



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

<u>Mobile Voice Telephony with following Monthly Bundle</u>	Data	Minutes	SMS
<b>Usage in Malta</b>	30GB	Unlimited	Unlimited
<b>Usage in EU/UK (Roaming in EU/UK)</b>		Unlimited	Unlimited
<b>Usage in Non-EU/UK (Roaming in Non-EU/UK)</b>	Traveller: 100 minutes to Maltese numbers/100 SMS to anyone/100 MB/Unlimited incoming calls at €5.99 daily in selected countries.		
<b>International Usage (Malta to EU/UK)</b>	0	Unlimited	Unlimited
<b>If Applicable: Care Benefits / Equipment</b>	€599 Subsidy on a device		

**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.)**

#### Recurring charges

	<u>2yrs agreement</u>	<u>1yr agreement</u>	<u>After agreement expires</u>
Monthly Access Fee including DDM discount	€95.00	€115.00	€115.00
Monthly Access Fee without DDM discount	€96.77	€116.77	€116.77
Adding a Device	Add €20 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

- **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.

**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 €600 and shall not be less than €150. 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

For more information on how we collect, use and share personal information see our Privacy Policy by visiting [www.Epic.com.mt/privacypolicy](http://www.Epic.com.mt/privacypolicy) or our stores.

## Business Extreme

1. The Business Extreme ('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 5th February 2018. This version of the Specific Terms and Conditions is applicable as from 1<sup>st</sup> July 2022.
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 [Epic General Terms and Conditions](#), [Epic Secure E-Billing Service Terms and Conditions](#), our [Epic Traveller terms and conditions](#), our [Quality of Service term](#), our [4G Service terms](#), and any of our other relevant terms and conditions shall also apply, 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. **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 Upon entering into a **one (1) year agreement** ('Agreement'), you can benefit from the Monthly Bundle at one hundred sixteen Euros and seventy-seven cents (**€116.77**) 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 twenty (**€20**) 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 benefitting from the Monthly Bundle on a rollover basis at one hundred and sixteen Euros and seventy-seven cents (**€116.77**) Euros each month .
  - 5.6 If you choose DDM as your method of payment, a discount of one Euro and seventy-seven cents (**€1.77**) will be deducted from 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:

Local Usage	Unlimited minutes to all local Epic mobile numbers Unlimited minutes to Malta and EU/UK; Unlimited SMSs to all local Epic mobile numbers Unlimited SMSs to Malta and EU/UK; 240 minutes to Rest of World 240 SMSs to Rest of World
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Usage whilst abroad in EU/UK countries	Free incoming calls Unlimited minutes to Malta and EU/UK Unlimited SMSs to Malta and EU/UK
Data	30GB Internet on Your Mobile to use in Malta and in EU/UK

- 6.2** The above mentioned benefits included in the Monthly Bundle shall be provided on a monthly basis and any unutilised minutes/SMSs/data at the end of the month shall not be carried forward to the following months.
- 6.3** For the first month of the Service, the Monthly Bundles will be allocated on a pro-rata basis. This means that you will pay a proportion of your Monthly Access Free and you will receive a proportion of the Monthly Bundle, calculated based on the number of days between your sign-up date and the date of the first billing cycle.
- 6.4** 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 7 below.
- 6.5** 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.

**7. Rates outside Monthly Bundle and Information on Charges**

- 7.1** Any usage beyond what is provided in the Monthly Bundle for this Tariff Plan shall be charged at the rates provided in this term 7 as outlined below.
- 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 the Monthly Bundle
All Local and EU/UK Calls from Malta	€0.25c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.25c per call
Local & EU/UK Roaming 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
Local and EU/UK SMS from Malta	€0.05c per SMS
Calls to Malta and EU/UK when in EU/UK	€0.25c per minute, charged for the 1st 30 seconds and per second thereafter.
Calls to Rest of World whilst	€3.99c per minute

travelling in EU/UK countries	
SMS when in EU/UK	€0.05c per SMS

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

Other Service	Rates
Calls/SMSs to Maltese Premium Rate Numbers	<ul style="list-style-type: none"> <li>○ Premium Call Rate = fixed line call rate (consumed from plan) + premium rate of the call</li> <li>○ Premium SMS Rate = charged at the premium rate</li> </ul> <p>For more info on premium numbers click <a href="#">here</a>. These rates may change from time to time depending on the applicable regulation For the latest applicable rates on premium numbers click <a href="#">here</a>.</p>
Calls to International Premium Rate Numbers	<p>Charged outside of your Monthly Bundle</p> <p>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 <a href="#">here</a>.</p>
Local & EU/UK Roaming Data Usage	<p>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</p>
MMS	<p>€0.23c per MMS to any local number when in Malta</p> <p>Not consumed from your Monthly Bundle.</p>
Video Calls	<p>€0.25c to any local number when in Malta and any Malta and EU/UK number when in EU/UK.</p>
Calls to Satellite Numbers	<p>€9.99c per minute whilst roaming anywhere</p>

#### 7.5 International Calls

7.5.1 Calls/Videocalls/SMS originating from Malta to numbers from Zone 1 – EU/UK countries, 2, 3 and 4 shall be charged as indicated 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	€0.22c 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

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/>

## 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](mailto:business247@Epic.com.mt) or visit our website on [www.Epic.com.mt](http://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 benefitting 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 are benefitting from a subsidy on one of our handsets (see term 5.3) and you wish to terminate your Agreement, a penalty of not more than €600 and not less than €150 shall apply. And in case of termination 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 to Eco tariff plan, 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 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 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 Bundle usage. Thereafter you shall be charged the Monthly Access Fee together with any Out of 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. Care Pack for your Smartphone** - Applicable to those of you benefitting from a device subsidy
- 14.1** In case you are benefitting from a subsidy on one of our handsets (see term 5.4), 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.
- 14.2** Epic shall not be liable for the:
- 14.2.1** 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
- 14.2.2** Interoperability or compatibility issues that may arise when your device software or device options are not supported by the manufacturer of the device.
- 14.3** You shall ensure that prior to the handing over of your handset for service and/or replacement:
- 14.3.1** You would already have removed any confidential information of a proprietary and/or personal nature from the said device; and
- 14.3.2** 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.
- 14.4** Should you fail to remove any such data and/or removable accessories listed in Term 14.3 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.
- 14.5** 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.
- 14.6** Replacement of the device shall be at our sole discretion.
- 14.7** 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.
- 15. General Information on this Tariff Plan**
- 15.1** When you subscribe to this Tariff Plan, you are automatically accepting to adhere to these Specific Terms and Conditions.
- 15.2** 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:-

- 15.2.1** Using the Tariff Plan in connection with a device, software or applications which re-routes calls or allows the sending of SMS and/or MMS;
- 15.2.2** 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;
- 15.2.3** 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;
- 15.3** 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 benefitting 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.
- 15.4** 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 minimum of 1-day prior written notice and in such case term 15.3 will not apply.
- 15.5** You are advised to visit our website [Epic.com.mt](http://Epic.com.mt) call our Customer Care on 16230, send us an email on [business247@Epic.com.mt](mailto:business247@Epic.com.mt) or visit our Business Centre at our Birkirkara outlet to learn more about this Tariff Plan.