

## Epic General Fibre Fixed Internet Services Terms and Conditions

### 1. GENERAL APPLICATION

**1.1** These General Fixed Services Terms and Conditions ('Terms') govern the provision and the use of the epic Fibre Internet, including the epic Fixed Telephony Service and any other additional services which might be offered by us (herein collectively referred to as 'Service/s').

**1.2** These Terms form an integral part of your Agreement for the Services, together with the following documents, and any other terms and conditions or documents referred therein (as applicable):

- a) Order Form;
- b) special or promo offer Terms and Conditions, if applicable;
- c) Service Specific Terms and Conditions;
- d) epic Secure E-Billing Service Terms and Conditions,

In the event of a conflict between these Terms and any of the documents listed above, the documents shall prevail in the order of precedence set out above (highest level of precedence first).

**1.3** These Terms must also be read in conjunction with epic Privacy Policy, epic Traffic Management Policy and Acceptable Use Policy.

**1.4** Please note that various related epic products and services including add-ons and Third-Party Services may be subject to their own distinct terms and conditions which you are advised to read.

**1.5** For a full list of our terms and conditions, including those not mentioned above, please visit our website ([www.epic.com.mt](http://www.epic.com.mt)) and/or one of our retail stores.

### 2. CONCLUSION OF THE AGREEMENT/ ACCEPTANCE OF ORDER

**2.1** You can place an Order for the Services by visiting one of epic's retail stores, submitting the Order with our authorised agents or via other distance options that may be made available by epic from time to time. You may call epic Customer Service on 247, or 16230 in case you are a business customer, to check the options available for placing the Order, and to check whether the Services are available at your Premises. epic reserves the right to accept Orders in electronic format, through the provision of electronic signatures or by other means, as available and as legally acceptable.

**2.2** We reserve the right to accept or refuse you as our customer. Our acceptance and processing of the Order, conclusion of the Agreement and provision of Services is subject to:

- a) our assessment of your creditworthiness;
- b) valid proof of your identity and address and such evidence of residency in Malta, as we may require;

- c) valid proof of a long-term commitment to reside in Malta, as we may require;
- d) you being over eighteen (18) years of age (if personal application);
- e) truthful and accurate completion of the Order Form and providing us with all requested information and data at the point of placing the Order, or any other additional information as we may reasonably request;
- f) authorisation as a representative and/or agent of another person or legal entity proving your respective powers, this might include power of attorney, authorisation by the owner of the Premises, if applicable; and
- g) security deposit as may be reasonably required by us as a guarantee for the fulfilment of your obligations. Such deposit will be refunded to you at the end of the Agreement subject to the payment of all outstanding Charges and settlement of all bills.

**2.3** Upon acceptance of your Order by epic this Agreement shall become effective and you shall be bound by and comply with the terms herein ('Effective Date'). The Minimum Term of this Agreement, shall commence on the date on which the Services are made available to you by us ('the Commencement Date'). The Agreement shall be valid and effective throughout the Minimum Term and thereafter shall continue on a month by month basis unless terminated in accordance with these Terms.

### **3. SERVICE AVAILABILITY AND ACTIVATION**

**3.1** The activation of the Services is subject to the acceptance of your Order by us and by the Access Provider. Such request may be rejected or delayed by the Access Provider in case:

- a) your Premises is located outside the geographic area covered by the network reach of the Access Provider's network;
- b) the location of your Premises is not capable of a standard installation type as determined by the Access Provider;
- c) incorrect information has been provided by you when placing the Order.
- d) no appropriate permissions by the Premises' rightful owner were obtained; if needed.
- e) no proper access to the Premises was allowed or granted as scheduled;
- f) no Authorised Person was present at the Premises as scheduled.

Should any of the above apply, epic reserves the right to charge you an additional administrative/penalty charge in accordance with these Terms.

**3.2** Upon acceptance of your Order by the Access Provider, we will contact you and provide you with a timeline within which we will activate the Services. Alternatively, we will inform you that your Premises is not currently serviceable or request additional information. This timeline may vary from

customer to customer depending on the circumstances affecting the delivery mechanism. Installation of the Services shall be on a best effort basis in accordance with the timelines provided, but such dates are estimates and we cannot guarantee that we will meet such dates. Notwithstanding the above we will work with the Access Provider to provide the Services to you as soon as possible and in any event not later than 25 Business Days from the Effective Date or as otherwise agreed with you. Provided that this timeframe may be extended in case of any delays attributable to you (e.g. rescheduling of the Service Installation by you etc.).

