epic Business Fibre 100 Date: 17.11.2020

epic Communications Limited Contract Summary

Epic Communications Limited
Level 6, SkyParks Business Centre
Malta International Airport
Luqa LQA 4000 – Malta

This contract summary provides the main elements of this service offer as required by EU Law*. It helps to make a comparison between service offers. Complete information about the Service is provided in other documents

Services and Equipment:

Fixed Telephony with following Monthly Bundle	
Fixed Internet Allowance	Unlimited
Telephony Service	Minutes
Calls to any local fixed number	Unlimited to epic numbers Unlimited to other local fixed number
Calls to local epic mobile numbers	Unlimited
Calls to any other local mobile number	€0.23c/minute
If Applicable (Internet Device Provided)	Yes

Speed of Internet and Remedies

The fixed speeds are up to **15Mbps** Upload Speed & **100Mbps** Download Speed (Visit one of our stores in the event of regular discrepancy in speed or other quality measurements.)

Price

Recurring charges

Monthly Access Fee	2yrs agreement	1yr agreement	After agreement expires
With DDM	€41	Not Applicable	€41
Without DDM	€42.50	Not Applicable	€42.50
Device Rental Fee	Not Applicable	Not Applicable	Not Applicable
Time Limited Offer	Not Applicable		

Administrative Fees

- **Paper Copy of Itemised Bill & Paper Bills:** €2 per paper copy
- **Late Payment Fee:** €2 penalty for each invoice not paid before due date
- **Direct Debit Reversals:** €5
- **Suspension of service reconnection fee:** €10 one-time charge
- All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable. Other charges specific to epic Business Fibre 100 are listed in the applicable Terms and Conditions.

Duration, renewal and termination

Contract duration: 24 Months

Termination: If you are terminating whilst in contract the following penalty applies: 50% of the Monthly Access Fee x remaining months. You must return all Equipment alongside with its original packaging box provided to you by us in good working condition. In default, or should this Equipment be returned damaged or faulty resulting from, but not limited to, misuse, mishandling, wilful damage by liquids, connection to unsuitable supply power, surges, lightening, tampering or service by unauthorised personnel, will be liable to pay us the sum of €150 per damaged Equipment.

Downgrade and Upgrade: Not Applicable

Renewal For assistance to renew your Agreement please get in touch with us.

Features for end-users with disabilities: Not applicable

Other relevant information

For more information on how we collect, use and share personal information see our Privacy Policy by visiting www.epic.com.mt/privacypolicy or our stores.

* Article 102(3) of Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (OJ L 321, 17.12.2018, p. 36).

epic Business Fibre 100 (Valid from 1st October 2019)

1. The epic Business Fibre 100 ('Tariff Plan') is offered by epic Communications Limited ('we') to customers ('you') subscribing to the Fibre Internet Services ('Services') under these terms and conditions ('Specific Terms and Conditions').
2. You may subscribe to this Tariff Plan as from the 24th July 2019. This version of the Specific Terms and Conditions is applicable as from 25th November 2020.
3. epic reserves the right to limit the number of plans offered to a single person/legal entity.
4. These Specific Terms and Conditions form an integral part of your Agreement for the provision of the Services included in this Tariff Plan. These Specific Terms and Conditions constitute a legally binding contract between you and us and must be read in conjunction with (i) General Fibre Fixed Services Terms and Conditions, (ii) epic Secure E-Billing Service Terms and Conditions, and any other terms and conditions that might be referred therein. . In the event of a conflict between any of these Terms, the precedence set out the in General Terms and Conditions shall apply.
5. These Specific Terms and Conditions must also be read in conjunction with epic Privacy Policy, epic Traffic Management Policy and epic Acceptable Use Policy.
6. All rates and charges quoted below are inclusive of VAT but exclusive of any other taxes, which may be applicable.
7. For the purposes of this Specific Terms and Conditions, the defined terms shall have the meaning assigned to them in the General Terms and Conditions, unless herein provided otherwise.

