

epic Supreme Plan

Your Monthly Benefits	
In Malta: Minutes & SMS to all local epic mobile numbers	Unlimited
In Malta: Minutes & SMS to all local and EU numbers	Unlimited
Internet on your mobile to be used in Malta and in EU	7GB (+3GB FREE Promo)
Incoming Calls in Malta and when travelling in EU	FREE
In EU: Minutes & SMS to all EU and local numbers.	FREE
Usage whilst travelling in Rest of World countries	Traveller in selected countries (100mins to Maltese numbers/100SMS to anywhere/100MB/Unlimited incoming calls for €6/day) Rates per MB, SMS and per minute apply in the remaining non-EU countries.
Care Pack	1 Handset Repair or Replacement
Monthly Access Fee	€85 (+€20 when opting for a device worth €599)
Monthly Access Fee without Direct Debit Mandate	€86.50 (+€20 when opting for a device worth €599)

1. The epic Supreme pay monthly tariff plan is offered by epic Communications Limited ('we') to its new and existing customers ('you'). epic reserves the right to limit the number of Red Supreme monthly tariff plans offered to a single person/legal entity.

2. You may subscribe to the epic Supreme Plan as from the 20th January 2016. This version of the terms and conditions is applicable as from 17th November 2020.

3. These terms and conditions 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 Supreme Plan (the 'Tariff Plan')

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

4.1. Benefit from the below bundle (the 'Bundle'), at eighty-five (€85) Euros each month ('Monthly Access Fee') when choosing Direct Debit Mandate ('DDM') as your method of payment and upon signing a two (2) year agreement - ("Option 1"). If you do not choose

DDM as your method of payment, your Monthly Access Fee shall be of eighty-six euros and fifty cents (**€86.50**). This will entitle you to the below benefits on a monthly basis:

Local Usage:

4.1.1. Unlimited minutes to all local fixed and mobile numbers;

4.1.2. Unlimited SMSs to all local mobile numbers;

4.1.3. Free minutes to EU numbers*

4.1.4. Free SMS to EU numbers*

*The amount of calls and SMSs to EU are being provided for personal use should not exceed your average domestically consumed usage for calls and SMSs calculated over the previous two (2) months of your Agreement. In the event that you are within the first two (2) months of your Agreement and should your usage be determined as being abusive and not in line with the standard average domestic usage patterns of the Maltese population, then epic reserves the right to charge such excessive usage at the Out of Bundle rates of €0.25c per minute, charged for the 1st 30 seconds and per second thereafter and €0.05c per SMS.

Usage whilst abroad in EU:

4.1.5. Free incoming calls

4.1.6. Free minutes to Malta and EU

4.1.7. Free SMS to Malta and EU

Data

7GB Internet on Your Mobile to use in Malta and in EU

*Customers renewing and/or subscribing onto this Tariff Plan between June 2017 and February 2018 will benefit from an extra free data add-on, i.e. an additional allowance of 3GB each month starting from the date of the renewal and/or subscription onto the Tariff Plan (the 'Additional Data Allowance'). The Additional Data Allowance, is available to be used up until the end of the 24-month agreement, irrespective when you start benefitting for the Additional Data Allowance during that month. Any unutilised data at the end of each month shall not be carried forward to the following months. This additional allowance will be shared whilst roaming in the Zone 1 - EU Countries. Kindly see term 5 for charges on your usage whilst roaming in Zone 2, 3 and 4.

These roaming benefits are subject to the Fair Use Policy in line with the EU Regulations further explained under clause 13.2. of General Terms and Conditions (Prepaid & Pay Monthly Plans).

The above-mentioned Bundle benefits shall be provided on a monthly basis and any unutilised benefits at the end of the month shall not be carried forward to the following months.

4.2. 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** and add an additional twenty (**€20**) Euros to the Monthly Access Fee specified in term 4.1 above – ("Option 2")

4.3. Subscribe to this Tariff Plan on a **one (1) year agreement** at a Monthly Access Fee of one hundred and five (**€105**) Euros when choosing DDM as your method of payment. If you do not choose DDM as your method of payment, your Monthly Access Fee shall be of one hundred and six euros and fifty cents (**€106.50**).

5. Rates outside Tariff Plan and Information on Charges

5.1. Any usage beyond what is provided in the Bundle for this Tariff Plan shall be charged at the rates provided in this term 5 as outlined below.

5.2. All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable. You may check/monitor your Bundle usage for calls/SMS/data usage originating from Malta by sending an **SMS to 16290 free of charge**. For the avoidance of any doubt, this does not apply whilst roaming.

Out of Bundle Rates

Service

Rate Outside Bundle

Local & EU Roaming
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

Calls to Rest of World numbers whilst roaming in EU countries

Same calling charges apply as per Table 1 below.

Rates for Other Services applicable in Malta and EU

Other Services	Rates
	Charged outside of your call minutes/SMS Bundle
Calls/SMSs to 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: https://www.mca.org.mt/articles/premium-rate-numbers-all-you-need-know
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.

5.3. Calls and SMSs from Malta to numbers originating from EU countries shall be charged as per Table 1 below once the Bundle has been exhausted. Videocalls and MMS from Malta to numbers originating from EU countries shall be charged as per Table 1 below. Calls/Videocalls/SMS/MMS originating from Malta to numbers from Zones 2, 3 and 4 countries listed below shall be charged as indicated in Table 1 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

Table 1: International Rates

5.4. 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.

