



## GO TV Terms and Conditions

These terms and conditions were last updated in November 2023.

### A. Your Agreement

1. These terms and conditions, together with the Application Form and/or Service Order Form, form an integral part of Your Agreement for the provision of the Service with Us.
2. This Agreement constitutes Your entire agreement for the provision of the Service specified in the Application Form and/or Service Order Form and comes into force from the date on which it is accepted by Us. Any applicable minimum term starts from the date We provision the Service.
3. When We refer to a party in this Agreement We are referring to that party and/or its successors in title and/or its assignees.
4. These terms and conditions, are available on Our website. If You do not have access to the internet, You may request a copy from one of Our retail outlets.

### B. Definitions

1. 'Agreement' shall mean the contract You have entered into with Us for the provision of the Service.
2. 'Application' shall mean Your application to use Our Service via the Application Form or Service Order Form.
3. 'Application Form' means the order form by which You requested the Service, or any amendments to it, online via the GO website. Throughout this Agreement, it may also be referred to as the Service Order Form.
4. 'Application Program' means the digital application, commonly referred to as an 'app', which You must download to access the Service.
5. 'Billing Data' means data relating to the charges for Your consumption of Our services which have been paid for or otherwise. It may contain Personal Data.
6. 'Content' includes, but is not limited to, any audio, visual, and/or interactive content, contained in the Service.
7. 'Data Controller' means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;
8. 'Data subject' means an identifiable natural person who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
9. 'Device' means Your mobile device, tablet or other capable equipment on which You may download the Service;
10. 'Electronic Programme Guide' (EPG) means the service available through the TV interface that allows You to consult the programming information relating to the channels available in the Packages.
11. 'Equipment' means any piece of equipment, cables, wiring and/or other instruments that We may need to provide, lease and/or approve for the installation and/or connection to Our Network.
12. 'Interactive TV' means the television service that is delivered over broadband.
13. 'Interactive Services' means features that are made available with Interactive TV and are delivered over a broadband network.
14. 'Network' means the infrastructure We use to provide You with the Service.
15. 'Package/s' means a set of television channels and/or Programming that We make available with the Service.
16. 'Programming' or 'Programme' means Content provided by Us or Our third-party licensors, providers or suppliers and provided as part of the Service and/or Package, including, without limitation, images, photographs, animations, video programming, information services, audio, music and text, irrespective of the manner or format in which such Content is delivered.
17. 'Personal Data' means any data which relates to natural persons that can be identified by means of this data and includes name, identification number, location data or any online identifier.
18. 'Personal data breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
19. 'Premises' means the address indicated in the Application Form and/or the Agreement wherein the Service is to be installed, and in which the Service is actually installed. Your premises must be within the territory for the duration of Your Agreement.
20. 'Processing' means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

21. 'Processor' means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller;
22. 'Provision' means that from Our systems We make the Service available to You;
23. 'Registered Device' means Your Device on which the Service has been successfully installed;
24. 'Roaming' means the connection of a GO SIM Card to a non-GO network;
25. 'Service' means the service indicated in the Application Form and/or Service Order Form and/or Agreement;
26. 'Service Order Form' means that part of Your Agreement which specifies details in relation to the provision of the Service by Us to You and which has been accepted and signed by You if you applied for the Service or any amendments to this Agreement at any one of Our outlets;
27. 'Service Promise' means important information on Your Service, its provision and/or support, and is available on Our website or from one of Our retail outlets.
28. 'Stream' means the process of delivering or obtaining multimedia from Us onto a Registered Device as part of the Service to users occupying the same Premises.
29. 'Territory' means the Republic of Malta.
30. 'Third party' means, for the purposes of data protection, a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data;
31. 'Third Party Equipment' means any compatible equipment not provided by Us for You to access Our Network and benefit from the Service;
32. 'Us', 'We', 'Our', except where otherwise defined, means GO p.l.c., its group companies, any successor in business or assignee and where applicable, includes any director, official, employee or agent of GO p.l.c.
33. 'User' means any person accessing, viewing and/or making use of the Service, whether with Your knowledge and consent or not.
34. 'You', 'Your' means any natural or legal person and includes a company, partnership, joint venture, association, corporation, Government Agency, regulatory body, or any other public or private body whether corporate or incorporate indicated as the subscriber or customer in the Application Form and/or Service Order Form and/or Agreement.

### C. Eligibility

1. We will be able to process Your Application if You provide Us with all requested information and data at the point of application, or when We request it if We find that We reasonably need additional information or data from You. Such information may include verification that You are eighteen years or over and reside in Malta.
2. You do not need to be subscribed to a GO internet or to a GO television service to subscribe to or benefit from this Service.

### D. The Service

1. Your Service starts on the date We Provision it.
2. In order for You to make use of the Service, there should be a suitable broadband or Wi-Fi internet access. You must ensure that all Devices are used with a suitable internet connection. This can be Our broadband network or another operator's broadband network.
3. We will provide You with access to the Service as specified in Your Application Form and/or Service Order Form. We will provide You with, amongst other things:
  - a. Access to all the channels that form part of the Package/s;
  - b. An EPG function that allows You to consult the programming data of the Content available on the Service. You acknowledge that the EPG is provided by the Content providers and that We have no control over its availability or accuracy. You agree that We are not responsible for errors and omissions in this function.
4. Your Service includes Interactive Services. The details on the Interactive Services available to You can be found on Our website: [www.go.com.mt](http://www.go.com.mt). Some Interactive Services are dependent on the EPG.

### E. Accessing the Service through Our Equipment:

1. You may need Equipment in order to connect to the Service if mandated by the TV package you are choosing and/or, for example, Your television cannot support the Service. In the case that Your television is not compatible with HDCP, picture quality will be degraded using an analogue connection.

