

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:**

<u>Mobile Voice Telephony with following Monthly Bundle</u>	Data	Minutes	SMS
<b>Usage in Malta</b>	Unlimited	Unlimited	Unlimited
<b>Usage in EU</b> (Roaming in EU)	Unlimited	Unlimited	Unlimited
<b>Usage in Non-EU</b> (Roaming in Non-EU)	1GB to selected countries	Premium Traveller: Unlimited minutes to Maltese numbers/Unlimited SMS to anywhere/100MB/Unlimited incoming calls at €6 daily in selected countries.	
<b>International Usage</b> (Malta to EU)	0	Unlimited	Unlimited
<b>International Usage</b> (Malta to Non-EU)	0	200 mins to selected countries	200 SMS to selected countries
<b>If Applicable: Care Benefits / Equipment</b>	€299 subsidy on a device		

**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	<u>2yrs agreement</u>	<u>1yr agreement</u>	<u>After agreement expires</u>
With DDM	€59.99	€69.99	€69.99
Without DDM	€61.49	€71.49	€71.49
Adding a Device	Add €10 to the above	Not Applicable	Not Applicable
Time Limited Offer	6 months free on Fibre Home Internet when subscribing to Family: - for 2 lines deduct €23 from above 2yrs agreement - for 3 or 4 lines deduct €30 from above 2yrs agreement		

**Rates Outside the Monthly Bundle:**

<b>Data</b> MT/EU	<b>Minutes</b> From MT/EU to:				<b>SMS</b> From MT/EU to:	
	Zone 1	Zone 2	Zone 3	Satellite	Zone 1	Other countries
Free	Free	€0.51c/min	€0.91c/min	€6.50c/min	Free	€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 subsidised device the following penalty shall also apply: 100% of device subsidy in Year 1 & 50% of device subsidy in Year 2. This shall not exceed €400 and shall not be less than €150. In case you terminate in the last month of your Agreement, the penalty will be equivalent to your Monthly Access Fee.

**Downgrade and Upgrade:** In case of downgrade whilst in contract the following penalty applies: 30% of the difference in Monthly Access Fee x remaining months. In addition, the subsidy fee for your device in your initial contract will still apply. In the event of upgrade no penalty applies.

**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.

\* Article 102(3) of Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (OJ L 321, 17.12.2018, p. 36).

## epic Unlimited Super Plan

1. The epic Unlimited Super 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').
2. You may subscribe to the Tariff Plan as from the 10th January 2019. This version of the Specific Terms and Conditions is applicable as from 1<sup>st</sup> December 2020.
3. These Specific terms and conditions form an integral part of your Agreement for the provision of the services included in this Tariff Plan. These Specific Terms and Conditions constitute a legally binding contract between you and us and must be read in conjunction with (i) epic [General Terms and Conditions](#), (ii) epic [Secure E-Billing Service Terms and Conditions](#), (iii) [Rest of World epic Traveller](#), (iv) [Quality of Service term](#), (vi) [Acceptance Usage Policy](#), (vii) [Traffic Management Policy](#) and any other terms and conditions that might be referred therein. In the event of a conflict between any of the terms, the applicable precedence shall be the order in which the terms are mentioned in this term 3 (highest level of precedence first).
4. epic reserves the right to limit the number of Tariff Plans offered to a single person/legal entity. Use of our services is intended for private, personal, and legitimate consumer purposes only in accordance with the above terms and conditions. Failure to adhere to the [Acceptance Usage Policy](#) may lead to loss of, or restriction to your service. As from 5<sup>th</sup> March 2019, this Tariff Plan is offered by us to any new epic customers (meaning customers porting to epic Network), to customers migrating from epic pre-paid services onto this Plan or to customers whose agreements are due for renewal. For the avoidance of doubt any customers currently benefitting from other epic post-paid tariff plans shall terminate their plans in accordance with the respective applicable terms and conditions in order to subscribe to and benefit from this Tariff Plan.

### 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 Upon entering into a two (2) year agreement ('Agreement'), you can benefit from this tariff plan including monthly benefits (the 'Monthly Bundle'), fifty-nine Euros & ninety-nine cents (**€59.99**) each month when choosing Direct Debit Mandate ('DDM') as your method of payment.

5.3 Upon entering into a **one (1) year agreement** ('Agreement'), you can benefit from the Monthly Bundle at sixty-nine Euros & ninety nine cents (**€69.99**) each month when choosing DDM.

5.4 If you wish to benefit from a subsidy on one of our handsets when subscribing to this Tariff Plan, you will be required to sign a **two (2) year agreement** ('Agreement') and add an additional ten Euros (**€10**) to the Monthly Access Fee specified in term 5.2 above.

5.5 For the avoidance of doubt, once your Agreement term expires, you will continue benefitting from the Monthly Bundle on a rollover basis at sixty-nine Euros & ninety nine cents (**€69.99**) each month when choosing DDM.

5.6 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 or 5.3.

5.7 In the event that you use your mobile handset before receiving the SMS notification confirming your successful subscription to the Monthly Bundle, you shall automatically be charged according to the tariff plan you would be subscribed to prior to this subscription.

