

## Epic General TV Services Terms and Conditions

### 1. GENERAL APPLICATION

- 1.1. These General TV Services Terms and Conditions ('Terms') govern the provision and the use of the Epic TV Service, and any other additional services which might be offered by us (herein collectively referred to as 'Service/s').
- 1.2. These Terms form an integral part of your Agreement for the Services, together with the following documents, and any other terms and conditions or documents referred therein (as applicable):
  - a) Order;
  - b) special or promo offer Terms and Conditions, if applicable;
  - c) Service Specific Terms and Conditions;
  - d) [Epic Secure E-Billing Service Terms and Conditions](#),

In the event of a conflict between these Terms and any of the documents listed above, the documents shall prevail in the order of precedence set out above (highest level of precedence first).

- 1.3. These Terms must also be read in conjunction with [Epic Privacy Policy](#), [Epic Traffic Management Policy](#), and [Acceptable Use Policy](#).
- 1.4. Please note that various related Epic products and services including add-ons and Third-Party Services may be subject to their own distinct terms and conditions which you are advised to read.
- 1.5. For a full list of our terms and conditions, including those not mentioned above, please visit our website ([www.epic.com.mt](http://www.epic.com.mt)) and/or one of our retail stores.

### 2. ACCEPTANCE OF ORDER/ CONCLUSION OF THE AGREEMENT

- 2.1. You can place an Order for the Services by visiting one of Epic's retail stores, submitting the Order with our authorised agents or via other distance options that may be made available by Epic from time to time. Epic reserves the right to accept Orders in electronic format, through the provision of electronic signatures or by other means, as available and legally acceptable.
- 2.2. We reserve the right to accept or refuse you as our customer. Our acceptance and processing of the Order, conclusion of the Agreement and provision of Services is subject to:
  - a) our assessment of your creditworthiness;
  - b) valid proof of your identity and address and such evidence of residency in Malta, as we may require;
  - c) valid proof of a long-term commitment to reside in Malta, as we may require;
  - d) you being over eighteen (18) years of age;
  - e) truthful and accurate completion of the Order and providing us with all requested information and data at the point of placing the Order, or any other additional information as we may reasonably request;
  - f) authorisation as a representative and/or agent of another person or legal entity proving your respective powers, this might include power of attorney, authorisation by the owner of the Premises, if applicable; and
  - g) security deposit as may be reasonably required by us as a guarantee for the fulfilment of your obligations. Such deposit will be refunded to you at the end of the Agreement subject to the payment of all outstanding Charges and settlement of all bills.
- 2.3. Upon acceptance of your Order by Epic this Agreement shall become effective and you shall be bound by and comply with these Terms.

### 3. SERVICE

- 3.1. We will provide you with access to the Service as specified in your Order. The Service includes:
  - a) Access to the Content that form part of your Specific Service;

- b)** An EPG that allows you to consult the programming data of the Content available on the Service. You acknowledge that the EPG is provided by the Content providers and that we have no control over its availability or accuracy. You agree that we are not responsible for errors and omissions in this service.
- 3.2.** Your Service features may include record/ fast forward/ live pause/Catch Up TV / Start Over ('Feature/s'). Some Features, such as Catch Up, are dependent on the EPG.
- 3.3.** In case the Recording Feature is available, you may record certain linear programming/content for private and domestic use for the sole purpose of enabling the programming/content on the Service to be viewed at another time by you. Where you cancel or terminate the Service you will no longer be able to access recordings of the Content. The Service is available to you by downloading and logging into our TV application which is available on iOS / Android & supported web browsers and which enables you to use the Service on one of the following devices:
  - a)** Your device e.g. smart phone / tablet / computer or other devices which are compatible with the Service;
  - b)** Epic TV Set Top Box provided/sold by us ('Equipment').together referred to as the 'Devices'.

Number of Devices that can be registered to use the Service is limited to three (3) Devices. You can simultaneously stream the Content on up to two (2) Devices.

