



SMART HUB TERMS AND CONDITIONS

These terms and conditions were last updated in 1st November 2024

A. Your Agreement

- These terms and conditions are for a supplementary Internet 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 fixed internet 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 service 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 service, the applicable charges and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws.
- By subscribing to this 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 service.

B. Definitions

- 'Home' means that the Premises where the 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 Service.
- 'Business' means that the Premises where the Service is registered is used wholly for business purposes;

C. The SMART HUB

- The Smart Hub includes an Internet Support Feature that is activated in two (2) scenarios:
 - Internet Downtime Backup:** If Your fixed Internet connection is disconnected, but you have electrical power available, Your Smart Hub will automatically switch the Internet backup feature on in order for You to continue using Internet connectivity. Once the fixed connection is restored You will automatically be switched back to the fixed Internet connection.
 - Walk-out-Working ('WOW'):** You can start using Your Internet service as soon as You set up Your Smart Hub at Your registered fixed service address, enabling You to have immediate internet access, even if and until You are waiting for Our technician to install and activate Your fixed services. If, however, You delay, for whatever reason, the installation of the fixed internet services beyond a 30 day period from the date of Your agreement, We reserve the right to terminate the provision of this Service by giving You 30 days' notice. The applicable clauses relating to the termination of services by GO in the General Terms and Conditions shall apply.
- In the event that You subscribed to Home Pack Turbo/ Home Pack Entertainment Queen/ Duo Pack Rapid/ Home Pack Starter Jack and Your registered fixed service address has a line attainability of 50Mbps or less, the Smart Hub will also provide You with combined fixed and 4G mobile internet access that will increase Your total internet download speed to a maximum of 70Mbps ('Hybrid Internet'). The actual speeds will vary depending on our 4G network coverage in Your area and other factors that are explained in Clause E.2. For the avoidance of doubt the download limit of Your Internet service will remain Unlimited, as defined in the Bundle Plan Terms & Conditions. Upon accepting this entitlement of Hybrid Internet any rebate that you were benefiting from on Home Pack Entertainment Queen or Home Pack Turbo will be removed without prior notice.
- The Smart Hub can only operate on Our Network and cannot be activated using a mobile SIM card from another service provider.
- Smart Hub is not compatible with Fixed IP services.
- You can upgrade to Smart Hub against the activation charge options specified in Clause F.2.

D. The Service

- In order to avail of the Smart Hub, Our 4G mobile network coverage must be available at the address where Your fixed Internet services are provided by Us.
- Smart Hub provides the Internet Support Feature and Hybrid Internet as explained in Clause C.1& C.2 respectively (The Service).
- The Internet Support Feature:
 - is a Backup to Your main fixed Internet Service provided by Us and is only provided to be used in the Home/Business address that is specified on the Application Form; and, provides an interim Internet connection using Our 4G network.
 - To enjoy the full benefits of Your fixed services You still require a visit by Our technicians at your registered fixed service address to finalise the installation of the remaining fixed services You subscribed to.
 - You will be able to use Internet Support Feature until Your main fixed Internet service is installed or the fault is resolved, as the case may be.
 - You must ensure Your Smart Hub remains connected to Your fixed Internet service at all times and You must not otherwise knowingly or recklessly interfere with Your Smart Hub or Home/Business wiring in a way that may disable Your fixed Internet service.
 - If Your fixed Internet and telephony services are fibre connected, the Internet Support Feature will also backup your fixed telephony connection enabling You to make phone calls if power is available. Call quality during Downtime Backup mode cannot be guaranteed.
 - Usage and speeds;
 - The Internet Support Feature is tied with a data bundle of 400 Gigabytes which is automatically renewed every month. When the Smart Hub is connected via the Internet Support Feature, any data usage will be deducted from Your monthly Internet Support Feature data allowance. Once this data bundle has been consumed, this supplementary Internet Service will be suspended until the end of the month. This will not affect any of Your other fixed services. You

will not be able to make use of the Internet Backup feature for the rest of the month. On the first day of the following month a new data bundle will be automatically assigned. Any data that was not consumed from the previous month will be lost.

