

Mobile General Terms and Conditions

1. General Conditions

1.1. These Mobile General Services Terms and Conditions ('Terms and Conditions') govern the provision and the use of the epic post-paid, prepaid and data mobile services and any other additional services which might be offered by us (herein collectively referred to as 'Service/s'). These constitute a legally binding agreement (the 'Agreement') between Epic Communications Limited ('we') and the Customer ('you'). These Terms and Conditions form an integral part of your Agreement for the Services, together with the following documents, and any other terms and conditions or documents referred therein (as applicable):

- Order Form/Sign-up Form ('Order');
- Special or promo offer Terms and Conditions, if applicable;
- Service Specific Terms and Conditions;
- [Secure E-Billing Service Terms and Conditions](#)

In the event of a conflict between these Terms and any of the documents listed above, the documents shall prevail in the order of precedence set out above (highest level of precedence first). These Terms and Conditions must also be read in conjunction with [epic Privacy Policy](#), [epic Traffic Management Policy](#) and [Acceptable Use Policy](#). Your Agreement shall commence upon our acceptance of your application and upon having connected you to our Network. Kindly note that our various related products and services and Third Party Services may be subject to specific terms and conditions which become applicable upon using the product or service, therefore you are advised to read these carefully.

1.2. We reserve the right to suspend indefinitely or for a definite period, amend/alter/delete or terminate these Terms and Conditions or Service Specific Terms and Conditions at any time (collectively referred to as 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 Modifications during the time-period stipulated in this Term 1.2, you shall have the right to opt out of your by informing us of your decision to this effect without incurring any penalties for early termination of your respective Service, provided that if benefiting from a device subsidy a penalty structure for a device subsidy applies. Your continued use of the Service after the expiration of the 30-day time-period signifies your acceptance of the Modifications and you may incur penalties should you decide to opt-out of your Agreement. From time to time we may modify the standard settings and/or features of your Services 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 ('MCA') in accordance with applicable laws, we will inform you about the changes by giving you a 1-day prior written notice and aforementioned right to terminate without incurring any penalties will not apply.

- 1.3. This Agreement is personal to you. You shall not, except upon having obtained our written consent or in accordance with our standard transfer procedures, assign or otherwise transfer this Agreement in whole or in part.
- 1.4. Your connection to the Network shall be subject to satisfying the following criteria:
 - Having and maintaining a satisfactory credit rating and providing us with such financial security as we may reasonably require;
 - Providing valid proof of identity/address and such evidence of residence in Malta as we may require;
 - Being over 18 years of age (in the case of a personal application); in Malta as we may require;
 - our truthful and accurate completion of the application form and the provision of such other information as we may for any valid reason request.

We reserve the right to limit the number of Services offered to a single person/legal entity.

- 1.5. Any waiver, concession or any extension of a stipulated period permitted by us is limited to the specific circumstances in which it is given and does not affect our rights under this Agreement in any other way. This Agreement is governed and construed in accordance with the Laws of Malta and the Parties submit to the exclusive jurisdiction of the Courts of Malta. Any reference to any legislative act or provision shall, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced.
- 1.6. Any notice which may be given by us shall, without limiting the manner in which we may give such notice, be deemed to have been duly given if the notice has been sent to you by ordinary post at your last notified address on the second postal day after the date of posting. Furthermore, if the notice is addressed to some or all of you via advertisement, on the close of business on the day the advertisement appears in any one daily newspaper and/or on our website. Notices may be incorporated in or associated with any of our other communications.
- 1.7. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision(s) in question shall not be affected thereby.
- 1.8. The reference to 'Service' under these terms and conditions refers to both our pay monthly and prepaid services, unless otherwise explicitly stated.

2. Service

- 2.1. The quality and the availability of the Service and related products and services is subject to certain limitations, including the proximity of base stations and circumstances beyond our reasonable control including, but not limited to, geographic and atmospheric conditions, electrical power and

the functional capability of Customer Equipment. We do not represent or warrant that the operation of the Service or our related products and services will be uninterrupted, timely, secure or error-free or that it will meet any of your specific requirements. In particular we do not represent or warrant that Calls will not be dropped, 4G, 3G, GPRS or Broadband Sessions will not be lost, transmission of data calls shall occur at a particular speed or that all traffic can or will be transmitted by the Network. We do not accept responsibility for the security of 4G, 3G, Broadband or GPRS Sessions. You are advised to ensure you have appropriate security measures against unauthorised access to and interference with Equipment (or associated software/hardware and data) as may be necessary.