- 3.4.** Your Device and/or Set Top Box must be connected to internet in order to access the Services. You will be responsible for any Charges incurred for the use of the mobile internet/Wi-Fi internet access when using the Service. We shall not be held responsible nor shall you be entitled to any refund or compensation for any disruption of our diminished quality in the Service due to issues related with your internet connectivity.
- 3.5.** We are not responsible for Devices, and do not warrant their performance or compatibility with the Service. Furthermore, any Device might not remain compatible with the Service as a result of software updates.
- 3.6.** Wherever possible, the Content are available in HD. The video resolution is dependent on bandwidth availability and on the quality in which the Content is supplied to us by third party Content Providers. If sufficient bandwidth is not available, the picture will adapt to provide a good quality user experience. In order to view the Content in HD, you must have a HD compatible Device.
- 3.7.** We reserve the right to change without notice the Content and/or any Features and quality of the picture, including the channel line-up included in any Specific Service package:
  - a)** Due to circumstances beyond our control, such as decisions of Content providers, technical difficulties, or any unforeseeable circumstances;
  - b)** As a consequence of the suspension or termination of an agreement that we may have with any particular Content provider;
  - c)** To temporarily or permanently improve or upgrade the Service.
- 3.8.** Notwithstanding term 3.7 above, if, within a consecutive twelve (12) month period, we affect a change to a minimum of fifteen percent (15%) or more change of Content in your Service, we will notify you of these changes. Should such changes impact your Service negatively, you may choose to terminate your Agreement with us within thirty (30) days of such notification without incurring any penalties. For the avoidance of doubt, this term does not apply if the change increases the number of channels available to you.
- 3.9.** The use of Service is limited to the Territory of Malta and when temporarily present in other European Member States. The Portability Regulation (EU) 2017/1128 on cross-border portability of online content service entitles you to access the Service when you are temporarily present in an EEA Member State within the meaning of such Regulation and in accordance with these Terms.

#### **4. EQUIPMENT**

- 4.1. To receive the Service through the Devices you must ensure that the Devices are always connected to your Epic Fibre broadband service. Epic recommends that the Set Top Box is wired using your Ethernet cable connection. To avail of the Service, the Customer's television must have an HDMI port. HDMI cable will be provided with the Set Top Box.
- 4.2. We may provide you with Equipment to enable your connection to the Service. You must comply with all manufacturers' instructions and any other instructions provided by us in relation to the use of the Equipment.
- 4.3. In case you are not fully purchasing the Equipment from us, you shall take good care of the Equipment and ensure that all Equipment is maintained and kept in good working order. If the Equipment is damaged beyond normal wear and tear, lost or stolen, we may charge you a fee for its repair, replacement or non-restitution. If the Equipment makes use of batteries you agree to be responsible for their recharging or replacement as required.
- 4.4. We will retain ownership of all, including but not limited to any cables and/or fittings provided to you under this Agreement and we may remove them during or upon the termination of this Agreement, unless the Equipment is fully purchased from us. For the avoidance of doubt, title to any Equipment will not transfer to you and it shall remain vested in us unless agreed otherwise between you and us.
- 4.5. If you require replacement Equipment from us a charge may apply in accordance with the Schedule of Charges.
- 4.6. The Service shall be provided by way of Self-Installation. Epic is not responsible if you are unable to access the Service due to the fact that your own device is incompatible with the Service/Equipment provided. An optional appointment with an Epic technician can be arranged by calling us on 247. There will be a one-off Charge for this service as provided in the Schedule of Charges and this Charge will be included in the invoice.
- 4.7. You agree that we may disable or remotely alter the functionality of your Equipment to prevent you from copying certain Content if we become obliged to do so.