**3.3** If the Order is denied by the Access Provider, if we are technically unable to activate the Service, or if we fail to provide you with the Service within 25 Business Days from the Effective Date (unless extended in accordance with term 3.2 above), each Party has the right to terminate the Agreement unilaterally in accordance with the provisions of these Terms. In case of such termination:

- a)** you must notify epic of your intention to terminate this Agreement by visiting any one of our retail outlets, as well as returning any Equipment provided to you by us in accordance with term 9.8 below.
- b)** we will return any activation fee or deposit collected in accordance with the provisions of these Terms.
- c)** you must pay any penalties that may be applicable in accordance with these Terms (the termination penalty shall not apply in this case).

#### **4. INSTALLATION**

**4.1** The Order may require the installation of Equipment by an Agent in your Premises for the provision of the Services ('Installation'). If such an Installation is required, you will be contacted by us for the setting of an appointment date and time (within Working Days). If you wish to reschedule this appointment, you can do so without incurring any charge up to 4 Working Days prior to the scheduled appointment failure to do so shall result in a charge being applied in accordance with the Schedule of Charges.

**4.2** You agree to follow any reasonable instructions that we may give you in order for us to be able to provide you with the Service and to allow us access to your Premises where needed. The Installation will commence with an overview of your Premises to ensure that the Premises can support the Services. You must allow us to access to your property in order to allow for the Installation of the Equipment and so that they may carry out any works necessary for the provision of such Services. You must sign an installation form provided by the Agent or to confirm in any other manner as may be requested by us that the Installation has been completed.

**4.3** The standard Installation covers the installation of any wiring or cabling up to the modem/gateway (where applicable), or otherwise to the first socket. In order to benefit from the Service, you may need some special apparatus or installation that is not included with the standard Installation. In such cases we will provide you with an estimate cost for the work and/or items that are not normally covered during our Installation and will only be able to proceed upon agreement and payment by you to us or else by agreeing in writing to include these charges in your next bill. Accepting our estimate costs implies an irrevocable commitment by you to pay these charges.

**4.4** You must have the Premises ready and safe for us or any Agent to access and carry out the Installation. At the time of placing your Order, you accept full responsibility to ensure that there is a clear and safe environment for our Agent to carry out the Installation. This includes moving any furniture likely to obstruct the path of wiring or cabling prior to the Installation. Under no circumstances will the Agent engage in such activity. epic reserves the right to charge for any additional time spent on site by our Agents as a result of having to wait, or as a result of having to reschedule the appointment due to the Premises not being ready for the Installation.

**4.5** You or another authorised person acting on your behalf has to be present to take responsibility for any work that we may need to carry out on your Premises to provide the Service. We may refuse to proceed if for whatever reason we believe that the person present cannot assume such responsibilities, for example if this person is clearly a minor. In this case, you will need to set another appointment with us. You agree that we are not responsible if we are unable to adhere to the timeframes for the Installation due to any rescheduling of appointments for any reason attributable to you.

**4.6** The Installation may require works to be carried out on the Premises, which may include a change of a network socket in the wall or drilling a hole through the wall of the Premises and/or affixing a coupler box to an external and/or internal wall and/or any other works which may be required to complete the Installation. The Agent will utilise any suitable available pre-existing overhead and underground infrastructure where possible, although in certain circumstances, underground digging may be required. Where no underground ducts are available, an overhead install solution may be used between homes and/or businesses and/or from a power line, or telephone, pole onto the façade of your Premises.

**4.7** You must be present at the Premises at the arranged time for installation, in order to facilitate access to the Premises, as required and to acknowledge that the works have been carried out to a suitable standard. You may be required to sign any applicable forms presented to you by the Agent attesting to the successful Installation.

**4.8** You accept and agree to procure all necessary third-party consents, permits and/or permissions, which may be required in order to install the Services. This includes permission from third parties if we

need to cross their property or place Equipment on their Premises. Where the Premises is a rental premises, it is the responsibility of the tenant to inform, seek and obtain permission from the landlord regarding the installation of Equipment, including any required alterations to the Premises. We will be unable to proceed with the Installation if we are aware that such permits and permissions are not available or if third parties do not provide us with access to their premises if needed. Failure to obtain these consents shall result in our right to terminate the Agreement with immediate effect and you agree to indemnify us in respect of any claims from third parties in circumstances where you have failed to obtain the appropriate consent as required under this term. Such termination may also result in you incurring any applicable penalties in accordance with these Terms.

