



# GO CloudTalk & SIP Trunk Services

## Application Form & Agreement



### SIP Trunk and GO CloudTalk Product Terms and Conditions

These terms and conditions were last updated on 01/11/2024.

#### 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. 'Customer' means an owner of or an appointed person within a company, government entity or a non-governmental organization that is the owner of this agreement.
3. 'Agreement Benefit' means a conditional discount or offer or any other incentive that We may introduce from time to time.
4. '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.
5. 'IP-PBX' is a PBX that can make simultaneous Voice over Internet Protocol ('VoIP') calls using the SIP protocol.
6. 'VoIP' is the transmission of voice and multimedia content over IP networks.
7. 'vPBX' is a service which enables customer's equipment to place or receive telephone calls using the SIP protocol. vPBX does not require a IP-PBX at customer premise. 'Unified Communications', or 'UC', is defined as the integration of communication services, including voice and video calls, instant messaging and content sharing.
8. 'Seat' is an individual credential consisting of a username and a password.
9. 'End User' is the user to which a Seat is attributed to, and the person who will be making use of the service.
10. 'SIP protocol' is a protocol that enables a user to make phone calls over a broadband connection.
11. 'Portal Administrator' means a user with credentials to access the Customer Portal.
12. 'Customer Portal' means a web-based service providing information to You on Your services.

#### C. The Service

1. We will provide You with the SIP Trunk and/ or UC 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 guaranteed 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 prioritization 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. UNIFIED COMMUNICATION (GO CLOUDTALK OVER RAINBOW) IS NOT INTENDED TO MAKE OR FACILITATE CALLS TO EMERGENCY NUMBERS (112) OR ANY OTHER SUCH EMERGENCY SERVICE. IN THE EVENT OF AN EMERGENCY, YOU MUST USE AN ALTERNATIVE SERVICE OBTAINED THROUGH A FIXED LINE TELEPHONY OR MOBILE SERVICE PROVIDER, AND IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY CALL OR FAILURE TO MAKE A CALL TO ANY EMERGENCY NUMBER.
8. It is your responsibility to inform all end users of the terms related to emergency calling.
9. We or our supplier may restrict the Service in cases of planned maintenance or technical faults. We will endeavour to make these instances as low as technically possible, and in cases of long duration of downtime, we will attempt to inform You through standard communication channels.
10. In case of fault reporting, it is assumed that troubleshooting of third party connections have has been carried out by You and Your provider.
11. The Service will be made available to you with reasonable efforts from Us when visiting other countries. Access to these networks is dependent on having access to internet connectivity. Some countries prohibit the use of encryption. You agree that You are fully responsible and shall indemnify and hold GO harmless for any losses suffered by you or third parties as a result of Your use of any devices containing encryption technology outside of Malta.
12. 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".
13. The Service is accessed by using a username and a password.
14. 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.
15. At the start of the term, an Administrator shall be appointed by You as part of an administrator's list maintained by Us.
16. It is Your responsibility and that of the Administrator 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.
17. You understand that a Seat for an End User, with its unique email address, can only be created and configured for one company at a time.
18. The customer accepts all responsibility of the portal functionality and the outcome of their configurations unless an agreement has been specifically reached and signed with Us for the relief of the portal administration, in which case the terms of said agreement applies.
19. Configurations that require GO's input will be carried out with specific instructions from the agreement owner or from the Administrator. Such configurations will follow standard service change request procedures.



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20. You are responsible to inform Us of any requests for alterations in licenses, including user addition to and removal from Your company.
21. You cannot have a blend of licenses between the pay per use option the unlimited options.
22. If during the term of the agreement, You request a downgrade of Your licenses, You shall pay an early termination fee for said licenses, equal to the difference in price between the licenses for the remaining months of the agreement.
23. You agree not to re-sell a license, or attempt to acquire a license from anywhere apart from GO as the official reseller of Rainbow licenses in the Malta.
24. In case of theft or loss of equipment or mobile device, the payment terms of this agreement still apply. We will endeavour to work on pausing the service on said licenses to avoid usage from unauthorized persons, but any payments due in this regard still apply.
25. It is Your responsibility to take measures to protect from any data loss, including customer-amendable configurations, of Your stored content, through backups on other platforms.
26. It is Your responsibility to make sure that You have retrieved all of Your stored content before the end of this agreement, if You decide that the Service will not be renewed.
27. In the case of GO CloudTalk, this Agreement shall be automatically renewed for subsequent Renewed Terms, under the same terms and conditions unless either Party informs the other of its intention not to renew the Agreement by giving notice in writing to the other Party at least ninety (90) days from the date of expiry of the Initial or any Renewed Term.
28. For GO CloudTalk, You agree that any newly bought desk phones shall be Alcatel desk phones for the purpose of this service. If other brands are bought, we reserve the right not to provide support on these models and reserve the right to charge additional setup costs to integrate.
29. If Your service is agreed to be managed by Us, any devices related to the service and under agreement cannot be sold, rented or transferred in possession, and they cannot be moved from the location agreed upon with Us without our prior written consent. Support related to change in offices may incur an additional charge.
30. The service we are providing you with uses software from our supplier, which is subject to separate terms and conditions (including Software Licenses and EULAs). The customer agrees to the applicable software licenses and such terms and conditions. A copy of the terms and conditions can be found here: <https://www.al-enterprise.com/rainbow/terms-of-service>. You can review the Software Licenses when installing the supplier application to Your device.
31. From time to time, You may be requested to upgrade this software. You understand that we can only provide support on upgraded software. Additional charges may apply if You request support for instances without the latest software version.
32. As with all software upgrades, such upgrades may incur risks, which You agree that you are aware of. We are not responsible for any software that does not function well or as expected because of the supplier's software, and we accept no responsibility for software provided by other suppliers. We will endeavor to test the software on a number of major device brands and Operating Systems, but reserve the right not to for other models. In the event of issues from these tests, we will reach out to the supplier for their support.

