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	Unlimited	Unlimited	Unlimited
Usage in EU/UK (Roaming in EU/UK)	100GB	Unlimited	Unlimited
Usage from Malta to EU/UK (International)	-	Unlimited	Unlimited
International Usage from Malta towards the rest of the world excluding Satellite calls		200	
Usage in Selected Countries (Roaming in Non-EU/UK)	3GB	-	-
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.		
If Applicable: Care Benefits / Equipment	€899 subsidy on a device + Care Pack		

#### 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.)

#### FIIC

#### Recurring charges (prices quoted in the table below are excluding VAT)

3 · · · · · · · · · · · · · · · · · · ·				
	2vrs agreement	1vr agreement	After agreement expires	
Monthly Access Fee	€59.99	€76.94	€76.94	
Adding a Device	Add €16.95 to the above	Not Applicable	Not Applicable	

#### Rates Outside the Monthly Bundle:

<b>Data in</b> 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
€2.95/GB	€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
- 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 Administrative fees quoted above 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 fee applies: 30% of the Monthly Access Fee x remaining months together with a fee for the device subsidy, 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. A fee of not more than €1387.44 and not less than €21.24 shall apply.

Downgrade and Upgrade: In case of downgrade whilst in contract the following fee 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 fees apply. In case you are benefiting 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 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 fee 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.

Renewal For assistance to renew your Agreement please get in touch with us.

<sup>\*</sup> 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 Premium**

The Epic Business Premium 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'). When you subscribe to this Plan, you are automatically accepting to adhere to these Specific Terms and Conditions, Mobile General Terms and Conditions and any other relevant terms and conditions which will constitute a legally binding agreement between you and us (the 'Agreement').

1. You may subscribe to the Tariff Plan as from the 17th November 2020. This version of the terms and conditions is applicable as from 26th November 2021.

# 2. Tariff Plan and Monthly Access Fee

2.1 All rates and charges quoted below are excluding of VAT, exclusive of excise tax or any other taxes which may be applicable unless stated otherwise.

Upon entering into a one (1) year agreement ('1 year Agreement'), you can benefit from the Monthly Bundle (as described below) at seventy-six Euros and Ninety-four cent (€76.94) excluding VAT each month ('Monthly Access Fee').

- 2.2 If you wish to benefit from a subsidy on one of our handsets when benefitting from this Tariff Plan, you will be required to sign a **two (2) year agreement** for the Tariff Plan ('2 year Agreement').
- 2.3 If you do not wish to benefit from a subsidised handset, you may benefit from a sixteen Euro and ninety-five cent (€16.95) exclusive of VAT monthly discount (Eco-Credit) on your Monthly Access Fee, when signing a 2 year Agreement for the Tariff Plan.
- 2.4 For the avoidance of doubt, once your Agreement (any of the agreements listed in 3.2, 3.3 and/or 3.4) expires, you will continue benefitting from the Monthly Bundle on a rollover basis at seventy-six Euros and Ninety-four cent (€76.94) excluding VAT each month.
- 2.5 If you do not choose DDM as your method of payment, an administrative fee of one Euro and twenty-seven cents (€1.27) will be added to your Monthly Access Fee indicated in term 3.2.
- 2.6 In the event that you use your mobile handset before receiving the SMS notification confirming your successful subscription to the Tariff Plan, you shall automatically be charged according to the tariff plan you would be subscribed to prior to this subscription.

# Monthly Bundle

3.1 Upon subscribing to the Tariff Plan you will benefit from the Monthly Bundle that includes:

Local Usage whilst in Malta	Unlimited minutes to any local mobile & fixed numbers Unlimited SMS to any local mobile numbers
International Usage from Malta towards the EU/UK and the UK	Unlimited minutes to mobile & fixed numbers Unlimited SMS to mobile numbers
International Usage from Malta towards the rest of the world excluding Satellite calls	200 minutes to mobile & fixed numbers

Usage whilst abroad in EU/UK countries	Free incoming calls
	Unlimited minutes to Malta, in EU/UK
	and the UK
	Unlimited SMSs to Malta, in EU/UK and
	the UK
Data to be used in Malta	Unlimited
Data to be used in EU/UK	100GB
Data to be used in Selected Countries (Australia, Canada, China, Russia,	3GB
Thailand, Turkey, UAE and USA)	

