

Web Top-Up Services Terms & Conditions

WHEREAS

epic Communications Limited ("We", "Us", "Our") has developed a method of payment (hereinafter referred to as "Web Top-Up Service"), in virtue of which Our Customer ("You", "Your") may carry out payments using Your authorised credit/debit card in return for which You acquire the tariff-approved credit corresponding to the chosen top-up value (hereinafter referred to as "Web Top-Up Service") from Us.

By using the Web Top-Up Service, You agree to the following terms and conditions:-

Definitions

For the purposes of this Web Top-Up Service;

1.1 "You", "Your" refers to a person who has a prepaid connection with Our network and who is registered with 'Epic' on Our website. "You", "Your" also refers to the person who is legally authorised to charge a credit/debit card which is debited via Our website to effect the purchase of Web Top-Up Service;

1.2 "Web Top-Up Service" means the service whereby You top up Your prepaid mobile account or any other epic prepaid mobile account, using a credit/debit card, which You are legally authorised to charge, via the System;

1.3 "System" means a functionality whereby payments are authorised via Our public electronic communications network and internet systems and in virtue of which You are enabled to purchase Web Top-Up Service through Your online 'Epic' account which You are legally authorised to charge; 1.4 "Epic" is the section in Our website whereby You may register Your mobile number and personal details in order to benefit from the web services made available through the internet systems by Us.

1.4 "Credit/debit card" means any of the following; Visa (credit card), Mastercard (credit card), Bank Of Valletta Cashlink (debit card), Bank Of Valletta Cashlink International (debit card), Bank of Valletta Club Card (debit card), Bank of Valletta Visa Gold (credit card), Bank of Valletta Visa Platinum Gold (credit card), APS Premier Card (debit card); HSBC Bank Malta VISA Gold and VISA classic (credit cards); HSBC Bank Malta Premier MasterCard and MasterCard classic (credit cards); HSBC Bank Malta Quikcash Gold and Quikcash classic (debit cards); HSBC Bank Malta VISA Electron (debit card)

1.5 "Connection" / "Mobile Number" means the number (MSISDN) registered in Your name and for which You have entered into an agreement with Us upon purchasing a mobile connection.

Our Rights & Obligations

By virtue of these terms and conditions epic Malta undertakes to: -

- a. Provide You with a secure System which enables You to have Your credit/debit card charged by amounts so authorised by You and receive tariff-approved value from Us via the System;
- b. Guarantee the security of the System as far as within its control;
- c. Take all reasonable steps and precautions to encrypt any information stored within its online systems provided at the point of its transmission to Us;
- d. We reserve the right to discontinue the availability of Web Top-Up Service at Our discretion, in which case You will be notified accordingly, in advance;
- e. We reserve the right to change the applicable terms and conditions of Our Web Top-up Service at any time, in which case You will be notified according to applicable law, in advance.

Client's Rights & Obligations

- 3.1 By virtue of these terms and conditions, in order to use the Web Top-Up Service You undertake:-
- a. To input in the System provided to You by Us, any information as may be requested by Us in respect of personal and credit/debit cards details;
 - b. To input into the System ONLY credit/debit card details which You are legally authorised to use. In default, You would be deemed to be abusing of the System and be in breach of these terms and conditions;
 - c. To honour all payments originating and incurred through Your usage of the online 'Epic' account and consequential debiting Your debit/credit card, details of which would have been previously inputted in the System;
 - d. Indemnify and hold Us harmless for any losses suffered in the event that We are in material breach of any one or several of the conditions contained in these terms and conditions;
 - e. Not to transfer any rights and/or obligations under these terms and conditions to any third party.

3.2 You understand and accept that You are hereby accepting responsibility for all requests for Web Top-Up Service which originates from Your Mobile Number through the 'Epic' account and are transacted through the System, and that all balances resulting from such requests and ensuing transactions shall be due and payable by You to Us.

Limitation of Liability

You further understand and accept that for security reasons the System will not allow for usage, which exceeds a pre-established limit over a period of time. These limits are changed periodically. Other methods of topping-up (such as the use of Scratch Cards) are not hereby affected.

