



Liberty Power (as of 1st January 2019)

- 1. The Liberty Power Pay Monthly Data Plans are offered by Vodafone Malta Limited ('we') to its new and existing customers ('you').
- 2. **Liberty Power Pay Monthly Data Plans (the 'Data Plans')**
 - 2.1 Subscribe to and benefit from one of these Data Plans by entering into an Agreement for **1 or 2** years as from the 4th November 2013. This version of the terms and conditions is applicable as from 1st January 2019. Upon subscribing, you shall be accepting to be bound by these terms and conditions.
 - 2.1.1 All charges deriving from these Data Plans are inclusive of VAT but are exclusive of any other taxes which may be applicable.
 - 2.1.2 Those of you subscribed to either one of the Vodafone RED plans, meaning: Vodafone RED Basic, RED, RED Premium, RED Start, RED Standard, RED Supreme, RED S, RED M, RED L, RED Tango, RED Business Bronze, RED Business Silver, RED Business Gold, RED Business Platinum, RED Business Essential, RED Business Advantage, RED Business Prime, tariff plans. ('RED Customers'), will benefit from this Data Plan at a discounted monthly access fee.
 - 2.1.3 Those of you who are not subscribed to one of our RED plans ('non-RED customers') may also subscribe to this Data Plan.

The Data Plans:	Liberty Power (for RED Customers)	Liberty Power (for non-RED Customers)
Monthly access Fee	€20	€25
Download Speed	4G	4G
Upload Speed	Up to 35Mbps	Up to 35Mbps
Local Data Bundle [Data limit allocation]	22GB	22GB
EU Roaming Data allocation	9.5GB	9.5GB
Signature	_____	_____
Date:	_____	_____

The EU Roaming Data Allocation represents Fair Use Limit calculated in line with the EU Regulations as further explained under clause 13.2. of General Terms and Conditions (Prepaid & Pay Monthly Plans). Given the changes in the rates in the aforementioned clause, the Fair Use Limit with this plan whilst roaming will change per year accordingly as indicated in the table above. Once your roaming data consumption exceeds the roaming Fair Use Limit any additional usage done whilst roaming within the EU up till your 22GB monthly data bundle is consumed will be charged an out of bundle rate of €5 for 1GB (this out of bundle rate is applicable up to 10 recurrences after which you will be charged €0.01 per 2MB).

- 3. **How to subscribe**
 - 3.1 Choose 1 of the following options:-

Option	Method	Agreement duration
1	Simply purchase a device which supports 4G mobile broadband when subscribing to a Liberty Power Tariff	1 year
2	Subscribe to Liberty Power Data Plan and get a free 4G enabled Mobile WiFi device or Vodafone Internet Key	2 year
3	Subscribe to Liberty Power Data Plan and effect a one-time payment of €100 for the 4G enabled Mobile Wi-Fi device	1 year

- 3.2 You will be provided with a separate SIM card, free of charge, which can be used in any device supporting Mobile Broadband.
- 4. **The Data Bundle**
 - 4.1 The Data Bundle provides you with 1 month of usage. Any remaining unused Megabytes shall not be carried forward to the following month. Should you exceed the Data Bundle in any given month, the rates in Term 5.1 below shall apply.
 - 4.2 If you are using the 4G enabled Vodafone Internet key you can:-
 - 4.2.1 monitor your data usage by checking our Mobile Connect dashboard. This is only a guide and may not always be accurate. If this happens you shall still be liable for all data excess charges.



- 4.2.2 you shall receive an Alert by email address of your choice upon reaching 80% of your data usage and another Alert upon reaching 100% of your data usage. This is only a guide and may not always be accurate. If this happens you shall still be liable for all data excess charges.
- 4.2.3 As of the 1st July 2016, if you are subscribed to our e-billing service, you will receive an e-mail notification when you reach 80% and 100% of your data usage. Once all your Data Bundle is consumed, you will also receive an e-mail notification with every 1GB consumed.

• **5. Additional Rates and Charges**

- 5.1 Rates outside Data Bundle

Local & EU Roaming Data Usage

€5 per GB

- 5.2 **Administrative Charges:**

The following administrative charges (inclusive of VAT) shall apply:

Service	Applicable Administrative Charge
Migration to prepaid	€3 (one-time charge)
Paper copy of your itemised bill	€3 per itemised bill
Downgrade to another pay monthly tariff plan with lower monthly access fee	€3 (one-time charge)
Suspension of Service – reconnection charge	€10 (per reconnection)
Paper bills – no e-billing service	€2 (per invoice)
No Direct Debit Mandate	€1.50 (per month)
Direct Debit Reversals	€5 (per reversal)
Late Payment Penalty (applicable for customers subscribing to any one of the Data Plans as from the 1st October 2016)	€2 penalty shall apply for every invoice that is not paid within the due date specified on the respective invoice

- These charges cover the work involved in processing each request/payment instructions as well as any stationery costs relative thereto.

