

# Terms and Conditions for using the Three Network for Pay Monthly customers who joined or upgraded on or after 29 May 2015.



## Quick Summary

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

- A. Your Minimum Commitment:** You agree to stay with us for the Minimum Term. The minimum price for Three Services provided under this agreement is the Monthly Charge for the Minimum Term. Each May, your Monthly Charge will increase by an amount up to the January RPI rate (published each February), unless you're on a SIM plan, in which case your Monthly Charge will remain the same. If the January RPI rate is negative, there will be no change to your Monthly Charge in the relevant year. We've shown an example in the table below:

Monthly Price until April 2016	Monthly Price from May 2016 to April 2017	Monthly Price from May 2017 to April 2018
Price A	Price A plus an amount up to the January RPI rate for that year (= Price B)	Price B plus an amount up to the January RPI rate for that year (= Price C)
We've set out an example below, showing how this would work, if your Monthly Charge is £25 and the January 2017 RPI rate is 2% and the January 2018 RPI rate is 1%:		
£25.00	£25.00 + up to £0.50 (2% of £25.00) = £25.50	£25.50 + £0.255 (1% of £25.50) = £25.76

See Section 4.1 below for more info.

- B. Changes to Prices:** we may increase Charges for our Outside of Allowance Services. If we do, we'll let you know at least one month in advance if we believe the changes are likely to be of material detriment to you and you regularly use the Outside of Allowance Services affected. You may be able to end your agreement in these circumstances. We may also change or introduce new Charges for Additional Services or Add-Ons. We'll publish any changes on our website. You won't be able to end your agreement with us in these circumstances. See Sections 4.2 – 4.4 and 10.1 below.
- C. 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. See Sections 5.11 and 5.12 below.
- D. 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 your agreement, we may suspend or disconnect Three Services, but you still must pay all outstanding Charges (including a Cancellation Fee for disconnection). See Sections 9 and 10.3 below.
- E. Ending this Agreement:** How you can end your agreement depends on whether you're in your Minimum Term or not, and whether we've made any changes to your agreement that are likely to affect you. Please see the below table for a summary of how and when you can end your agreement.

When you wish to end your agreement	Notice Period	What to Do?	Charges Payable
<b>During the Returns Period (please note, if you buy from a Three Retail store, you cannot return your device if you change your mind)</b>	Your agreement will end when you notify us, or if you have a Device to return to us, when we receive that Device in accordance with the Returns Policy (whichever is later)	Contact Three Customer Services	Charges for Three Services used. Charges for damage or for any loss of value to the goods, as a result of non-essential use, in accordance with the Returns Policy.
<b>During your Minimum Term (but outside of any Returns Period)</b>	30 days	Contact Three Customer Services	All outstanding Charges payable plus your Cancellation Fee.
<b>Outside of your Minimum Term/if you have no Minimum Term</b>	30 days	Contact Three Customer Services	All outstanding Charges payable
<b>We make a change that, in our reasonable opinion, is likely to be of material detriment to you</b>	Your agreement will end, on your request, before the notified change comes into effect.	Contact Three Customer Services	All outstanding Charges payable

The Cancellation Fee will be the total of the Monthly Charges remaining during the Minimum Term of your agreement less a discount of:

- (i) 3% for new connecting customers who are in the first Minimum Term of their agreement with us; or
- (ii) 10% for existing customers who have signed up to a new agreement with us for a further, subsequent Minimum Term. See Section 10.1 below.

**F. 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, 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). See Section 13 below.

If you'd like a copy of these Terms in an alternative format (e.g. Braille or large print) please contact Three Customer Services on 333 from your Three Phone or 0333 300 3333 from a non-Three phone. For more information on Three's accessibility services please see [Three.co.uk/accessibility](https://www.three.co.uk/accessibility)

## Your Pay Monthly Terms in full

### 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';
  - (b) 'you' or 'your', we mean you, our customer whose name appears on the Welcome Letter;
  - (c) 'agreement', we mean your agreement with us for the supply of Three Services. Section 2.1 explains what terms make up your agreement.
- 1.2 We've set out at the end of these Terms definitions of the capitalised words we use in these Terms.

