Epic Premium

Date: 1.01.2022

Epic Communications Limited
Level 6, SkyParks Business Centre
Malta International Airport
Luqa 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)	62GB	Unlimited	Unlimited
Usage in Selected Countries (Roaming in Non-EU/UK)	3GB	-	-
Usage from Malta to EU/UK (International)	-	Unlimited	Unlimited
Usage from Malta to Selected Countries (International)	-	300	300
Usage in Non-EU/UK (Roaming in Non-EU/UK)	Premium ROW Traveller: unlimited mins to Maltese numbers/unlimited SMS to anywhere/150MB/Unlimited incoming calls at € 5.99 daily in selected countries.		
If Applicable: Care Benefits / Equipment	Device Subsidy €899. Care Pack		

Speed of Internet and Remedies

The mobile data speeds are up to 45**Mbps** Upload Speed & 270**Mbps** Download Speed (Visit one of our stores in the event of regular discrepancy in speed or other quality measurements.)

Price

Recurring charges

	Bundled services with 2yrs agreement	Bundled services with Device Contract with 2yrs agreement	After agreement expires	Month to Month Contract
Monthly Access Fee	€69.99	€89.99	€89.99	€89.99
Limited Time Offer	€20 discount if you have one of the Eligible Bundled Services			

Rates Outside the Monthly Bundle:

Data in EU/UK		**Minutes** From MT						**SMS** From MT				
In EU/UK	Selected Countries	Zone 1	Selected Countries	Zone 2	Zone 3	Zone 4	Zone 5 - Satellite	Zone 1	Selected Countries	Zone 2 +3	Zone 4	Zone 5- Satellite
€2.95/ GB	€0.05c/ MB	FREE	€0.25c/ min	€0.51c/min	€0.91c/min	€4.50c/ min	€9.99c/min	FREE	€0.05c/ SMS	€0.23c/ SMS	€0.99c/ SMS	€0.99/ SMS

Administrative Fees

- **No Direct Debit Mandate:** €1.50 per tariff plan
- **Paper Copy of Itemised Bill & Paper Bills:** €3 per paper copy
- **Late Payment Fee:** €6 penalty for each invoice not paid before due date
- **Direct Debit Reversals:** €8
- **Migration to Prepaid and Tariff Downgrade:** €10 one time charge
- **Suspension of service reconnection fee:** €20 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: Month to Month Contract or 24 months in case of Bundled services or Device Contract or Bundled with Device Contract

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.

Epic Premium

1. The Epic 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 contract between you and us (the 'Agreement').

2. You may subscribe to the Tariff Plan as from the 17th November 2020. This version of the Specific Terms and Conditions is applicable as from 1st November 2021

3. Tariff Plan & Monthly Bundle

3.1 This Tariff Plan is available with a month to month rolling Agreement term that recurs automatically every calendar month and which provides you with the monthly benefits listed in Table 1 below. (the 'Monthly Bundle').

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

Monthly Benefits	
Minutes to any Maltese local mobile and fixed numbers whilst in Malta & Minutes to any EU/UK mobile and fixed numbers whilst in the EU/UK & Minutes to any EU/UK mobile and fixed numbers whilst in the Malta	Unlimited
SMS to any Maltese local mobile number whilst in Malta & SMS to any EU/UK mobile number whilst in the EU/UK & SMS to any EU/UK mobile number whilst in the Malta	Unlimited
Minutes (towards mobile and fixed numbers) & SMS towards the Selected Countries (Australia, Canada, China, Russia, Thailand, Turkey, UAE and USA)	300
Data to be used in Malta	Unlimited
Data to be used in EU/UK	62GB
Data to be used in Selected Countries (Australia, Canada, China, Russia, Thailand, Turkey, UAE and USA)	3GB
Data Speeds whilst in Malta and in EU/UK	Full (270Mbps) Download Full (45Mbps) Upload

Table 1: Monthly Benefits

Black Friday Promo Offer: Customers switching to epic onto the Epic Premium plan, between the 22nd November 2021 and 14th January 2022 ("Promotional Period") can benefit from a 50% discount on their monthly access fee for the first six (6) months. Customers joining Epic or migrating from Epic prepaid onto the Epic Premium plan, between the 22nd November 2021 and 14th January 2022 ("Promotional Period") can benefit from a 50% discount on their monthly access fee for the first 4 months. The Promotional Period may be extended further by us. For the avoidance of any doubt the 'Promo Terms & Conditions' shall apply.

