

## Genius May 2020

1. The epic Genius Plan ('Genius Plan'/the 'Plan') is a prepaid plan offered by epic Communications Limited ('we') to its new and existing prepaid customers ('you') under these terms and conditions ('Specific Terms and Conditions').

2. You may subscribe to the **Genius Plan** as from the 27th June 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 constitute a legally binding contract between you and us and must be read in conjunction with: (i) Quality of Service term, (ii) epic, and any other term and condition 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), and any other term and condition 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. These Specific Terms and Conditions must be read in conjunction with epic Privacy Policy, epic Acceptance Usage Policy, Acceptance Usage Policy.

5. epic reserves the right to limit the number of the Plans offered to a single person/legal entity.

6. All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable, unless provided otherwise.

7. Genius Plan and Genius Options:

7.1. You can benefit from the Genius Plan upon successfully signing up by using one of the methods described in term 8 below. Once you sign-up to the Genius Plan your download and upload speeds will automatically decrease to 2Mbps giving you the experience explained in the speed guide, and the out of bundle rates set out in Table 2 below shall apply.

7.2. Once you are signed up to the Genius Plan, you can activate the **Genius 2.5GB/Genius 5GB/Genius 10GB** (collectively 'Genius Options'; each individually 'Genius Option') upon successfully topping up and avail yourself from the benefits described in the Table 1 below (depending on the top-up amount).

7.3. For the avoidance of any doubt, the Genius Options are only triggered by the successful top-up and you cannot purchase any of Genius Options from your credit, including the Credit Left in account as set out in Table 1 below.

**Table 1: Genius 2.5GB/Genius 5GB/Genius 10GB Options benefits:**

1. Discount on Price of the following Options: The Price of Genius 5GB Option will be discounted to €10.99 instead of €13.99 meaning that when topping up with €15, €10.99 will be deducted and €3.43 will remain in your main account. The Price of the Genius 10GB Option will be discounted to €17.99 instead of €18.99 meaning that when topping up with €20, €17.99 will be deducted and €1.24 will remain in your account. In the event that you top-up with €30, €17.99 will be deducted and €10.86 will remain in your main account. When topping-up with €50, €17.99 will be deducted and €30.09 will remain in your main account.

- i. Customers joining the Genius 2.5GB will get an extra 2.5GB every time they top-up
- ii. Customers joining the Genius 5GB will get an extra 5GB every time they top-up
- iii. Customers joining the Genius 10GB will get an extra 10GB every time they top-up

Benefits	Genius 2.5GB	Genius 5GB	Genius 10GB
<b>Data (to be used in Malta and whilst in EU)</b>	2.5GB*	5GB*	10GB*
<b>Calls to all local epic Numbers</b>	Unlimited	Unlimited	Unlimited
<b>Price of the Option</b>	€8.99	€13.99**	€18.99**
<b>Validity Period</b>	28 days	28 days	28 days
<b>Top-Up Trigger</b>	€10 Top-Up	€15 Top-Up	€20 or more Top-Up
<b>Credit in the main account</b>			€0.24 left if topped up with €20 €9.86 left if topped up with €30*
(The amounts listed in this section are final, which means that the 4% excise tax has been already deducted from the topped up amount)	€0.63	€0.43	€29.09 left if topped up with €50
			*(The following top-up denomination is available only online that is through Epic App or Epic Website)

\*Summer Promo Offer: As a summer promo offer, we are offering double data to any customers subscribing, joining or migrating to Genius Plan and opting for either Genius 2.5GB, 5GB or 10GB between the 10th June 2020 until 30th April 2021 ("Promotional Period") unless extended further by us. During the Promotional Period:

**Validity?** Customers can benefit from the Summer Promo Offer during the Promotional Period. For the avoidance of doubt, customers who during the Promotional Period top-up and satisfy the criteria listed in Clause 7 will benefit from the Summer Promo Offer.

