

OZONE GENERAL TERMS & CONDITIONS

1. Preliminary

1.1 The following are the standard terms and conditions under which Ozone Limited ("we/us") will provide you with our services, that is, internet and/or telephony services. Our details are as follows:

Ozone Limited
Ozone Centre, Triq tal-Balal, San Gwann, Malta SGN 9016
Company Number C18334. VAT No MT 1378 8008

1.2 This Agreement, including any documents which are referenced in this Agreement, is to be read together with any other terms and conditions specific to a service or promotional offer. All our terms and conditions can be found at our website www.ozone.com.mt. You may also obtain a hard copy of our terms and conditions from our office in San Gwann.

1.3 Once you sign this Agreement, it comes into force and you are bound by its terms.

2. Definitions used in this Agreement

2.1 In this Agreement certain terms are used frequently, and for the purposes of clarifying the meaning of these terms, these terms shall have the meaning ascribed to them hereunder, unless the context requires otherwise:

- (i) "Account" means your account for the Service;
- (ii) "Agreement" means these terms and conditions, together with all its annexes and other documents attached to it or referenced in it;
- (iii) "Bundle" means the grouping of two or more of our Services into one price tariff;
- (iv) "Customer" and "you" means the person named on the Order Form, and any persons authorised to instruct us on your behalf;
- (v) "Customer Equipment" means any equipment which must be provided by you for the purposes of obtaining the Service, including equipment which you may purchase from us;
- (vi) "Equipment" means any equipment we supply or lease to you for the use of or access to the Service/s;
- (vii) "Installation Premises" means the address given for the purposes of obtaining the Services;
- (viii) "Network" means our network, by means of which we provide you with the Services;
- (ix) "Schedule of Charges" means the list of charges related to the Service (excluding charges for usage) which is found in Clause 15 of this Agreement that a Customer may be liable to pay from time to time. All such amounts are indicated exclusive of VAT and exclude Excise tax and any other taxes which may be imposed.
- (x) "Service/s" means telephony and/or data (Internet/WiFi) services being provided in terms of this Agreement.
- (xi) "Order Form", the document including details of the Service.
- (xii) "Territory" means the Republic of Malta.

3. Services

3.1 A deposit may be required for your Service to be activated that will be refunded to you at the end of the Service or set off against your bills if there is a balance remaining. Such a deposit does not relieve you from having to pay any and all outstanding amounts and/or charges upon termination of the Agreement.

3.2 Unless prevented by circumstances beyond our control, we will provide you with the Services within thirty (30) days from the date on which you submit a signed and duly completed Order Form. You may terminate this Agreement without incurring any additional charges if the Service is not provided within the thirty (30) days from date of signature and/or if the Service is not as described in this Agreement.

3.3 Services may be subject to certain device and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations.

3.4 Our telephone Services are industry standard 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 99.8% uptime on Ozone Telephony Services and 99.8% uptime on internet data services.

3.4 The minimum access speeds provided for our internet 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 to, amongst other things, actual use at the time, force majeure events and other events outside our control.

3.5 If you wish to call the emergency services you can call the short code number as may be applicable from time to time. Currently the number is 112. The equipment we provide is dependent on electricity for performance. Accordingly, in the event of power outages the service (including access to emergency services) will not be available. In order to continue to obtain access to emergency numbers in the event of a power outage you may wish to consider the installation of a power-backup system.

4. Our obligations to you, our rights and our remedies

4.1 We will endeavour to provide reliable and effective Service/s. We are, however, unable to guarantee that our Service will be uninterrupted or Equipment fault free. Nor do we guarantee availability of our Network at all times. We shall not be held responsible for any interruption beyond our control. 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 one working day. Should you remain without a Service for more than one (1) day, a pro-rata credit refund shall apply to your Account. This excludes lack of service attributable to

- (a) force majeure,
- (b) fault due to Customer Equipment and/ or
- (c) arising out of any circumstance which is attributable to the Customer
- (d) where our service is carried to our client over a third-party network or operated by a third party
- (e) credit control measures

