

## Device Monthly Payment Scheme

1. The epic Device Monthly Payment scheme (the 'Scheme') is offered by Epic Communications Limited ('we') to its new and existing customers ('you') under these terms and conditions ('Specific Terms and Conditions'). When you subscribe to this Plan, you are automatically accepting to adhere to these Specific Terms and Conditions, [Mobile General Terms and Conditions](#) and any other relevant terms and conditions which will constitute a legally binding agreement between you and us (the 'Agreement').
2. You may benefit from this Scheme as from the 17<sup>th</sup> November 2020. This version of the Specific Terms and Conditions is applicable as from 17<sup>th</sup> November 2020.

### 3. The Scheme

- 3.1. Through the Scheme you are purchasing a mobile device (the "Device") by means of monthly payments made for a **thirty-six (36) month term** (the 'Term') unless terminated in accordance with these Specific Terms and Conditions.
- 3.2. You can benefit from this Scheme only if you subscribe to a pay monthly mobile plan offered by us which is described on our website and/or in respective pay monthly mobile tariff plan's terms and conditions as being compatible with this Scheme (the 'Eligible Plan'). In case you are already benefitting from any pay monthly mobile plan and you wish to benefit from this Scheme, you will have to terminate your current agreement in accordance with applicable terms and conditions and enter into a new Eligible Plan agreement. For the avoidance of any doubt, termination fees may apply.
- 3.3. The Agreement shall therefore commence on the same date as your Eligible Plan agreement.
- 3.4. You can select one of the following Scheme Tiers:

<u>Tiers</u>	<u>Monthly Payment</u>
Tier 1	€3.99
Tier 2	€9.99
Tier 3	€14.99
Tier 4	€19.99
Tier 5	€24.99
Tier 6	€29.99

- 3.5. You are only entitled to choose one Device and one Tier throughout the duration of the Agreement. We reserve the right to limit the choice of Tier available to you. For the avoidance of any doubt, once you sign your Agreement you will not be able to change the Tier which you opt for unless you terminate your Agreement in accordance with term 5 below and sign up to a new one.
- 3.6. The Scheme shall be paid in thirty-six (36) equal Monthly Payments (as listed in term 3.4 above), which payments are inclusive of applicable VAT but excluding any other applicable taxes. Subject to your regular payments, the Monthly Payments are interest free. You accept that the payments due in terms of your Eligible Plan and this Agreement shall be paid via direct debit.
- 3.7. In the event that the Device which you select is of a higher value than the sum of your Monthly Payments, you would be requested to pay the difference in value immediately upon signing the Agreement.

3.6. Each Monthly Payment shall appear and be charged on the same bill as your Eligible Plan for the duration of the Term (the first Monthly Payment will be charged on the following calendar month's bill).

#### 4. **Eligibility**

4.1. The Scheme is available with any Device available at our retail stores or online shop with a selling price of or higher than €143.64.

4.2. We reserve the right to accept or refuse you as our customer. Our acceptance and conclusion of the Agreement and provision of the Scheme is subject to:

- 4.2.1. our assessment of your creditworthiness;
- 4.2.2. valid proof of your identity and address and such evidence of residency in Malta, as we may require;
- 4.2.3. valid proof of a long-term commitment to reside in Malta, as we may require;
- 4.2.4. you being over eighteen (18) years of age;
- 4.2.5. valid proof of your employment;
- 4.2.6. any other documents that we may reasonably request;
- 4.2.7. truthful and accurate provision of all requested information and data at the point of placing the order, or any other additional information as we may reasonably request;
- 4.2.8. payment in advance when deemed necessary on the basis of credit rating status and history with us;
- 4.2.9. security deposit as may be reasonably required by us as a guarantee for the fulfilment of your obligations. Such deposit will be refunded to you at the end of the Agreement subject to the payment of all outstanding Monthly Payments and settlement of any other bills.

4.3. We reserve the right to carry out further credit checks and other related checks during the Term in order to safeguard our interests and ensure that you are and remain eligible for the Scheme. Should we have reasonable cause to believe that you are no longer eligible, we reserve the right to terminate the Agreement.

#### 5. **Duration and Termination and Cancellation**

5.1. The Agreement is set for the Term, unless you:

- 5.1.1. pay all outstanding balance for the Device in full prior to the end of the Term at any one of our retail stores;
- 5.1.2. cancel or terminate the Eligible Plan, in such case an automatic charge will be issued on your next bill equivalent to the remaining balance due in terms of the Monthly Payments; for the avoidance of any doubt, termination fees shall apply.

5.2. Apart from instructions by You to terminate the Agreement or your Eligible Plan, you understand that the following circumstances shall also automatically bring about the termination by you of this Agreement and that term 5 shall apply:

- 5.2.1. A request for change of ownership of your Eligible Plan;
- 5.2.2. A request to downgrade or move to a pay monthly mobile plan that is not the Eligible Plan;
- 5.2.3. A request to port-out from your Eligible Plan to another service provider; or
- 5.2.4. A request to alter your Scheme in any way.

5.3. We may suspend, restrict or terminate this Agreement and your Eligible Plan if you breach any of your obligations under the Agreement, including but not limited to persistent late or non-payment of your Monthly Payments.

5.4. Unless otherwise indicated by us within our sole and exclusive discretion, any termination under this term shall require you to pay the outstanding Monthly Payments in full and a €50 termination fee upon notification of termination by you or by us and you bind yourself to pay such outstanding amount in full without delay.

5.5. We reserve the right to pass on any liability arising out of this Agreement to third parties, including international debt collection agencies, without prior notice to you.

5.6. In the event that you fail to pay the Eligible Plan Monthly Access Fee and/or the Monthly Payment for two (2) consecutive months, we reserve the right to deactivate your Device. In order to re-activate your Device you would need to pay any

outstanding amount in full, an administrative fee of €20 and any other termination or administrative charges as applicable with your Eligible Plan.

## 6. **General**

- 6.1. Once we provide you with the Device, ownership of the Device is transferred to you. This means that it is your responsibility for proper care and diligent use of the Device, battery and any other accessories provided with the Device throughout the Term. It is also your sole responsibility that the Device is used in a manner consistent with the manufacturer's recommendations and instruction manuals.
- 6.2. You will still be responsible to pay all remaining Monthly Payments for the Term if the Device is damaged, lost or stolen or if the Device develops a fault and we shall not be held liable in any such case. Faults developed during the statutory guarantee period shall be handled in accordance with obligations at law.
- 6.3. We reserve the right to suspend indefinitely or for a definite period, amend/alter/delete or terminate these terms and conditions or the Scheme at any time at our sole discretion.
- 6.4. You are advised to visit our website [epic.com.mt](http://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 Scheme.