**How do I benefit?** Simple! Anyone joining, subscribing or migrating during the Promotional Period will benefit from the extra data allowance every time they top-up during said Promotional Period with the top-up triggers listed in clause 7

**7.4.** The benefits (Data allowance & epic minutes) provided with each Option are valid for the duration of the Validity Period set out in Table 1 above, unless you top up with the same Top Up Trigger amount whilst your Genius Option is still valid (see point 1 below). This means that there are two scenarios that apply to your benefits depending on the amount and time of your next Top Up:

i) Top up with the same Top Up Trigger amount whilst your Genius Option is still valid (see Validity Period in Table 1 above)

a. Any remaining benefits will be carried forward and can be used during your next Validity Period  
b. Example: Day 1 you top-up €10 and you get Genius 2.5GB which expires in Day 28. On Day 26 you top-up again with €10; this will trigger Genius 2.5GB again, and you will also keep any unused data from your previous Genius 2.5GB Option and can be used whilst the 2nd Option is valid.

ii) Topping up with different Top Up Trigger amount whilst your Genius Option is still valid (see Validity Period in Table 1 above)

a. The benefits provided with your 1st Genius Option will remain valid and available until the expiry of its Validity Period; once its Validity Period expires any remaining benefits from the 1st Option will be lost. This means that upon such expiry, or in case you use all the remaining benefits from the 1st Option, you can start using the benefits provided with the 2nd Option.

b. Example: Day 1 you top-up €10 and you get Genius 2.5GB which expires on Day 28. On Day 26 you top-up again with €15 and Genius 5GB is provided. Between Day 26 and Day 28 your options will accumulate. On Day 28 any remaining benefits from the 2.5GB Genius Option will be removed and you will continue benefiting from the 2nd Genius Option benefits.

**7.5.** Should the Validity Period of your Genius Option expire any remaining unused benefits will be forfeited upon the expiration of the Validity Period of your Option. For the avoidance of doubt, this does not apply to the Credit left in your account which will remain available. Upon the expiration of the Validity Period, 1-day before the expiration of the 4 weeks' period & 2 hours before the expiration of the 4 weeks' period you will receive an SMS notification whereby we inform you that the Genius Option has expired or shall expire (as applicable) and any unused data has therefore been lost.

**7.6.** In case:

- a. your Genius Option has expired; or
- b. you have consumed all the benefits provided with your Genius Option; or
- c. you have signed up to Genius Plan;

and you have not topped up with €10 or more to trigger another Genius Option, the rates shall set out in Table 2 shall apply. For the avoidance of any doubt, the rates set out in Table 2 apply also to any out of bundle usage, i.e. usage of services that are not included in the benefits provided with the Genius Options (as stated in Table 1).

**Table 2: Out of Bundle Rates**

<b>Out of Bundle Rates (Local and EU) –</b>	<b>Calls: €0.10c/min</b> <b>SMS: 5c per SMS.</b>
	The above rates apply for any usage done towards any other local number (mobile and fixed), EU to other EU number (mobile and fixed) and also from EU towards Maltese numbers (mobile and fixed). For calls done from Malta towards EU (mobile and fixed lines) the rate of 22c per minute applies whilst for SMS sent from Malta towards EU the rate of 5c per SMS applies. <b>Data:</b> 99c per 200MB valid for one (1) calendar day will be applicable. Any remaining unused MBs shall not be carried forward upon the expiration day time-window, for the avoidance of doubt it is valid from 00:00 to 23:59 of the same day when the charge is triggered. This Out of Bundle rate will commence once all the data allowance within the Plan is consumed and will continue to recur until a totality of 6.25GB. Any data above this limit will be charged at the rate of 2c/MB, unless you purchase an Add-On Bundle listed in Table 3 below.

**7.7** 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 data allowance provided with your Option; you will still be liable for all charges for out of bundle usage.

**7.8.Roaming** You can benefit from Genius Option whilst roaming in the EU as described in in Table 1 above or from the Genius Plans' Out of Bundle rates set out in Table 2. The EU roaming benefits provided with this 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](#). Refer to [Rates by Country](#) for more information on charges when roaming outside of the EU.

