

## Vodafone Liberty Pay Monthly Plans - September 2010

1.Vodafone Liberty is Vodafone Malta Limited's ('We'/'Us'/'Our') data tariff for all broadband users and for its customers ('You') using internet related services locally and whilst roaming.

2.These terms and conditions shall apply to those of you subscribing to these tariff plans as from the 20th of September 2010. Upon subscribing, you shall be accepting to be bound by these terms and conditions and any previous terms and conditions applicable to you shall be superseded by these terms and conditions.

3.Our Liberty data tariff plans (the 'Tariff Plans') were launched as follows:-

3.1.Our Platinum Tariff Plan was launched on the 9th November 2007;

3.2.Our Liberty Silver and our Liberty Bronze Tariff Plans were launched on the 1st August 2008; and

4.These Tariff Plans are available on most tariff plans.

5.Upon opting to subscribe to either one of the Tariff Plans stipulated in Term 3 above, You may either:

5.1.subscribe to either one of these Tariff Plans and purchase a device which supports Mobile Broadband. Discounts apply according to the tariff and subscription plan; or

5.2.enable these Tariff Plans through your existing tariff plan by visiting one of our retail outlets or by contacting our Sales Team

6.Upon subscribing to these Tariff Plans, you shall benefit from 3G broadband with download speeds reaching 14.4Mbps, which may be used with your laptop or personal computer, both locally and abroad.

### 7.Monthly Fees

7.1.Liberty Platinum Tariff Plan: - upon payment of €23 per month you shall benefit from a 7GB data bundle, reaching speeds of up to 14.4mbps; or

7.2.Liberty Silver Tariff plan: - upon payment of €15 per month you shall benefit from a 2GB data bundle, reaching speeds of up to 14.4mbps; or

7.3.Liberty Bronze Tariff Plan: - upon payment of €6 per month you shall benefit a 100MB data bundle, reaching speeds of up to 7.2mbps.

8.You shall be charged at the rate of €0.01c per Megabyte on local usage on all the Liberty Tariff Plans upon exceeding your data bundle. The aforementioned rate shall be charged outside the bundle rate per session on a minimum of a 1MB basis for any up/downloading.

9.Up/downloading whilst roaming is not covered by the data bundles tied to these Tariff Plans and the normal roaming charges shall apply. More information including a list of countries, zones and charges in relation thereto as well as the particular network considered a Vodafone 'Preferred Network' in relation to these Tariff Plans is available on our website: [www.vodafone.com.mt/goingabroad](http://www.vodafone.com.mt/goingabroad). This information may be subject to change from time to time.

9.1.The service is subject to network coverage and we cannot guarantee access to or coverage over the network of any foreign operator. We shall also not be held responsible for any failure in access or coverage over the network of any foreign operator which in all cases is always beyond our reasonable control.

10.All charges deriving from these Tariffs are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.

11.If You do not use the data bundle attached to your chosen Liberty Tariff Plan within the current month, the remaining Megabytes at the end of the current month shall not be carried forward.

12.The invoices and itemised bills relating to this pay monthly service shall be received through our secure e-billing service.

13.An administrative charge of €3 shall apply upon:-

13.1.1.migration from postpaid to prepaid;

13.1.2. removal of any Add-On Pack;

13.1.3. request for printing of itemised bills from any one of our retail outlets.

13.1.4. downgrading to another pay monthly tariff plan having a lower access fee.

14. Should you opt to disconnect or change Tariff plan whilst benefiting from any discount on a 3G enabled device, during the stipulated duration of the agreement which You have duly signed with Us (the 'Agreement'), you shall be subject to a penalty which shall be the equivalent of the going retail price of the device.

15. You are advised to visit our website ([vodafone.com.mt](http://vodafone.com.mt)), call our Customer Care on 247, send us an email on [customerservice.malta@vodafone.com](mailto:customerservice.malta@vodafone.com) or visit our [retail outlets](#), to learn more about these Tariffs.

16. Due to contention ratios on the electronic communications network and other factors outside our control, the speed whilst using this service may vary from time to time. Hence we cannot guarantee maximum transmission speeds of our Internet Key at all times.

17. FAIR USAGE POLICY: All of Our services are subject to our [fair use policy](#).

17.1. We reserve the right to suspend, terminate or moderate your service in accordance with your Tariff plan, if in our reasonable opinion we deem your use on the Vodafone Liberty Platinum Unlimited plan as being excessive.

17.2. If in our reasonable opinion, your use on either the Vodafone Liberty Platinum, Silver and/or Bronze plan is in excess of the monthly free Megabytes of up/downloading and/or free units threshold/s, we shall duly inform you that Your limit has been exceeded. Furthermore we shall also charge you for the usage in excess of the free Megabytes of up/downloading and/or free units threshold/s at the rate stated as per Term 7 above in accordance with Your Tariff plan.

17.3. Furthermore, we reserve the right to suspend or terminate Your service if You abuse of the service and/or use it in a way for which it is not intended.

18. These Terms shall apply when You subscribe to the Mobile Exchange Service and select this Liberty add-on.

19. All other services shall be charged as per existing Tariff plan.

20. Our [Secure E-Billing terms and conditions](#), [general postpaid terms and conditions](#) and any of our other relevant terms and conditions shall apply.

21. We reserve the right to suspend indefinitely or for a definite period, amend/alter/delete or terminate these terms and conditions at any time (collectively the 'Modifications') and for any valid commercial, technical or operational reason, by giving You a 30 day prior written notice with the proposed amendments/alterations or stating the reason for the Modifications thereof. Should you disagree with the proposed Modifications during the 30-day time-period, you shall have the right to opt-out from your Tariff Plan without incurring any penalties by informing us of your decision to this effect. You may incur penalties should you decide to opt-out after the expiration of the 30 day time-period.