## 5. YOUR RESPONSIBILITIES

- 5.1. You shall be responsible for the use of the Services at all times (including any third party's use with or without your consent). Unless otherwise stated in the Agreement, you undertake that you or anyone else making use of the Service will:
  - a) Use the Service solely for private and non-commercial purposes;
  - b) Report to us the unauthorised reception of any Content;
  - c) Not tamper with our signals or take any action to alter or avoid any security or access control or restriction associated with the Service or Equipment;
  - d) Not use or allow anyone else to use the Service for any unlawful purpose, including the violation of copyright laws through the use, production, copying, recording, rebroadcasting or redistribution of any part of the Service;
  - e) Not to copy, record, redistribute or relay, whether in whole or in part, any of the Content received through the Service;
  - f) Not to sell or charge others for watching any Content;
  - g) Not to show any Content in public outside the Premises for non-personal use even if this is done free of charge;
  - h) To stop using the Service immediately upon the expiry or prior to termination, for whatever reason, of the Agreement;
  - i) Not to connect any unauthorised device or equipment to the Equipment to be used with the Service.
- 5.2. You shall be responsible for the use of the Services at all times (including any third party's use with or without your consent). You should use the Services in the way it was intended and not for any unlawful purpose, including the violation of copyright laws through the use, production, copying, recording, rebroadcasting or redistribution of any part of the Service. your Agreement and in accordance with Acceptable Use Policy and inform us if you become aware of any breaches.
- 5.3. You warrant that all information and details provided by you to us are true and accurate and you shall promptly advise us in writing or by contacting our Customer Care with any changes to that information (including without limitation, your name, address, email address and/or telephone number).
- 5.4. You undertake and agree to use the Equipment as supplied by us only in order to access the Services and you shall not use the Equipment otherwise than permitted under this Agreement.

- 5.5. You shall promptly comply with all notices, instructions or directions given by us in respect of the Installation, use or operation of the Services, software and all relevant Equipment.
- 5.6. You undertake and agree to provide at your own expense, when so required by Epic, all facilities and resources whatsoever necessary for the proper Installation, operation and maintenance of the Service and all Equipment, including, but not limited to, power points, electricity conduits, power fall back device, pipes and appropriate access or easement rights in order to be able to provide or continue providing you with the Service.
- 5.7. You acknowledge that you are responsible for your account and its security. You may be provided with passwords, security codes, usernames and any other such matters that regulate access to the Services. It is your responsibility to keep them safe, not disclose them to third parties and eventually to change them or inform us in case they become known to any unauthorised person.
- 5.8. You must not provide the personal log-in details to individuals beyond your Premises. In the event that we have good reason to believe that unauthorised third parties are using your log-in details to access the Service under your account, we may restrict or suspend the use of the Service without the need to provide any notice.
- 5.9. You should ensure that no inappropriate use of the Service is made and/or inappropriate content is viewed by minor children. You are responsible to take measures to restrict access to any objectionable or illegal content.
- 5.10. Should we discover that the Service is being used in violation of this term 5, we shall immediately suspend or terminate the Service. This will not affect any other legal or contractual rights or remedies that we may have.