### 2. About your agreement

- 2.1 Your agreement is made up of these Terms and your Package (as set out in our Price Guide), along with any other terms laid down in additional Three Services. Additional terms may apply to any promotional or special offers.
- 2.2 Your agreement is personal to you. Unless we give you permission, you can't pass your rights or responsibilities to anyone else – even if we give you more than one SIM or you give your Device to others. It's your responsibility to make sure the SIMs are only used to access Three Services as allowed under this agreement.
- 2.3 This agreement doesn't cover:
  - (a) any products or services you buy while using Three Services; or
  - (b) the supply of your Device.

### 3. When your agreement starts

- 3.1 Your agreement for the provision of Three Services, starts when we Connect your to Three. By inserting your SIM you're expressly requesting that we provide you with the Three Services. For existing customers who have upgraded with us by signing up to a new agreement for a new Minimum Term, your new agreement will start on the day we accept your new request for Three Services, unless we agree an alternative date with

- you.
- 3.2 If you signed up to your new agreement through **Three.co.uk** or **Three Telesales** or **Three Customer Services** you may cancel your agreement within the Returns Period. If you use Three Services before you cancel you will be charged for them. Please remember that it can take up to 3 months for some international and Premium Services to be applied to your bill. Please see our Returns Policy at **Three.co.uk/Returns** for more information.
- 3.3 If your Package has a Minimum Term, you agree to remain Connected to Three for that Minimum Term.  
You have limited rights to end the agreement during the Minimum Term as set out in Section 10. If your Package doesn't have a Minimum Term, or your Minimum Term has ended, we'll supply you with Three Services until either of us chooses to end the agreement in any of the ways set out in Section 10.
- 4. Changes to your agreement or prices**
- 4.1 Your Monthly Charge will be subject to an annual increase by an amount up to the RPI Rate. The annual increase will first appear on your May bill. We will publish the RPI Rate on our website as soon as it's available. If the RPI Rate is negative, there will be no change to your Monthly Charge. This section 4.1 does not apply to SIM Plan customers.
- 4.2 We may change any of the terms of your agreement, including our Packages or prices, on the following basis:
- (a) we'll let you know at least one month in advance if we decide to:
    - (i) discontinue your Package; or
    - (ii) make any changes to your agreement which are (in our reasonable opinion) likely to be of material detriment to you. You can end the agreement for such changes as explained in Section 10;
  - (b) we may need to change or introduce new Charges in respect of our Outside of Allowance Services. If we do, we'll let you know at least one month in advance unless we believe such changes are not (in our reasonable opinion) likely to be of material detriment to you and you don't (in our reasonable opinion) regularly use the Outside of Allowance Services affected;
  - (c) we may change or introduce new Charges in respect of Additional Services or Add-Ons. We'll publish any changes on our website. If any Add-ons affected have a recurring Charge, we'll let you know at least fourteen (14) days before the Charge changes.
- 4.3 You won't be able to end your agreement if any change or increase:
- (a) is due to changes to the law, regulation or licence which affect us – this includes any increase or change in the rate of VAT or other applicable taxes or any new taxes that are introduced; or

- (b) relates solely to:
  - (i) Additional Services; or
  - (ii) Add-on(s) (if applicable to you).In these circumstances you won't be able to end your agreement but you will be able to cancel the Add-on(s) or stop using the Additional Services; or

(c) is an RPI Change.

- 4.4 If you carry on using Three Services after any change takes effect, you will be considered to have accepted the change, and won't be able to then end the agreement.

