

3PhoneSwap Customer Terms and Conditions

Clause 1 Preamble

- 1.1 These Terms and Conditions apply to the 3PhoneSwap service available to Sim Only customers of Three Ireland (Hutchison) Limited and Three Ireland Services (Hutchison) Limited (hereinafter “**Three**”) as provided by **Bolttech Device Protection (Ireland) Ltd** (“***bolttech***”).

Clause 2 The 3PhoneSwap Service

- 2.1 The 3PhoneSwap Service allows you to change a mobile device which has been registered with us (a “Registered Device”) for a replacement device (a “Replacement Device” and **together a “Device”**) up to two (2) times during each 12-month period, counting from the commencement of your subscription (hereinafter “the 3PhoneSwap Service” or “3PhoneSwap”). Once you have completed subscription, you become a 3PhoneSwap Customer. The 3PhoneSwap Service is available to all Three Sim Only customers, both existing customers and new subscribers to the 3PhoneSwap Service, resident in the Republic of Ireland.
- 2.2 To subscribe to the Service, you need to complete the online subscription form at www.three.device.bolttech.ie (the “Subscription Form”). You will be asked for the following information when filling out the Subscription Form and you will also need to have this information available when you make a 3PhoneSwap:
- 2.2.1 Your full name;
 - 2.2.2 Your ID, which must be your passport number or driving licence number;
 - 2.2.3 Your date of birth, confirming you are over 18 years old;
 - 2.2.4 The International Mobile Equipment Identity (“IMEI”) of your Device;
 - 2.2.5 Your email address; and

2.2.6 Your payment details (debit or credit card).

2.3 The 3PhoneSwap Service is only available to customers aged 18 years or older, resident in the Republic of Ireland.

2.4 *boltttech* is responsible for the provision of the 3PhoneSwap service. *boltttech* reserves the right to make a reasoned rejection of an application to sign up 3PhoneSwap without undue delay, if the device you wish to register with us fails a diagnostics test we may choose, in our entire discretion, to carry out.

2.5 Bolttech's website at www.three.device.boltttech.ie is your first contact point for advice, assistance and support for all your questions and requests. Alternatively, you may call our Service Centre 7am - 5pm, Monday to Saturday on + (0)353 15569772.

2.6 Your rights under this contract are fulfilled by *boltttech*, unless explicitly stated otherwise.

2.7 In order to make a 3PhoneSwap, you must have first done each of the following:

2.7.1 have paid all due Subscription Fees up to date (see Clause 4 below);

2.7.2 pay the 3PhoneSwap Fee to *boltttech* (see Clause 4 below for details);

2.7.3 remove the SIM card and any accessories you wish to keep from your Registered Device; accessories include cables, chargers, cases, ear buds, earphones and protective screens. If you fail to do so the SIM card, and any accessories, will be safely disposed of.

2.7.4 transfer any data that you wish to keep and then delete all data from your Registered Device;

2.7.5 turn off any or other apps, locks or features , (apple iOS - find my iPhone/ Android - find my phone or any device management applications downloaded to your device) that may prevent *boltttech* from resetting the Registered Device. If this is not done prior to handover because of your failure to use reasonable efforts to do so, *boltttech* reserves the right to recover from you the cost up to the replacement value of the Registered Device or Replacement Device, as the case may be;

2.7.6 fulfil any further reasonable instructions in relation to the 3PhoneSwap given by Three or *boltttech* to you by SMS and by email.

