Date: 11.09.2023 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

| Fixed Internet Allowance | 600 GB |
|--|--------|
| | |
| If Applicable (Internet Device Provided) | Yes |
| | |

The fixed speeds are up to 20Mbps Upload Speed & 80Mbps Download Speed. * TSR download estimate 20-80 Mbps (visit one of our stores in the event of regular discrepancy in speed or other quality measurements).

*This plan is subject to location and available only in Sliema and St Julians. Visit our web to see network coverage: Epic - Network Coverage Map

Recurring charges

| Monthly Access Fee | 2yrs agreement | 1yr agreement | After agreement expires | Month on Month |
|----------------------|----------------|----------------|-------------------------|-----------------|
| With DDM discount | €29.99 | €34.99 | €34.99 | €34.99 |
| Without DDM discount | €31.99 | €36.99 | €36.99 | €36.99 |
| Device rental fee | Not Applicable | €5/monthly | Not Applicable | €5/monthly |
| Non-refundable | Not Applicable | Not Applicable | Not Applicable | €90 onetime fee |
| Device Fee | | | | |

Administrative Fees

o **Paper Copy of Itemized Bill:** €3 per paper copy

o **Paper Bills:** €3 per invoice

o **Late Payment Fee:** €6 penalty for each invoice not paid before due date

Direct Debit Reversals: €8

o **Suspension of service reconnection fee:** €10 one time charge

Tariff Downgrade: €10 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. Other charges specific to epic Business Fixed Internet are listed in the applicable Terms and Conditions.

Duration, renewal, and termination

Contract duration: 12 or 24 Months or Month on Month

Termination:

You can terminate your Month on Month Agreement or migrate to a different tariff plan by providing us with a 30-day written notice without incurring any termination fees.

If you are terminating whilst in 12-months or 24-months contract the following penalty applies: 50% of the Monthly Access Fee x remaining months.

If you opt to terminate, you must return all Equipment incl. original packaging box provided to you by us in good working condition. In default, or should this Equipment be returned damaged or faulty, you will be liable to pay us the sum of €200 per damaged Equipment.

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

Features for end-users with disabilities: Not applicable

Other relevant information

For more information on how we collect, use and share personal information see our Privacy Policy by visiting www.epic.com.mt/privacypolicy or our stores.

Epic Home Super Internet Only

- 1. The EPIC Home Super Internet Only service is offered by Epic Communications Limited ('we') to its new and existing customers ('you') under these terms and conditions ('Specific Terms and Conditions'). Epic reserves the right to limit the number of plans offered to a single person/legal entity. 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 and must be read in conjunction with (i) General Fixed Services Terms and Conditions, (ii) Epic Secure E-Billing Service Terms and Conditions 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).
- **2.** You may subscribe to the EPIC Home Super Internet Only service as from 11th September 2023. This version of the Specific Terms and Conditions is applicable as from 11th September 2023.
- 3. Epic Home Super Internet Only plans available (the 'Tariff Plan'):
 - **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. Epic Home Super Internet Only Service on a two (2) year agreement

| Monthly Access Fee including DDM discount | €29.99 /month | |
|---|---|--|
| Monthly Access Fee without DDM discount | €31.99/month | |
| Fixed Internet data cap | 600GB /month | |
| Download Speed (estimated maximum) | Up to 80Mbps | |
| Upload Speed (estimated maximum) | Up to 20Mbps | |
| IP-Dynamic | 1 free | |
| Installation Charge and On-site support Charge | Refer to term 6.2 below | |
| Buy and Try Promotion as per term 4 below | Available when signing a 2year agreement | |
| Service Description | TSR download estimate 20-80 Mbps | |

4. Epic Fixed Home Internet Offers

- 4.1. Epic is offering you the **Buy and Try promotion** when **signing up for a 2year agreement**. This promotion gives you:
 - a) Cooling Off Period: These Tariff Plans come with a 14-day cooling off period within which you can decide to stop the agreement, by returning the device/s to the Epic Birkirkara Store, without incurring any penalties. All devices must be returned in a good working condition, and with their original packaging, in default, a penalty of €200 shall apply in line with term 6.2 below.
 - b) The **Buy and Try promotion** shall be available once, per subscriber, per contract.