- 2.2. We may modify, suspend, maintain or upgrade the network and the Service wholly or partially, with or without notice, if we deem such action as necessary (e.g. for maintenance, repair, security or other valid reasons) or if we are requested to do so by a relevant authority. All reasonable efforts shall be made from our end to minimise such Service disruptions and keep any periods of interruption to a minimum. You acknowledge and accept our obligation to carry out works from time to time in your interest. You shall remain liable for all Charges during any such Service disruptions unless we determine otherwise.
- 2.3. We reserve the right, without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the Service as may be necessary in the interests of safety, quality of service, other customers or electronic communications services as a whole, or for any other valid reason we deem as sufficient.
- 2.4. All incoming voice calls which are not answered or which are received when your Equipment is busy, switched-off or out of coverage will be automatically diverted to our voicemail service and this functionality may not be altered. Accessing your voicemail is free of charge, except when roaming. The standard roaming rates for voice calls apply in such cases.
- 2.5. We make no representation and give no warranty as to the content, quality, availability, suitability or timeliness of any Third Party Service. We reserve the right to suspend or withdraw access to all or any such Third Party Services on a temporary or permanent basis at any time. Your use of such Third Party Services is at your sole risk and you shall not hold us responsible or liable for any loss or damage suffered by you arising from the use of such services. We may be required to charge you for such services.
- 2.6. The quality of the Service is directly dependent on the availability of radio coverage. We are committed to provide the best possible radio coverage but this is not always possible due to the availability of sites (pertaining to geographical locations) for the installation of mobile services equipment otherwise known as Radio Base Stations. As at today we provide 99% outdoor population coverage for voice and SMS services and 98.9% outdoor population coverage for mobile data services at a minimum speed of 1Mbit/s. Detailed maps for both services can be accessed online at epic.com.mt/ssp/networkcoveragemap. For additional information you may call our Customer Care on 247 from your handset, free of charge.

2.7. Due to contention ratios on the electronic communications network and other factors outside our control, the speed whilst using internet on your device or any of our other internet Services may vary from time to time. Hence we cannot guarantee maximum transmission speeds of our Internet at all times. The factors that affect mobile data speeds are:

- the technology supported on the network
- the end user device
- the particular service you are subscribed to
- the radio signal quality, affected by interference from third party equipment and lack of coverage of coverage
- network load at the time of access to the service, affected by the amount of customers making use of the network (within a specific geographical location)

2.8. We also provide the following services:

- Maintenance & Repair Services and Customer Support Services.
- Maintenance & Repair Services cover
- Phone Warranty Coverage
- Express (Business Customers)
- Out of Warranty Repairs
- Service Charge (Mobiles)
- Service Charge (Smartphones)
- Broken Display (excl. iPhone handsets)
- Customer Support Services
- Free Diagnosis
- Free Phone Set-up
- Free Mobile Phone Information
- Software Intervention
- Contacts Transfer
- PC Connectivity

2.9. For further assistance please call 247 from your handset, visit one of our retail outlets or email us on 247@epic.com.mt.

2.10. We are committed towards taking all necessary precautions to ensure maximum uptime of our voice, SMS and mobile data services. Nevertheless, due to the technological nature of the Service and/or due to reasons beyond our reasonable control, faults are possible and prolonged Service outages may happen. We are committed to restore the affected Services within the least timeframe possible; within 48 hours for localised outages affecting less than 100 customers, within 24 hours for regional outages affecting more than 100 but less than 1000 customers; and within less than 12 hours for faults affecting more than 1000 customers. These timeframes shall not be

applicable in the event of faults arising as a result of an event of force majeure. We cannot commit to any timeframes for the restoration of the Service/s in cases where, this is lost due to:

- 2.10.1. the relocation of Radio Base Stations;
 - 2.10.2. actions by third parties beyond our control;
 - 2.10.3. regulatory enforcements of any sort as mandated by the competent authorities (including but not limited to MEPA, MCA);
 - 2.10.4. events of force majeure.
- 2.11. The initial timeframe for a pay monthly connection or for an installation of a Service is a maximum of 5 days from the date of your application. Activation of a prepaid service is immediate and this is done by first inserting your SIM in your mobile phone and then calling 16203 for free. If you are not connected to the Service or if the Service is not installed within the stipulated timeframe you have the right to exit the Agreement without incurring any penalties. However, this right to exit without incurring penalties does not apply in the event that the initial time for connection or installation was exceeded for reasons which are outside our control. For the avoidance of doubt, should you opt to terminate your Agreement in the event that the initial time for connection or installation was exceeded for reasons which are outside our control, you shall incur any penalties which may be due.
- 2.12. The timeframe for disconnection of a Service is a maximum of 5 days. If you adhere to the disconnection process as stipulated in your Agreement, you will not be liable to pay for the Service upon the lapse of the disconnection advance notice.
- 2.13. If you are a pay monthly customer, you are advised 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 are hereby being advised that a monthly administrative charge of €3 per invoice shall apply upon failure to provide us with your personal email address.
- 2.14. You may request an itemised bill at a charge of €3, at any time from any of our retail outlets upon presentation of your identity card or any other valid identification document and upon signing a request form to this effect. You are hereby being advised that you will be provided with the itemised bill within a few days from the date of your request.
- 2.15. Should you wish to file a complaint, you may do so either by visiting one of our retail outlets; by calling 247, free of charge from your handset; by calling (356) 9999 9247 from any other phone, or by sending an e-mail on 247@epic.com.mt.
- 2.16. All customer complaints are acknowledged within 24 working hours. If you wish to file a complaint with the Malta Communications Authority you may do so either by filling in the Online Complaint Form at <https://www.mca.org.mt/consumer/forms/complaints>, or by downloading a printable form and sending it via ordinary mail or by calling on 21336840. If you wish to file a complaint in relation to goods or services you purchased from us online you may do so through Online Dispute Resolution Platform available at: <http://ec.europa.eu/consumers/odr/>.