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

### **A Three Phone number and SIM**

- 5.1 We'll open an account for you and provide you with a SIM and a Three phone number.
- 5.2 We own each SIM and each SIM remains our property at all times. You're being allowed to use the SIM by us on a limited licence to allow you to access Three Services.
- 5.3 Each SIM can only be used in the following Devices:
- (a) 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; and
  - (b) Devices in the Device category the SIM is meant for, so, for example, a SIM for a Phone cannot be used in a Tablet or Dongle.
- 5.4 Devices which can be used to access Three Services may be locked to our network. The software in the Device and all intellectual property rights in that software are owned by the Device manufacturer and you're being allowed to use the software on a limited licence from the manufacturer. If you want your Device to be unlocked from the Three Network, you can contact us and we can help to arrange for your Device to be unlocked in an authorised manner (which may include replacing your Device with an unlocked Device, which is the same or similar specification to your Device). Prior to your Device being unlocked, you must ensure that you back-up or otherwise store separately any of your information or other data on the Device which you may require, as this may be lost during the Device unlocking process. We are not responsible for any information or any other data which may be lost during the Device unlocking process.
- 5.5 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 tell you the date when your phone number will be moved to Three. If the move is

delayed and the delay is our fault, you may be entitled to compensation in the form of a one-off reimbursement of a portion of your Charges.

- 5.6 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 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 Package.

### **Three Services**

- 5.7 Once you're Connected to Three we'll provide you with access to Three Services.
- 5.8 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, transmit or otherwise deal with any content you upload on Three Services.
- 5.9 We:
- (a) may change or withdraw some, or part, of Three Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or change content. Depending on the changes that we make, you may have a right to end this agreement, as explained in Sections 4.2 – 4.4 and 10.1.
  - (b) may also determine how Three Services 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) will use TrafficSense™ across our network 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)**

### **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 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)**
- (c) 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.

### **Coverage**

- 5.11 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. For more information about coverage see **[Three.co.uk/coverage](http://Three.co.uk/coverage)**

### **Disruption to Three Services**

- 5.12 Due to the nature of mobile technology, there may be situations when Three Services aren't always available, or the quality is affected and so we cannot guarantee continuous fault-free service. For example:
- (a) when we need to perform upgrading, maintenance or other work on the Three Network or Three Services;
  - (b) 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);
  - (c) 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
  - (d) because of other 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.

## **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 on your account without your permission.

#### **Responsible use – How you use the Three Services**

- 6.4 You may only use Three Services:
- (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 or our content.
- 6.5 You mustn't use Three Services, the SIM or Three phone number or allow anyone else to use Three Services, the SIM 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. 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; 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.
- 6.7 If anyone makes, or threatens to make, any claim or issue legal proceedings against you relating to your use of Three Services, 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 may publish an acceptable use policy and a traffic management policy (you may see this referred to as "TrafficSense™") which provide

more details about the rules for use of certain Three Services in order to ensure that:

- (a) use of Three Services is not excessive;
  - (b) to combat fraud; and
  - (c) where Three Services we offer or may introduce require certain rules to ensure they can be enjoyed by all our customers.
- (d) Any such policy will be available on our website and may be changed from time to time

#### **Responsible use – How you use the Messaging and Storage 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 or Storage Services.  
For example, we may limit the size of messages or storage space.
- 6.11 While we have no obligation to monitor the Messaging Services or Storage 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 6.8 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 – How you use the Age Restricted Services**

- 6.12 If you're under 18, you're not allowed to access our Age Restricted Services. If you're 18 or over and you access the Age Restricted Services, you mustn't show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you've deactivated any access to Age Restricted Services if you let anyone under 18 use your Device.
- 6.13 You accept that we cannot control access to age restricted services obtained over WiFi.

#### **Responsible use – How you use the Three Services outside the UK**

- 6.14 If you use Three Services from a country outside the UK:
- (a) your use of Three Services 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 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.

- 6.15 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.

