

Business Contact

Your Monthly Benefits:	
Whilst in Malta	
Minutes & SMS to all local Epic mobile and fixed numbers	Unlimited
Minutes & SMS to any other local & EU/UK mobile and fixed numbers	100
Whilst in EU/UK	
Minutes & SMS to all Maltese and EU/UK mobile and fixed numbers	100
Incoming calls	Free
Roaming outside the EU/UK	
Usage whilst travelling in Rest of World countries	Traveller (100mins to Maltese numbers/100SMS to anywhere/200MB/ 1 minutes incoming calls daily at €6.99 in selected countries)
Data	
Data to be used in Malta and in EU/UK	4GB
Monthly Access Fee when subscribing to	2-years agreement
Monthly Access Fee including DDM discount	€25
Monthly Access Fee without DDM discount	€26.77

- 1. The Business Contact 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').
- 2. You may subscribe to the Tariff Plan as from the 17th December 2018. This version of the Specific Terms and Conditions is applicable as from 3rd July 2023
- 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

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in conjunction with (i) Epic General Terms and Conditions, (ii) Epic Secure E-Billing Service Terms and Conditions, (iii) Rest of World Epic Traveller, (iv) Quality of Service term, (v) 4G Service terms, 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 Twenty-Six Euros and seventy-seven cents **(€26.77)** 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 subsidized handset, you may benefit from a five (€5) 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 benefiting from the Monthly Bundle on a rollover basis at Twenty- Six Euros and seventy-seven cents (€26.77) each month.
- 5.6. 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 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:

Monthly Benefits		
When in Malta		
Minutes to local Epic mobile and fixed numbers	Unlimited	
SMS to local Epic mobile numbers	Unlimited	

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Minutes to other local & EU/UK mobile and fixed numbers	100
SMS to other local & EU/UK mobile numbers	100
When in the EU/UK	
Minutes to Maltese and EU/UK mobile and fixed numbers	100
SMS to Maltese and EU/UK mobile numbers	100
Incoming Calls	Free
Data	1
Data (shared in Malta and in the EU/UK)	4GB

- 6.2. The above mentioned benefits included in the Monthly Bundle shall be provided on a monthly basis and any unutilised minutes/SMSs/data shall not be carried forward and will be forfeited at the end of the month.
- 6.3. Any usage beyond what is provided in the Monthly Bundle shall be charged at rates set out in term 7 below.
- 6.4. Any activity made towards local premium-rated numbers or other services will not be consumed from the Monthly Bundle and will be charged separately per the rates as set out in term 7.4 below.
- 6.5. For the first month of the Service, the Monthly Bundle will be allocated on a pro-rata basis. This means that you will pay a proportion of your Monthly Access Fee and you will receive a proportion of the benefits included in the Monthly Bundle, calculated based on the number of days between your sign-up date and the date of the first billing cycle.
- 6.6. 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 monitoring is not available whilst roaming and on the first month of activation.
- 7. Rates Outside Monthly Bundle and Other Charges
- 7.1. The rates and charges provided in this term 7 shall apply to any usage 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.
- 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 Bundle
Whilst in Malta	

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Local Calls	€0.25c per minute all fixed and mobile numbers. Calls lasting less than minute shall be charged at a flat rate of €0.25c per call
Local SMS	€0.05c per SMS to all mobile numbers.
Calls to the EU/UK	€0.22c per minute to all fixed and mobile number. Calls lasting less than minute shall be charged at a flat rate of €0.22c per call to all fixed an mobile number.
SMS to the EU/UK	€0.05c per SMS to all mobile number.
Data Usage	Any data usage consumed out of your data allowance will be charged at € per 500MB. This bundle will commence once all the data allowance with the tariff is consumed and recur indefinitely until the end of the month.
International Usage	Any activity beyond benefits provided in your Monthly Bundle (if any) fro Malta to abroad shall be charged as per term 7.5 below.
Whilst in the EU/UK	
Calls to Malta and EU/UK fixed and mobile number	€0.25c per minute to all fixed and mobile numbers. Calls lasting less than minute shall be charged at a flat rate of €0.25c per call
SMS to Malta and EU/UK mobile number	€0.05c per SMS to all mobile numbers.
Calls to Other Countries	€3.99 per minute.
Data Usage	Any data usage consumed out of your data allowance will be charged at per 500MB. This bundle will commence once all the data allowance with the tariff is consumed and recur indefinitely until the end of the month.
International Usage	Any activity beyond benefits provided in your Monthly Bundle (if any) fro EU/UK towards non-EU/UK countries shall be charged as per term 7 below.

