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Company Registration No. C22334
VAT Registration No. MT1282-6209

Mobile Product Terms and Conditions

These terms and conditions were last updated on 25th June 2025

A. Your Agreement

1. These terms and conditions form an integral part of Your Agreement for the provision of the Service with Us, together with the following terms (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
   d. The Tariff Plan Terms and Conditions and/or Schedule of Charges
   e. The End User License Agreement (EULA)
   f. The Product Terms and Conditions
   g. The General Terms and Conditions
2. If any of these documents conflict with one another, the terms will apply in the order of precedence set out above.

B. Definitions

1. 'Agreement Benefit' means a conditional discount or offer or any other incentive that We may introduce from time to time.
2. 'International Activity' means usage made towards non-Maltese numbers while You are in the Territory.
3. 'Pay As You GO' means the pre-paid mobile service.
4. 'Hybrid' means the mobile service with elements of both pre-paid and post- paid.
5. 'Pay Monthly' means the post-paid mobile service.
6. 'Roaming' means the connection of a GO SIM Card to a non-GO network.
7. 'SIM Card' means the Subscriber Identity Module and contains Your information which, when used with the appropriate equipment, enables access to the Network and services.

C. Your Service

1. We will provide You with the mobile service specified in Your Application Form. Your Service may include the ability to make and receive calls, send and receive text messages (SMS), make data sessions, make use of other services that are available on Your Tariff Plan, or a combination of any of the above. The details of Your Service are specified in the Tariff Plan and/or Schedule of Charges.
2. Your Service starts from the date We activate it.
3. Call charging starts from the time the call is answered, whether by another person or a machine.
4. Text messages are charged immediately upon submission, irrespective of whether they are delivered or not.
5. In ideal optimal conditions, the mobile Network can deliver an approximate maximum download internet speed of 210 Mbps and an approximate maximum upload speed of 50 Mbps when using 4G+ technology. Where 5G mobile data service is available, the maximum download speed of 1024 Mbps and upload speed of 100 Mbps may be attained. You may check their download speed by running a speed test by a trusted service provider. You must ensure that the device is connected exclusively to the GO mobile network and not to any Wi-Fi network. Before running the test, You shall disable any data-saving and power-saving modes and terminate background applications that may influence test outcomes whilst ensuring You are connected to GO servers. You are encouraged to conduct speed tests on a regular basis, under similar testing conditions to ensure result comparability.
   The below quality of service indicators are applicable on GO's Mobile network:

	Mobile Voice	Mobile Data
Initial Connection (Call Setup Success Rate)	>99%	>99%
Failure probability (call drop/session)	<0.5%	<1%
Call signalling delays (Call setup time)	<8s	NA

   The above parameters are subject to change with technology advancements. The mobile data speed that can be attained on Our connection may vary and depends on a number of factors, amongst them Our Network, the number of users making use of the Network at a particular point in time in a given geographical area, the radio quality (which can be affected by third part equipment and lack of coverage), as well as the connection speed that can be reached by Your devices. The quality of your experience, especially indoors or whilst in a moving vehicle, may also vary due to a number of factors including but not limited to, increased urbanisation, the thickness and type of walls of the building, the size and type of apertures it is fitted with etc. These may negatively impact the signal emitted from Our radio base stations and the Mobile coverage you ay have indoors. You may this not always be able to reach the maximum speeds available to You on Your Tariff Plan. You agree and understand that such factors may exist for the duration of Your Service with Us and are beyond Our control.
6. Unless otherwise stated, mobile data sessions are charged on the basis of volume sent and/or received over Our network, in chunks as specified in Your Tariff Plan or Schedule of Charges. You understand that data usage given on Your device may not be accurate and that charges shall be based on the usage as measured on Our Network.
7. Different charges may apply when You make usage towards numbers subscribed to different networks. If this is applicable to Your Tariff Plan, You should check whether a number belongs to a particular network prior to initiating an event, such as calling or texting, towards this number. You may do so by calling 180 (free of charge) while in the Territory in order to verify the relative operator of a particular local number. If this information service is changed or discontinued due to legal or regulatory decisions, this will not constitute a change to Your Terms and Conditions.
8. Any other mobile activity is charged as stated in Your Tariff Plan or Schedule of Charges. Where no such charges are specified, such as for televoting, donations and information services, the application rates shall be as communicated by the parties promoting these services and will be added to Your bill or, in the case of a Pay As You GO Service, deducted from Your balance.
9. We may make certain add-ons, such as an amount of data bought as a bundle at a discounted rate, available to You on Your Service. If this is the case, You may choose to activate it by following the instructions for the given add-on. You understand that the activation of these add-ons may be delayed and that any usage made while this add-on is still not active will be charged at the normal rates.
10. Any addon We choose to make available on Your Tariff Plan may be modified or discontinued at Our sole discretion. Every add-on is governed by its own terms of use.
11. If payment made by Direct Debit Mandate (DDM) is unsuccessful due to insufficient funds, failed processing, or reasons not caused by GO the customer may be charged an administrative fee of five euro (€5.00).

D. Connecting to Your Service

1. We will provide You with a SIM Card in order to be able to connect to Our network. The SIM Card will remain Our property but it is Your responsibility to handle it with care and keep it safe. We will replace any SIM Card that is found to be defective due to faulty workmanship, but reserve the right to charge You a fee for replacing or renewing a SIM Card in any other circumstance.
2. We may recall a SIM Card at any time to enhance or maintain the quality of Our network. From time to time You may also need to replace Your SIM Card due to technological advancements both on Our network and any devices You may use to connect to it.
3. You should inform Us immediately if Your SIM Card is lost, stolen or damaged. We will provide You with a replacement SIM Card as soon as is reasonably possible, but We reserve the right to charge You for sucha replacement.

E. Agreement Benefit

1. We reserve the right to offer an Agreement Benefit with one or more Tariff Plans at any point in time. These Agreement Benefits may be changed or discontinued at Our sole discretion.
2. Where applicable with Your chosen Tariff Plan, You may choose to take an Agreement Benefit with Your Agreement. Unless otherwise stated, You may only benefit from one Agreement Benefit at any particular point in time.
3. The Agreement Benefit is given on condition that You remain bound to the Service stated in Your Agreement with Us for a pre-defined period of time.If You choose to terminate Your Agreement with Us prior to this time period elapsing, or if We suspend or terminate Your Agreement with Us due to a reason directly applicable to You, such as non-payment for the Service, You shall be bound to pay Us all the fees/charges/penalties as outlined in the Agreement, including the reimbursement of the Agreement Benefit.
4. You will be liable to reimburse Us for the Agreement Benefit and all the fees/charges/penalties as outlined in the Agreement if You downgrade Your Service with Us during the pre-defined time period of Your Agreement.
5. If You choose to upgrade Your Service with Us during the pre-defined time period of Your Agreement, You will not be able to benefit from any new Agreement Benefit unless You terminate the old Agreement and pay Us all dues, including those applicable to Your current Agreement Benefit.

