

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:**

Mobile Voice Telephony with following Monthly Bundle	Data	Minutes	SMS
<b>Usage in Malta</b>	12GB	Unlimited to epic numbers 100 minutes to other local numbers	Unlimited to epic numbers 100 SMS to other local numbers
<b>Usage in EU</b> (Roaming in EU)		100 minutes	100 SMS
<b>Usage in Non-EU</b> (Roaming in Non-EU)	Traveller: 100 minutes to Maltese numbers/100 SMS to anyone/100 MB/Unlimited incoming calls at €6 daily in selected countries.		
<b>International Usage</b> (Malta to EU)	0	100 minutes	100 SMS
<b>If Applicable: Care Benefits / Equipment</b>	€199 Subsidy on a device		

**Speed of Internet and Remedies**

The mobile data speeds are up to **45Mbps** Upload Speed & **270Mbps** 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	€35	€40	€40
Without DDM	€36.50	€41.50	€41.50
Adding a Device	Add €5 to the above	Not Applicable	Not Applicable
Time Limited Offer	6 months free on Fibre Home Internet		

**Rates Outside the Monthly Bundle:**

Data MT/EU	Minutes From MT/EU to:				SMS From MT/EU to:	
	Zone 1	Zone 2	Zone 3	Satellite	Zone 1	Other countries
€5/500MB	€0.22c/min	€0.51c/min	€0.91c/min	€6.50c/min	€0.05c/SMS	€0.23c/SMS

**Administrative Fees**

- **Paper Copy of Itemised Bill & Paper Bills:** €3 per paper copy
- **Late Payment Fee:** €6 penalty for each invoice not paid before due date
- **Direct Debit Reversals:** €8
- **Migration to Prepaid and Tariff Downgrade:** €10 one time charge
- **Suspension of service reconnection fee:** €20 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.

**Duration, renewal and termination**

**Contract duration:** 12 or 24 Months

**Termination:** If you are terminating whilst in contract the following penalty applies: 30% of the Monthly Access Fee x remaining months. In case you benefited from a subsidised device the following penalty shall also apply: 100% of device subsidy in Year 1 & 50% of device subsidy in Year 2. This shall not exceed €200 and shall not be less than €50. In case you terminate in the last month of your Agreement, the penalty will be equivalent to your Monthly Access Fee.

**Downgrade and Upgrade:** In case of downgrade whilst in contract the following penalty applies: 30% of the difference in Monthly Access Fee x remaining months. In addition, the subsidy fee for your device in your initial contract will still apply. In the event of upgrade no penalty applies.

**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](http://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 Data Plan

1. The epic Data pay monthly tariff plan ('Tariff Plan') is offered as a promotional plan by epic Communications Limited ('we') to its new and existing customers ('you') under these terms and conditions ('Specific Terms and Conditions').
2. You may subscribe to the Tariff Plan as from the 4th December 2018. This version of the Specific Terms and Conditions is applicable as from 17<sup>th</sup> November 2020.
3. 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. They must be read in conjunction with epic General Terms and Conditions (Prepaid & Pay Monthly Services), epic Secure E-Billing Service Terms and Conditions, our Rest of World epic Traveller terms and conditions, our Quality of Service term, our 4G Service terms, and any of our other relevant terms and conditions shall also apply.
4. epic reserves the right to limit the number of Tariff Plans offered to a single person/legal entity. As from 5<sup>th</sup> March 2019, this Tariff Plan is offered by us to any new epic customers (meaning customers porting to epic Network), to customers migrating from epic pre-paid services onto this Plan or to customers whose agreements are due for renewal. For the avoidance of doubt any customers currently benefitting from other epic post-paid tariff plans shall terminate their plans in accordance with the respective applicable terms and conditions in order to subscribe to and benefit from this Tariff Plan.