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

Other Service	Rates
Calls/SMSs to	Charged outside of your Monthly Bundle
Maltese Premium Rate Numbers	 Premium Call Rate = fixed line call rate (consumed from plan) + premium rate of the call
	 Premium SMS Rate = charged at the premium rate
	For more info on premium numbers click here :
	<u>https://www.mca.org.mt/articles/premium-rate-numbers-all-you-</u> <u>need-know</u> .
	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 : <u>https://www.epic.com.mt/international-premium-numbers-charging/</u> .

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	 Both fixed and mobile calls towards the 8000X range are neither charged for nor consumed from the bundle. 	
	 Mobile calls towards the 800X range (excluding calls towards the 	
Freephone	8000X range) are charged at fixed line call rate (consumed from	
Numbers	plan) whilst fixed calls are free-of-charge (not consumed from plan).	
	For more info on Freephone numbers kindly consult the Framework for Freephone services in the	
	800 range on the MCA website, you can go on the following link :	
	https://www.mca.org.mt/regulatory/numbering/numbering-plans.	
 Mobile calls to tariffs type B and C are charged at fixed line cal (consumed from plan). 		
Short Codes	 Fixed calls to tariff type C only are charged at fixed line call rate (consumed from plan). 	
	For more info on short codes and Tariff Types B and C, kindly consult the Short Code Matrix on the MCA website here : https://www.mca.org.mt/regulatory/numbering/numbering-plans.	
	inter website here . <u>mepsi// www.inter.org.int/regulatory/numbering/numbering plans</u> .	
DES Calls	Calls towards 1182 are charged at the same rate as a call to offnet fixed.	
Calls to	Charged outside of your Monthly Bundle	
International Premium Rate	Premium Call Rate is applied on a per minute basis	
Numbers These rates may change from time to time depending on the charges applied by the premiur		
	operator. For the latest applicable rates on premium numbers click on this link	
	: <u>https://www.epic.com.mt/international-premium-numbers-charging/</u> .	

7.5. International Calls

7.5.1.The charges listed in this term 7.5 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/SMS from Malta to numbers from Zones1, 2, 3 and 4 countries;

Zone	Calls to any mobile and fixed number	SMS to any mobile and fixed number
Zone 1	€0.22c per minute	€0.05c
Zone 2	€0.51c per minute	€0.49c
Zone 3	€0.91c per minute	€0.49c
Zone 4	€4.99c per minute	€0.99c
Zone 5	€9.99c per minute	€0.99c

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7.5.2. For more information about Countries falling under the four zones and applicable rates, kindly follow this link: <u>https://www.epic.com.mt/support-paymonthly</u> or contact our customer Care by calling 99999247 free of charge.

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 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 Epic Traveller tariff plan.
- 8.3.Call our Customer Care on 247, send an email on <u>business247@Epic.com</u> or visit our website on the link : <u>http://www.epic.com.mt/</u> to view our Traveller Tariff Plan terms and Conditions (link available here : <u>https://www.epic.com.mt/wp-content/uploads/2022/05/Rest-of-World-Traveller-for-Pay-Monthly-Plans.pdf</u>)

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

9.1. 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

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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
- A penalty and/or the waived cost of the subsidised handset shall apply upon 11.1. 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	
Upgrade/Same Level	No penalty	
11 2 Panalty structure for 2 year Agroements:		

11.3Penalty 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 benefiting 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 terminate in the last month of your Agreement, the applicable penalty for termination will be equivalent to your Monthly Access Fee.

** In case you are benefit from a subsidy on one of our handsets and you wish to downgrade or upgrade your Tariff Plan, the additional subsidy fee for the handset payable in accordance with term 5.3 will be added to your new monthly access fee. If you wish to downgrade or upgrade your Tariff Plan and stop benefiting from a device subsidy, 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 personal 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 personal

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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 Monthly Bundle usage. Thereafter you shall be charged the Monthly Access Fee together with any Out of Monthly 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. General Information on this Tariff Plan
- 14.1. When you subscribe to this Tariff Plan, you are automatically accepting to adhere to these Specific Terms and Conditions.
- 14.2. 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:
- 14.2.1. Using the Tariff Plan in connection with a device, software or applications which reroutes calls or allows the sending of SMS;
- 14.2.2. 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;
- 14.2.3. 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.
- 14.3. 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 benefiting 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

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signifies your acceptance of any amendment and you may incur penalties should you decide to opt-out of your Tariff Plan.

- 14.4. 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 1-day prior written notice and term 14.3 will not apply.
- 14.5. You are advised to visit our website Epic.com.mt, call our Customer Care on 16230, send us an email on <u>business247.mt@Epic.com</u> or visit our Business Centre at our Birkirkara outlet to learn more about this Tariff Plan.

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