## **6. CHARGES AND PAYMENTS**

- 6.1. You shall be charged and must pay all Charges applicable to your Services. All Charges applicable to the Services are listed in respective Specific Terms and Conditions and/or in the Schedule of Charges.
- 6.2. Any recurring payments relating to the Services such as the monthly access fee shall be charged in advance. You shall also pay any other charges as may be imposed by Epic in accordance with your Agreement (e.g., fees and/or penalties chargeable for the previous month). You shall receive a bill from Epic indicating all applicable Charges during a given timeframe.
- 6.3. Unless otherwise instructed by you, we shall send bills to the billing address/valid email address provided by you as shown on your Order (or any other address notified to us in advance and in writing or as subsequently provided by you). It is your responsibility to inform Epic of any changes in your billing address. In case of a billing postal address being selected this shall be deemed received by you on the second postal day after the date of posting. We may for operational reasons change our billing methods and periods and issue interim bills. You may select to receive bills electronically and this is the preferred default method. Bills sent electronically are considered as delivered once the e-mail containing the link to the bill is sent to the e-mail address provided by you. Please refer to our Secure E-Billing Service. E-Billing is the default method for billing purposes.
- 6.4. All Charges and other payments must be paid by the due date specified on the bill ('Due Date'). Where payment of Charges is not made by such Due Date, we may charge you a late payment fee as specified in the Specific Terms and Conditions and/or in Schedule of Charges and interest on sums due in accordance with the applicable laws.
- 6.5. In order to avail of the Service, you agree that all Charges and payments payable by you under this Agreement shall be paid by Direct Debit Mandate (unless otherwise specifically agreed with Epic).
- 6.6. Should there be additional discounts associated with using certain payment methods, these will be detailed in the Specific Terms and Conditions and/or Schedule of Charges.
- 6.7. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent.
- 6.8. We reserve the right to issue any backdated charges to you for the Services provided. You hereby undertake to pay such charges for the Services even if they would have erroneously been omitted from any of your prior bills. Any overpayment by you with respect to any amount, item, entry or matter stated in the bill shall be credited by Epic (without interest) to your

account after Epic has completed its investigations and is satisfied as to the error or inaccuracy of that amount, item, entry or matter.

- 6.9. Save in the case of a manifest error by Epic, all Charges shall be calculated by reference to the data recorded or logged by Epic. Epic's determination in respect thereof is final.
- 6.10. Should you disagree with any Charges shown on your bill, you should contact our Customer Care by calling 247, or 16230 in case you are a business customer, or visit one of Epic's retail stores, prior to the Due Date for payment. Notwithstanding any complaint, all billed amounts shall be paid by the bill due date.

## **7. TERMINATION OF THE SERVICES AND CONSEQUENCES THEREOF**

- 7.1. In order to terminate the Services, you shall be bound to pay us the balance of all the Charges for the Services until the date of disconnection. Unless otherwise specified in these Terms or if required by law, you shall not be entitled to reimbursement of any Charges already paid under this Agreement (including but not limited to any penalty charges and/or the connection fee).
- 7.2. We shall be entitled to terminate this Agreement and cease providing the Services forthwith without notice if:
  - a) you breach any of these Terms;
  - b) provide us with false, inaccurate, or misleading information;
  - c) we are obliged to comply with an order, instruction or request from governmental or regulatory authorities, Malta Communication Authority, an emergency service organisation or other competent authority;
  - d) you or any other person using the Service are suspected of involvement with fraud or acts which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Service or the Equipment; or
  - e) you die or become mentally ill or become the subject of bankruptcy or insolvency proceedings in any jurisdiction or have become unable to pay your debts as they fall due.
- 7.3. Upon termination:
  - f) you must settle all outstanding Charges;
  - g) you must return all Epic owned Equipment alongside with its original packaging box provided to you by us in good working condition. In default, or should this Equipment be returned damaged or faulty resulting from, but not limited to, misuse, mishandling, wilful damage by liquids, connection to unsuitable supply power, surges, lightening, tampering or service by unauthorised personnel, you will be liable to pay us the sum as stipulated in the Specific Terms and Conditions and/or in Schedule of Charges.
  - h) we shall stop providing you with the Services.
- 7.4. If we disconnect the Services because of failure to pay any dues, we shall be entitled to recover from you all costs and charges relating to collection, interest, legal fees and any then current disconnection fees. If Epic discovers that the you received Services from Epic without its permission, Epic will further charge for any usage charges relating to such Services.
- 7.5. On termination of the Agreement, all Charges accrued by you together with any termination charges shall become immediately due and payable.
- 7.6. 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 Service by informing us of your decision to this effect without incurring any penalties for early termination of your Tariff Plan, provided that the penalty for non-returned or damaged Equipment shall apply. Your continued use of the Service after the expiration of the 30-day time-period signifies your acceptance of any amendment.

