Top-Up Plan & Packs

- The epic Top-Up Plan (the 'Plan') is a prepaid plan and the epic Top-Up Packs (the 'Pack/s') are prepaid recurring bundles offered by Epic Communications Limited ('we') to its new and existing prepaid customers ('you') under these terms and conditions ('Specific Terms and Conditions'). When you subscribe to this Plan, you are automatically accepting to adhere to these Specific Terms and Conditions, <u>Mobile General Terms and Conditions</u> and any other relevant terms and conditions which will constitute a legally binding agreement between you and us (the 'Agreement').
- Upon purchasing any of the Packs, you will be automatically subscribed to the Plan and lose any unused benefits that you were benefitting from your previous plan/bundle. For the avoidance of any doubt, once subscribed to this Plan your usage will be charged in accordance with these Specific Terms and Conditions.
- 3. You may benefit from the Plan and Packs as from the 17th November 2020. This version of the Specific Terms and Conditions is applicable as from 17th November 2020.

4. The Top-Up Pack Benefits

4.1. The prices and rates specified below are inclusive of Value Added Tax and of the excise tax which is being deducted from the topped-up amount. For the avoidance of any doubt any other taxes which may be applicable shall be deducted accordingly.

The Packs	The Packs Benefits			The Packs Price	Validity Period
	Data to be used in Malta and whilst in EU & in the	local number whilst in Malta, the EU &	SMS to any local number whilst in		
Top-Up Talk	100MB	100Mins	100SMS	€4.99	28 days
Top-Up Data	4GB	-	-	€5.99	28 days
Top-Up Value Pack*	8GB	200Mins	200SMS	€9.99	28 days

Table 1: Benefits of the Top-Up Packs

Introductory Offer (Port-In Offer): We are offering a discount (Promo Pack) to any customer switching to epic and purchasing the Value Pack between the 18th December 2020 and the 21st February 2021 ("Promotional Period") unless extended further by us. How do I benefit? Simple! The Port-In Offer is available to any customer who during the Promotional Period joins epic and sends the exclusive subscription code, as indicated in the SIM

Card pack, to purchase the Value Promo Pack and benefit from the Port-in Offer. Once the customer sends the exclusive code he/she will benefit from the Value Promo Pack with the same benefits as Value Pack however at €4.99 instead of €9.99 (the Value Pack's standard price) for the first 3 consecutive recurrences. Once three (3) consecutive recurrences lapse, the Customer will be charged the standard price

- 4.2. You can benefit from one of the Packs upon successfully purchasing it through the credit in your account or else through your bank card. By purchasing any of the Packs you are opting for a recurring automatic purchase (of the same Pack).
- 4.3. The minutes & SMS benefits provided can be used to call or text any Maltese mobile or fixed number whilst in Malta and whilst roaming in EU or the UK. These does not apply for calls or text done from Malta towards EU numbers, referred to as international minutes or SMS, refer to term 7.4 for more information on such rates.

5. Out of bundle usage

5.1. Any usage beyond the Benefits listed in Table 1 above, prior to the expiry of the Validity Period of the Pack will be charged as follows:

Usage	From:	Towards:	Rates for Local & EU Usage	
Calls	Malta	Any local mobile and fixed	10c per min unitized per min	
		number		
	EU or	Any EU or UK or Maltese	10c per min unitized per min	
	UK	mobile and fixed number		
	Malta	Any EU or UK mobile and	22c per min	
		fixed number		
SMS	Malta	Any local mobile number	2c per SMS	
	EU or	Any EU or UK or Maltese	2c per SMS	
	UK	mobile number		
	Malta	Any EU or UK mobile	7c per SMS	
		number		
Data	Malta	Whilst in EU or UK	1c per MB unitized per 10MB	
1				

Table 2: Out of bundle rates for customers benefitting from the Packs

5.2. The following rates will apply in case you are subscribed to this Plan and the Validity Period of the Pack has expired and new Pack has not been not purchased:

From:	Towards:	Rates for Local & EU Usage
Malta	Any local mobile and fixed	25c per min
	number	
EU or	Any EU or UK or Maltese	25c per min
UK	mobile and fixed number	
Malta	Any EU or UK mobile and fixed	22c per min
	number	
N 4 - lt -		F CM (C
Malta	Any local mobile number	5c per SMS
EU or	Any EU or UK or Maltese	5c per SMS
UK	mobile number	
Malta	Any EU or UK mobile number	7c per SMS
Malta	Whilst in EU or UK	€0.99 per 200MB valid for one (1) calendar
		day, for the avoidance of doubt it is valid
		from 00:00 to 23:59 of the same day when
		the charge is triggered. Any remaining
		unutilised MBs shall not be carried forward
		upon the expiration day time-window. (this
		rate is applicable up to 6.25GB of usage
		after which you will be charged €0.02 per
	Malta EU or UK Malta EU or UK Malta	MaltaAny local mobile and fixed numberEU orAny EU or UK or MalteseUKmobile and fixed numberMaltaAny EU or UK mobile and fixed numberMaltaAny local mobile numberEU orAny EU or UK or MalteseUKmobile numberEU orAny EU or UK or MalteseUKAny EU or UK or MalteseUKmobile numberMaltaAny EU or UK or MalteseUKmobile numberMaltaAny EU or UK mobile number

