



## SMART S, M, L, Unlimited, Unlimited+ TERMS AND CONDITIONS

These terms and conditions were last updated on 27<sup>th</sup> January 2025.

### A. Your Agreement

- These terms and conditions are for a tariff plan 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.
- 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, the applicable charges and any benefits derived through it, as well as these terms and conditions, in accordance with applicable laws

### B. The Tariff

- The 'Smart S', 'Smart M', 'Smart L', 'Smart Unlimited' & 'Smart Unlimited+' Tariffs (the 'Tariffs') are Pay As You GO mobile tariff plans provided by Us.
- You subscribe to these Tariffs by sending an SMS (free of charge) as specified in clause B.8.h or from the GO App.
- By subscribing to these Tariffs 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 any of these Tariffs.
- These Tariffs are effective as from 21st March 2024.
- You must pay the fee indicated in clause B.8.a to enjoy the benefits listed in clause B.8.b to B.8.g.
- The Tariffs consist of the following:

Tariff Plan	SMART S	SMART M	SMART L	SMART UNLIMITED	SMART UNLIMITED+
a. Price	€5.99	€11.99	€15.99	€15.99	€18.99
b. Standard data bundle allocation available locally, while roaming EU Zone 1 & UK	1GB	15GB	10GB	Unlimited local data, 17GB roaming	Unlimited local data, 17GB roaming
c. Extra data bundle allocation available locally, while roaming EU Zone 1 & UK	500MB	5GB	2GB	N/A	N/A
d. Calls to local and EU Zone 1 & UK in Malta and while roaming EU Zone 1 & UK	100 Mins	250 Mins	300 Mins	0 Mins	60 Mins
e. Calls to Home pack community members (available locally)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
f. SMS to local and EU Zone 1 & UK numbers in Malta and while roaming in EU Zone 1 & UK	100 SMS	250 SMS	300 SMS	0 SMS	60 SMS
g. Validity	28 Days	28 Days	28 Days	28 Days	28 Days

Subscription	SMART S	SMART M	SMART L	SMART UNLIMITED	SMART UNLIMITED+
h. Via SMS	Send S to 16410	Send M to 16410	Send L to 16410	Send U to 16410	Send P to 16410

Deactivation	SMART S	SMART M	SMART L	SMART UNLIMITED	SMART UNLIMITED+
i. Via SMS	Send STOP S to 16410	Send STOP M to 16410	Send STOP L to 16410	Send STOP U to 16410	Send STOP P to 16410

Optional Add-ons	Price
j. 10GB in Malta (+2GB in Zone 1) for 24 hours	€1
1000 minutes for 24 hours Local and Zone 1	€1
Talk More: 60 minutes and SMS to/from Malta, EU Zone 1 & UK valid 28 days	€2.99

	Additional Charges when exceeding allowances	Price
k.	Local & Roaming EU Zone 1 & UK mobile data after the data units in B.6.b and B.6.c are exhausted	€2/100MB
l.	Calls to all Local numbers after the minutes in B.6.d are exhausted	€0.25/Minute
m.	Calls to Zone 1, EU & UK numbers after the minutes in B.6.d are exhausted	€0.22/Minute
n.	SMS to all Local, EU Zone 1 & UK numbers after the SMS units in B.6.f are exhausted	€0.10/SMS

