’re online.

The Security Application provides different features for Android and iOS devices, please see below what functionality is available with your device.

The following features are available for Android devices:

- **App Anomaly Detection** – provides you with an extra later of security to protect against potentially malicious apps as soon as they exhibit abnormal behaviour.
- **Malware Scanner** – provides you with in-depth information about the type of malware threats you’re protected against.
- **On-Demand & On-Install Scan** – scans your device to ensure all apps are clean and automatically scans newly installed apps using an antivirus module.
- **Web Protection** – scans webpages and warns you when you come across fraudulent pages and other online threats.
- **Anti-theft** – allows you to remotely lock, wipe, or send a message to your device in case of loss or theft. It also enables you to take a photo of anyone who tries to tamper with your device in your absence.
- **App Lock** – provides greater protection for sensitive apps by enabling you to lock them with a PIN code.
- **Account Privacy** – enables you to check if your online accounts have been involved in any data breaches, notifies you when sensitive data is at risk and suggests solutions.

The following features are available for iOS devices:

- **Web Protection** - scans webpages and warns you when you come across fraudulent pages and other online threats.
- **Device Scan** – protects your device and its data by detecting security misconfigurations and helping you remediate them.
- **Scam Alert & Calendar Protection** – provides you with protection against phishing scams delivered through calendar invites and SMS messages from unknown sources.
- **Account Privacy** – enables you to check if your online accounts have been involved in any data breaches, notifies you when sensitive data is at risk and suggests solutions.

## 1. Eligibility

1.1 To be eligible to benefit from this Add-on you must have a current subscription to one of the following Data or Airtime Plans:

- a) Three Your Way Airtime
- b) Three Your Way SIM Only (12 and 24 months)
- c) Three Your Way Connect (tablets and laptops)
- d) Three Your Way Data SIM plans
- e) Mobile Broadband for MiFi (12 and 24 months) (a **“Qualifying Plan”**)

## 2. Managing the Add-on

2.1 Your subscription to the Add-on (and your free trial period) begins on the date you add it to your Qualifying Plan.

2.2 The Add-on will automatically recur every calendar month until you choose to cancel. A calendar month is the length of time from a date in any month to the same date in the following month.

2.3 You have the right to cancel the Add-on at any time, (including within the free trial period) through My3, in our retail stores or by contacting Three Customer Services.

2.4 Charges for the Add-on will be included in your monthly bill for Three Services.

2.5 If you do not cancel the Add-on before the end of the free trial period, you will be charged the cost of the Add-on after the free period ends, as set out in the Price Guide.

2.6 If you choose to cancel the Add-on, your access to the Add-on will continue until the end of the current billing cycle. After this, no further payments will be taken, and the Add-on will be cancelled.

2.7 If you choose to cancel mid-month into your billing cycle, you will not be refunded the charge for that month and will be billed for the full billing cycle.

2.8 Three may increase Charges for the Add-on at any time, on 30 days' prior notice in accordance with the terms of the Agreement.

2.9 The Add-on will use data from your data allowance in order to operate, which will be charged in accordance with the terms of your Airtime or Data Plan.

## 3. Your use of the Security Application

- 3.1 You agree to use the Security Application in accordance with these App Terms and your Agreement for personal and non-commercial use on a single device only.
- 3.2 Three will provide you with the Security Application as described in these App Terms and your Agreement.
- 3.3 You agree that:
- 3.3.1 the Security Application is not designed or intended for use in any hazardous environment which requires fail-safe performance, or any application where failure could result in death, severe physical injury or property damage;
  - 3.3.2 You will not use the Security Application to gain unauthorized access, to upload, transmit and transfer data or information to Bitdefender or third parties by any means;
  - 3.3.3 your use of the Security Application will be in compliance with any laws which are applicable to you;
  - 3.3.4 during installation, the Security Application may notify you if other security products that you have installed are incompatible with the Security Application;
  - 3.3.5 software updates for the Security Application will be supplied through your device's App Store. You acknowledge that the functionality of the Security Application can only be preserved if all received updates are installed following receipt;
  - 3.3.6 Three may send you legal notices and other communications about the Security Application or our use of the information you provide us ("**Communications**"). Three will send Communications through the Security Application and by accepting these App Terms, you consent to receive all Communications through this electronic means only and acknowledge and demonstrate that you can access Communications on the Security Application;
  - 3.3.7 you are responsible for the security and proper use of all usernames and passwords used to access the Security Application. You must not disclose passwords to any third party. If such information is disclosed to any unauthorised third parties, Three shall not be liable for any loss or damage that you may incur as a result. You are liable for all use made of the Security Application, whether authorised or not;
  - 3.3.8 you will back up your data frequently;
  - 3.3.9 you will notify Three Customer Services immediately if you become aware or suspect that security has been compromised, including unauthorised use of passwords. It is your responsibility to ensure that passwords are changed immediately if you believe they have been compromised;
  - 3.3.10 the Security Application may not protect any devices which are tethered to the device which you have installed the Security Application on;
  - 3.3.11 if you enable a new VPN profile on your device, the Web Protection feature of the Security Application will be disabled (Bitdefender relies on your device's local VPN);
  - 3.3.12 the Security Application will not function if you are using a browser which uses its own encryption e.g. Google Chrome; and

3.3.13 the Security Application does not protect emails (other than to block malicious links via supported browsers).

