

Liberty Elite Pay Monthly Plan

1. The Liberty Elite Pay Monthly Plan ('Data Plan') is offered by Epic Malta Limited ('we') to new and existing business customers ('you'). Epic reserves the right to limit the number of Data Plans offered to a single person/legal entity.

2. You may subscribe to the Data Plan as from the 1st July 2015. This version of the terms and conditions is applicable as from the 06th April 2023. Upon subscribing, you shall be accepting to be bound by these terms and conditions.

3. The Data Plans:

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

3.2 Upon payment of €71.77 ('Monthly Access Fee') you shall benefit from a data bundle of 60GB with 5G data speeds, which means with up to 90Mbps Upload & 1500Mbps Download Speed ('Data Bundle'). If you choose DDM as your method of payment, a monthly discount of one Euro and seventy-seven cents (€1.77) will be deducted from your Monthly Access Fee.

4. How to subscribe:

4.1. There are two options from which you can choose from:

4.1.1 **Option 1** – Subscribe to this Data Plan by signing a **1 year agreement** and simply purchase or bring your own device, which supports mobile broadband.

4.1.2 **Option 2** – Subscribe to this Data Plan by sign a **2 year agreement** and get a free 4G Mobile internet device.

4.2 You will be provided with a separate SIM card, free of charge, which can be used in any device supporting Mobile Broadband.

5. The Data Bundle:

5.1 The Data Bundle provides you with 1 month of usage calculated from the beginning of each calendar month. Any remaining unused data from the Data Bundle shall not be carried forward to the following month. Should you exceed the Data Bundle in any given month, the out of bundle rates found in Term 6 below shall apply.

5.2 If you are using the Internet key:

5.2.1 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. The actual data usage is that, which will appear on your invoice. In the case that there is a discrepancy between the data usage shown on our Mobile Connect dashboard and what is shown on your monthly invoice, the data usage shown on your invoice shall prevail and you shall be liable to pay for all data excess charges above your Data Bundle; and

5.2.2 You shall receive an alert on the mobile broadband device itself upon reaching 80% of your Data Bundle and another alert upon reaching 100% of your Data Bundle.

6. Additional Rates and Charges

6.1 Rates outside Data Bundle

Should you utilise all of your Data Bundle in any calendar month, then you shall be charged the following rates for any out of bundle data usage in that month:

Local Data Usage	€0.01c per Megabyte with a minimum charge of €0.01c upon connection
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6.2 Roaming

The Data Bundles do not apply for usage whilst roaming. Visit: <https://www.epic.com.mt/goingabroad> for further information.

6.3. Administrative Charges:

The following administrative charges shall apply where applicable:

Service	Applicable Administrative Charge incl. VAT
Migration from this Tariff Plan to prepaid	€3 one-time charge
Removal of an Add-On/Value Added Service as long as this is not tied to a penalty	€3 per Add-On /Value Added Service removal
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
No Direct Debit Mandate	€3 per month
Twin SIM functionality	€5 per month
BES (Blackberry Enterprise Server)	€13 per month
Direct Debit Reversals	€5
Suspension of Service – reconnection charge	€10
Paper bills	€2 per invoice

7. Payment

Your monthly access fee will be calculated on a pro rata basis according to the effective date of your Agreement and shall be charged in arrears. Refer to [Mobile General Terms and Conditions \(Prepaid & Pay Monthly Services\)](#) for information about our different payment methods

8. Premature Disconnection

A penalty or the waived cost of the subsidized 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. The Penalty structures shall apply as follows:

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	

Penalty structure for 2 year agreements – Applicable if you have taken a free device		
	Year 1	Year 2
Termination	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

9. General Information on these Data Plans

9.1. The device is network locked and therefore cannot be used with other networks.

9.2. You will be charged €0.05c per SMS if you send any text messages using your device

9.3. Our secure e-billing service is the default method of billing provided with this Data Plan. Simply provide us with your personal e-mail address upon subscription. You will start receiving a monthly SMS notification, informing you that your e-bill has been issued. Should you opt to receive your bill in hard copy format or should you require a hard copy of your itemised bill, then the applicable administrative charges as per term 6.3 above shall apply.

9.4 The default method of payment for this Data Plan is direct debit. Should you wish to choose an alternative method of payment, then the applicable administrative charge as per term 6.3 above shall apply.

10. General Terms and Conditions

10.1 Mobile data speeds depend on the technology supported by both the network as well as your mobile broadband device.

10.2 Due to contention ratios on the network and other factors outside our control, the download/upload speed may vary from time to time. Hence we cannot guarantee maximum transmission speeds of our Internet at all times. The factors that affect mobile data speeds are:

- The technology supported on the network
- The end user device
- The radio signal quality, affected by interference from third party equipment and lack of coverage
- Network load at the time of access to the service, affected by the amount of customers making use of the network (within a specific geographical location)

10.3 [Mobile General Terms and Conditions \(Prepaid & Pay Monthly Services\)](#), the terms and conditions stipulated in your agreement and any of our other relevant terms and conditions shall also apply.

10.4 You are advised to visit our website epic.com.mt, call our Customer Care on 247, send us an email on 247.mt@epic.com.mt or visit one of our retail outlets or authorised dealers, to learn more about these Tariff Plans.

10.5 Quality of Service: The benefits of these Data Plans are meant solely for individual use. If, in our reasonable opinion we deem your use as being excessive, we may ask you to moderate your usage, as this may have repercussions on the quality of the network and service levels enjoyed by our other consumers. If after we have informed you to moderate your usage, you fail to do so, we reserve the right to charge you for the excessive element of your usage at your price plan's standard rate or to suspend or terminate your service in accordance with your airtime contract. Furthermore, we reserve the right to suspend or terminate your service if you abuse of the service and/or use it in a way for which it is not intended.

10.6 We can suspend, modify or terminate these terms and conditions at any time and for any valid reason. You shall be given a 30 day notice during which you may opt-out of this Data Plan without incurring any penalties.