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GO p.l.c., Fra Diegu Street Marsa, MRS 1501, Malta t 8007 2121 f +356 2594 5895 e customercare@go.com.mt www.go.com.mt Company Registration Number: C 22334

Application Telecareplus

1. Applicant's Details	3. Applicant's Status		
Name:	In your home you are:		
Name:	○ Single or widowed and you live alone (SA)		
Surname:	○ Single or widowed and you live with someone else (SO)		
Date of Birth:/	Living with your spouse and your children or other persons (CO)		
	Living with your spouse (CA)		
I.D. Card Number: (attach a photocopy of your I. D. Card with this form)	Pink Form		
Passport Number: (attach a photocopy of your Passport with this form)	Do you have a valid Pink Form?		
Address:	○ Yes ○ No		
Address: (where the service will be installed and all correspondence will be sent, including the bill)	If your answer is YES, in order to qualify for the Telecareplus		
Post Code:	subsidy, you need to be over 60 years old, live alone or with other person/s who are over 60 years old too. If you have a valid Pink Form, please send us a photocopy.		
Do you have an existing GO residential fixed line (if you are using 'Easyline' a GO representative will contact you to change it to	Yellow Card		
post-paid)?	Are you diabetic?		
(If not, a GO representative will contact you to make the necessary arrangements)	○ Yes ○ No		
○ Yes ○ No	Do you have a valid Yellow Card?		
Telephone Number:	○ Yes ○ No		
Mobile Number:			
e-mail Address:	To qualify for the subsidy on the Telecareplus service, client must be diabetic and over 60 years of age, lives alone or resides with another person over 60 years of age.		
2. Requested Service – Please Choose One	Contacts – Details of Other Persons who we can contact in case of emergency		
O New Telecareplus Service (on existing GO post-paid line)	4.1 Person 1		
○ Change from Telecare to Telecareplus			
O Permanent Transfer of Service (fill in details below)	Name:		
or definations transfer of derivide (iii iii details below)			
Current Address:	I.D. Card Number:		
	Relation to Applicant:		
New Address:	Telephone Number:		
	Mobile Number:		
			
Telephone Number: (if it will change)	Does s/he have a door key? ○ Yes ○ No		

Person 2	Person 2	
Name:	This person will be using the Telecareplus service.	
Surname:	○ Yes ○ No	
I.D. Card Number:	Name: Surname:	
Relation to Applicant:	Date of Birth://	
Telephone Number:	I.D. Card Number:	
Mobile Number:	Passport Number:	
Does s/he have a door key? ○ Yes ○ No	5. Medical Certificate	
Person 3	Required only by these categories of applicants:	
Name:	Person/s with a disability or special needs (Attach a photocopy of the 'Special ID' issued by the National Commission Persons with Disability)	
Surname:	O Person/s having less than 60 years who suffer from a	
I.D. Card Number:		
Relation to Applicant:	the application form.	
Telephone Number:	6. Authorisation to Break In in case of Emergency	
Mobile Number:	<u> </u>	
Does s/he have a door key? ○ Yes ○ No	the undersigned, am hereby giving my permission to Telecare employees to, in case of emergency or necessity, take all the necessary steps to ensure that the Executive Police obtains access to my residence	
Person 4		
Name:	and this even, if so required, by breaking in. With this, I am hereby indemnifying GO p.l.c., the authorities, including the	
Surname:	Executive Police, and/or third parties who may be involved in the aforementioned access to my residence, even if	
I.D. Card Number:		
Relation to Applicant:		
Telephone Number:	Signature:	
Mobile Number:	I. D. Card Number:	
Does s/he have a door key? ○ Yes ○ No	Date:	
4.2 Other persons residing in the same house (Attach a photocopy of the I.D. Card with this form)		
Person 1		
This person will be using the Telecareplus service. O Yes No		
Name: Surname:	_	
Date of birth:/		

I.D. Card Number: _

Passport Number: _

7. Declaration of Consent

I am giving my consent to Active Ageing and Community Care to process and keep under its care the personal and sensitive information that I am obliged to provide as partof this application. As of now I am authorising Active Ageing and Community Care to provide all necessary information to GO p.l.c. in connection with the processing of this application and the provision of the service.

I understand that:

- If I do not provide this information the application cannot be processed;
- In order to process this application, authorised employee/s can have access to this personal and sensitive information;
- Certain details that do not identify me can be processed for statistical purposes.

I understand that for the purposes of the Data Protection Act, if I so request in writing, I have the right to know what information is being held by the Department about me. I am also aware that for the purposes of the same Act, the Controller of Personal Data is:

Active Ageing and Community Care FXB Building, Mdina Road, Qormi QRM 9014

I explicitly accept the Terms and Conditions of GO p.l.c. in regards to the fixed telephone service and I declare that I have read and understood these Terms and Conditions. I also give permission to GO p.l.c. to process my personal data as required to provide me with the service for which I am applying. I declare that I am aware that in order to provide me with the service, GO p.l.c. may make use of third party services and for this reason I am hereby authorising GO p.l.c. to forward the required personal details pertaining to me to these third parties.