### **Paying your Bills**

- 6.16 You must pay us all Charges in connection with all Three Services which are accessed using the SIM we supply you. You must pay the Monthly Charge, whether or not your allowance of voice Units, text Units and/or data Units are consumed by you or by another person, with or without your permission. You must also pay for all Three Services which don't involve a conversion of voice Units, text Units and/or data Units within your allowance and which are accessed using the SIM we supply you or which are accessed using your Device, whether the Three Services 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 and/or Device to be deactivated.
- 6.17 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.
- 6.18 Your bill will normally include your Monthly Charge for your Package for the next billing period and any administration fees along with Charges for your use of the Three Services in the UK in the last period and outside the UK in prior periods (if not within your allowance). If your Package includes an allowance, this will be made up of voice Units, text Units and/or data Units which are convertible into a certain number of voice minutes or text messages, and/or a certain amount of data each month. On your bill, we'll include the "per unit" cost for your allowance to help you understand the value you're getting from your Package. 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).
- 6.19 Charges on your bill are shown inclusive of VAT (where appropriate), unless you're a business customer, in which case, VAT will be added to your bill where appropriate.
- 6.20 You must make your payment by the due date and by one of the payment methods stated on your bill. If you choose to pay by a

Recurring Payment Method, you will benefit from a monthly discount (as set out in our Price Guide. See also Section 6.22). 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 your agreement and we may 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 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.

- 6.21 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.
- 6.22 We require you pay your Charges by a Recurring Payment Method, as a condition of signing up to Three Services, and you will benefit from a discount to your Monthly Charge if you pay by a Recurring Payment Method. If you pay by means other than Recurring Payment Method you won't benefit from this discount, resulting in an additional Charge.

### **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** or you can request a copy by contacting Three Customer Services.
- 7.3 See Section 13 for information about data protection and privacy complaints.

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

- 8.1 All rights in Three Services and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.
- 8.2 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 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;
  - (b) we advise you that your excessive use of Three Services (as may be defined in accordance with Section 6.7 above) is causing problems for other users, and you're continuing to use Three Services excessively;
  - (c) we believe your Device or SIM 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, the SIM(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 in any of the ways prohibited in Section 6); or
  - (f) we're required to Suspend your Three Services by the emergency services or other government authorities.
- 9.2 In addition to the circumstances set out in Section 9.1, we may also Suspend any or all of the Three Services 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 6.20 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 You may end this agreement in the following ways:
- (a) in certain circumstances under our Returns Policy which can be found at **Three.co.uk/returns**. You will need to get in touch with Three Customer Services to arrange Disconnection;
  - (b) during your Minimum Term (if you have one) by giving notice to Three Customer Services 30 days before the date you want to end the agreement. You must pay us all the Charges you owe, plus any Cancellation Fee for your Package (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 the agreement. A Cancellation Fee won't be charged;
  - (d) within one month of us telling you about a variation to your agreement (which includes your Package) which is likely (in our reasonable opinion) to be of material detriment to you. You must give notice to Three Customer Services within that month and your agreement will finish at the end of that month once we receive your notice.
- 10.2 You won't be able to end the agreement during your Minimum Term without paying a Cancellation Fee if the variation to your agreement (which includes your Package, Three Services or our prices) is due to any of the following circumstances:
- (a) the change is due to changes to the law, government regulation or licence which affect us – this includes any increase or change in the rate of VAT or other applicable taxes or any new taxes that are introduced;
  - (b) the change relates solely to Additional Services or Add-on(s) In such circumstances you won't be able to end your agreement but you will be able to cancel the Add-on(s) or stop using the Additional Services;
  - (c) the change isn't (in our reasonable opinion) likely to be of material detriment to you;
  - (d) the change relates to a variation in our Charges for our Outside of Allowance Services and such changes are not (in our reasonable opinion) likely to be of material detriment to you or you don't (in our reasonable opinion) regularly use the Outside of Allowance Services affected; or
  - (e) the change is a RPI Change.
- 10.3 We may end this agreement in the following ways:
- (a) by giving you at least 30 days' notice if your Package 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 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, 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, or if we're no longer able to provide Three Services due to factors beyond our control or because we cease business.
- 10.4 Once you're Connected to Three, you can only end this agreement in the ways set out in this Section 10.

