Liberty Silver Date: 06.04.2023

epic Communications Limited

Contract Summary:

This contract summary provides the main elements of this service offer as required by EU Law\*. It helps to make a comparison between service offers. Complete information about the Service is provided in other documents

Pay Monthly Data Plan with following Monthly Bundle			
	Data	Minutes	SMS
	Liberty Silver	N/A	N/A
Usage in Malta	2GB	N/A	N/A
Usage in EU (Roaming in EU)	N/A	N/A	N/A
Usage in Non-EU (Roaming in Non-EU)	N/A	N/A	N/A
If Applicable: Care Benefits / Equipment	N/A	N/A	N/A

The mobile data speeds are up to 90Mbps Upload Speed & 1500Mbps Download Speed (Visit one of our stores in the event of regular discrepancy in speed or other quality measurements.)

#### Recurring charges

	2 year agreement	After agreement expires
Monthly Access Fee including DDM	€15	€15
discount		
Monthly Access Fee without DDM	€16.77	€16.77
discount		
Adding a Device	Not Applicable	

## Rates Outside the Monthly Bundle:

Data Minutes From MT/EU to:		SMS From MT/EU to:					
MT	EU	Zone 1	Zone 2	Zone 3	Satellite	Zone 1	Other countries
€0.01/MB	N/A	N/A	N/A	N/A	N/A	€0.05c/SMS	N/A

## Administrative Fees

- Paper Copy of Itemised Bill & Paper Bills: €3 per paper copy
- Late Payment Fee: €6 penalty for each invoice not paid before due date
- o Direct Debit Reversals: €8
- o Migration to Prepaid and Tariff Downgrade: €10 one time charge
- Suspension of service reconnection fee: €20 one time charge
- All rates and charges quoted above are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.

Contract duration: 24 Months

Termination: If you are terminating whilst in subscribed to a 2 Year agreement the following penalty applies: €50 flat fee

**Downgrade and Upgrade:** In case of downgrade whilst in contract the following penalty applies: During the first year Access fee difference x6 months + €10 administrative fee. During the second year Access fee difference x3 months + €10 administrative. 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 collects, use and share personal information see our Privacy Policy by visiting www.epic.com.mt/privacypolicy or our stores.

# **Liberty Silver**

Subscribe to and benefit from one of these data plans by entering into an Agreement for 1 or 2 years as from the 28th July 2014. This version of the terms and conditions is applicable as from the  $06^{th}$  April 2023. Upon subscribing, you shall be accepting to be bound by these terms and conditions.

#### 1. The Data Plan:

All charges deriving from the data plan are inclusive of VAT but are exclusive of any other taxes which may be applicable.

The Data Plan:	Liberty Silver
Monthly access Fees including DDM discount	€15
Monthly access Fees without DDM discount	€16.77
Download Speed	Up to 1500Mbps
Upload Speed	Up to 90Mbps
Data Bundle	2GB

#### 2. How to subscribe

- 2.1. Simply purchase a device which supports mobile broadband and subscribe to one of these Data Plans
- 2.2 Upon subscribing to the Data Plan, you will be provided with a separate SIM card, free of charge, which can be used in any device supporting Mobile Broadband.

#### 3. The Data Bundle

- 3.1 The Data Bundle provides you with 1 month of usage. Any remaining unused Megabytes shall not be carried forward to the following month. Should you exceed the Data Bundle in any given month, the rates in Term 4.1 below shall apply.
- 3.2 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.

3.3 As of the 1st July 2016, 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 consumed.

#### 4. Additional Rates and Charges

4.1 Rates outside Data Bundle:

Local Data Usage	€0.01/MB	
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### 4.2 Roaming

The Data Bundles do not apply for usage whilst roaming. Visit: <a href="mailto:-epic.com.mt/goingabroad">-epic.com.mt/goingabroad</a> for further info.

4.3. Administrative Charges:

The following administrative charges (inclusive of VAT) shall apply:

Service	Applicable Administrative Charge incl. VAT
Migration from this Tariff Plan to prepaid	€10
Paper copy of your itemised bill	€3
Downgrade to another pay monthly tariff plan with lower monthly access fee	€10
Direct Debit Reversals	€8
Suspension of Service – reconnection charge	€20
Paper bills – no e-billing service	€3 per invoice
Late Payment Penalty (applicable for customers subscribing to any one of the Data Plans as from the 1st October 2016)	€6 penalty shall apply for every invoice that is not paid within the due date specified on the respective invoice

## 5. 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 our <u>general terms and conditions</u> for information about our different payment methods

#### 6. Premature Disconnection

A **one-time penalty** will apply if you disconnect from your Data Plan prior to the expiry of your contract:

Duration of Agreement	Applicable one-time Penalty
2 years	€50

### 7. General Information on these Data Plans

- 7.1 You will be charged **€0.05c per SMS** if you send any text messages using your device
- 7.2 You may apply for our secure e-billing service by providing 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.

#### 8. General Terms and Conditions

- 8.1 Mobile data speeds depend on the technology supported by both the network as well as your device.
- 8.2 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)

8.3 The epic General Terms and Conditions (Prepaid & Pay Monthly Services), the epic Secure E-Billing Service Terms and Conditions, and the terms and conditions stipulated in your agreement and any of our other relevant terms and conditions shall also apply.

8.4 You are advised to visit our website <a href="mailto:epic.com.mt">epic.com.mt</a>, call our Customer Care on 247, send us an email on <a href="mailto:247@epic.com.mt">247@epic.com.mt</a> or visit one of our <a href="mailto:retail outlets or authorised dealers">retail outlets or authorised dealers</a>, to learn more about these Tariff Plans.

8.5 <u>Quality of Service</u>: 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.

8.6 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.

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