

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>	500MB	Unlimited to epic 50 mins to local numbers	Unlimited to epic 50 SMS to local numbers
<b>Usage in EU</b> (Roaming in EU)		50 minutes	50 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	50 minutes	50 SMS
<b>International Usage</b> (Malta to Non-EU)	0	0	0
<b>If Applicable: Care Benefits / Equipment</b>	Smart Kids Watch		

**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	€4.99	Not Applicable	€4.99
Without DDM	€6.49	Not Applicable	€6.49
Adding a Device	Add €75 one time payment for the device	Not Applicable	Not Applicable
Time Limited Offer	€1.99/month + Free device with Family Plans		

**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 free or discounted device upon termination of this Tariff Plan you must pay the full Device price or the difference of the full and discounted device price. In case you terminate in the last month of your Agreement, the penalty will be equivalent to your Monthly Access Fee.

**Downgrade and Upgrade:** During your 2-years Agreement, you cannot migrate to another tariff plan and any such migration would be treated as a termination

**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.

# Kids Watch

1. The Kids Watch pay monthly tariff plan ('Tariff Plan') is offered by **epic Communications Limited** ('we') to its new and existing customers ('you') under these terms and conditions ('Specific Terms and Conditions'). **The Tariff Plan can be exclusively sold together with the Kids Watch ('the Device')**.
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 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](#)**, the Device Terms and Conditions (available in the Device package) and any of our other relevant terms and conditions shall also apply.

## 4. The Device and General Tariff Terms:

4.1 You can purchase the Tariff Plan from our retail stores. Upon the purchase of this [Tariff Plan](#), you will receive a new SIM Card and the Device. To be able to make use of the Tariff Plan, you need to insert the SIM Card in the Device.

4.2 You are solely responsible for the Device and for all activity carried out on the Device on the SIM Card. We are not responsible for any misuse of the Device, Tariff Plan and App (as defined in term 4.3 below). Whilst using the Device or the Tariff Plan, you must abide by our [Acceptance Usage Policy](#). You also agree to use the Tariff Plan exclusively for the purpose for which it is intended. Failure to adhere to the Acceptance Usage Policy may lead to loss of, or restriction to your service.

4.3 In order to make use of the Tariff Plan, you must download the third party application MyKi Watch ('App') onto any compatible equipment such as a mobile phone, tablet and/or laptop. You must read the applicable Device and App privacy policy before downloading the App. For the avoidance of any doubt, **epic** does not own or have any connection to such third party and its related policies and therefore, it is not responsible for any personal data collected, used or shared by such third party and for any consents or any other handling of your personal information by said third party.

4.4 Notwithstanding the above, **epic** will process your personal data in accordance with **epic [Privacy Policy](#)**, for the provision of this Tariff Plan. By default, you will not receive any marketing messages on the number subscribed to this Tariff Plan. Furthermore, any service related messages will be sent to the email address provided by you to us in accordance with term 13.3.

4.5 After the App installation described in term 4.3, you must also pair the App with the SIM Card which is inserted in the Device. In order to help you with the App installation and the Device activation, follow the instructions provided with the Device package or visit our website.

4.6 In making use of the Tariff Plan, you are accepting that you are solely responsible to abide by all applicable data protection laws governing the privacy of third parties. In particular, you agree to take all reasonable measures to ensure that the Device's tracking ability is kept safe from unauthorised access.

4.7 You should ensure that you implement password or other security measures on any equipment on which you will be installing the App. If you are no longer using said Device or if the Device is no longer in your possession, it is your responsibility to delete all information from the Device or from the App.

4.8 This Tariff Plan is intended for individual (i.e. consumer) use only. **epic** reserves the right to limit the number of Tariff Plans offered to a single person.

## 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 If you wish to benefit from this Tariff Plan, you will be required to sign a **two (2) year agreement** ('Agreement'). Upon entering into a **two (2) year Agreement**, you can benefit from this Tariff Plan including monthly benefits (the 'Monthly Bundle'), at four euros and ninety-nine cents (**€4.99**) each month when choosing Direct Debit Mandate ('DDM') as your method of payment. Furthermore, a device charge of seventy-five euros (**€75**) shall apply.

**Special Promo Offer:** If you are subscribed to one of our Family Plans, you can benefit from this Tariff Plan including monthly benefits (the 'Monthly Bundle') at one euro and ninety-nine cents (**€1.99**), each month when choosing Direct Debit Mandate ('DDM'), as your method of payment, for the duration of your Agreement and from a free Device

('Special Offer'). This Special Offer is available from 15th July 2020 until 31st January 2020, unless further extended by us.

5.3 For the avoidance of doubt, once your Agreement term expires, you will continue benefitting from the Monthly Bundle on a rollover basis at four euros and ninety-nine cents (**€4.99**) each month when choosing DDM.

5.4 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.

## 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	50
<b>When in the EU</b>	
Minutes & SMS to Maltese and EU mobile and fixed numbers	50
<b>Data</b>	
Data (shared in Malta and in the EU)	500MB

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 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
<b>Whilst in Malta</b>	
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.

#### **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="#">here</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 Monthly 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 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 Zone1, 2, 3 and 4 countries;
- b. 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 per minute	€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>
Paper copy of your itemised bill	€3 per itemised bill
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. **The following penalties shall apply upon disconnection and termination (prior to the expiration of your 2-year Agreement):**

	<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

11.2. Should you benefit from a free or discounted Device (refer to the full Device Price in term 5.2, upon termination of this Tariff Plan you must pay the full Device price or the difference of the full and discounted Device price.

11.3. During your 2-year Agreement, you cannot be migrated to another tariff plan and any such migration would be treated as a termination as per term 11.1.

#### 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 required to apply for our secure e-billing as explained in term 6.7 above 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.

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 This Tariff Plan is offered exclusively with e-billing as the default invoicing method. This means that when subscribing to this the plan, you would need to provide us with a valid email address which we will send billing information and service notification on. We shall not be responsible for a failure of receiving any notifications due to incorrect or invalid email address provided by you.

#### 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](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 Tariff Plan.