- 2.7.7 make a 3PhoneSwap request by completing an application form at www.three.device.bolttech.ie; and
- 2.7.8 hand your Registered Device to the courier who will then deliver the Replacement Device to you, or your nominee, if *bolttech* has agreed, in writing, to allow you to nominate another person to hand it over. If, for any reason, you are not able to hand over the original Registered Device, or any replacement under a previous 3PhoneSwap, the courier will not deliver your Replacement Device to you.
- 2.8 Three or *bolttech* shall not be held liable at any time for any consequences of data not being removed or deleted from the Device or for any associated accessories.
- 2.9 Provided you have paid all due Subscription Fees, you are entitled to request up to two 3PhoneSwaps within a 12 month period without stating a reason for the request and regardless of the condition, including damage or malfunction, of the Registered Device. You must provide all information reasonably requested by *bolttech* to process the 3PhoneSwap (such as details of your Registered Device, and the preferred Replacement Device).
- 2.10 It is your sole responsibility to decide, before the 3PhoneSwap Request, whether you wish to take advantage of any statutory or original equipment manufacturer warranty covering the Registered Device or whether you wish to make a 3PhoneSwap instead.
- 2.11 Upon making a 3PhoneSwap Request in accordance with these Terms and Conditions, the 3PhoneSwap Fee becomes due and payable.
- 2.12 The 3PhoneSwap does not include the replacement of SIM cards or any Device accessories
- 2.13 Once the 3PhoneSwap has been performed, the Registered Device immediately becomes the property of *bolttech* without further payment due from *bolttech*.
- 2.14 The Registered Device that you hand to the courier together with any accessories you have not removed become *bolttech's* property upon handover. You warrant that you own the Device and such accessories and that you are entitled to transfer ownership to *bolttech*, and you undertake sole responsibility for any liability in respect of the Registered Device and/or accessories to third parties who have any interest in it or in any accessories handed over together with the Registered Device.

Registered Device

2.15 The Registered Device is

- 2.15.1 a device matching the registered criteria selected at the time of your subscription to the Services: brand, model, capacity size, colour and unique IMEI. Specific Details and records are available on the registered account on www.three.device.bolttech.ie,
- 2.15.2 belonging to you and registered with *bolttech* upon signing the Subscription agreement, and
- 2.15.3 A device which has passed our diagnostics test if, in our entire discretion, we require a test to be carried out

Replacement Device

- 2.16 The Replacement Device supplied by *bolttech* will be either new or “Grade A”. Grade A devices are newly remanufactured devices. Neither new nor Grade A devices will have original packaging or accessories.
- 2.17 When you request a 3PhoneSwap, you can choose from a selection of Replacement Devices:
 - 2.17.1 Like for Identical – same brand, same model, same colour; or
 - 2.17.2 Like for Like – same brand, same model and different colour;
 - 2.17.3 Like for Similar – different brand, different model and different colour of a similar value.
- 2.18 The choice of replaced devices are subject to stock availability at the time of 3PhoneSwap request.
- 2.19 In exceptional cases it may not be possible, despite reasonably adequate stocking, to offer a device in accordance with Clause 2.17.1 or 2.17.2. In such a case, you will be asked without undue delay after you have indicated your original choice, whether you would like to receive

- (1) the option listed in sub-clause 2.17.3, or
- (2) a cash payment, such amount equaling the current reconditioned market value of your Registered Device (as reasonably determined by *boltttech* in accordance with objective criteria).

2.20 In any case, you are not entitled to a Replacement Device of a newer generation and/or a Replacement Device with superior technical/functional features.

2.21 You should promptly inspect the Replacement Device to ensure that it is in conformity with the specifications in your 3PhoneSwap Request. This is without prejudice to your statutory and legal rights under Irish and EU law and regulation respectively, covering the Replacement Device.

2.22 *boltttech* will deliver the Replacement Device to your selected location within the following timeframes:

	3PhoneSwap request made (Mon-Saturday) from 7:00 - 17:00 excl. public holidays	3PhoneSwap Request at any other time
Addresses within the Republic of Ireland	Delivery during next working day	Delivery within two working days
Other addresses in the EU, Switzerland, EEA, UK	Delivery within two working days	Delivery within three working days

2.23 Longer delivery times may apply if an earlier delivery time is unfeasible due to circumstances beyond *boltttech*'s reasonable control.