3. Payment

3.1. General Payment terms applicable for both prepaid and pay monthly services:

- 3.1.1. We shall normally offer a range of tariff plans with different rates and methods of charging. Charging rates and methods may vary depending on the type of Call sent or received. We may vary the Charges, the tariff plans (and tariff specific terms and conditions applicable thereto) and the rates or methods of payment, (collectively referred to as the 'Modifications'), from time to time by giving you a 30-day prior notice following the same procedure stipulated in Term 1.2 above.
- 3.1.2. We reserve the right to cease offering, modify and/or replace our tariff plans from time to time. You are advised to read the relevant tariff specific terms and conditions, which are available from our website epic.com.mt , before completing and signing any application form or subscribing to any service. In the event that we terminate a specific pay monthly or prepaid tariff plan you hereby consent to be placed on the next most advantageous tariff at least temporarily at no cost with the possibility of changing tariff plan again at no cost. In this event Term 1.2 in relation to the 30 day prior notification shall also apply.
- 3.1.3. You shall be liable for all Charges incurred through the use of the Equipment calculated according to the relevant charging option, (whether or not incurred personally), and for all costs (on a full indemnity basis) incurred in enforcing the Agreement, including all administrative costs, the cost of collecting any payments and un/barring fees. If your Equipment is lost or stolen, you shall remain liable for all Call Charges incurred until you inform us of such event and request us to block your Equipment. The loss of or inability to use the Equipment does not automatically bring the Agreement term or your liabilities under this Agreement to an end.
- 3.1.4. We may require you to pay a deposit before connection is made and/or after connection, as security for payment of Charges. A deposit is refundable after Agreement termination or after a satisfactory payment record is established and you have paid all amounts owing to us during that period on a timely basis. We may also request you to make advance payments from time to time, which payments shall be credited to your account. No interest shall accrue on any deposit or advance payment.
- 3.1.5. Please note that data sessions over 4G / 3G / GPRS / Broadband are charged on the basis of the volume of data/pages sent and/or received by your Equipment over the Network except where your tariff plan provides otherwise. Our determination of the volume of data/packages shall be conclusive. Volume indications given on handset screens or personal computers may not be accurate. We may impose a charge for each 4G / 3G / GPRS / Broadband Session conducted using your Equipment during which you access non-epic Content (except in the case of multi-media messaging [MMS]). If

such a 4G / 3G / GPRS / Broadband Session is terminated for any reason, the minimum charge shall apply again if it is re-established.

3.1.6. Each 160 characters (or part thereof) of each non-MMS text message (SMS) is charged as a separate text message. Please note that text messages sent over MMS are charged by reference to the volume of data sent. Whilst we shall make every effort to ensure that all text messages are delivered, you may be liable for all Charges in respect of any text messages that are not delivered. SMSs are charged as soon as you send them.

3.1.7. We may apply a limit to the amount of Charges that may be incurred by you. We may alter this limit from time to time. We may group your individual accounts into a consolidated account for administrative purposes. We may provide you with additional services which may be chargeable, as we shall inform you at the time. Where our account has not been maintained in a manner satisfactory to us, we reserve the right to refuse to provide or to modify such additional services.

3.1.8. You may use the Service whilst located outside the Territory, however access to foreign networks shall depend upon the arrangements between foreign operators and us. We shall not be held liable for any failure to connect to our roaming partners in cases where this connection would be dependent on reasons beyond our control. If you incur any problems you are hereby advised to call our customer care immediately. Roaming charges shall apply to those of you making use of the Service outside the Territory. Furthermore, the method of charging may vary from one country to another and from one network to another, including inter alia calls made from outside the Territory. Please refer to our current tariff rules for details or call our Customer Service on 247 from your handset. Conditions may change frequently due to new / amended agreements with foreign operators.

3.2. Payment terms applicable to our pay monthly customers:

3.2.1. Those of you who dispute any amount, item, entry or matter stated in your monthly bill must give us a written notice of such dispute by not later than 6 months from the date of such bill, by providing us with all the necessary details and reasons for the dispute and supported by documentary evidence. We shall conduct a complete and objective review of such disputed amount, item, entry, matter or deduction and will provide you with a written response within 30 days from the date of receipt, provided that we receive such notice within the 6-month time-period. Notwithstanding any provision in these General Terms to the contrary, our liability in respect of a disputed deduction from post-paid fees shall not in aggregate exceed the amount of post-paid Fees payable by you.

3.2.2. An administrative charge stipulated in respective Service terms and conditions shall apply upon:

- a. Migration from pay monthly to prepaid;

- b. Removal of any Add-On Pack which is not already tied to a penalty
- c. Requesting a print-out of your itemised bill;
- d. Downgrading to another pay monthly tariff plan having a lower access fee;

3.2.3. An administrative charge of €1.50 shall be added to your Monthly Access Fee if you do not opt for payment via Direct Debit Mandate.

3.2.4. Other administrative charges may apply. Please refer to the terms and conditions of your specific tariff plan for additional information.

