

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

<u>Mobile Voice Telephony with following Monthly Bundle</u>	Data	Minutes	SMS
Usage in Malta	500MB	Unlimited to Epic 50 mins to local numbers	Unlimited to Epic 50 SMS to local numbers
Usage in EU/UK (Roaming in EU/UK)		50 minutes	50 SMS
Usage in Non-EU/UK (Roaming in Non-EU/UK)	Traveller: 100 minutes to Maltese numbers/100 SMS to anyone/200 MB/100incoming minutes at €6.99 daily in selected countries.		
International Usage (Malta to EU/UK)	0	50 minutes	50 SMS
International Usage (Malta to Non-EU/UK)	0	0	0
If Applicable: Care Benefits / Equipment	Smart Kids Watch		

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

Monthly Access Fee	<u>2yrs agreement</u>	<u>1yr agreement</u>	<u>After agreement expires</u>
Monthly Access Fee including DDM discount	€4.99	Not Applicable	€4.99
Monthly Access Fee without DDM discount	€6.99	Not Applicable	€6.99
Adding a Device	Add €75 one time payment for the device	Not Applicable	Not Applicable
Time Limited Offer	N/A		

Rates Outside the Monthly Bundle:

Data MT/EU/UK	Minutes From MT/EU/UK to all fixed and mobile numbers:					SMS From MT/EU/UK to all mobile numbers:			
	Zone 1	Zone 2	Zone 3	Zone 4	Satellite	Zone 1	Zone 2 & 3	Zone 4	Satellite
€5/500MB	€0.22c/min	€0.51c/min	€0.91c/min	€4.99c/min	€9.99c/min	€0.05c/SMS	€0.49c/SMS	€0.99c/SMS	€0.99c/SMS

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
- **Direct Debit Reversals:** €8
- **Migration to Prepaid and Tariff Downgrade:** €10 one time charge
- **Suspension of service reconnection fee:** €20 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 free or discounted device upon termination of this Tariff Plan you must pay the full Device price or the difference of the full and discounted device price. In case you terminate in the last month of your Agreement, the penalty will be equivalent to your Monthly Access Fee.

Downgrade and Upgrade: During your 2-years Agreement, you cannot migrate to another tariff plan and any such migration would be treated as a termination

Renewal For assistance to renew your Agreement please get in touch with us.

Features for end-users with disabilities: Not applicable

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Kids Watch

1. The Kids Watch 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'). **The Tariff Plan can be exclusively sold together with the Kids Watch ('the Device').**
2. You may subscribe to the Tariff Plan as from the 6th November 2019. This version of the Specific Terms and Conditions is applicable as from 3rd July 2023.
3. These terms and conditions must be read in conjunction with Epic Mobile General Terms and Conditions (<https://www.epic.com.mt/tc-general/>), Epic Secure E-Billing Service Terms and Conditions (<https://www.epic.com.mt/wp-content/uploads/2020/11/Secure-E-Billing-Service.pdf>), our Rest of World Epic Traveller Terms and Conditions (<https://www.epic.com.mt/wp-content/uploads/2022/05/Rest-of-World-Traveller-for-Pay-Monthly-Plans.pdf>), our Quality of Service term, our 4G Service Terms (<https://www.epic.com.mt/wp-content/uploads/2020/11/4G-Services.pdf>), the Device Terms and Conditions (available in the Device package) and any of our other relevant terms and conditions shall also apply.
4. The Device and General Tariff Terms:
 - 4.1. You can purchase the Tariff Plan from our retail stores. Upon the purchase of this [Tariff Plan](#), you will receive a new SIM and the Device. To be able make use of the Tariff Plan, you need input the SIM in the Device.
 - 4.2. You are solely responsible for the Device and for all activity carried out on the Device on the SIM. We are not responsible for any misuse of the Device, Tariff Plan and App (as defined in term 4.3 below). Whilst using the Device or the Tariff Plan, you must abide our [Acceptance Usage Policy](#). You also agree to use the Tariff Plan exclusively for the purpose for which it is intended. Failure to adhere to the Acceptance Usage Policy may lead to loss of, or restriction to your service.
 - 4.3. In order to make use of the Tariff Plan, you must download the third party application MyKi Watch ('App') onto any compatible equipment such as a mobile phone, tablet and/or laptop. You must read the applicable Device and App privacy policy before downloading the App. For the avoidance of any doubt, Epic does not own or have any connection to such third party and its related policies and therefore, it is not responsible for any personal

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data collected, used or shared by such third party and for any consents or any other handling of your personal information by said third party.

