

## Please read this Agreement carefully.

The supply of Services under this agreement is provided by SKY Telecom Ltd., Suite 1 SKY House, Naxxar Rd., San Gwann (in this agreement referred to as "our", "we", "us" or "SKY"). By applying for SKY Telecom Services you have indicated your acceptance of all the terms and conditions referred to in this Agreement.

## Definitions

"Agreement" means this agreement for the provision of services by us to you as indicated on the Schedule.

"Bundled products" means any of the SKY services together with SKY Broadband and/or free minutes of telephone communication.

"Charges" means the charges payable by you to us pursuant to this agreement including but not limited to, installation, access, and usage, Default Fees, interest and consulting fees.

"Data Services" means the ability to download and upload data to and from the world wide web;

"Default Fees" means all charges, costs and expenses we may incur in relation to a breach by you of your obligations to us.

"Schedule" means the duly completed SKY Telecom Application Form.

"Service" means the supply of Telephony Services and/or Data Services as described in this Agreement.

"Application Date" means the date your application is received by SKY either by hand, online signup, fax or standard mail.

"Telephony Service" means the ability to make and receive calls to international and local fixed lines and mobile lines;

"Traffic Data" means the calling telephone number, called telephone number, date, time, duration and the relevant call Charges.

Headings are provided as a convenience only and do not form part of this agreement.

## Initial Time for Connection

Unless prevented by circumstances outside our control, SKY will provide you with your connection and activation of Service within not more than fifteen (15) days from the Application Date.

In the event that we fail to do so within the stipulated time, you may by notice in writing to us terminate this agreement without incurring any penalty. Any deposit or advance paid by you will be refunded to you within not more than thirty (30) days from your request in writing for the refund.

## Terms of this agreement

This Agreement commences on the Application Date and will continue until Services are terminated by either party after giving at least 15 (fifteen) days written notice to the other party.

## If you terminate this Agreement you will remain liable for all Charges and all other amounts that you are required to pay under this Agreement.

Maximum call duration in any free bundles/packages is limited to 1hour. For such calls that are longer than 1hour, SKY may charge its customers 2.8c/per min after the first hour. SKY's fair usage policy applies.

Calls to non-geographic numbers such as premium numbers, shortcodes, internet dial up services are not included in Free minutes/calls in any product/bundle. Please check [www.sky.com.mt](http://www.sky.com.mt) web site for SKY's fair usage policy.

**The minimum period for the service is 6 months from the Application Date unless it is specified otherwise. In any case, you may not terminate the Agreement prior to the lapse of 2 months from Application Date. If you cancel any of the lines subscribed with SKY before the lapse of the term of this Agreement, you will be charged an administrative fee of €109.48 per line.** Administrative fees are not applicable for SKY Business Select customers. For the SKY line prepaid package the minimum spend is €90. SKY may bill you the difference at the end of the year.

## Guarantee

SKY guarantees that the administrative fee mentioned above will be waived in the scenario where you can prove that the service/bundle offered by SKY is no longer price competitive in comparison with the same service offered by GO.

**SKY Business No Limits:** package requires a minimum spend of €34.94 worth of local mobile or International calls per month. In those cases where this qualification has not been met, SKY may charge you an additional fee to meet the abovementioned €34.94 minimum requirement.

**SKY Broadband Bundles:** require a one time activation fee of €116.47. If you have opted for any SKY Broadband bundled products, the duration of this contract is a minimum of 24 (twenty four) months. The activation fee of €116.47 is waived for this period of commitment only. Any changeover fees from other ISPs will be charged separately. **Should you wish to terminate the Agreement prior the lapse of 24 months, you will be charged the activation fee of €116.47 plus the sum of € 69.88 for each month that you have enjoyed the free internet service.**

**SKY Business 1 Year Free Line rental:** The duration of this contract is a minimum of 24 (twenty four) months. **Should you wish to terminate the Agreement prior the lapse of 24 months, you will be charged the administration fee of €109.48 per line plus SKY Talk Line rental fee for each month that you have enjoyed the free line rental service for each telephone line.**

## Notices

Notices under this Agreement may be sent by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given:

- For ordinary mail, three days after dispatch by ordinary post.
- For facsimile or electronic mail, upon acknowledgement of receipt of transmission by our facsimile equipment or our server respectively.

## Our Obligations to you

In accordance with the terms and conditions of this Agreement, we will use our best endeavours to provide Service(s) to you and to provide the necessary information to access that Service.

## Privacy Policy

We will process the Traffic Data relating to you to provide the Service(s) to you and to collect payment from you as provided in this Agreement. We will retain this Traffic Data during the period within which our bill to you and any related third party bill can be challenged or payment pursued. We will use the data we have or which we may obtain about you and your use of the Service, including Traffic Data, to assist us to further develop, improve and market our Services.

We will also process personal data which we have or may in the future have about you, and your use of the Service(s), for purposes of direct marketing, that is to inform you, by mail, telephone, automatic calling machines, facsimile, e-mail, SMS or other means, about products and services provided by us or by selected third parties, which may be of interest to you.

