



## Terms for HelloGlobe Services

### Who's who and what's what

1.1 When we say: (a) 'we', 'us' or 'our', we mean Three Ireland (Hutchison) Limited, trading as 'HelloGlobe'; (b) 'you' or 'your', we mean you, our customer; (c) 'agreement', we mean your agreement with us for the supply of an eSIM and the HelloGlobe Services.

1.2 We also have set out in the glossary at the back of this agreement some useful definitions of words we use in these terms for HelloGlobe Services.

### 2. About your agreement

2.1 Your agreement is made up of these terms for HelloGlobe Services, your Plan, any specific terms and conditions of your Plan published on our Website and provided to you when you use the App] together with any policies regarding your use of HelloGlobe Services which we may notify you of from time to time. Additional terms may apply to any promotional or special offers.

2.2 You agree to do what you've contracted to do in this agreement. Your agreement is personal to you. You can't pass your rights or responsibilities to anyone else. It's your responsibility to make sure the eSIM are only used to access HelloGlobe Services as permitted in this agreement. You agree that you are responsible for paying the charges set out in the Plans to use the HelloGlobe Service and that we may decrement your data allowance as you use the HelloGlobe Service as set out in you Plan.

2.3 This agreement does not cover: (a) the supply and use of the device on which the eSIM is installed and the HelloGlobe Services are used. **You agree that it is your responsibility at all times to ensure that any device on which you intend to**

**install and use the eSIM and the HelloGlobe Service is network unlocked, eSIM compatible, that you can download the HelloGlobe app to your device and configure your device settings to download and activate the eSIM. You remain responsible for your device and for ensuring the App is up to date, and your device setting continue to be compatible with the operation of the eSIM;** or (b) any products or services you access, use or buy while using HelloGlobe Services.

### **3. When your agreement begins**

3.1 This agreement begins when you download an App and create an account with us. A Plan must be purchased in order to use the HelloGlobe Service with the eSIM.

3.2 Each subsequent Plan you purchase is a separate contract between you and us and is governed by this agreement and the terms and conditions of the Plan. After purchase, Your Plan commences after you have purchased, installed, and activated your eSIM, and when your eSIM connects to a Partner Network at the Destination. It will remain active until the earlier of (i) you have consumed all of the data in your Plan and (ii) the end of the duration of your Plan, (at which time any unused data allowance will be cancelled) ("**Plan Expiry**"). In order to maximise the benefit of your Plan, you should only start your plan when you are ready to use the HelloGlobe Service at your Destination

### **Variations to the Agreement and Plans**

3.3 We may vary any of the terms of the agreement, including our Plans, on the following basis: (a) any updated terms of the agreement and Plans will be available on our Website and App and you will be required to accept these before you purchase a new Plan; (b) we will let you know at least one month in advance if we make any variations to the terms of the agreement that will apply to your use of the HelloGlobe Services, that come into effect after the date you entered into your agreement and before your Plan Expiry.. You are free to stop using the HelloGlobe Services and end the agreement within one month of us telling you about a variation to the terms and conditions of your agreement by stopping your use of the HelloGlobe Services. In this case, and subject to the exceptions below, you may also contact us for (i) a full refund of the cost of your Plan if you have not activated your Plan or (ii) pro-rata refund of cost of your Plan if you have not used the full allowance. You will not be entitled to a refund where such variation is exclusively to the benefit of you, is of a purely administrative nature and has no negative effect on you, or is directly imposed by European Union, Irish or other mandatory law.

3.4 Subject to section 3.3, we may, in our sole discretion, discontinue the supply of eSIMs, the sale of any Plans, remove any Destinations from our Plans.

If you carry on using the HelloGlobe Services after the variation commences, you will be deemed to have accepted the variation.

## **Your right of withdrawal**

3.5 If you are purchasing a Plan as a consumer, you are legally entitled to withdraw from this agreement within 14 days. Your right to withdraw from the agreement expires 14 days after you purchase the Plan. If within the 14 days of purchase of your Plan, you have commenced use of the Plan and then exercise your right of withdrawal before the Plan Expiry, you will receive a pro-rata refund proportionate to your use of the Plan. You acknowledge that: (i) if you have consumed all of the data in your Plan or (ii) the duration of your Plan has expired, the agreement will be deemed to be fully performed by us, and you will no longer have the right to cancel the agreement. If you wish to exercise this right you must contact our Customer Services.