Table 1: Monthly Benefits

- **4.1.1 Promotion**: FREE Data SIM plan ('Promotion')
  - i. **Promotion Duration**: As from 1<sup>st</sup> May 2021 until 31<sup>st</sup> September 2021 ('Promotional Period'), unless extended further by us
  - ii. Who can Benefit: anyone subscribing to Epic Business Premium on a 2 years agreement, as of 1<sup>st</sup> of May 2021, shall be eligible to benefit from the Promotion.
  - iii. **Benefit:** one Data SIM plan completely FREE of charge for the duration of the Epic Business Premium plan duration. Data SIM plan is a Data bundle giving 1 month of usage with 30GB local data monthly allowance at 4G speeds. Any remaining unused Megabytes shall not be carried forward to the following month.
  - iv. **Extra Usage charges on Data SIM plan**: Should you exceed the 30GB Local Data Bundle in any given month, Five (5) Euros per GB inclusive of VAT shall apply. The Data bundle do not apply for usage whilst roaming.
  - v. Monitoring your usage on Data SIM Plan: If you are using the Epic Internet key you can monitor your data usage by checking our Mobile Connect dashboard. This is only meant for guidance purposes and may not always be accurate. If this happens you shall still be liable for all data excess charges; and you shall receive notification on the device itself upon reaching 80% of your data usage and another notification upon reaching 100% of your data usage.
    - If you are subscribed to our e-billing service, you will receive an e-mail notification when you reach 80% and 100% of your data usage. Once all your Data bundle is consumed, you will also receive an e-mail notification with every 1GB extra consumed.
  - vi. **Terminating the Promotion**: You may terminate the Promotion at any time without incurring any terminating fees. For the avoidance of doubt, should you terminate your Epic Business Premium plan or migrate to any other Epic plan, this Promotion shall be terminating without incurring any fees for the termination of the said Promotion.
  - vii. Other Terms and Conditions: Promotions T&Cs (<a href="https://www.Epic.com.mt/wp-content/uploads/2021/02/Promo-General-Terms-and-Conditions.pdf">https://www.Epic.com.mt/wp-content/uploads/2021/02/Promo-General-Terms-and-Conditions.pdf</a>) should be read in conjunction with these T&Cs.
- 4.2. The above-mentioned benefits included in the Monthly Bundle shall be provided on a monthly basis and any unutilised benefits shall not be carried forward.
- 4.3. For the first month of the Agreement, the Monthly Bundle will be allocated in full. This means that you will pay a proportion of your Monthly Access Fee which will be calculated on the number of days between your Tariff Plan activation date and the date of the first billing cycle. However, you will still receive the full benefits included in the Monthly Bundle.
- 4.4. Any activity made towards premium-rated or other special numbers will not be consumed from the Monthly Bundle and will be charged separately, for more information see Rates for other services applicable in Malta and EU/UK specified in Term 5 below.

4.5. 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 does not apply whilst roaming and it is not available on the first month of activation.

# 5. Rates outside Monthly Bundle and Information on Charges

- 5.1. Any usage beyond what is provided in the Monthly Bundle for this Tariff Plan shall be charged at the rates outlined in Clause 5.3.
- 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.

## 5.3. Out of Bundle Rates:

Service	Rate Outside the Monthly Bundle
EU/UK Roaming Data	Any data usage consumed out of your data allowance will be charged at €2.95 per
Usage	GB. This bundle will commence once all the data allowance within the Monthly
	Benefits of the Tariff Plan is consumed and recur indefinitely and automatically until
	the end of the month.
Calls to Rest of World	€3.99 per minute
whilst travelling in	
EU/UK countries	

Table 2: Out of Bundle Rates

5.4. Any usage done over and above the monthly allowance provided with this tariff whilst roaming in the selected countries, the following charges shall apply:

Calls to Malta, EU/UK & selected countries	€0.25c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.25c per call
SMS to Malta, EU/UK & selected countries	€0.05c per SMS
Data Usage	Any data usage consumed out of your data allowance will be charged at €0.05 per MB. This bundle will commence once all the data allowance within the tariff is consumed and recur indefinitely until the end of the month.

Table 3: Out of Bundle Rates in Selected Countries

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

Other Service	Rates	
Calls/SMSs to Maltese	o Premium Call Rate = fixed line call rate (consumed from plan) + premium rate of the	
Premium Rate Numbers	call	
	<ul> <li>Premium SMS Rate = charged at the premium rate</li> </ul>	
	For more info on premium numbers click <u>here</u> .	
	These rates may change from time to time depending on the applicable regulation For the	
	latest applicable rates on premium numbers click <u>here</u> .	
Calls to International	Charged outside of your Monthly Bundle	
Premium Rate Numbers	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 <u>here</u> .	

