

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
Usage in Malta	12GB	Unlimited to epic numbers 100 minutes to other local numbers	Unlimited to epics numbers 100 SMS to other local numbers
Usage in EU (Roaming in EU)		100 minutes	100 SMS
Usage in Non-EU (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.		
International Usage (Malta to EU)	0	100 minutes	100 SMS
If Applicable: Care Benefits / Equipment	€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
	2 Lines	3 Lines	4 Lines		
With DDM	€30	€20	€15	Not Applicable	€40
Without DDM	€31.50	€21.50	€16.50	Not Applicable	€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 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 Family Data Plan

1. The epic Family Data Plan ('Family Plan') is offered by epic Communications Limited ('we') to its new and existing customers ('you', 'line owner', 'individual') under these terms and conditions ('Specific Terms and Conditions'). The Family Plan consists of a combination of monthly epic Data monthly tariff plans (each 'Tariff Plan'/'line'), which are available as a Family Data (Eco) and/or Family Data (Device). This Family Plan is offered by us to any new epic customers (meaning customers porting to epic Network), 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 and pay applicable penalties in order to subscribe to and benefit from this Tariff Plan.
2. You may subscribe to the Tariff Plan as from the 6th November 2019. This version of the Specific Terms and Conditions is applicable as from 17th 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 (i) epic General Terms and Conditions, (ii) epic Secure E-Billing Service Terms and Conditions, (iii) Rest of World epic Traveller, (iv) Quality of Service term, (v) Acceptance Usage Policy, (vi) Traffic Management Policy and any other terms and conditions that might be referred therein. In the event of a conflict between any of the terms these Specific Terms and Conditions supersede the other terms and the applicable precedence thereafter shall be the order in which the terms are mentioned in this term 3 (highest level of precedence first).
4. General Provisions:
 - 4.1 The discounts and other benefits of the Family Plan are available only to customers that are residing in the same household and are subscribed to the same Family Plan, under the following conditions:
 - 4.1.1 There can be a maximum of four (4) lines (subscriptions) under the same household;
 - 4.1.2 All lines have to be subscribed to the same Tariff Plan (e.g. there cannot be two lines on Family Data and two lines on Family Super);
 - 4.1.3 All lines need to be activated with the same Family Customer Code referred to as Passcode ('Passcode'). This passcode is provided by us upon the activation of the first line and needs to be provided to us in case of any new line activations to or removals from the Family Plan as explained further in term 4.3 below or view details on the Family.
 - 4.1.4 All lines are owned by individual/s residing at the same valid household address. Your obligation is to promptly notify us of any change of address as explained in term 6 of the [General Terms and Conditions](#).
 - 4.1.5 Each line owner is obliged to use the Family Plan for personal purposes. This Plan is intended for private, personal, and legitimate consumer purposes only in accordance with Specific Terms and Conditions. Failure to adhere to the [Acceptance Usage Policy](#) or to any of the above points may lead to loss of, or restriction to your service.
 - 4.2 epic reserves the right to limit the number of Tariff Plans and/or Family Plans offered to a single person/legal entity.
 - 4.3 **How to activate, add or remove a line:**
 - 4.3.1 **Activation:** Individual/individuals can activate the Family Plan by visiting one of our epic Stores or through our Telesales agents and subscribing the Tariff Plans available under the Family Plan. The first line owner will be provided with the Passcode.
 - 4.3.2 **Adding a line:** An individual who would like to join the Family Plan should visit one of our epic Stores and present the Passcode. In case all conditions set out in term 4.1 above are met, the line is activated on the Family Plan and all other lines subscribed to the same Family Plan will be notified accordingly and will start to benefit from a Discount in accordance with Table 1 below.
 - 4.3.3 **Removing a line:** An individual who would like to be removed and stop benefitting from the Family Plan should visit one of our epic Stores and present the Passcode. The individual requesting to be removed should follow the termination process as explained in term 11.2 below. Upon a removal of the

line/s from a Family Plan, all other line owners subscribed to the same Family Plan will be notified accordingly and will benefit from lowered discount in accordance with Table 1 below.