4.2 We reserve the right to

- (a) reduce, suspend, terminate the Services or restrict certain types of traffic without notice, due to the Network breaking down and/or requiring maintenance or for any reason specified in Clause 10 of this Agreement, or if you abuse the Service or breach the Agreement;
- (b) make changes to these terms and conditions of Agreement or to the Services or to any of their features at any time, after giving you at least thirty (30) days prior notice of the proposed change/s by e-mail or post at the last address provided by you or by posting information on our website. You have a right to terminate the Agreement during the said notice period without incurring additional charges. Your continued usage of our Services beyond this notice period will be deemed your acceptance of the changes to the Service;
- (c) improve, modify, alter or change the Services or any features in view of technical, operational or commercial reasons;
- (d) remove any material that violates our policies or applicable law;
- (e) hold you liable for any damages resulting from the violation of any of our policies or breach of this Agreement;
- (f) block access to the Service/s if so required by any applicable law or lawful order issued by any competent court, tribunal or authority;
- (g) make, on lawful request by the relevant authorities, data available which might be used for criminal or other police or governmental investigations;
- (h) take any other action granted by law to safeguard our statutory rights arising out of this Agreement. When we notify you of any proposed amendment to this Agreement we will also inform you of your right to withdraw from this agreement, without incurring any penalty, in the event that you do not accept the amendments proposed by us.

5. Your Rights and Your Responsibilities

5.1 You must give us promptly and accurately all the information which may be needed so that we can perform our obligations under this Agreement. You must notify us immediately if any of your personal details given to us change. As a subscriber to our telephony services you have a right to have your personal data included in any form of directory services provided by authorised directory information service providers.

5.2 You agree to follow all the instructions given by us regarding use of the Equipment and the Services including but not limited to the Fair Usage

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Policy which are accessible by visiting our Website. You agree to use the Equipment and the Services for lawful purposes only.

5.3 As the registered Account holder, you are responsible for your Account, you agree to keep any password or code as the case may be, secure by not letting it become public knowledge and not storing it anywhere on a computer or in plain text anywhere else. If the password or code, if any, become known to any unauthorised person you agree to inform us immediately.

6. Our Charges and Fees

6.1 You shall be responsible for any applicable Installation charges/fees together with any other applicable charges as stipulated in the Schedule of Charges.

6.2 If you move to another address, either temporarily or permanently, and you want to transfer the Services to the new address, you will have to pay a Service Transfer charge, which amount is set out in the Schedule of Charges.

6.3 You shall be responsible to pay any monthly recurring Service fees for the use of the Service/s provided, as established by us and subject to lawful change in accordance with the procedure specified in clause 4.3 (b) above.

6.4 Any and all monthly Service fees shall be invoiced to you together with any other charges incurred whilst making use of such Service/s, including amounts due for usage of our service, and other non-recurring charges such as hardware rental charges, connection and/or relocation fees, and one-time fees. Such Service fees and charges commence on the date when the Service/s is/are installed and payments shall become due upon the due date stipulated on the invoice. All Service fees and charges are indicated inclusive of VAT but exclude any other taxes which may be imposed, unless otherwise specified in the specific terms and conditions or offers.

6.5 The payment channels available for the settlement of invoices are by:-

- cheque made out to Ozone Limited;
- payment gateways of Bank of Valletta plc., HSBC Bank (Malta) plc.;
- SEPA bank transfer and
- SEPA Direct Debit Mandate.

Please call Customer Care for further assistance.

6.6 If you receive your invoice by post this will be sent to your last known address and we assume that you received the invoice sent to you by the following working day. We reserve the right to shift our customers to an electronic invoicing system, subject to giving you reasonable prior notice. Should you then request to retain your paper bill, you may be charged an additional charge that may be established by us. If you do not have an internet connection then we will not charge you for the paper bill.

6.7 If you receive an electronic invoice you shall receive an email notifying you of your electronic invoice. Once the email has been sent we shall assume that you are in receipt of your invoice. It is your responsibility to ensure that the email account provided to us is an active account.

6.8 You are liable to pay all amounts listed on the invoice notwithstanding who made use of the Service/s. Any amount that is not settled by the due date as indicated on the invoice shall be subject to the higher of: (i) interest at the then maximum rate allowed by law, until the date that they are paid by you; (ii) a Late Payment charge of two Euro (€ 2.00).

