



## ON THE MOVE DATA PLANS TERMS AND CONDITIONS

These terms and conditions were last updated on 1<sup>st</sup> August 2022

### A. Your Agreement

- These terms and conditions form an integral part of Your Agreement for the provision of Service with Us, together with the following terms and conditions (together with any other documents referred therein), where applicable:
  - The Application Form
  - The Special Offer Terms and Conditions
  - The Bundled Plan Terms and Conditions
  - The Tariff Plan Terms and Conditions and/or Schedule of Charges
  - The End User License Agreement (EULA)
  - The Product Terms and Conditions
  - The General Terms & Conditions

- The Tariff applicable to Your Agreement is specified in the Application Form or through other means by which You have applied for the Service. We reserve the right to stop, suspend, amend or otherwise alter this Tariff Plan, the applicable charges and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws.
- We reserve the right to stop, suspend, amend or otherwise alter this Tariff Plan, the applicable charges and any benefits derived through it as well as these and any other applicable terms and conditions, in accordance with applicable laws.
- If in the reasonable opinion of GO, Your Usage of the Tariff is excessive, we may ask You to moderate this Usage. If after we have informed You to moderate Usage, You fail to do so, we reserve the right to suspend or terminate Your tariff or migrate You to another tariff plan. Furthermore, we reserve the right to suspend or terminate Your Tariff if You abuse of the Tariff and/or Use in a way which is not intended.

### B. The Tariff

- The On The Move 5/15/30 Tariff Plans (the 'Tariff') are a Pay Monthly mobile data service provided by Us. You subscribe to this Tariff by signing an Agreement with Us.
- This Tariff is regulated by its terms and conditions. By subscribing to this Tariff You are agreeing to all of the terms and conditions found in the Agreement. If You do not agree to any of these terms, You should not subscribe to this Tariff.
- The On The Move 5 became effective as from 14th February 2012. The On The Move 15/30 tariffs became effective as from 4th June 2019.
- The Tariff consists of the following:

Tariff Plan	OTM 10GB	OTM 30GB	OTM 200GB
Local Data	10 GB	30 GB	200 GB
EU Zone 1 roaming mobile data			30 GB
Standard Monthly Fee <sup>2</sup>	€9.99/mo	€14.99/mo	€25/mo
Tariff Monthly Discount when taken with a 2 year Agreement	n/a	n/a	n/a

### C. Explanation of Charges

- Unless otherwise stated, all charges quoted in this Tariff Plan are inclusive of VAT and exclusive of Excise Tax.
- Monthly Fee:
  - The monthly fee is paid in advance. For the first month, it will be charged on a pro-rata basis and included in the following month's bill.
- Monthly Bundles:
  - For the first month, the data bundle specified in clause B.4. will be allocated on a pro-rata basis.
  - At the start of the month, the monthly bundle is reset and any remaining balance in the previous month's bundle is lost.
  - The data within the bundle is consumed on a KB basis.
  - You may query the remaining balance in Your data bundle by sending a blank SMS to 16415 free of charge. You will receive the information through an SMS.
  - No mobile internet usage beyond the bundles specified in clause B.4 is available.
  - Roaming:
    - Since we rely on Our roaming partners to provide Us with roaming information, there may be some delay in receiving information related to the usage You made while roaming.
    - The standard roaming rates apply for roaming outside the EU (Zone 1). The rates are specified in Our website.
- Other Charges:

Other Charges (incl. VAT)	
Printed Bill	€2 per bill
Migration to Pay As You GO	€5 one-time charge
Late Payment Charges	First penalty due to late payment: €5 Second penalty due to late payment: Maximum allowed by law (8% per annum)

### D. Minimum Term

- This Tariff has a minimum term of three (3) months.
- If You terminate the Agreement during the minimum term, You will be billed an early termination fee in the form of the three (3) months' rental charges or the remaining tariff, whichever is the lowest. This applies also if You downgrade Your Service before this minimum term expires.
- You may choose to benefit from an Agreement Benefit if You bind Yourself to remain subscribed to this Tariff for a two (2) year period. The Agreement Benefit may take the form of a discounted/free device.
- If You terminate the Agreement during the term of the Agreement Benefit, You will be charged the penalty fees as specified in the Agreement Benefit and this Agreement.

### E. Agreement Benefit

- You have the option to benefit from an Agreement Benefit with Your Agreement when You subscribe to these tariffs, subject that You bind yourself to the Service stated in Your Agreement with Us for a period of two (2) consecutive years (the Agreement Benefit Term).
- When you subscribe to On The Move 10GB, 30GB you may be eligible to benefit a discount on our mobile Wi-Fi device while when subscribing to On The Move 200GB you may be eligible to also benefit our mobile Wi-Fi Device for free.
- As from the fourth (4th) month of the Agreement Benefit Term, You will be charged the Standard Monthly Fee for your respective tariff plan as specified in B.4.
- Device Discount
  - The Agreement Benefit may take the form of a discount on device against the purchase of a mobile Wi-Fi/data only device from one of GO's retail outlets or authorised dealers.
  - The amount to be granted as discount on a device is as specified in the device section on Our website.
  - You are liable to reimburse GO the fees as outlined in the Agreement, or a pro-rata thereof according to law, if You terminate Your subscription, or if the Agreement is terminated by Us for any reason attributable to You (including non or late payment of amounts due) prior to the lapse of two (2) years from the date of signing the Agreement;
  - You are liable to reimburse GO the fees as outlined in the Agreement if You upgrade or downgrade from any one of these tariffs to a different access fee than the one applicable at the time of signing of the Agreement. In any such event, You need to sign a new Agreement and may be entitled to benefit from another applicable discount given according to the new Tariff level.
  - If You are subscribed to these Tariffs and You wish to terminate this subscription or downgrade to a Pay As You GO tariff plan, We reserve the right to charge You the applicable charges specified in the Agreement which could be in addition to the minimum term as specified in clause D and the fees you are liable to pay if You are benefitting from a discounted device of the Agreement Benefit.

### F. Other Important Terms and Conditions

- We reserve the right to accept subscriptions to this Tariff Plan only if the payment method selected is by Direct Debit.

### G. Disconnections, Migrations and Penalties

- A penalty shall apply upon disconnection or termination or upon migration to another tariff plan with a lower monthly access fee (prior to the expiration of Your Agreement). The penalty applicable is:
  - €200 or the remaining tariff, whichever is the lowest for disconnections, terminations or migrations during the first year of the agreement.
  - €100 or the remaining tariff, whichever is the lowest for disconnections, terminations or migrations during the second year of the agreement.