### 6. Monthly Bundle

6.1 Upon subscribing to the Tariff Plan you will benefit from the Monthly Bundle that includes:

#### Monthly Benefits

#### When in Malta and the EU

Minutes & SMS to local and EU mobile and fixed numbers	Unlimited
Minutes (towards mobile and fixed numbers) & SMS towards the <a href="#">Selected Countries (Australia, Canada, Turkey and USA)</a>	200
Data to be used in Malta & in EU	Unlimited Data

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.

## 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 the Monthly Bundle
International Usage whilst in Malta & EU	Any activity beyond benefits provided in your Monthly Bundle (if any) from Malta and the EU towards non-EU countries shall be charged as per term 7.6 below.

### 7.4 Rates for Other Services applicable in Malta and EU

Other Service	Rates
Calls/SMSs to Maltese Premium Rate Numbers	Charged outside of your Monthly Bundle 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 numbers click <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 any international number when in Malta
Video Calls	Not consumed from your Monthly Bundle. €0.25c to any local number when in Malta and any Malta and EU number when in EU.

### 7.5 Out of Bundle Charges whilst Roaming in Selected Countries

7.5.1 Any usage done over and above the monthly allowance provided with this tariff whilst roaming in the [selected countries](#), the following charges shall apply:

Service	Rate Outside the Monthly Bundle
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### Whilst in Selected Countries

Calls to Malta, EU & <u>selected countries</u>	€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, EU & <u>selected countries</u>	€0.05c per SMS
Data Usage	Any data usage consumed out of your data allowance will be charged at €0.10 per MB. 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 towards countries not listed above will be charged as per term 7.6 below.

### 7.6 International Calls

7.6.1 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 Selected Countries, Zone 1, 2, 3 and 4 countries;
- b. Whilst in the EU: Any Calls/Videocalls/SMS/MMS from EU to Selected Countries, Zone 2, 3 and 4 shall be charged as indicated below.

Zone	Calls & Videocalls	SMS	MMS
Zone 1 – EU Countries	FREE	FREE	€0.58c
Zone 2	€0.51c per minute	€0.23c	€0.58c
Zone 3	€0.91c per minute	€0.23c	€0.58c
Zone 4	€6.50c per minute	€0.23c	€0.58c
Selected Countries	€0.25c per minute	€0.05c	€0.58c

7.6.2 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 gives you the benefit of using your data when roaming in Selected Countries. For the avoidance of any doubt, this benefit in Monthly Bundle does not include calls and SMS allowance, therefore any minutes or SMS consumed whilst travelling in the selected countries will be charged as per term 7.5 above.

8.3 8.3. 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.

8.4 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 Premium 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:

Service	Applicable Administrative Charge incl. VAT
Migration from this Tariff Plan to prepaid	€10 one-time charge
Paper copy of your itemised bill	€3 per itemised bill
Downgrade to another pay monthly tariff plan with lower Monthly Access Fee	€10 one-time charge
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. Migration, Termination, Cancellation and Penalties

11.1 A penalty and/or the waived cost of the subsidised handset shall apply upon disconnection and termination (prior to the expiration of your Agreement) or upon migration to another pay monthly tariff plan with a lower Monthly Access Fee.

11.2 Penalty structure for 1 year Agreements:

Termination	30% of the Monthly Access Fee x remaining months
Downgrades	30% of the difference in Monthly Access Fee x remaining months
Upgrades/Same Level	No Penalty

11.3 Penalty structure for 2 year Agreements:

	Year 1	Year 2
Termination	30% of the Monthly Access Fee x remaining months	30% of the Monthly Access Fee x remaining months
Termination when benefitting from a subsidy (term 5.4)	100% of devices subsidy + (30% of the Monthly Access Fee x remaining months)*	50% of device subsidy + (30% of the Monthly Access Fee x remaining months)*

Downgrade	30% of the difference in Monthly Access Fee x remaining months**	30% of the difference in Monthly Access Fee x remaining months**
Upgrade/Same Level	No penalty**	No penalty**

\*In case you are benefitting from a subsidy on one of our handsets (see term 5.4) and you wish to terminate your Agreement, a penalty of not more than €400 and not less than €150 for a device subsidy shall apply. In case you terminate in the last month of your Agreement, the applicable penalty for termination will be equivalent to your Monthly Access Fee.

\*\*In case you are benefitting from a subsidy on one of our handsets and you wish to downgrade or upgrade your Tariff Plan, the additional subsidy fee for the handset payable in accordance with term 5.4 will be added to your new monthly access fee. If you wish to downgrade or upgrade your Tariff Plan and stop benefitting from a device subsidy, a penalty equivalent to 100% of devices subsidy during the Year 1 of your Agreement and equivalent to 50% of devices subsidy during the Year 2 of your Agreement shall apply.

## 12. Renewal

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 requested to apply for our secure e-billing 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. If you fail to provide us with your personal email address for e-billing purposes, you shall be charged an administrative fee of €3 per invoice to refund our processing and stationary costs for issuing paper bills.

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.

## 14. General Information on this Tariff Plan

14.1 When 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.