5. Proper use of the Fixed Internet Device (the 'Device')

- 5.1. The Fixed Services provided for under this Tariff Plan should be used in good faith, and by respecting the limits as set out in this term 5.
- 5.2. You hereby acknowledge and accept that the Device provided for by Epic is used solely at the fixed address that you provide upon activation of the Fixed Services. Should you wish to change your fixed address, you are requested to contact us in accordance with term 11.2. The use of the Device at any other address than the one communicated to us is strictly prohibited. Should you breach this term 5.2, Epic reserves the right to terminate and/or suspend your Fixed Services
- 5.3. The Fixed Internet Service carries with it a data cap of 600GB per month (the 'Data Limit'). Once you reach this Data Limit, Epic reserves the right to suspend and/or stop your service for the remainder of the then current month. Any unutilized data from the 600GB data cap at the end of the month shall not be carried forward to the following months.

6. Administrative charges and other rates

6.1. The following administrative charges shall apply:

| Service | Applicable Administrative Charge incl. VAT |
|---|--|
| Paper copy of your itemized bill | €3 per itemized bill |
| Direct Debit Reversals | €8 |
| Suspension of Service – reconnection charge | €10 |
| Paper bills | €3 per invoice |
| Change in Customer Details | FREE |

These charges cover the work involved in processing each request/payment instructions as well as any stationary costs relative thereto.

6.2. Other Rates that may apply:

| Service/ Product | Applicable Rate incl. VAT |
|--|---|
| Static IP address | €2 per month for each Static IP |
| CPE Fixed Internet Device | €200/ device |
| Non- refundable device fee (for Month on Month agreement) | €90 one-time fee |
| Device Rental Charge for Internet Service (for 1-year and Month on Month agreements) | €5/ month |
| Support charges (Technician Home visit) during business hours | €25 for the first hour and €15 for subsequent hours |
| Support charges (Technician Home visit) during non- business hours (incl. Sundays and Public holidays) | €30 for the first hour and €17 for subsequent hours |
| Abandoned Installations | €20 |
| Optional External Antenna Installation | €125 one-time charge |
| Late Payment Penalty | €6 penalty shall apply for every invoice that is not paid within the due date stated on the invoice |

7. Disconnection and Penalties

7.1. You can terminate your **Month on Month** Agreement or migrate to a different tariff plan by providing us with a 30-day written notice without incurring any termination fees.

If you are terminating whilst in **contract** the following penalty applies: **50% Monthly**Access Fees (excluding additional fees) × Remaining months into contract.

7.2. Upon disconnection of service, the Device alongside with its original packaging box should be returned to any of Epic's retail stores in good working condition. In

default, or should this equipment be returned damaged or faulty resulting from, but not limited to, misuse, mishandling, willful damage by liquids, connection to unsuitable supply power, surges, lightening, tampering or service by unauthorized personnel, the customer will be liable to pay Epic the sum of €200.

7.3. Epic reserves the right to terminate the service if there is a breach of these terms and conditions. Provided that in such circumstances, you shall still be liable to pay the applicable penalty in terms of term 7.1 above.

8. Payment

- 8.1. The 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 together with an out of bundle usage at the rates provided in term 3.2 above.
- 8.2. Payment for this Tariff Plan will be via Direct Debit Mandate.
- 8.3. Epic reserves the right to impose interest at the maximum rate permissible at law with respect to any overdue amount owed to Epic for the fixed services provided.
- **9. E-Billing:** 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 start receiving a monthly SMS notification on your mobile number, informing you that your e-bill has been issued. You shall be charged a monthly administrative fee of €3 per invoice if you fail to provide us with your personal email address.

10. General Terms and Conditions

- 10.1. Upon subscribing to this Tariff Plan, you are automatically accepting to adhere to these terms and conditions, and the <u>General Fixed Services terms and conditions</u>.
- 10.2. You are advised to call 1623, send us an email on 247@epic.com.mt or visit one of our <u>retail stores</u>, to learn more about this Tariff Plan.
- 10.3. 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 for a device (term 7) 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.
- 10.4. 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 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 11.3 will not apply.

10.5 The benefits of this Tariff Plan are meant for individual residential use. 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 Bandwidth management: In order to guarantee our network integrity, and your access to all points of the Internet even during peak hours when the traffic is particularly high, Epic, whilst respecting the principle of equal treatment of traffic, reserves the right to introduce temporary and non-discriminatory traffic management measures.