3.2.5. Should you fail to settle your monthly payments, you shall be liable to pay a late payment charge. In the eventuality that you have a Direct Debit Mandate and your DDM is reversed due to insufficient funds, you shall be liable to pay a reversal charge upon your second reversal. In the eventuality that your line is barred, a barring fee is incurred which needs to be settled on top of the other clauses as specified in Term 7. This Term is subject to terms 7.1.2 and 7.1.3 below.

3.2.6. Notwithstanding term 3.2 all Charges, deposits or advance payments payable by you shall be discharged in such manner, time or methods as we may designate. We reserve the right at any time to set-off all or part of any sum as owed to us by you against any sum due by us to you through any Agreement you may have with us.

3.2.7. Unless otherwise instructed by you, we shall send invoices to the billing address/valid email address shown on the Order Form (or any other address notified to Us in advance and in writing or as subsequently provided by you through our Customer Service, retail outlets, our website or as otherwise specified by us from time to time) and shall be deemed received by us on the second postal day after the date of posting VAT and any other applicable duties and taxes at the appropriate rate shall be added to all invoices unless otherwise specified. We may for operational reasons change its invoicing methods and periods and issue interim invoices. All Charges and other payments must be paid by the due date specified on the invoice. Where payment of Charges is not made by such due date, we may apply interest on sums due in accordance with the applicable laws. You may specifically request to receive invoices electronically. Invoices sent electronically are considered as delivered once the e-mail containing the link to the invoice is sent to the e-mail address provided by you. Please refer to our Secure E-billing Service Terms & Conditions

3.2.8. You may settle your payments as follows:

- Via Direct Debit Mandate (explained further in Term 5)
- Via Internet Banking
- Via a Bank Transfer
- By sending a cheque payable to Epic Communications Limited
- Via a postal order
- By effecting cash payments (in one of our retail outlets)

3.3. Payment terms applicable to our prepaid customers:

3.3.1. If you are a prepaid customer you may apply Call credit to your Account (topup) in order to be able to use the service for a certain fixed period as advised by us from time to time. The amount of the Call credit will reduce as a result of your usage. No usage may be done once all Call credit has been used (with the exception of Calls to the emergency services). You may continue to receive Calls for a period of 365 days from your last day of top-up. Applying Call Credit to your Account is affected in real time and you will receive an SMS notification every time you Top-Up successfully.

3.3.2. (You may top-up your credit via one of the following methods:

- By purchasing a Top Up Vouchers from one of our retail Outlets or authorised resellers
- Via Epic Online portal (web top ups)
- Via calling 247 and providing your credit card details over the phone
- Via SMS bank Top Ups
- Via Electronic Top Ups through authorised third parties

3.3.3. If your mobile phone remains inactive for a period of 12 months, all unused Call credit will be lost and your number will automatically be disconnected.

3.3.4. Please note that delays may occur in the charging and provisioning of add-on bundles and services. This results in a reduction in your Call credit when making any type of usage until the bundle is assigned.

3.3.5. Online top-ups: We reserve the right to deduct any amount which has already been credited to your Account or which has been credited to a third party's Account, in the event that an online payment is not honoured by the Bank or if the credit is reversed by the Bank.

3.3.6. Term 7.1.2 and 7.1.3 below shall also apply to those of you subscribed to our Hybrid plans.

3.3.7. If you are using a Blackberry® Easyphone, you need to subscribe to a Blackberry® license fee of €2, inclusive of VAT payable every 30 days. This license fee will allow you to access internet from your Blackberry device. To purchase the Blackberry® license fee, you must send a free SMS to 16200 with the word 'BB'. Upon purchasing the license fee, you shall automatically be charged €2 every 30 days, which amount will be deducted from your mobile credit. Should you wish to stop purchasing the Blackberry® license fee, you must send a free SMS to 16200 with the word 'STOPBB'.

4. Compensations and Refunds

4.1. Compensations and refunds are handled on a case by case basis depending on the particular circumstances of the case. We shall do our utmost to provide continuous and reliable mobile speeds, however it acknowledges that problems may arise. Once a customer complaint is

logged, we will take the necessary actions to investigate the case as soon as possible. We shall then affect any refunds, if in our reasonable opinion we deem that such a refund has to be effected, including but not limited to refunds in cases where there is a continuous discrepancy from the speed indicated in your terms and the speed you actually achieve.

- 4.2. In the event of a total Service outage, where such outage has been caused by reasons directly attributable to us, any compensation/refund given shall be calculated pro rata. Therefore we shall refund or waive that part of your access fee proportionate to the duration of the total loss of service.