F. Additional Terms Applicable to Pay as You GO

1. In order to make use of Your Pay As You GO Service, You need to top-up Your account. You may do so using any of the top-up methods We make available to You or else those available through third party services.
2. If You affect a top-up using a third party service and the payment for it is reversed at a later date, We reserve the right to deduct any amount, inclusive of all applicable taxes, that was topped up from the Service that benefitted from the top-up.
3. We may impose a top-up limit on the amount of topped up credit You may have in Your account at any particular point in time. If You reach or exceed this limit, You will be unable to top-up until Your credit has been reduced to this limit or less.
4. The chargeable usage made from Your Service will be deducted from the amount You have topped up. You will not be able to make any further usage, with the exception of calls to emergency services, if Your topped up credit has been used up or else the amount left is insufficient to performthe activity You wish to make.
5. You will be able to receive incoming calls and text messages for three hundred and sixty-five (365) days from the date of Your last top-up.
6. If Your Service is inactive for three hundred and sixty-five (365) days from the last top-up or chargeable activity, Your Service will be disconnected. All remaining topped up credit will be lost and the number will be reassigned. Our Pay As You GO Disconnection Policy can be found on Our website. You may also request a printed copy from one of Our retail outlets.

G. International Activity and Roaming

1. In the case of Pay As You GO, Your Service is enabled for International Activity and Roaming upon activation. In the case of Pay Monthly, You need to state in Your Application Form that You want to activate these services.2. You will be able to roam with partner networks with which We have a Roaming agreement. You may find a list of these networks on Our website. We may have different agreements in place with different partner networks, which means that some of Your services may not be available with a particular partner network. The partner network may also not support certain services. We advise You to check Our website or to contact Us prior to Roaming to familiarise Yourself with the services and applicable charges available to You whilst Roaming. We are not responsible for differences in service availability that You may encounter while Roaming.

2. When making use of these partner networks, You agree that You are dependent on them for the quality of service that You receive. We will not be responsible for matters beyond Our control that You may encounter while Roaming. You should contact Us immediately on 8007 2121 or https://www.go.com.mt/contact-us if You encounter any difficulties so that We may investigate the matter. We do all we can to ensure the quality of service conditions are aligned to your experience on your home network. This is to ensure you have a genuine Roam Like At Home experience. Nonetheless due to factors outside our control this may not always be possible. There are various factors in each country that can influence the quality of service provided related to the technologies available in the visited country and the deployment status of the latest technology. Service quality can be impacted by local network coverage, the number of people using the network at busy times, the surrounding buildings in urban areas, tree cover and even weather conditions. Coverage can also vary in indoor locations, travelling in a car or when visiting remote rural and mountainous areas. More detailed information can be found here: www.go.com.mt/travel
3. Unless otherwise stated, all International Activity and Roaming is chargeable. The rates may vary from country to country and from one partner network to another. You may check these rates on Our website. You accept that it is Your responsibility to familiarise Yourself with these rates prior to making use of these services.
4. Unless otherwise stated, You are charged for the international leg of all incoming calls received while Roaming. This means that the person calling You pays for the call as though You were still in the Territory, while You pay for the part of the call that connects You from the Territory to the country You are visiting. The charge will be the incoming call charge of the partner network You are currently using.
5. Foreign operators reserve the right to block access to free phone, shared cost numbers and premium rated numbers. Where such access is not blocked, foreign operators may charge a fee for calling these numbers. Published roaming rates can be found here: https://www.go.com.mt/support/premium-services-roaming
6. We reserve the right to vary or change the International Activity and Roaming rates inter alia for reasons independent of Our control as well as for technical, commercial or other reasons. Prior to making use of these services, You should always check the latest rates on Our website or otherwise request these rates from Us if you do not have access to the Internet. Published roaming rates can be found here: www.go.com.mt/travel.
7. Whilst roaming in EU Zone 1 Your Tariff Plan's local calls and SMS bundles applicable to other local networks are applicable to Malta and EU Zone 1 numbers. Other similar bundles applicable only to GO mobile numbers are not available whilst roaming in EU Zone 1.
8. EU Zone 1 roaming fair usage policy:
    a. Tariff Plans with unlimited bundles available whilst roaming in the EU Zone 1 Roaming Countries are available for customers:
        i. Permanently residing in Malta, meaning a customer with a valid Maltese Identity card, passport, driving licence or utility bill registered on a Maltese address, or
        ii. Who have stable links with Malta, meaning, but not exclusively, full-time employees with a local employer, self-employed persons with contractual local ties or full-time recurring students.
    b. You may be required to present documentary evidence proving normal residence or stable links as per 8.a above in the following forms:
        i. Presentation of official documents with a local address listed in 8.a.i above
        ii. An official signed declaration of full-time employment by your local employer
        iii. An official signed declaration of full-time student status by your local education institution
        iv. In the absence of the above documentary evidence, a valid property rental agreement can be presented
        v. In the case of Business customers, proof of the local establishment or local activities of the businesscan be presented.
    c. To prevent abusive or anomalous usage whilst roaming in EU Zone 1, a fair usage policy will apply when:
        i. Over a period of four (4) consecutive months the total number of days Your SIM card, on which these Tariff Plans are activated, is logged onto a foreign network whilst roaming in the EU Zone 1 is higher than the total number of days it is logged onto Our network in Malta, or
        ii. Over a period of four (4) consecutive months the total amount of usage in calls, SMS, and Data whilst roaming in the EU Zone 1 will be more than 50% of Your total usage in Malta and EU Zone 1, or
        iii. Your SIM card, on which these Tariff Plans are activated, is exclusively used whilst roaming in the EU Zone 1 and not used for making or receiving calls and SMS or for data usage whilst in Malta for multiple periods of four (4) weeks or a single continuous period of two (2) months in the previous consecutive four (4) months.
    d. In the event that either of the conditions in 9.c above are not met, We shall contact You and advise You on your anomalous usage and to reduce your usage to the limits indicated in 9.c above within two (2) weeks from the date of Our notification.
    e. If you do not rectify your anomalous usage within the given period in 8.d above, We reserve the right to impose a surcharge on your anomalous usage as follows:

Usage	Rate (excluding VAT)
Calls on a per minute basis	€0.22 as from 01/07/2022 €0.19 as from 01/01/2025
SMS	€0.004 as from 01/07/2022 €0.003 as from 01/01/2025
Data	€2.00/GB as from 01/07/2022 €1.80/GB as from 01/01/2023 €1.55/GB as from 01/01/2024 €1.30/GB as from 01/01/2025 €1.10/GB as from 01/01/2026 €1.00/GB as from 01/01/2027

    f. In case of prepaid mobile tariffs, We may limit the volume of data allowance whilst roaming in EU Zone 1 to the amount of remaining credit, excluding data allowance whilst roaming in EU Zone 1 to the amount of remaining credit, excluding VAT, at the time of the start of the data roaming session in EU Zone 1, divided by the applicable data rate in 8.e above. Any usage above this fair-use limit will incur surcharges for data rates in 8.e. Example: If You have €10 (€8.47 excluding VAT) of remaining credit left at the time you start roaming, while in EU Zone 1 as from the 1st July 2022 You will have 4.2GB (€8.47/€2.00perGB) of data available, whereas in 2023 You will have 4.7GB (€8.47/€1.80perGB) of data available, etc.
    g. In case of tariffs that include data bundles, We may limit the volume of data allowance whilst roaming in EU Zone 1 to the equivalent of twice the volume obtained by dividing the overall domestic monthly tariff price, excluding VAT, by the applicable data rate in 8.e. above. If the resulting EU Zone 1 roaming data limit is higher than your current domestic bundle whilst roaming in EU Zone 1. A surcharge may apply as per 8.e above for any usage above this limit. The surcharge that may apply is additional to the domestic out of bundle rate when the domestic data bundle limit is exceeded.
    h. We may take immediate proportionate measures:
        i. If You use multiple SIM cards whilst roaming, and
        ii. In case of organize resale of SIM cards to persons not effectively residing or having stable links in Malta.

