

# SKY TELECOM NEW ACCOUNT TERMS & CONDITIONS

## Please read this Agreement carefully.

The supply of Services under this agreement are provided by SKY Telecom Ltd., Suite 1 SKY House, Naxxar Rd., San Gwann (in this agreement referred to as "our", "we", "us" or "SKY") and in part by our Third Party Suppliers.

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.

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

**"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 Telephone call services as described in this Agreement.

**"Service Commencement Date"** means the date that your service is activated by us as advised by us.

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

**"Third Party Supplier"** means a third party supplier used for the provision of services provided under this agreement.

**"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.

### 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.

The minimum period for the service is 12 months from date of activation. Should you wish to terminate the agreement prior to the lapse of 12 months or cancel any of the line activated by SKY, you will be charged an administrative fee of Lm37.00 (Eur86.18) per line. Furthermore, you may not terminate the agreement prior to the lapse of 2 months from activation date. For SKY Home All Fixed Calls Free package, the ceiling for fair usage is capped at 600 minutes a month (per minute billing) per caller id. SKY will charge its standard local fixed fee per minute after fair usage ceiling. For this package the min. period for the service is for 24 months from the date of activation.

### 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 credit/debit card not be able to be debited for any reason, you will be considered in default. If your account remains in default our service may be suspended.

### Service Description

The SKY Telephony Service is a **standard telephone service**. Whilst we will 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.

### Rates

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

### Interference with the Service

You agree that you will not interfere with 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 the office hours you can contact us by calling our standard support phone number.

### Governing Law

The agreement will be governed by and construed in accordance with the laws of Malta.

### 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.

### Information

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

### Amendment

SKY may amend this agreement from time to time. We will provide 14 days written notice to you. The amendment will take effect unless you notify us in writing of your objection and cancellation.