## 5. Tariff Plan and Monthly Access Fee

5.1 All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.

5.2 Upon entering into a **two (2) year agreement** ('Agreement'), you can benefit from this tariff plan including monthly benefits (the 'Monthly Bundle'), at thirty-five (€35) Euros each month when choosing Direct Debit Mandate ('DDM') as your method of payment.

5.3 Upon entering into a **one (1) year agreement** ('Agreement'), you can benefit from the Monthly Bundle at forty (€40) Euros each month when choosing DDM.

5.4 If you wish to benefit from a subsidy on one of our handsets when subscribing to this Tariff Plan, you will be required to sign a **two (2) year agreement** ('Agreement') and add an additional five Euros (€5) to the Monthly Access Fee specified in term 5.2 above.

5.5 For the avoidance of doubt, once your Agreement term expires, you will continue benefitting from the Monthly Bundle on a rollover basis at forty (€40) Euros each month when choosing DDM.

5.6 If you do not choose DDM as your method of payment, an administrative fee of one euro and fifty cents (€1.50) will be added to your Monthly Access Fee indicated in term 5.2 or 5.3.

5.7 In the event that you use your mobile handset before receiving the SMS notification confirming your successful subscription to the Monthly Bundle, you shall automatically be charged according to the tariff plan you would be subscribed to prior to this subscription.

## 6. Monthly Bundle

6.1 Upon subscribing to the Tariff Plan you will benefit from the Monthly Bundle that includes:

Monthly Benefits	
<b>When in Malta</b>	
Minutes & SMS to local epic mobile and fixed numbers	Unlimited
Minutes & SMS to any other local mobile and fixed numbers	100
<b>When in the EU</b>	
Minutes & SMS to Maltese and EU mobile and fixed numbers	100

<b>Data</b>	
Data (shared in Malta and in the EU)	12GB

6.2 The above mentioned benefits included in the Monthly Bundle shall be provided on a monthly basis and any unutilised minutes/SMSs/data shall not be carried forward and will be forfeited at the end of the month.

6.3 Any usage beyond what is provided in the Monthly Bundle shall be charged at rates set out in term 7 below.

6.4 Any activity made towards local premium-rated numbers or other services will not be consumed from the Monthly Bundle and will be charged separately per the rates as set out in term 7.4 below.

6.5 For the first month of the Service, the Monthly Bundle will be allocated on a pro-rata basis. This means that you will pay a proportion of your Monthly Access Fee and you will receive a proportion of the benefits included in the Monthly Bundle, calculated based on the number of days between your sign-up date and the date of the first billing cycle.

6.6 You may check/monitor your Monthly Bundle usage for calls/SMS/data usage originating from Malta by sending a blank SMS to **16290 free of charge**. For the avoidance of any doubt, this monitoring is not available whilst roaming and on the first month of activation.

## **7. Rates Outside Monthly Bundle and Other Charges**

7.1 The rates and charges provided in this term 7 shall apply to any usage beyond what is provided in the Monthly Bundle, i.e. once you use up your monthly benefits included in Monthly Bundle, or if you use services that are not included therein.

7.2 All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.

### **7.3 Out of Bundle Rates**

<b>Service</b>	<b>Rate Outside Bundle</b>
<b>whilst in Malta</b>	
<b>Local Calls</b>	€0.25c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.25c per call
<b>Local SMS</b>	€0.05c per SMS
<b>Calls to the EU</b>	€0.22c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.22c per call
<b>SMS to the EU</b>	€0.05c per SMS
<b>Data Usage</b>	Any data usage consumed out of your data allowance will be charged at €5 per 500MB. This bundle will commence once all the data allowance within the tariff is consumed and recur indefinitely until the end of the month.
<b>International Usage</b>	Any activity beyond benefits provided in your Monthly Bundle (if any) from Malta to abroad shall be charged as per term 7.5 below.
<b>whilst in EU</b>	
<b>Calls to Malta and EU</b>	€0.25c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.25c per call
<b>SMS to Malta and EU</b>	€0.05c per SMS

<b>Data Usage</b>	Any data usage consumed out of your data allowance will be charged at €5 per 500MB. This bundle will commence once all the data allowance within the tariff is consumed and recur indefinitely until the end of the month.
<b>International Usage</b>	Any activity beyond benefits provided in your Monthly Bundle (if any) from EU towards non-EU countries shall be charged as per term 7.5 below.