H. Porting

1. If wish to port-out from Our network, You should contact the mobile operator to which you wish to port and You will need to comply with the porting requirements of that operator. Porting will be treated as a termination of Your Mobile Service and the relevant Agreement. GO may decline any porting requests if Your account is in arrears, if the details You give the other mobile operator do not match those on Our systems or for any other reason that may be specified by the Malta Communications Authority from time to time.
2. If wish to port-out from Our network, You should contact the mobile operator to which you wish to port and You will need to comply with the porting requirements of that operator. Porting will be treated as a termination of Your Mobile Service and the relevant Agreement. GO may decline any porting requests if Your account is in arrears, if the details You give the other mobile operator do not match those on Our systems or for any other reason that may be specified by the Malta Communications Authority from time to time.

I. Other Important Terms

1. You acknowledge that unless otherwise stated in the Tariff specific Terms and Conditions or otherwise allowed by Us, Your Service is intended for personal and individual use only and should not be used in connection with any non-manual mechanism, application and/or software and/or any commercial endeavour or mass outreach.

J. Protection from Spam Calls

1. In accordance with the MCA's Decision Notice on preventative measures to mitigate CLI spoofing and vishing scams, with effect from 1 November 2024, telephony providers in Malta, including GO, may block calls that correspond to the following scenarios in order to prevent potential scam calls:
    a. Calls where the calling party number is a Maltese phone number starting with '1', '2', or '8' towards foreign numbers that are forwarded to a Maltese number;
    b. Calls where the calling party number is a Maltese phone number starting with '1', '2', or '8' towards outbound roamers that are late forwarded to a Maltese number; and
    c. Calls where the calling party number is a Maltese phone number starting with '1', '2', or '8' originated through 'overseas solutions' (e.g. internet-based or cloud-based telephony services) offered by unauthorised telephony providers.

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General Terms and Conditions

These terms were last updated on 27th January 2025.

A. Definitions

1. 'Agreement' shall mean the contract You have entered into with Us for the provision of the service.
2. 'Application' shall mean Your application to use Our Service.
3. 'Application Form' means the order form by which You requested the Service or amendments to it, including the termination of the Service.
4. 'Billing Data' means data relating to the charges for Your consumption of Our services which have been paid for or otherwise. It may contain Personal Data.
5. 'Content' includes, but is not limited to, any audio, visual, and/or interactive content, contained in the Service.
6. 'Data Controller' means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
7. 'Data subject' means an identifiable natural person who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
8. 'Equipment' means any devices, cables, wiring and/or other instruments that We provide, lease and/or approve for the installation and/or connection to Our Network.
9. 'Network' means the infrastructure We use to provide You with the Service.
10. Personal Data' means any data which relates to natural persons that can be identified by means of this data and includes name, identification number, location data or any online identifier.
11. 'Personal data breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
12. 'Premises' means the address indicated in the Application Form and/or the Agreement wherein the Service is to be installed and in which the Service is actually installed.
13. 'Processing' means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasureor destruction.
14. 'Processor' means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller.
15. 'Roaming' means the connection of a GO SIM Card to a non-GO network.
16. 'Service' means the service indicated in the Application Form and/or Agreement.
17. 'Schedule of Charges' means the list of fees and charges related to the Service and in force from time to time.
18. 'Tariff Plan' means the specific rules, benefits and charges related to products and services issued by Us from time to time.
19. 'Territory' means the Republic of Malta.
20. 'Third party' means, for the purposes of data protection, a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.
21. 'Us', 'We', 'Our', except where otherwise defined, means GO p.l.c., its group companies, any successor in business or assignee and where applicable, includes any director, official, employee or agent of GO p.l.c.
22. 'User' means any person accessing, viewing and/or making use of the Service, whether with Your knowledge and consent or not.
23. 'You', 'Your' means any natural or legal person and includes a company, partnership, joint venture, association, corporation, Government Agency, regulatory body, or any other public or private body whether corporate or incorporate indicated as the subscriber or customer in the Application Form and/or Agreement.

B. Your Agreement

1. These General terms and conditions form an integral part of Your Agreement for the provision of the Service with Us, together with the following documents (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

   d. The Tariff Plan Terms and Conditions and/or Schedule of Charges

   e. The End User License Agreement (EULA)

   f. The Product Terms and Conditions

2. If any of these documents conflict with one another, the terms will apply in the order of precedence set out above.

3. This Agreement constitutes Your entire agreement for the provision of the Service specified in the Application Form and comes into force from the date on which it is accepted by Us. Any applicable minimum term starts from the date in which We start to provide You with the Service.

4. When We refer to a party in this Agreement We are referring to that party and/or its successors in title and/or its assignees.

5. All of Our terms and conditions, including those not mentioned above, are available on Our website. If You do not have access to the Internet, You may request a copy from one of Our retail outlets.

C. Providing the Service

1. We will be able to process Your Application if You provide Us with all requested information and data at the point of application, or when We request it if We find that We reasonably need additional information or data from You.

2. You agree to follow any reasonable instructions that We may give You in order for Us to be able to provide You with the Service and to allow Us access to Your Premises where needed.

3. You also agree to procure all necessary permits and permissions from third parties in order to enable the installation of the Service, where applicable. This includes permission from third parties if We need to cross their property or put Equipment on their Premises. We will be unable to proceed with the installation if We are aware that such permits and permissions are not available or if third parties do not provide Us with access to their property if needed. You agree to indemnify Us from any claims from third parties if such permits or permissions are not obtained before the installation takes place.

4. The standard installation covers the installation of any wiring or cabling up to the modem/gateway, where applicable, or otherwise to the first socket. In order to benefit from the Service, You may need some special apparatus or installation that is not included with the standard installation, or else You may request that We carry out the installation outside normal working hours. If We accept to carry out such work, We will provide You with an estimate for the work and/or items that are not normally covered during Our installation. We will only be able to proceed if You either pay Us upfront or else make an irrevocable commitment to pay Us with Your next bill. Accepting Our estimate implies an irrevocable commitment to pay these charges.