5.3 Promo Offer: As from 25th March 2019, if you wish to upgrade the Wi-Fi device when subscribing to this Tariff Plan, you may do so upon signing a **two (2) year agreement** ('Agreement') and pay an additional monthly charge for the duration of the Agreement as per below. This offer is valid until stock lasts:

Device	Applicable Additional Monthly Charge:
Vodafone Smart Tab N8	€5
Samsung Galaxy Tab A 10.1 Inch 2018	€10

- **6. Payment**

Your monthly access fee will be calculated on a pro rata basis according to the effective date of your Agreement and shall be charged in arrears. Refer to our general terms and conditions for information about our different payment methods .

- **7. Disconnections, Migrations and Penalties**

- 7.1 A penalty or the waived cost of the subsidised device shall apply upon disconnection and termination (prior to the expiration of your Agreement) or upon migration to another Liberty plan with a lower monthly access fee.

Penalty structure for 1 year tie-ins	
Termination	€50 flat fee
Upgrades/Same Level	No penalty
Downgrade	€3 administrative fee

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Penalty structure for 2 yr tie-ins – Applicable for Option 2		
	Year 1	Year 2
Termination	100% of devices subsidy	50% of device subsidy
Downgrade	Access fee difference x6 months + €3 administrative fee	Access fee difference x3 months + €3 administrative fee
Upgrade/Same Level -	No penalty	No penalty

- 7.2 Applicable penalty for termination within the remaining 2 months of your contract amounts to your monthly access fee X 2. The applicable penalty for termination in the remaining 1 month amounts to 1 monthly access fee.
- **8. General Information on these Data Plans**
 - 8.1 The Vodafone 4G enabled Mobile WiFi device is network locked
 - 8.2 You will be charged €0.05c per SMS if you send any text messages using your device
 - 8.3 Apply for our secure e-billing service by providing us with your personal e-mail address upon subscription. You will start receiving a monthly SMS notification, informing you that your e-bill has been issued.
- **9. Data Speeds**
 - 9.1 Mobile data speeds are subject to the factors listed in Term 9.4 below, which include dependency on the network coverage as well as on your device. Currently our mobile data service is able to support up to 42 Mbit technology across the Maltese Islands and up to 85 Mbit technology **in selected areas**. For further information about coverage in your area or should you have any queries about mobile data speeds, visit our website vodafone.com.mt, call our Customer Care on 247, send us an email on 247.mt@vodafone.com or visit one of our retail outlets or authorised dealers..
 - 9.2 4G speeds are only available on the local network and are not supported whilst roaming.
 - 9.3 Due to contention ratios on the network, limitations inherent within the technology and other factors beyond our control which directly impinge on the quality of radio coverage the download/upload speed may vary from time to time.
The factors that affect mobile data speeds are:
 - i The technology supported on the network
 - ii your device
 - iii The radio signal quality, affected by interference from third party equipment and lack of coverage
 - iv Network load at the time of access to the service, affected by the amount of customers making use of the network (within a specific geographical location)
- **10. Renewals** You may renew your agreement, by visiting one of our retail outlets or by calling customer care on 247, free of charge, from your handset.
- **11. General terms of service**
 - 11.1 Our general terms and conditions, our secure e-billing terms and conditions, the 4G Service terms and conditions, the terms and conditions stipulated in your agreement and any of our other relevant terms and conditions shall also apply.
 - 11.2 You are advised to visit our website vodafone.com.mt, call our Customer Care on 247, send us an email on 247.mt@vodafone.com or visit one of our retail outlets or authorised dealers, to learn more about these Tariff Plans.
 - 11.3 Quality of Service : The benefits of these Data Plans are meant solely for individual use. If in our reasonable opinion we deem your use as being excessive, we may ask you to moderate your usage, as this may have repercussions on the quality of the network and service levels enjoyed by our other consumers. If after we have informed you to moderate your usage, you fail to do so, we reserve the right to charge you for the excessive element of your usage at your price plan's standard rate or to suspend or terminate your service in accordance with your airtime contract. 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.
 - 11.4 We can suspend, modify or terminate these terms and conditions at any time and for any valid reason. You shall be given a 30 day notice during which you may opt-out of this Data Plan without incurring any penalties.
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