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

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** | 4GB | Unlimited | Unlimited |
| **Usage in EU/UK** (Roaming in EU/UK) | | 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 | 100 minutes to selected countries | 100 SMS to selected countries |
| **If Applicable: Care Benefits / Equipment** | €169 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**

| | 2yrs agreement | 1yr agreement | After agreement expires |
|---|---|---|---|
| Monthly Access Fee | €38 | €43 | €43 |
| Adding a Device | Add €5 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**

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

## 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 €200 and shall not be less than €50. 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).

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.

## Epic Business Calls

**1.** The Business Calls 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 17th December 2018. This version of the Specific Terms and Conditions is applicable as from 1st November 2021.

**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, (v) 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).

**4.** Epic reserves the right to limit the number of Tariff Plans offered to a single person/legal entity.

**5. 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.** 5.2. Upon entering into a **one (1) year agreement** ('Agreement'), you can benefit from the Monthly Bundle at forty-three (**€43**) Euros each month ('Monthly Access Fee') **5.3.** 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').

**5.4.** If you do not wish to benefit from a subsidised handset, you may benefit from a five (**€5**) Euro monthly discount (Eco-Credit) on your Monthly Access Fee, when signing a **two (2) year agreement**.

**5.5.** For the avoidance of doubt, once your Agreement term expires, you will continue benefiting from the Monthly Bundle on a rollover basis at forty-three (**€43**) Euros each month .

**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.

**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** | |
| Minutes to all local & EU/UK mobile and fixed numbers | Unlimited |
| SMS to all local & EU/UK mobile numbers | Unlimited |
| Minutes to Australia, Canada, Turkey & USA | 100 |
| SMS to Australia, Canada, Turkey & USA | 100 |
| **When in the EU/UK** | |
| Minutes to Maltese and EU/UK mobile and fixed numbers | FREE |
| SMS to Maltese and EU/UK mobile numbers | FREE |
| Incoming calls | Free |

| Data | |
|---|---|
| Data (shared in Malta and in the EU/UK) | 4GB |

**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.

**6.6.** You may check/monitor your Monthly Bundle usage for calls/SMS/data usage originating from Malta by sending a blank **SMS to 16290 free of charge**. For the avoidance of any doubt, this monitoring is not available whilst roaming and on the first month of activation.

**7. Rates Outside Monthly Bundle and Other 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 Bundle |
|---|---|
| **Whilst in Malta** | |
| Data Usage | Any data usage consumed out of your data allowance will be charged at €5 per 500MB. 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 beyond benefits provided in your Monthly Bundle (if any) from Malta to abroad shall be charged as per term 7.5 below. |
| **Whilst in the EU/UK** | |
| Data Usage | Any data usage consumed out of your data allowance will be charged at €5 per 500MB. This bundle will commence once all the data allowance within the tariff is consumed and recur indefinitely until the end of the month. |
| Calls whilst roaming in EU/UK to non-EU/UK numbers | €3.99c per minute |
| International Usage | Any activity beyond benefits provided in your Monthly Bundle (if any) from EU/UK towards non-EU/UK countries shall be charged as per term 7.5 below. |

**7.4. Rates for Other Services applicable in Malta and EU/UK**

| Our Service | Rates |
|---|---|

| | |
|---|---|
| Calls/SMSs to Maltese Premium Rate Numbers | ○ Premium Call Rate = fixed line call rate (consumed from plan) + premium rate of the call<br>○ Premium SMS Rate = charged at the premium rate<br>For more info on premium numbers click here.<br>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<br>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. |
| Video Calls | Not consumed from your Monthly Bundle. €0.25c to any local number when in Malta and any Malta and EU/UK number when in EU/UK. |
| Calls whilst roaming in EU/UK to non-EU/UK numbers | €3.99c per minute |
| Calls to Satellite Numbers | €9.99c per minute whilst roaming anywhere |

**7.5. International Calls**

**7.5.1** 7.5.1. The charges listed in this term 7.5 shall apply to any international usage (from Malta ) 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 from Malta to numbers from Zones1, 2, 3 and 4 countries;

| Zone | Calls & Videocalls | SMS |
|---|---|---|
| Zone 1 | €0.25c per minute | €0.05c |
| Zone 2 | €0.51c per minute | €0.23c |
| Zone 3 | €0.91c per minute | €0.23c |
| Zone 4 | €4.50c per minute | €0.99c |
| Zone 5 – Satellite | €9.99c per minute | €0.99c |

**7.5.2.** For more information about Countries falling under the four zones and applicable rates, kindly follow this link: https://www.Epic.com.mt/calling-abroad/ or contact our customer Care by calling 16230 free of charge.

**8. Roaming**

**8.1** The EU/UK roaming benefits provided with this Tariff Plan are subject to the Fair Use Policy in line with the EU/UK Regulations further explained under Term 13.2. of General Terms and Conditions.

**8.2** 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.

**8.3** Call our Customer Care on 247, send an email on business247@Epic.com.mt or visit our website on www.Epic.com.mt to view our Rest of World Epic 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 | €3 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 | €3 one-time charge |
| BES (Blackberry Enterprise Server) | €13 per month |
| Direct Debit Reversals | €5 |
| Suspension of Service – reconnection charge | €10 |
| Paper bills | €2 per invoice |
| Late Payment Penalty | €2 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 16230, free of charge from your handset, visit our Business Centre at our Birkirkara outlet, or visit our website.

**11. Disconnections, Migrations 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 benefiting from a subsidy (term 5.3) | 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 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 5.3 will be added to your new monthly access fee. If you wish to downgrade or upgrade your Tariff Plan and stop benefiting 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. Renewals**

**12.1.** You may renew your Agreement either by calling customer care on 16230, free of charge, from your handset or by visiting our Business Centre at our Birkirkara outlet.

**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 €2 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.
**13.3.** 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.
**13.4.** Upon suspension of service, Epic reserves the right to apply administrative charges as appropriate in accordance with term 9 above.

**14. General Information on this Tariff Plan**

**14.1.** When you subscribe to this Tariff Plan, you are automatically accepting to adhere to these Specific Terms and Conditions.
**14.2.** This Tariff Plan is provided is for your individual business communications and not to generate income for yourself or others (whether individually, sequentially or automatically). To maintain the quality and performance of our service(s) and to ensure the highest level of service performance for all users, we may, without notice, suspend and/or terminate your service wholly or partially for any valid reason, including without limitation, when you are:

**14.2.1.** Using the Tariff Plan in connection with a device, software or applications which re-routes calls or allows the sending of SMS;

**14.2.2.** Unusual calling patterns inconsistent with normal, individual plan use, for example, regular calls of short duration or calls to multiple numbers in a short period of time;

**14.2.3.** Sending or uploading unsolicited electronic messages through various communication modes, not limited to, e-mails, SMS' or instant messaging services where there is no prior relationship between the sender and the recipient, whether or not the content is commercial or non-commercial, advertising or promotional materials, offers to sell any goods or services, or conducting or forwarding surveys, contests or chain letters.

**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'), 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 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.

**14.4.** 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 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 14.3 will not apply.

**14.5.** You are advised to visit our website Epic.com.mt call our Customer Care on 16230, send us an email on business247@Epic.com.mt or visit our Business Centre at our Birkirkara outlet to learn more about this Tariff Plan.

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