5. When We come to provide the installation or rectify a fault, You or an adult acting on Your behalf should be present to take responsibility for any physical work that We may need to carry out on Your Premises to provide You with the Service. We may refuse to proceed if for whatever reason We believe that the person present cannot assume such responsibilities, such as if this person is clearly a minor. In this case, You will need to set another appointment with Us. You agree that We are not responsible if We are unable to adhere to the timeframes for the provision or fault rectification of the Service due to any rescheduling in appointments for a reason attributable to You.

6. We may provide You with Equipment to enable Your connection to the Service. You agree to keep the Equipment connected as instructed by Us, to take good care of Our Equipment and not to dispose of it in any way or make use of it for any reason other than that for which it was provided, without Our written consent. If the Equipment is damaged beyond normal wear and tear, lost or stolen, We may charge You a fee for its repair or replacement. If the Equipment makes use of batteries You agree to be responsible for their recharging or replacement as required.

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7. You agree to access the Service only by using the Equipment provided by Us. We reserve the right to restrict access to the Service such that You may only access it if You use all of the Equipment provided by Us concurrently. We shall be entitled to disable any Equipment that is not being used as directed by Us.

8. You understand that We may sometimes, without notice, need to connect remotely to restart and manage Your Equipment. We will do this in order to ensure the quality of and/or provide support for the Service. You agree that You will follow any reasonable instructions We give You in this respect.

9. From time to time We may need to replace Your Equipment for technical reasons or to maintain the quality of the Service. In such cases We will inform You accordingly and where the change needs to be performed by Us at Your Premises, We will set an appointment with You to carry out the changes. If the Equipment can be changed by You, We may ask You to visit a designated location to have it replaced. You understand that if You do not comply with these requests, it may become impossible for Us to continue to provide You with the Service or else the Service performance may be negatively affected. We will not be responsible for such lack of or degradation of Service if the cause is due to non-compliance from Your end.

10. You agree not to tamper in any way with Our Network, Equipment or installation. If You want to connect any equipment to Our Network other than through the sockets or other connections provided by Us, You need to obtain Our permission. You agree not to connect any equipment that is not compliant with local regulations in force at the time or that may harm the Network or other Equipment. If Your actionscause a fault to the Equipment, Network and/or to any other third parties, You shall be liable and remain bound to pay for all expenses and/or damages of whatever nature incurred by Us and/or any other third party affected, and shall fully indemnify and hold Us harmless from any such claim.

11. We may group individual Services that You have with Us in one or more accounts and/or bills for administrative reasons.

12. Where We provide pre-paid services, You agree and understand that such Service will only be available for use on condition that You top-up Your credit when needed. You may top-up using any one of the top-up mechanisms provided by Us or third parties, however You understand and acknowledge that if You make use of third partyservices, We are not responsible for the availability or quality of such services. You will need to deal directly with the third parties if You encounter any problems with theirservices. We will only be able to assist if We have sub-contracted or otherwise entered into an agreement with a third party provider for the provision of this service.

13. We may block top-ups and/or Your Service if fraud is suspected or else if We experience chargebacks for top-ups made to Your Service.

14. Some pre-paid Services involve a time window that is reset upon top-up. The length of the time window is as specified in the Tariff Plan or Schedule of Charges. Upon expiry of the time window, Your connection may be lost and the number or other identifying details, such as an e-mail address, assigned to someone else. It is Your responsibility to top-up the Service in order to keep it active.

15. Some pre-paid Services require that You commit to a certain amount of billable usage within a specific time period in order to keep the Service active. This amount is as specified in Your Tariff Plan or Schedule of Charges. We reserve the right to bill You for this amount and/or terminate the Service if this amount is not reached.

16. We may restrict the use of certain services or bar You from applying for certain offers or Tariff Plans unless You register Your personal details with Us or if there are any other limitations, such as segment offers, that apply only if You meet pre-defined criteria.

17. It is especially easy for some pre-paid Services to change ownership. It is Your responsibility to inform Us if a pre-paid Service no longer belongs to You. We will not be able to change the registration to someone else's name unless that person applies directly with Us or for any other reason We deem that We cannot process this request. In any case, where possible, We will remove Your registration details from the connection. If such removal is not possible, We will terminate the Service. We will make every possible attempt to notify the new owner through one of the means available to Us as per clause K.1 that We will need to terminate the Service and if so desired, this person can apply for a new pre-paid connection. Such Service may be denied if it is reasonably determined by Us that We cannot provide it.

D. Minimum Term

1. Unless otherwise stated in the Agreement, the minimum term for which You may apply for the Service is one (1) month. This starts from the date in which We provide You with the Service.

2. If You terminate the Agreement during the minimum term, You will be billed an early termination fee in the form of one (1) month's rental charge or the remaining pro-rata part thereof. You may also be liable to pay a penalty fee as specified in Your Tariff Plan or Schedule of Charges. This applies also if You downgrade Your Service before the minimum term expires. These charges however do not apply if You terminate the Service in accordance with clause I.5.

3. You may upgrade Your Service at any time without incurring this penalty charge.

E. Amendments to Your Agreement

1. We will seek to inform You beforehand of any changes that will affect Your Service. We will do so as outlined in clause K.1.

2. We will notify You thirty (30) days beforehand in case We make any changes to Your terms of Service that may affect You negatively. During this time You will be able to terminate Your Agreement with Us, by notifying Us in writing, within those thirty (30) days without incurring any early termination penalties. Not notifying Us within this time period or else making use of the Service after these thirty (30) days have elapsed signifies that You have accepted the new terms. If You terminate the Service within the thirty (30) days, You will still be liable to pay for the Service as detailed in clause I.1 (excluding clause I.1.d) and You should return any Equipment We provided to You for the provision of the Service. This thirty (30) day notification period does not apply if the changes affect You positively or else if they are imposed by legal or regulatory obligations to which We must comply.

3. If You wish to make any amendments to Your Agreement to which You are entitled, You may do so by notifying Us in writing or else through any other means accepted by Us. There may be one-time and/or recurring charges for the provision of these changes. If it results that what is being requested cannot be entertained by Us for any reason whatsoever, such as a request for a payment option not supported by Us or not available on Your particular Tariff Plan, We will reject Your request. Until We accept Your request the Service will continue as previously. Some amendments to Your Agreement, if deemed by Us to be substantial, may involve resetting Your minimum term.

F. Our Responsibilities

1. We will provide You with the Service outlined in the Agreement if You meet all necessary criteria for the provision of the Service. The technology over which We provide the Service shall be solely at Our discretion. We may, over the course of Your Service, change the technology over which We provide the Service. In that case, We will notify You if there are any changes to the way Your Service operates. We will only be responsible for changes to Equipment or installations provided by Us.

2. If You think that the Service We are providing to You deviates from what You signed up for, You may contact Us. If We find that We cannot provide You with the Service, You will have the option to change or terminate the Service without incurring early termination charges, but You will still be bound to pay all amounts due as per clause I.1.

