



### SIP Trunk and vPBX Product Terms and Conditions

These terms and conditions were last updated on the 1<sup>st</sup> April 2020.

#### A. Your Agreement

1. These Terms and conditions are for a Service and should be read in conjunction with the General terms and conditions, the Product terms and conditions and the Schedule of Charges. In the event of any conflict between these terms and conditions, the following terms and conditions shall prevail. These terms and conditions form an integral part of Your Agreement for the provision of the Service with Us.

#### B. Definitions

1. 'Business' means that the Premises where the Service is installed is not used wholly for Residential purposes.
2. 'Agreement Benefit' means a conditional discount or offer or any other incentive that We may introduce from time to time.
3. 'SIP Trunk' is a service which enables customer's equipment to place or receive concurrent telephone calls via an IP-PBX using SIP protocol. The number of maximum concurrent calls is defined as per service application.
4. 'IP-PBX' is a PBX that can make simultaneous Voice over Internet Protocol ('VoIP') calls using the SIP protocol.
5. 'VoIP' is the transmission of voice and multimedia content over IP networks.
6. 'vPBX' is a service which enables customer's equipment to place or receive telephone calls using the SIP protocol. vPBX does not require an IP-PBX at customer premise. 'vPBX' (except Unified Communication) is available through Our data connection. vPBX service will be charged according to the number of seats You will apply for.
7. 'Seat' is an individual credential consisting of a username and a password.
8. 'SIP protocol' is a protocol that enables a user to make phone calls over a broadband connection.
9. 'Portal User' means a user with credentials to access Our Customer Portal.
10. 'Customer Portal' means a web-based service providing information to You on Your services.
11. 'Portal User Profile' means a set of rights to perform different actions on the Customer Portal.
12. 'Invoice Manager Profile' means a profile having specific rights to access detail of the bill itemisation of all Seats via the Customer Portal.

#### C. The Service

1. We will provide You with the SIP Trunk service specified in the Application Form. The details of Your Service are specified in the Tariff Plan and/or Schedule of Charges.
2. The Service is only available through Our data connection and is only available at the installation address unless You subscribe to a SIP Trunk backup service.
3. The service depends on the availability of electricity at Your installation address in order for it to work.
4. Your Service starts on the date We activate it, which may involve a visit by one of Our technicians to install the Service or certain aspects of it.
5. The Service is a data-based VoIP service and can be affected by a local power failure, underlying data service failure and exceptional network congestion that might hinder existing traffic prioritisation and quality of service mechanism.

6. In the event of a power outage, Your Service, including the ability to make emergency calls, may not be available. You are responsible to ensure that You have an adequate alternative power supply in order to ensure that You can continue making use of the Service during such outages.
7. You can purchase ranges of 10, 100 and 1000 numbers for direct calling identifiers. You can also opt for one or more phone numbers in the "Single Numbers Range".
8. The Service is accessed by using a username and a password.
9. It is Your responsibility and that of all holders of a seat to choose a secure password for Your Service credentials and to keep it confidential and change it frequently. We are not responsible for unauthorized calls made on Your account.
10. We will provide access credentials to our portal to allow access to bill itemisation to the Invoice Manager designated by You.
11. It is Your responsibility and that of all Portal Users to choose a secure password for access to the Customer Portal, to keep it confidential and to change it frequently. We are not responsible for unauthorized actions performed on the Customer Portal using Your credentials on Your account.
12. Detail of bill itemisation provided on the Customer Portal includes the breakdown of rental items (i.e. those Services subject to a subscription charge), all one-time expenses (e.g. installation fees, purchase of hardware) and items related to consumption (e.g. phone calls).

#### D. Liability

1. We are not liable for any damage sustained by You or a third party due to:
  - a. Bad voice reception or voice degradation for any reason beyond Our control;
  - b. The incorrect functioning or incompatibility of any equipment not supplied and/or installed by Us.

#### E. Data Processing

1. For the limited purposes of the delivery of the Service, you acknowledge that GO may be or become a Data Processor of Your Personal Data. To this effect, and only insofar a GO may act as a Data Processor, Clause N of the General Terms and Conditions on 'Data Protection' shall be superseded and replaced by this clause E which shall be interpreted in accordance with applicable data protection legislation.
2. You understand and agree that the Service requires the processing of personal data of all callers. For the purpose of processing incoming calls originating from outside the Business to You, You acknowledge that you are the Data Controller of such personal data and that GO is the Data Processor as defined under applicable data protection legislation.
3. Where necessary to enable us to deliver Your Service, You authorize us to process personal data on your behalf in accordance with this clause as Processors. We shall otherwise act on your instructions when processing Your personal data, save as required by law or by the order of a competent court or tribunal. We shall take appropriate technical and organizational measures designed to protect against unauthorized or unlawful processing and against accidental loss, destruction of, alteration of or damage to, personal data.
4. You acknowledge and understand that the Service requires processing of personal data by Our contractor, DRD Communications Limited ([www.drd.co.uk](http://www.drd.co.uk)), which is bound by contractual terms and responsibilities in order to safeguard Your personal data. We shall not sub-contract our processing of personal data further without your prior written consent and shall not share that personal data with any third parties except under Your instructions or when We may be required to do so by law.