6.9 Fees and charges for use of the Service/s shall be legally due and collectable up to the date of disconnection/termination. If we disconnect your Service/s because you failed to pay the fees and charges you are liable to pay, we will be entitled to recover from you all costs of collection, interest not exceeding the maximum allowed by law, legal fees and any Late Payment charges, as well as any Disconnection charges applicable at the time as per Schedule of Charges. We will also be entitled to charge you for any use and usage of our Services made by you without our permission. Any breach of this Agreement committed through fraud or illegal activity, will be reported to the police, who may take legal action against you. We reserve the right to pass on your details to a credit reference agency including Creditinfo Malta Ltd and MACM, to any debt collecting agency as well as to any third party legally entitled to receive such information.

6.10 We reserve the right to carry out a credit check on you at any time. We may use the information obtained from credit searches and from other lawful sources to take any credit decision affecting this Agreement.

If at any time you fail to meet our credit conditions or fail to make due payments we may enforce any credit limits on your account, ask for a deposit, restrict the level of Services we provide to you, only allow certain methods of payment and/or suspend some or all of the Services at any time when you reach the limits established until we have received the full payment of any amounts you owe under this Agreement.

6.11 We do not provide itemised bills, however you have the right to request an itemised bill free of charge and we shall endeavour to provide within a reasonable time period.

6.12 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 the contract may be terminated by us at our discretion. We will notify defaulters of their status and invite them to regularise their position within a given fixed period of time. If you fail to reach an agreement to regularise your position with us we may proceed to suspend the Services to you until such time as your account is regularised and a reconnection fee of €50 (excluding VAT) is paid. Suspension of service does not exonerate you from paying rental charges on the suspended services arising during the suspended period.

7. Equipment

7.1 We shall at all times remain the owner of the Equipment installed on the exterior of your installation premises notwithstanding you having paid a deposit in respect of some of the Equipment whether fixed at your Installation Premises or not, furthermore we may add or substitute Equipment at our sole discretion.

7.2 Where the Equipment has been leased to you, you shall ensure that:

- (i) our Equipment is safe and properly used at all times;
- (ii) you follow our instructions related to the use of the Equipment, in case of damage, other than through fair wear and tear, you shall be liable to pay a charge for the replacement of such Equipment;
- (iii) you do not tamper with, disassemble, misuse, neglect or damage our Equipment;
- (iv) it is not lost or stolen, in case of such an event you shall be held responsible.

7.3 Destruction, theft, tampering, or abuse of Equipment will result in forfeiture of any deposit paid on installation for the Equipment. In addition, you shall be solely responsible for the repair or replacement of Equipment which is lost, tampered, stolen or damaged under your control. In addition, you agree to also indemnify us in respect of any other damages we may suffer.

8. Access

8.1 You hereby irrevocably give permission and grant safe access to us and any of our employees or third party contractors to enter and execute any necessary works related to the connection/disconnection and general upkeep of the Equipment situated on or at your Installation Premises, during reasonable hours. Provided that, failure to give such access without justification, may be deemed as a breach of Agreement which may then lead to disconnection.

8.2 You hereby irrevocably give permission to us to keep the Equipment installed on, under or over the Installation Premises. You may not transfer or move any Equipment from the position or place in which we have installed it at the Installation Premises without prior notification to us. Failure to so advise us may be deemed as breach of this Agreement.

9. Cancellation Policy

9.1 Cooling off period. You are entitled, within fifteen (15) days from the date of this Agreement, to cancel this Agreement without incurring any additional charges and without giving any reason, by giving a written Notice of Cancellation, expressing your intention to cancel the Agreement.

9.2 A Notice of Cancellation will be properly given if you:

- a. leave a signed written notice addressed to us at our address, in which case the date of notice is deemed to be the date of delivery; or
- b. post the signed written notice to us at our address which is indicated on our website, in which case the date of notice is deemed to be the date it was posted.

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9.3 If cancelled in accordance with this clause 9, then the Agreement shall be deemed as terminated and the relative clauses of this Agreement shall apply. Fees and charges for Services and use of Service/s shall be legally due and collectible up to the date of cancellation. Installation charges are not refundable.

10 Term and Termination, and Suspension

10.1 If not cancelled in accordance with clause 9 above, this Agreement shall be valid from the date of the first billing cycle on a month-on-month basis until it is terminated by you in accordance with the process laid out in clause 10.2 or by us for any of the reasons specified in this Agreement.

