

OZONE TERMS & CONDITIONS – TELEPHONY IPX

The following terms and conditions apply if you have subscribed to our telephony services

- A. If the number of calls or charges for calls made by you has increased to such an extent that it appears, in our reasonable opinion, that the Service/s are not being used in a manner consistent with your previous use, we reserve the right to suspend the Service/s, ask you to make a payment of a deposit as security for your charges; and/or prevent you from making international calls and/or premium rated calls. We will make reasonable efforts to contact you before we proceed with any of the above, but we are not liable if we do not.
- B. Persons wishing to port to our Network from another network will be subject to our porting requirements. We may vary the porting requirements from time to time. If a deferred porting date has been requested, the Service shall not commence until the selected porting date.
- C. Customers wishing to port from our Network must contact the operator to which they wish to port and will be responsible for complying with the porting requirements of that operator. Porting will be treated as a termination of the Agreement. You are advised that requests to port from our Network may be declined by us in the event that your Account is in arrears or your details do not match those on our systems or for any other reason which is listed by the Malta Communications Authority.
- D. Customers are not allowed to make official use of the number/number range assigned to them before the installation is complete, system tested and customer advised of such. Ozone reserves the right to change the number/number range until such time as the installation is complete. Ozone will not be held liable for any loss whatsoever brought upon the customer by use of the assigned number/range prior to the above condition being met.

OZONE Talk (Corporate)

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**. Amounts are stated excluding VAT. Administration and termination charges are due on date of invoice. Termination cannot be acceded to until you have settled all outstanding overdue bills.

OZONE Talk 1 Year Free Line Rental (Corporate)

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 OZONE Talk Line rental fee for each month that you have enjoyed the free line rental service for each telephone line**. Amounts are stated excluding VAT. Administration and termination charges are due on date of invoice. Termination cannot be acceded to until you have settled all outstanding overdue bills.

OZONE Power (Corporate)

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**. Amounts are stated excluding VAT. Administration and termination charges are due on date of invoice. Termination cannot be acceded to until you have settled all outstanding overdue bills.

OZONE Smart Packs (Corporate)

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**. Amounts are stated excluding VAT. Administration and termination charges are due on date of invoice. Termination cannot be acceded to until you have settled all outstanding overdue bills.

Ozone Bundles (Corporate)

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 excluding VAT**. You will also be charged for your internet connection for the period you enjoyed it free of charge as part of the Bundle. The rate will be that of a stand-alone internet connection existing at the time of termination. Administration and termination charges are due on date of invoice. Termination cannot be acceded to until you have settled all outstanding overdue bills.

Smart Unlimited Package

The duration of this contract is a minimum of 24 (twenty four) months. Should you wish to terminate the Agreement prior to the lapse of 24 months, you will be charged the administration fee of **€200 excluding VAT per line**. Administration and termination charges are due on date of invoice. Each package will be allocated one speech path. No MSN numbers (Multi Subscriber Number) can be assigned to this package. Included in the package are unlimited calls to local fixed and local mobile numbers. The package is subject to the fair usage policy defined below. Rental will be charged in full in the month the installation is commissioned. For the sake of clarity for this package commissioning specifically excludes the porting process. The rental fee will also be charged in situations where porting delays are caused by the Customer.

Free Equipment Bundle

The duration of this contract is a minimum of three (3) years. Should you wish to terminate the agreement prior to the lapse of 36 months you will be charged as administration fee the higher of **the retail value** (at date of termination) of equipment installed and not billed for plus VAT thereon or **€500 plus VAT**. Administration and termination charges are due on date of invoice. This package includes the bundling of equipment free of charge. The equipment will remain the property of Ozone for the duration of the agreement and must be returned in good working order. Customers will be charged the current rate for any damaged equipment on termination. Customers may be charged for the replacement of damaged equipment occurring during the term of the agreement if it is evident that the damage was caused by negligence of the customer or his dependents. A minimum of two (2) speech paths in the form of two (2) "Smart Unlimited" subscriptions must be taken up for customer to avail himself of the free equipment offer. The offer is available for a maximum of 22 extensions. The offer can be availed of only once and the equipment required is determined following an onsite survey carried out prior to commencement of works. Additional equipment that may be required after this stage can be purchased at standard rates. At the end of the three years Customers have the option of either purchasing the equipment at the pre-established reduced price or renew the contract on the same terms and conditions. In the latter case ownership of the equipment will then be transferred to the customer.

Rental will be charged in full in the month the installation and equipment is commissioned. For the sake of clarity for this bundle offer commissioning specifically excludes the porting process. The rental fee will also be charged in situations where porting delays are caused by the Customer.

Fair Usage Policy - Telephony

Where the telephony service taken up by Customer includes free minutes and/or unlimited minutes/calls, the service is subject to the following.

1. Ozone may apply maximum call duration limits which if surpassed may cause the customer to incur charges at standard rates or may cause the call to be terminated.

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2. Calls to non-geographic numbers such as premium numbers, short codes, internet dial up services are not included in free minutes/calls.
3. If in the reasonable opinion of Ozone the Customer's use of the service is deemed to be excessive, Ozone may ask the Customer to moderate his usage. If the Customer fails to do so, Ozone reserves the right to take remedial action including terminate and or suspend Customer's service or switch Customer's service to another package.