## **4. What we will provide for you.**

4.1 We will open an account for you and provide you with an eSIM. **You will not be provided with a phone number and you acknowledge that you will not be able to make or receive voice telephone calls including calls/messages to emergency services or to send or receive SMS messages.**

4.2 We own each eSIM, which remain our property at all times. You are being allowed to use the eSIM by us on a limited licence to enable you to access HelloGlobe Services, in accordance with the terms of this agreement. We may recall the eSIM at any time for upgrades, modifications, misuse or when your agreement ends. You can only use our eSIM to obtain Services from us.

### **HelloGlobe Services**

4.3 When you have downloaded the eSIM and purchased a Plan, we will provide you with access to the HelloGlobe Services. The HelloGlobe Service allows you to use, on a pre-purchased basis only, mobile data package allowances for use in your selected Destination for the period from activation of your selected Plan, until Plan Expiry.

### **Limitation of HelloGlobe Services**

4.4 We will always try to make HelloGlobe Services available to you. However, HelloGlobe Services are only available at the Destination within the coverage areas of our Partner Networks. Mobile internet speeds vary due to a number of factors including but not limited to (a) the location of the user, (b) device capability (handset, modem/dongle), (c) distance of user from the serving site, (d) number of users active on the site, (e) location of the modem if using in doors and (f) topographical issues that arise in the case of valleys, mountainous terrain, trees, buildings and other obstructions. In the case of indoor use, advances in building insulation can also negatively impact service and speed.

4.5 There may be areas where you do not have access to the HelloGlobe Services or where coverage is otherwise limited or unavailable.

4.6 If you access mobile networks at your Destination, other than our Partner Networks using the HelloGlobe Services, roaming charges may apply. If you have enabled "allow cellular data switching" on your device, then your device may automatically switch from the eSIM to another SIM on your device resulting in you incurring roaming charges. You are solely responsible for roaming charges that relate to your device accessing mobile services other than through the HelloGlobe Services.

### **Disruption to HelloGlobe Services**

4.7 There may be situations when HelloGlobe Services are not continuously available or the quality is affected and so we cannot guarantee continuous fault-free service. For instance: (a) when there are works undertaken by our Partner Networks to upgrade, maintain their network at the Destination or when you move outside their coverage area whilst you are using the HelloGlobe Service; and (b) because of other factors outside our control, such as the features or functionality of your device, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in Partner Networks or other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

### **Deactivation of your HelloGlobe Account, eSIM and Plan**

4.8 We reserve the right to delete: (a) your account if your account has been inactive (i.e. you have not purchased a Plan) for a period of 24 months, (b) your eSIM, if your account has been inactive (i.e. you have not purchased a Plan) for a period of 18 months; and (c) and cancel your Plan if you have not activated your Plan within 12 months of purchase.

### **Responsible use of HelloGlobe Services**

4.9 You may only use HelloGlobe Services: as laid out in this agreement; and for your own personal use. This means you must not resell or commercially exploit any of the HelloGlobe Services.

4.10 You must not use HelloGlobe Services, the eSIM or allow anyone else to use these 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) in any way which breaches any security or other safeguards or in any other way which harms or interferes with the integrity of our network, and systems, Partner Networks and the networks or systems of others; (d) that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way; (e) to falsify or delete any author

attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload; and

4.11 You must co-operate with us and follow our reasonable instructions to ensure the proper use and security of your HelloGlobe Services and account.