3. We will endeavour to provide You with a consistent and fault-free service, however You acknowledge that this may not always be possible. If You encounter a fault or a problem with Our service, You should inform Us and We will look into it. You may contact us on our phone number on 80072121 or 146 (for mobile only) or via the various channels as explained on this webpage:www.go.com.mt/contact-us/ . You may also mail us at our main offices at GO p.l.c Tarxien Road, Zejtun ZTN3000, Malta.

4. If, after We have investigated the matter and tried to deal with it You are still not satisfied with the outcome, You may contact the Malta Communications Authority (MCA), by post on Valletta Waterfront, Pinto Wharf, Floriana, or by filing in the Online Complaint Form at https://www.mca.org.mt/consumer/forms/complaints, or by calling on 21336840. And if your complaint relates to an online purchase which we have unfortunately not been able to resolve for you, you may make a complaint via the EU's Online Dispute Resolution portal at https://ec.europa.eu/consumers/odr/main .

5. We may sometimes need to interrupt the Service in order to carry out any improvements or maintenance. We will endeavour to reinstate the Service in the shortest time possible; however You acknowledge and agree that these matters may be beyond Our control. Where possible, We will seek to issue a notification of such works, although this may not be on a one-to-one basis hence We may use the media to publish Our message.

6. We are only responsible for installations or other works carried out by Us or Our authorised third party contractors. We are not responsible for the work carried out by others, including any self-install options from which You may avail, although We may agree to assist You with resolving any issues at a charge.

7. We do not guarantee that Our Network covers the whole Territory or else that the quality of service is the same throughout. We may not be able to provide You with the Service in Your area or else provide it to the level of quality You desire.

8. We will endeavour to adhere to all legal and regulatory requirements when providing the Service, as well as to follow industry standards for the provision of the Service.

9. In case Your whole Service becomes unavailable, We will repair Your Service within the timeframe indicated in the Service Promise, but You need to cooperate with Us inorder for Us to be able to adhere to this timeframe. This may involve Us visiting Your Premises and will thus need You to be available to grant Us access. This timeframe does not apply to Force Majeure events or to damage caused by third parties, including anything You may have done from Your end. We will rectify any faults free of charge unless they are attributable to something that You have done. You may be asked to take damaged Equipment to a designated location for inspection.

10. We are only responsible for the terms of Our Service and offers that We make public ourselves. We cannot accept responsibilities for any statements or commitments made by any third parties, unless We officially authorise them in writing.

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11. Unless otherwise required by law or any competent authority, We shall not provide You with any statements and/or information in relation to Your Service (inter alia including any information with respect to calls made or received). Where We provide such information, We reserve the right to charge a processing fee.

12. We will make every effort to deliver reliable and effective Services. However, We cannot guarantee that our Services and/or Equipment will be free from interruptions or faults, nor can We guarantee continuous availability of Our Network. The Service Quality Parameters applicable to Your Services can be found in Your Product Terms and Conditions.

13. Unless specified otherwise, the service We will provide You will be subject to contention ratios. Consequently, traffic will be managed in the event of multiple end-users making use of this service. The quality of service may fluctuate in instances where many end-users are online at the same time; in such instances the quality of service cannot be guaranteed. In optimal scenarios, the download speed you will attain may vary depending on the number of factors; such as, the number and quality of the devices connected to the network as well as the wiring of our local area network. By signing up to any of our fixed broadband services, You acknowledge that such limitations may impact the quality of Your internet service product for the duration of the Agreement. Nevertheless, if an issue does persist You may refer to clause F.14. below in order to resolve Your problem.

14. If You believe the quality of Your Service deviates from the Service Quality Parameters, You should get in touch with us through any one of Our various channels listed in F.3 if:
a) The fault is related to Our Equipment, You may visit a GO Outlet to collect a replacement.
b) The fault is related to Our Equipment and You experience an intermittent deviation from the Service Quality Parameters, you shall have the right for a pro-rata compensation depending on the impact to the Services from when You first report the fault. This refund shall be credited to Your GO account. In the unlikely event that You continue to experience proven significant or frequently recurring discrepancies between the actual performance of Your services and the Service Quality Parameters for a period longer than 1 month you will then be entitled to terminate Your Service without incurring any penalties.
c) You experience a complete loss of service due to a Network fault; GO shall endeavour to get You re-connect with an alternative solution within 24 hours from when you First report the fault. If, for whatever reason, we are still unable to restore your service or provide an alternative solution within two (2) working days or more You are entitled to a pro-rata refund of the monthly fee up to a maximum of 1 month. This refund shall be credited to Your GO account. In the unlikely event that You remain without a service for a period longer than 1 month you will then be entitled to terminate Your Service without incurring any penalties.

15. Compensation shall not be due in cases of service disruptions caused by:
a) Force Majeure,
b) Faults due to any equipment which is not Ours,
c) Circumstances attributable to You,
d) When access to the Premises is not possible for any reason, or
e) Any other instance mentioned in these terms and conditions.

16. Nonetheless, where possible, We shall keep You informed on the progress registered to fix such faults and We will do our utmost to offer You alternative solutions.

17. We reserve the right to manage network performance in the event that our systems become overloaded in order to ensure that all users have a a fair experience. We will do our utmost to detect and deter the use of specific applications which may negatively impact our network. In the event that the network is overloaded, We reserve the right to take necessary precautions that ensure that the level of service remains adequate for Our customers. More details can be found in GO's Traffic Management Policy.

G. Your Responsibilities

1. You shall be responsible for the use of the Service at all times, including if third parties make use of it whether with or without Your consent. You should use the Service in the way it was intended, legally and in conformity with all regulations and inform Us if You become aware of any breaches.

2. You may be provided with passwords, security codes, usernames and any other such matters that regulate access to the Service. It is Your responsibility to keep them safe and not disclose them to third parties.

3. We may be unable to accept requests to move the Service to different Premises. If You move to another Premises and the Service cannot, for whatever reason, be provided at Your new address, You may terminate the Service by paying all amounts due as stated in clause I.1, including any applicable termination charges.

4. If We do accept a request from You to move the Service to another Premises, the Agreement that binds You shall be the same as that for a new Application.

5. Any Equipment or installations We provide You shall remain Our property and You agree to keep them safe. You should not tamper with or allow anyone else to tamper with them. If such tampering occurs and it results in damages to Our Equipment, Network, cables or to third parties, We reserve the right to charge You for their repair or replacement. We will not be responsible for damages incurred by third parties due to Your negligence.

6. You understand that, like any similar electronic communications network, any information transmitted over Our Service may be retrieved by third parties. You need to ensure that You take all necessary measures to keep the transmission of any information accessed over Our Service safe.

7. Whenever You connect to third party services, You may be exposing Your Service, Equipment or devices to online threats such as malicious software, viruses or hacking. You are responsible to ensure that You install and update adequate safety measures to protect against such threats.

8. You understand that not all Content accessed through the Service is suitable for everyone or legal. You are responsible to take measures to restrict access to any objectionable or illegal Content, both if You make use of the Service or if others make use of it.

9. From time to time We may issue instructions on the use of the Service, Equipment or Network that We need You to comply with if You are to continue benefitting from the Service.

