Date: 26.11.2021

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

Epic Communications Limited

Contract Summary

This contract summary provides the main elements of this service offer as required by EU/UK Law*. It helps to make a comparison between service offers. Complete information about the Service is provided in other documents

Services and Equipment:

Mobile Voice Telephony with following Monthly Bundle	Data	Minutes	SMS	
Usage in Malta	3.5GB	Unlimited	Unlimited	
Usage in EU/UK (Roaming in EU/UK)	3.3GB	Unlimited	Unlimited	
Usage in Non-EU/UK (Roaming in Non-EU/UK)	Traveller: 100 minutes to Maltese numbers/100 SMS to anyone/100 MB/Unlimited incoming calls at €5.99 daily in selected countries.			
International Usage (Malta to EU/UK)	0 Unlimited Unlimited			
International Usage (Malta to Non-EU/UK)	0 60 Minutes to Zone 2 & 3 60 SMS to Zone		60 SMS to Zone 2 & 3	
If Applicable: Care Benefits / Equipment	€299 Subsidy on device			

Speed of Internet and Remedies

The mobile data speeds are up to 90Mbps Upload Speed & 1500Mbps Download Speed and are only available on 5G capable devices that are enabled on the Epic network and are subject to location. (Visit one of our stores in the event of regular discrepancy in speed or other quality measurements.)

Price

Recurring charges

	2yrs agreement	1yr agreement	After agreement expires
Monthly Access Fee	€60.00	€70.00	€70.00
Adding a Device	Add €10 to the above	Not Applicable	Not Applicable
Time Limited Offer	Not Applicable		

Rates Outside the Monthly Bundle:

Data in EU/UK	Minutes From MT				SMS From MT				
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5 - Satellite	Zone 1	Zone 2 & 3	Zone 4	Zone 5 -Satellite
€5/500MB	€0.22c/min from MT to EU/UK only	€0.51c/min	€0.91c/min	€4.50c/min	€9.99c/min	€0.05c/min from MT to EU/UK only	€0.23c/SMS	€0.99c/SMS	€0.99c/SMS

Administrative Fees

- o **No Direct Debit Mandate:** €1.50 per tariff plan
- o Paper Copy of Itemised Bill & Paper Bills: €3 per paper copy
- o **Paper Bills:** €2 per invoice
- o Late Payment Fee: €2 penalty for each invoice not paid before due date
- o Direct Debit Reversals: €5
- o **Migration to Prepaid and Tariff Downgrade:** €3 one time charge
- Suspension of service reconnection fee: €10 one time charge
- o 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 €100. 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

^{*} Article 102(3) of Directive (EU/UK) 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).

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.

Business Advantage Plan

- 1. The Business Advantage pay monthly tariff plan is offered by Epic Communications Limited ('we') to its new and existing customers ('you'). Epic reserves the right to limit the number of Red Business monthly tariff plans offered to a single person/legal entity.
- **2.** You may subscribe to the Business Advantage Plan as from the 18th January 2016. This version of the terms and conditions is applicable as from 26th November 2021.
- **3.** These terms and conditions must be read in conjunction with <u>General Terms and Conditions (Prepaid & Pay Monthly Services)</u>, Epic <u>Secure E-Billing Service Terms and Conditions</u>, our <u>Non-EU/UK Epic Traveller terms and conditions</u>, our <u>Quality of Service term</u>, our <u>4G Service terms</u>, and any of our other relevant terms and conditions shall also apply.

4. Business Advantage Plan (the 'Tariff Plan')

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

4.1 - Benefit from the below bundle (the 'Bundle'), upon payment of seventy-one Euro and fifty cents (€71.50) each month ('Monthly Access Fee') and upon signing a **one (1) year agreement**. This will entitle you to the below benefits on a monthly basis:

Local Usage:

- **4.1.1** Unlimited minutes to all Malta and zone 1 EU/UK fixed and mobile numbers;
- 4.1.2 Unlimited SMSs to all Malta and zone 1 EU/UK mobile numbers;
- **4.1.3** 3.5GB of local Internet on your mobile at upload speeds up to 90Mbps & download speeds up to 1500Mbps and are only available on 5G capable devices that are enabled on the Epic network and are subject to location. (see also clause 4.1.9 for roaming Internet on your mobile usage);

Usage to abroad whilst in Malta:

- **4.1.4** 60 min to Zones 2, & 3*
- **4.1.5** 60 SMS to Zones 2, & 3*

*Zones are defined in term 5.3 below

Usage whilst abroad in the EU/UK:

These roaming benefits are subject to the Fair Use Policy in line with the EU/UK Regulations further explained under clause 13.2. of General Terms and Conditions (Prepaid & Pay Monthly Plans).