## **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 make emergency calls.
- 11.2 You must immediately pay all Charges you owe up to the date the agreement ends. If we end the agreement due to your conduct, or if you end your agreement within the Minimum Term, the Charges will include a Cancellation Fee.

## **12. Liability**

### **Limits on our liability**

- 12.1 All of our obligations to you relating to Three Services are set out in your 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 12.3:
- (a) all other terms, conditions and warranties relating to Three Services 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. We're not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement; and
  - (d) we're not liable for any 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, the terms of this agreement won't affect any of your statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.

### **Three Services – Area where we have no responsibility**

- 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 – Areas where we have no responsibility.**

- 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. 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 Notice and Your Information**

- 13.1 We'll only use your personal information in accordance with this notice and applicable UK data protection and privacy laws. Please read all of this notice and feel free to contact us at the address below with any



questions.

- 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 until an investigation has been completed to our satisfaction.

### 13.5 “Your Information”

- (a) By “Your Information” we mean information that you give us or that we obtain about you as a result of any application or registration for, and use of, Three Services. 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.
- (b) While you’re a customer of Three, we’ll also acquire and process information about your use of Three Services, including Location Data, your Communications Data, your phone number, the unique code identifying your Phone and SIM, and your account information, including contact history notes.
- (c) Some of the information we collect about you 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.

### 13.6 Use of “Your Information”

We may process “Your Information” for a number of purposes including:

#### (a) Credit Referencing, Identity Checks and Fraud Prevention

- (i) We’ll make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register, to help us to decide whether to accept your application or future applications, and to verify your identity. The agency will record details of our search and your application whether you’re accepted or not. We’ll use a combination of credit scoring and/or automated decision making systems when assessing your application. This information may be used for debt tracing.

- (ii) We’ll also disclose details of your agreement with us, the payments you make under it, account balances and information about any default, dispute, and debts to credit reference agencies. We’ll also disclose details of any change of address reported to us or which we become aware of. Credit searches and the information supplied by us and held by credit reference agencies is used by us and other organisations to help make decisions about other credit applications by you or other members of your household with whom you’re linked financially to trace debtors, recover debts, to prevent and detect fraud and to manage your account.
- (iii) We may also check and share your details with fraud prevention agencies 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.
- (iv) We may also use and share your details for the collection of any debts owed by you. This may include the use of debt collection agencies to collect debts on our behalf or may include the assignment of debts to a third party company. The assignment of debts will involve the sale of your debt and account information to a third party company – this information may include your name, address and contact information, year of birth, debts owed, payment history and other information necessary to help recover the debt.
- (v) We may also pass and share information to other communications service providers and network operators for the detection and prevention of theft and fraud. You can ask us at any time for details of the credit reference and fraud prevention agencies to whom we disclose and obtain information about you. Please write to: Credit Referrals, 123 St Vincent Street, Glasgow G2 5EA.

**(b) Account and Service Management**

- (i) To process applications, registrations or orders made by you, to create and administer accounts, to calculate and charge for Three Services, to produce any necessary invoices or billing statements, and to provide customer services including the management of any complaints or queries.
- (ii) To supply any products, services or information requested by you and/or which we may provide.
- (iii) For traffic and billing management.
- (iv) To update your Device remotely “over the air” with software updates and to investigate and resolve any Service related queries made by you.
- (v) To process data revealing the geographic location of your Device in order to provide location based services requested by you and which may be provided by Three or by third parties on behalf of Three, or where you request location based services directly from third parties.
- (vi) We may monitor and record calls and messages between you and Three Customer Services for training and quality purposes.
- (vii) Please be aware that when you call Three Customer Services, your phone number will automatically be presented to Three Customer Services so that we’re able to provide you with integrated customer services and for security purposes.

