

These Terms and Conditions regulate the access and use of epic Communications Limited's website, including but not limited to the 'epic' portal ('Website') and network. By accessing the Website, you (the 'user'/'customer'/'your') are hereby agreeing with these Terms and Conditions.

For the General Terms and Conditions, and terms and conditions for products and services follow this link: <https://www.epic.com.mt/tc-general>

Website Use

This Website may be accessed without you logging in, anonymously; however, there are certain parts of the Website which can only be accessed if you have a User Name and Password (for which you must be 18 years of age or older to register and access).

The information provided must be truthful and you are responsible for the security of your User Name and Password. epic Communications Limited ('We'/'Our'/'epic Communications') may, if it deems necessary, suspend or terminate your account at any time with or without notice.

You must treat the information as being confidential, and as such, you must not disclose it to any third party. You are solely responsible for your use of the Website, and any content you transmit or receive over Our Website/network to the full extent permitted by law. Furthermore, you are solely responsible for any abuse or third-party use of your account.

Illegal or Harmful Conduct

Access and use of the Website is only permitted for lawful purposes, and you are solely responsible for any data which you send, receive, access, store or upload via Our Website/network. Any material which violates any applicable laws is prohibited. Moreover, the following is a non-exhaustive list of what is prohibited and illegal:

- Infringement of Intellectual Property ('IP') rights or other proprietary rights.
- Any offensive or defamatory material
- Any fraudulent conduct or abusive use of the Website
- Failure to abide with any third-party network or website policies; meaning any violation of rules set out and applicable to third-party network
- Falsification or impersonation: the information provided must be truthful, and as such you cannot create an alias, impersonate, misrepresent, and create a false identity for the purposes of deceiving others.
- Harmful content: the dissemination and posting of content that is deemed to be harmful to the Website/network and other users of the Website/network.
- Infringement of data protection law.

Electronic Communications

Spam, chain mail, empty messages, unsolicited communications, messages with no substantive content, very large messages that may disrupt the network, phishing messages, may not be distributed, published or sent over our Website/network.

Network Security and Integrity

Violation of the security of Our Website/network, may give rise to civil and criminal liability, and as such, We are obliged to investigate any violation. By using the Website you are agreeing with

these Terms and Conditions, and in the case that there is a suspicion of any criminal or unauthorized activity, we reserve the right to cooperate with law enforcement authorities.

Submission of Ideas

Comments regarding the Website, products and services are welcome. We are however under no obligation to review any submissions. You agree that any submissions of any nature including but not limited to creative artwork, feedback, samples or other works, will automatically become the property of epic Communications, without any compensation owed to you. We may use or re/distribute your submissions and their contents for any purpose and in any way, without any obligation to keep any of the submissions confidential.

Disclosure of Information and Privacy

We hereby declare that the personal information that we may process shall only be used in connection to the purposes stated herein and in our Privacy Policy (which can be found in full on our website: www.epic.com.mt/privacypolicy or in any epic store). For full details on how epic collects, uses and shares personal information including your data protection rights please see our Privacy Policy. In case of queries please get in touch by contacting us on 247@epic.com.mt or by visiting any epic store

Permissions

You may store on your personal computer or print copies of extracts from the Website for your personal and non-commercial use only. You may not “mirror” or cache information provided via this Website on your own server, copy, adapt, modify or re-use the text or graphics from this Website without Our prior written permission.

Web Accelerators

The use of httpd accelerators is permitted provided the accelerator checks the epic Communications site for consistency whenever a page is accessed.

Linking Our Website

Linking to our Website is permitted provided that this is done in a legal and fair manner, and in a way which does not damage Our reputation or otherwise breach these Terms and Conditions. Linking cannot be used in any way that would imply Our endorsement, or that of any third party to Our products or services.

Trademarks

The word or mark “epic” however represented, including stylise representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, used on this Website are the trademarks of Monaco Telecom or one of its holding or associated companies including epic Communications.

For the avoidance of any doubt, nothing on this Website shall be construed as granting a license or right of use of epic’s trademark, without Our prior written permission.

Warranties

We cannot guarantee that the Website shall be fault-free, and that there will be no disconnections or errors in accessing the Website or its contents, nor that it is updated. Material on the server may include technical inaccuracies or typographical errors. To the fullest extent permitted by law Your use of Our Website is at your own risk, and we make no representations that the Website will be error free or that any content, software, or other material accessible from this Website/network is free of viruses or other harmful components.

Disclaimer

The Website is being provided as is. We make no representations or warranties, expressed or implied, or assume any legal liability (to the fullest extent permitted by law) or responsibility for the accuracy or completeness of any information contained on this Website.

Third Parties

epic Communications and its holding and affiliated companies assume no responsibility for material created or published by third parties that are referenced by a link from this Website or which may be linked to this site. epic Communications cannot guarantee the absence of viruses and other elements of third-party links that may result in the alteration of the hardware or software, any files or documents in the user's computer, and to the fullest extent permitted by law excludes any liability for the damage to data of whatever class because of third party links.

Modification of Agreement

We reserve the right to modify, reject or eliminate any content, and conditions of access of the Website at any time without notification. These Terms and Conditions may be changed at any time without prior notice and you are advised to check Our Website regularly for any changes.

Indemnification

You agree to indemnify, defend and hold harmless epic Communications, its employees, directors, officers, agents, business partners, affiliates, contractors, distribution partners and representatives from and against any and all third party claims, demands, liabilities, costs or expenses, arising from, or related to, any breach by you of any of these Terms and Conditions or applicable law.

Governing Law

These Terms and Conditions are made in, governed by and subject to the Laws of Malta. You are hereby submitting to the exclusive jurisdiction of the Courts of Malta in relation to legal proceedings arising out of or in connection with these Terms and Conditions.