## FREEDOM PLAN: TERMS AND CONDITIONS

## 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:

## a. The Application Form

b. The Special Offer Terms and Conditions
c. The Bundled Plan Terms and Conditions

The Tariff Plan Terms and Conditions and/or Schedule of Charges
e. The End User License Agreement (EULA)
f. 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.
4. 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 in a way which is not intended.

## B. The Tariff

1. The Freedom Plan (the 'Tariff') is a Pay Monthly mobile services provided by Us. You subscribe to this Tariff by signing an Agreement with Us.
2. This Tariffs are regulated by these terms and conditions. By subscribing to these Tariffs 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 these Tariffs.
3. These Tariffs became effective as from 26th May 2020.
4. These Tariffs consist of one the following monthly data bundle;

| a. | Data Bundle Allocation | 5GB | Unlimited Data |
| :---: | :---: | :---: | :---: |
|  |  | valid locally and when roaming in EU Zone 1 | 50GB when Roaming in EU Zone 1 |
|  | Standard Data Bundle Price | €17.99 | €25.99 |
|  | Direct Debit Mandate Discount | €1.00 | €1.00 |
|  | Agreement Discount | $€ 5.00$ | $€ 5.00$ |
|  | Home pack Community Monthly Fee Discount | $€ 2.00$ | $€ 5.00$ |
|  | Play Youth Discount (27 years or under) | NA | -€6.00 |
| b. | Optional Add-Ons* |  |  |
| i. | Unlimited Calls and SMS to all local and Zone 1 numbers | $€ 11.00$ |  |
| ii. | 60 minutes and 60 SMS from Malta to all worldwide numbers (excluding Maltese Numbers) | $€ 5.00$ |  |

5. To be eligible for the Play Youth Plan Discount in 4. a you must be 27 years old or younger at the time of subscription to this tariff.
6. If You terminate the Unlimited Calls and SMS Add-On (4.b.i) before the lapse of the agreement GO reserves the right to charge a one-time early termination fee of $€ 50.00$. *For customers taking the Play Youth Discount (4.a.) the Unlimited call and SMS add-on (4.b.1) is not optional and may not be terminated without terminating the whole service
7. You can add one or both of the Optional Add-Ons in 4.b during the agreement period without incurring any penalties or having to restart a new agreement term.
8. If You subscribe to a 24 month agreement, You will be eligible for an 'Agreement Discount' as indicated in B.4.a.
9. 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. For the first month, all bundles will be allocated on a pro-rata basis.
10. At the start of the month, all monthly bundles are reset and any remaining balance in the previous month's bundles is lost.
11. You may query the remaining balance of the bundles include in Your Tariff as applicable, by sending an SMS to 16415 free of charge. You will receive the information through an SMS
12. The benefits included in this Tariff and Optional Add-Ons are decremented as follows:

- Calls will be deducted on a per minute basis
- SMS will be deducted per SMS
- Mobile data will be deducted in chunks of 1 KB

13. If you are subscribed to unlimited calls bundle (clause 4b.i), 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 included in Your bill.
14. If you choose not to opt for the optional bundles containing minutes SMS and data or if you exceed them, the following pay per use rates will apply

| Local and Zone 1 Roaming Charges |  |  |
| :---: | :---: | :---: |
| Calls to local numbers and when roaming in Zone 1 |  | $€ 0.25$ per Minute |
| Calls from Malta to Zone 1 numbers |  | $€ 0.22$ per Minute |
| SMS to local and Zone 1 numbers |  | $€ 0.07$ per SMS |
| Local and Zone 1 mobile data | 5GB Data Tariff <br> $€ 5 / 500 \mathrm{mb}$ upto 20GB $€ 0.10 / \mathrm{mb}$ thereafter | Unlimited Data Tariff <br> $€ 2.36 / \mathrm{GB}$ as from 01/07/2022 <br> $€ 2.12 / \mathrm{GB}$ as from 01/01/2023 <br> $€ 1.83 / \mathrm{GB}$ as from 01/01/2024 <br> $€ 1.53 / \mathrm{GB}$ as from 01/01/2025 <br> $€ 1.30 / \mathrm{GB}$ as from 01/01/2026 <br> €1.18/GB as from 01/01/2027 |

