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## PLUG'n'GO HOME INTERNET TARIFF PLAN TERMS AND CONDITIONS

### These terms and conditions were last updated on 19th April 2023

### Your Agreement

- These terms and conditions are for a tariff plan and should be read in conjunction with the General terms and conditions and any other applicable terms and conditions. In the event of any conflict between these terms and conditions, these terms and conditions shall prevail. These terms and conditions form an integral part of Your Agreement for the provision of the Service with Us.
- 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, the applicable charges and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws.
- By subscribing to the 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 the Tariff

#### B. The Service

- We will provide You with the Internet access service (the 'Service') as specified in Your Application Form. The details of Your Service are specified in these terms and conditions.
- The Service starts on the date You subscribe and start an Agreement with Us. 2.
- This Service does not require a visit by Our technicians at Your home address as 3. it is a plug and play service.
- The speed that can be attained on Our mobile network may vary depending on a 4. number of factors, such as Our Network strength, the location of the modem in Your premises, the number of services You have connected to the Internet at any point in time, the equipment You are using, as well as the connection speed that can be reached by Your devices. You may thus not always be able to reach the maximum speeds available to You on this Service. You agree that such limitations may exist for the duration of Your Service with Us.
- If it results that the speed that can be attained in Your premises is lower than the minimum specified for the Service, You may within thirty (30) days from the Service activation, terminate this Service without incurring any penalties as per the terms specified in clause G.1.
- By signing the Application Form, You are accepting the Service with any limitations as specified in these clauses. You agree that no reduction in or abatement of the applicable charges shall be given if the speed stated in the Tariff Plan or Schedule of Charges is ultimately not achieved. Unless otherwise stated in the Agreement, this Service is offered on a contended basis, meaning that the bandwidth is shared amongst a number of users in Your area. The quality of the Service may thus vary, depending on the number of users who are accessing the Service at the same time. We may enforce bandwidth usage measures to ensure that everyone in the area can benefit from the Service.
- 7. We are not responsible for the speed attained by third party services, including websites.
- We employ a Traffic Management Policy which can be found on Our website 8

#### C. **Definitions**

- 'Home' means that the Premises where the Service is registered is used wholly: 1.
  - For residential purposes;
  - h As non-governmental organisational Premises, if We decide in Our sole discretion to allow the said non-governmental organisations to benefit from this Residential Tariff Plan.

# The Tariff

- The Plug N GO Home Internet Plan (the 'Tariff') is a fixed Internet Service provided by Us. The Service is only provided to be used in the Home address that is specified on the Application Form. You subscribe to this Tariff by signing an Agreement with Us
- If you want to change your Home address, You require to contact Us prior to 2. moving the device. The use of the device in any other address from the one noted on the Application Form is not permitted. If You are in breach of these terms, We reserve the right to terminate and/or suspend your Tariff.
- The Tariff is provided with a data bundle per month. Once this data bundle is used the Service will be suspended until the end of the month. On the first day of the month a new data bundle will be automatically assigned. Any data that was not consumed from the previous month will be lost.
- The Tariff consists of the following:

		400GB Bundle	1000GB Bundle
a.	Monthly Fee	€30.99	€35.99
b.	24-month Agreement Monthly Discount	-€5	-€5
c.	Direct Debit Monthly Discount	-€1	-€1
d.	One Time Activation Charge (Applicable with no agreement option)	€75*	€75*
d.	Data Bundle (Data Usage Cap)	400GB	1000GB
e.	Download Speed	Up to 50Mbps	Up to 50Mbps

		400GB Bundle	1000GB Bundle
	(estimated maximum)		
	Upload Speed (estimated maximum)	Up to15Mbps	Up to 15Mbps
f.	Typical Speed Range	Download estimate	Download estimate
g.	IP	Dynamic	Dynamic
h.	Try and Buy	30 days	30 days
i.	Printed Bill	€2/month	€2/month

\* Kindly refer to Clause E.3

## **Explanation of Charges**

- Unless otherwise stated, all charges quoted in this Tariff are inclusive of VAT but are exclusive of any other taxes which may be applicable.
- 2. Monthly Fee:
  - In the event that you subscribe to a 24-month agreement, the monthly fee listed in D.4.a will be eligible to the monthly discount listed in clause D.4.b. This only applies if You bind Yourself to retain the Tariff for a period of two (2) years.
  - When not subscribing to a 24-month agreement. You can pause the Service for a maximum period of six (6) months, once per calendar year.
- One Time Activation Fee specified in clause D.4.d. is split in two; a. €25 one-time activation fee that is non refundable;

  - €50 Modem Give Back. This fee can be refunded to You if by not later than one (1) year following subscription date to the Service in one of the following instances You return the compatible modem to this Service to Us in good working condition, with its original Power Supply & Wiring;
    - You migrate to the 2 year agreement option listed in D.4.b; or
    - You migrate to another GO Internet Service and accept the compatible modem; or You terminate the Service;

The amount will be refunded to You towards an IBAN number You provide to Us however if any of the above terms are not met, You will not be entitled to the one-time refund of  $\varepsilon 50$  .

- This Tariff is by default an e-billing tariff. This means that You will receive Your bill through electronic means by using Our e-billing functionality available through Our Website. You agree to register for this functionality and to supply Us with a valid e-mail address where We may notify You when your bill is available as well as send You other relevant information. Otherwise a charge applies as per clause D.4.i.
- The Direct Debit Monthly Discount listed in D.4.c is a monthly discount applicable to You when You authorize GO to pay Your bill through Direct Debit Mandate. In the event that You change Your payment method of the respective billing account to an alternative payment method, this discount will automatically stop immediately

# **Explanation of Service Description**

- The download and upload speeds indicated in clause D.4.e are 'up to' speeds. The actual speed attained may vary depending on a number of factors as explained in clause B.4.
- 2. This service requires the use of a modem provided by Us, the cost of which is specified in clause D.4.d
- The Service is provided with a self-installation option. If You would like Us to install the Service for You, We may do so at a charge as specified in the Schedule of Charges.

### Try and Buv G.

With this Tariff You are eligible for a Try and Buy of thirty (30) days. This means that within these days You can decide to stop the agreement without incurring any penalties. The only payment due is the monthly fee for one (1) month, as specified in clause D.4. You may do so by visiting one of Our authorised outlets and return the modem. The modem must be returned in good working condition and with the original packaging. If these terms are not met, You will be charged a penalty fee of €150. For the avoidance of doubt when benefiting from Try & Buy the monthly fee quoted in D.4.a will remain applicable.

#### **Minimum Term** H.

- When You subscribe to a twenty-four month Agreement:
  - The minimum term for this Tariff is twenty-four (24) months;
  - If you terminate the Agreement during the minimum term and after the Try and Buy cooling off period, You will be billed an early termination fee of :
  - €150, inclusive of VAT and excluding all other taxes if the Tariff is terminated during the first year from the signing of the Agreement; and
  - €75 or the remaining monthly tariff, whichever is the lowest. This is inclusive of VAT and excluding all other taxes if the Tariff is terminated during the second year from the signing of the Agreement.

## **Other Important Terms**

If We identify that the Service is not being used in line with the terms stipulated in this Agreement, We reserve the right to terminate/suspend the Service.