7.7. From time to time, we may modify the standard settings and/or features of your Service to offer an additional value or implement administrative or regulatory changes. 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 7.6 will not apply.

## **8. SUSPENSION OF THE SERVICE**

8.1. You agree that from time to time it may be necessary for Epic to temporarily suspend the Services, with or without notice, during periods of repair, essential maintenance or alteration or improvement to the Services or otherwise in accordance with the law.

8.2. We may immediately, without notice, temporarily bar, suspend, restrict, and/or disconnect your use of the Services (collectively "Suspension") wholly or partially for any valid reason, including without limitation, where:

- a) in fulfilment of any instructions requested by governmental or regulatory authorities;
- b) you fail to pay any Charges set out in this Agreement;
- c) you fail to observe any other term or obligation set out herein or any relevant law; or
- d) you engage in any activity (or permit any activity) which Epic (as in its discretion shall determine) considers:
  - i) to be contrary to existing legislation or regulations applicable to provision of the Services or
  - ii) is or is likely to have an adverse impact on the quality of the Services or the integrity of the Services.
  - iii) is in breach of this Agreement.
- e) if any failure, interruption, disruption or congestion of or in any electronic communications network, system or Services (whether of Epic, the Access Provider or any other person).
- f) for health and safety considerations; and
- g) for any other reason beyond our control

8.3. We shall use reasonable endeavours to contact you, but shall not be obliged to contact you, prior to any such suspension of the Services.

8.4. We shall be entitled to maintain suspension of the Services until any breach described in term 9.2 is remedied to our satisfaction.

8.5. Where your Services are suspended in accordance with the above, any request for changes to the Services (including upgrades/downgrades or cessation) shall not be possible.

## **9. QUALITY OF SERVICE AND COMPLAINT HANDLING**

9.1. We shall by means of commercially reasonable endeavours provide continuous and industry standard Services, however we acknowledge that problems may arise. In these cases, you may report the matter to us for further investigation and may escalate the matter if not satisfied with the outcome.

9.2. Although we undertake to provide you with the Equipment of the industry standard and quality, it is not excluded that the Equipment or any component might get faulty. In such case, you should visit Epic Service Centre in Birkirkara, so the Equipment can be inspected and diagnosed. If the Equipment is still owned by Epic, we will fix or replace the Equipment free of charge immediately there and then. In cases where you are not entitled to a free repair and/or replacement due to a diagnosis proving that the fault of the Equipment is attributable to misuse, mishandling, wilful damage by liquids, connection to unsuitable supply, power surges, lightning, tampering, service by unauthorised persons, Epic not being the owner of the Equipment if the said Equipment was fully purchase by yourself or any other use of the Equipment you will be liable to pay to us a repair and/or replacement charge depending on severity of the diagnosed fault.

- 9.3. Should you wish to lodge a complaint or a query to Epic with regard to the Service, you can visit one of Epic retail stores, call 247 (16230 in case you are a business customer), or send us an e-mail to [247@epic.com.mt](mailto:247@epic.com.mt) . You will be subsequently contacted by our representative within ten (10) Working Days from lodging complaint.
- 9.4. You can lodge a complaint with the Malta Communications Authority if not satisfied with the response and/or remedy offered by us. The Malta Communications Authority can be contacted either through their website (<http://www.mca.org.mt/consumer/forms/complaints> ) or you can call on 21336840.

