

VFMS Temporary - Vodafone Fixed Internet Services (Valid from 1st September 2019)

1. The Vodafone VFMS Temporary - Vodafone Fixed Internet Services ('Tariff Plan' and/or 'Service') are offered by Vodafone Malta Limited ('we') to existing and new fixed services customers ('you') under these terms and conditions ('Specific Terms and Conditions').

This version of the Specific Terms and Conditions is applicable as from 1st September 2019.

Vodafone reserves the right to limit the number of plans offered to a single person/legal entity. These Specific terms and conditions form an integral part of your Agreement for the provision of the services included in this Tariff Plan. These Specific Terms and Conditions constitute a legally binding contract between and must be read in conjunction with (i) [General Fixed Services Terms and Conditions](#), (ii) [Vodafone Secure E-Billing Service Terms and Conditions](#), (iii) [4G Service terms](#), and any other terms and conditions that might be referred therein. In the event of a conflict between any of the terms, the applicable precedence shall be the order in which the terms are mentioned in this term 3 (highest level of precedence first).

2. This Tariff Plan is only available to customers subscribing to the Vodafone Fibre Internet or Vodafone Business Fibre Internet plans as a temporary internet connection until the Vodafone Fibre Internet is activated. For the avoidance for any doubt, any benefits provided by us for the Vodafone Fibre Internet activation period (i.e. discounted Monthly Access Fee, free Device etc.) will be lost and you will be charged standard monthly access fee and other charges stipulated in these Specific Terms and Conditions.

3. Tariff Plan:

3.1. All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes, which may be applicable.

3.2. Bundled Fixed Internet:

VFMS Temporary Home/Office Internet

| | |
|---|-------------------------|
| Monthly Access Fee | €45* |
| Fixed Internet Service | |
| Fixed Internet data cap | 350GB/month |
| Download Speed(estimated maximum) | Up to 30Mbps |
| Upload Speed(estimated maximum) | Up to 15Mbps |
| Internet Device Provided by Vodafone – Monthly Device Rental Fee | No Rental Fee |
| IP-Dynamic | 1 FREE |
| Installation Charge and On-site support Charge | Refer to term 6.2 below |
| Buy and Try Promotion as per term 4 below | Available |

Service Description

TSR download estimate 10-
30 Mbps

* A discount of €20/month for Vodafone Fixed Internet customers applies to this Tariff Plan as from the date of subscription until the Vodafone Fibre Internet or Vodafone Business Fibre plan is activated ::

For the avoidance of any doubt, upon the activation of the Vodafone Fibre Internet or Vodafone Business Fibre plan, the full Monthly Access Fee shall apply until the disconnection of the VFMS Temporary Service.

4. Offers with the Vodafone Home/Office Internet

4.1. Vodafone is offering you the **Buy and Try promotion**. This promotion gives you:

a) **Cooling Off Period:** These Tariff Plans come with a **14-day cooling off period** within which you can decide to stop the agreement, by returning the device/s to the Vodafone Destination Store (Birkirkara Bypass), without incurring any penalties. All devices must be returned in a good working condition, and with their original packaging, in default, a penalty of €200 shall apply in line with term 6.2 below.

5. Proper use of the Fixed Internet Device (the 'Device')

5.1. The Fixed Services provided for under this Tariff Plan should be used in good faith, and by respecting the limits as set out in this term 5.

5.2. You hereby acknowledge and accept that the Device provided for by Vodafone is used solely at the fixed address that you provide upon activation of the VFMS Fixed Services. Should you wish to change your fixed address, you are requested to contact us in accordance with term 11.2. The use of the Device at any other address than the one communicated to us is strictly prohibited. Should you breach this term 5.2, Vodafone reserves the right to terminate and/or suspend your Fixed Services

5.3. The Fixed Internet Service carries with it a data cap of 350GB per month (the 'Data Limit'). Once you reach this Data Limit, Vodafone reserves the right to suspend and/or stop your service for the remainder of the then current month. Any unutilised data from the 350GB data cap at the end of the month shall not be carried forward to the following months.

5.4 You must return the Device to any Vodafone store immediately after the activation of your fixed broadband connection, in default, a penalty of €200 shall apply in line with term 6.2 below.