5. Direct Debit Mandate (DDM) – Applicable to our pay monthly customers

- 5.1. A DDM is defined as a recurring monthly payment to us for the Service. The amount of the payment may vary from one month to another depending on your Agreement and/or usage.
- 5.2. Should you agree to subscribe to DDM and upon providing us with your bank account details, you will be authorising us to directly debit your account, on a monthly basis, through your bank as a means of payment for the service we are providing.
- 5.3. The amount to be debited and the date of such debit varies, but we shall notify you in advance of the amount and date of the debit. The Bank shall not be bound to verify whether such advance notice has been given.
- 5.4. The Bank is at liberty to either refuse to effect payment or to reverse a payment if your bank account does not have sufficient funds to meet the direct debit amount. Any charges levied by the Bank due to insufficient funds shall be directly debited to your account.
- 5.5. You can refuse a debit to your account that does not agree with the services which you received. Any such claims submitted to the Bank within 30 days after payment date will be reversed accordingly by the Bank. Any claims after 30 days will have to be raised directly with us.
- 5.6. The Bank may terminate this Direct Debit instruction at its sole discretion by advising you or us in writing.
- 5.7. We may terminate this Direct Debit instruction at its sole discretion by advising you and the Bank in writing.
- 5.8. You may terminate your DDM instruction at any time by informing the Bank and us Limited in writing.
- 5.9. By entering into a DDM you are fully agreeing to keep the Bank harmless and fully indemnified against any liability, loss or damage the Bank may incur for any reason which is beyond the Bank's control in consequence of making this facility available.
- 5.10. The DDM signed document may be retained by us and your authorisation to debit your account may be construed by the Bank that we possess this authority.

6. Your Obligations

- 6.1. You shall be responsible for the acts and omissions of all persons using your Equipment and password protected accounts. Without prejudice to any provisions hereunder, you shall hereby agree:
- 6.1.1. not to use or permit the use of the Service or the Equipment for any improper, indecent, obscene, unlawful, harmful, unauthorised, defamatory, inciting or fraudulent purpose or to cause any injury, offence or annoyance to any person or to send unsolicited commercial messages to any person;
 - 6.1.2. not to use or permit the use of the Service or the Equipment, so as to cause the operation of the Network or the quality of Service to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any electronic communications or IT network or system;
 - 6.1.3. to only use type-approved Equipment with the Network, to comply with all laws, regulations and user guides governing its use and to remain solely responsible for the manner in which the Equipment is used;
 - 6.1.4. to comply with all our reasonable instructions or requests or those of a relevant authority, in particular as to the manner of using the Service and in relation to the investigation of any offences;
 - 6.1.5. not to entice, encourage or induce members of the public to call a particular number simultaneously where this may adversely affect the Service;
 - 6.1.6. to promptly notify us of any change of address or details;
 - 6.1.7. to promptly notify us if your Equipment is lost or stolen
 - 6.1.8. to keep your account password safe and secure.
- 6.2. We shall not be responsible or liable for any Call Content sent or received by you (including content which contains a virus or other harmful or unlawful material). We shall and do not make any representations and/or shall not give warranty as to the quality, accuracy, correctness, completeness or suitability of any Call Content. Your reliance on or use of Call Content is at its sole risk. Recipients of certain Call Content (in particular, multi-media messages [MMS]) from you may only be able to fully access it if the receiving equipment has the necessary functionality.

7. Suspension / Termination / Renewal

- 7.1. We may, without notice, suspend and/or terminate your Service wholly or partially for any valid reason, including without limitation, where:
- e. during any technical failure, modification or maintenance of the System provided that we shall use our reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable; or
 - f. if you fail to comply with any of these terms and conditions (including failure or delay to pay charges due or any deposit required by us) until the breach (if

capable of remedy) is remedied or should you do anything (or allows anything to be done) which in our opinion may affect the operation of the Services (or any of them) or any additional services or the System; or

- g. we reasonably believe that you are unable to comply with payment obligations, represent a credit risk or exceeds any limit on Charges, whether billed or unbilled imposed by us or if we are unable to contact you following reasonable efforts; or
- h. if you fail to observe any term or obligation set out herein (and in particular your Obligations referred to in Clause 4) or any relevant law; if the Call Charges incurred by you exceed the credit limit allocated to you by us (refer to Term 3.5 above) although we cannot guarantee to take immediate action once the credit limit is reached and if this credit limit is exceeded, you shall have to pay for all/any Charges set out in Term 3; or
- i. should you at any time fail to meet our requirements as to credit worthiness or if we reasonably believe that this Agreement or any other agreement for services has been entered into fraudulently, or if we reasonably believe the Equipment or the SIM Card is being used for criminal or unlawful activities by you or any other person; or
- j. if we become aware or have reasonable cause to believe that fraudulent use of your mobile number or Broadband CPE is taking place with or without your knowledge; or
- k. if the direct debit mandate as completed by you is not accepted by your bank or is subsequently cancelled; or
- l. in the event of notification of loss or theft of the Equipment or the SIM Card although loss or theft of the Equipment or SIM Card will not allow you to bring this Agreement to an end and you shall have to pay all charges referred to in Term 3; or
- m. if you do or allow to be done anything which in Our opinion will or may have the effect of jeopardising the operation of the Services; or
- n. if any authorisation / licence to operate or use the System is revoked, terminated or modified for any reason either in whole or in part; or
- o. if for any reason we are unable to provide you with the Service;
- p. in the case of high usage in accordance with our Quality of Service or overdue balances;
- q. you supply us at any time with false, inaccurate or misleading information.

7.1.1. During any period of Service suspension, you shall remain liable for all Charges unless we decide otherwise. We reserve the right to reconnect you to our Network and to

levy a fee on each suspended subscription and/or require revised payment terms (including security payments).

