

Epic Premium
Epic Communications Limited

Date: 01.01.2024 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

## Services and Equipment:

Mobile Voice Telephony with following Monthly Bundle	Data	Minutes	SMS	
Usage in Malta	Unlimited	Unlimited	Unlimited	
Usage in EU/UK (Roaming in EU/UK)	101GB	Unlimited	Unlimited	
Usage in Selected Countries (Roaming in Non-EU/UK)	3GB	-	-	
Usage from Malta to EU/UK (International)	-	Unlimited	Unlimited	
Usage from Malta to Selected Countries (International)	-	300	300	
Usage in Non-EU/UK (Roaming in Non-EU/UK)	Premium Traveller: unlimited mins to Maltese numbers/unlimited SMS to anywhere/200M incoming minutes at € 6.99 daily in selected countries.			
If Applicable: Care Benefits / Equipment	Device Subsidy €899. Care Pack			

## Speed of Internet and Remedies

The mobile data speeds are up to 90Mbps Upload Speed & 1500Mbps Download and are only available on 5G capable devices that are enabled on the Epic network and are subject to location: <a href="https://www.epic.com.mt/ssp/networkcoveragemap">https://www.epic.com.mt/ssp/networkcoveragemap</a>. (Visit one of our stores in the event of regular discrepancy in speed or other quality measurements.)

### Price

### **Recurring charges**

	Bundled services with 2yrs agreement	Bundled services with Device Contract with 2yrs agreement	After agreement expires	Month to Month Contract	
Monthly Access Fee including DDM discount	€69.99	€89.99	€89.99	€89.99	
Monthly Access Fee without DDM discount	€71.99	€91.99	€91.99	€91.99	
Limited Time Offer	€20 discount if you have one of the Eligible Bundled Services				

## Rates Outside the Monthly Bundle:

Data i	Data in EU/UK Minutes From MT to any mobile and fixed number						SMS From MT to any mobile number					
In EU/UK	Selected Countries	Zone 1	Selected Countries	Zone 2	Zone 3	Zone 4	Zone 5 - Satellite	Zone 1	Selected Countries	Zone 2 +3	Zone 4	Zone 5- Satellite
€1.83/G B	€0.05c/ MB	FREE	€0.25c/ min	€0.51c/mi n	€0.91c/mi n	€4.99c/ min	€9.99c/mi n	FREE	€0.05c/ SMS	€0.49c/ SMS	€0.99c/ SMS	€0.99/ SMS

### **Administrative Fees**

- o 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.

## Duration, renewal and termination

Contract duration: Month to Month Contract or 24 months in case of Bundled services or Device Contract or Bundled with Device Contract

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

Features for end-users with disabilities: Not applicable

### **Epic Communications Ltd**

Level 6, Skyparks Business Centre, Malta International Airport, Luqa, LQA 4000, Malta T (+356) 9999 9247 epic.com.mt/contact-us VAT Reg No: MT12135215



Other relevant inform

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 Premium**

- 1. The Epic Premium 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'). When you subscribe to this Plan, you are automatically accepting to adhere to these Specific Terms and Conditions, Mobile General Terms and Conditions (<a href="https://www.epic.com.mt/tc-general/">https://www.epic.com.mt/tc-general/</a>) and any other relevant terms and conditions which will constitute a legally binding contract between you and us (the 'Agreement').
- 2. You may subscribe to the Tariff Plan as of the 17th November 2020. This version of the terms and conditions is applicable as of the 1st January 2024.
- 3. Tariff Plan & Monthly Bundle
  - 3.1 This Tariff Plan is available with a month to month rolling Agreement term that recurs automatically every calendar month and which provides you with the monthly benefits listed in Table 1 below (the 'Monthly Bundle').
  - 3.2 Upon subscribing to the Tariff Plan you will benefit from the Monthly Bundle that includes:

Monthly Benefits	
Minutes to any Maltese local mobile and fixed numbers whilst in Malta $\& \\$	
Minutes to any Maltese and EU/UK mobile and fixed numbers whilst in the EU/UK $\&$	Unlimited
Minutes to any EU/UK mobile and fixed numbers whilst in the Malta	
SMS to any Maltese local mobile number whilst in Malta &	
SMS to any Maltese and EU/UK mobile number whilst in the EU/UK $\&$	Unlimited
SMS to any EU/UK mobile number whilst in the Malta	
Minutes (towards mobile and fixed numbers) &	
SMS towards the Selected Countries (Australia, Canada, China, Russia,	300
Thailand, Turkey, UAE and USA)	
Data to be used in Malta	Unlimited
Data to be used in EU/UK	101GB



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Data to be used in Selected Countries (Australia, Canada, China, Russia, Thailand, Turkey, UAE and USA)	3GB
Data Speeds whilst in Malta and in EU/UK	1500Mbps Download
	90Mbps Upload

