

Vodafone Genius Expert

1. The Vodafone Genius Expert ('Genius Expert') is a Hybrid Plan offered by Vodafone Malta Limited ('we') to its new and existing customers ('you') under these terms and conditions ('Specific Terms and Conditions').
2. You may subscribe to the **Genius Expert** as from the 4th December 2019. This version of the Specific Terms and Conditions is applicable as from 4th December 2019.
3. These Specific Terms and Conditions constitute a legally binding contract between you and us and must be read in conjunction with: (i) Quality of Service term, (ii) Vodafone General Terms and Conditions, and any other term and condition 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).
4. These Specific Terms and Conditions must be read in conjunction with Vodafone Privacy Policy, Vodafone Traffic Management Policy and Acceptance Usage Policy.
5. Vodafone reserves the right to limit the number of Genius Expert plans offered to a single person/legal entity.
6. All rates and charges quoted below are inclusive of VAT and excise tax or any other taxes which may be applicable, unless provided otherwise.
7. **Genius Expert**

7.1. You can benefit from the Genius Expert upon successfully signing an agreement for a minimum term of three (3) months ('Agreement'). Following the expiry of your Agreement, unless you otherwise notify us in writing, you shall remain subscribed to the Genius Expert and benefit from a recurring bundle (see Table 1 below).

7.2. Once you sign-up to Genius Expert, you will automatically switch to the Vodafone Hybrid Plan ('Hybrid Plan'). Once on the Hybrid Plan and upon signing the agreement, Genius Expert will be assigned and will recur every 28 days as explained in Table 1 below. Once Genius Expert is assigned, your download and upload speeds will automatically decrease to 2Mbps giving you the experience explained in the speed guide, and the out of Genius Expert rates set out in Table 2 below shall apply.

7.3. In order to avail of the **Genius Expert**, you agree that the monthly fee shall be paid by Direct Debit. This means that the monthly fee mentioned below will be deducted from your bank/credit card every 28 days and you hereby authorise Vodafone to do so. Upon a successful payment, the benefits mentioned below will be assigned. We reserve the right to apply a charge of five euro (€5) for each occasion a Direct Debit payment fails provided the failure is not caused by us. It is your responsibility to update us with any changes to your bank/credit card account details as may be necessary to avoid that the

payments fail. You cannot purchase the Genius Expert by topping up your account or by using the Credit Left in your account

7.4. Once you are signed up to the Genius Expert and upon successful payment of **€20 each month** as per term 7.3 above, you will benefit from the below recurring Genius Expert Benefits ('Bundle'):

Table 1: The benefits

Benefits	Genius Expert
Data (to be used in Malta and whilst in EU)	10GB
Calls to all local Vodafone mobile Numbers (to be used in Malta Only)	Unlimited
Calls to all any mobile & fixed Number (to be used in Malta and whilst in EU)	100
SMS to any mobile Number (to be used in Malta and whilst in EU)	Unlimited
Price of Bundle (Bank card as the method of payment)	€20
Validity Period	28 days
Recurrence	Every 28 days

7.5. The benefits provided with the Genius Expert are valid for the duration of the Validity Period set out in Table 1 above. In the event that you top-up, Genius Expert will not be triggered and the credit will be allocated in your account. The bundle and benefits are only triggered once the bundle recurs.

7.6. If you do not use up the allocated Bundle within any given month, the remaining minutes/SMSs/data should be carried forward to the following month.

8. Rates outside Genius Expert and Information on Charges

8.1. All rates and charges quoted below are inclusive of VAT and excise tax.

8.2. For the avoidance of any doubt the rates in Table 2 below should apply only if:

8.2.1. During the 28 days validity Genius Expert is depleted and before the repurchase happens.

As mentioned in term 11 below Genius Expert fails to be repurchased and you are automatically placed on the Hybrid Plan. For the avoidance of any doubt this refers to the grace period before your service is barred, as explained below in term 11.

Table 2: Out of Bundle Rates

<p>Out of Bundle Rates (Local and EU)</p>	<p>1. Calls: 25c per minute</p> <p>2. SMS: 5c per SMS.</p> <p>The above rates apply for any usage done towards any other local number (mobile and fixed), EU to other EU number (mobile and fixed) and also from EU towards Maltese numbers (mobile and fixed). For calls done from Malta towards EU (mobile and fixed lines) the rate of 22c per minute applies whilst for SMS sent from Malta towards EU the rate of 7c per SMS applies.</p> <p>3. Data: 99c per 200MB valid for one (1) calendar day will be applicable. Any remaining unused MBs shall not be carried forward upon the expiration day time-window, for the avoidance of doubt it is valid from 00:00 to 23:59 of the same day when the charge is triggered. This Out of Bundle rate will commence once all the data allowance within the Plan is consumed and will continue to recur until a totality of 6.25GB. Any data above this limit will be charged at the rate of 2c/MB, unless you purchase an Add-On Bundle listed in Table 3 below.</p>
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8.3. You can monitor your usage by sending a blank SMS to 16290 from your mobile phone free of charge. You are hereby being advised that this only serves as guidance as it may not always be accurate. Therefore, should you exceed the data allowance provided with your Genius Expert; you will still be liable for all charges for out of bundle usage.

