



Three Business Product Terms

Essential Service for Business

What is Three's Essential Service for Business Add-on?

As part of the Essential Service, Customer will receive Three Analyst Standard. Three Analyst provides an interactive billing insight reporting tool to assist analysis of usage patterns, and to facilitate greater understanding and control over telecoms usage in Customer's business.

For full terms and overview of Three Analyst Standard, please see the Three Analyst for Business Product Terms at [Terms and Conditions | Three](#)

How does Customer get access to Essential Service?

Essential Service is incorporated into specific Three Business Plans as set out in the Price Guide(s). Please visit [Terms and Conditions | Three](#)

Terms and Conditions for Essential Service for Business

The supply of the Essential 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 "Essential Service" in these Terms means the Essential Service for Business Add-on.

1. Commencement Date and Minimum Term

- 1.1 The Service begins on the date Customer purchases the applicable Three Business Plan incorporating the Essential Service for Business Add-on ("**Essential Service Commencement Date**") and will continue for the agreed Minimum Term of the associated Three Business Plan, or until the associated Three Business Plan is terminated in accordance with the terms of the Agreement.
- 1.2 Customer acknowledges and agrees that the Service is for the Minimum Term of the associated Three Business Plan as specified in the Agreement. 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 Essential 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. Essential Service

- 2.1 If Essential Service is incorporated into Customer's Three Business Plan, this will be set out clearly in the Price Guide(s). This is mandatory and cannot be opted out of. There will be no reduction to the Three Business Plan's Monthly Charge if the Essential Service is not utilised by Customer.
- 2.2 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 the Three Analyst for Business Product 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.
- 2.3 Subject to the terms of the Agreement including these Terms, and the payment of all Charges due for the associated Three Business Plan, Three will provide to Customer during the Minimum Term, access to the Service for its internal business purposes as necessary for the purposes set out in the Agreement. No other rights are granted or provided by Three.
- 2.4 Customer acknowledges and agrees that provision of Three Analyst is subject to the Three Analyst for Business Product Terms at [Terms and Conditions | Three](#)
- 2.5 If Customer has the Essential Service, Customer acknowledges and agrees that Three will have access to Customer's Three Analyst Service in order to set up users, troubleshoot or provide advice on usage.
- 2.6 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.



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3. Use Restrictions

- 3.1 Customer agrees:
- 3.1.1 the Service is provided for Customer's internal use and Customer shall not permit access to the Service to any third party through any means;
 - 3.1.2 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;
 - 3.1.3 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);
 - 3.1.4 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;
 - 3.1.5 not to transfer, temporarily or permanently, any of its rights under the Agreement;
 - 3.1.6 not to use the Service in such a way it constitutes a violation or infringement of the rights (including intellectual property rights) of any person, firm or company; or
 - 3.1.7 not to access (or attempt to access) the Service by any means other than through the interfaces provided by Three.
- 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 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:
- 3.4.1 the remaining components of the Service; or
 - 3.4.2 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 Essential Service or any services provided to the Customer ancillary or incidental to the use of the Essential Service, are hereby excluded to the fullest extent permitted by law.

5. Essential Service Support

- 5.1 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.
- 5.2 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.

6. Liability (Limitations and Exclusions)

- 6.1 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](#)
- 6.2 Three shall not be liable to Customer, their 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).



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6.3 Three shall not be liable for non-performance of the Service.

7. Suspension of the Essential Service

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

7.2 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:

7.2.1 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;

7.2.2 in the event of an emergency including complying with any request of an emergency service organisation;

7.2.3 maintenance; or

7.2.4 to comply with any law, regulation, court order or governmental request or order.

7.3 Any suspension of the Service shall not exclude Three's right to subsequently terminate the Agreement.

7.4 For impact on Customer's Three Analyst Service, please visit the Three Analyst for Business Product Terms at [Terms and Conditions | Three](#).

8. Termination of the Essential Service

8.1 Where included as part of a Three Business Plan, upon cease or termination of the associated plan, the Service will also be terminated.

8.2 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:

8.2.1 Customer fails to promptly comply with any reasonable request/condition specified by Three in relation to Customer's use of the Service;

8.2.2 Three is unable to resolve a dispute with any third party upon whom provision of components of the Service is related or contingent; or

8.2.3 Three has reasonable grounds to believe that Customer's use of the Service constitutes a breach of any applicable Law.

9. Definitions

9.1 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:

a) "Authorised Users" means the Users nominated by Customer to have access to the Essential Service.

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

"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.