

Three Business Product Terms

Data Connection/Connected Hardware Plans for Business

What are Three's Data Connection/Connected Hardware Plans for Business Service?

The Data Connection Plan (also known as Connected Hardware Plan) for Business Service is a solution which provides a data connection to devices and is primarily intended to enable connectivity on equipment or services that are not traditional mobile services. These terms cover how Customer may use this service.

How does Customer get access to the Data Connection/Connected Hardware Plan Service?

The Data Connection Plan/Connected Hardware Service is available to purchase as a specific Three Business Plan

Terms and Conditions for Data Connection/Connected Hardware Plans for Business

The supply of the Data Connection/Connected Hardware Plans Service for Business under these Product Terms ("Terms") is subject to the provisions of the Terms and Conditions for using the Three Network, found at [Terms and Conditions | Three](#). These Terms may be amended from time to time, the current version of the Terms is available at [Terms and Conditions | Three](#). The term "Service" or "Data Connection Plans Service" in these service specific Terms means the Data Connection/Connected Hardware Plans for Business Service consisting of mobile data services over the Three Network.

1. Commencement Date and Minimum Term

- 1.1 The Service begins on the date Customer purchases the Data Connection Plan Service ("**Service Commencement Date**") and will continue for the agreed Minimum Term, or until the Service is terminated in accordance with the terms of the Agreement.
- 1.2 To view the Price Guide(s), please visit [Terms and Conditions | Three](#)
- 1.3 Three will use reasonable efforts to provision the Service within 7 Working Days following the Service Commencement Date, but Customer acknowledges and agrees that all dates are estimates and Three has no liability for any failure to provide the Service by any specific date or timeframe.

2. Data Connection Plans Service

- 2.1 In order for Customer to use the Service, and for Three to provision the Service, it is conditional on Customer's: (i) acceptance of these Terms; and (ii) compliance at all times with the terms of the Agreement as defined in clause 1.2 of the Terms and Conditions for using the Three Network, found at [Terms and Conditions | Three](#). Customer's or their Authorised Users' use of the Service shall be deemed acceptance of these conditions.
- 2.2 Subject to the terms of the Agreement including these Terms, and the payment of all Charges due for the Service, Three will provide to Customer during the Minimum Term, access to the Service for the purposes set out in the Agreement. No other rights are granted or provided by Three.
- 2.3 Three may change these Terms or change, suspend, discontinue, update or upgrade the Service in order to ensure compliance with new legal or technological developments, and to protect against new or emerging security issues. If the changes are likely to disadvantage Customer, Three will provide a minimum of 30 days' notice. By continuing to use the Service after that time, Customer is expressing and acknowledging acceptance of the changes.

3. Use Restrictions

- 3.1 Customer agrees:
 - 3.1.1 to use the Service only for purposes that are permitted by (i) the Agreement (ii) the Terms; and (iii) any applicable law or regulation; or (iv) any license or authorisation applicable to Customer or Three;
 - 3.1.2 not to do anything which damages or adversely affects the performance of the Service (nor permit any other person to do so) for itself or other Three customers or that may cause degradation of service levels to other Three customers as determined by Three (acting reasonably);
 - 3.1.3 not to store, distribute or transmit any material through the Service that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
 - 3.1.4 not to transfer, temporarily or permanently, any of its rights under the Agreement;