2. Should you request installation of Our Equipment to access the Service:
  - a. You agree to follow any reasonable instructions that We may give You in order for Us to be able to provide You with the Service and to allow Us access to Your Premises where needed.
  - b. You also agree to procure all necessary permits and permissions from third parties in order to enable the installation of the Service, where applicable. This includes permission from third parties if We need to cross their property or put Equipment on their Premises. We will be unable to proceed with the installation if We are aware that such permits and permissions are not available or if third parties do not provide Us with access to their property if needed. You agree to indemnify Us from any claims from third parties if such permits or permissions are not obtained before the installation takes place.
  - c. Should You make use of Our Equipment to access the service and request installation, the standard installation covers the installation of any wiring or cabling up to the modem/gateway, where applicable, or otherwise to the first socket. In order to benefit from the Service, You may need some special apparatus or installation that is not included with the standard installation, or else You may request that We carry out the installation outside normal working hours. If We accept to carry out such work, We will provide You with an estimate for the work and/or items that are not normally covered during Our installation. We will only be able to proceed if You either pay Us upfront or else make an irrevocable commitment to pay Us with Your next bill. Accepting Our estimate implies an irrevocable commitment to pay these charges.
  - d. When We come to provide the installation or rectify a fault, You or an adult acting on Your behalf should be present to take responsibility for any physical work that We may need to carry out on Your Premises to provide You with the Service. We may refuse to proceed if for whatever reason We believe that the person present cannot assume such responsibilities, such as if this person is clearly a minor. In this case, You will need to set another appointment with Us. You agree that We are not responsible if We are unable to adhere to the timeframes for the provision or fault rectification of the Service due to any rescheduling in appointments for a reason attributable to You.
  - e. You agree to keep the Equipment connected as instructed by Us, to take good care of Our Equipment and not to dispose of it in any way or make use of it for any reason other than that for which it was provided, without Our written consent. If the Equipment is damaged beyond normal wear and tear, lost or stolen, We may charge You a fee for its repair or replacement. If the Equipment makes use of batteries You agree to be responsible for their recharging or replacement as required.
  - f. You understand that We may sometimes, without notice, need to connect remotely to restart and manage Your Equipment. We will do this in order to ensure the quality of and/or provide support for the Service. You agree that You will follow any reasonable instructions We give You in this respect.
  - g. From time to time We may need to replace Your Equipment for technical reasons or to maintain the quality of the Service. In such cases We will inform You accordingly and where the change needs to be performed by Us at Your Premises, We will set an appointment with You to carry out the changes. If the Equipment can be changed by You, We may ask You to visit a designated location to have it replaced. You understand that if You do not comply with these requests, it may become impossible for Us to continue to provide You with the Service or else the Service performance may be negatively affected. We will not be responsible for such lack of or degradation of Service if the cause is due to non-compliance from Your end.
  - h. You agree not to tamper in any way with Our Network, Equipment or installation. If You want to connect any equipment to Our Network other than through the sockets or other connections provided by Us, You need to obtain Our permission. You agree not to connect any equipment that is not compliant with local regulations in force at the time or that may harm the Network or other Equipment. If Your actions cause a fault to the Equipment, Network and/or to any other third parties, You shall be liable and remain bound to pay for all expenses and/or damages of whatever nature incurred by Us and/or any other third party affected, and shall fully indemnify and hold Us harmless from any such claim.
3. Should You make use of Our Equipment to use the Service, We may be unable to accept requests to move the Service to different Premises. If You move to another Premises and the Service cannot, for whatever reason, be provided at Your new address, You may terminate the Service by paying all amounts due as stated in clause P.1, including any applicable termination charges.
4. Should You make use of Our Equipment and We accept a request from You to move the Service to another Premises, You will need to sign a new Agreement with Us.
5. Any Equipment or installations We provide You shall remain Our property and You agree to keep them safe. You should not tamper with or allow anyone else to tamper with them. If such tampering occurs and it results in damages to Our Equipment, Network, cables or to third parties, We reserve the right to charge You for their repair or replacement. We will not be responsible for damages incurred by third parties due to Your negligence.

#### **F. Accessing the Service:**

1. The Service is available to You by accessing Our Application Program that has been downloaded on one of the following when connected to a broadband network:
  - a. Your Device;
  - b. Our Equipment; and/or
  - c. Third Party Equipment.

2. You will be responsible for any charges incurred for the use of the mobile internet/Wi-Fi internet access when using the Service. We shall not be held responsible nor shall You be entitled to any refund or compensation for any disruption of our diminished quality in the Service due to issues related with Your internet connectivity.
3. We are not responsible for any Third Party Equipment, and do not warrant their performance, nor do we guarantee that the Devices will be compatible with the Service. Furthermore, Registered Devices might not remain compatible with the Service as a result of software updates. In the event that You have any issues with a Device, You shall refer any query to the entity which provided it to You or which manufactures, sells, distributes or operates the Device.
4. The Service can be used on an unlimited number of Registered Devices dependent on the number of Streams which You have subscribed to as part of Your Service.
5. You may be provided with passwords, security codes, usernames and any other such matters that regulate access to the Service. It is Your responsibility to keep them safe and not disclose them to third parties.
6. If the Service has not been used for a period of ninety (90) consecutive days you may need to re-enter your log-in details.
7. The rights to the usage of the Service and the contents transmitted thereon are limited to people registered on a local address. Furthermore, the use of Service is limited to the Territory of Malta and when temporarily present in other European Member States. No use of the Service can be made outside of the Territory of Malta and other European Member States.