### C. Explanation of Charges

- Unless otherwise stated, all charges quoted in these Tariffs are inclusive of VAT and exclusive of Excise Tax.
- Charging for Tariffs:
  - The fee stipulated in clause B.8.a is payable upon subscription to the Tariffs, that is upon sending the applicable code or when choosing the respective Tariff from the GO App as per clause B.2
  - Upon subscribing to the Tariffs as specified in clause C.2.a, verification will be made by Us as to whether there is sufficient credit on Your Pay As You GO SIM Card or through your bank if you opt for our Card Linked Bundle Payment method for the Tariff to be assigned. If not, you will receive a message from us and the Tariff will not be assigned, in which case the standard pay-per-use rates of Your main tariff will continue to apply.
  - Further to C.2.b, should you opt for the Card Linked Bundle Payment method or enough credit be available for the Tariff to be assigned, You should still await the SMS confirmation from Our end that the Tariff has actually been assigned before making any usage. Any usage done before You receive such confirm
  - The Tariffs will be automatically renewed every 4 weeks (or 28 days), assuming there is sufficient credit on Your Pay As You GO SIM Card or funds in your bank account if you opt for the Card Linked Bundle Payment method. If there is insufficient credit available upon renewal, the renewal process will remain active for 90 days. If you are subscribed to the bundle using our Top-up payment method, upon topping-up during these 90 days, the applicable fee shall automatically be deducted from the available credit and the Tariff will be renewed. Should You not wish the auto-renewal to take place, You should send the phrase specified in clause B.8.i to 16410 (free of charge) at any time before the expiry date. This will stop the Tariff from automatically renewing upon expiry.
  - Once the benefits included in the Tariff are consumed, the applicable pay-per-use rates until the expiry of the Tariff's validity period, shall be those mentioned in clause B.8.k to B.8.n for both local and roaming usage whilst in Zone 1 countries.
  - The voice calls in B.8.d are charged on a per minute basis.
  - If You have sufficient credit to do so in accordance with clause C.2.i and keep on using Your mobile data beyond the data units included in Your Tariff as specified in B.8.b and B.8.c any local and roaming usage will be charged on a per 100MB basis as per clause B.8.k. Your usage as stated in clause B.8.k will continue to recur until the expiry date of the Tariff or until you reach €50 worth of data usage, whichever comes first. Any remaining balance from the last 100MB will be lost upon renewal or if the Tariff expires and is not renewed.
  - Further to C.2.g above, If You keep on using Your mobile data, locally and whilst roaming in Zone 1 countries, beyond the €50 worth of data usage, Your applicable data rate whilst in Malta and whilst roaming in Zone 1 countries will change to 10c/MB on a per MB basis.
  - Further to the pay-per-use charge for data as stipulated in B.8.k is only applicable during the validity period of the Tariff. Should for any reason, the Tariff no longer be renewed, the applicable pay-per-use rate will change to 10c/MB, until such time the Tariff is renewed or re-applied for.
  - Unless You have enough credit for Us to charge the applicable pay-per-use rate for local data usage as stipulated in B.8.k and to assign another 100MB of mobile data to Your Pay As You GO account, You are unable to continue using data on Your Smartphone or other device. You will be required to top-up Your mobile credit to use data.
  - Should the Tariff not auto-renew for any reason, the applicable Zone 1 roaming charges will be those applicable to the standard Pay As You Go tariffs and as indicated on Our website.
  - All charges listed in clause B are also applicable while roaming in Zone 1 countries, unless otherwise stated. You should refer to the list of Zone 1 countries in the relevant section on roaming on Our website. The standard roaming rates apply for roaming outside Zone 1. All rates are specified in Our website.

### D. Explanation Of Benefits Included

You can join a Home Pack Community when You are subscribed to these Tariffs. If You do so, You will be entitled to benefit from:

- The additional Home Pack Community minutes stated in clause B.8.e.
- The additional mobile data bundle in clause B.8.c
- The additional mobile data bundle in clause B.8.c is rewarded once per tariff purchase or purchase renewal. This can be obtained by forming part of a Home pack Community.
- The minutes specified in B.8.d are decremented on a per minute basis, both locally and whilst roaming in Zone 1 countries.
- The data units included in the Tariff and the free additional Home Pack Community mobile data are decremented on a per KB basis, both locally and whilst roaming in the Zone 1 countries.
- Once the Tariff is auto-renewed or purchased, any remaining balances of minutes and SMS included in the Tariff are lost. Any data units still available from B.8.b upon renewal can accumulate up to 100GB as long as the auto-renewal does not fail due to insufficient credit or any issues related to your bank if you have opted for the Card Linked Bundle Payment method. For avoidance of doubt, the data units will continue to accumulate once the same bundle is purchased before expiry or automatically renewed at the moment of expiration of the previous bundle. Otherwise all the accumulated data units will be lost.
- Any data units still available from B.8.c will be reset upon auto-renewal of Tariff and any remaining data units will be lost.
- If You are already subscribed to the Tariff and You join the Home Pack Community later, the additional free mobile data will be given upon your next Tariff renewal or purchase.
- When You make use of mobile data, You will first utilise the additional free mobile data bundle in clause B.8.c and then the data benefit included in the Tariff as specified in clause B.8.b.
- You may query the remaining balances of the benefits included in the Tariff by sending a blank SMS to 16415 free of charge. You will receive the information through an SMS.
- 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 deducted from your credit.