6. Rest of World Roaming

6.1. The 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.

6.2. Call our Customer Care on 247, send an email on 247@epic.com.mt or visit our website on www.epic.com.mt to view our Rest of World epic Traveller tariff plan terms and conditions.

7. Administrative charges

The following are the administrative charges that 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	€3 one-time charge
Removal of an Add-On/Value Added Service as long as this is not tied to a penalty	€3 per add-on/value added service removal
Paper copy of your itemised bill	€3 per itemised bill
Downgrade to another pay monthly tariff plan with lower Monthly Access Fee	€3 one-time charge
Twin SIM functionality	€10 per month
BES (Blackberry Enterprise Server)	€13 per month
Direct Debit Reversals	€5
Suspension of Service – reconnection charge	€10
Paper bills	€2 per invoice
Late Payment Penalty (applicable for customers subscribing to this Tariff Plan as from the 1st October 2016)	€2 penalty shall apply for every invoice that is not paid within the due date stated on the invoice

Administrative charges that shall apply in any of the following circumstances when subscribed to this Tariff Plan:

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

8. Care Pack for your Smartphone - Applicable to those of you subscribed to Option 2 (Term 4.2)

8.1. Once subscribed to Option 2 of this Tariff Plan, you will benefit from a care pack for your device. This will entitle you to have your handset repaired for free, or to get a replacement in case of out of warranty malfunction, including but not limited to screen damage and malfunction, but excluding liquid damage. Theft and loss are not covered by the care pack. You are entitled for one (1) free repair or replacement for the duration of your contract.

epic shall not be liable for the:

8.1.1. Restoration or reinstallation of any programs and/or data on the device following the service or replacement, other than the software supplied with the device by the manufacturer at the time of purchase; and/or

8.1.2. Interoperability or compatibility issues that may arise when your device software or device options are not supported by the manufacturer of the device.

8.2. You shall ensure that prior to the handing over of your handset for service and/or replacement:

8.2.1. You would already have removed any confidential information of a proprietary and/or personal nature from the said device; and

8.2.2. You would have already carried out all necessary backups of all programs, information and data, and you have removed the SIM Card/s and all removable accessories, external devices, media, memory cards, sticks, chips and their contents from the device.

8.3. Should you fail to remove any such data and/or removable accessories listed in Term 8.2 above, you acknowledge that you are doing so at your own risk and that we shall not be held liable for any loss or damages which may ensue.

8.4. Support, Repair and Replacement: In the event that the device requires off-site repairs, the after sales representative shall provide you with a loan phone and shall deliver your device to our after-sales service centre. Once repaired, we will notify you that it is available for collection by not later than fifteen (15) days from receipt of said notification. Failure to collect your repaired device within the stipulated time-frame, shall automatically give us the right to dispose of the repaired device as we deem necessary without further notification. Alternatively, you may benefit from our 'drop-off' service, free of charge. In this case, we will deliver the repaired device onsite.

8.5. Replacement of the device shall be at our sole discretion.

8.6. General: A replaced/repaired handset will be given a 90-day warranty period if the remainder of the original warranty period is less than 90 days and this subject to the conditions laid down in the Limited Warranty.

9. Add-On Packs

9.1. 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 www.epic.com.mt.

10. Disconnections, Migrations and Penalties

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

Penalty structure for 1-year tie-ins

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

Penalty structure for 2-year tie-ins – Applicable for Options 1 & 2

	Year 1	Year 2
Termination - Option 1	30% of the Monthly Access Fee x remaining months *	30% of the Monthly Access Fee x remaining months *
Termination - Option 2	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 - Options 1 & 2	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 - Options 1 & 2	No penalty	No penalty

If you wish to terminate an Option 2 contract, a penalty of not more than €700 and not less than €150 will apply. If terminating the Option 2 contract in the last month of your contract, the applicable penalty for termination will be equivalent to your Monthly Access Fee.

11. Payment

11.1. For the first month of your Agreement, the Monthly 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 Bundle usage. Thereafter you shall be charged the Monthly Access Fee as per term 4 above together with any Out of Bundle usage, and shall be charged in arrears.

12. Renewals

You may renew your agreement upon expiry 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. General Information on this Tariff Plan

13.1. If you do not use up the allocated Bundle within any given month, the remaining minutes/SMSs/data will not be carried forward to the following month.

13.2. All charges deriving from these Tariff Plans are inclusive of VAT but are exclusive of excise tax.

13.3. 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 plan you would be subscribed to prior to this subscription.

13.4. 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 start receiving a monthly SMS notification, informing you that your e-bill has been issued. You shall be charged a monthly administrative fee of €2 per invoice if you fail to provide us with your personal email address.

13.5. If you opt to choose a mobile phone that exceeds the subsidised value, a deposit equivalent to 3 months access fee of your Tariff Plan, is required upon subscription.

14. General Terms and Conditions

14.1. Upon subscribing to this Tariff Plan, you are automatically accepting to adhere to these terms and conditions.

14.2. 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. The list of our retail outlets may be found on this link: <https://www.epic.com.mt/epicstores>

14.3. 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') and for any valid commercial, technical or operational reason, by giving you a 30-day 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 this Tariff Plan without incurring any penalties by informing us of your decision to this effect. You may incur penalties should you decide to opt-out after the expiration of the 30-day time-period.