

## Liberty Pay Monthly Data Plans

Subscribe to and benefit from one of these Data Plans by entering into an Agreement for **1 or 2 years** as from the 28<sup>th</sup> July 2014. Upon subscribing, you shall be accepting to be bound by these terms and conditions.

### 1. The Data Plans:

All charges deriving from these Data Plans are inclusive of VAT but are exclusive of any other taxes which may be applicable.

#### Liberty Pay Monthly Tariff Plans

The Data Plans:	Liberty Plus Pack Plan	Liberty Max Pack Plan	Liberty 4G (Previously Liberty Max)
Monthly access Fees	<b>€10</b>	<b>€15</b>	<b>€25</b>
Download Speed	42Mbps	42Mbps	4G
Upload Speed	5Mbps	5Mbps	Up to 35Mbps
Data Bundle [Data limit allocation]	5GB	12GB	15GB
Signature			As from 10th October 2014, new customers on Liberty 4G should sign the separate <a href="#">Liberty 4G</a> Terms and Conditions .

### 2. How to subscribe

- o 2.1.Choose 1 of the following options:-

Option	Method	Agreement duration
1	Simply purchase a device which supports mobile broadband and subscribe to one of these Data Plans; or	<b>1 year</b>
2	Subscribe to Liberty Plus Pack, Liberty Max Pack Plan, or Liberty Max Plan and get a free Mobile WiFi device reaching speeds of up to 42Mbps	<b>2 years</b>

- o 2.2 You will be provided with a separate SIM card, free of charge, which can be used in any device supporting Mobile Broadband.

### 3. The Data Bundle

3.1 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 4.1 below shall apply.

3.2 If you are using the Vodafone Internet key:-

- (i) you can monitor your data usage by checking our Mobile Connect dashboard. This is only meant for guidance purposes and may not always be accurate. If this happens you shall still be liable for all data excess charges; and
- (ii) you shall receive an Alert on the device itself upon reaching 80% of your data usage and another Alert upon reaching 100% of your data usage.

#### 4. Additional Rates and Charges

##### 4.1 Rates outside Data Bundle

Local Data Usage	<b>€0.01c</b> per Megabyte with a minimum charge of <b>€0.01c</b> upon connection
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##### 4.2 Roaming

The Data Bundles do not apply for usage whilst roaming. Visit: [vodafone.com.mt/goingabroad](http://vodafone.com.mt/goingabroad) for further info.

##### 4.3. Administrative Charges:

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

Service	Applicable Administrative Charge incl. VAT
Migration from this Tariff Plan to prepaid	<b>€3</b>
Paper copy of your itemised bill	<b>€3</b>
Downgrade to another pay monthly tariff plan with lower monthly access fee	<b>€3</b>
No Direct Debit Mandate	<b>€3 per month</b>
Direct Debit Reversals	<b>€5</b>
Suspension of Service – reconnection charge	<b>€10</b>
Paper bills – no e-billing service	<b>€2 per invoice</b>

#### 5. 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

## 6. Premature Disconnection

A **one-time penalty** will apply if you disconnect from your Data Plan prematurely (terminate the Agreement prior to the expiry of your contract):

Duration of Agreement	Applicable one-time Penalty						
<b>1 year</b>	<b>€50</b>						
<b>2 years</b>	Depends on whether you are terminating in your 1st or 2nd year of your agreement and on the Liberty Plan you are subscribed to:-						
	<table border="1"><thead><tr><th>Termination Penalty</th><th>Year 1</th><th>Year 2</th></tr></thead><tbody><tr><td>Liberty Plus Pack , Liberty Max Pack and Liberty Max Plan</td><td><b>100% of device subsidy</b></td><td><b>50% of device subsidy</b></td></tr></tbody></table>	Termination Penalty	Year 1	Year 2	Liberty Plus Pack , Liberty Max Pack and Liberty Max Plan	<b>100% of device subsidy</b>	<b>50% of device subsidy</b>
	Termination Penalty	Year 1	Year 2				
Liberty Plus Pack , Liberty Max Pack and Liberty Max Plan	<b>100% of device subsidy</b>	<b>50% of device subsidy</b>					

## 7. General Information on these Data Plans

7.1. The Vodafone Mobile WiFi device is network locked

7.2. You will be charged **€0.05c per SMS** if you send any text messages using your device

7.3. 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

## 8. General Terms and Conditions

8.1 Mobile data speeds depend on the technology supported by both the network as well as your device. Currently our mobile data service is able to support speeds of up to 43 Mbps over our 3G network across the Maltese Islands and higher speed over our 4G network in selected areas. Refer to our [network coverage map](#) for further info.

8.2 Due to contention ratios on the network and other factors outside our control, the download/upload speed may vary from time to time. Hence we cannot guarantee maximum transmission speeds of our Internet at all times. The factors that affect mobile data speeds are:

- The technology supported on the network
- The end user device
- The radio signal quality, affected by interference from third party equipment and lack of coverage

- 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)

8.3 Our general terms and conditions, our secure e-billing terms and conditions, the terms and conditions stipulated in your agreement and any of our other relevant terms and conditions shall also apply.

8.4 Visit our website [vodafone.com.mt](http://vodafone.com.mt), call our Customer Care on 247, send us an email on [247.mt@vodafone.com](mailto:247.mt@vodafone.com) or visit one of our retail outlets or authorised dealers, to learn more about these Data Plans.

8.5 **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.

8.6 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 from your Data Plan without incurring any penalties.

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