## C. Roaming

1. The EU Roaming benefits provided with this Tariff Plan are subject to the Fair Use Policy in line with the EU Regulations as explained in clause G. 9 of the Mobile Product Terms and Conditions
2. Since we rely on our roaming partners to provide Us with roaming information, there may be some delay in receiving information related to Usage You made while roaming.
3. The standard roaming rates apply for roaming outside the EU (Zone 1). The rates are specified in our website.
4. Unless otherwise stated, all International Activity and Roaming, especially Maritime and Inflight Roaming, is charged at the international and roaming rates found on Our Website. These will be charged separately and included in Your bill.
5. Any roaming data Usage in Zone 1 over and above any bundle included in these Tariff Plans, has an automatic $€ 50$ and $€ 100$ cap (excl VAT). Upon connecting to a roaming data Usage, You will be notified via SMS that Your mobile data will be stopped upon reaching $€ 50$ (excl VAT). You will also be informed that You can Optout of this capping by sending OPTOUT to 50700295. If You choose to opt-out of this capping, you will be notified once again via SMS if your roaming data Usage in Zone 1 over and above any bundle included in these Tariff Plans reaches $€ 100$ (excl VAT), at which point your roaming data Usage will be stopped unless You Opt-out of this capping by sending OPTOUT to 50700295 . This will set all Your future roaming data Usage as unlimited and without capping and You will be charged:
a. The standard data pay per Use rate until the consumption of 20GB as per table in b 14
b. After the consumption of the 20GB a charge of $10 \mathrm{c} / \mathrm{MB}$ will apply as per table in b 14.
c. To make sure that future roaming data Usage would be capped again at $€ 50$ and $€ 100$ (excluding VAT) You should send OPTIN to 50700295 at Your discretion.
d. The Unlimited data option has a roaming data-limit of 50GB in Zone 1 (EU) per month. Thereafter the Rate in table b 14 will apply
6. Any roaming data pay per Use Usage in any other country worldwide other than Zone 1 , on ship or plane has an automatic $€ 50$ and $€ 100$ cap (excl VAT). Upon connecting to a roaming data service and upon reaching $€ 40$ (excl VAT) of roaming data Usage, You will be notified via SMS that Your mobile data will be stopped upon reaching $€ 50$ (excl VAT). You will also be informed that You can Opt-out of this capping by sending OPTOUT to 50700295. If You choose to opt-out of this capping, you will be notified once again via SMS if your roaming data Usage in Zone 1 over and above any bundle included in these Tariff Plans reaches $€ 100$ (excl VAT), at which point your roaming data Usage will be stopped unless You Opt-out of this capping by sending OPTOUT to 50700295. You should send OPTIN to 50700295 at Your discretion
D. Explanation of Charges

Unless otherwise stated:
a. All charges and discounts quoted in this Tariff are inclusive of VAT and exclusive of Excise Tax and billed on a monthly basis
b. These Tariffs are by default e-billing tariffs. This means that You will receive Your bill through electronic means by Using our ebilling 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 table in clause D. 2
c. All charges applicable and reference to EU (Zone 1) in this document applies; to the list of countries in Zone 1 in our roaming service information on our website and also to EEA countries
2. Administrative Charges

| Other Charges (incl. VAT) |  |
| :--- | :--- |
| Printed Bill | $€ 2$ per bill |
| Migration to Pay As You GO | $€ 5$ one-time charge |
| Late Payment Charges | $€ 5$ first penalty, then 8\% per annum |

E. Disconnections, Migrations and Penalties.

1. 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;
a. $€ 200$ or the remaining tariff, whichever is the lowest for disconnections, terminations or migrations during the first year of the agreement
b. $\boldsymbol{€ 1 0 0}$ or the remaining tariff, whichever is the lowest for disconnections, terminations or migrations during the second year of the agreement

## F. Minimum Term

1. These Tariffs have a minimum term of three (3) months
2. If You terminate the Agreement during the minimum term, or if the Agreement is terminated by Us for any reason attributable to You (including non or late payment of amounts due), You will be billed an early termination fee quoted in E.1. This applies also if You downgrade Your Service before the minimum term expires
3. If You terminate the Agreement during the term of the Agreement Discount, You will be charged the penalty fees as specified in E. 1