#### **G. Content and Features of the Service**

1. We reserve the right to change without notice the Programming, Content, Package and/or any Interactive Service, including the channel line-up included in any Package:
  - a. Due to circumstances beyond Our control, such as decisions of Programme providers, technical difficulties, or any unforeseeable circumstances;
  - b. As a consequence of the suspension or termination of an agreement that We may have with any particular channel or Programme provider;
  - c. To temporarily or permanently improve or upgrade the Service.
  - d. You are not entitled to any compensation or refund in relation to any such changes but you may have other rights as stated under Our Service Promise on Our website.
2. You cannot choose individual channels from within any Package unless specifically stated in the Agreement.
3. You acknowledge that TSN are the rights holders of certain sporting events and these rights are temporary in nature and may change from time to time. You agree that any change or modifications in the channel line-up or sports content, shall have no effect on this Agreement and We shall not be liable for any modifications, termination or loss of any rights to sporting events.
4. You understand that if You access the Service through Our Application Program and/or Third Party Broadband and/or Equipment, including Chromecast, the Content (including, but not limited to, language) may vary from when You access Service through Our Equipment.
5. We reserve the right to, from time to time:
  - a. Advise You of additional application programmes (or 'apps'), features or functionality which are available on Your Service. If you choose to add them to Your Service, the applicable charge/s, if any, will apply;
  - b. Stop offering a feature or functionality free of charge. In such cases, We will notify You and You may continue to receive this feature or functionality by paying the respective charge/s.
6. Wherever reasonably possible, We will do Our best to notify You in advance of any interruption, suspension or termination of Service in accordance with clause R.1.

#### **H. Your Obligations while Using the Service:**

1. You shall be responsible for the use of the Service at all times, including if third parties make use of it whether with or without Your consent. You should use the Service in the way it was intended, legally and in conformity with all regulations and inform Us if You become aware of any breaches.
2. You should ensure that no inappropriate use of the Service is made and/or any inappropriate content is viewed by minor children. You are responsible to take measures to restrict access to any objectionable or illegal Content.
3. You understand that, like any similar electronic communications network, any information transmitted over Our Service may be retrieved by third parties. You need to ensure that You take all necessary measures to keep the transmission of any information accessed over Our Service safe.
4. Whenever You connect to third party services/network, You may be exposing Your Service, Equipment or Your Devices to online threats such as malicious software, viruses or hacking. You are responsible to ensure that You install and update adequate safety measures to protect against such threats.
5. From time to time We may issue instructions on the use of the Service, Equipment or Network that We need You to comply with if You are to continue benefitting from the Service.
6. You agree that You will not engage the Service in any way that may interfere or damage the Network or slow down the Service for third parties.
7. The Service is limited for personal non-commercial use and any non-personal use thereof is strictly prohibited.
8. You are prohibited from doing any of the following and similarly from assisting third parties in doing any of the following;

- a. Using the Service immediately upon the expiry or termination, for whatever reason, of the Agreement;
- b. Using the Service otherwise outside of the Territory of Malta and in other European Member States on a non-temporary basis, or using any technology to disguise your location;
- c. Using or allowing someone to use the Service for any unlawful purpose, including the violation of copyright laws through the use of production, copying, recording, rebroadcasting or redistribution of any part of the Service;
- d. Circumventing, modifying, removing, reverse-engineering, decompiling, disassembling, altering or otherwise tampering with any security, encryption or other rights management technology or software that is part of any content or device, or any attempt thereof;
- e. Selling or charging others for watching any channel or Programme;
- f. Showing any channel or Programme in public outside the Premises even if this is done free of charge.

of the Service, You must cease all use of the Software and immediately delete it from any device not returned to Us.

## K. Service Charges

Rates quoted in this section are inclusive of applicable VAT.

TV Packages				
	Stream/s (Includes Free Start TV)	Entertainment	Sports	Movies and Series
Standard Monthly Fee	€5.99/stream	€5.99	€5.99	€5.99

1. 'Entertainment', 'Sports' and 'Movies and Series' TV Packages can only be subscribed to in addition to 'Start TV'.
2. Other Charges:

Optional Lease* of GO Interactive TV Box (one-time fee)	€70
Optional Standard Installation** of each GO Interactive TV Box (one-time fee)	€30
Self-Installation Kit	€20
TV upgrade charge – per Equipment (exchanging between; any type of GO Interactive TV Boxes, a GO Interactive TV box to a Chromecast or vice versa)	€25
Chromecast device (one-time fee)	€54.95
Relocation of Interactive TV/GO Interactive TV Box on said premises (if necessary)	€30
Collection or Recovery Fees	€25
Lost/stolen/damaged or unreturned GO Interactive TV Box	€70
Lost/stolen/damaged or unreturned Chromecast	€54.95
Lost/stolen/damaged or unreturned Remote Control	€10
Late Payment Fee (30 days past due date)	€5
Late Payment Fee (Over 60 days past due date)	Maximum allowed by law (8% per annum)
Unsuccessful installation due to non-availability of broadband/Wi-Fi internet access	€5
Rejected Payment charge	€5
Other penalty fees	As applicable
Legal and administrative fees	As applicable

\* The GO Interactive TV Box and Remote Control remain Our property.

\*\* Installation is limited to Our Equipment. We exclude ourselves from installing Third Party Equipment and anything related to the Broadband service. Furthermore, we do not offer installation services for Chromecast.

3. For any Service Charges and Other Charges listed in clause K, E-Billing is the default method for billing purposes. You are required to supply Us with a valid email address where notifications will be sent inter alia informing You that the bill has been issued and for any other information. It is Your responsibility to inform Us of any change in email address. If You opt for a printed bill sent by post to a billing address, You will be charged an additional two euro (€2) per bill.