## 10. LIABILITY

- 10.1. We will use reasonable endeavours to provide a prompt and continuing Services as described in this Agreement but will not be liable for inter alia:
- a) Bad reception or picture degradation for reasons that are beyond our control, such as decisions taken by Content Providers or technical difficulties;
  - b) Incorrect functioning or incompatibility of any equipment not supplied and/or installed by us;
  - c) Use of any equipment, such as the television set, with the Equipment supplied by us;
  - d) Any loss for whatever reason of memory space or content in any in-built memory of the Equipment, or for the loss of Your recording reservation (booking);
  - e) Any loss of Content saved on the Equipment resulting from us changing or repairing the Equipment.
- 10.2. You receiving, relaying, redistributing, copying or recording of any Content that do not form part of our channel line-up. You agree to indemnify us for any loss or damage whatsoever sustained by us as a result of such breach.
- 10.3. Even when the Equipment is provided to you free of charge, if upon termination of this Agreement the Equipment is returned damaged or faulty, resulting from but not limited to misuse, mishandling, wilful damage by liquids, connection to unsuitable supply, power surges, lightning, tampering or Service by unauthorised persons, you will be liable to pay to us a charge as per the Specific Terms and Conditions.

## 11. INDEMNITY

- 11.1. You hereby agree to fully indemnify and to hold Epic harmless from and against any claim brought by any third party resulting from the use of the Services in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly or indirectly by us in consequence your breach or non-observance of any of these Terms.
- 11.2. You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against us arising from the above claims and shall provide us with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at your sole expense.

## 12. FORCE MAJEURE

- 12.1. Without prejudice to any other provision contained in this Agreement, excluding or limiting Epic's responsibility, Epic shall not be liable to you for any loss or damage which may be suffered by you due to any breach of these Terms or failure on Epic's part to perform any obligation as a result of technical problems relating to the Services, termination of any licence to operate or use the Services, act of God, inclement weather, flood, drought, lightning or fire, earthquakes and volcanic eruptions, failure or shortage of power supply, strikes, lockouts, labour disturbances and industrial disputes of any kind, Government control, restrictions or prohibitions or any other Government act or omission.

## 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1.** All copyright, trademarks and any other intellectual property rights in all material or Content and/or Equipment supplied by or otherwise obtained from the Service or will remain ours or, where applicable, our third-party content partners. We hereby grant you a licence to use such rights for your personal use of the Service only, in accordance with these Terms.
- 13.2.** You must not do or authorise any of the following:
- f)** copy (except as permitted under the Chapter 415 of the laws of Malta: the Copyright Act, as amended from time to time), publish, rent, reproduce, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the relevant software or any Content;
  - g)** sell or make any charge for watching or using any part of the Service; or
  - h)** show any part of the Service in public to an audience, even if no charge is made.
- 13.3.** We may prevent the unauthorised copying of any part of the Service or if we are unable to prevent the unauthorised copying, we may prevent you from receiving the Service.
- 13.4.** The purchase, installation, sale and/or use of unauthorised devices and other such devices to gain access to the Service without paying the relevant fees are illegal and in breach of intellectual property laws. Persons found to possess such devices for such use are open to both criminal and civil legal action. In addition to any other rights and remedies we may have against you, the use of such devices and any unauthorised reception by you of any Content or your failure to report the unauthorised reception of any channels or programmes immediately to us, will result in our suspending the Services or terminating the Agreement.
- 13.5.** The 'Epic' trademark and other related images, logos and names on the Services are proprietary marks of Epic. Nothing contained in this Agreement shall be construed as granting or conferring any rights to you by license, franchise, title, interest or otherwise in Epic or any property of Epic, including, without limitation, Epic trade names, trademarks, service marks or proprietary information.

#### **14. DATA PROTECTION**

- 14.1.** We hereby declare that the personal information that we may process shall only be used in connection to the purposes stated herein and in our Privacy Policy (which can be found in full on our website: [www.Epic.com.mt/privacypolicy](http://www.Epic.com.mt/privacypolicy) or in any Epic store). For full details on how Epic collects, uses and shares personal information including your data protection rights please see our Privacy Policy. In case of queries, please get in touch by contacting us on [247@epic.com.mt](mailto:247@epic.com.mt) or by visiting any Epic store.