If you do not wish us to process your personal data for purposes concerning marketing of our services or direct marketing in general kindly indicate your wish in the Schedule. If at any time in the future, you would like to withdraw your consent to the processing of your personal data for purposes concerning marketing of our services or direct marketing kindly send us a written request to this effect.

We are entitled to use all the contact details which you have given us in order to communicate with you on any issue concerning the Service, other than direct marketing as contemplated above. You have the right to request us to inform you about the personal data which we hold about you and to request its correction, if necessary by sending us a written request to this effect.

## Your obligations to us

You must provide us with accurate and truthful information in your Service application and keep us informed of any changes to this information. You will be responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies including interest at the rate of 8% per annum.

You will indemnify us and any Third Party Suppliers in respect of all costs, damages, loss whatsoever including any third party claims or costs, howsoever arising from any default, breach or termination of this Agreement by you.

You must pay for the Service, and acknowledge that our payment terms are 14 (fourteen) days. Should your account be in debit after the lapse of the fourteen days a Late Payment Fee of €2.00 will be charged. An account with a debit balance older than 30 days from date of invoice is considered to be in default. If your account remains in default our service(s) may be suspended or, at SKY's option, the contract may be terminated by SKY.

You are to ensure that any network or other equipment which you provide for the purposes of making use of or connecting to the Services is secure and adequately safeguarded against unauthorized access by third parties. You agree and acknowledge that this is your responsibility and that SKY shall not be held liable for any loss suffered by you as a result of your failure to ensure that your network and equipment is secure and contains adequate safeguards.

## Service Description

The SKY Telephony Services are industry standard telephone services. Whilst we take every step to ensure a continued service, we are not able to guarantee a continuous fault free service due to the complexities of this service and the occurrence of force majeure events which are outside our control.

We aim to provide 98.5% uptime on Sky Telephone Services, and 98.5% uptime on SKY Data Services.

The minimum access speeds provided for our Data Services vary depending on the service selected by you. We strive to ensure that the actual access speeds provided do not differ significantly from our

marketed upper levels, however at times we are not able to provide Data Services which match exactly the marketed upper speed levels due, amongst other things, to actual use at the time, force majeure events and other events outside our control.

### Maintenance Services

In the event that the service is interrupted for a reason related to our network, we strive to ensure resumption of the service as soon as possible and in no event within more than [---] hours.

### Data Protection

Any personal information provided to Sky shall be processed in accordance with the provisions of the Data Protection Act (Cap. 440 of the Laws of Malta) and solely processed for the purpose(s) of providing the Services to you, for the purposes of issuing bills to you and, unless you request us to do otherwise, for the purposes of providing marketing information on our offers and services from time to time.

Your personal information will not be disclosed to third parties without your express consent unless this will be strictly required by law. However we may disclose your data to bona fide credit reference agencies in the event that you fail to settle all dues as agreed herein.

You have the right to request access to your personal data as well as the right to rectify and where applicable, erase any inaccurate, incomplete or immaterial personal data processed by Sky.

### Rates

Rates are published on our Website ([www.sky.com.mt](http://www.sky.com.mt)) and may be updated from time to time.

### Information

You authorise SKY to make enquiries as to your credit rating at any time for the purpose of credit control.

### Interference with the Service

You agree that you will not interfere with the normal operation of the service or any facility, or make either unsafe.

### Customer Service & Support

Our Service includes free customer service and support via telephone, email and via our website.

You can log a fault 24 hours a day, 7 days a week via our e-mail addresses. During office hours you can contact us by calling our Standard Support line on 2010 1000.

### Governing Law and Jurisdiction

The agreement will be governed by and construed in accordance with the laws of Malta. All disputes shall be submitted to the exclusive jurisdiction of the Maltese Courts.

### Assignment

SKY may assign any or all of the rights and obligations on its part contained herein. You may not assign any of your rights or obligations hereto.

### Amendment

SKY may amend this agreement from time to time. We will provide 30 days written notice to you. The amendment will take effect unless you notify us in writing of your objection and cancellation.

### Disputes and Complaints

While Sky does its best to deliver excellent service, in certain circumstances you may feel that it is necessary to lodge a complaint with SKY. You should endeavour to do so as soon as possible after the incident giving rise to the cause for complaint, and in no event later than sixty (60) days after the event has come to your knowledge. Complaints can be lodged with Sky by any of the following means:

- (a) by calling our number, i.e. 2010 1010
- (b) by emailing us at [customercare@sky.com.mt](mailto:customercare@sky.com.mt)
- (c) by writing to us at SKY Telecom Ltd, Suite 1, Sky House, Naxxar Road, San Gwann, SGN 9016.

SKY will endeavour to acknowledge your complaint within ten (10) working days, and to provide you, after having considered the nature of your complaint, with a full response within thirty (25) working days. If you are not happy with SKY's response, you may lodge a complaint with the Malta Communications Authority. The Malta Communications Authority's details are as follows:

- (a) telephone number: 21 336 840
- (b) email: [info@mca.org.mt](mailto:info@mca.org.mt)
- (c) address: MCA, Pinto Wharf, Valletta Waterfront, Floriana, FRN 1913.