3.3 Any unutilised benefits from the Monthly Bundle shall not be carried forward and will be forfeited at the end of the month.

3.4 Any usage beyond what is provided in the Monthly Bundle shall be charged at rates set out in term 5 below. Any activity made towards local premium-rated numbers or other services will not be consumed from the Monthly Bundle and will be charged separately as per the rates as set out in term 5 below.

3.5 For the first month of the Agreement, the Monthly Bundle will be allocated on full basis. 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.

3.6 Mobile data speeds may vary from time to time due to contention ratios on the network and other factors outside our control, which include dependency on the network coverage as well as on your device. Currently our mobile data service on this Tariff Plan is able to support download speeds up to 270Mbps and upload speeds up to 45Mbps. For further information about the mobile data speed of this Tariff Plan, kindly see our speed guide.

4. Monthly Access Fee

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

4.2 You may benefit from the Tariff Plan at the price of eighty-nine Euros & ninety-nine cents (**€89.99**) per month (the 'Monthly Access Fee') w If you do not choose DDM as your method of payment, an administrative fee of one Euro and fifty cents (**€1.50**) will be charged and shall be added to your Monthly Access Fee.

4.3 Should you choose to benefit from this Tariff Plan together with any one of our eligible services (collectively referred to as 'Bundled Services') you will get additional discounts in accordance with the Bundled Services Terms and Conditions.

4.4 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').

5. Rates outside Monthly Bundle and Information on Charges

5.1 The rates and charges provided in this term shall apply to any usage which goes 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.

5.2 Rates applicable in Malta and EU/UK:

Data usage whilst in EU/UK	Any data usage consumed out of your data allowance will be charged at €2.95 per GB This bundle will commence once all the data allowance within the tariff is consumed and recur indefinitely until the end of the month.
Calls/SMSs to Maltese Premium Rate Numbers	o Premium Call Rate = fixed line call rate (consumed from plan) + premium rate of the call o 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 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 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

Table 2: Out of Bundle Rates

5.2.1 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

5.3 Rates for international usage

5.3.1 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;

	Calls & Videocalls	SMS	
Zone 1 – EU/UK Countries	€0.22c 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	

Table 4: International Usage Rates

1.1.1 For more information about Countries falling under the four zones and other applicable rates, kindly follow this link: https://www.epic.com.mt/calling-abroad/

2. Roaming

2.1 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.

2.2 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 Epic Premium ROW Traveller 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 Epic Premium ROW Traveller tariff plan.

3. Administrative charges

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

Service	Applicable Administrative Charge incl. VAT
Migration from this Tariff Plan to a prepaid plan	€10 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	€10 one-time charge – refer to term 8 below.
Direct Debit Reversals	€8
Suspension of Service – reconnection charge	€20
Paper bills	€3 per invoice
Late Payment Penalty	€6 penalty shall apply for every invoice that is not paid within the due date stated on the invoice

Table 4: Administrative charge

4. Termination and Migration

4.1 You can terminate your Agreement or migrate to a different tariff plan by providing us with a 30-day written notice without incurring any termination fees. In the event that you are migrating to a lower to a tariff plan with a lower Monthly Access Fee before the 30-day notice are over the charges mentioned in term 7 above shall apply. For the avoidance of any doubt these do not apply in case you are migrating to a higher tariff plan with a higher Monthly Access Fee or in case you are migrating after the 30-day notice are over.

4.2 In case you are benefiting from other services together with this Tariff Plan the applicable fees in accordance the relevant terms and conditions shall apply.

4.3 In case you are benefitting from a subsidy on one of our handsets (see term 4.4) and you wish:

4.3.1 To terminate your Agreement, a fee of not more than €1519.93 and not less than €27 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.

4.3.2 To downgrade or upgrade your Tariff Plan to Eco tariff plan, 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

4.4 Care Pack for your Smartphone - Applicable to those of you benefitting from a device subsidy

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 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.

4.4.6 Replacement of the device shall be at our sole discretion.

4.4.7 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.

5. Contact Us

5.1 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.

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