10. You agree that You will not engage the Service in any way that may interfere or damage the Network or slow down the Service for third parties.

11. We may need to access Your Premises during reasonable hours to inspect or perform works on the Equipment or installation. You agree that You will allow Us to do this in order to be able to continue providing You with the Service.

H. Payment

1. You hereby irrevocably constitute Yourself as Our certain, liquid, and true debtor, whereby You accept to pay for any and all balances remaining unpaid for the Service and/or any penalties, charges, fees, expenses and interests due, including for any Equipment that is not returned in good condition.

2. You agree to pay all charges for the Equipment, installation and Service, including any additional charges detailed in these terms, the Tariff Plan or Schedule of Charges, whether You use the Service or someone else does with or without Your consent.

You may settle Your payments as follows:

- Via Direct Debit Mandate
- Via Internet Banking
- Via a Bank Transfer
- Via My GO
- By sending a cheque payable to GO p.l.c.
- By effecting cash payments (in one of our retail outlets or affiliated third parties)

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Should there be additional charges associated with using certain payment methods, these will be detailed in the specific Tariff Plan Terms and Conditions and/or Schedule of Charges.

3. We may refuse to accept payment in one or more formats for a legitimate reason, such as a payment option not being available on a particular Tariff Plan or else if We have reason to suspect that the proposed payment option may not be viable for the recovery of the charges.

4. We will normally bill You upfront for any rental charges for the Service, with the first month of Service being charged on a pro-rata basis from the date in which We received Your Application, and add it to Your first bill together with the following month's full rental charge.

5. Prices for usage are as set out in the Tariff Plan or Schedule of Charges and inclusive of all taxes unless otherwise stated.

6. We will seek to include all of the previous month's usage charges in Your next bill, however for reasons beyond Our control, such as in the case of Roaming charges where these may reach Us at a later date, this may not be possible. These charges will be reflected in the first possible bill.

7. We may include installation or other one-time charges to Your bill.

8. You will receive a bill by post or else in electronic format. We may levy a reasonable charge for the provision of the bill in printed format. This charge is as detailed in the Tariff Plan or Schedule of Charges.

9. If for whatever reason You do not receive the bill, this does not exempt You from paying it. You should contact Us and We will re-send You a copy of Your bill. You may also request a copy at one of Our retail outlets.

10. You should pay all amounts due by the due date written on Your bill. Failure to pay by this date, including if Your attempt at payment is rejected due to insufficient funds or for any other reason, You will incur late payment charges and/or interest fees to the maximum allowable at law and/or any other punitive and/or applicable charges, which will be added to Your bill. These must be paid along with the rest of Your bill. We may also suspend, restrict or terminate Your Service if payment is not received.

11. If You do not agree with a charge in Your bill, You should notify Us by the bill due date so that We may investigate the matter. You should pay the uncontested amount of the bill within the due by date printed on Your bill. In the event that the claim is found to be justified We will refund any applicable late payment charges or late payment interest.

12. You will be responsible to pay Your bill even if You were not the person making use of the Service, whether such third party usage was made with or without Your consent. If You suspect that someone is making use of Your Service without Your permission or You have lost access to Your Service, such as by losing Your mobile phone, You should notify Us immediately so that We will suspend Your Service and You will not incur any more unauthorised charges on Your bill. We will not be responsible to seek payment from these third parties for the unauthorised charges.

13. If You do not pay Your bill, We may have to take alternative steps to recover the amounts due. In this case, any additional charges incurred through these measures will need to be paid by You.

14. We may request a deposit from You in order to provide You with the Service. This will not be off-set against a bill unless You default from payment. The deposit will be refunded to You upon termination of the Service and the payment of all due bills.

15. You agree that in the event of the payment of a deposit and/or any advance payments, no interest shall accrue in Your favour.

16. If You suspend the Service for any reason directly attributable to You but want Us to retain the connection for You, You will still be responsible to pay the rental charge for the duration of the suspension.

17. We may change the frequency with which We send You bills. These changes will not be deemed to constitute a change to Your terms and conditions of service.

18. Where applicable, We provide You with a basic itemised bill. If You require a more detailed statement, We will be able to provide it to You, subject to applicable law and regulation, but reserve the right to charge a fee.

19. We will charge You for any applicable installation charges that do not fall under Our standard installation policy either upfront or with Your next bill.

20. We may make use of third party payment systems for the processing of payments.In these cases, You should be aware that by making use of these systems You will be disclosing Your personal details to these third parties. You should familiarise Yourself with their terms and conditions before proceeding with affecting the payment, and refrain from using their services if You do not agree with any of their clauses.

21. When You make use of third party payment methods, whether those provided by Us or other parties, You may be charged a processing fee. You are responsible to pay this fee. You are also responsible to ensure that You take all necessary measures to keep Your personal details, including Your debit/credit card details, safe.

22. We may perform a credit worthiness check on You at any time. We may share Your details with credit reference agencies if You default on Your payments. We may also enforce You to pay using specific methods of payment. Further information on our sharing of Your personal data with third party credit reference agencies may be found in our Privacy Policy.

23. It is Your responsibility to ensure that You keep all receipts provided to You. You also need to keep in mind that when You pay through online methods, whether through Our portal or a third party service, the receipt may only be available for a certain period of time, after which it will be deleted and cannot be retrieved. You should ensure that You store or print a copy of these receipts for future reference.

I. Ending the Service

1. Unless otherwise stated in the Agreement, whatever the reason for the termination of the Service after You have submitted Your Application Form, You will remain bound to pay:

a. The pro-rata rental charges, if applicable;

b. All usage done until the date of termination;

c. For any Equipment given to You for the provision of the Service unless this is returned to Us in good condition, save for normal wear and tear;

d. For any special discount or offer that was given to You on condition that You retain the Service for a specific period of time, unless the time period has elapsed;

e. Any other dues that are owed to Us, whether as detailed in the Tariff Plan or Schedule of Charges or as quoted by Us and agreed with You.

2. The Service may be terminated by either party in accordance with the terms of this Agreement or as provided by law.

3. You may terminate the Service with Us by filling in the Application Form and returning it to Us. We will endeavour to terminate the Service within fourteen (14) days, however We will only be able to do so if We have all the necessary informationfrom You. You will need to pay all the charges as detailed in clause I.1, as well as any termination fees that may apply. You should also return any Equipment We provided to You for the provision of the Service. If You do not return the Equipment upon termination, We retain the right to bill You for its replacement. You agree to grant Us access to the Premises to recover any Equipment that cannot be removed by You.

4. If We owe You some money upon Your termination, such as the return of a deposit or pre-payment, We will do so but may off-set all or part of it against any outstanding balances.

5. In certain cases determined by law in connection with distance and off-premises Agreements, You have the right to withdraw from Your Agreement within fourteen (14) days from the date that We accept Your Application. If You wish to cancel Your Agreement, You may do so in writing by filling in and returning the withdrawal form, which may be found on Our website or else You may request a copy from one of Our retail outlets. If the Service has already been provided, You will still be liable to pay the charges as detailed in clause I.1, as well as for any applicable termination charges. You will also be responsible to return any Equipment We provided to You for the provision of the Service at Your expense and will be required to pay for its replacement if this is not returned in the same condition it was provided to You, including within the same packaging, or at all. If You do not abide by these conditions, You agree that You shall lose the right to withdraw from the Agreement.