4.12 We may publish policies including: (a) acceptable use and fair use policies which provides more detail about the rules for use of the HelloGlobe Services, and the actions that might be taken and any network management tools or measures which may be taken in order to ensure that use of the HelloGlobe Services is not excessive, to combat fraud and to ensure that HelloGlobe Services can be enjoyed by all of our customers; (b) policies relating to network management tools or measures that may be undertaken to measure and shape traffic so as to avoid filling or overfilling a Partner Networks or other network link or node or any IT system; (c) policies regarding steps that may be taken to prevent and in reaction to security and integrity threats and vulnerabilities (including threats or vulnerabilities to our network or Partner Network, IT and other systems); (d) privacy policies and/or cookie policies to explain how your personal information is processed on our apps, websites and extra services you choose to engage with.

You will be able to view these policies on our Website. You agree to comply with any policy (including any amended policy) published by us from time to time that applies to your use of the HelloGlobe Services and agree that we may implement these policies.

### **Usage Notifications**

4.13 We shall provide you with the facility to monitor and view usage of your data allowance on our App.

### **Responsible use of HelloGlobe Services.**

4.14 When you use the HelloGlobe Services at your selected Destination, your use of the HelloGlobe Services may be subject to laws and regulations that apply in that country. We are not liable for your failure to comply with those laws or regulations. The HelloGlobe Service is only available for purchase by persons over the age of 18. If you purchase the HelloGlobe Service for use by someone under 18, you agree that you are responsible for ensuring that such individuals do not access services or content that is unsuitable for persons under 18.

## **5. Your Rights - Complaints**

5.1 If you are unhappy about any aspect of our HelloGlobe Services, you should contact our Customer Services (see the Glossary section for our Customer Services contact details).

5.2 We will investigate any complaint in accordance with our complaints handling policy, after which we will contact you with the results. Our complaints handling policy is detailed in our Code of Practice which is a pdf document accessible from our Website.

5.3 See our Privacy Notice for information about data protection and privacy complaints.

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

6.1 All rights, including copyright in HelloGlobe Services and their content, belong to us, or our licensed source, such as a content provider. We reserve all our rights.

6.2 The 'HelloGlobe' trademark and other related images, logos and names on HelloGlobe Services are proprietary marks of our group of companies. We reserve all our rights.

## **7. Suspension of HelloGlobe Services**

7.1 We may suspend any or all of the HelloGlobe Services you use without notice if: (a) we reasonably believe you have provided us with false or misleading details about yourself; (b) we advise you that your improper use of HelloGlobe Services is causing problems for other users; (c) we believe your device or eSIM has been lost or stolen; (d) we reasonably believe that you have used HelloGlobe Services or the eSIM for illegal or improper purposes; (e) we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you are using HelloGlobe Services in any of the ways prohibited by this agreement; (f) we are required to suspend your HelloGlobe Services by the emergency services or other government authorities; .

## **Ending this Agreement**

9.1 You can end the agreement as set out in Section 3 (b).

9.2 We can end this Agreement and immediately without notice cease provision of HelloGlobe Services: (a) if we have the right to suspend your HelloGlobe Services on any of the other grounds as permitted in Section 8 and we believe that the grounds are serious and have not, or are unlikely to be, rectified; or (b) if we believe that your communications with our Customer Services or any of agents, of your use of our the HelloGlobe Services, are of an unacceptable nature; (c) in the event of your death; or (d) if we are no longer able to provide HelloGlobe Services due to factors beyond our control or because we cease business.

9.3 If this agreement ends, we will close your account and deactivate your eSIM and you will not be able to use the HelloGlobe Services.

## **10. Liability**

## **Limits on our liability**

10.1 All of our obligations to you relating to HelloGlobe Services are set out in your agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing.

10.2 Except as set out in 10.3: (a) all other terms, conditions and warranties relating to HelloGlobe 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 are not liable for any direct or indirect loss of income, business, anticipated savings, goodwill or profits, or for any loss or corruption of data in connection with the use of HelloGlobe Services; (d) We are not liable for any indirect or consequential loss incurred by you; and (e) we are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.

10.3 Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you are a consumer, the terms of this agreement will not affect any of your statutory rights which you have, which cannot be excluded by this agreement.

## **HelloGlobe Services – Areas where we have no responsibility**

10.4 We will try to ensure the accuracy, quality and timely delivery of HelloGlobe Services. However: (a) we accept no responsibility for any use of, or reliance on, HelloGlobe Services or their content, or for any disruptions to, or any failures or delays in, HelloGlobe Services. This includes, without limitation, any alert Services or virus detection Services; and (b) subject to Section 10.3 we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of HelloGlobe Services or their content. They are provided to you on an 'as is' basis.

