



## GO SMART WI-FI TERMS AND CONDITIONS

These terms and conditions were last updated November 2023

### A. Your Agreement

- These terms and conditions are for a supplementary Internet service (the "Wi-Fi Service") and should be read in conjunction with the General terms and conditions, the Product terms and conditions, the Bundle terms and conditions, the Tariff terms and conditions, Schedule of Charges and any other applicable terms and conditions. Unless the contrary is stated, in the event of any conflict between these terms and conditions, the applicable terms and conditions for fixed Internet (the "Service") shall prevail. These terms and conditions form an integral part of Your Agreement for the provision of the Wi-Fi Service with Us.
- The Wi-Fi Service applicable to Your Agreement is specified in the Application Form or through other means by which You have applied for the Wi-Fi Service. We reserve the right to stop, suspend, amend or otherwise alter this Wi-Fi Service, the applicable fees and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws.
- By subscribing to this Wi-Fi Service 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 Wi-Fi Service.

### B. Definitions

- 'Home' means that the Premises where the Wi-Fi Service is registered is used wholly:
  - For residential purposes;
  - As non-governmental organisational Premises, if We decide in Our sole discretion to allow the said non-governmental organisations to benefit from this Wi-Fi Service.
- 'Business' means that the Premises where the Service is registered is used wholly for business purposes;

### C. GO Smart Wi-Fi

- The Wi-Fi Service provides increased Wi-Fi network stability within Your Premises.
- The Wi-Fi Service does not process personal data but collects anonymous data for statistical purposes. For information on how GO processes personal data, please refer to Our Privacy Policy: [www.go.com.mt/privacy-policy](http://www.go.com.mt/privacy-policy).

### D. Important Service information;

- We are not responsible for the speed attained by third party services, including websites.
- When You are connected to the Service, the speed that can be attained on Our network may vary depending on a number of factors, such as Our Network strength, the location of where the Wi-Fi Service is installed in Your Home, the number of devices You have connected to the Wi-Fi Service and/or the Service at any point in time, 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 Wi-Fi Service.

### E. Service Activation & Fees

- The Wi-Fi Service will be activated for You on the date that You subscribe and sign an Agreement with Us.
- The Wi-Fi Service can be obtained against the following payment:

	GO Smart Wi-Fi Starter Pack	Price
a.	GO Smart Wi-Fi Starter Pack Nokia/Airties 5 - Activation Fee (one-time fee)	€30*
b.	GO Smart Wi-Fi Starter Pack Nokia – Monthly recurring fee: Set-up A: 1 x Smart Wi-Fi Nokia Modem & 1 Smart Wi-Fi Nokia Beacon Set-up B - 2 x Smart Wi-Fi Nokia Beacons. Both Set-up A and Set-up B provide the same functionality/user experience. The set-up provided to you will be determined on how the Service is set up within your home. If your Service is activated with Smart Wi-Fi Nokia Modem you will be activated with Set-up A, otherwise you will be activated with Set up B	€2.99*
c.	GO Smart Wi-Fi Starter Pack – Airties 5 (monthly recurring fee for first 2 Smart Wi-Fi Airties pods)	€2.99*

	GO Smart Wi-Fi Starter Pack - Airties 6	Price
d.	GO Smart Wi-Fi Airties 6 Activation (one-time fee)	€60
e.	GO Smart Wi-Fi Starter Pack Airties 6 Pods (monthly recurring fee for first 2 Smart Wi-Fi Airties 6 pods)	€2.99
f.	Upgrade from GO Smart Wi-Fi Airties 5 to GO Smart Wi-Fi Airties 6 Activation (one-time fee)	€30

\*The monthly fee listed in E.2.b or E.2.c is Free of charge when subscribed to Home Pack Giga Bundle while the Service is active.

- Further to the fees specified in Clause E.2, other options include:

	Optional Add-ons	Fees		
		Activation Fee (One-Time Fee)	Monthly Fee	One-time Pod Lease Fee
a	Per additional GO Smart Wi-Fi Airties 5 Pod (maximum of 2 additional Pods)	€0	€1.99	€39.99
b	Per additional GO Smart Wi-Fi Airties 6 Pod (maximum of 2 additional Pods)	€15	€1.99	€39.99
c	Per additional GO Smart Wi-Fi Nokia Beacon (maximum of 4 additional Beacons)	€0	€1.99	Not available

Other Charges		
D	Smart Wi-Fi Tech visit (one-time fee per visit)	€30
E	Upgrade to GO Smart Wi-Fi Nokia Modem	€30