- 7.1.2. Upon failure to settle your outstanding payments as per our credit terms we reserve the right to not only disconnect your connection but also to blacklist your device in cases where the device was given to you free as part of your tariff plan or where you are benefiting from a subsidised handset. The device will be made unavailable to be used on our network or any other local network operator. This Term shall only be applicable to those of you subscribing to any one of our pay monthly plans or to our Hybrid plan.
- 7.1.3. We shall also reserve the right to not only disconnect your connection but also to blacklist your device if you opt to terminate your Agreement prematurely and upon failure to pay the applicable penalty. This Term shall only be applicable to those of you subscribing to any one of our pay monthly plans or to our Hybrid plan.
- 7.2. Without prejudice to any other provision in this Agreement, this Agreement may be terminated by either party giving to the other at least 30 days written notice in advance or, in the case of porting, on the completion of the porting process. You can terminate the Agreement by either sending a letter via ordinary mail to our registered address or by visiting one of our retail outlets.
- 7.3. Where the Agreement is terminated all Charges will continue to accrue and be payable either until the end of the 30 day notice period (where termination is pursuant to Term 7.2 above) or until the date of termination (where termination is pursuant to Term 7.1 above). You are advised that in certain circumstances we may become aware of outstanding Charges after the date of the invoice issued on termination (e.g. roaming charges that are subsequently advised to us by our roaming partners). In these circumstances, we shall be entitled to raise subsequent invoices and you shall be obliged to discharge all such invoices by the due date specified on the invoices.
- 7.4. Notwithstanding the foregoing, if the Agreement is terminated under Term 7 during the Minimum Period, you shall, following our invoice, pay a termination charge calculated as the sum of the monthly tariff charges which would otherwise be payable until the end of the Minimum Period or such other penalty structure as specified in the tariff specific terms and conditions for that Service. Those of you benefiting from a subsidised handset acknowledge that the said device shall become your property upon having paid all monthly charges up to the date of expiration of your Agreement.
- 7.5. Upon suspension or termination of the Agreement, we shall disconnect your Equipment from the Network. Where we exercise any of its powers under this Term 7, such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to us.

- 7.6. You may renew your Agreement, by visiting one of our retail outlets or by calling Customer Care on 247.
- 7.7. Applicable to Prepaid Customers: You may terminate your prepaid service without notifying us in advance and no penalty fees shall apply. This is not applicable to those of you who have entered into an Agreement with Us over your prepaid service, at which instance a termination notice and penalty will apply in accordance with your agreement. In such an instance you must personally request a termination of Agreement at one of our retail outlets, where you will be advised of and asked to pay the penalty fee if applicable. We may also automatically terminate/disconnect your SIM, without notice, after 12 consecutive months of no activity and any unused Credit will be lost.

8. Exclusion of Liability

- 8.1. Insofar as it is permissible by law, we shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from:- a. any failure, interruption, delay, suspension or restriction in providing you with the Service which is due to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any supplier, agent or other person, strikes, work stoppages or labour disputes or any other cause whatsoever which is beyond our reasonable control. This also includes failure to connect to our roaming partners when roaming in cases where this connection would be dependent on reasons beyond our control;
- a. any unlawful or unauthorised use of or access to the Network, Service or Equipment by you or by third parties;
 - b. any claim arising out of any act or omission by you, your servants or agents or arising out of any reliance placed by such persons on Call Content;
 - c. any valid suspension of the Service or termination of the Agreement;
 - d. any loss, theft or malfunction of your SIM card or Equipment;
 - e. any claim arising in relation to the provision (or non-provision), maintenance or use of electronic communications lines, channels, equipment, networks or services or arising out of Calls being dropped or GPRS/3G/4G/Broadband Connections being lost for any reason.
- 8.2. We will not be liable for any indirect or consequential loss or damage whatsoever, whether it is foreseen or unforeseen, including but not limited to loss of profits, data, revenue, business, anticipated savings or goodwill. Nothing herein shall have the effect of excluding or limiting our liability for death or personal injury resulting solely from its act or omission.
- 8.3. We shall exercise such reasonable skill and care in the provision of the Service as may be expected of a reasonably competent electronic communications operator. Except as expressly provided in the Agreement, all conditions, terms, warranties and representations

whether express or implied by law in relation to the provision of the Service are excluded to the fullest extent permitted by the applicable law.

- 8.4. We shall do our utmost to support the unlocking of your Equipment, however we shall not be held liable or responsible in the event that we are unable to provide the unlock codes for any reason whatsoever. You are hereby being advised that a charge to unlock the device may apply.

9. Directory Services and Caller Display

- 9.1. You may release your personal data to be included in a publicly available directory or to be made available for the purposes of directory enquiry services; however, this is entirely at your discretion and you are not obliged to do so. Should you not wish to release such data into the public domain, you will fall under the category known as 'ex-directory'.
- 9.2. If you are a post-paid customer, it is equally at your discretion whether to make your personal data available for reverse searches. If you do so, others may search for your details on electronic directories by inputting fields other than your name. Thus, for example, in classic reverse searches, others may carry out a search by entering your telephone number and your name as the name of the person who the number is attributed to would then be given by the directory enquiry service. Other searches could include entering a street name and locality.
- 9.3. You may at any time and at no cost also, review and amend the contents of the data submitted, the opt-in/opt-out choices made in accordance with this clause by visiting any of our retail stores. While it is possible to change your subscriber details or change your status from directory to ex-directory, keep in mind that, any data which would already have been published and/or distributed in written format, whether in paper format or any other electronic media, may not be possible to retract.

