

epic Communications Limited

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>Fixed Telephony with following Monthly Bundle</u>	
Fixed Internet Allowance	400 GB
Rate when exceeding 400GB	€10/100GB
Telephony Service	Minutes
Calls to any local fixed number	Unlimited
Calls to local epic mobile numbers	Unlimited
Calls to any other local mobile number	€0.23c/minute
If Applicable (Internet Device Provided)	Yes

Speed of Internet and Remedies

The fixed speeds are up to **15Mbps** Upload Speed & **35Mbps** 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	2yrs agreement	1yr agreement	After agreement expires
With DDM	€45	€45	€45
Without DDM	€46.50	€46.50	€46.50
Device Rental Fee	Not Applicable	€5/monthly	Not Applicable
Time Limited Offer	A discount of €15/month for the contract duration applies to epic customers subscribed to any mobile Post-paid plan A discount of €10/month for the contract duration applies to epic customers subscribed to any mobile pre-paid plan with at least 6 months of consecutive top-ups.		

Rates Outside the Monthly Bundle:

Local Fixed Data over 400GB	€10/100GB
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Administrative Fees

- **Paper Copy of Itemised Bill & Paper Bills:** €2 per paper copy
- **Late Payment Fee:** €2 penalty for each invoice not paid before due date
- **Direct Debit Reversals:** €5
- **Suspension of service reconnection fee:** €10 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. Other charges specific to epic Business Fixed Internet and Telephone Services are listed in the applicable Terms and Conditions.

Duration, renewal and termination**Contract duration:** 12 or 24 Months

Termination: If you are terminating whilst in contract the following penalty applies: 50% of the Monthly Access Fee x remaining months. You must return all Equipment alongside with its original packaging box provided to you by us in good working condition. In default, or should this Equipment be returned damaged or faulty resulting from, but not limited to, misuse, mishandling, wilful damage by liquids, connection to unsuitable supply power, surges, lightning, tampering or service by unauthorised personnel, will be liable to pay us the sum of €200 per damaged Equipment.

Downgrade and Upgrade: Not Applicable

Monthly Device Rental Fee

IP-Dynamic 1 FREE

**Installation Charge
and On-site support
Charge** Refer to term 6.2 below

**Buy and Try
Promotion as per
term 4 below** Available when signing a **2year agreement**

Service Description TSR download estimate 10-30 Mbps

Telephony Service

Calls to any local
fixed number Unlimited

Calls to local epic
mobile numbers Unlimited

Calls to any other
local mobile number €0.23/min

Calls to Premium
Rate Numbers Charged outside of your unlimited call minutes
Premium Call Rate = fixed line call rate + premium
rate of the call
For more information on premium rates
visit <http://www.mca.org.mt/notices-and-announcements/premium-rate-numbers-all-you-need-know>

International Call
rates For more information visit
<https://www.epic.com.mt/fixed-line-international-call-rates>

*Promo Offer

As of the 3rd September 2020 until the 3rd August 2021 ("Promo Period") customers shall benefit from the hereunder listed discounts subject to the below conditions:

1. Customers benefitting from existing Tariff Plans discounts and paying €25/month or €35+/month on their Tariff Plans who will be renewing their agreement for a further period of 24 months shall benefit from a discount of €20 on the full Monthly Access Fee.
2. Customers benefitting from existing Tariff Plans discounts and paying €30/month on their Tariff Plans who will be renewing their agreement for a further period of 24 months will benefit from a discount of €15 on the full Monthly Access Fee.
3. Customers signing up for a 24-month agreement on the Tariff Plans will benefit from the following discounts:
 - a. A discount of €20 on the Monthly Access Fee applies to customers currently subscribed to any Vodafone pay monthly plan, with an active agreement.
 - b. A discount of €15 on the Monthly Access Fee applies to customers currently subscribed to any Vodafone prepaid plan.
 - c. A discount of €10 on the Monthly Access Fee applies to customers not having any current services with Vodafone.

Customers shall continue benefitting from the discounts granted upon signing the 24-month agreement (even following the lapse of such 24-month term) should they still be subscribed to the service which allowed them to benefit from the discount (in line with this Promo Offer).

The Promo Period may be further extended at our discretion. We reserve the right to amend, vary and/or terminate the discounts and/or the Promo Period.

** The following Discounts apply for customer renewing this service:

- A **discount of €20/month** applies to epic WiMax customers currently paying €18/month.
- A **discount of €15/month** applies to epic customers currently paying €25/month.

*** Telephony Service will not be automatically included for the customers migrated from to this Tariff Plan from the Link Plans (epic Link Plan for Customers migrated from WIMAX services or epic Link Plans) that included only data services. Such customers can add the Telephony Service to the Tariff Plan by signing a new 2-year agreement.

