



Vodafone Malta Limited

Wholesale Roaming Resale Access Reference Offer

Vodafone Malta Limited "Vodafone" is publishing this Wholesale Roaming **Resale Access Reference Offer** ('Reference Offer') for international roaming services in accordance with Article 3 of the Regulation (EU) No 531/2012, as amended by Regulation (EU) 2015/2120 and by Regulation (EU) 2017/920 ('Roaming Regulation') and with the BEREC Guidelines on the application of Article 3 of the Roaming Regulation - Wholesale Roaming Access dated 9th June 2017.

The sole purpose of this Reference Offer is the provision of Resale international roaming access to enable a **Resale Access Seeker** ('Access Seeker') to provide roaming services, at wholesale level, subject to the terms and conditions set out in the Wholesale Roaming Resale Access Agreement.

This Reference Offer is for **Regulated Roaming Services**, at wholesale level, comprising of Regulated Roaming Call, Regulated Roaming SMS Message and Regulated Data Roaming Service within the European Economic Area ('EEA'). It also provides for unregulated roaming services and access to all network elements and associated facilities, relevant services, software and information systems, necessary for the provision of Regulated Roaming Services by the Access Seeker to its end users (hereinafter referred to as the '**Services**').

The Regulated Roaming Services as provided to the Access Seeker are solely intended to enable Roaming Customers of the Access Seeker to use mobile communication services while temporarily travelling in Vodafone's licensed area. The wholesale roaming access as set forth under this Reference Offer is not intended to substitute domestic wholesale offerings for the provision of domestic services on Vodafone's network. Any use of wholesale roaming access for purposes other than provision of regulated roaming services to the Access Seeker's Roaming Customers while they are periodically travelling within the Union is not part of this Reference Offer.

The Access Seeker shall be bound:

- not to use or resell the Services for commercial SMS termination including but not limited to spam SMS;
- to ensure that end users use the Services in accordance with all applicable laws and regulations and not for any immoral, offensive or obscene use.

This Wholesale Roaming Resale Access Offer shall be governed by and construed in accordance with the referred Roaming Regulation and the Laws of Malta.

This Offer is valid until a revised version is published and will be updated in order to be compliant with a decision of a competent authority/law or with an update of the BEREC Guidelines.



Terms and conditions of the Reference Offer:

Scope	<p>In respect of and subject to their licenses or rights and other national binding regulations to establish and operate Public Mobile Networks or to offer services to the public, Vodafone agrees to offer Services and Access Seeker agrees to pay for Services, in accordance with:</p> <ul style="list-style-type: none">– Relevant Technical Specifications– All binding GSM Association Permanent Reference Documents, and Those non-binding GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Annexes. <p>Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents, as agreed between the Parties, shall be detailed in Agreement and/or Annexes to the Agreement.</p>
Definitions	<p>For the purpose of this Reference Offer the following terms shall have the meanings set forth in their respective definitions below, unless a different meaning is called for in the context of another provision in the Agreement:</p> <p>"Agreement" shall mean the Wholesale Roaming Access Agreement together with the Annexes attached thereto.</p> <p>"Date of the Agreement" shall mean the date as of which both Parties have signed the Agreement by their duly authorized representatives.</p> <p>'Wholesale Roaming Access' means the making available of facilities and/or services by a mobile network operator to another undertaking, under Regulation (EU) 531/2012 defined conditions, for the purpose of that other undertaking providing regulated roaming services to roaming customers;</p> <p>"GSM Association Permanent Reference Documents" means a document noted as such by the GSMA and listed as such by the GSMA on the list of Permanent Reference Documents.</p> <p>"International Roaming" or "IR" shall mean the temporary provision of Services by Vodafone in respect of which access is granted to Roaming Customers of Access Seeker resident in a geographical area outside the licensed area served through Vodafone's PMN.</p> <p>"Public Mobile Network" or "PMN" shall mean a network that complies with the definition of a GSM network as set out in the Articles of Association of the GSM Association (AA.16).</p> <p>"Roaming Customer" shall mean a person or entity resident in a geographical area outside the licensed area served through Vodafone's PMN with a valid legal relationship with Access Seeker using a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) for use by that person or entity of the Services while temporarily roaming on Vodafone's PMN in accordance with the terms and conditions of this Agreement.</p> <p>"Services" shall mean the Regulated Roaming Services as well as unregulated roaming services and access to all network elements and associated facilities, relevant services, software and information systems, necessary for the provision of Regulated Roaming Services.</p>



