



SMART PLUS TARIFF PLANS TERMS AND CONDITIONS

These terms and conditions were last updated on 31st August 2023.

A. Your Agreement

1. 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

2. 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.

3. 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.

B. The Tariff

1. The Smart Plus Tariff Plan (the 'Tariff') is a Pay Monthly mobile service provided by Us.

You subscribe to this Tariff by signing an Agreement with Us.

2. This Tariff is regulated by these terms and conditions. By subscribing to this Tariff You are agreeing to all of these terms and conditions found in the Agreement. If You do not agree to any of these terms and conditions, You should not subscribe to this Tariff.

3. This Tariff became effective as from 31st October 2018.

4. The Tariff consists of the following:

Tariff Plan	Smart Plus
a. Standard Monthly Free	€16
b. Direct Debit Mandate Discount	-€1

Monthly Bundles	
c. Calls to GO numbers (fixed & mobile) in Malta	Unlimited
d. Calls to other Local and Zone 1, EU & UK numbers in Malta and to all Local & Zone 1, EU & UK numbers while roaming in EU	200 minutes
e. SMS to any Local and Zone 1, EU & UK numbers in Malta and to all Local and Zone 1, EU & UK numbers while roaming in EU	Unlimited
f. Local and Zone 1, EU & UK mobile data	10GB at up to 5G speeds
g. Home Pack Community free mobile data	2GB at up to 5G speeds

Local and EU Zone 1 Roaming Charges Outside the Bundle	
h. Calls to any local and Zone 1, EU & UK numbers when roaming in Zone 1, EU & UK after bundle B.4.d is exhausted.	€0.15 per minute
i. Calls from Malta to Zone 1, EU & UK numbers after bundle B.4.d is exhausted.	€0.22 per minute
j. SMS to Maltese numbers in Malta and Maltese & EU Zone 1 & UK mobile numbers whilst roaming in EU	Not Applicable
k. Local and Zone EU & UK 1 mobile data after bundle B.5.f and B.5.g (where applicable) is exhausted	€2 per 100MB up to €50. €0.10/MB thereafter

Other Charges	
l. Printed Bill	€2
m. Termination Fee	Three (3) months' Standard Monthly Fee or pro-rata thereof
n. Migration to Pay As You GO	€11.65
o. Late Payment Charges	First penalty due to late payment: €5 Second penalty due to late payment: Maximum allowed by law (8% per annum)

C. Explanation of Charges

1. Unless otherwise stated, all charges and discounts quoted in this Tariff are inclusive of VAT and exclusive of Excise Tax.

2. 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.

3. Monthly Bundles:

- For the first month, the bundles specified in clauses B.4.d to B.4.g will be allocated on a pro-rata basis.
- You can join or activate a Home Pack Community (Community) when You are subscribed to this Tariff. If You do so, You will benefit from the free mobile data specified in B.4.g. This mobile data bundle will be allocated on a pro-rata basis upon joining or activating the community.
- At the start of the month, the bundles specified in clauses B.4.d to B.4.g are reset and any unutilised balance in the previous month's bundles is lost.
- You may query the remaining balance in Your monthly bundles specified by sending a blank SMS to 16415 free of charge. Your will receive the information through an SMS.
- With this Tariff, You have also a pre-paid account which You may top up to do further usage over and above your monthly bundles. You may query the remaining balance of your pre-paid account by using the normal Pay As You GO methods.
- The maximum credit that You may have in Your pre-paid account is €280.00. If You have reached or exceeded this credit limit, We reserve the right to prevent further top-ups to Your account until such time as the balance is reduced to below this amount.
- Chargeable calls to 800 range freephone numbers and tariff type 'B' and 'C' short codes will be deducted from this bundle. Calls to the '5' premium-rate range will be charged separately and will be deducted from your credit.
- All International Activity and Roaming outside EU zone 1 is charged at the international rates and roaming rates found on Our Website. The cost of these activities will be deducted from Your pre-paid credit.

4. Other Charges:

- 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. Should the email address You provided become inactive or invalid, and the emails We send to this email bounce back, We retain the right to change your billing option to Printed Bill and You will be charged the relative charges as per clause B.4.l above.
- Direct Debit Mandate (DDM) is the default payment method for this Tariff Plan. If you do not choose DDM as your method of payment, or should this become inoperative throughout the period of the Agreement, You will not be eligible to benefit from the monthly discount indicated in clause B.4.b. .

5. Other Tariff Information:

- Itemisation is not available with this Tariff.

D. Minimum Term

- This Tariff has a minimum term of three (3) months.
- If you terminate during the minimum term, You will be billed an early termination fee in the form of the equivalent of three (3) months' Standard Monthly Fee or pro-rata thereof. This applies also if You downgrade Your Service before the minimum term expires.
- Following the expiry of the minimum term, unless You otherwise notify Us in writing, You shall remain subscribed to the Tariff.

E. Other Important Terms and Conditions

- You hereby authorise Us to carry out any necessary verification for the purposes of ensuring compliance with these conditions, however, it shall remain Your obligation to duly notify Us of any such circumstance.
- In the event that You continue benefiting from the Tariff beyond such time when You were no longer entitled thereto, You hereby warrant and bind Yourself to pay Us the amounts due.