Bundled Fibre Internet Services & Fixed Telephony Services included in the Tariff Plan:

epic Business Fibre 100	
Fibre Internet Service	
Monthly Access Fee	€41.00
Maximum Download Speed	100 Mbps
Minimum Download Speed	100 Mbps
Service Description	TSR Download Estimate 100 Mbps TSR Upload Estimate 15 Mbps
Minimum Term	24 Months
IP allocation	Dynamic
Static IP	€2/month
Fixed Telephony Service	
Calls to any epic Local Fixed Number	Free
Calls to epic Local Mobile Number	Free
Calls to Other Local Fixed Numbers	Free
Calls to any Other Local Mobile Calls	23c per minute

International Call rates	For more information visit https://www.epic.com.mt/fixed-line-international-call-rates-b
Calls to Premium Rate Numbers	Premium Call Rate = fixed line call rate + premium rate of the call For more info on premium numbers visit https://www.mca.org.mt/articles/premium-rate-numbers-all-you-need-know

Special Promo Offer If you are subscribed to or joining one of our mobile pay-monthly plans, you can benefit from a reduced Monthly Access Fee which shall be discounted to zero (€0) Euro for a period of three (3) months ('Discounted Period') and applicable when entering into and remaining in an Agreement for a Minimum Term ('Special Promo Offer'). Upon the lapse of the Discounted Period, the full Monthly Access Fee as set out in the table above shall apply in its entirety and without any discount. This Special Promo Offer is available from 1st December 2020 until 4th April 2021 ('Promo Period'), unless further extended by us. Furthermore, during this period an installation fee of twenty-five (€25) Euro shall also apply. Should you terminate the Agreement prior to the lapse of the Minimum Term, you shall lose the benefits given during the Discounted Period, which benefits shall need to be reimbursed to us in their entirety. In accordance with Clause 9.1 of these Specific Terms and Conditions, you shall also be subject to the penalties listed in said Clause in the case of early termination.

8. Charges and Payments

8.1 You shall be charged and must pay all Charges applicable to your Services. All Charges (including but not limited to the Monthly Access Fee, rates, tariffs, charges, other fees, maintenance charges and penalties) are listed in these Specific Terms and Conditions and/or in the Schedule of Charges attached hereto.

8.2 The Monthly Access Fee will be calculated on a pro rata basis according to the date of the provision of the Services ('Commencement Date'). Any recurring Charges (such as Monthly Access Fee) will be charged in advance, together with any other Charges applicable for the previous month (e.g. charges for out of bundle usage, penalties, if applicable, etc.). You shall receive an invoice from epic indicating all applicable Charges during a given timeframe.

8.3 You are requested to apply for our secure e-billing service by providing us with your e-mail address upon subscription and you will start receiving monthly SMS notifications on your mobile number, informing you that your e-bill (invoice) has been issued. You shall be charged a monthly administrative fee of €2 per invoice if you fail to provide us with your email address.

8.4 Payment for this Tariff Plan will be via Direct Debit Mandate (unless otherwise specifically agreed with epic). Other methods of payment are subject to a monthly administrative fee of €1.50.

8.5 You shall settle your bills by the due date as indicated on your invoice, hereinafter "Due Date". Where payments are not made by such Due Date, we reserve the right to charge you a €2 late payment penalty and we may apply interest on sums due in accordance with the applicable laws.

9. Disconnection and Penalties

9.1 A penalty equal to **50% of the Monthly Access Fees (excluding additional fees) × Remaining months of the Minimum Term** shall apply if you disconnect and/or terminate the Services prior to the expiration of the Minimum Term ('Termination Penalty').

9.2 We reserve the right to terminate the Services if you are in breach of your Agreement. Provided that in such circumstances, you shall still be liable to pay the applicable Termination Penalty in accordance with Term 9.1 above.

9.3 Upon disconnection:

9.3.1. you must settle all outstanding Charges;

9.3.2. you must return all Equipment alongside with its original packaging box provided to you by us in good working condition. In default, or should this Equipment be returned damaged or faulty resulting from, but not limited to, misuse, mishandling, wilful damage by liquids, connection to unsuitable supply power, surges, lightening, tampering or service by unauthorised personnel, you will be liable to pay epic the sum of €150 per damaged Equipment.