## L. Minimum Term

1. **There is no minimum term applicable to the Service unless otherwise stated in the Application Form and/or Service Order Form. Any minimum term which may apply to the Service shall be stated in Your Application Form and/or Service Order Form. This starts from the date We Provision the Service.**
2. You may upgrade Your Service at any time without incurring any penalty fee.

## M. Amendments to Your Agreement

1. We will seek to inform You beforehand of any changes that will affect Your Service and/or Agreement including the Price. We will do so as outlined in clause R.1.
2. We will notify You thirty (30) days beforehand in case We make any changes to Your terms of Service and/or Agreement including the Price. During this time You will be able to terminate Your Agreement with Us, by notifying Us in writing, within those thirty (30) days without incurring any early termination penalties. Not notifying Us within this time period or else making use of the Service after these thirty (30) days have elapsed signifies that You have accepted the new terms. If You terminate the Service within the thirty (30) days, You will still be liable to pay for the Service as detailed in clause P.1 (excluding clause P.1.d) and You should return any Equipment We provided to You for the provision of the Service. The right to terminate Your Agreement within those thirty (30) days without incurring any early termination penalties, does not apply if the changes affect You positively, are of a purely administrative nature and have no negative effect, or else if they are imposed by legal or regulatory obligations to which We must comply.
3. If You wish to make any amendments to Your Agreement to which You are entitled, You may do so by notifying Us in writing or else through any other means accepted by Us. There may be one-time and/or recurring charges for the provision of these

## I. Suspending, Terminating or Disabling of the Service

1. We may suspend, terminate or remove access, as the case may be, the Service at any time without any liability to You if:
  - a. You do not adhere to any terms and conditions of Service, including non-payment of Your bills;
  - b. We are obliged to do so due to legal or regulatory obligations;
  - c. We are for any reason unable to supply or continue supplying the Service;
  - d. You become or We have reasonable cause to believe that You will become bankrupt or otherwise unable to pay for the Service;
  - e. You do something that jeopardises the operation of Our Network or Service;
  - f. You fail to rectify the reason for a suspension of Your Service that is directly attributable to You;
  - g. We become aware that Your Service is being used illegally or irregularly;
  - h. You exceed normal usage. Restriction is placed on the number of concurrent Streams. This is limited to the number of streams purchased by You as stated on the Application Form and/or Service Order Form;
  - i. We become aware that Your Service is being used in breach of the conditions laid out in clause H.8. This is without prejudice to any other right or remedy available to Us at law or under the Agreement;
  - j. You provide the personal log-in details to anyone else, or allow anyone else to use these log-in details to access the Service. In the event that We have good reason to believe that unauthorized third parties are using Your log-in details to access the Service under Your account, We may restrict or suspend the use of the Service without the need to provide any notice.
2. You acknowledge that any restriction, suspension or termination of the Service shall be without prejudice to Our interests and to any other right or remedy in terms of the Agreement, including clause S, or at law.
3. We may block any Equipment We have provided to You that You were supposed to pay for and have not affected payment for within the stipulated time period. We may also block Your equipment if We have reasonable cause to believe that it is causing interference or damage to Our Network or Service.

## J. Software License and Third Party Services

1. We may provide You, at a cost or free of charge, with software to be used with Your Service, which is owned by Us or Our third party licensors, providers and suppliers ('Software'). You may use the Software only in connection with the Service. We reserve the right to update, upgrade or change this Software from time to time, either remotely or otherwise, and to make related changes to the settings and Software on the Equipment. You agree to allow Us the required access.
2. Some Software may be accompanied by an End User License Agreement ('EULA') from Us or a third party. In these cases, Your use of the Software is governed by the terms of the EULA as well as the Agreement. You should not install or use any Software if You do not agree to the terms of the EULA in their entirety.
3. For Software not accompanied by a EULA:
  - a. You are granted a revocable, non-exclusive, non-transferable license by Us or Our third party licensor(s) to use the Software;
  - b. You are not granted any title or rights of ownership in the Software;
  - c. You agree not to make any copies of the Software;
  - d. You agree that the Software is proprietary and contains confidential information belonging to Us or Our third party licensors and agree not to disclose or use the Software except as expressly permitted by Us.
4. The Software contains copyrighted material, trade secrets, patents and proprietary information owned by Us or Our third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You acknowledge that this license is not a sale of intellectual property and that We or Our third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the Territory only, and any export of the Software is strictly prohibited.
5. Your license to use the Software will remain in effect until terminated by Us or Our third party licensors, or until the Service is terminated. Upon termination

changes. If it results that what is being requested cannot be entertained by Us for any reason whatsoever, such as a request for a payment option not supported by Us or not available on Your particular Tariff Plan, We will reject Your request. Until We accept Your request the Service will continue as previously. Some amendments to Your Agreement, if deemed by Us to be substantial, may involve resetting Your minimum term.