- 4.1.6 Unlimited calls to all EU/UK countries
- 4.1.7 Unlimited SMS to all destinations
- 4.1.8 Free unlimited incoming calls
- **4.1.9** Your 3.5GB Internet on Your Mobile as mentioned in clause 4.1.3, will be made available for sharing whilst roaming in the EU/UK per month; and
- **4.1.10** The above mentioned Bundle benefits shall be provided on a monthly basis and any unutilised benefits at the end of the month shall not be carried forward to the following months.
- **4.2** If you wish to use Direct Debit Mandate ('DDM') as your method of payment, you shall benefit from one Euro and fifty cents (€1.50) discount on your Monthly Access Fee.
- **4.3** If you wish to benefit from a subsidy on one of our handsets, you will be required to sign a **two (2) year** agreement ("Option 1")
- **4.4** If you do not wish to benefit from a subsidised handset, you may benefit from a ten (€10) Euro monthly discount (Eco-Credit) on your Monthly Access Fee, when signing a **two (2) year agreement** ("Option 2")

5. Rates outside Tariff Plan and Information on Charges

5.1 - Any usage beyond what is provided in the Bundle for this Tariff Plan shall be charged at the rates provided in this term 5 as outlined below.

5.2 - All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable. You may check/monitor your Bundle usage for calls/SMS/data usage originating from Malta by sending an SMS to 16290 free of charge. For the avoidance of any doubt, this does not apply whilst roaming.

- Out of Bundle Rates:

Service	Rate Outside Bundle
All Local Calls	€0.25c per minute
	Any local or EU/UK Roaming data usage consumed out of your
Local & EU/UK	data allowance will be charged at €5 per 500MB. This bundle
Data Usage	will commence once all the data allowance within the tariff is
	consumed and recur indefinitely until the end of the month
Local SMS	€0.05c per SMS
Calls whilst	
roaming in EU/UK	€0.25c per minute
to EU/UK Countries	
Calls whilst	
roaming in EU/UK	€3.99c per minute
to non-EU/UK	C3.77C per minute
numbers	
SMS whilst roaming	CO OF a new SMS
in the EU/UK	€0.05c per SMS

- Rates for Other Services applicable in Malta and the $\ensuremath{\text{EU/UK}}$

Other Services	Rates Charged outside of your call minutes/SMS Bundle
Calls/SMSs to Maltese Premium Rate Numbers	 Premium Call Rate = fixed line call rate (consumed from plan) + premium rate of the call Premium SMS Rate = charged at the premium rate For more info on premium numbers click here. These rates may change from time to time depending on the applicable regulation For the latest applicable rates on premium numbers click here.
Calls to International Premium Rate Numbers	Charged outside of your Monthly Bundle Premium Call Rate is applied on a per minute basis These rates may change from time to time depending on the charges applied by the premium number operator. For the latest applicable rates on premium numbers click here .
MMS	€0.23c per MMS when in Malta
Video Calls	Not consumed from your Bundle. Charged at €0.25c per minute to any local number. when in Malta and any Malta and EU/UK number when in the EU/UK
Calls whilst roaming in EU/UK to non-EU/UK numbers	€3.99c per minute

Calls to Satellite	€9.99c per minute whilst roaming anywhere
Numbers	

5.3 - International Rates for calls/videocalls/SMSoriginating from Malta to the Zones found in Table 1 below shall be charged as indicated in Table 1 below. Provided that calls/SMSs originating from Malta to Zones 1, 2 and 3 shall first be consumed from your Bundle.

Zone	Calls & Videocalls	SMS
Zone 1 – EU/UK Countries	€0.25c per minute	€0.05c
Zone 2	€0.51c per minute	€0.23c
Zone 3 – Rest of the World	€0.91c per minute	€0.23c
Zone 4	€4.50c per minute	€0.99c
Zone 5 – Satellite	€9.99c per minute	€0.99c

⁻ Table 1: International Rates

6. Non-EU/UK Roaming

- **6.1** The Bundle provided with this Tariff Plan does not apply whilst roaming outside the EU/UK. When roaming outside of the EU/UK, the Non-EU/UK Epic Traveller tariff plan together with the respective terms and conditions shall apply. This is the default tariff whilst roaming outside the EU/UK, unless opted to the World Rates.
- 6.2 You will have the option to unsubscribe to our Non-EU/UK Epic Traveller tariff plan.
- **6.3** No bill shock preventer or data roaming notification is available on the Non-EU/UK Epic Traveller tariff plan. To be able to avail yourself from data roaming notification, you must be subscribed to our World Rates.
- **6.4** Call our Customer Care on 247, send an e-mail on <u>247@Epic.com.mt</u> or visit our website on <u>to view our Non-EU/UK Epic Traveller tariff plan</u> terms and conditions.