## E. Interaction with Similar Plans or offers

1. Once You successfully subscribe to either of the Tariffs, You acknowledge that:
  - a. The benefits included in the Tariff and the applicable pay-per-use charges will have priority over any other Super Top Up benefit previously assigned.
  - b. Your registration to a Super Top-Up will be automatically cancelled once the Tariff is successfully assigned. This implies that Your next top-up of €10 or more will not automatically re-assign any Super Top-Up benefits to the Tariff.
  - c. Should You wish to benefit again from any Super Top-Up made available by Us at the time, You will have to apply a-new for the selected top-up benefits. You also acknowledge that upon successful registration to a Super Top-Up You will automatically be unsubscribed from the Tariff. This implies that the Tariff will not auto-renew upon expiry.
  - d. Further to E.1.c above, You also acknowledge that should You reapply to a Super Top-Up benefit whilst still benefitting from the Tariff, the benefits included in the Tariff and the applicable pay-per-use charges will have priority over any other Super Top Up benefit until the expiry date of the Tariff.
  - e. Should You wish to renew Your Tariff before the expiry period, all benefits included are reassigned in full and another 4 week validity period will apply accordingly. For the avoidance of doubt this implies that any remaining unused benefits will be lost.hereby authorise Us to carry out any necessary verification for the purposes of ensuring compliance with these conditions, however, it shall remain Your obligation to duly notify Us of any such circumstance.
2. In the event that You continue benefitting from the Tariff beyond such time when You were no longer entitled thereto, You hereby warrant and bind Yourself to pay Us the amounts due.

## F. Add-Ons

1. We may make various add-ons available with this Tariff. All such add-ons are clearly indicated on Our Website.
2. Should You decide to opt for an add-on on top of Your Tariff, then You acknowledge that in conjunction with these terms and conditions, the terms and conditions for the selected add-on/s shall also apply.
3. The above Tariffs are not compatible with the hereunder listed add-ons:
  - a. GO Text, Talk or Data
  - b. TLK - Value Pack
  - c. Speak Easy
  - d. Smart Start, Talk or Data
  - e. Smart and Smart Weekly

## G. Other Details

1. To protect you from excessive pay-per-use data expenses while roaming, your tariff plan has 2 data limits of Eur59 (incl. VAT) each. Unless you've informed us otherwise, once you reached 80% of your consumption, you will be notified and asked whether you would like to stop your consumption at €59 or else continue performing your data session until you reach another €59 limit by sending an SMS with the word 'OPTOUT' to 50700295. To make sure that future roaming data usage would be capped again at €59 you should send an SMS with the word 'OPTIN' to 50700295 at Your discretion.
2. These Tariffs are designed for customers habitually residing in Malta with occasional travel, and are not intended for permanent roaming. More detail of Our Zone 1 roaming fair usage policy can be found in the Product terms and conditions.
3. End-users may inquire information about registered subscribers by placing calls to premium numbers '1182' for local fixed lines and mobile networks or '1152' for overseas numbers. Calls made towards these premium numbers will be subject to additional calling charges above the standard rate. For further details, kindly refer to our terms and conditions regarding directory enquiry services and online phone directory found here: <https://www.go.com.mt/terms-and-conditions/directory-enquiry-services-and-online-phone-directory/>