## N. Our Responsibilities

1. We will provide You with the Service outlined in the Agreement if You meet all necessary criteria for the provision of the Service. The technology over which We provide the Service shall be solely at Our discretion. We may, over the course of Your Service, change the technology over which We provide the Service. In that case, We will notify You if there are any changes to the way Your Service operates. We will only be responsible for changes to Equipment or installations provided by Us.
2. If You think that the Service We are providing to You deviates from what You signed up for, You may contact Us. If We find that We cannot provide You with the Service, You will have the option to change or terminate the Service without incurring early termination charges, but You will still be bound to pay all amounts due as per clause P.1.
3. We will endeavour to provide You with a consistent and fault-free service, however You acknowledge that this may not always be possible. If You encounter a fault or a problem with Our service, You should inform Us and We will look into it. You may find the procedure for contacting Us in the Service Promise. If, after We have investigated the matter and tried to deal with it You are still not satisfied with the outcome, You may contact the Malta Communications Authority (MCA), Valletta Waterfront, Valletta, or in any other office they may hold at the time.
4. We may sometimes need to interrupt the Service in order to carry out any improvements or maintenance. We will endeavour to reinstate the Service in the shortest time possible; however You acknowledge and agree that these matters may be beyond Our control. Where possible, We will seek to issue a notification of such works, although this may not be on a one-to-one basis hence We may use the media to publish Our message.
5. In the event that We provide You with Equipment that may have other applications (or 'apps') installed on it, Our responsibility and support will be limited to Our Service. We are not responsible for any applications that are not related to Our Service and We cannot guarantee that all applications can be installed on Our Equipment.
6. We are only responsible for installations or other works carried out by Us or Our authorised third party contractors. We are not responsible for the work carried out by others, including any self-install options from which You may avail, although We may agree to assist You with resolving any issues at a charge.
7. We will endeavour to adhere to all legal and regulatory requirements when providing the Service, as well as to follow industry standards for the provision of the Service.
8. In case Your whole Service becomes unavailable, We will repair Your Service within the timeframe indicated in the Service Promise, but You need to cooperate with Us in order for Us to be able to adhere to this timeframe. This may involve Us visiting Your Premises and will thus need You to be available to grant Us access. This timeframe does not apply to Force Majeure events or to damage caused by third parties, including anything You may have done from Your end. We will rectify any faults free of charge unless they are attributable to something that You have done. You may be asked to take damaged Equipment to a designated location for inspection.
9. We are only responsible for the terms of Our Service and offers that We make public ourselves. We cannot accept responsibilities for any statements or commitments made by any third parties, unless We officially authorise them in writing.
10. Unless otherwise required by law or any competent authority, We shall not provide You with any statements and/or information in relation to Your Service. Where We provide such information, We reserve the right to charge a processing fee.
11. We acknowledge that there may be instances where You may be entitled for compensation. The details on the compensation available to You as well as the procedure for applying for it are available in the Service Promise.

## O. Payment

1. You hereby irrevocably constitute Yourself as Our certain, liquid, and true debtor, whereby You accept to pay for any and all balances remaining unpaid for the Service and/or any penalties, charges, fees, expenses and interests due, including for any Equipment that is not returned in good condition.
2. You agree to pay all charges for the Equipment, installation and Service (where applicable), including any additional charges detailed in these terms, whether You use the Service or someone else does with or without Your consent. You may settle Your payments as follows:
  - a. Via Direct Debit Mandate
  - b. Via Internet Banking
  - c. Via a Bank Transfer
  - d. Via My GO
  - e. By sending a cheque payable to GO p.l.c
  - f. By effecting cash payments (in one of our retail outlets or affiliated third parties)
3. For additional charges associated with using certain payment methods, these will be detailed in clause K. Service Charges.
4. We may refuse to accept payment in one or more formats for a legitimate reason, such as a payment option not being available on a particular Tariff Plan or else if We have reason to suspect that the proposed payment option

may not be viable for the recovery of the charges.

5. We will normally bill You upfront for any rental charges for the Service, with the first month of Service being charged on a pro-rata basis from the date in which We received Your Application, and add it to Your first bill together with the following month's full rental charge.
  6. Prices for usage are as set out in clause K. Service Charges and inclusive of all taxes unless otherwise stated.
  7. We will seek to include any of the previous month's usage charges in Your next bill, however for reasons beyond Our control, We might have to reflect these charge later on, in the first possible bill.
  8. We may include installation or other one-time charges to Your bill.
  9. You will receive a bill by post or else in electronic format. We may levy a reasonable charge for the provision of the bill in printed format. This charge is as detailed in the Tariff Plan or Schedule of Charges.
  10. If for whatever reason You do not receive the bill, this does not exempt You from paying it. You should contact Us and We will re-send You a copy of Your bill. You may also request a copy at one of Our retail outlets.
  11. You should pay all amounts due by the due date written on Your bill. Failure to pay by this date, including if Your attempt at payment is rejected due to insufficient funds or for any other reason, You will incur late payment charges and/or interest fees to the maximum allowable at law and/or any other punitive and/or applicable charges, which will be added to Your bill. These must be paid along with the rest of Your bill. We may also suspend, restrict or terminate Your Service if payment is not received.
  12. If You do not agree with a charge in Your bill, You should notify Us by the bill due date so that We may investigate the matter. You should pay the uncontested amount of the bill within the due by date printed on Your bill. In the event that the claim is found to be justified We will refund any applicable late payment charges or late payment interest.
  13. You will be responsible to pay Your bill even if You were not the person making use of the Service, whether such third party usage was made with or without Your consent. If You suspect that someone is making use of Your Service without Your permission or You have lost access to Your Service, such as by losing Your Device/Equipment, You should notify Us immediately so that We will suspend Your Service and You will not incur any more unauthorised charges on Your bill. We will not be responsible to seek payment from these third parties for the unauthorised charges.
  14. If You do not pay Your bill, We may have to take alternative steps to recover the amounts due. In this case, any additional charges incurred through these measures will need to be paid by You.
  15. You agree that in the event of the payment of a deposit and/or any advance payments, no interest shall accrue in Your favour.
  16. If You suspend the Service for any reason directly attributable to You but want Us to retain the connection for You, You will still be responsible to pay the rental charge for the duration of the suspension.
  17. We may change the frequency with which We send You bills. These changes will not be deemed to constitute a change to Your terms and conditions of service.
  18. We will charge You for any applicable installation charges that do not fall under Our standard installation policy either upfront or with Your next bill.
  19. We may make use of third party payment systems for the processing of payments. In these cases, You should be aware that by making use of these systems You will be disclosing Your personal details to these third parties. You should familiarise Yourself with their terms and conditions before proceeding with affecting the payment, and refrain from using their services if You do not agree with any of their clauses.
  20. When You make use of third party payment methods, whether those provided by Us or other parties, You may be charged a processing fee. You are responsible to pay this fee. You are also responsible to ensure that You take all necessary measures to keep Your personal details, including Your debit/credit card details, safe.
  21. We may perform a credit worthiness check on You at any time. We may share Your details with credit reference agencies if You default on Your payments. We may also enforce You to pay using specific methods of payment. Further information on our sharing of Your personal data with third party credit reference agencies may be found in our Privacy Policy.
  22. It is Your responsibility to ensure that You keep all receipts provided to You. You also need to keep in mind that when You pay through online methods, whether through Our portal or a third party service, the receipt may only be available for a certain period of time, after which it will be deleted and cannot be retrieved. You should ensure that You store or print a copy of these receipts for future reference.
- ## P. Ending the Service
1. **Unless otherwise stated in the Agreement, whatever the reason for the termination of the Service after You have submitted Your Termination/Equipment Return Form, You will remain bound to pay:**
    - a. **The pro-rata rental charges, if applicable;**
    - b. **All usage done until the date of termination;**
    - c. **For any Equipment given to You for the provision of the Service unless this is returned to Us in good condition, save for normal wear and tear;**
    - d. **For any special discount or offer that was given to You on condition that You retain the Service for a specific period of time, unless the time period has elapsed;**