4.3.4 **Line replacement in case of removal:** Should any line owner port-out or remove his line, you will be given the opportunity to replace the removed line, free of charge, and to continue benefitting from this Agreement. In case you do not find a suitable replacement at time of the line removal, you shall be migrated to a lower discount in accordance with term 4.3.3 above.

4.3.5 **Change in number:** Throughout this agreement you are only allowed perform a change in number one (1) time and a fee of fifty-euros (€50) is applied.

4.3.6 For the avoidance of any doubt, upon signing this agreement you are accepting that individuals fulfilling all conditions set out in term 4.1 above, can be added or removed to your Family Plan without your consent. epic will notify all other line owners subscribed to the same Family Plan about such change.

4.4 Once you sign this Agreement you automatically agree that certain basic information and details related to your Family Plan (e.g. Agreement term, number of line owners subscribed to the Family Plan, Passcode) will be available to other line owners. This excludes any personal data related to you or to your individual line, unless we receive your explicit consent.

4.5 You have the obligation to keep the Passcode safe and secure. epic will not be responsible for loss or theft of this Passcode and shall not be responsible for any usage of the Passcode that is done without your authorisation.

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'), as explained in the table 1 below:

	SIM Only (Eco)	Device
1 Line Single line is charged in accordance with epic Data Terms and Conditions and discounted as per term 5.3 below (Here)	€35	€40
Family Price Points and Discounts For the avoidance of any doubt, Family Discounts will be applied or removed compared to the single line price depending on the number of lines your Family Plan is active on.		
2 Lines (€5 discount/line)	€30/line	€35/line
3 Lines (€15 discount/line)	€20/line	€25/line
4 Lines (€20 discount/line)	€15/line	€20/line

Table 1: Prices Matrix

5.3 If you wish to benefit from this Tariff Plan, you will be required to sign a **two (2) year agreement** ('Agreement'). The full Monthly Access Fee of the individual Tariff Plan is at forty Euros €40. For the duration of your Family Plan, i.e. with at least one line with an unexpired Agreement term, you will benefit from a discount as specified in Table 1 above.

In case of choosing the Device Tariff Plan you need to add an additional five Euros (€5) to the Monthly Access Fee specified in term Table 1 above.

5.4 Once your Agreement term expires and your Family Plan is still active, you will continue benefitting from the Monthly Bundle on a rollover basis at thirty-five (€35) Euros each month when choosing Direct Debit Mandate ('DDM'). For the avoidance of any doubt, once all Agreements under one Family Plan expire, you will lose all Family Plan discounts and all Tariff Plans will be charged the full Monthly Access Fee of forty (€40) Euros.

5.5 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.

5.6 In the event that you use your mobile handset before receiving the SMS notification confirming your successful subscription to the Tariff Plan, 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	
When in Malta	
Minutes & SMS to local epic mobile and fixed numbers	Unlimited
Minutes & SMS to any other local mobile and fixed numbers	100
When in the EU	
Minutes & SMS to Maltese and EU mobile and fixed numbers	100
Data	
Data (shared in Malta and in the EU)	12GB

Table 2: Monthly Benefits

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.

7. Rates outside Monthly Bundle and Information on 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:

Service	Rate Outside Bundle
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Whilst in Malta

Local Calls	€0.25c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.25c per call
Local SMS	€0.05c per SMS
Calls to the EU	€0.22c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.22c per call
SMS to the EU	€0.05c per SMS
Data Usage	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.
International Usage	Any activity beyond benefits provided in your Monthly Bundle (if any) from Malta to abroad shall be charged as per term 7.5 below.

Whilst in EU

Calls to Malta and EU	€0.25c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.25c per call
SMS to Malta and EU	€0.05c per SMS
Data Usage	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.
International Usage	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

Other Service	Rates
Calls/SMSs to Maltese Premium Rate Numbers	Charged outside of your Monthly Bundle 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 numbers click here .
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 any international number when in Malta

Video Calls
Not consumed from your Monthly Bundle.
€0.25c to any local number when in Malta and any Malta and EU number when in EU.