**(c) Marketing and keeping you informed**

- (i) To carry out analysis of your information, in order to develop our relationship with you, to develop and personalise Three Services and to present and deliver these to your Device.
- (ii) To keep you informed about Three’s services, developments, pricing tariffs, special offers, and any discounts or awards which we believe may be of personal interest to you, or which you may be entitled to. We may keep you up to date directly to your Device, and by post, phone and by electronic messaging such as phone, text and picture message, email voice, audio and videomail, subject to any preferences indicated by you. You can contact us at any time to ask us not to use your location or Communications Data for marketing purposes or if you would prefer not to receive direct marketing information, or simply to update your preferences by writing to or calling Three Customer Services, by sending an email to **preferences@3mail.com** or by updating your marketing preferences directly from your Device or online using My3.
- (iii) To tell you about the products and special promotions of carefully selected partners (subject to your preferences) and allow you to

receive advertising and marketing information from them but without passing control of your information to the third party concerned. You can update your preferences at any time as described above.

- (iv) To carry out market research.
- (d) To carry out activities necessary to the running of our business, including system testing, network monitoring, staff training, quality control and any legal proceedings.
- (e) To carry out any activities or disclosures to comply with any regulatory, government or legal requirement.
- (f) We may enter your name, address and phone number in a publicly available directory enquiry service and directories operated by us or by a licensed third party operator such as BT, subject to your preferences and only where you have given us permission.
- (g) We may share your information with other members of our group of companies, and with our, or their, partners, associates, agents and contractors who provide services to us, and for the purposes of pursuing our legitimate interests, including people who are interested in buying our business. These may include people and companies outside the European Economic Area (the “EEA”) which consists of the European Union Member States together with Iceland, Liechtenstein and Norway.
- (h) Certain services may be provided by our suppliers in India. Where this is the case, we’ll ensure that your information is processed to the same UK standards adopted by us.
- (i) We may retain your information for as long as is necessary for the purposes detailed in this notice and until charges for services cannot be lawfully challenged and legal proceedings may no longer be pursued. Generally, we’ll keep your communications data for up to one year. Your account information will be kept after your relationship with Three ends to comply with legal and regulatory obligations.

13.7 If you use Three Services from a country outside the UK it may be necessary to transfer your information to that country. If that country is outside of the EEA, the treatment of your personal information may be subject to laws and regulations applying in that country and which may not protect your information to the same standards that apply in the UK and the EEA.

13.8 When you make a call, the calling line identity (CLI) of your phone (your 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, picture, or video message.

- 13.9 You must keep any passwords and PIN numbers relating to your Three account and Three Services 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.
- 13.10 You have the right to obtain a copy of personal data which we may hold about you. Please write to the Data Protection and Privacy Officer, Hutchison 3G UK Ltd., Star House, 20 Grenfell Road, Maidenhead, SL6 1EH. Alternatively, please email: **dpa.officer@Three.co.uk**. We may ask you to provide proof of your identity and residence and may charge £10 to cover our administrative costs. We will not accept payment of this fee by cash.
- 13.11 If you have any questions about this notice or the way in which your information is processed, please contact the Data Protection and Privacy Officer, by writing or sending an email to the above addresses.
- 13.12 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**, 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.

- 15.4 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 the 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.
- 15.5 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.
- 15.6 You confirm that you have full contractual capacity to agree to the agreement and are able to pay the Charges.
- 15.7 Third parties can't benefit from this agreement under The Contracts (Rights of Third Parties) Act 1999.
- 15.8 Our registered company number is 03885486 (England and Wales) and our registered office is at Star House, 20 Grenfell Road, Maidenhead, Berkshire SL6 1EH.

# Definitions.

Where we use these words they have the following meanings:

**Additional Services:** additional, optional or extra services which you choose to use which are not services that are part of your Package or Outside of Allowance Services. For example, they may include (but they're not limited to) Add-Ons, Premium Services, international services, services you use whilst roaming abroad, directory enquiry services, any other additional services listed in our Price Guide, calls to non-geographic numbers (such as calls to 084, 087), content or applications you may buy and/or any third party services.