8.4. **Roaming:** You can benefit from Genius Expert whilst roaming in the EU as described in in Table 1 above or from the Genius Expert' Out of Bundle rates set out in Table 2. The EU roaming benefits provided with Genius Expert are subject to the Fair Use Policy in line with the EU Regulations further explained under Term 13.2 of General Terms and Conditions. Refer to Rates by Country for more information on charges when roaming outside of the EU.

8.5. International Calls are not consumed from Genius Expert . Please visit <https://www.vodafone.com.mt/internationalrates-prepaid> for more information about International Call charges.

8.6. Send an email on 247.mt@vodafone.com, Chat with us or visit our Website on www.vodafone.com.mt/non-eu-topup to view our Rest of World Vodafone Traveller rates.

9. How to sign up to the Genius Expert:

Sign up | Visit one of our retail [stores](#) with your ID Card and/or Passport

9.1. Upon signing up the Agreement as explained in term 7, we shall:

9.1.1. Switch you to the Hybrid Plan and we should send you a verification SMS confirming that your sign up to Hybrid Plan was successful.

- 9.1.2. Upon receiving this verification SMS you shall provide us with you Bank Details, so that we link them with your account, as explained in term 7 above.
 - 9.1.3. Following confirmation of the bank details, Genius Expert and the respective benefits stated in Table 1 above will be automatically purchased via Direct Debit Mandate (DDM) and assigned.
 - 9.1.4. Genius Expert will recur according to Validity Period explained in table 1 above,
- 9.2. In the event that you use your mobile handset before receiving the SMS notification confirming your successful sign-up to Genius Expert, you shall automatically be charged according to the plan you would be subscribed to prior to initiating the signing up.
- 9.3. Upon signing up to Hybrid Plan, you will automatically lose any unused benefits that you were benefitting from your previous plan.

10. Additional Add-On Bundles ('Add-Ons') available with Genius Expert:

- 10.1. All charges deriving from these Add-On bundles are inclusive of VAT but exclude any other additional tax.
- 10.2. You can purchase such bundles by using the credit in your account, by topping up and use this credit to purchase bundles, or using a bankcard on your My Vodafone section on our website. The Add-Ons in term 10.4 below can be purchased by one of the below methods:
 - 10.2.1. By sending a FREE SMS to 16200 with the text indicated in the respective column as per term 11.4 below OR
 - 10.2.2. From the [My Vodafone App](#) OR
 - 10.2.3. From the [My Vodafone section](#) on our website OR
 - 10.2.4. By visiting one of our retail stores
- 10.3. Add-Ons are not limited to one purchase and Add-On bundles can be purchased as many times as required. * You cannot purchase multiple Add-Ons at the same time.
- 10.4. The below Add-Ons are available with the Genius Expert only, any add-ons not mentioned below are not available with the Genius Expert:

<u>Add-On Bundles</u>	<u>Validity Period</u>	<u>Price</u>	<u>To Buy send an SMS with the text mentioned below to 16200</u>	<u>Experience</u>
1GB Daily	24 hours	€0.99c	'1GBDaily'	Full (4.5G)

1 Hour Unlimited Data*	60mins	€0.49c	Exclusive from My Vodafone App.	Full (4.5G)
5GB Bundle (Full Speed)	24 hours	€1.49c	'5GBFull'	Full (4.5G)
1GB for a Week (Full Speed)	7 days	€3.99c	1GBFull'	Full (4.5G)
1GB for a Week (Basic Speed)	7 days	€1.79c	'1GBBasic'	Basic (2Mbps)

*1 Hour Unlimited Data can only be purchased once during a calendar day.

10.5. The benefits within the Add-Ons are used up prior to the expiration of the respective Add-On Validity Period, you may opt to purchase another Add-On through the methods described in term 11.2. For the avoidance of any doubt, the speed of the Add-On will remain for the duration of the whole Add-On Validity Period, irrespective of when the Add-On benefit is consumed.