- 2.24 Should you not be present to receive the delivery at the agreed delivery time, bolttech will arrange a new delivery within a reasonable time and at no additional cost. Should you also be unavailable at the newly appointed time, reasonable costs for any further delivery attempts shall be borne by you.
- 2.25 Bolttech reserves the right to make a reasoned rejection of a 3PhoneSwap Request without undue delay in the following cases:
- 2.25.1 if you are in material breach of these Terms and Conditions;
 - 2.25.2 if there are objective reasons to suspect fraud or attempted fraud;
 - 2.25.3 if the Registered Device's IMEI number appears on GSM Associations' ("GSMA") blacklist as stolen or lost. If you think that such inclusion is unjustified, this shall be resolved between you and the GSMA participant member that initiated the blacklisting, which has undertaken not to unreasonably continue such blacklisting if the device has been reported found; or
 - 2.25.4 where otherwise provided for under these Terms and Conditions.
- 2.26 For the avoidance of doubt:
- 2.26.1 the Replacement Device IMEI shall become the registered IMEI;
 - 2.26.2 If a second Replacement Device within the 12 month term is lost or stolen, you may register a new device, subject to criteria, being met by contacting our Service Centre via www.three.device.bolttech.ie or by calling +353 15569772. If you register a new device in a different, higher pricing band, your subscription and 3PhoneSwap fees will be reassessed and will increase.
 - 2.26.3 If your Device is replaced under warranty, evidence of which may be required, may register the replaced Device by contacting our Service Centre via www.three.device.bolttech.ie
 - 2.26.4 If your 3PhoneSwap request is satisfied by a cash payment and you wish to register a new Device, you may do so by contacting our Service Centre via www.three.device.bolttech.ie

Clause 3 Service Commencement Date and term

- 3.1 The service commencement date is stated within the Subscription Form completed upon subscribing for the Service.
- 3.2 The minimum term of your contract (the “Minimum Term”) is twelve months from the Service Commencement Date. Either you or *boltttech* may terminate the contract by giving notice in writing at least one month prior to the expiry date of the Minimum Term.
- 3.3 At the end of the Minimum Term, unless terminated in accordance with the following paragraph, your contract moves to a monthly rolling contract.
- 3.4 After the Minimum Term, this contract may be terminated by *boltttech* or you by giving one month’s notice. The final termination date is the end of the calendar month following the receipt of the termination notice.
- 3.5 If the Subscription Agreement is ended before the expiry of its Minimum Term (12 months) and the reason for this it that either it has been terminated by *boltttech*, for cause (for which you are to blame) or it ends by way of mutual agreement between you and *boltttech*, responsibility for payment continues until the end of its Minimum Term. In such case, you are responsible for payment of all remaining monthly Subscription Fees up until the end of the Minimum Term. Such fees shall be immediately due and payable.
- 3.6 Within 14 days after the Service Commencement Date and therefore within the Minimum Term you may cancel the contract by completing the Cancellation Form which you will find at www.three.device.boltttech.ie, provided that you have not already requested a 3PhoneSwap and provided that 3PhoneSwap has not already been fulfilled. In case of such a cancellation, the monthly Subscription Fee (see the following Clause) if already paid shall be reimbursed in full.

Clause 4 Service Fees, Taxes and other payments

- 4.1 The following fees (the “Service Fees”), full details of which can be found at www.three.device.boltttech.ie, will be charged from the Service Commencement Date:
 - 4.1.1 The monthly Subscription Fee which you owe to boltttech .
 - 4.1.2 The 3PhoneSwap Fee which shall apply on confirmation by boltttech of a valid 3PhoneSwap Request.

4.1.3 In case you do not pay the Service Fees when due, bolttech may charge you any costs it has incurred, such as costs for reminders, collection fees and legal costs provided that such costs are necessary, reasonable in amount and appropriate.

4.2 All Service Fees include VAT at the prevailing rate.

4.3 If you are in default of your payment obligations we will notify you by SMS and/or email. Please refer to the cancellation procedure set out at www.three.device.bolttech.ie

4.4 **Personal Data and Registered Device Data**

4.5 *bolttech* is controller pursuant to the applicable data protection laws, and will process your personal data in accordance with the EU General Data Protection Regulation (EU Reg. 2016/679), and pursuant to *bolttech's* privacy policy which can be viewed at www.three.device.bolttech.ie where you can also find further information in relation to the additional purposes of the processing of your personal data by bolttech.

Clause 5 *bolttech* Limited Warranty

5.1 Without affecting your statutory rights under Irish law or under any warranty given by the original manufacturer, we offer a limited warranty covering a Replacement Device which we have supplied as a 3PhoneSwap and is found to be defective on receipt. In such case we will replace the Device with a similar device in accordance with our stated Replacement Device criteria in Clause 2.