6. We may suspend or terminate, as may be the case, the Service at any time without any liability to You if:

a. You do not adhere to any of the terms and conditions of service, including non-payment of Your bills;

b. We are obliged to do so due to legal or regulatory obligations;

c. We are for any reason unable to supply or continue supplying the Service;

d. You become or We have reasonable cause to believe that You will become bankrupt or otherwise unable to pay for the Service;

e. You do something that jeopardises the operation of Our Network or Service;

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f. You fail to rectify the reason for a suspension of Your Service that is directly attributable to You;

g. We become aware that Your Service is being used illegally or irregularly.

7. You acknowledge that any restriction, suspension or termination of the Service shall be without prejudice to Our interests and to any other right or remedy in terms of the Agreement or at law.

J. Force Majeure (Matters beyond Our Reasonable Control)

1. Sometimes We may be unable to fulfil Our obligations due to reasons beyond Our reasonable control, which include but are not limited to severe weather, acts of God, terrorist activities, government action or action taken by any other competent authority or industrial disputes. If these reasons persist beyond thirty (30) days, You will have the right to terminate the Service without incurring any early termination fees or penalty charges. Notwithstanding, You will remain bound to pay the charges as detailed in clause I.1.

2. Likewise, if You cannot fulfil Your obligations due to reasons beyond Your reasonable control for a period exceeding thirty (30) days, We will terminate the Service without having to pay You any compensation or provide You with any forward notice. You will remain liable to pay the charges as detailed in clause I.1.

K. Notices

1. We may need to contact You from time to time. In this case, We may do so at Your registered billing address, via e-mail or SMS, by telephone or through any other means that become available from time to time. In these cases, We will deem to have notified You after the lapse of such reasonable time as We consider the notification to have been delivered. In the event that We use means that do not enable instantaneous delivery, such as letters sent to Your registered address, We will allow three (3) working days prior to deeming the notification delivered.

2. Should You need to contact Us, You may do so at Our registered address, by email or telephone, or through any other means that We make available to You. If You are sending Us a written letter or official form, We will need it to be signed. In case We allow You to send such notifications through electronic means, We may require some means of authentication to be able to entertain Your request.

L. Limitation of Liability

1. We provide the Service on an ‘as is' and ‘as available' basis. To the extent applicable at law, We are not liable for any direct or indirect losses or damages that may result from the use of or inability to use the Service. You agree that this extends to any third parties making use of Your Service.

2. Unless otherwise stated in this Agreement, We will not be responsible for any liability for any consequential loss or damage, howsoever defined, including any loss of profit, business, revenue, goodwill, anticipated savings or otherwise, which may arise in connection with this Agreement and/or the Service and We will have no responsibility to pay You compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably expected.

3. If for any reason, due to an action or inaction on Your part, We are forced to defend ourselves from any claims made by third parties, You agree to help Us defend from such claims and to be liable to cover all expenses involved with Our defence from such challenges.

4. We are solely responsible for matters that are entirely within Our control. We may partner with third parties, as in the case of Roaming partners, to extend the level of Service We provide to You. We may also use third parties, such as Internet Service Providers (ISPs), to provide services to You over their network. You agree that You are making use of these services at Your own risk and that We are not responsible for the accuracy, quality or availability of the service provided by these third parties.

5. You may be able to access information using Our Services. You agree that We are not responsible for third party Content, third party services and any related fees and charges. We are also not responsible for the consequences of any action You take based on the information obtained from third parties over Our Service.

6. Unless otherwise dictated by law, Our liability to You in a one year period, where applicable, shall not exceed one year's worth of the monthly rental fees payable by You (if applicable) on the particular Service on which the liability was incurred.

7. Where applicable in this clause L, any limitations of liability and indemnity will extend to the GO Group, GO directors, officials, employees, sub-contractors and agents.

8. Nothing in this Agreement shall exclude or limit the liability of one of us (that is, We and You) to the other party in the case of death or personal injury that may arise because of one party's gross negligence, wilful misconduct or fraud.

9. You undertake and bind Yourself to indemnify and hold Us, Our directors, officials, employees, sub-contractors and agents harmless against any liability, loss or damage, whether direct or indirect, arising out of or in connection with the Service or any use thereof, including but not limited to any claim for loss or damage made by any person whomsoever.

10. Nothing in this Agreement shall limit either party's rights at law.

M. Other Important Terms

1. Headings in this Agreement are for convenience only and shall not affect its interpretation.

2. If any term of this Agreement is found to be unenforceable or contrary to law it will be modified to the least extent necessary to make it enforceable, and to retain the original intention of the parties as far as possible. The rest of the Agreement shall remain in force.

3. We may refuse to process Your Application if You fail Our credit worthiness checks or if someone at the same Premises has failed Our credit worthiness check or has outstanding bills with Us or for any other reasonable cause.

4. We may be unable to process Your Application if there are any health and safety issues that prevent and/or hinder Us from carrying out the installation for the provision of the Service.

5. If, for any reason, We do not accept or are otherwise unable to process Your Application, it will be deemed as though the Agreement never existed in the first place. Notwithstanding, You will still be liable to pay the charges as defined in clause I.1, as well as any termination fees that may apply. You will also be responsible to return any Equipment We provided to You for the provision of the Service and will be required to pay for its replacement if this is not returned in the same condition it was provided to You or at all.

6. Where the day on or by which something must be done is not a business day in the Territory, that activity must be done on or by the first following business day.

7. We may block calls to certain local or foreign numbers or block of numbers if We detect or suspect possible fraudulent activity or anomalous use.

8. We may block any Equipment We have provided to You that You were supposed to pay for and have not affected payment for within the stipulated time period. We may also block Your equipment if We have reasonable cause to believe that it is causing interference or damage to Our Network or Service.

9. We may stop or modify access to third party services at any time. Unless otherwise stated by Us or at law, this will not constitute a change to the terms of this Agreement.

10. We may impose, change or remove credit limits. Unless otherwise stated by Us or at law, this will not constitute a change to the terms of this Agreement.

11. This Agreement does not make us (that is, You and Us) partners, agents, employees or representatives of one other.

12. You may only use the Service for its intended and acceptable use. You agree that any Content, software or other copyrighted material We supply to You is for Your own use and that You must not copy, change, publish or supply it to any other person without Our expressly written consent. We reserve the right to refuse Our consent.

13. If either one of us (that is, You and Us) does not exercise a right stated in the Agreement at all or immediately, this does not preclude this party from enforcing this or any other right in the future.

14. We shall be authorised to act as an agent for and/or follow up matters related to other companies within Our Group. Likewise, We may be represented by other companies within Our Group.

15. Subject to applicable law, We shall be entitled to assign this Agreement to another party either in whole or in part.