Three Business Product Terms

Data Connection/Connected Hardware Plans for Business

- 3.1.5 not to use the Service in such a way that constitutes a violation or infringement of the rights (including intellectual property rights) of any person, firm or company;
 - 3.1.6 it shall not use the Service in a way that attempts to penetrate security measures whether or not the intrusion results in the corruption or loss of data;
 - 3.1.7 it shall not use the Service in a way that uses the Services or software related to internet relay chat, peer to peer file sharing, bit torrent, or proxy server network;
 - 3.1.8 it shall not use the Service in a way that involves spamming, the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay;
 - 3.1.9 it is strictly prohibited from using or referencing the Three brand, assets or any claims relating to the provision of Connectivity by Three;
 - 3.1.10 Save in respect of clause 3.1.11 below, it shall not be permitted to resell the Service and that Three may withdraw the Service and / or ensure Customer follows the correct process to become an approved Three re-seller in instances where resale of the Service by the Customer is identified;
 - 3.1.11 the Service may be used to provide connectivity as part of an embedded SIM in a non-mobile product sold by Customer.
 - 3.1.12 it understands the Service is expressly not designed or intended for use in any critical infrastructure, or other scenario where interruption or loss of service could result in disruption or harm. Three make no representations or guarantees around resiliency of the connection beyond our standard network terms;
 - 3.1.13 it shall not use the Service in any healthcare settings where interruption or loss of service could endanger the health or safety of patients or the public. Three make no representations or guarantees around resiliency of the connection beyond our standard network terms.
- If Customer or Authorised User breaches this clause, Three may suspend the Service without notice and such breach of any of the above shall be deemed a material breach.
- 3.2 Customer must use the Service in accordance with any reasonable instructions given by Three and shall not attempt to circumvent any applicable security at any time.
 - 3.3 Customer shall be liable for any acts and/or omissions of any Authorised User, or any other persons authorised by them to access the Service.
 - 3.4 Customer shall be responsible for the setting and safeguarding of all passwords and PINs and shall ensure that any and all devices have the necessary security provisions required to keep data secure. This shall include changing all factory set/vendor supplied default passwords.
 - 3.5 Three may (in its sole discretion for operational, technical or commercial reasons) determine that it may not be able to provide some or all requested components of the Service and reserves the right to offer Customer:
 - 3.5.1 the remaining components of the Service; or
 - 3.5.2 an equivalent or improved service to replace the Service.

4. Warranties

- 4.1 Three warrants that the Service to be provided under the Agreement will be performed with reasonable skill and care.
- 4.2 Customer acknowledges that they have assessed for themselves the suitability of the Service for their requirements, and that Three does not warrant that the Service will be suitable for such requirements.
- 4.3 Three does not represent or warrant that the operation of the Service will be uninterrupted, fault-free or error-free. If Customer suffers any disruption to the Service, Customer should contact Three in accordance with the Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#)
- 4.4 Except as expressly stated above, all other warranties, conditions, terms, undertakings and representations, expressed or implied, statutory or otherwise, in connection with the Service or any services provided to the Customer ancillary or incidental to the use of the Service, are hereby excluded to the fullest extent permitted by law.

5. Data Protection

- 5.1 The following shall apply in addition to clause 13 of the Terms and Conditions for using the Three Network, Customer's obligations:
 - 5.1.1 In the event that Customer is deemed to be a Controller of Personal Data, Customer warrants, represents, and undertakes that the Personal Data shall comply with the Applicable Data Protection Laws in all respects including, but not limited to, its collection, holding and processing. Customer warrants

Three Business Product Terms

Data Connection/Connected Hardware Plans for Business

that if required by Applicable Data Protection Laws, it will notify the relevant Data Subject(s) or as required procure the relevant Data Subject(s) properly informed consent required for the Processing of User Personal Data for the purpose of providing the Services.

- 5.1.2 In the event that consent is required by Applicable Data Protection Law and in the case that such consent is not provided or withdrawn and Customer cannot otherwise justify the Processing of User Personal Data pursuant to the Services as being in compliance with Applicable Data Protection Law in respect of one or more Data Subjects as required in 5.1.1 above, Customer shall promptly notify Three thereof and hereby acknowledges and agrees that, notwithstanding any other provision of the Agreement, Three shall not be obliged to continue to provide the Services in respect of such affected Data Subject(s).

6. Roaming

- 6.1 Customer is not permitted to roam outside of the UK with the Service or any part thereof. If Customer does roam with the Service in breach of this clause 6, then Three reserves the right to apply charges and to take action to remedy this breach, including but not limited to, the termination of the Connection or Service as necessary.

7. Publishing results

- 7.1 Customer shall not and shall ensure that its Authorised Users shall not publish any results of any benchmark or performance tests of the SIMs, the Network, the Services, or component thereof (such restriction shall not restrict Customer from publishing performance results as specifically related to Customer's machines and not to the Services).

8. Peer-To-Peer communication

- 8.1 Unless otherwise agreed between the parties, peer-to-peer communication is not permitted.