**Monthly Benefits** 

- 3.3 Any unutilised benefits from the Monthly Bundle shall not be carried forward and will be forfeited at the end of the month.
- 3.4 Any usage beyond what is provided in the Monthly Bundle shall be charged at rates set out in term 5 below. Any activity made towards local premium-rated numbers or other services will not be consumed from the Monthly Bundle and will be charged separately as per the rates as set out in term 5 below.
- 3.5 For the first month of the Agreement, the Monthly Bundle will be allocated on full basis. 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.
- 3.6 Mobile data speeds may vary from time to time due to contention ratios on the network and other factors outside our control, which include dependency on the network coverage as well as on your device. Currently our mobile data service on this Tariff Plan is able to support speeds up to 90Mbps Upload Speed & 1500Mbps Download Speed and are only available on 5G capable devices that are enabled on the Epic network and are subject to location.

# 4. Monthly Access Fee

- 4.1 All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.
- 4.2 You may benefit from the Tariff Plan at the price of ninety-one euros & ninety-nine cents (€91.99) per month (the 'Monthly Access Fee'). Should you subscribe to DDM, you shall benefit from the discounted monthly fee of eighty-nine Euros & ninety-nine cents (€89.99) per month (the 'Monthly Access Fee'). Should you choose to benefit from this Tariff Plan together with any one of our eligible services (collectively referred to as 'Bundled Services') you will get additional discounts in accordance with the Bundled Services Terms and Conditions.
- 4.3 If you wish to benefit from a subsidy on one of our handsets when benefitting from this Tariff Plan, you will be required to sign a **two (2) year agreement** for the Tariff Plan ('2-year Agreement').



- 5. Rates outside Monthly Bundle and Information on Charges
  - 5.1 The rates and charges provided in this term shall apply to any usage which goes 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.
  - 5.2 Rates applicable in Malta, EU/UK & Selected Countries:

Data usage whilst in EU/UK	Any data usage consumed out of your data allowance will be charged at €1.83 per GB. This bundle will commence once all the data allowance within the tariff is consumed and recur indefinitely until the end of the month.	
Calls/SMSs to Maltese Premium Rate Numbers	<ul> <li>Premium Call Rate = fixed line call rate (consumed from plan) + premium rate of the call</li> <li>Premium SMS Rate = charged at the premium rate         For more info on premium numbers click on the         following link: <a href="https://www.mca.org.mt/articles/premium-rate-numbers-all-you-need-know">https://www.mca.org.mt/articles/premium-rate-numbers-all-you-need-know</a>.</li> <li>These rates may change from time to time depending on the applicable regulation. For the latest applicable rates on premium numbers, you can find them on the following link: <a href="https://www.epic.com.mt/international-">https://www.epic.com.mt/international-</a></li> </ul>	
Freephone Numbers	<ul> <li>Both fixed and mobile calls towards the 8000X range are neither charged for nor consumed from the bundle.</li> <li>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).</li> <li>For more info on Freephone numbers kindly consult the Framework for Freephone services in the 800 range on the MCA website, located https://www.mca.org.mt/regulatory/numbering/numbering-plans.</li> </ul>	
Short Codes	<ul> <li>Mobile calls to tariffs type B and C are charged at fixed line call rate (consumed from plan).</li> <li>Fixed calls to tariff type C only are charged at fixed line call rate (consumed from plan).</li> <li>For more info on short codes and Tariff Types B and C, kindly consult the Short Code Matrix on the MCA website, located:         <ul> <li>https://www.mca.org.mt/regulatory/numbering/numbering-plans.</li> </ul> </li> </ul>	



DES Calls	<ul> <li>Calls towards 1182 are charged at the same rate as a call to offnet fixed.</li> </ul>		
Calls to International Premium Rate Numbers	Charged outside of your Monthly Bundle.  Premium Call Rate is applied on a per minute basis.  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, you can find them on the following link: <a href="https://www.epic.com.mt/international-premium-numbers-charging/">https://www.epic.com.mt/international-premium-numbers-charging/</a> .		
Calls whilst roaming in EU/UK to non-EU/UK fixed and mobile number	€3.99c per minute.		
Calls to Satellite Numbers	€9.99c per minute from Malta and whilst roaming anywhere.		

Table 2: Out of Bundle Rates

5.2.1 Any usage done over and above the monthly allowance provided with this tariff whilst roaming in the selected countries (list available here:

<a href="https://www.epic.com.mt/paymonthlyplans/">https://www.epic.com.mt/paymonthlyplans/</a>), the following charges shall apply:

Calls to Malta, EU/UK & selected countries	€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, EU/UK & selected countries	€0.05c per SMS to all mobile numbers
Data Usage whilst in selected countries	Any data usage consumed out of your data allowance will be charged at €0.05 per MB. This bundle will commence once all the data allowance within the tariff is consumed and recur indefinitely until the end of the month.