- e. **Any other dues that are owed to Us, whether as detailed in section K. Service Charges or as quoted by Us and agreed with You.**
- The Service may be terminated by either party in accordance with the terms of this Agreement or as provided by law.
  - You may terminate the Service with Us by filling in the Termination / Equipment Return Form and returning it to Us. Termination of the Service will become effective thirty days (30) after You submit Your Termination Form, however We will only be able to do so if We have all the necessary information from You. You will need to pay all the charges as detailed in clause P.1, as well as any termination fees that may apply. You should also return any Equipment We provided to You for the provision of the Service (if applicable). If You do not return the Equipment upon termination, We retain the right to bill You for its replacement. You agree to grant Us access to the Premises to recover any Equipment that cannot be removed by You.
  - If We owe You some money upon Your termination, such as the return of a deposit or pre-payment, We will do so but may off-set all or part of it against any outstanding balances.
  - In certain cases determined by law in connection with distance and off-premises Agreements, You have the right to withdraw from Your Agreement within fourteen (14) days from the date that We accept Your Application. If You wish to cancel Your Agreement, You may do so in writing by filling in and returning the Termination / Equipment Return Form, which may be found on Our website or else You may request a copy from one of Our retail outlets. If the Service has already been provided, You will still be liable to pay the charges as detailed in clause P.1, as well as for any applicable termination charges. You will also be responsible to return any Equipment We provided to You for the provision of the Service at Your expense and will be required to pay for its replacement if this is not returned in the same condition it was provided to You, including within the same packaging, or at all. If You do not abide by these conditions, You agree that You shall lose the right to withdraw from the Agreement.

#### **Q. Force Majeure (Matters beyond Our Reasonable Control)**

- Sometimes We may be unable to fulfil Our obligations due to reasons beyond Our reasonable control, which include but are not limited to severe weather, acts of God, terrorist activities, government action or action taken by any other competent authority or industrial disputes. If these reasons persist beyond thirty (30) days, You will have the right to terminate the Service without incurring any early termination fees or penalty fees. Notwithstanding, You will remain bound to pay the charges as detailed in clause P.1.
- Likewise, if You cannot fulfil Your obligations due to reasons beyond Your reasonable control for a period exceeding thirty (30) days, We will terminate the Service without having to pay You any compensation or provide You with any forward notice. You will remain liable to pay the charges as detailed in clause P.1.

#### **R. Notices**

- We may need to contact You from time to time. In this case, We may do so at Your registered billing address, via e-mail or SMS, by telephone or through any other means that become available from time to time. In these cases, We will deem to have notified You after the lapse of such reasonable time as We consider the notification to have been delivered. In the event that We use means that do not enable instantaneous delivery, such as letters sent to Your registered address, We will allow three (3) working days prior to deeming the notification delivered. We reserve the right to notify You through an on-screen message.
- Should You need to contact Us, You may do so at Our registered address, by email or telephone, or through any other means that We make available to You. If You are sending Us a written letter or official form, We will need it to be signed. In case We allow You to send such notifications through electronic means, We may require some means of authentication to be able to process Your request.

#### **S. Limitation of Liability**

- We provide the Service on an 'as is' and 'as available' basis. To the extent applicable at law, We are not liable for any direct or indirect losses or damages that may result from the use of or inability to use the Service. You agree that this extends to any third parties making use of Your Service.
- Unless otherwise stated in this Agreement, We will not be responsible for any liability for any consequential loss or damage, howsoever defined, including any loss of profit, business, revenue, goodwill, anticipated savings or otherwise, which may arise in connection with this Agreement and/or the Service and We will have no responsibility to pay You compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably expected.
- If for any reason, due to an action or inaction on Your part, We are forced to defend ourselves from any claims made by third parties, You agree to help Us defend from such claims and to be liable to cover all expenses involved with Our defence from such challenges.
- We are solely responsible for matters that are entirely within Our control. We may partner with third parties, as in the case of Content Providers, to enhance and extend the level of Service We provide to You. We may also use third parties, such as Internet Service Providers (ISPs), to provide services to You over their network. You agree that You are making use of these services at Your own risk and that We are not responsible for the accuracy, quality or availability of the service provided by these third parties.
- You may be able to access information using Our Services. You agree that

We are not responsible for third party Content, third party services and any related fees and charges. We are also not responsible for the consequences of any action You take based on the information obtained from third parties over Our Service.