#### 7.4 Rates for Other Services applicable in Malta and EU

<b>Other Services</b>	<b>Rates</b>
	Charged outside of your call minutes/SMS Bundle
Calls/SMSs to Maltese Premium Rate Numbers	Premium Call Rate = fixed line call rate + premium rate of the call Premium SMS Rate = charged at the premium rate  For more info on premium rates visit: <a href="https://www.mca.org.mt/articles/premium-rate-numbers-all-you-need-know">https://www.mca.org.mt/articles/premium-rate-numbers-all-you-need-know</a>
MMS	€0.23c per MMS to any local number when in Malta and any Malta and EU number when in EU €0.58c per MMS to an international number
Video Calls	Not consumed from your Bundle. Charged at €0.25c per minute to any local number when in Malta and any Malta and EU number when in EU.

#### 7.5 International Calls

7.5.1 The charges listed in this term 7.5 shall apply to any international usage (from Malta or from the EU) beyond any allowance included in your Monthly Bundle (if applicable). The following activity shall be charged as indicated in table below:

- Whilst in Malta: Calls/Videocalls/SMS/MMS from Malta to numbers from Zone 1, 2, 3 and 4 countries;
- Whilst in the EU: Any Calls/Videocalls/SMS/MMS from EU Zone 2, 3 and 4 shall be charged as indicated below.

<b>Zone</b>	<b>Calls &amp; Videocalls</b>	<b>SMS</b>	<b>MMS</b>
<b>Zone 1</b>	€0.22c per minute	€0.05c	€0.58c
<b>Zone 2</b>	€0.51c per minute	€0.23c	€0.58c
<b>Zone 3</b>	€0.91c per minute	€0.23c	€0.58c
<b>Zone 4</b>	€6.50c per minute	€0.23c	€0.58c

7.5.2 For more information about Countries falling under the four zones and applicable rates, kindly follow this link: <https://www.epic.com.mt/support-paymonthly> or contact our customer Care by calling 247 free of charge.

## 8. Roaming

8.1 The EU roaming benefits provided with this Tariff Plan are subject to the Fair Use Policy in line with the EU Regulations further explained under Term 13.2. [of General Terms and Conditions](#)

8.2 The Monthly Bundle provided with this Tariff Plan does not apply whilst roaming in Rest of World countries. When roaming in Rest of World countries, the Rest of World epic Traveller tariff plan together with the respective terms and conditions shall apply. This is the default tariff when roaming in Rest of World countries on this Tariff Plan. You may not opt out from the Rest of World epic Traveller tariff plan.

8.3 Call our Customer Care on 247, send an email on [247@epic.com.mt](mailto:247@epic.com.mt) or visit our website on [www.epic.com.mt](http://www.epic.com.mt) to view our Rest of World epic Traveller tariff plan terms and conditions.

## 9. Administrative charges

9.1 The following administrative charges shall apply in any of the following circumstances when subscribed to this Tariff Plan:

<b>Service</b>	<b>Applicable Administrative Charge incl. VAT</b>
Migration from this Tariff Plan to prepaid	€10 one-time charge
Paper copy of your itemised bill	€3 per itemised bill
Downgrade to another pay monthly tariff plan with lower Monthly Access Fee	€10 one-time charge
Direct Debit Reversals	€8
Suspension of Service – reconnection charge	€20
Paper bills	€3 per invoice
Late Payment Penalty	€6 penalty shall apply for every invoice that is not paid within the due date stated on the invoice

9.2 These charges cover the work involved in processing each request/payment instructions as well as any stationary costs relative thereto.