#### **4. Limits on our liability**

4.1 Subject to Section 4.2 of these App Terms, our liability to you relating to the Security Application is set out in Clause 12 of the Terms and Conditions for using Three Services found at [www.three.co.uk/terms-conditions](http://www.three.co.uk/terms-conditions).

4.2 Except as set out in 12.3 of the Terms and Conditions for using the Three Services, our entire liability to you in respect of your use of the Security Application will be limited to £250 for one claim or series of related claims.

4.3 Three and its licensor will provide the Security Application on an as is basis using reasonable skill and care and in accordance with the description set out in these App Terms. However, you acknowledge that:

4.3.1 it is not technically possible for Three to provide or guarantee the provision of the Security Application on a fault-free or error-free basis;

4.3.2 that circumstances beyond the control of Three or its licensor can impair the availability of the Security Application;

4.3.3 the Security Application may not meet any specific requirements you may have; and

4.3.4 not all errors can or will be corrected.

4.4 Where Three's third party licensor terminates or withdraws directly or indirectly your right to use the Security Application due to a breach by you of the App Terms, Three shall not be liable for any failure to supply the Security Application.

4.5 Three may update the Security Application and/or the App Terms from time to time in order to protect against new legal or technological developments or emerging security issues. In addition Three may change, suspend or discontinue the Security Application. Any changes we make will be carried out in accordance with Clause 4 of the Terms and Conditions for using Three Services found at [www.three.co.uk/terms-conditions](http://www.three.co.uk/terms-conditions).

#### **5. Data Protection**

5.1 You agree that your personal information will be shared with Bitdefender for the purpose of providing and provisioning the Security Application and supporting us resolve any technical queries you may have.

5.2 You acknowledge and agree that Bitdefender will be the controller of the data that it collects through the use of the Security Application.

5.3 You acknowledge and agree that Bitdefender will not share with Three any data which it collects from your device as a result of providing the Security Application.

5.4 You agree the terms of use on the processing of your personal information as set out within the privacy policy at [www.three.co.uk/privacy-safety/three-device-security](http://www.three.co.uk/privacy-safety/three-device-security)

5.5 You accept the Bitdefender terms of use on the processing of your personal information as set out within privacy policy at [www.bitdefender.com/site/view/legal-privacy.html](http://www.bitdefender.com/site/view/legal-privacy.html)

- 5.6 You agree that Bitdefender informs you that in certain programs or products it may use data collection technology to collect technical information (including suspect files), to improve the products, to provide related services, to adapt them and to prevent the unlicensed or illegal use of the product or the damages resulting from the malware products.
- 5.7 You agree that the security technology used may scan the traffic in an impersonal mode to detect the malware and to prevent the damages resulting from the malware products.
- 5.8 You agree that Bitdefender may provide updates or additions to the program or product which automatically download to your device and you agree to upload the executable files for the purpose of being scanned by the Bitdefender servers.

## **6. Our Rights – Intellectual Property**

- 6.1 In accordance with our licence from Bitdefender, we grant to you a personal non-exclusive, non-transferable licence to use the Security Application.
- 6.2 The 'Three' trademark and other related images, logos and names are proprietary marks of our group of companies. We reserve all our rights.
- 6.3 The Bitdefender trade marks and other related images, logos and names are trademarks of Bitdefender. Bitdefender reserves all of its rights.
- 6.4 You may not permit third parties to benefit from the Security Application. You may not remove any proprietary notices or labels on the Security Application. All rights not expressly set out in these App Terms or your Agreement are reserved by Three, Bitdefender and their licensors.

## **7. Suspension of the Security Application**

- 7.1 In addition to the rights of suspension set out within the Terms and Conditions for using the Three Network found at [www.three.co.uk/terms-conditions](http://www.three.co.uk/terms-conditions). Three reserves the right to suspend the provision of the Security Application pending investigation where:
- 7.1.1 it reasonably suspects any of the requirements in these App Terms have been breached, and reserves the right to terminate the Add-on immediately (without cost or liability on the part of Three) where such breach has taken place;
- 7.1.2 in the event of an emergency, including complying with any request of an emergency service organisation;
- 7.1.3 in the event of maintenance; or
- 7.1.4 in order to comply with any law, regulation, court order or governmental request or order.

## **8. General**

- 8.1 These App Terms are governed by English Law unless you live in Scotland, in which case, they will be governed by Scots Law. Each of us agrees to only bring legal actions about these App Terms in a UK court.