- Unless otherwise dictated by law, Our liability to You in a one year period, where applicable, shall not exceed one year's worth of the monthly rental fees payable by You (if applicable) on the particular Service on which the liability was incurred.
- Where applicable in this clause S, any limitations of liability and indemnity will extend to the GO Group, GO directors, officials, employees, sub-contractors and agents.
- Nothing in this Agreement shall exclude or limit the liability of one of us (that is, We and You) to the other party in the case of death or personal injury that may arise because of one party's gross negligence, wilful misconduct or fraud.
- You undertake and bind Yourself to indemnify and hold Us, Our directors, officials, employees, sub-contractors and agents harmless against any liability, loss or damage, whether direct or indirect, arising out of or in connection with the Service or any use thereof, including but not limited to any claim for loss or damage made by any person whomsoever.
- Nothing in this Agreement shall limit either party's rights at law.

#### **T. Other Important Terms**

- Headings in this Agreement are for convenience only and shall not affect its interpretation.
- If any term of this Agreement is found to be unenforceable or contrary to law it will be modified to the least extent necessary to make it enforceable, and to retain the original intention of the parties as far as possible. The rest of the Agreement shall remain in force.
- We may refuse to process Your Application if You fail Our credit worthiness checks or if someone at the same Premises has failed Our credit worthiness check or has outstanding bills with Us or for any other reasonable cause.
- We may be unable to process Your Application if there are any health and safety issues that prevent and/or hinder Us from carrying out the installation for the provision of the Service.
- If, for any reason, We do not accept or are otherwise unable to process Your Application, it will be deemed as though the Agreement never existed in the first place. Notwithstanding, You will still be liable to pay the charges as defined in clause P.1, as well as any termination fees that may apply. You will also be responsible to return any Equipment We provided to You for the provision of the Service and will be required to pay for its replacement if this is not returned in the same condition it was provided to You or at all.
- Where the day on or by which something must be done is not a business day in the Territory that activity must be done on or by the first following business day.
- We may stop or modify access to third party services at any time. Unless otherwise stated by Us or at law, this will not constitute a change to the terms of this Agreement.
- We may impose, change or remove credit limits. Unless otherwise stated by Us or at law, this will not constitute a change to the terms of this Agreement.
- This Agreement does not make us (that is, You and Us) partners, agents, employees or representatives of one other.
- If either one of us (that is, You and Us) does not exercise a right stated in the Agreement at all or immediately, this does not preclude this party from enforcing this or any other right in the future.
- We shall be authorised to act as an agent for and/or follow up matters related to other companies within Our Group. Likewise, We may be represented by other companies within Our Group.
- Subject to applicable law, We shall be entitled to assign this Agreement to another party either in whole or in part.
- This Agreement is personal to You and You undertake not to assign, dispose of, re-sell, sub-lease or in any other way transfer the Service and/or Equipment provided to You, or assign or otherwise dispose of any benefit or advantage, whether in whole or in part.
- This Agreement has been drafted in the English language. If it is translated into any other language and ambiguities arise, the English text shall be used as the definitive guide.
- This Agreement is governed and construed according to the Laws of the Republic of Malta. Any disputes are to be submitted to the jurisdiction of the Maltese courts.
- From time to time, offers may be available on the GO TV package for a limited time-period. Where these offers are over and above and not dependent on or for the full duration of Your Agreement with Us, We reserve the right to discontinue such offers at any time. In all cases, We will inform you about the expiry of the offer by giving You 30 days' notice. Should You wish to continue to benefit from the offer despite the expiry of the offer period, You may do so at a charge in accordance with the GO TV terms and conditions. You will need to inform Us of Your intention and may need to sign a new Agreement with Us.

#### **U. Data Protection**

- GO p.l.c., of Fra Diegu Street, Marsa, MRS 1501, Malta is the Controller of Data under the terms of the Data Protection Act and Regulation (EU) 2016/679 for the purposes enlisted below.
- GO is committed to respect and preserve all Your rights as data subject at all times. We take privacy and data protection seriously and we will manage Your personal data transparently and in a fair and lawful manner. Should You have any queries, concerns, requests or complaints in relation to the manner in which We process