MMS	€0.23c per MMS to any local number when in Malta and any Malta and EU/UK number when in EU/UK
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 to Satellite Numbers	€9.99c per minute whilst roaming anywhere

Table 4: Out of Bundle Rates for other services

# 5.6. International Calls

- 5.6.1. The charges listed 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 Selected Countries, Zone 1, 2, 3 and 4 countries;

Zone	Calls & Videocalls	SMS
Zone 1 – EU/UK Countries	Free	Free
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

Table 5: International Usage Rates

5.1.1. For more information on Countries falling under the four zones and other applicable rates, kindly follow this link: : <a href="https://www.Epic.com.mt/calling-abroad/">https://www.Epic.com.mt/calling-abroad/</a>

# 6. Roaming

- 6.1. The EU/UK roaming benefits provided with the Monthly Bundle of this Tariff Plan are subject to the Fair Use Policy in line with the EU/UK Regulations further explained under Mobile General Terms and Conditions.
- 6.2. 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 Premium Rest of World Traveller together with the respective terms and conditions shall <u>apply</u>. This is the default tariff when roaming in Rest of World countries on this Tariff Plan. You may not opt out from the Premium Rest of World Traveller tariff plan.

## 7. Applicable charges/fees:

- 7.1. Termination & Migration Fees
  - 7.1.1. A device fee 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.
  - 7.1.2. Fee structure for 1 or 2 year Agreements:

	Year 1	Year 2
Termination	30% of the Monthly Access Fee x	30% of the Monthly Access Fee x
	remaining months	remaining months
Termination when benefitting	100% of devices subsidy + (30% of	50% of device subsidy + (30% of
from a subsidy (term 3.3)	the Monthly Access Fee x remaining	the Monthly Access Fee x
	months)*	remaining months)*
Downgrade	30% of the difference in Monthly	30% of the difference in Monthly
	Access Fee x remaining months**	Access Fee x remaining months**
Upgrade/Same Level	No penalty**	No penalty**

- \* In case you are benefitting from a subsidy on one of our handsets (see term 3.3) and you wish to terminate your Agreement, a fee of not more than €1387.44 and not less than €21.24 shall apply. In case of termination in the last month of your Agreement, the applicable fee 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 to Eco tariff plan, a fee equivalent to 100% of the device subsidy during the Year 1 of your Agreement and equivalent to 50% of devices subsidy during the Year 2 of your Agreement shall apply.

# 7.2. Administrative charges

7.2.1. 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	€3 one-time charge
with lower Monthly Access Fee	
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

Table 5: Administrative charges

# 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 16230, free of charge from your handset, visit our Business Centre at our Birkirkara outlet, or visit our website.
- 8.2. Care Pack for your Smartphone Applicable to those of you benefitting from a device subsidy
  - 8.2.1. In case you are benefitting from a subsidy on one of our handsets, you will also benefit from a care pack for your device. This will entitle you to have your handset repaired for free, or to get a replacement in case of out of warranty malfunction, including but not limited to screen damage and malfunction, but excluding liquid damage. Theft and loss are not covered by the care pack. You are entitled for one (1) free repair or replacement for the duration of your Agreement.
  - 8.2.2. Epic shall not be liable for the:
    - a. Restoration or reinstallation of any programs and/or data on the device following the service or replacement, other than the software supplied with the device by the manufacturer at the time of purchase; and/or
    - b. Interoperability or compatibility issues that may arise when your device software or device options are not supported by the manufacturer of the device.
  - 8.2.3. You shall ensure that prior to the handing over of your handset for service and/or replacement:
    - a. You would already have removed any confidential information of a proprietary and/or personal nature from the said device; and
    - b. You would have already carried out all necessary backups of all programs, information and data; and you have removed the SIM Card/s and all removable accessories, external devices, media, memory cards, sticks, chips and their contents from the device.
  - 8.2.4. Should you fail to remove any such data and/or removable accessories listed in Term 8.4.3 above, you acknowledge that you are doing so at your own risk and that we shall not be held liable for any loss or damages which may ensue.
  - 8.2.5. Support, Repair and Replacement: In the event that the device requires off-site repairs, the after sales representative shall provide you with a loan phone and shall deliver your device to our after sales

service centre. Once repaired, we will notify you that it is available for collection by not later than fifteen (15) days from receipt of said notification. Failure to collect your repaired device within the stipulated time-frame, shall automatically give us the right to dispose of the repaired device as we deem necessary without further notification. Alternatively, you may benefit from our 'drop-off' service, free of charge. In this case, we will deliver the repaired device onsite.

- 8.2.6. Replacement of the device shall be at our sole discretion.
- 8.2.7. A replaced/repaired handset will be given a ninety (90) days warranty period if the remainder of the original warranty period is less than ninety (90) days and this subject to the conditions laid down in the Limited Manufacturer's Warranty that comes enclosed with your device and/or accessory.

## 9. General

9.1. You are advised to visit our website <a href="Epic.com.mt">Epic.com.mt</a> call our Customer Care on 16230, send us an email on <a href="business247@Epic.com.mt">business247@Epic.com.mt</a> or visit our Business Centre at our Birkirkara outlet to learn more about this Tariff Plan

© v.21.11