7. Administrative charges

The following are the administrative charges that shall apply in any of the following circumstances when subscribed to this Tariff Plan:

ı	Service	Applicable Administrative Charge incl. VAT
	Migration from this Tariff Plan to prepaid	€3 one-time charge
	Removal of an Add-On/Value Added Service as long as this is not tied to a penalty	€3 per add-on/value added service removal
	Paper copy of your itemised bill	€3 per itemised bill
	Downgrade to another pay monthly tariff plan with lower Monthly Access Fee	€3 one-time charge
	Twin SIM functionality	€5 per month
	BES (Blackberry Enterprise Server)	€13 per month
	Direct Debit Reversals	€5
	Suspension of Service – reconnection charge	€10
	Paper bills	€2 per invoice

⁻ For information on the countries that fall within the Zones 1 2,3and 4 please visit Epic.com.mt/goingabroad-b

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 specified on the respective invoice.

8. Add-On Packs

8.1 - 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.

9. Value Added Services

9.1 - Once on this Tariff Plan, you may opt to benefit from Value Added Services ('VAS'). For more information on which VAS are available with this Tariff Plan, call 247, free of charge from your handset, visit one of our retail outlets, or visit our website.

10. Disconnections, Migrations and Penalties

10.1 - A penalty 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

- Penalty structure for 1 year tie-ins

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

- Penalty structure for 2 year tie-ins - Applicable for Options 1 $\&\,2$

	Year 1	Year 2
Termination - Option 1	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)
Termination - Option 2	30% of the Monthly Access Fee x remaining months *	30% of the Monthly Access Fee x remaining months *
Downgrade - Options 1 & 2	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 - Options 1 & 2	No Penalty	No Penalty

- *If you wish to terminate an Option 2 contract, a penalty of not more than €400 and not less than €100 will apply. If terminating the Option 2 contract in the last month of your contract, the applicable penalty for termination will be equivalent to your Monthly Access Fee.

11. Payment

11.1 - For the first month of your Agreement, 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 any out of Bundle usage. Thereafter

you shall be charged the Monthly Access Fee as per term 4 above together with any Out of Bundle usage and shall be charged in arrears.

- **11.2** In the event of an invoice/s not being paid within the stipulated due date, Epic reserves the right to restrict, suspend, and/or disconnect the service without notification.
- **11.3** Upon suspension of service, Epic reserves the right to apply administrative charges as appropriate in accordance with term 7 above.

12. Renewals

12.1 - You may renew your agreement upon expiry 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. General Information on this Tariff Plan

- **13.1** If you do not use up the allocated Bundle within any given month, the remaining minutes/SMSs/data will not be carried forward to the following month.
- 13.2 All charges deriving from these Tariff Plans are inclusive of VAT but are exclusive of excise tax.
- 13.3 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 plan you would be subscribed to prior to this subscription.
- **13.4** 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, 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.
- **13.5** If you opt to choose a mobile phone that exceeds the subsidised value, a deposit equivalent to 3 months access fee of your Tariff Plan, is required upon subscription.
- 13.6 For the purposes of these terms and conditions, 'Epic Roaming' shall refer to EU/UK countries and those countries as specified on the Roaming with Red Business page found here: www.Epic.com.mt/roamwithb

14. General Terms and Conditions

- 14.1 Upon subscribing to this Tariff Plan, you are automatically accepting to adhere to these terms and conditions.
- 14.2 You are advised to visit our website Epic.com.mt, call our Customer Care on 247, send us an email on 247@Epic.com.mt or visit one of our retail outlets or authorised dealers, to learn more about this Tariff Plan. The list of our retail outlets may be found on this link: https://www.Epic.com.mt/Epicstores.
- 14.3 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') and for any valid commercial, technical or operational reason, by giving you a 30 day 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 this Tariff Plan without incurring any penalties by informing us of your decision to this effect. You may incur penalties should you decide to opt-out after the expiration of the 30 day time-period.