### 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 as 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 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. 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



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Controller. 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 Services 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.

### GO CloudTalk Tariff Plan Terms and Conditions

These terms and conditions were last updated on 01/11/2024.

#### Your Agreement

- 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.
- 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 and features derived through it, as well as these terms and conditions, in accordance with applicable laws. In the event that the service needs to be terminated either because of a supplier decision or because such a system no longer makes sense as part of GO's offering, you will be notified 30 days in advance and you agree that such termination also terminates your agreement for this Service with GO.
- Failure of payment may result in suspension this service. Suspension of services may also occur in the unlawful, illegal and non-conforming use of the service. Suspension carries an administration charge for re-activation. Suspension of service will be determined on a user by user basis, and suspension of one user does not necessarily mean that the rest of the users under this agreement will be suspended. In this case, the agreement still holds for the duration that was agreed upon, including charges related to rental fees, usage and managed services.

#### A. Definition

- Business means that the Premises where the Service is installed is not used wholly for Residential purposes.
- "Seat" means any instance used to access the service, identified by a username and a password.
- The service can be accessed from a desk phone, from a desktop client or from a Mobile App.

#### B. The Tariff

- GO CloudTalk is a pay monthly tariff (the 'Tariff') provided by GO plc ("Us"). You subscribe to this Tariff by signing an Agreement with Us.
- This Tariff is regulated by their 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.
- This Tariff is effective as from March 2022.

- Service will be billed on a "per seat" base.
- This Tariff consists of the following:

		Voice Business - PPU	Voce Business - Unlimited	Voice Enterprise - PPU	Voice Enterprise - Unlimited
a	Price	EUR 5	EUR 10	EUR 10	EUR 15
b	Local Fixed Calls	EUR 0.025/min	Unlimited	EUR 0.025/min	Unlimited
c	Local Mobile Calls	EUR 0.12/min	Unlimited	EUR 0.12/min	Unlimited
d	International Calls	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 Range	DDI 10 Numbers	DDI 100 Numbers	DDI 1000 Numbers
a	Price	EUR 1	EUR 10	EUR 30	EUR 30

#### C. Explanation of Charges

- Unless otherwise stated:
  - All charges quoted in these Tariff Plans are exclusive of VAT and exclusive of Excise Tax.
- These charges are applicable if You sign a 2 year agreement with Us.
- Monthly Fee:
  - For the first month, the monthly fee will be charged on a pro-rata basis.
- Unlimited Calling Charges:
 

Unlimited calling is restricted to local calls. For international calls, your service will be charged according to the tariffs found here: [www.go.com.mt/terms-and-conditions/international-call-charges/](http://www.go.com.mt/terms-and-conditions/international-call-charges/)
- Other Charges:
  - 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.
  - Activation charges: a default €50 euro will be charged for the Service provisioning of the seats. In case You require an IP-PBX and/or an IAD converter, price of IP-PBX, IAD and their installation charges will be quoted separately.

#### E. Minimum Term

- This Tariff has a minimum term of twenty-four (24) months.
- 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 plus managed services fees, in case of a managed services agreement.
- If You request a removal of any of the licenses for one or more users, You shall pay an early termination fee for said users equal to the remaining monthly tariff rental fees and any other usage amounts due from the user/s.
- Any newly added user, following the effective date of this agreement, is subject to a new term of contract. Should the main agreement expire before this new user term, then the monthly charges for the new user still hold and the customer agrees to pay these outstanding charges. The minimum term for a new user is 1 year.