**8. How to sign up to the Genius Plan:**

**Sign  
up**

by logging in to Epic Account using [Epic App](#).

**OR**

by logging in to Epic Account using Epic Portal

**OR**

Sending a SMS to 16200 from the Mobile number you wish to subscribe, writing 'YES'

**OR**

Visit one of our retail [stores](#) with your ID Card and Passport

**8.1.** Upon signing up to Genius Plan, we shall send you a verification SMS confirming that your sign up was successful. You will be automatically switched on to Genius Plan upon such confirmation.

**8.2.** In the event that you use your mobile handset before receiving the SMS notification confirming your successful sign-up to Genius Plan, you shall automatically be charged according to the plan you would be subscribed to prior to initiating the signing up.

**8.3.** Once you sign-up to the Genius Plan your speed will automatically decrease to 2Mbps giving you the experience explained in the [speed guide](#), and the Out of Bundle rates set out in term 7.6 above shall apply.

**8.4.** Upon signing up to Genius Plan, you will automatically lose any unused benefits that you were benefitting from your previous plan.

**9. How to benefit from one of the Genius Options:**

**9.1.** In order to benefit from one of the Genius Options, you need to Successfully sign up to the Genius Plan by using one of the methods described in term 8 above and successfully topping up your account with a credit equal to the Top Up Trigger of Option selected by you (refer to the Top Up Triggers listed in the term 7.3 above).

**9.2.** The Genius Option benefits will be assigned once a successful top up is completed.

**10. How to unsubscribe from Genius Options:**

**Unsubscribe**

**Send an SMS with 'STOPYES' to 16200**

**10.1.** You may unsubscribe from Genius Plan at any time. Unsubscribing from the Genius Plan by sending the SMS text provided in this term, will automatically mean that you are opting-out of both the Genius Plan and the Genius Options. For the avoidance of any doubt, this is applicable for all Options. Upon successfully unsubscribing you will be placed on the epic Base Plan subject to [epic Base Plan Terms and Conditions](#).

**10.2.** Should you subscribe to another prepaid or post-paid plan whilst benefiting from one of the Genius Option any benefits provided with such Option will be forfeited as explained in term 7 above. Once opted in to the Genius Plan, you may switch between the Genius Options at any time depending on the top-up amount as explained in term 7.4 above and the benefits may remain valid as explained in term 7.4 above.

**10.3.** If you, whilst being subscribed to the Genius Plan, decide to subscribe to any other prepaid plan offered by us or to any Top Up and Get plan or add-on bundle that is not compatible with the Genius Plan, you shall automatically stop benefiting from the Genius Plan and your Genius Option and any unused benefits of such Option shall be lost.

**11. Additional Add-On Bundles ('Add-Ons') available with Genius Options**

**11.1.** All charges deriving from any available Add-On bundles are inclusive of VAT but exclude any other additional tax.

**12. General Information on this Plan**

**12.1.** When you subscribe to this Plan, you are automatically accepting to adhere to these Specific Terms and Conditions.

**12.2.** 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, as may be applicable. Your continued use of the service after the expiration of the 30-day time-period signifies your acceptance of any amendment.

**12.3.** From time to time we may modify the standard settings and/or features of your 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 notice and term 12.2 above will not apply.

**12.4.** 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'.

**12.5.** You are advised to visit our website, send us an email on [247@epic.com.mt](mailto:247@epic.com.mt) or visit one of our retail outlets, to purchase or learn more about this Plan and/or individual Options. Further support on prepaid plans is available at [epic.com.mt/support](http://epic.com.mt/support). Mobile data speeds may vary from time to time due to contention ratios on the network and other factors outside our control,

which include dependency on the network coverage as well as on your device. Currently our mobile data service on this Tariff Plan is able to support download and upload speeds up to 2MBps. For further information about the mobile data speed of this Tariff Plan, kindly see our [speed guide](#).

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