- When the Smart Hub is connected via the Internet Support Feature, all fixed calls will be charged in accordance with Your existing terms and conditions.
 - The Internet Support Feature speed is limited to 50Mbps for downloads and 10Mbps for uploads. The actual speeds will vary depending on Our 4G network coverage in Your area.
- Some services will not be available when the Smart Hub is on Internet Support Feature. The services are, but not limited to, the following:
 - Fixed Telephony services – copper areas
 - TV services – Digital & interactive TV

E. Other important Service information;

- By signing the Application Form, You are accepting the Service with any limitations as specified in these clauses.
- When You are switched to the Service, the speed that can be attained on Our 4G network may vary depending on a number of factors, such as Our Network strength, the location of the Smart Hub 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.
- 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.
- You agree that no reduction in or abatement of the applicable charges shall be given if the speed stated in the applicable Tariff Plan or Schedule of Charges is ultimately not achieved.
- If the speed attained in Your premises is lower than the minimum speed specified for this Service You may, within thirty (30) days from the Service activation, terminate this Service without incurring any penalties as specified in clause G.4.
- If You want to change Your installation address, You are required to contact Us prior to moving the Smart Hub. The use of the Smart Hub in any other address from the one listed 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 Service.
- You are prohibited from using the SIM card provided with the Smart Hub in any other device.
- 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.

F. Service Activation & Charges

- The Service will be activated for You on the date that You subscribe and sign an Agreement with Us.
- The Smart Hub can be obtained against one of the following activation charge options:

| | Activation Charges | Price |
|----|--|--------|
| a. | Monthly Smart Hub Activation Charge till end of Your Service | €4 |
| b. | One Time Smart Hub Activation Charge | €59.99 |

- Should You as per Clause C.2 be eligible to benefit from Smart Hub Hybrid Internet, the Activation charges listed in clause F.2 will not apply. This will remain applicable until the line attainability of Your fixed residential service address does not achieve more than 50Mbps. If in the event that the GO network to Your fixed residential service address is enhanced to attain more than 50Mbps, We reserve the right to apply the monthly charge as per clause F.2.a for the Internet Support Features that will remain applicable.

G. Explanation of Charges

- Unless otherwise stated, all charges quoted are inclusive of VAT but are exclusive of any other taxes which may be applicable.
- Fee:
 - The activation charge in clause F.2.a is a monthly charge that You have to pay for the duration of the Service usage. If You decide to stop paying the monthly activation charge, You may either return the Smart Hub or pay the one time activation charge in full to continue benefitting from the Service.
 - The activation charge in clause F.2.b is a one time charge till the end of the Service.
- The activation charges specified in clause F.2 are non refundable.
- You must return the Smart Hub when You terminate the Service. The penalty for non-return of the Smart Hub is of €150.**

H. Try and Buy

- With this Service You are eligible for a Try and Buy cooling off period of thirty (30) days. This means that within these days You can decide to stop the agreement without



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incurring any penalties. You may do so by visiting one of Our authorised outlets and return the Smart Hub. The Smart Hub 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 as specified in clause G.4.

2. Should the Smart Hub have been provided to You as a temporary solution until our technician installs and activates Our fixed services and You later decide to subscribe to this Service, the above-mentioned period shall commence to run from the date of installation of the Smart Hub. Any deposit paid can be used to set-off the Activation Charges.

I. Other Important Terms

1. If You breach the Service terms of use, We will take remedial action including, but not limited to:
 - a. Contacting You about Your misuse of the Service, asking You to adjust Your usage to continue benefitting from the Service;
 - b. Give You a warning that any continuation of misuse of the Service will result in having to suspend or terminate Your service; and
 - c. Suspending or terminating Your service if You fail to comply with Our previous requests to rectify Your abuse of the Service.