- 4.4. Notwithstanding the above, Epic will process your personal data in accordance with Epic Privacy Policy (<https://www.epic.com.mt/privacypolicy/>), for the provision of this Tariff Plan. By default, you will not receive any marketing messages on the number subscribed to this Tariff Plan. Furthermore, any service related messages will be sent to the email address provided by you to us in accordance with term 13.3.
- 4.5. After the App installation described in term 4.3, you must also pair the App with the SIM which is inserted in the Device. In order to help you with the App installation and the Device activation, follow the instructions provided with the Device package or visit our website.
- 4.6. In making use of the Tariff Plan, you are accepting that you are solely responsible to abide all applicable data protection laws governing the privacy of third parties. In particular, you agree to take all reasonable measures to ensure that the Device's tracking ability is kept safe from unauthorised access.
- 4.7. You should ensure that you implement password or other security measures on any equipment on which you will be installing the App. If you are no longer using said Device or if the Device are no longer in your possession, it is your responsibility to delete all information from the Device or from the App.
- 4.8. This Tariff Plan is intended for individual (i.e. consumer) use only. Epic reserves the right to limit the number of Tariff Plans offered to a single person.

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. If you wish to benefit from this Tariff Plan, you will be required to sign a **two (2) year agreement** ('Agreement'). Upon entering into a **two (2) year Agreement**, you can benefit from this Tariff Plan including monthly benefits (the 'Monthly Bundle'), at six euros and ninety-nine cents (**€6.99**) each month. Furthermore, a device charge of seventy-five euros (**€75**) shall apply.
- 5.3. For the avoidance of doubt, once your Agreement term expires, you will continue benefitting from the Monthly Bundle on a rollover basis at six euros and ninety-nine cents (**€6.99**) each month.

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5.4. If you choose DDM as your method of payment, monthly discount of two euros (€2) will be deducted from your Monthly Access Fee indicated in term 5.2.

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 & SMS to local Epic mobile and fixed numbers	Unlimited
Minutes & SMS to any other local mobile and fixed numbers	50
When in the EU/UK	
Minutes & SMS to Maltese and EU/UK mobile and fixed numbers	50
Data	
Data (shared in Malta and in the EU/UK)	500MB

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 Agreement, the Monthly Bundle will be allocated in full. You will pay a proportion of your Monthly Access Fee which will be calculated on the number of days between your Tariff Plan activation date and the date of the first billing cycle. However, you will still receive the full benefits included in the Monthly Bundle.

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.

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7. Rates outside Monthly Bundle and Information on 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	
Local Calls	€0.25c per minute to all fixed and mobile numbers. Calls lasting less than 1 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 fixed and mobile number	€0.22c per minute. Calls lasting less than 1 minute shall be charged at a flat rate of €0.22c per call.
SMS to the EU/UK mobile number	€0.05c per SMS.
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.
International Usage	Any activity beyond benefits provided in your Monthly Bundle (if any) from Malta to abroad shall be charged as per term 7.5 below.
Whilst in EU/UK	
Calls to Malta and EU/UK	€0.25c per minute to all fixed and mobile numbers. Calls lasting less than 1 minute shall be charged at a flat rate of €0.25c per call
SMS to Malta and EU/UK	€0.05c per SMS to all mobile numbers.
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.