Termination

a. We may terminate Your registration to 'Epic ' by sending an email notification to the registered email address in the 'Epic ' account, for any reason, including but not limited to the misuse, abuse, fraudulent, negligent, erroneous or irresponsible use of the Service by You.

b. You may terminate the 'Epic' registration by simply sending a notification by email to 247@epic.com.mt. You acknowledge and accept that unless and until such termination notice is duly acknowledged by Us, You will still be deemed to be bound by all the terms and conditions of this registration towards Us.

Selection of Service & Charges

5.1 The Web Top-Up Service shall be used by You when You log into Your online 'Epic' account.

5.2 The Web Top-Up Service is currently free of charge. Provided that We reserve the right to introduce a tariff/charge for such service in the future. Provided further that should such tariff/charge be introduced, We undertake to immediately inform all Web Top-Up Service users of the introduction of such tariff/charge in terms of applicable law

5.3 All transactions made via the System by You will be charged in Euro (€).

5.4 Upon initial registration for the Service, You will be asked whether You would like Your details to be kept by the System for the purpose of future transactions. For this use unless You opt to have these details retained by the System, the details shall be automatically erased from the System upon finalisation of the transaction. If You opt for Your details to be retained by the System, such details shall be shown for a maximum of 6 months from the date of the last transaction performed via this Service.

Privacy

6.1 We hereby declare that the personal information that we may process shall only be used in connection to the purposes stated herein and in 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

Applicable Law

These terms and conditions are governed by Maltese Law, in particular by the Electronic Commerce Act, and shall be subject to the exclusive jurisdiction of the Maltese Courts.

Abuse of Service

8.1 You hereby understand and accept that the misuse, abuse, unauthorised or fraudulent use of credit/debit cards in connection with this Service is a criminal offence which is punishable at law, and that We reserve the right to immediately report such matters to the Police for further action to be taken thereon. This is without prejudice to all other applicable remedies at law or in virtue of this agreement including the termination of the Service once there is reasonable suspicion of such fraudulent abuse to the System.

Severability

9.1 If any part of these terms and conditions shall be found by any court or arbitration panel of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such clauses shall not affect the other clauses of these terms and conditions and all clauses not affected by such invalidity or unenforceability shall remain in full force and effect. We hereby undertake to attempt to substitute for any invalid or unenforceable clause a valid or enforceable clause, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable clause.

v.20.11

Pre-paid Data Roaming Tariffs

Notice of change in terms and conditions for Prepaid Data Roaming Tariffs as from 17th November 2020.

The following terms and conditions of the epic Prepaid Data Roaming tariffs are in addition to and form part of epic Communications Limited's ('We') general terms and conditions for prepaid customers. In the event of any conflict, the terms and conditions below shall prevail. Our Prepaid Data Roaming tariffs are available to Our prepaid mobile data customers ("You") and allow You to download/upload data while roaming (subject to these terms and conditions via Your mobile phone account).

Those of You making use of the epic Connect Card, epic Internet Key, MMS and internet (collectively the 'Data') shall automatically be charged with the applicable tariff charges when using Data services when roaming on networks where prepaid data roaming is available. These tariff charges are listed below and are inclusive of VAT.

These countries shall be regularly updated on Our website epic.com.mt. You are advised to visit this site regularly to check which networks are available and which of these tariff charges apply.

The countries are divided into European Union* countries and non-European Union countries. Charges differ between the two. The prepaid data roaming rate for all Data consumed when travelling in EU and non-EU countries are as follows:

Description of Data Service	EU Countries	Non-EU Countries
Internet	€0.99 per 200MB valid for one (1) calendar day	€10/MB charged per 10KB
MMS***	€0.059	€0.23/300Kb

We reserve the right to withdraw any of Our Prepaid Data Roaming tariffs generally or from any one of You at any time and to vary or amend any element of these tariffs or amend/alter/delete/terminate these terms and conditions (collectively the 'Modifications') at any time 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 termination thereof and in accordance with the applicable law.

Our [general prepaid terms and conditions](#) and any of Our other relevant terms and conditions shall apply.

© v.20.11