10. Numbers and SIM Card

- 10.1. You shall not have any proprietary rights whatsoever on any epic number as we may from time to time allocate to you. We reserve the right at any time to alter or replace a phone number allocated to you or any other name, code or number whatsoever associated with the Service.
- 10.2. We shall issue you with and license you to use an epic SIM Card on the condition that the epic SIM Card shall remain our property at all times and shall be returned to us upon request. We may charge you for the cost of checking, repairing or replacing a SIM Card.

11. Privacy and Your Data

- 11.1. We hereby declare that the personal information that we may process shall only be used in connection to the purposes stated herein and in accordance with our Privacy Policy (which can

be found in full on our website: www.epic.com.mt/privacypolicy or in any retail store). For more information on how we collect, use and share 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 retail store. We may in certain limited circumstances disclose certain information regarding the accounts of customers who are under the age of 18 years to their parents or guardians who have registered with us for this purpose and who comply with our verification procedures. However, we may at our absolute discretion refuse to disclose any such information to any person in the event that we are not satisfied that the person requesting the information is the person who has registered with us for this purpose.

12. Malicious and Unsolicited Communications

- 12.1. Malicious Communications are prohibited. Engaging in unlawful activity, including the sending of Unsolicited Communications for fraudulent purposes, or for marketing or advertising purposes, without lawful grounds, is legally prohibited.
- 12.2. Any complaints may be investigated and may involve our cooperating with the police or other authorities, including providing the police and other authorities, with evidence and information about the alleged offender, this is in accordance with our Privacy Policy.
- 12.3. We may terminate your Agreement or any particular service, if it is reasonably satisfied, having conducted investigations that you have breached this prohibition, and that this right is not dependent upon the outcome of any formal proceedings by police or other authorities.

13. Roaming

- 13.1. When using your Equipment abroad, the service provider abroad may not provide you with all the services you are accustomed to in Malta. We cannot be held responsible if such services are not provided to you by the foreign service provider whilst roaming. You may use the Service whilst located outside the Territory; however, access to foreign networks shall depend upon the arrangements between foreign operators and us. Roaming charges for the Service will be charged when outside our network.
- 13.2. Fair Use Policy. You may “Roam Like at Home” using your data, calls and SMS bundles applicable to other local networks whilst roaming in the European Union and Norway, Iceland and Liechtenstein (‘EU’). The Roam Like at Home benefits are exclusively available to customers who have normal residence or stable links in Malta and travel periodically in accordance with this clause 13.2. In line with the EU Roaming Regulations we are implementing this Fair Use Policy in order to prevent abusive or anomalous usage unrelated to such periodic travel. For the avoidance of doubt the Fair Use Policy of this clause 13.2. does not apply to local only tariff plans.

13.2.1. Normal residence and stable links. In order to ensure that retail roaming Services are not subject to abusive or anomalous usage unrelated to periodic travel, we can ask you for evidence of normal residence or of other stable links entailing a frequent and substantial presence in Malta before providing regulated retail roaming Services at the applicable domestic retail price. Such documentary proof may consist of any of the following:

- a. a sworn declaration;
- b. a valid ID Card or valid Driving License or valid Passport issued by a Maltese entity showing normal place of residence in Malta;
- c. details of your local address and/or details showing the provision of any other services at the given local address (e.g. a utility bill);
- d. a declaration or other proof from your employer or educational establishment in Malta (e.g. a contract of employment, an enrolment letter);
- e. evidence of a posting/assignment in Malta where the Service has been requested;
- f. registration in a population registry indicating that you are permanently residing in Malta;
- g. other reasonable evidence proving stable link or permanent residence, such as a valid property rental agreement;
- h. in the case of business customers documentary evidence showing of the establishment or activities of the business in Malta (e.g. Maltese Certificate of Registration, Maltese VAT number etc.)

13.2.2. Monitoring of abusive or anomalous usage. We reserve the right to monitor your usage for a minimum of 4 consecutive months (the 'Observation Period') to identify any risk of abusive or anomalous usage in breach of the Fair Use Policy under this clause

13.2. Anomalous and abusive usage relates to instances where:

- a. over the Observation Period a larger part of your consumption of the Service (calls, SMS, and/or data) occurs in the EU rather than in Malta, and
- b. over the Observation Period the total number of days your SIM card is logged onto a foreign network whilst roaming in the EU is higher than the total number of days it is logged onto network in Malta, or
- c. during the Observation Period your SIM card is exclusively used whilst roaming in the EU and not used for making or receiving a call, sending an SMS or for data services in Malta for multiple periods of 4 weeks or a single continuous period of two 2 months.

13.2.3. Alert Period. If we identify a risk of abusive or anomalous usage as defined in the clause 13.2.2., then we will notify you accordingly. You will be given a 2-week alert period to modify your usage pattern to the limits indicated in clause 13.2.2. and you may also be asked to re-submit additional documentary evidence of normal residence or stable links (as listed in clause 13.2.1.).