16. This Agreement is personal to You and You undertake not to assign, dispose of, re-sell, sub-lease or in any other way transfer the Service and/or Equipment provided to You, or assign or otherwise dispose of any benefit or advantage, whether in whole or in part.

17. This Agreement has been drafted in the English language. If it is translated into any other language and ambiguities arise, the English text shall be used as the definitive guide.

18. This Agreement is governed and construed according to the Laws of the Republic of Malta. Any disputes are to be submitted to the jurisdiction of the Maltese courts.

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N. Data Protection

1. Go p.l.c., of Tarxien Road, Zejtun, ZTN 3000, Malta is the Controller of Data under the terms of the Data Protection Act and Regulation (EU) 2016/679 for the purposes enlisted below.

2. GO is committed to respect and preserve all Your rights as data subject at all times. We take privacy and data protection seriously and we will manage Your personal data transparently and in a fair and lawful manner. Should You have any queries, concerns, requests or complaints in relation to the manner in which We process Your personal data, You may contact Our Data Protection Officer by email on: dpo@go.com.mt or Tel: 25940000. You also have the right to lodge a complaint before the Office of Information and Data Protection Commissioner with regard to matters concerning Your personal data.

3. At GO, we make sure to only collect the personal data we need from You. This personal data may include Your name, address, phone numbers, date of birth, email address, credit or debit card information, information about Your bank account number, credit rating data, information about Your agreement with GO and Your product service subscriptions, Your product preferences, service usage traffic data, signaling traffic, geo-location, usage data and patterns, call data records, installation data, fault data, records of Your contact with GO and information relating to the use of our website including the date, time, length and approximate location while browsing. For further details, please refer to our Privacy Policy and to our Cookie Policy.

4. Your personal data shall be held and processed for the purposes of service-related administration including identification and credit check purposes, management of Your account and business, billing and fraud prevention or detection, debt collecting, research and statistical purposes, for compliance with applicable laws and regulations and to improve the service and products we provide You with through our website and customer care facilities. This includes but is not limited to: personal data being held and used for the purposes of legal compliance; compliance with the conditions contained within Your service agreement; processing of customer personal data for the purposes of our daily operations; processing of customer data for market research and service and product development; processing of customer data for network protection, and for the protection of the company's legal position in the event of legal proceedings as legitimate company interests. You shall have the right to object to any of the above-mentioned legitimate company interests as a basis for the processing of personal data. For further details, please refer to our Privacy Policy and to our Cookie Policy.

5. You acknowledge and agree that We will process and retain Your personal data, billing data and other related data in line with any applicable data processing and/or retention obligations. Your personal data collected and referenced above shall be retained for a period of five (5) years following termination of all GO p.l.c. services; such data may be retained for longer periods in the event of prospective or pending debt collecting, legal or law-enforcement proceedings and until such proceedings are formally and definitively concluded and until all pending debts and legalities are settled in full.

6. Your personal data may be provided to trusted third-party processors for the purposes of product and service provision including roaming services, installation, maintenance and repair of services, customer care and client communication services, verification of identity and personal details, credit reference, fraud prevention, business scoring, credit scoring, debt collection and recovery. Such processing shall be conducted in compliance with all legal requirements as well as Our strict Privacy and data protection codes and policies.

7. GO p.l.c. may transfer Your data to other company offices or other group companies for purposes connected to the management and administration of the Data Controller's business.

8. We may, if necessary, transfer Your data to other company offices or other group companies or to trusted third parties located outside the European Economic Area for administrative purposes, storage and/or compliance with legal or contractual obligations and for the purposes of product and service provision including roaming services. Such transfer shall only be effected to third countries or territories providing sufficient and appropriate safeguards to Your personal data in compliance with all legal requirements as well as Our strict privacy and data protection codes and policies.

9. We will ensure that all companies to which We disclose Your Personal Data will only process it in accordance with Our instructions and on Our behalf, and may only use such data to the extent to which We ourselves are entitled. All such companies and third parties will further be required by Us to meet the requirements of data protection legislation and GO p.l.c.'s strict privacy and retention policies to keep Your information secure at all times.

10. We may, if necessary or authorised by law, provide Your Personal Data to Law enforcement agencies, regulatory organisations, courts or other public authorities. We attempt to notify our Customers about legal demands for their Personal Data unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when We believe that the requests are disproportionate, vague or lack proper authority, but We do not promise to challenge every demand.

11. Your Personal Data shall not be processed for purposes other than those it was collected for; should further processing be required, You will be informed of that purpose and provided with all necessary information.

12. You have the right to request access to and rectification of Your Personal Data as held by GO, the right to restrict processing, the right to object to processing, the right to data portability as well as the right to be forgotten, in certain circumstances. Such requests will in no way affect the lawfulness of processing prior to the lodging of any of the above requests. Please refer to our Privacy Policy for more information on what these rights mean and how you may exercise them.

13. You have the right to request access to and a copy of Your personal data as processed by Us. Please refer to our Privacy Policy for more information on what this right means and how you may exercise it.

14. Subject to applicable law We may, for accurately carrying out and confirming Your instructions, for training purposes and/or in order to improve the quality of Our customer services, monitor and/or record communications, including calls, email communication and online chats, made to Us.

15. You have the option of receiving direct marketing from Us. You acknowledge that, once You have explicitly consented to do so at the time of Application, marketing material shall be sent to You by Us to inform You about products, services, packages, offers, competitions and/or any other commercial opportunity or event provided by Us or by Us in conjunction with selected third parties. This is done to improve any of the Services You have been provided with by Us. You understand that, if You have consented to receive direct marketing, this may be sent to You via mobile voice, mobile SMS, fixed phone, post, bills, email and other electronic means.

16. You have the right to opt out of any direct marketing at the time of Application. In such case, no marketing material shall be sent to You. If You consented to the use of Your personal data for direct marketing purposes and You no longer wish to receive such information You may inform Us in writing by filling in a Change in Consent Form which is available at Our outlets, Our agents and on Our website. This form may then be submitted to Us at such outlets or agents or by sending it to Us by mail at The Data Protection Officer, GO p.l.c, Tarxien Road, Zejtun ZTN 3000, Malta or by email on dpo@go.com.mt or by any other electronic means available.

17. Your personal data may be processed for market research and statistical purposes so as to improve the Services we offer You and Our customers.

18. Your personal data may be processed for the purposes of automated decision making; should such further processing be required, You will be informed of that purpose, and provided with all necessary information including the logic involved, as well as the significance and the envisaged consequences of such processing. For further details, please refer to our Privacy Policy.

19. You are responsible to provide Us with personal data that is correct and inform Us of any changes occurring in Your Data in writing in order that We may take all reasonable measures to keep Our records in Your regard correct and up to date.

20. In line with applicable law, We shall, where lawfully obliged, notify the competent authorities and/or You in cases of personal data breach and will keep a log of any such breaches. For further details, please refer to our Privacy Policy.

21. 20.21. To find out more about how We process Your information, you are encouraged to read Our Privacy Policy and Cookies.