If I am applying on behalf of someone else, I declare that I have obtained this person's consent with regards to GO p.l.c.'s Terms and Conditions and that these have been read and understood. I declare that I obtained the other person's consent in order to authorise GO p.l.c. to process personal data as required by the company to provide the service. I declare that I am applying for the Telecareplus service as indicated in this application form and accept that this is subject to Telecareplus' Terms and Conditions of service, together with those related to GO p.l.c. fixed line service (which may be obtained from GO p.l.c.'s retail outlets as well as on their website at www.go.com.mt).

I confirm that through this application I am applying for the Telecareplus service at the price of four euro (\in 4) (including VAT) per month (unless I have a valid Pink Form, in which case the price is of zero euro (\in 0) per month).

declaration.
 This declaration was read to me and I understood everything.
Signature (applicant):
Signature (applicant):
Name and Surname:
Date:
Signature (representative):
Name and Surname:
Date:
For Office Use Only

Telecare Centre:

Operator Name	Date	Action

GO p.l.c:

Official's Name	Date	Reference No.

Your application should be sent by post to the following address:

TELECARE CENTRE FXB BUILDING MDINA ROAD QORMI QRM 9014

IF YOU HAVE ANY DIFFICULTIES AND/OR FOR FURTHER INFORMATION, PLEASE CALL **21483600** DURING OFFICE HOURS.

- 8. Telecareplus Terms and conditions (GO PLC)
- 1. This Agreement (hereinafter referred to as "The Agreement") is being entered into by GO p.l.c, (C22334), being the operator of the brand 'GO', duly authorized to act in representation of its subsidiary and affiliate companies members of the GO Group (hereinafter referred to as "We" / "Us"/ "Our"). The Agreement is subject to these Terms and Conditions, the Agreement entered into between Us and the Registered Subscriber (hereinafter referred to as "You" / "Yourself" / "Your") indicated therein for the provision of the Service, as well as any applicable Terms and Conditions regulating the fixed line or mobile telephony service upon which the Service is provided. In the event of any difference or conflict between these Terms and Conditions, the Agreement, and the applicable Terms and Conditions regulating the fixed line telephony service upon which the Service is provided, these Terms and Conditions shall prevail.
- 2. By entering into The Agreement, You are hereby irrevocably agreeing that:
 - a) We may provide the Service through duly authorized third parties:
 - b) Your personal data (including any, traffic data and communications data) relating to Your use of the Service, may be retained by GO and processed in line with applicable data protection and retention legislation and that GO may disclose any of this:
 - (i) among the group companies forming part of the GO group;
 - (ii) Our sub-contractors or agents:
 - (iii) between Us and other third parties including other authorised electronic communications providers and operators, Content providers, market research operators, and credit agencies. You acknowledge that such sharing of data is necessary for the purpose of providing better value and services in particular on the electronic communications services or other services as might be provided by Us as well as for fraud prevention, debts and credit referencing and to protect Our legitimate interests and other electronic communications operators and third parties. We commit to preserve all Your rights as data subject at all times;
 - (iv) if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce the terms of The Agreement, respond to claims that any use of the Services violates the rights of third-parties, or otherwise to protect the rights, property or personal safety of Us, Our directors, employees, users and the general public.
- 3. The equipment (hereinafter 'The Equipment') provided in connection with the Service (which for clarity shall be limited to a telecare hub and one (1) pendant) shall be installed by GO or authorised third parties and shall remain Our property or the property of said authorised third parties in accordance with any standing relationship between Us and said authorised third parties. You warrant not to tamper with the Equipment or otherwise damage or allow it to be damaged. In the event that the Equipment is, for any reason, damaged or otherwise faulty it is Your responsibility to inform Us. You acknowledge and agree that failure on Your part to inform Us of any such tampering, damage or fault, may result in Our inability to provide the Service and consequently You hereby fully exonerate Us and any authorised third party from any liability of whatever nature which may result due to any such tampered with, damaged or otherwise faulty equipment. For the avoidance of doubt You hereby agree to pay for any and all repairs rendered necessary to the Equipment.
- 4. The Equipment shall be provided for Your exclusive use of the Service. On termination of the Agreement, for whatever cause, the Equipment is to be returned to Us in good working condition, fair wear and tear accepted. For the provision of the Equipment You hereby agree and bind Yourself to pay to Us or our authorised representatives a refundable Deposit fee of twenty five Euro (€25). In the event that the Equipment is not returned, or is returned tampered, damaged or otherwise not in good working condition, then a Penalty of two hundred Euro (€200) shall be due and payable to Us.
- 5. We may, but shall not be bound to, issue commercial offerings and/or add-ons over and above the Service. We acknowledge that You shall not be obliged to contract for any such commercial offerings and/or add-ons but in the event that You so decide to do, then You shall bind yourself to adhere to all applicable terms and conditions, including payment, in connection with said commercial offerings and/or add-ons.
- 6. It shall be Your responsibility to apply with the Telecare Centre (Government department) for any change of the permanent address, You are hereby authorised to shift the equipment from Your permanent address to Your summer residence, subject that You hereby warrant and bind Yourself to inform the Government Call Centre prior to effecting any such change. Save for the aforementioned, You warrant and bind Yourself not to shift or otherwise remove the equipment for any reason.
- Where applicable, the Pink Card issued by the Social Security Department is to be produced upon demand.