	<p>"TAP" shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.</p> <p>"Technical Specifications" shall mean the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP.</p>
Access Request	<p>The Access Seeker shall send Vodafone a written request in English language to the following address:</p> <p style="text-align: center;">Roaming Team Vodafone Malta Ltd SkyParks Business Centre Malta International Airport Luqa LQA 4000, Malta</p> <p>with a copy to the following electronic mail address: roamingteam.mt@vodafone.com</p> <p>The following documentation, duly signed by authorized personnel of the Access Seeker, shall be attached to the request:</p> <ul style="list-style-type: none">- Overview of the services requested from Vodafone;- Certificate of registration or corresponding documentation of the Access Seeker;- Written documentation that the Access Seeker is entitled to provide roaming services to end customers within any Member State of the European Union;- Written documentation of the European Union numbering resources assigned to its mobile service, according to E164, E212 and E214;- Annual report of the previous financial year;- Financial figures of the last quarter of the current year;- Initial estimate of traffic volume per roaming service covered in the request;- Information on signalling connectivity to establish interconnection;- Information on TAP file and NRTRDE provisioning including fraud prevention mechanisms and protocols that the Access Seeker has in place;- Contact information of the Access Seeker. <p>Vodafone will review the Access Seeker request in a timely fashion (within two (2) weeks, barring exceptional circumstances) and professional manner and will take one of the following decisions:</p> <p>a) <u>to accept the request, fully or partly.</u> In this case Vodafone will send, by electronic mail, to the contacts provided by the Access Seeker, the draft Agreement within one (1) month period from receiving the wholesale roaming access request. In case the request does not include all the required information, the one-month period will count from the date when Vodafone receives all necessary documentation/information.</p> <p>b) <u>to refuse the access request.</u> In this case Vodafone shall provide the reasons of the refusal to the Access Seeker, which may include:</p> <ul style="list-style-type: none">- The Access Seeker did not provide the required documentation according to above, and/or,- The required documentation was not signed by duly authorized personnel of the Access Seeker;



	<ul style="list-style-type: none">- Vodafone has to deploy an undue level of resources to implement the wholesale roaming access and it is reasonable to foresee that the implementation costs will not be recovered within a reasonable period of time. <p>If the Access Seeker does not eliminate deficiencies or inconsistencies in its request within ten (10) working days' after Vodafone's notification, it is considered that the Access Seeker gave up its request.</p>
Implementation of Network and Services	<p>Vodafone will start the preparation of the technical implementation after the Date of the Agreement, with the aim to start tests with the Access Seeker for Regulated Roaming Services and to be ready to provide this access within a maximum period of three (3) months after the Date of the Agreement, deducted of any delays attributable to the Access Seeker. Implementation shall be done in accordance with the procedures described or foreseen in the applicable Annexes of the Agreement. Interoperability, technical interfaces and protocols will be carried out in accordance with the Technical Specifications.</p> <p>The Services provided by Vodafone:</p> <ol style="list-style-type: none">1. shall only be made available to individual Roaming Customers having valid legal relationships with the Access Seeker;2. the availability of Services may depend on the availability of appropriate functionality;3. Roaming Customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other parties requesting the Services of Vodafone;4. Services are provided based on the precondition that Roaming Customers are expected to have a usage pattern that does not differ substantially from other EU roaming customers on Vodafone's network.
Services	<p>On the full implementation of the Agreement, Vodafone shall provide the following Services:</p> <p><u>1. Voice (MOC, MTC), SMS, Data and additional services</u> Basic Regulated Roaming Services which are available in the PMN network, that include standard GSM services (Voice MO/MT, SMS MO/MT, Data download/upload) and supplementary services, among the others: voice mail, call forward, CLIP, CLIR, conference calls etc.</p> <p>Additional services may include:</p> <ul style="list-style-type: none">- signalling- authentication- data/financial clearing- interconnect- GRX <p><u>2. Fraud prevention procedures</u></p> <p><u>3. Wholesale billing</u> Vodafone will give access to their wholesale functions to allow the Access Seeker to perform end-user billing by giving access to the information related to traffic usage.</p> <p><u>4. Provisioning/barring</u> Vodafone will give access to its wholesale functions to enable the Access Seeker to:</p> <ul style="list-style-type: none">- provide/deactivate roaming services for their subscribers;- be able to bar customers from the roaming due to fraud/bad debt behaviour.