### F. Explanation of Charges

- Unless otherwise stated, all fees quoted are inclusive of VAT but are exclusive of any other taxes which may be applicable.
- Fee:
  - GO Smart Wi-Fi Nokia/ Airties 5
    - The activation fee in Clause E.2.a is a one-time fee till the end of the Wi-Fi Service. If you re-subscribe for the Wi-Fi Service after termination, the activation fee in Clause E.2.a will again be applicable.
    - The monthly fees in Clause E.2.b/E.2.c and Clause E.3.a/E.3.c are applicable for the duration of the Wi-Fi Service.
    - The additional Smart Wi-Fi Airties 5 Pods as stated in Clause E.3.a are only available with the Smart Wi-Fi Airties 5 Starter Pack Pods as stated in Clause E.2.a and E.2.c, and are not available with the Smart Wi-Fi 6 Starter Pack Pods.
    - The additional Smart Wi-Fi Nokia Beacons as stated in Clause E.3.c are only available with the Smart Wi-Fi Nokia Starter Pack as stated in Clause E.2.a and E.2.b, and are not available with the Smart Wi-Fi Airties 5 / Airties 6 Starter Pack Pods.
  - GO Smart Wi-Fi Airties 6
    - The activation fee in Clause E.2.d is a one-time fee till the end of the Wi-Fi Service. If you re-subscribe for the Wi-Fi Service after termination, the activation fee in Clause E.2.d will again be applicable.
    - The monthly fees in Clause E.2.e and Clause E.3.b are applicable for the duration of the Wi-Fi Service.
    - The additional Smart Wi-Fi 6 Pods as stated in Clause E.3.b are only available with the Smart Wi-Fi 6 Starter Pack Pods as stated in Clause E.2.d and E.2.e and are not available with the Smart Wi-Fi Airties 5/Nokia Starter Pack.
  - Upgrading/Downgrading your GO Smart Wi-Fi
    - Should You wish to upgrade from GO Smart Wi-Fi Airties 5 to GO Smart Wi-Fi Airties 6, all GO Smart Wi-Fi Airties 5 equipment must be returned in good working condition, and the fees specified in Clause E.2.d and E.2.e will apply. Any additional Smart Wi-Fi 6 Pods will be charged as specified in Clause E.3.b.
    - Should You wish to downgrade from GO Smart Wi-Fi 6 to GO Smart Wi-Fi 5 the activation fee is not refundable.
- Subject to Clause G.1 the activation fees specified in Clause E.2 and E.3 are non-refundable.
- When subscribing to Home Pack with Internet Giga or Home Pack with Giga Internet and TV, you are eligible to free GO Smart Wi-Fi Airties 5 /Nokia Starter Pack Pods, and as such, the activation fees and monthly fees specified in Clause E.2.a and Clause E.2.b/E.2.c respectively do not apply. You can upgrade your GO Smart Wi-Fi Starter Pack Pods to GO Smart Wi-Fi Airties 6 Starter Pack Pods as specified in Clause E.2.f, and in this case, the activation fees and monthly fees specified in Clause E.2.d and E.2.e respectively do not apply.
- Should you decide to change your internet service option from Giga to any one of the other applicable options which are not eligible for GO Smart Wi-Fi pods, all GO Smart Wi-Fi equipment must be returned in good working condition. Should the equipment not be returned, you will be charged the monthly fees as specified in Clause E.2.b/E.2.c or Clause E.2.e and where applicable Clause E.3.a, E.3.b or Clause E.3.c.
- To terminate the Service You must submit Your request at a GO outlet and return all provided GO Smart Wi-Fi equipment. In the event, that You do not return the equipment in good working condition, a fee of seventy-five euro (€75) per Smart Wi-Fi Pod Airties 5/Nokia Beacon or ninety-nine euro (€99) per Smart Wi-Fi 6 Pod will be applicable.**

### G. Try and Buy

- When subscribing to this Wi-Fi Service You are eligible to a Try and Buy cooling off period of thirty (30) days. This means that should You terminate the GO Smart Wi-Fi service within this timeframe, the one-time fee specified in Clause E.2.a or Clause E.2.d will be refunded to You, as well as any one-time fees incurred as specified in Clause E.3.a, E.3.b and E.3.c. For the avoidance of doubt, to terminate the Wi-Fi Service the conditions of Clause F.5 need to be followed and the equipment must be returned in good working condition and also with the original packaging. If these terms are not met, You will be charged the fees specified in Clause F.6.