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

Other Services	Rates
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Calls/SMSs to Maltese Premium Rate Numbers	<p>Charged outside of your call minutes/SMS Bundle</p> <p>Premium Call Rate = fixed line call rate + premium rate of the call</p> <p>Premium SMS Rate = charged at the premium rate</p> <p>For more info on premium rates visit: https://www.mca.org.mt/articles/premium-rate-numbers-all-you-need-know.</p>
Freephone Numbers	<ul style="list-style-type: none"> 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 8000X range) are charged at fixed line call rate (consumed from plan) whilst fixed calls are free-of-charge (not consumed from plan). <p>For more info on Freephone numbers kindly consult the Framework for Freephone services in the 800 range on the MCA website, located on the following link : https://www.mca.org.mt/regulatory/numbering/numbering-plans.</p>
Short Codes	<ul style="list-style-type: none"> Mobile calls to tariffs type B and C are charged at fixed line call rate (consumed from plan). Fixed calls to tariff type C only are charged at fixed line call rate (consumed from plan). <p>For more info on short codes and Tariff Types B and C, kindly consult the Short Code Matrix on the MCA website, located : https://www.mca.org.mt/regulatory/numbering/numbering-plans.</p>
DES Calls	<p>Calls towards 1182 are charged at the same rate as a call to offnet fixed.</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</p> <p>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 on the link : https://www.epic.com.mt/international-premium-numbers-charging/.</p>

7.5. International Usage

7.5.1 The charges listed below 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 in Zone 1, 2, 3 and 4 countries;

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	Calls to all fixed and mobile number	SMS to all mobile number
Zone 1 – EU/UK Countries	€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 – Satellite	€9.99c per minute	€0.99c

7.5.2. For more information about Countries falling under the four zones and other applicable rates, kindly follow this link: <https://www.epic.com.mt/calling-abroad/>

8. Roaming

8.1. The EU/UK roaming benefits provided with the Monthly Bundle of this Tariff Plan are subject to the Fair Use Policy in line with the EU/UK Regulations further explained under **Mobile General Terms and Conditions** (<https://www.epic.com.mt/tc-general/>).

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 Traveller together with the respective terms and conditions shall apply here : <https://www.epic.com.mt/wp-content/uploads/2022/05/Rest-of-World-Traveller-for-Pay-Monthly-Plans.pdf>. This is the default tariff when roaming in Rest of World countries on this Tariff Plan. You may not opt out from the Traveller tariff plan.

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
Paper copy of your itemised bill	€3 per itemised bill
Direct Debit Reversals	€8
Suspension of Service – reconnection charge	€20
Paper bills	€3 per invoice
Late Payment Penalty	€6 penalty shall apply for every invoice that is not paid within the due date stated on the invoice

10. Add-On Packs

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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 247, free of charge from your handset, visit one of our retail outlets, or visit our website.

11. Disconnections, Migrations and Penalties

11.1. **The following penalties shall apply upon disconnection and termination (prior to the expiration of your 2-year Agreement):**

	Year 1	Year 2
Termination	30% of the Monthly Access Fee x remaining months	30% of the Monthly Access Fee x remaining months

11.2. Should you benefit from a free or discounted Device (refer to the full Device Price in term 5.2, upon termination of this Tariff Plan you must pay the full Device price or the difference of the full and discounted Device price.

11.3. During your 2-year Agreement, you cannot be migrated to another tariff plan and any such migration would be treated as a termination as per term 11.1.

12. Renewals

12.1. You may renew your Agreement either by calling customer care on 247, free of charge, from your handset, or by visiting one of our retail outlets. The list of our retail outlets may be found on this link: <https://www.epic.com.mt/epicstores>

13. Payment

13.1. You are required to apply for our secure e-billing as explained in term 6.7 above 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.

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. This Tariff Plan is offered exclusively with e-billing as the default invoicing method. This means that when subscribing to this the plan, you would need to provide us with a valid email address

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which we will send billing information and service notification on. We shall not be responsible for a failure of receiving any notifications due to incorrect or invalid email address provided by you.

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. 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.

14.3. 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 14.2 will not apply.

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

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