- Your personal data, You may contact Our Data Protection Officer by email on: dpo@go.com.mt or Tel: 25940000. You also have the right to lodge a complaint before the Office of Information and Data Protection Commissioner with regard to matters concerning Your personal data.
2. At GO, we make sure to only collect the personal data we need from You. This personal data may include Your name, address, phone numbers, date of birth, email address, credit or debit card information, information about Your bank account number, credit rating data, information about Your agreement with GO and Your product service subscriptions, Your product preferences, service usage traffic data, signalling traffic, geo-location, usage data and patterns, call data records, installation data, fault data, records of Your contact with GO and information relating to the use of our website including the date, time, length and approximate location while browsing. For further details, please refer to our [Privacy Policy](#) and to our [Cookie Policy](#).
  3. Your personal data shall be held and processed for the purposes of service-related administration including identification and credit check purposes, management of Your account and business, billing and fraud prevention or detection, debt collecting, research and statistical purposes, for compliance with applicable laws and regulations and to improve the service and products we provide You with through our website and customer care facilities. This includes but is not limited to: personal data being held and used for the purposes of legal compliance; compliance with the conditions contained within Your service agreement; processing of customer personal data for the purposes of our daily operations; processing of customer data for market research and service and product development; processing of customer data for network protection, and for the protection of the company's legal position in the event of legal proceedings as legitimate company interests.
  4. Where You apply for this Service via an Application Form online, and we request for You to submit a copy of your identity or residence card or passport via an email address indicated by US, this is only done for Us to verify your identity and age, therefore for legitimate company interests, and shall be deleted immediately upon processing Your Application. Should processing of Your Application take longer than seven (7) days, your email and all its contents shall be automatically deleted and You will be required to re-submit Your Application. Access to your email and its contents shall only be permitted to those required to process Your Application.
  5. You shall have the right to object to any of the above-mentioned legitimate company interests contained in clauses U.3 and U.4 as a basis for the processing of personal data. For further details, please refer to our [Privacy Policy](#) and to our [Cookie Policy](#).
  6. You acknowledge and agree that We will process and retain Your personal data, billing data and other related data in line with any applicable data processing and/or retention obligations. Your personal data collected and referenced in clause U.4 shall be retained for a period of five (5) years following termination of all GO p.l.c. services; such data may be retained for longer periods in the event of prospective or pending debt collecting, legal or law-enforcement proceedings and until such proceedings are formally and definitively concluded and until all pending debts and legalities are settled in full.
  7. Your personal data may be provided to trusted third-party processors for the purposes of product and service provision including roaming services, installation, maintenance and repair of services, customer care and client communication services, verification of identity and personal details, credit reference, fraud prevention, business scoring, credit scoring, debt collection and recovery. Such processing shall be conducted in compliance with all legal requirements as well as Our strict privacy and data protection codes and policies.
  8. GO p.l.c. may transfer Your data to other company offices or other group companies for purposes connected to the management and administration of the Data Controller's business.
  9. We may, if necessary, transfer Your data to other company offices or other group companies or to trusted third parties located outside the European Economic Area for administrative purposes, storage and/or compliance with legal or contractual obligations and for the purposes of product and service provision including roaming services. Such transfer shall only be effected to third countries or territories providing sufficient and appropriate safeguards to Your personal data in compliance with all legal requirements as well as Our strict privacy and data protection codes and policies.
  10. We will ensure that all companies to which We disclose Your Personal Data will only process it in accordance with Our instructions and on Our behalf, and may only use such data to the extent to which We ourselves are entitled. All such companies and third parties will further be required by Us to meet the requirements of data protection legislation and GO p.l.c.'s strict privacy and retention policies to keep Your information secure at all times.
  11. We may, if necessary or authorised by law, provide Your Personal Data to Law enforcement agencies, regulatory organisations, courts or other public authorities. We attempt to notify our Customers about legal demands for their Personal Data unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when We believe that the requests are disproportionate, vague or lack proper authority, but We do not promise to challenge every demand.
  12. Your Personal Data shall not be processed for purposes other than those it was collected for; should further processing be required, You will be informed of that purpose and provided with all necessary information.
  13. You have the right to request access to and rectification of Your Personal Data as held by GO, the right to restrict processing, the right to object to processing, the right to data portability as well as the right to be forgotten, in certain circumstances. Such requests will in no way affect the lawfulness of processing prior to the lodging of any of the above requests. Please refer to our [Privacy Policy](#) for more information on what these rights mean and how you may exercise them.
  14. You have the right to request access to and a copy of Your personal data as processed by Us. Please refer to our [Privacy Policy](#) for more information on what this right means and how you may exercise it.
  15. Subject to applicable law We may, for accurately carrying out and confirming Your instructions, for training purposes and/or in order to improve the quality of Our customer services, monitor and/or record communications, including calls, email communication and online chats, made to Us.
  16. You have the option of receiving direct marketing from Us. You acknowledge that, once You have explicitly consented to do so at the time of Application, marketing material shall be sent to You by Us to inform You about products, services, packages, offers, competitions and/or any other commercial opportunity or event provided by Us or by Us in conjunction with selected third parties. This is done to improve any of the Services You have been provided with by Us. You understand that, if You have consented to receive direct marketing, this may be sent to You via mobile voice, mobile SMS, fixed phone, post, bills, email and other electronic means.
  17. You have the right to opt out of any direct marketing at the time of Application. In such case, no marketing material shall be sent to You. If You consented to the use of Your personal data for direct marketing purposes and You no longer wish to receive such information You may inform Us in writing by filling in a Change in Consent Form which is available at Our outlets, Our agents and on Our website. This form may then be submitted to Us at such outlets or agents or by sending it to Us by mail at Customer Experience Section, GO p.l.c, Fra Diegu Street, Marsa MRS 1501, Malta.
  18. Your personal data may be processed for market research and statistical purposes so as to improve the Services we offer You and Our customers.
  19. Your personal data may be processed for the purposes of automated decision making; should such further processing be required, You will be informed of that purpose, and provided with all necessary information including the logic involved, as well as the significance and the envisaged consequences of such processing. For further details, please refer to our [Privacy Policy](#).
  20. You are responsible to provide Us with personal data that is correct and inform Us of any changes occurring in Your Data in writing in order that We may take all reasonable measures to keep Our records in Your regard correct and up to date.
  21. In line with applicable law, We shall, where lawfully obliged, notify the competent authorities and/or You in cases of personal data breach and will keep a log of any such breaches. For further details, please refer to our [Privacy Policy](#).
  22. To find out more about how We process Your information, you are encouraged to read Our [Privacy Policy](#) and [Cookies Policy](#) both of which may be updated from time to time and which are always available at [www.go.com.mt](http://www.go.com.mt).