



GO EASY BUY TERMS AND CONDITIONS

These terms and conditions were last updated on 18th November 2019.

1. General

- a. The GO Easy Buy Plan is being purchased by You from GO p.l.c. in accordance with the following Terms and Conditions.
- b. It is Your sole responsibility to read carefully and understand the following Terms and Conditions and all the terms and conditions pertaining to Mobile Product and to the Eligible Mobile Tariff Plan which you are subscribed to, including the General Terms and Conditions.
- c. The GO Easy Buy Plan is available for a limited period of time and We may stop making it available for new agreements at Our discretion without affecting any ongoing agreements.

2. Definitions

- a. Unless stated otherwise or clearly evident from the context, all definitions contained in the General Terms and Conditions shall have the same meaning here and the GO Easy Buy Plan shall be included in the definition of 'Service' under such General Terms and Conditions.
- b. 'Eligible Mobile Tariff Plan' means a pay monthly Mobile Tariff Plan described as being compatible with the GO Easy Buy Plan on Our website at go.com.mt/mobile-plans/pay-monthly and the relevant terms and conditions.
- c. 'GO Easy Buy Plan' is the plan by which You are purchasing, upon signing the Order Form, a Mobile Device by means of Monthly Payments made by You for the Term and subject to these Terms and Conditions which form part of Your Agreement.
- d. 'Monthly Payment' means each scheduled monthly payment as stated on the Order Form which shall be paid by You to Us for the duration of the Term as a means of gradual payment for the GO Easy Buy Plan.
- e. 'Mobile Device' means the device selected by You from a list made available by Us and identified in Your Order Form and to which these Terms and Conditions apply.
- f. 'Order Form' is the application form, signed by You, in which You request the GO Easy Buy Plan and identify Your Mobile Device and Monthly Payments.
- g. 'Term' means the term of this Agreement which commences on the date Your Order Form is signed by You until the GO Easy Buy Plan is paid for in full. Subject to clause 6, the normal and intended duration of this Agreement shall be of thirty (30) months.

3. Terms

- a. Ownership of the Mobile Device is being transferred to You immediately upon delivery of the Mobile Device to You. This means that You are responsible for the proper care and diligent use of the Mobile Device and battery throughout the Term and will ensure that these are used in a manner consistent with the manufacturer's recommendations and instruction manuals.
- b. Faults developed during the statutory guarantee period shall be handled in accordance with Our Service Promise and our obligations at law.
- c. You will still be responsible to pay all remaining Monthly Payments for the Term if the Mobile Device is lost or stolen or if the Mobile Device develops a fault at any time during the Term.
- d. You will not be able to change the Monthly Payments which You opt for once Your Order Form has been signed.

4. Eligibility

- a. You may only apply for GO Easy Buy Plan if You are 18 years or over, reside in Malta and have proof of identity. We may also ask You to provide documentation to prove you are in full-time employment.
- b. You can apply for GO Easy Buy Plan when you sign up for a new twenty-four (24) month agreement for an Eligible Mobile Tariff Plan/s.
- c. Only one Mobile Device can be purchased per Eligible Mobile Tariff Plan and per Customer.
- d. A credit check may be conducted by Us at Our outlet prior to signature of the Order Form.

- e. We reserve the right to refuse your Order Form if We consider that You are not a suitable applicant for reasons such as Your credit status or history.
- f. We reserve the right to carry out further credit checks and other related checks during the Term in order to safeguard Our interests and ensure that You remain eligible for GO Easy Buy Plan throughout the Term. Should we have reasonable cause to believe that You are no longer credit worthy, We reserve the right to terminate the Agreement.

5. Payment

- a. You accept that the bill on which Your Eligible Mobile Tariff Plan and GO Easy Buy Plan are invoiced shall be paid by direct debit for the Term.
- b. The GO Easy Buy Plan shall be paid in 30 equal Monthly Payments as stated in Your Order Form. Each Monthly Payment shall appear and be charged on the same bill as Your Eligible Mobile Tariff Plan until any outstanding balance for the GO Easy Buy Plan is paid for in full.
- c. Subject to Your regular payments, the Monthly Payments are interest free and inclusive of Value Added Tax (VAT). No capitalized interest or excise tax is charged on the GO Easy Buy Plan.
- d. You may be requested to pay up to 3 Monthly Payments in advance depending on factors such as your credit rating status and history and whether You are already a GO Customer.
- e. In the event that the Mobile Device which You select is of a higher value than the sum of Your Monthly Payments, You will be informed by Us beforehand of the need to pay the difference in value immediately upon signing Your Order Form. You may also refer to our website for the latest updates on available Mobile Devices and relative prices and for the relative Monthly Payment options. In all cases, the upfront payment will depend on the value of Your Mobile Device and the value of Monthly Payments which are both selected by You.
- f. In the event that the Mobile Device which You select is of a lower value than the sum of Your total Monthly Payments, any extra amount paid will be credited to Your account as indicated in Your Order Form.
- g. You can choose to pay off the GO Easy Buy Plan total remaining balance at any time without incurring any penalties.
- h. Any termination under clause 6.b.ii, 6.b.iii and 7.a shall require You to pay the outstanding balance for the GO Easy Buy Plan in full upon notification of termination by You or by Us and You bind yourself to pay such outstanding balance in full. You should also read the applicable terms and conditions for Your Eligible Mobile Tariff Plan as early termination fees and other charges or penalties may also apply if Your Eligible Mobile Tariff Plan is also terminated by You.

6. Duration

- a. The Term shall commence on the same date as Your Eligible Mobile Tariff Plan. If you are already on an Eligible Mobile Tariff Plan, You will have to sign a new agreement with Us in order to benefit from GO Easy Buy Plan. Early termination penalties may apply.
- b. These Terms and Conditions shall apply for thirty (30) months unless:
 - i. You pay any outstanding balance for the GO Easy Buy Plan in full prior to the end of the Term;
 - ii. the Agreement is terminated before the Term by You for whatever reason or by Us if You breach any of Your obligations under all applicable terms and conditions including the General Terms and Conditions and all terms and conditions relating to Your Eligible Mobile Tariff Plan; or the Eligible Mobile Tariff Plan is terminated before the applicable twenty-four (24) month period by You for whatever reason or by Us if You breach any of Your obligations under all applicable terms and conditions including the General Terms and Conditions.
 - iii.

For the avoidance of doubt, upon expiry of Your Eligible Mobile Tariff Plan after the applicable twenty four (24) month period, this Agreement shall automatically continue for a further six (6) months until the Term unless You decide otherwise in accordance with this clause 6.b.

7. Suspension and Termination

- a. Apart from instructions by You to terminate the Agreement or Your Eligible Mobile Tariff Plan, You understand that the following circumstances during the Term shall also automatically bring about the termination by You of this Agreement and that clause 5.h shall immediately apply:
 - i. a request to downgrade or move to an ineligible Mobile Tariff Plan;
 - ii. a request to port-out Your Mobile Service to another service provider; or
 - iii. a request to alter Your Order Form in a material way such as change of ownership or a change in Monthly Payments; or
 - iv. a request to cancel Your direct debit mandate or any act or omission on Your part which renders Your direct debit mandate invalid, non-executable or fraudulent.
- b. This Agreement may be suspended or terminated by Us in accordance with all applicable terms and conditions including clause 4.f of this Agreement.
- c. We may suspend, restrict or terminate this Agreement and Your Eligible Mobile Tariff Plan in the event of any persistent late or non-payment of Your Monthly Payments. In such event, We also reserve the right to pass on any liability arising out of this Agreement to third parties, including international debt collection agencies, without prior notice to You.