10.6. Any remaining benefits from your Add-On will not be carried forward upon the expiration of the respective Add-On Validity Period.

10.7. Add-On data allowance is consumed prior to the data allowance provided with your Genius Expert Bundle (if any).

11. Disconnections, Migrations and Other Fees

11.1. Upon migrating to another tariff plan (prepaid or pay monthly) or upon disconnecting from Genius Expert whilst still in Agreement term, you shall be liable to pay a penalty fee ('Penalty Fee'):

Termination/ Downgrades	Monthly Access Fee x remaining months of the Agreement term
Upgrades	No Penalty

11.2. Subject to the Penalty Fee, your Agreement can be terminated as:

11.2.1. **A voluntary termination**:- applies where you opt to terminate your Agreement before its expiry date. If you wish to migrate onto another prepaid plan or onto a pay monthly plan, this Agreement must first be terminated and you must pay the penalty and any other

charges which may be applicable. You may terminate your Agreement by visiting one of our outlets.

11.2.2. **A financial termination:-** termination of your Agreement by way of breach of the payment terms due to failure to comply with the payment of your Monthly Charge. For the avoidance of any doubt term this also applies if:

- a. The bundle/fee was not purchased/deducted because your bank card expired.
- b. The bundle/fee was not purchased/deducted because you do not have sufficient credit in your bank card.
- c. The bundle/fee was not purchased/deducted because of any other problem in your bank card, alongside with the ones mentioned above.

11.3.

11.4. The Fee shall be automatically deducted from your mobile credit. If you do not have enough credit in your mobile to cover the Fee, we will keep trying for 28 days ('grace period'), where we will be notifying you every 7 days that your repurchase was not successful. The line will automatically be barred as explained in term 11.5 below, once the grace period is over. Once a top up is made during this grace period, an automatic payment to the outstanding amount is made. Line will be unbarred once balance has been paid in full. Outstanding balance can also be paid by visiting one of our outlets.

11.5. Failure to repurchase during the first 3 months: Once the bundle is not repurchased due to one of the reasons mentioned above you will put on the Hybrid Plan and the rates mentioned in term 8 shall apply. Should you fail to settle your payment during the grace period and the payment is reversed, due to insufficient funds, your line should be barred according to term 3.2 of the [General Terms and Conditions](#). The services barred include Voice (incoming & outgoing) and SMS (incoming & outgoing). To unbar the service, you need to visit one of our stores.

11.6. Failure to repurchase after the first 3 months: Once the bundle is not repurchased due to one of the reasons mentioned above you will put on the Hybrid Plan and the rates mentioned in term 8 shall apply. Should you fail to settle your payment once your grace period is over and the payment is reversed, due to insufficient funds, you will be automatically removed from the Hybrid Plan and you would need to sign a new agreement to benefit again from the benefits mentioned in term 7.4.

11.7. You may terminate your Agreement within 15 days from the date of signature, without incurring any fees.

12. Upgrades and Renewals

12.1. You may renew your agreement by visiting one of our [retail outlets](#). The list of our retail outlets may be found on this link: <https://www.vodafone.com.mt/vodafonestores>

13. General Information on this Plan

- 13.1. When you subscribe to this Plan, you are automatically accepting to adhere to these Specific Terms and Conditions.
- 13.2. 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, as may be applicable. Your continued use of the service after the expiration of the 30-day time-period signifies your acceptance of any amendment.
- 13.3. From time to time we may modify the standard settings and/or features of your Plan to offer an additional value. Such changes might include increasing your data, voice or text 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 notice and term 13.2 above will not apply.
- 13.4. If you are using a Blackberry® Easyphone, you need to subscribe to a Blackberry® license fee of €2, inclusive of VAT payable every 30 days. This license fee will allow you to access internet from your Blackberry device. To purchase the Blackberry® license fee, you must send a free SMS to 16200 with the word 'BB'. Upon purchasing the license fee, you shall automatically be charged €2 every 30 days, which amount will be deducted from your mobile credit. Should you wish to stop purchasing the Blackberry® license fee, you must send a free SMS to 16200 with the word 'STOPBB'.
- 13.5. You are advised to visit our website, send us an email on 247.mt@vodafone.com or visit one of our retail outlets, to purchase or learn more about this Plan. Further support on prepaid plans is available at Vodafone.com.mt/support. Mobile data speeds may vary from time to time due to contention ratios on the network and other factors outside our control, which include dependency on the network coverage as well as on your device. Currently our mobile data service on this Tariff Plan is able to support download and upload speeds up to 2MBps. For further information about the mobile data speed of this Tariff Plan, kindly see our speed guide.

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