Table 3: Out of bundle rates for customers subscribed to the Plan whose Pack has expired

6. Roaming:

- 6.1. Whilst roaming in the EU and the UK you can benefit from the allowances and rates listed in Table 1, Table 2 and Table 3 above. The EU roaming benefits provided with this Plan are subject to the Fair Use Policy in line with the EU Regulations further explained under <u>Mobile General Terms and Conditions</u>.
- 6.2. The following rates apply when roaming outside the EU and the UK:

Roaming outside	Any rest	Any rest of the word	Country is part of Prepaid
the EU	of the	country	Traveller: <u>Here</u>

Country is not part of Prepaid Traveller: <u>Here</u>

Table 4: Roaming rates applicable outside the EU

7. International Rates

7.1. The below table applies for calls and SMSs from Malta towards other than EU countries (mobile and fixed lines):

International	Malta	Any rest of the word	Standard rates + 75c set up
usage		country	fee. Please refer to <u>here</u> for
			more info.
			One World is applicable to be
			used with this plan. For more
			information visit <u>Here</u>

Table 5: Out of bundle rates for customers benefitting from the Packs

8. How to benefit/stop benefiting from the Plan and Packs:

8.1. You can purchase/re-purchase the Packs by using one of the below methods:

By logging in to Epic Account using **<u>Epic App</u>**.

OR

by logging in to Epic Account using Epic Web

OR

by sending a SMS to 16200 from the Mobile number you wish to subscribe – refer to Table 6 below

OR

by visiting one of our retail stores with your valid identification document

- 8.2. Upon purchasing any one of the Packs, we shall send you a verification SMS confirming that your order was successful and that you will be automatically switched on to Plan upon such confirmation. Following this confirmation SMS, you shall receive a second confirmation SMS confirming the successful purchase of the Pack. In the event that you use your mobile handset before receiving the second SMS notification, you shall be charged according to the plan you were subscribed to prior to the purchase of any of the Packs.
- 8.3. The following are the SMS codes to purchase or stop the repurchase of the Packs. You may purchase/stop purchasing any Pack at any time without incurring any penalty.

The Packs	SMS code for purchase	SMS code to stop the repurchase
The Packs	SMS code for purchase	SMS code to stop the repurchase

Top-Up Talk	Send a free SMS with 'Talk' to 16200	Send a free SMS with 'StopTalk' to 16200
Top-Up Data	Send a free SMS with 'Data' to 16200	Send a free SMS with 'StopData' to 16200
Top-Up Value Pack	Send a free SMS with 'Value' to 16200	Send a free SMS with 'StopValue' to 16200

Table 6: SMS codes

- 8.4. Should you stop the repurchase of any Pack, you will nonetheless benefit from the then active Pack until the end of its Validity Period. For the avoidance of doubt, in case you stop the repurchase of the Pack you will remain subscribed to the Plan and the rates listed in Table 3 shall apply.
- 8.5. Upon expiry of the Validity Period, you shall automatically be charged for the price of the same Pack (as indicated in Table 1), and the Pack shall be re-activated for another 28 days. You will be notified via an SMS to this effect. Any remaining benefits shall not be forfeited and shall therefore be carried forward to the next purchase of the same Pack.
- 8.6. If, upon the expiration of the Validity Period, you would not have sufficient credit (less than the price of the specific Pack) remaining in your account or your bank card purchase fails, you will be notified via SMS. In this case, any remaining benefits shall be forfeited and you will be placed on the Plan and the out of bundle rates in Table 3 above shall apply. Upon the expiration of the Validity Period, we will keep retrying to repurchase the Pack for 28 days ('Retrying Period'). Upon topping-up your account or enabling the bank card purchase during the Retrying Period, the Pack shall be re-purchased and the price of the Pack (as indicated in Table 1) shall automatically be deducted. Once this amount has automatically been deducted, you shall be notified by SMS. In the case that you wish to benefit from the Pack after the Retrying Period expires, you must re-purchase it in accordance with Term 8.1.
- 8.7. You can benefit from different Packs simultaneously, however the following shall apply:
 - 8.7.1. If during the Validity Period of a Pack, you purchase another Pack (of the same value) its Validity Period shall commence on the date of the subsequent purchase. Any remaining benefits of the first Pack will be carried forward and shall be used during the subsequent Validity Period of the second Pack.
 - 8.7.2. If during the Validity Period of a Pack, you purchase another Pack (of different value), the first Pack will remain available until the end of its Validity Period or the consumption of the Benefits. Once expired or consumed, the second Pack will come into effect. For the avoidance of any doubt, upon expiry any remaining benefits will be lost.

8.8. You can monitor your usage by sending a blank SMS to 16290 from your mobile phone free of charge. You are hereby being advised that this only serves as guidance as it may not always be accurate. Therefore, should you exceed the benefits provided with your pack; you will still be liable for all charges for out of bundle usage.

9. Contact Us:

9.1. You are advised to visit our website epic.com.mt, call our Customer Care on 247, send us an email on <u>247@epic.com.mt</u> or visit one of our retail outlets or authorised dealers, to learn more about this Tariff Plan.

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