9. Data Connection Plans Service Support

- 9.1 Three will respond to Customer queries or reported faults as soon as reasonably practicable by taking service support measures it deems appropriate. Customer should contact the Three Business Service Team for such support.
- 9.2 The Data Connection Plans Service is provided to the Customer and all requests for support shall only be actioned via a Customer's direct request. End User support is not available directly from Three to Users in respect of their individual Connection(s). All support required by individual end Users shall be via the Customer as the authorised primary contact. For the avoidance of doubt Customer shall be responsible for all support in conjunction with use in relation to Clause 3.1.11 (provision of connectivity as part of an embedded SIM in a non-mobile product sold by Customer).
- 9.3 For the purposes of making improvements to the Service, scheduled unavailability may be required from time to time. Three will use reasonable efforts to schedule unavailability in a manner that minimises disruption to Customer, but excludes all liability.

10. Liability (Limitations and Exclusions)

- 10.1 These Terms shall apply in addition to the terms set out in Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#).
- 10.2 Three shall not be liable to Customer, their Authorised Users or any third party, for any direct, indirect, special, exemplary, incidental or consequential loss including, but without limitation, loss of profit, loss of revenue, capital expenditure or loss of goodwill, resulting from any claim including, without limitation a claim for breach of contract, in tort, for negligence, for breach of warranty or otherwise and whether or not foreseeable, and including, but without limitation, arising as a result of: (a) any unauthorised third party access to the Service; or (b) the suspension or termination of the Service (as permitted by the Agreement).
- 10.3 Three shall not be liable for non-performance of the Service.

11. Suspension of the Data Connection/Connected Hardware Plans Service

- 11.1 Three may change these Terms and change, suspend or discontinue the Service at any time.

Three Business Product Terms

Data Connection/Connected Hardware Plans for Business

- 11.2 In addition to the rights of suspension set out within the Terms and Conditions for using the Three Network for Business customers found at [Terms and Conditions | Three](#), Three reserves the right to suspend the Service pending investigation where:
- 11.2.1 it reasonably suspects any of the requirements in these Terms have been breached by Customer and reserves the right to terminate the Agreement immediately (without cost or liability on the part of Three) where such breach has taken place;
 - 11.2.2 in the event of an emergency including complying with any request of an emergency service organisation;
 - 11.2.3 maintenance; or
 - 11.2.4 to comply with any law, regulation, court order or governmental request or order.
- 11.3 Any suspension of the Service shall not exclude Three's right to subsequently terminate the Agreement.

12. Termination of the Data Connection/Connected Hardware Plans Service

- 12.1 Without prejudice to Three's other rights set out within the Agreement, Three shall be entitled to terminate the Service forthwith on written notice to Customer in the event that:
- 12.1.1 Customer fails to promptly comply with any reasonable request/condition specified by Three in relation to Customer's use of the Service;
 - 12.1.2 Three is unable to resolve a dispute with any third party or continue to receive services from any third party upon whom provision of components of the Service is related or contingent; or
 - 12.1.3 Three has reasonable grounds to believe that Customer's use of the Service constitutes a breach of any Applicable Law.

13. Definitions

- 13.1 The Definitions section of the Terms and Conditions for using the Three Network for Business customers Agreement (titled 'Definitions') shall be amended by the inclusion of the following additional defined terms:

"Applicable Data Protection Laws" means the relevant data protection and privacy laws including the General Data Protection Regulation (EU) 216/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and the Data Protection Act 2018 as amended, revised or replaced from time to time and any other regulatory requirements to which the parties are subject;

"Authorised Users" means the Users nominated by Customer to have access to the Service;

"Connection" means the procedure by which Three gives Customer or an Authorised User access to Three Services;

"Controller" has the definition set out in Applicable Data Protection Laws;

"Data Subject" means any identifiable or identified natural person;

"Three Network" means the public telecommunications network owned, operated or used by Three;

"Personal Data" means any information relating to an identified or identifiable natural person as defined by the Applicable Data Protection Laws;

"Processing" has the definition set out in Applicable Data Protection Laws;

"Service" or **"Data Connection Plans Service"** or **"Connected Hardware Plans Service"** means the Data Connection Plans for Business Service consisting of mobile data services over 4G or 5G.

"SIM" means a card which contains the Three phone number and enables Customer to access Three Services;

"Three Business Service Team" means the team contactable on 337 from a Three phone, or 0800 033 8033 from any other phone. The Three Business Service Team are available from 8am to 8pm on Working Days, or 9am to 6pm on Saturdays;

"Working Day(s)" means Monday to Friday inclusive, other than public holidays in the UK.