**Add-on:** an additional credit which you can buy for specific supplemental Three Services (as detailed in the Price Guide).

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

**Cancellation Fee:** means a fee charged if we end the agreement due to your conduct or if you end your 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 your agreement less a discount of: (i) 3% for new connecting customers who are in the first Minimum Term of their agreement with us; or (ii) 10% for existing customers that have upgraded or renewed their existing contract with us for a further, subsequent Minimum Term.

**Charges:** charges for access to, and use of, Three Services as set out in the Price Guide. These charges may cover (but are not limited to) fixed periodic charges, including 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.

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

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

**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.

**January RPI Rate:** the January Retail Price Index annual percentage change published by the Office for National Statistics in February of each year. We may also refer to this as the "RPI Rate".

**Laptop:** a laptop which is used in conjunction with a Dongle and/or Mobile Wi-Fi and/or SIM to access Three Services.

**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 Three Services as laid out in your Package.

**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 Package (as set out in the Price Guide), including any RPI 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 the Units (whether voice Units or text Units or data Units, as applicable) which may be included in your Package (if any) or, if you don't have any inclusive allowances with your Package, any standard Services you may use.

**PAC:** a Porting Authorisation Code

**Packages:** our current Packages available for you to select that are set out in the Price Guide as well as any other Packages we may introduce in the future. 'Your Package' means the Package you have chosen, details of which are set out in the Welcome Letter, including your Minimum Term. There may be more than one Package available for you to choose from and if so, you will need to select one before you're Connected to Three. Depending on the Package you choose, you may receive an allowance made up of Units, being voice Units, text Units and data Units, which entitle you to a specified number of voice minutes, text messages and/or data – details of these are set out in the Price Guide. The Packages we offer may be changed or withdrawn from time to time, and can be viewed at **Three.co.uk** or details requested from Three Customer Services.

**Phone:** a mobile phone that you put a SIM into to receive Three Services.

**Premium Services:** any Three Services which are charged at premium rates. You can only access these Three Services, such as international calling and international roaming, with our approval.

**Price Guide:** the document that sets out the Packages 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)

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

**RPI Rate:** the January Retail Price Index annual percentage change published by the Office for National Statistics in February of each year. We may also refer to this as the “**January RPI Rate**”.

**Recurring Payment Method:** a means of, automated payment, pre-authorised by you, such as by Direct Debit or a recurring credit or debit card payment.

**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 Welcome Letter.

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

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

**Storage Services:** any Three Services which offer you storage capacity on the Three Network for storage of content which you access from Three Services.

**Suspension:** the procedure by which we temporarily Disconnect your access to the Three Services. ‘Suspend’ and ‘Suspended’ have a corresponding meaning.

**Tablet:** a tablet personal computer which is authorised for connection to the Three Network and is used to access Three Services.

**Terms:** these Terms and Conditions for using the Three Network and Three Services.

**Three Customer Services:** our service team who are available to help you with your queries. Device customers can call **333** (free) from a Three Phone or **0333 300 3333** from any other line (standard call charges apply). Mobile Broadband customers can call 500 (free) from a Three Phone or **0333 3000500** from a landline (standard call charges apply). Or you can email [customer.services@3mail.com](mailto:customer.services@3mail.com)

**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, Storage Services, Age Restricted Services and Premium Services, which we have agreed to provide to you.

**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.

**Unit:** a voice Unit, text Unit or data Unit. On use, each voice Unit will be automatically converted to one minute of a phone call, each text Unit will be automatically converted to one text sent, and each data Unit will be automatically converted to a specified amount of data – full details are set out in the Price Guide.

**Welcome Letter:** the letter or email we send to you when you take out a new agreement with us – either as a new customer or as an existing, upgrading, customer.