6. Administrative charges and other rates

6.1. The following administrative charges shall apply:

| Service | Applicable Administrative Charge incl. VAT |
|--|---|
| Direct Debit Reversals | €5 |
| No Direct Debit Mandate | €1.50 per month |
| Suspension of Service - reconnection charge | €10 |
| Paper bills | €2 per invoice |
| Change in Customer Details | FREE |

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

6.2. **Other Rates** that may apply:

| Service/ Product | Applicable Rate incl. VAT |
|--|---|
| Static IP address | €2 per month for each Static IP |
| CPE Fixed Internet Device | €200/ device |
| Device Rental Charge for Internet and Telephone Service (after Vodafone Fibre Internet activation period) | €5/ month |
| Support charges (Technician Home/ Office visit) during business hours | €25 for the first hour and €15 for subsequent hours |
| Support charges (Technician Home/ Office visit) during non- business hours (incl. Sundays and Public holidays) | €30 for the first hour and €17 for subsequent hours |
| Abandoned Installations | €20 |
| Optional External Antenna Installation | €125 one-time charge |
| Late Payment Penalty | €2 penalty shall apply for every invoice that is not paid within the due date stated on the invoice |

7. Disconnection and Penalties

7.1. Upon disconnection of service, the Device alongside with its original packaging box should be returned to any of Vodafone's retail outlets in good working condition. In default, or should this equipment be returned damaged or faulty resulting from, but not limited to, misuse, mishandling, wilful damage by liquids, connection to unsuitable supply power, surges, lightening, tampering or service by unauthorised personnel, the customer will be liable to pay Vodafone the sum of €200.

7.2. Vodafone reserves the right to terminate the Service if there is a breach of these Terms and Conditions, including the use of VFMS Temporary after the Vodafone Fibre Internet activation. Provided that in such circumstances, you shall still be liable to pay any applicable penalty.

8. Payment and Billing

8.1. The 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 together with an out of bundle usage at the rates provided in term 3.2 above.

8.2. Payment for this Tariff Plan will be via Direct Debit Mandate.

8.3. Vodafone reserves the right to impose interest at the maximum rate permissible at law with respect to any overdue amount owed to Vodafone for the fixed services provided.

8.4 E-Billing: You are requested to apply for our secure e-billing service by providing us with your personal e-mail address upon subscription and you will start receiving a monthly SMS notification on your mobile number, informing you that your e-bill has been issued. You shall be charged a monthly administrative fee of €2 per invoice if you fail to provide us with your personal email address.

9. Renewals

You may renew your agreement either by calling customer care on 247 or by visiting one of our retail outlets. The list of our retail outlets may be found on this link www.vodafone.com.mt/vodafonestores

10. General Terms and Conditions

10.1. Upon subscribing to this Tariff Plan, you are automatically accepting to adhere to these terms and conditions, and the General Fixed Services terms and conditions.

10.2. You are advised to call 247, send us an email on 247.mt@vodafone.com or visit one of our retail outlets, to learn more about this Tariff Plan. The list of our retail outlets may be found on this link: <https://www.vodafone.com.mt/vodafonestores>.

10.3. 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'), by giving you a 30 calendar days' 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 by informing us of your decision to this effect without incurring any penalties for early termination of your Tariff Plan, provided that if benefiting from a device subsidy a penalty for a device (term 7) applies. Your continued use of the service after the expiration of the 30-day time-period signifies your acceptance of any amendment and you may incur penalties should you decide to opt-out of your Tariff Plan.

10.4. From time to time we may modify the standard settings and/or features of your Tariff Plan to offer an additional value. Such changes might include increasing your allowances or improving your connectivity speeds. In case that such changes are approved and considered to be inherently beneficial by the Malta Communication Authority in accordance with applicable laws, we will inform you about the changes by giving you a 1-day prior written notice and term 11.3 will not apply.

10.5 The benefits of this Tariff Plan are meant for individual residential use. 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.

10.6 Bandwidth management: In order to guarantee our network integrity, and your access to all points of the Internet even during peak hours when the traffic is particularly high, Vodafone, whilst respecting the principle of equal treatment of traffic, reserves the right to introduce temporary and non-discriminatory traffic management measures.