Clause 6 Suspension and Termination Rights

6.1 The Service may be suspended:

6.1.1 If there are grounds to suspect fraud, attempted fraud or material misleading statements, including a false statement of age;

6.1.2 If and for so long as you are in breach of your payment obligations,

- 6.2 Where there are reasonable grounds for suspecting fraud or attempted fraud, *boltttech* shall be entitled to report the event to the competent authorities and to block the IMEI of the Replacement Device.
- 6.3 You will remain liable for the Subscription Fee payable during the period when the Service was suspended in accordance with section 6.1 (except where the grounds for suspecting fraud or attempted fraud turn out not to be the result of acts or omissions attributable to you).
- 6.4 The above is without prejudice to the *boltttech*'s right to terminate the Subscription Contract with immediate effect if you are in breach of a material term.

Clause 7 Changes to these Terms and Conditions

- 7.1 *boltttech* is entitled to amend these Terms and Conditions in order to comply with new requirements imposed by law and/or mandatory decisions of authorities.
- 7.2 *boltttech* will, where possible, notify you if such amendments are made, and will inform you in advance of such changes taking effect and if this is not possible, will notify you thereafter.

Clause 8 Force Majeure

- 8.1 If, after a 3PhoneSwap request has been made and accepted, *boltttech* is unable to provide you with a replacement device as a direct result of an Event of Force Majeure, it shall:
 - 8.1.1 within 7 (seven) days of the occurrence of the Force Majeure Event give written notice to you of its inability, setting out full details of the Event of Force Majeure and any likely consequences;
 - 8.1.2 promptly provide you with any further information which you may reasonably request regarding the Event of Force Majeure or its causes or consequences;
 - 8.1.3 promptly take such action as may be required of it under its disaster recovery and contingency planning procedures;

- 8.1.4 at all times continue to take steps to resume full performance of its duties and obligations under these Terms and Conditions and use reasonable endeavors to continue to perform all other duties and obligations under them; and
- 8.1.5 promptly take any other steps which it would be reasonable to take to mitigate the consequences of the Event of Force Majeure.
- 8.2 In the case of a Force Majeure Event, the operation of your Subscription shall be suspended only to the extent applicable to the duties and obligations affected by the Force Majeure Event until the Force Majeure Event ceases to exist.
- 8.3 Promptly upon any Force Majeure Event ceasing to exist, the relevant Party relying upon it shall give written notice to the other Party and the full Terms and Conditions shall again apply.
- 8.4 For the purposes of these Terms and Conditions, an Event of Force Majeure means a circumstance, or a combination of events or circumstances, which is beyond the reasonable control of a Party, which by the exercise of due diligence that Party is not reasonably able to prevent or overcome and which has the effect of preventing the Party from performing an obligation under the Subscription Agreement, including acts of God, industrial action, war, including acts of terrorism; fire or explosion; epidemic, pandemic or quarantine; transportation delays; orders of authorities; failure in supply chain for materials and components.

Clause 9 Complaints Procedure and Customer Service

- 9.1 You may direct any queries or complaints to bolttech's Service Centre through the CHAT messaging service at www.three.device.bolttech.ie or via email: contact@bolttech.ie
- 9.2 The CHAT messaging service hours are 7am - 5pm local Irish time Monday to Saturday, excluding public holidays in Ireland.
- 9.3 Further information on the complaints procedure can be viewed at www.three.device.bolttech.ie
- 9.4 While you are encouraged to contact us in the first instance, you may also contact the European Commission's online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>
- 9.5 Nothing contained herein affects your statutory and legal rights.

Clause 10 Assignment

10.1 Unless we give you permission (acting reasonably), you cannot pass your rights or responsibilities to anyone else

Clause 11 Applicable law and Jurisdiction

11.1 These Terms and Conditions are subject to the laws of the Republic of Ireland.

11.2 In relation to any actions against you, the place of jurisdiction shall be the courts of the Republic of Ireland.

Clause 12 Severability

12.1 If any provision or provisions of these Terms and Conditions are to be invalid, illegal, or unenforceable the remaining provisions shall remain in full force and effect.

Clause 13 About us

13.1 *bolttech* is Bolttech Device Protection (Ireland) Ltd, 77 Sir John Rogerson's Quay, Dublin 2, DO2, with registration number 675680.