## 10. Add-On Packs

10.1. Once on this Tariff Plan, you may opt to benefit from Add-On Packs at an additional monthly fee. For more information on which Add-On Packs are available with this Tariff Plan, call 247, free of charge from your handset, visit one of our retail outlets, or visit our website.

## 11. Disconnections, Migrations and Penalties

11.1. A penalty and/or the waived cost of the subsidised handset shall apply upon disconnection and termination (prior to the expiration of your Agreement) or upon migration to another pay monthly tariff plan with a lower Monthly Access Fee.

11.2. Penalty structure for 1 year Agreements:

Termination	30% of the Monthly Access Fee x remaining months
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Downgrades	30% of the difference in Monthly Access Fee x remaining months
Upgrades/Same Level	No Penalty

### 11.3. Penalty structure for 2 year Agreements:

	<b>Year 1</b>	<b>Year 2</b>
Termination	30% of the Monthly Access Fee x remaining months	30% of the Monthly Access Fee x remaining months
Termination when benefitting from a subsidy (term 5.4)	100% of devices subsidy + (30% of the Monthly Access Fee x remaining months)*	50% of device subsidy + (30% of the Monthly Access Fee x remaining months)*
Downgrade	30% of the difference in Monthly Access Fee x remaining months**	30% of the difference in Monthly Access Fee x remaining months**
Upgrade/Same Level	No penalty**	No penalty**

\*In case you are benefitting from a subsidy on one of our handsets (see term 5.4) and you wish to terminate your Agreement, a penalty of not more than €200 and not less than €50 for a device subsidy shall apply. In case you terminate in the last month of your Agreement, the applicable penalty for termination will be equivalent to your Monthly Access Fee.

\*\* In case you are benefitting from a subsidy on one of our handsets and you wish to downgrade or upgrade your Tariff Plan, the additional subsidy fee for the handset payable in accordance with term 5.4 will be added to your new monthly access fee. If you wish to downgrade or upgrade your Tariff Plan and stop benefitting from a device subsidy, a penalty equivalent to 100% of devices subsidy during the Year 1 of your Agreement and equivalent to 50% of devices subsidy during the Year 2 of your Agreement shall apply.

## 12. Renewals

12.1 You may renew your Agreement either by calling customer care on 247, free of charge, from your handset, or by visiting one of our retail outlets. The list of our retail outlets may be found on this link: <https://www.epic.com.mt/epicstores>

## 13. Payment

13.1 You are requested to apply for our secure e-billing service by providing us with your personal e-mail address upon subscription and you will receive a monthly notification, informing you that your e-bill has been issued. If you fail to provide us with your personal email address for e-billing purposes, you shall be charged an administrative fee of €3 per invoice to refund our processing and stationary costs for issuing paper bills.

13.2 For the first month of your Agreement, the Access Fee will be calculated on a pro rata basis according to the effective date of your Agreement and shall be charged in arrears together with any out of Monthly Bundle usage. Thereafter you shall be charged the Monthly Access Fee together with any Out of Monthly Bundle usage, and shall be charged in arrears.

## 14. General Information on this Tariff Plan

14.1 When you subscribe to this Tariff Plan, you are automatically accepting to adhere to these Specific Terms and Conditions.

14.2 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 if benefitting from a device subsidy a penalty structure for a device subsidy (term 11.3) applies. 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.

14.3 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 data, voice or text 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 14.2 will not apply.

14.4 You are advised to visit our website [epic.com.mt](https://www.epic.com.mt), call our Customer Care on 247, send us an email on [247@epic.com.mt](mailto:247@epic.com.mt) or visit one of our retail outlets or authorised dealers, to learn more about this Tariff Plan.

14.5 This Tariff Plan is intended for individual (i.e. consumer) use only. For business purposes (e.g. if you are a professional or a legal entity with a valid VAT or registration number), kindly visit <https://www.epic.com.mt/business> or the Business Centre in our Birkirkara store for the equivalent business plan