Epic Communications Limited
Level 6, SkyParks Business Centre
Malta International Airport
Luqa LQA 4000 – Malta

Epic Fixed Home Internet Only Services

Date: 21.05.2021

Epic Communications Limited

Contract Summary

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:

Fixed Internet Allowance	400 GB
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	Month on Month	After agreement expires
With DDM	€24.99	€24.99	€24.99	€24.99
Without DDM	€26.49	€26.49	€26.49	€26.49
Device Rental Fee	Not Applicable	€5/monthly	€5/monthly	Not Applicable
Non-refundable Device Fee	Not Applicable	Not Applicable	€75 one time fee	Not Applicable

Administrative Fees

- **Paper Copy of Itemised Bill:** €2 per paper copy
- **Paper Bills:** €3 per invoice
- **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 are listed in the applicable Terms and Conditions.

Duration, renewal and termination

Contract duration: 12 or 24 Months or Month on Month

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, lightening, tampering or service by unauthorised personnel, will be liable to pay us the sum of €200 per damaged Equipment.

Downgrade and Upgrade: Not Applicable

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 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 Fixed Home Internet Services

1. The Epic Fixed Internet Services is offered as a promotion by Epic Communications Limited ('we') to new fixed services customers ('you'). epic reserves the right to limit the number of plans offered to a single person/legal entity. 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 and must be read in conjunction with (i) General Fixed Services Terms and Conditions, (ii) Epic Secure E-Billing Service Terms and Conditions, (iii) 4G Service terms 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).

2. You may subscribe to the Epic Fixed Internet Only service as from 21st May 2021.

3. Epic **Fixed Internet Service Plans** available (the '**Tariff Plan**'):

3.1. All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.

3.2. Fixed Internet Plan: Epic **Fixed Home Internet Service on a two (2) year agreement**

Monthly Access Fee	**€24.99 /month**
Fixed Internet data cap	400GB /month
Download Speed (estimated maximum)	Up to 35Mbps
Upload Speed (estimated maximum)	Up to 15Mbps
Internet Device Provided by Epic– Monthly Device Rental Fee	2year agreement – No 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

4. Epic Fixed Home Internet Offers

4.1. Epic is offering you the **Buy and Try promotion** when **signing up for a 2year agreement**. 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 Birkirkara Store, 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, Epic reserves the right to suspend and/or stop your service for the remainder of the then current month. Any unutilised data from the 400GB data cap 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	€3 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
Device Rental Charge for Internet Service (for 1-year and Month on Month agreements)	€5/ month
Non- refundable device fee (for Month on Month agreement)	€75 one-time fee
Support charges (Technician Home visit) during business hours	€25 for the first hour and €15 for subsequent hours
Support charges (Technician Home 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 stores 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 by visiting one of our retail stores.

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 stores, to learn more about this Tariff Plan.

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.

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