#### **15. WAIVER**

- 15.1.** No failure or delay by us in exercising or enforcing any of our rights under this Agreement shall not be deemed to be a waiver of any such right. Furthermore, this shall not in any way prejudice or affect our right to act strictly in accordance with the rights and powers granted to us under these Terms.

#### **16. SEVERABILITY AND SURVIVAL OF TERMS**

- 16.1.** If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision(s) in question shall not be affected thereby.
- 16.2.** Any provisions of this Agreement that are intended by their nature to continue or to come into effect after termination or suspension shall survive termination or suspension of this Agreement and shall continue in full force and effect.

#### **17. JURISDICTION, APPLICABLE LAW, LANGUAGE**



- 17.1.** This Agreement shall be governed and construed in accordance with the laws of Malta. The parties irrevocably submit to the jurisdiction of the courts of Malta or any other competent tribunal at law in case of any dispute.
- 17.2.** Any reference to any legislative act or provision shall, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced.
- 17.3.** In the event of any conflict between the English and the Maltese versions of this Agreement (if available), the English version thereof shall prevail.

## **18. DEFINITIONS & INTERPRETATION**

**18.1.** Terms defined in hereinabove shall have the meaning assigned to them in the respective definition above. The following terms shall respectively have the following meanings:

- a.** "**Agreement**" shall mean a legally binding contract you have entered into with us for the provision of the Service or bundled services (where the bundled services include inter alia the Service); the Agreement consists of the documents referred to in Term 1.2.;
- b.** "**Content Provider**" means the TV Service provider that provides the Content, i.e., the selection of live TV channels and other audio-visual content that is available via the Service, as described on the Website.
- c.** "**Charges**" means the charges for the Services, as published in the respective Specific Terms and Conditions and/or Schedule of Charges (including, but not limited to, connection charges, service options, monthly rental or tariff charges, reconnection charges, Termination Charges, Equipment Non-Return Fees, Downgrade Fee and administrative charges) and certain Third Party Services which you may choose to receive;
- d.** "**Effective Date**" means the date of our acceptance of your Order for the Services and it is the date when your Agreements becomes valid and effective;
- e.** "**Epic**", "us", "we", "our" except where otherwise defined, means Epic Communications Limited, its group companies, sub-contractors or suppliers of the Services and any successor in business or assignee and where applicable, includes any director, official, employee or agent of Epic Communications Limited;
- f.** "**EPG**" means electronic programme guide which service is available through the TV interface that allows you to consult the programming information relating to the channels available.
- g.** "**Equipment**" means any equipment (devices, cables, wiring and/or other instruments) that is supplied by us for the access to the Services.
- h.** "**Force Majeure**" means situations further specified in term 15 above;
- i.** "**HD**" means High Definition format.
- j.** "**Order**" means your application for provision of the Service submitted to us by visiting one of Epic retail stores, with our authorised agents or via other distance options that may be made available by Epic from time to time;
- k.** "**Premises**" means the private household /dwelling /residential premises which Epic agrees to provide the Services to the you;
- l.** "**Self-Installation**" means the installation by the Customer personally, independent of Epic or its agents, of the Equipment provided to the Customer by Epic for the purpose of accessing the Service.
- m.** "**Service/s**" means the TV Service and any other services offered by us, as applicable;
- n.** "**Specific Service**" means a specific Service tariff plan as indicated in your Specific Terms and Conditions;
- o.** "**Territory**" means Malta as defined in the Interpretation Act (Chapter 249 of the Laws of Malta);
- p.** "**Working Day**" means any day from Monday to Friday, between 0900 and 1700 hours, and excluding public holidays;
- q.** "**you**", "your" means any natural or legal person and includes a company, partnership, joint venture, association, corporation, Government Agency, regulatory body, or any other public or private body whether corporate or incorporate indicated as the subscriber or customer in the Order Form and/or Agreement. For the avoidance of any doubt this term

applies also to any person accessing, viewing and/or making use of the Service, whether with your knowledge and consent or not.

© v.23.03