	<p><u>5. Contract management</u> Vodafone will provide the Access Seeker with its own roaming agreement management with the visited operators</p> <p><u>6. Real time billing – CAMEL</u> Vodafone will provide the Access Seeker with its own roaming agreement management with the visited operators.</p> <p><u>7. Troubleshooting and wholesale customer service</u></p> <p><u>8. SLAs</u></p> <p><u>9. Notification services</u> Vodafone will enable the Access Seeker to distribute notification to their respective end-users to be able to facilitate:</p> <ul style="list-style-type: none">- Welcome SMS- Bill shock features- Etc.
Management of Modification to the Services	<p>Following notice of change served by either Party to implement new Services or change existing Services, both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services) and shall agree the necessary actions to be performed, including without limitation, in relation to:</p> <ol style="list-style-type: none">1. Network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party;2. Administrative activities;3. The targeted starting date for the changed services.
Bank Guarantee	<p>Vodafone is entitled to ask the Access Seeker, prior to the commercial launch, to provide a bank guarantee based on the traffic forecast for the coming twelve months. If traffic volumes change the roaming provider may request the bank guarantee to be changed accordingly.</p> <p>Refusal or failure by the Access Seeker to provide the bank guarantee as requested by Vodafone within thirty (30) days of the date of Vodafone's request for the same shall be deemed to be a breach of the Agreement.</p> <p>Vodafone may revise the value of the bank guarantee based on the actual level of exposure.</p>
Charging, Billing & Accounting	<p>When a Roaming Customer uses the Services made available by Vodafone, the Access Seeker shall be responsible for payment of charges for the said Services so used in accordance with the tariff of Vodafone.</p> <p>The Access Seeker shall not be liable for the payment of charges for chargeable Services provided by Vodafone without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that the Access Seeker actually recovers all charges due in relation to the Roaming Customer. In the case of re-authentication malfunction, procedures are to be further detail in the Agreement.</p> <p>Charges for Regulated Roaming Services are subject to the regulated rates, set out in Articles 7 (1), 9 (1) and 12 (1) Roaming Regulation subject (where appropriate) to the currency exchange rules in Article 1 Roaming Regulation:</p>