4. Offers with epic Internet Extra & Telephone Service

4.1. epic is offering you the **Buy and Try promotion** when choosing **Option B**. This promotion gives you:

- a) **Cooling Off Period:** These Tariff Plans come with a **14-day cooling off period** within which you can decide to stop the agreement, by returning the device/s to the epic Destination Store (Birkirkara Bypass), without incurring any penalties. All devices must be returned in a good working condition, and with their original packaging, in default, a penalty of €200 shall apply in line with term 6.2 below.
- b) The **Buy and Try promotion** shall be available once, per subscriber, per contract.

5. Proper use of the Fixed Internet Device (the 'Device')

5.1. The Fixed Services provided for under this Tariff Plan should be used in good faith, and by respecting the limits as set out in this term 5.

5.2. You hereby acknowledge and accept that the Device provided for by epic is used solely at the fixed address that you provide upon activation of the Fixed Services. Should you wish to change your fixed address, you are requested to contact us in accordance with term 11.2. The use of the Device at any other address than the one communicated to us is strictly prohibited. Should you breach this term 5.2, epic reserves the right to terminate and/or suspend your Fixed Services

5.3. The Fixed Internet Service carries with it a data cap of 400GB per month (the 'Data Limit'). Once you reach this Data Limit, you will be charged €10 per 100GB used throughout the rest of the month. Any unutilised data at the end of the month shall not be carried forward to the following months.

6. Administrative charges and other rates

6.1. The following administrative charges shall apply:

Service	Applicable Administrative Charge incl. VAT
Paper copy of your itemised bill	€2 per itemised bill
Direct Debit Reversals	€5
No Direct Debit Mandate	€1.50 per month
Suspension of Service – reconnection charge	€10
Paper bills	€2 per invoice
Change in Customer Details	FREE

These charges cover the work involved in processing each request/payment instructions as well as any stationary costs relative thereto.

6.2. **Other Rates** that may apply:

Service/ Product	Applicable Rate incl. VAT
Static IP address	€2 per month for each Static IP
CPE Fixed Internet Device	€200/ device
Choosing you own Fixed Telephone number	€6.50 one-time charge
Device Rental Charge for Internet and Telephone Service (for 1-year agreements)	€5/ month
Support charges (Technician Office visit) during business hours	€25 for the first hour and €15 for subsequent hours
Support charges (Technician Office visit) during non- business hours (incl. Sundays and Public holidays)	€30 for the first hour and €17 for subsequent hours
Abandoned Installations	€20
Optional External Antenna Installation	€125 one-time charge
Late Payment Penalty (applicable for customers subscribing to this Tariff Plan as from the 1st October 2016)	€2 penalty shall apply for every invoice that is not paid within the due date stated on the invoice

7. Disconnection and Penalties

7.1. A penalty equalling to **50% Monthly Access Fees (excluding additional fees) × Remaining months into contract** shall apply upon disconnection and/or termination (prior to the expiration of your Agreement).

7.2. Upon disconnection of service, the Device alongside with its original packaging box should be returned to any of epic's retail outlets in good working condition. In default, or should this equipment be returned damaged or faulty resulting from, but not limited to, misuse, mishandling, wilful damage by liquids, connection to unsuitable supply power, surges, lightening, tampering or service by unauthorised personnel, the customer will be liable to pay epic the sum of €200.

7.3. epic reserves the right to terminate the service if there is a breach of these terms and conditions. Provided that in such circumstances, you shall still be liable to pay the applicable penalty in terms of term 7.1 above.

8. Payment

8.1. The Monthly 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 an out of bundle usage at the rates provided in term 3.2 above.

8.2. Payment for this Tariff Plan will be via Direct Debit Mandate.

8.3. epic reserves the right to impose interest at the maximum rate permissible at law with respect to any overdue amount owed to epic for the fixed services provided.

9. You may renew your agreement either by calling customer care on 16230 or by visiting one of our retail outlets. The list of our retail outlets may be found on this link www.epic.com.mt/epicstores

10. E-Billing: 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 start receiving a monthly SMS notification on your mobile number, informing you that your e-bill has been issued. You shall be charged a monthly administrative fee of €2 per invoice if you fail to provide us with your personal email address.

11. General Terms and Conditions

11.1. Upon subscribing to this Tariff Plan, you are automatically accepting to adhere to these terms and conditions, and the General Fixed Services terms and conditions.

11.2. You are advised to call 1623, send us an email on 247@epic.com.mt or visit one of our retail outlets, to learn more about this Tariff Plan. The list of our retail outlets may be found on this link: www.epic.com.mt/epicstores

11.3. 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 benefiting from a device subsidy a penalty for a device (term 7) 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.

11.4. 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 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 11.3 will not apply.

11.5 The benefits of this Tariff Plan are meant for individual residential use. Furthermore, we reserve the right to suspend or terminate your service if you abuse of the service and/or use it in a way for which it is not intended.

11.6 Bandwidth management: In order to guarantee our network integrity, and your access to all points of the Internet even during peak hours when the traffic is particularly high, epic, whilst respecting the principle of equal treatment of traffic, reserves the right to introduce temporary and non-discriminatory traffic management measures.