10.5 We will not be liable: (a) for any loss you may incur as a result of someone using your eSIM, with, or without, your knowledge; or (b) if we cannot carry out our duties, or provide HelloGlobe Services, because of something beyond our control; or (c) for your failure to comply with your agreement.

10.6 You may be able to use HelloGlobe Services: (a) to upload, email or transmit content using HelloGlobe Services; and (b) to access content which is branded or provided by others and to acquire goods and Services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or Services. We are not responsible or liable in any way for, and do not endorse, any of this content, goods or Services.

10.7 This Section 10 will apply even after this agreement has ended.

## 11. **Privacy**

11.0 We will process your personal information in accordance with our Privacy Notice; our Website and App privacy policies and cookie policies available from the App or Website you choose to visit.

## 12. **Notices**

12.1 Our website is a great source of information that you may find useful when using our services – it is the most up to date source of information about HelloGlobe and its services. You may find it useful to refer to when using our services.

12.2 If we need to send any notices under this agreement to you, we will do this by communicating them to you using your most recent contact details given to us (if any).

## 13. **Other terms**

13.1 Except as applicable mandatory law may apply, this agreement and any claims and disputes between us is governed by Irish law and each of us agrees to only bring legal actions in an Irish court.

13.2 If you, or we, delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us, from taking action later.

13.3 If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.

13.4 We may assign rights under your agreement to any third party. We may assign, novate or transfer our rights and obligations under your agreement to a third party who agrees to continue complying with our obligations under this agreement.

13.5 You confirm that you have full contractual capacity to agree to the agreement and you warrant that the information provided by you to us is accurate and complete.

14. Our registered office is at: Three Ireland (Hutchison) Limited, 28/29 Sir John Rogerson's, Quay, Dublin 2 and our registered number is 316982 (Ireland).

15.1 You acknowledge that this agreement relates to a supply of a consumer Plan and if you proceed to purchase a Plan, you will not be treated as a Taxable Person for the purposes of either s.2 of the VAT Consolidation Act 2010 or Article 9 of Council Directive 2006/112/EC (the 'VAT Directive') or under any other applicable laws.

Sales Tax and Indirect Taxes: The charges for HelloGlobe Services include value-added tax (VAT) and any other applicable sales taxes, duties, or levies imposed by any authority, government, or governmental agencies.

15.2 Pricing and Invoicing: All prices displayed on our App and Website are inclusive of value-added tax (VAT) and any other applicable sales taxes, duties, or levies imposed by any authority, government, or governmental agencies unless otherwise stated.

15.3 Any disputes regarding the application of VAT or other sales taxes shall be resolved in accordance with the applicable tax laws and guidance of the competent tax authority.

15.4 We reserve the right to update this section 15 (Sales Tax and Indirect Taxes terms) based on legal and regulatory changes, and/or based on our understanding of the law.

## **Glossary**

**"App"** means the HelloGlobe application downloaded by you to your device.

**"Destination(s)":** means the country or countries (bundled as a region) listed in our App and Website in respect of which you can purchase a Plan.

**"Customer Services":** our service team who are available to help you with your queries and complaints. They can be contacted by email [help@support.helloglobe.com](mailto:help@support.helloglobe.com) or webchat through our Website

**"eSIM":** a digital SIM chip embedded in your device to which an HelloGlobe eSIM profile has been downloaded.

**"Partner Network(s)"** the data mobile networks of third-party operators with whom we have agreements to access their networks at the Destinations.

**Plan:** our current price plans set out on our App and Website as well as any other price plans we may introduce in the future. There will be more than one plan offered to you and if so, you will be required to select one before you are connected to the HelloGlobe Service. The Plans may be amended or withdrawn from time to time, and can be viewed on our Website or on our App.

**Plan Expiry:** means as defined in section 3.2

**Website:** [www.helloglobe.com](http://www.helloglobe.com)