5. We shall not transfer any personal data outside the EEA, Switzerland or any other country which has received a binding adequacy decision unless pursuant to and in accordance with signed EU Standard Contractual Clauses or any other legally permitted data transfer mechanism.
6. You will not instruct Us to perform any processing of personal data that violates any data protection law. We shall suspend any processing and/or the Service if We reasonably suspect that Your instructions may violate applicable data protection legislation.
7. We shall answer Your reasonable queries to enable You to monitor Your compliance with this clause.
8. We shall inform You without undue delay should we become aware of any data breach in relation to Your personal data.
9. We shall provide reasonable assistance for the fulfilment of Your obligations as a Controller, in particular to respond to requests for exercising data subject rights as defined in applicable data protection legislation and for any notification obligations You may have towards data subjects. Depending on the nature of the assistance required, charges may apply.
10. In making personal data available to Us, You confirm that You have complied with the law and that You will process personal data and administer Your rights in accordance with Your legal obligations as Data Controller.
11. Notwithstanding anything to the contrary in clause E.1, You acknowledge that We shall have a right to process data relating to the operation, support and/or use of the Service for Our business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered personal data under applicable data protection legislation, We are the Data Controller of such data and accordingly shall process such data in accordance with the General Terms and Conditions and with applicable data protection legislation.

### SIP Trunk Tariff Plan Terms and Conditions

These terms and conditions were last updated on the 1<sup>st</sup> April, 2020

#### A. Data Processing

1. These terms and conditions are for a Service and should be read in conjunction with the General terms and conditions and the Product terms and conditions. In the event of any conflict between these terms and conditions, the following terms and conditions shall prevail. These terms and conditions form an integral part of Your Agreement for the provision of the Service with Us.
2. 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 Tariff, the applicable charges and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws.

#### B. Definition

1. Business means that the Premises where the Service is installed is not used wholly for Residential purposes.

#### C. The Tariff

1. SIP Trunk pay monthly tariff (the 'Tariff') is provided by GO plc ("Us"). You subscribe to this Tariff by signing an Agreement with Us.
2. This Tariff is regulated by its terms and conditions. By subscribing to this Tariff 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 Tariff.
3. This Tariff is effective as from 1<sup>st</sup> December 2018.
4. This Tariff consists of the following.

	SIP Trunk	2 Channels	4 Channels	6 Channels	10 Channels	15 Channels	30 Channels	60 Channels
a	Price	€ 25	€ 50	€ 70	€ 100	€ 150	€ 250	€ 450
b	Calls to Local Fixed Numbers	€ 0.025/min						
c	Calls to Local Mobile Numbers	€ 0.12/min						
d	Calls to International Numbers	Refer to: <a href="https://www.go.com.mt/terms-and-conditions/international-call-charges/">https://www.go.com.mt/terms-and-conditions/international-call-charges/</a>						

	Phone Numbers	1 Single Number	DDI 10 Numbers	DDI 100 Numbers	DDI 1000 Numbers
a	Price	€ 1	€ 10	€ 30	€30

#### D. Explanation of Charges

1. Unless otherwise stated:
  - a. All charges quoted in these Tariffs Plans are exclusive of VAT and exclusive of Excise Tax.
2. These charges are applicable if You sign a 2 year agreement with Us.
3. Monthly Fee:
  - a. The monthly fee is payable in advance. For the first month, it will be charged on a pro-rata basis and included in the following month's bill.
4. Other Charges:
  - a. This Tariff is by default e-billing tariff. This means that You will receive Your bill through electronic means by using Our e-billing functionality available through Our Website. You agree to register for this functionality and to supply Us with a valid e-mail address where We may notify You when Your bill is available as well as send You other relevant information.
  - b. Installation charges: a default € 45 will be charged for the Service provisioning. In case You require an IP-PBX and/or an Integrated Access Device (IAD) to convert ISDN to SIP, price of IP-PBX, IAD and their installation charges will be quoted separately.

#### E. Minimum Term

1. This Tariff has a minimum term of twenty-four (24) months.
2. If You terminate the Agreement during the minimum term, or if the Agreement is terminated by Us for any reason directly attributable to You (including non or late payment of amounts due), You shall pay an early termination fee equal to the remaining monthly tariff rental fees.