13.2.4. Surcharge. If abusive roaming usage persists after the alert period and/or you are not able to provide the requested documentary evidence when subscribing to the Service and/or after the Observation Period, we reserve the right to charge the surcharge over and above your retail domestic price as following:

Service	Applicable surcharge rate (excl. VAT)
Voice	€0.032/min
SMS	€0.01
Data	€3.50/GB as from 01/01/2020
	€3.00/GB as from 01/01/2021
	€2.50/GB as from 01/01/2022

This surcharge will continue to apply until you rectify your behaviour and/or provide the requested evidence in line with this term 13.2.

13.2.5. Fair Use Limit. We reserve the right to limit the volume of data allowance for prepaid tariff plans and plans that include data bundles whilst roaming in the EU in line with the EU Roaming Regulation ('Fair Use Limit'). Fair Use Limit represents the following:

- a. for tariffs that include data bundles, the volume of data allowance may be limited to the equivalent of twice the volume obtained by dividing the overall domestic monthly tariff price, excluding VAT, the applicable rate for data as indicated in clause 13.2.4. above. If the resulting roaming data allowance is higher than your current domestic data allowance, you can make use of all the remaining data in your domestic bundle whilst roaming in EU and the Fair Use Limit will not apply.
- b. for prepaid tariff plans, the data allowance may be limited to the amount of remaining credit, excluding VAT, at the time of the start of the data roaming session in EU, divided by the applicable rate for data as indicated in clause 13.2.4. above.

We reserve the right to charge the surcharge rates for data as indicated in clause 13.2.3 over and above your retail domestic price for any usage above the Fair Use Limit.

13.3. We depend on our roaming partners for updated roaming information. There may be some delays in receiving information related to your usage made whilst roaming. This means that the consumption notifications which are sent to you may vary due to delays in receiving information from our roaming partners. Billing for roaming usage may be delayed due to reporting delays between carriers.

13.4. All International usage, Maritime and Inflight Roaming and Roaming outside the EU, are not included as Roam Like at Home services and are charged at the international rates and roaming rates found on our website.

13.5. Contact us. For additional information or to submit any complaints regarding our Fair Use Policy you may contact us by referring to the website [www.epic.com.mt] or by contacting Customer Care on 247, or by sending an email to 247@epic.com.mt or by visiting any of Our retail outlets. Our business customers can contact our Business Customer Care on 16230 or send an email to [business247.mt@epic.com].

14. Porting

14.1. If you wish to port-out from our network, you must contact the mobile operator to which you wish to port and you will be responsible for complying with the porting requirements of that operator. Porting will be treated as a termination of your active service agreement. We may decline any porting requests if your account is in arrears or if your details do not match those on our systems.

15. Definitions

15.1. The following words and expressions have the following meanings:

- a. "3G Session" means an internet session established using 3G technology;
- b. "4G Session" means an internet session established using 4G technology;
- c. "GPRS Session" means a WAP or internet session established using GPRS technology;
- d. "Account" means your epic prepaid mobile telephony account;"
- e. "Call" means a transmission made over an electronic communications network for the purpose of communicating a voice or data message (which includes, without limitation, short text messages, multi-media messages, and calls to WAP services);
- f. "Call Content" means the content of any voice or data Call received or made by you over the Network;
- g. "Charges" means the charges for the Service, as published in Our periodically updated tariff terms and conditions (including, but not limited to, connection charges, service options, monthly rental or tariff charges, Call charges (which may vary depending on the type of Call made), GPRS/3G/4G/Broadband

Connection charges and administrative charges) and certain Third Party Services which you may choose to receive;

- h. "you" means the customer/subscriber who, being an individual, enters into this Agreement by completing and signing the application form or who, being an organisation, enters into this Agreement by virtue of the completion and signing of the application form by an authorised signatory;
- i. "Equipment" means your type approved mobile terminal and your SIM card which is connected by Us to the Network pursuant to this Agreement as well as the Customer Personal Equipment (CPE) used for Broadband home internet services;
- j. "Malicious Communication" means a person who uses a publicly available telecommunications service to communicate in bad faith with physical persons against their consent;
- k. "Minimum Period" means the period of either 12 months or 24 months in the relevant tariff-specific terms and conditions commencing on the date of your connection to the Network;
- l. "Network" means the mobile electronic communications network and systems used to provide the Service;
- m. "Service" means the mobile electronic communications service (pay monthly or prepaid) provided by Us, which enables the Customer to make or receive Calls over the Network, data and SMS services and any additional services provided by Us over the Network from time to time;
- n. "Territory" means Malta as defined in the Interpretation Act (Chapter 249 of the Laws of Malta);
- o. "Third Party Service" means any service promoted or provided by third parties to you over the Network;
- p. "Unsolicited Communication" means a person and/or trader who uses or allows the use of publicly available telecommunications services to communicate with natural persons when the consent from such natural persons would not have been previously obtained;
- q. "we" "us" "our" "epic" means Epic Communications Limited whose registered office is at Level 6, SkyParks Business Centre, Malta International Airport, Luqa LQA 4000, Malta;