10.2 If you who are on a month-on-month Agreement and you wish to terminate the Agreement, you must give us a 30 day notice in writing together with a copy of your Identity Card. Termination shall be effective at the end of the billing cycle following the end of the notice period. You shall be liable to pay us all outstanding amounts on your account. In those cases where we become aware of any outstanding charges after the date of termination you shall be liable to pay all invoices which will be issued after date of termination.

10.3 If you who choose to subscribe to the Service/s for a period of twenty-four (24) months ("24 Month Term"), you shall be given a discounted monthly charge. Customers who choose the 24 Month Term Agreement and who wish to terminate prior to or at the end of the 24 Month Term shall give us a 30 day notice in writing together with a copy of the Identity Card. Termination shall be effective at the end of the billing cycle following the end of the notice period. Customers who terminate the 24 Month Term prior to the end of the 24 Month Term shall refund us the discount given from the commencement of the 24 Month Term up to the date of termination. Other requirements for termination enlisted in Clause 10.2 shall be applicable. Any invoice raised to cover such termination charges shall be due and payable immediately.

10.4 If you have subscribed to the 24 Month Term and do not terminate the Agreement prior to or upon expiry of the 24 Month Term, you shall remain subscribed at the discounted monthly charge. Should you want to terminate, the process in Clause 10.3 shall apply.

10.5 Upon requesting termination you:

(a) must pay all charges listed on your account and
(b) have thirty (30) days within which you must return to our offices and/or allow us to remove any and all of the Equipment provided. If the Equipment is not returned or is damaged, then we shall be entitled to charge the relevant charges as stipulated in the Schedule of Charges.

10.6 Without prejudice to this Clause 10 and to other clauses in this Agreement, this Agreement may be terminated promptly and without notice by us, if:

(a) you become insolvent, bankrupt, or enter into any arrangement with your creditors or if any legal action is taken or threatened against your property;
(b) you or another person at your Installation Premises have committed, or may be committing, any fraud against us or against any other person or organisation by using the Services or Equipment;
(c) you have breached this Agreement and have not remedied the breach within 7 days of our notification of the breach;
(d) we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Services and/or the Equipment;
(e) our authority to operate as a public communications provider is terminated or suspended for any reason; or (f) we are required to comply with an order, request or decision by any governmental or regulatory authority.

10.7 Any Customer who has had his Agreement terminated or disconnected and who wishes to restore his Services has to pay any outstanding amounts in his name as well as a Reconnection charge as stipulated in the Schedule of Charges.

10.8 Termination of your Agreement with us shall not reduce our rights or remedies for recovery of outstanding debts or damages from you and shall not affect any rights personal to you that arose prior to termination. Any terms under this Agreement which are intended to apply after termination will continue to apply.

10.9 Any breach of this Agreement by us entitles you to terminate the Agreement without incurring additional charges. Provided however, that

we are given a cure period of not less than 15 days within which to rectify our position, which 15 days shall start running from the date you send us a signed notice in writing, specifying the nature of the breach.

10.10 We may suspend the provision of any Service in whole or in part, until further notice, with immediate effect if we:

(a) have reason to terminate the Services in accordance with any clause of this agreement;
(b) need to carry out work relating to upgrading or maintenance of the Service or our Network;
(c) need to provide support for any technical failure, modification or maintenance of the Service provided that we will use our reasonable endeavours to procure the resumption of the Services as early as possible;
(d) become aware or have reasonable cause to believe that fraudulent or illegal use of the Service is taking place with or without your knowledge;
(e) have reason to believe that you have provided us with false, inaccurate or misleading information for the purpose of obtaining the Services.

Any suspension or unavailability of the Service shall be without prejudice to any other right or remedy which we may have but shall not give rise to any claim by you including, without limitation, to any claim for rebate or refund of any fees paid by you .

11. Liability

11.1 Except as set out in this Agreement but without prejudice to the generality of the foregoing, you shall hold us, our employees, agents or contractors, harmless from and indemnify us for:

(a) any loss, liability and/or any direct physical damage done to your property unless caused by our negligence or the negligence of our employees, agents or contractors while acting in the course of their employment that is brought to our notice within seven (7) days of its occurrence;
(b) direct/indirect or consequential damages;
(c) loss of profits, business or revenue;
(d) access delays or interruptions;
(e) loss or liability resulting from any errors, omissions, or misstatements in any and all information, goods, or services obtained on or through the Services;
(f) any error or omission of the Customer;
(g) any loss of Service and/or damage caused to our Equipment or Customer Equipment arising from power outages.