9.3.3. we shall stop providing the Services.

10. Service Relocation

10.1 A re-location of the Services to an address other than the address of the Premises provided within your Order request is subject to a charge set out in the Schedule of Charges. It is at our sole discretion to allow for such re-location

request and you acknowledge that we may be unable to accept requests to re-locate the Services to a different address or to reject your request for any reason whatsoever. If you move to a different premises and the Services cannot, for whatever reason, be provided at your new address, you may terminate the Services by paying all amounts due, including any applicable Termination Penalty in accordance with these Specific Terms and Conditions.

11. Renewal:

11.1 You may renew your agreement either by calling customer care on 16230 or by visiting our Business Centre at our Birkirkara outlet.

12. General Terms

12.1 Upon subscribing to this Tariff Plan, you are automatically accepting to adhere to these Specific Terms and Conditions, the General Fixed Services Terms and Conditions and to any terms referred therein.

12.2 You are advised to visit our website epic.com.mt call our Customer Care on 16230, send us an email on business247@epic.com.mt or visit our Business Centre at our Birkirkara outlet to learn more about this Tariff Plan.

12.3 We reserve the right to suspend indefinitely or for a definite period, amend/alter/delete or terminate these terms and conditions at any time (collectively the 'Modifications'), by giving you a 30 calendar days' prior written notice with the proposed amendments/alterations or stating the reason for the Modifications thereof. Should you disagree with the proposed Modifications during the 30-day time-period, you shall have the right to opt-out from your Tariff Plan by informing us of your decision to this effect without incurring any penalties for early termination of your Tariff Plan, provided that the penalty for non-returned Equipment shall apply. Your continued use of the service after the expiration of the 30-day time-period signifies your acceptance of any amendment and you may incur penalties should you decide to opt-out of your Tariff Plan.

12.4 From time to time we may modify the standard settings and/or features of your Tariff Plan to offer an additional value. Such changes might include increasing your allowances or improving your connectivity speeds. In case that such changes are approved and considered to be inherently beneficial by the Malta Communication Authority in accordance with applicable laws, we will inform you about the changes by giving you a 1-day prior written notice and Term 12.3 will not apply.

12.5 Bandwidth management: In order to guarantee our network integrity, and your access to all points of the Internet even during peak hours when the traffic is particularly high, epic, whilst respecting the principle of equal treatment of traffic, reserves the right to introduce temporary and non-discriminatory traffic management measures.

Schedule of Charges & Penalties

Charges and Penalties	Price (incl. VAT)
Provisioning charges/penalties	
Charge for rejected Order due to reasons attributable to you	€20
Charge for cancelled/unsuccessful Installation	€35
Installation of additional fibre tails	€25 per extra 10 metres or part beyond the standard distance of 30 meters
Penalty Charges	
Suspension of Service – reconnection charge	€10
Charge for non-return of ONT Equipment (Fibre Terminal)	€ 150
Charge for non-return of CPE Equipment (WiFi Router)	€ 200

Early Termination Penalty (including termination due to Breach of Agreement)	50% of the Monthly Access Fees (excluding additional fees) × Remaining months of the Minimum Term
Relocation during the first 12 months	50% of the Monthly Access Fees (excluding additional fees) × Remaining months till the 12th month + €100
Relocation during the second 12 months	€100 or Free if new 24-month agreement
Other penalty charges	As applicable
Support Charges	
Support charges (Technician Support in Premises) during business hours	€25 for the first hour and €15 for subsequent hours
Support charges (Technician's support on Support in Premises) during non- business hours (incl. Sundays and Public holidays)	€30 for the first hour and €17 for subsequent hours
Cost of testing when no fault is found	€30
Payment Related Charges	
Paper copy of your itemised bill	€2 per itemised bill
Direct Debit Reversals	€5
No Direct Debit Mandate	€1.50 per month
Paper bills	€2 per invoice
Suspension of Service - reconnection charge	€10
Late Payment Penalty	€2 penalty shall apply for every invoice that is not paid within the due date stated on the invoice

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