Table 3: Out of Bundle Rates in Selected Countries

# 5.3 Rates for international usage

5.3.1 The charges listed 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 4 below:

## **Epic Communications Ltd**



a. Whilst in Malta: Calls/SMS/ from Malta to numbers from Selected Countries, Zone 1, 2, 3 and 4 countries;

	Calls to any mobile and fixed number	SMS to any mobile number	
Zone 1 – EU/UK Countries	Free	Free	
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	

Table 4: International Usage Rates

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

# 6. Roaming

- 6.1 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/).
- 6.2 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 Premium Traveller together with the respective terms and conditions shall here:

  <a href="https://www.epic.com.mt/wp-content/uploads/2022/05/Rest-of-World-Traveller-for-Pay-Monthly-Plans.pdf">https://www.epic.com.mt/wp-content/uploads/2022/05/Rest-of-World-Traveller-for-Pay-Monthly-Plans.pdf</a>. This is the default tariff when roaming in Rest of World countries on this Tariff Plan. You may not opt out from the Epic Premium Traveller tariff plan.

# 7. Administrative charges

7.1.1 The following administrative charges shall apply in any of the following circumstances when subscribed to the Tariff Plan:

Service	Applicable Administrative Charge incl. VAT
Migration from this Tariff Plan to a prepaid plan	€10 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	€10 one-time charge – refer to term 8 below.
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

Table 5: Administrative charge

# 8. Termination and Migration

- 8.1 You can terminate your Agreement or migrate to a different tariff plan by providing us with a 30-day written notice without incurring any termination fees. In the event that you are migrating to a lower to a tariff plan with a lower Monthly Access Fee before the 30-day notice period is over the charges mentioned in term 7 above shall apply. For the avoidance of any doubt these do not apply in case you are migrating to a higher tariff plan with a higher Monthly Access Fee or in case you are migrating after the 30-day notice period is over.
- 8.2 In case you are benefiting from other services together with this Tariff Plan the applicable fees in accordance the relevant terms and conditions shall apply.
- 8.3 In case you are benefitting from a subsidy on one of our handsets (see term 4.4) and you wish:
  - 8.3.1 To terminate your Agreement, a fee of not more than €1519.93 and not less than €27 shall apply. In case of termination in the last month of your Agreement, the applicable fee for termination will be equivalent to your Monthly Access Fee.
  - 8.3.2 To downgrade or upgrade your Tariff Plan to Eco tariff plan, a fee 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.
- 8.4 Care Pack for your Smartphone Applicable to those of you benefitting from a device subsidy
  - 8.4.1 In case you are benefitting from a subsidy on one of our handsets, you will also benefit from a care pack for your device. This will entitle you to have your handset repaired for free, or to get a replacement in case of out of warranty malfunction, including but not limited to screen damage and malfunction, but excluding liquid damage. Theft and loss are not covered by the care pack. You are entitled for one (1) free repair or replacement for the duration of your Agreement.
  - 8.4.2 Epic shall not be liable for the:
    - a. Restoration or reinstallation of any programs and/or data on the device following the service or replacement, other than the software supplied with the device by the manufacturer at the time of purchase; and/or



- b. Interoperability or compatibility issues that may arise when your device software or device options are not supported by the manufacturer of the device.
- 8.4.3 You shall ensure that prior to the handing over of your handset for service and/or replacement:
  - a. You would already have removed any confidential information of a proprietary and/or personal nature from the said device; and
  - b. You would have already carried out all necessary backups of all programs, information and data; and you have removed the SIM and all removable accessories, external devices, media, memory cards, sticks, chips and their contents from the device.
- 8.4.4 Should you fail to remove any such data and/or removable accessories listed in Term 8.4.3 above, you acknowledge that you are doing so at your own risk and that we shall not be held liable for any loss or damages which may ensue.
- 8.4.5 Support, Repair and Replacement: In the event that the device requires off-site repairs, the after sales representative shall provide you with a loan phone and shall deliver your device to our after sales service centre. Once repaired, we will notify you that it is available for collection by not later than fifteen (15) days from receipt of said notification. Failure to collect your repaired device within the stipulated time-frame, shall automatically give us the right to dispose of the repaired device as we deem necessary without further notification. Alternatively, you may benefit from our 'drop-off' service, free of charge. In this case, we will deliver the repaired device onsite.
- 8.4.6 Replacement of the device shall be at our sole discretion.
- 8.4.7 A replaced/repaired handset will be given a ninety (90) days warranty period if the remainder of the original warranty period is less than ninety (90) days and this subject to the conditions laid down in the Limited Manufacturer's Warranty that comes enclosed with your device and/or accessory.

## 9. Contact Us

9.1 You are advised to visit our website Epic.com.mt, 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 retail outlets or authorised dealers, to learn more about this Tariff Plan.

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