11.2 Without prejudice to the foregoing, our total liability (if any) arising out of this Agreement, in any one year, shall not in any circumstances exceed the total sum of charges paid by you for the Service/s in that year.

12. Miscellaneous

12.1 We may transfer our rights and obligations under this Agreement upon giving notice. You may not transfer your rights or obligations under this Agreement.

12.2 This Agreement contains the whole Agreement between you and us and any previous agreement in respect of the Services to be provided pursuant hereto is revoked by this Agreement. Nothing which is said to you by or on our behalf forms part of this Agreement. If for any reason any term of this Agreement cannot be enforced or relied upon, all other terms of this Agreement shall remain valid and binding.

12.3 Headings to the articles of the Agreement are for ease of reference only and shall not affect the interpretation or construction thereof.

12.4 The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled under or in connection with this Agreement, shall not constitute a waiver thereof, and any waiver of any default shall not constitute a waiver of any subsequent default.

12.5 Without prejudice to any other provision contained in this Agreement any notices we or you give each other shall be in writing and must be delivered by hand, sent by fax, by email or ordinary post to you at your registered address as set up above. Any written notice sent to you by us is deemed to have been received by you by the following working day.

12.6 This Agreement shall be governed, construed and interpreted in accordance with the Laws of the Republic of Malta. The parties submit to the jurisdiction of the Courts of Malta.

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13. Data Protection

13.1 We shall process all data relating to the Customer according to the Data Protection Act 2001 (Chapter 440 of the Laws of Malta) and its subsidiary legislation. We may process the data for direct marketing of promotion and may send you information about products and services supplied by us or any of our subsidiary/parent/affiliate companies, by mail, telephone, email, electronic messaging including text messaging or fax. If you do not want us to, you may at any time, by written notice to us, oppose the processing of your personal data for direct marketing purposes. Furthermore you acknowledge that we are obliged to provide the Services in conformity with Maltese Law including laws dealing with data retention and lawful intercept.

13.2 We reserve the right to disclose data relating to the Customer to our affiliates, other authorised electronic communications operators, our agents and to authorised third parties (including credit reference agencies and debt collection agencies) in order to provide the Service in general, for the purpose of protecting our and other third parties' legitimate interest, for credit referencing, fraud prevention, debt collection and porting.

13.3 Without prejudice to clause 13.1 and 13.2, we undertake to ensure that all personal data shall be processed in accordance with our Data Protection Policy, available by visiting our website.

14 Compensation and Refunds

Compensation and refunds are handled on a case by case basis depending on the particular circumstances of the case. Once a customer complaint is logged, we will take the necessary actions to investigate the case as soon as possible. We shall then affect any refunds, if in our reasonable opinion we deem that such a refund has to be effected.

15 Schedule of charges

Wireless installation Fee	€84.75
Line Installation Fee	€84.75
Reconnection Fee	€50.00
Late Payment Fee	€2.00
Late Payment Interest	8% p.a.
Monthly Paper bill Fee	N/a
Service Transfer Fee	€84.75
Site Visit normal hours	€45.00
Site Visit outside normal hours	€65.00
Remote assistance	€25.00
<i>All charges quotes are stated excluding VAT and any other applicable taxes.</i>	
<i>Ozone reserves the right to discount/waive all or any of the above quoted charges at its own discretion.</i>	

16 Disputes and Complaints

While we do our best to deliver excellent service, in certain circumstances you may feel that it is necessary to lodge a complaint with us. 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 thirty (30) days after the event has come to your knowledge.

Complaints can be lodged with Ozone by any of the following means:

- (a) by calling our number, i.e. 2010 1010
- (b) by emailing us at customercare@ozone.com.mt
- (c) by writing to us at OZONE Ltd., Ozone Centre, Triq Tal-Balal, San Gwann, SGN 9016

We 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 (30) working days. If you are not happy with our response, you may lodge a complaint with the Malta Communications Authority. The Malta Communications Authority's details are as follows:

telephone number: 21 336 840

email: info@mca.org.mt

address: MCA, Pinto Wharf, Valletta Waterfront, Floriana, FRN 1913.