	Service	Tariff	Service Description
	Voice MO (Mobile Originated)	€0.032/ minute	Mobile Voice Call originated and terminated within the EU territory
	SMS (Short Message Service)	€0.01/ event	Short Message Service originated within the EU territory
	Data	€7.70/GB as from 15/06/2017 €6.00/GB as from 01/01/2018 €4.50/GB as from 01/01/2019 €3.50/GB as from 01/01/2020 €3.00/GB as from 01/01/2021 €2.50/GB as from 01/01/2022	Data traffic originated within the EU territory
	<p>Charges for unregulated services shall be fair and reasonable and in accordance with Article 3 of the Roaming Regulation and subject (where appropriate) to currency exchange rules in Article 1.</p> <p>Implementation of TAP & Billing and Accounting The Parties shall implement TAP/billing and accounting according to the GSM Association Permanent Reference Documents and any other pre-agreed provisions in the Agreement.</p>		
Service Level Agreement	Vodafone shall ensure that the end-users of the Access Seeker shall enjoy a service level in accordance with the Agreement which service level shall not be inferior to that of Vodafone's retail customers and shall be consistent with best industry practice.		
Fraud Prevention	The Parties shall implement fraud procedures as specified by the GSM Association within BARG Binding PRD BA.20.		
Duration of the Agreement	The Agreement comes into force on the Date of the Agreement and shall remain in force unless terminated by one of the Parties in writing subject to a period of notice of six (6) months (subject to the Termination Provisions)		
Confidentiality	<p>Vodafone and the Access Seeker agree to treat all information exchanged between them ("Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as specified below.</p> <p>Vodafone and the Access Seeker shall not use any Information other than in connection with the discussions between them and any transactions resulting there from, or for the provision of the services as contemplated herein. They are also entitled to disclose Information to third parties in the context of a possible bona fide acquisition or sale of its operations in support of reasonably related due diligence activities in respect thereof, or for the borrowing of funds or obtaining of insurance, in which case any third parties (including lenders or insurance companies) involved in such activities shall be obliged to enter into confidentiality agreements which have an equivalent content before receiving the Information. In addition to the foregoing, Vodafone and the Access Seeker shall also be entitled to share information with affiliated companies, directors, agents, professional advisers, contractors, employees or resellers on a need to know basis provided that such affiliated companies, agents, contractors, employees or resellers have entered into confidentiality agreements in a form substantially equivalent to and on terms and conditions no less stringent than the terms and conditions hereby set out.</p> <p>Notwithstanding the above stated, Information and the contents of the Agreement may be transmitted to governmental, judicial or regulatory authorities, as may be required</p>		



	<p>by any governmental, judicial or regulatory authority. For the purposes of the Reference Offer, Information and the contents shall not be considered to be confidential if such Information is:</p> <ol style="list-style-type: none">1. in or passed into the public domain other than by breach of its receiver; or2. known to a receiving party prior to the disclosure by a disclosing party; or3. disclosed to a receiving party without restriction by a third party having the full right to disclose; or4. independently developed by a receiving party to whom no disclosure of confidential Information relevant to such Information has been made. <p>Infringement of this confidentiality duty represents a breach of the present Reference Offer and, as such, either Vodafone or the Access Seeker, as the case may be, shall compensate the other of all harm suffered as a result of such breach.</p> <p>The confidentiality obligation shall bind Vodafone and the Access Seeker for a period of five (5) years, but shall not in any way limit or restrict a disclosing party's use of its own confidential Information.</p>
Intellectual Property Rights	<p>Nothing in the Agreement shall be deemed or construed as a transfer of title or ownership nor as the granting of any license, right to use and/or as giving rise to any encumbrance of any kind with regard to either Party's Intellectual Property Rights.</p>
Data Privacy	<p>Each Party's obligations to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by the regulations and laws of its own country applicable to IR and/or data protection.</p> <p>The Access Seeker shall inform its customers that during roaming, the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.</p> <p>The Parties confirm that they shall comply with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any other applicable data privacy regulations/laws.</p>
Testing	<p>The testing procedures shall be specified in Agreement taking into account the specifics of the requested services, the available hardware, software, etc. Following shall apply to testing procedures:</p> <ul style="list-style-type: none">– Testing would be carried out as per GSMA standards and PRDs.– Exchange of test SIMs– Test before the commercial start of roaming services– Certification of Testing– Commercial launch– Testing during the commercial roaming phase <p>Any additional tests are subject to further agreement between the Parties- all areas of testing will be described in a proper level of detail within the Agreement.</p>
Security	<p>Security functions of the individual Parties are specified below and within any other PRD documents.</p> <p>The Parties agree to implement Customer Identity Authentication for Roamers on their network. The purpose and mechanism for authentication are described in GSM 02.09 and in GSMA PRD SG.15.</p>