- Where applicable, the special Identity card issued by the National Commission for Persons with Disabilities is to be produced upon demand.
- 9. For the avoidance of doubt, in the event that the Agreement is terminated for whichever cause, this shall not imply the termination of the fixed line or mobile telephony service upon which the Service is provided. Should You wish to terminate said underlying service, You are required to inform GO in accordance to the applicable Terms and Conditions regulating the underlying service.
- 10. The Agreement shall supersede any and all previous communications and/or agreement/s entered into by and between Us and Yourself in relation to Service.11. We reserve the right to terminate this Agreement in the event of any deliberate abuse and/or misuse of the Services, or if in default of regular payment.
- 12. We reserve the right to amend these Terms and Conditions at any time, provided that We shall give You a thirty (30) days' written notice prior to such amendments taking effect. Should You not wish to accept the proposed amendments, You must, within thirty (30) days of having been so notified, inform Us of such non-acceptance. For the sake of clarity, such notification of non-acceptance on Your part shall be deemed to constitute a termination of The Agreement. Failure on Your part to notify Us in writing within the stipulated time period of such non-acceptance will constitute an irrevocable acceptance of any such amendments for the duration of the Agreement.
- 13. The Agreement shall be governed, construed and interpreted in accordance with the Laws of the Republic of Malta without giving effect to principles of conflict of laws, and the parties submit to the exclusive jurisdiction of the courts in Malta.
- 14. The Agreement has been drafted and negotiated in the English language and the English text shall be regarded as the authoritative text. If this Agreement is translated into any other language, any ambiguity or disagreement that may arise shall be resolved by reference to the English text.
- 15. Any complaint, dispute, and/or query concerning the Service is to be referred to GO in writing. GO binds itself to acknowledge and/or provide an initial response to the complaint, dispute and/or query no later than fifteen (15) working days from the receipt of the complaint, dispute and/or query. GO shall endeavor to examine the complaint, dispute and/or query without undue delay, however, You acknowledge that not all issues, particularly if of a technical nature, can be resolved within a short time period. Should You not be satisfied with GO's handling of the complaint, dispute and/or query You may refer said complaint, dispute and/or query to the Malta Communications Authority, Valletta Waterfront, Floriana. Your rights at law shall remain unaffected.
- 16. Without prejudice to any other provision contained in the Agreement excluding or limiting responsibility, We shall not be liable for any loss or damage which may be suffered by You due to any force majeure event, which inter alia includes any failure on Our part to perform any obligation as a result of technical problems relating to the Service, termination of any licence, act of God, inclement weather, flood, drought, lightning or fire, earthquakes and volcanic eruptions, failure or shortage of power supply, strikes, lockouts, labour disturbances and industrial disputes of any kind, Government control, restrictions or prohibitions or any other Government act or omission whether local or national, any act or omission of any regulatory or other public authorities or agencies, or of the operators of other telecommunication services, war, military operations and riots, difficulties, delays or interruptions in the production or supply of equipment used in the Service, act or default of any supplier, agent or subcontractor, or any other similar or dissimilar causes beyond Our reasonable control.
- 17. We shall do Our utmost to provide a continuous and good Service, however You acknowledge that situations, inter alia of a technical nature, may arise hindering this. In these cases, You warrant and bind Yourself to bring the matter to Our attention at the earliest. You further acknowledge and agree that We shall not be liable for any loss or damage, whether direct or indirect, sustained by Yourself or any otherwise affected third party by reason of any failure in or breakdown of, or reduction in quality of, the Service provided, however long such failure, breakdown, or reduction in quality shall last.
- 18. You acknowledge and agree that We shall not be in any way held liable for or in any way guarantee the level of service for any services provided by any third party, including but not limited to any Government of Malta operated Call Centre.
- 19. Without prejudice to anything contained in the Agreement, to the extent permitted by law, GO's liability, if any, shall not exceed the total amount of recurrent monthly charges paid by Yourself for the Service in the particular year that the liability event arises.