7.5 International Usage

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:

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

Zone	Calls & Videocalls	SMS	MMS
Zone 1 – EU Countries	FREE	FREE	€0.58c
Zone 2	€0.51c per minute	€0.23c	€0.58c
Zone 3	€0.91c per minute	€0.23c	€0.58c
Zone 4	€6.50c per minute	€0.23c	€0.58c
Selected Countries	€0.25c per minute	€0.05c	€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 Send an email on 247@epic.com.mt. Visit our website on www.epic.com.mt or call our Customer Care on 247, 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:

Service	Applicable Administrative Charge incl. VAT
Migration from this Tariff Plan to prepaid	€10 one-time charge
Paper copy of your itemised bill	€3 per itemised bill
Migration to another pay monthly tariff plan other than Family Plans	€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 associated with such processing, therefore the Administrative charges are to be paid over and above any penalties payable in accordance with these Specific Term and Conditions.

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. Migration, Termination, Cancellation and Penalties

11.1. Migrations:

11.1.1 Between different Family Plans (e.g. from Family Data to Family Super)

- a. For the avoidance of any doubt, the family plan is only migrated to another Tariff Plan/Family Plan if all the line owners active on the same Family Plan give their consent and approve this such migration.
- b. **Upgrade Migration** (to a higher Monthly Access Fee per line) – No penalties should apply. In the event that you are subscribed to a Tariff Plan with a device you will be migrated to the device Tariff Plan and will charge the applicable device charge as per your new terms and conditions. Alternatively, you can pay the device penalty as explained in term 11.2 below, and benefit from a new handset or eco monthly access fee.
- c. **Downgrade Migration** (to a lower Monthly Access Fee per line) – Downgrade penalties (including the device penalty) should apply as explained in term 11.2 below.

11.1.2 To another Pay Monthly Tariff: (e.g. Family Data to an epic Plan)

- a. Migration to any other pay monthly plans offered by us which are not offered under our Family Plan should be treated as removal i.e. termination further explained in term 11.2 below. This includes any applicable penalties. In case you are migrating from a Standalone Tariff to an epic Family plan you shall also pay the applicable penalties which include migration fees.

11.2. Termination

11.2.1 Any termination will be treated as a line removal in line with term 4.3.3, i.e. the discount will be adjusted in accordance with the number of lines connected to the Family Plan, kindly refer to Table 1 above.

11.2.2 A device penalty on a subsidised handset shall apply upon disconnection and termination (prior to the expiration of your Agreement) or upon Migrations as per term 11.1.

11.2.3 Penalty structure for 2 year Agreements. For the avoidance of any doubt this penalty applies to each line owner individually:

	Year 1	Year 2
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 your new applicable terms and conditions 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>

12.2 We do not guarantee that the Agreement can be renewed under the same terms after its expiry.

12.3 Upon expiry of the Agreement you may subscribe to a new tariff plan at that time offered by us.

13. Payment & Billing

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.

13.3 In the event that you add or remove a line during the calendar month the Monthly Access Fee will be allocated on a pro-rata basis. This means that you will pay a proportion of your Monthly Access Fee with the initial discount and a

proportion of the new Monthly Access Fee discounted in accordance with the new number of lines. The proration is calculated based on the number of days between the change date and the date of the first billing cycle.

13.4 In the event that invoice/s are not being paid by any line owner within the stipulated due date, we reserve the right to restrict, suspend, and/or disconnect the line. Upon suspension of service, we shall apply administrative charges in accordance with term 9 above and all other line owners shall be migrated to a lower discount as per term 5.2.

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) 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 Mobile data speeds may vary from time to time due to contention ratios on the network and other factors outside our control, which include dependency on the network coverage as well as on your device.

14.5 You are advised to visit our website epic.com.mt, call our Customer Care on 247, send us an email on 247@epic.com.mt or visit one of our retail outlets or authorised dealers, to learn more about this Tariff Plan.