**4.9** We shall make commercially reasonable endeavours to install the Services but shall not be liable in the event that we are not able to complete the Installation. In such event, the Agreement shall be terminated with immediate effect without penalty between us and you.

**4.10** epic does not accept any liability whatsoever for any loss or damage that may occur to the Premises during the Installation.

**4.11** You acknowledge that your power supply may be interrupted during the Installation process. Furthermore during the provisioning of a Service you may experience a temporary loss of existing services and epic shall not be held liable to you for any losses or damages howsoever arising during such period.

**4.12** Please note you will be liable to pay a cancellation/penalty charge to epic in each of the following cases in accordance with the Schedule of Charges;

- a) If you have not provided the necessary cancellation notice period in respect of the scheduled Service Installation Appointment (i.e. Up to 5pm of 4 previous Working Days) or do not answer your phone within 10 minutes of the scheduled Installation appointment;
- b) If the Agent cannot gain access to the Premises due to a third-party access issue, for example within an apartment block;
- c) If you refuse to allow the Agents onto your Premises on the scheduled appointment date;
- d) In the event that the Premises has not been cleared for the Agents to work in accordance with the above terms. This can include the removal of furniture or carpet etc.
- e) Where the environment is considered dangerous or unsafe for the Agents, the Installation may not proceed but the cancellation/penalty charge may be levied regardless.

**4.13** Where the Equipment necessary for the provision of the Services has been provided to you prior to the Installation and it is required for the Installation, it is your responsibility to have the Equipment at the Premises prior to the Installation.

**4.14** In order to make use of the Services you need to connect the Equipment which we will provide to you when concluding your Agreement in the epic stores ('Self-Installation'). All instructions provided to you by epic must be followed accurately during the Self-Installation process.

**4.15** Should you require further assistance with the Self-Installation and/or require the presence of an Agent at your Premises then kindly contact epic by calling epic Customer Service on 247, or 16230 in case you are a business customer, or by visiting any epic store.

## 5. THE SERVICES

**5.1** The technology over which we provide the Services shall be solely at our discretion. We may change the technology over which we provide the Services and we will notify you if there are any changes to the way your Services operate.

**5.2** We may change the Services, including, but not limited to, access procedures, hours of operation, commands, documentation and services offered (including their description). Notification of any such changes will be provided to you prior to the proposed change in accordance with the applicable law; provided that if any such change is of an urgent nature, notification shall be made as soon as is reasonably practicable.

**5.3** In supplying the Services, epic will use reasonable skill and care but cannot guarantee fault free performance. epic does not warrant that the Services will be suitable for specific customer applications, that the operation of the Services will be uninterrupted or error-free or that the Services will support or be compatible with any applications or other services which you use in conjunction with the Services.

**5.4** Due to the wide range of causes of faults, many of them outside of epic's control, it may not always be possible for epic to fix a particular fault in a guaranteed timeframe. However, epic will use all reasonable endeavours to repair faults in a timely fashion. There are no compensation and refund arrangements which apply if targeted service quality levels are not met, the service is provided on a best effort basis.

**5.5** epic reserves the right, at its discretion and without prejudice to any other provisions of this Agreement, to issue such reasonable instructions concerning the use of the Services as it considers necessary in the interests of safety, quality of the Services, other customers or telecommunications services as a whole. epic may also issue details as to minimum system requirements.

**5.6** epic shall make reasonable efforts to prevent unauthorised access to the Services by third parties but shall have no liability to the Customer for any loss or damage caused by unauthorised third-party access to Services or the Equipment.

**5.7 Fixed Telephony:** You can subscribe to and make use of epic Fixed Telephony Services and we will provide you with the ability to make and receive voice calls from a fixed location.

**5.8** Fixed Telephony Services are charged in accordance with the Specific Terms and Conditions.

**5.9** If you are a new epic Fixed Telephony Service subscriber, you may choose your fixed telephony number, subject to the number availability, upon signing of the Agreement for the Services.

**5.10** In the event that Fixed Number Portability of your current fixed telephony number is successful, the Customer's fixed telephony number shall be reserved and epic's tariff for fixed telephony shall be set accordingly.

**5.11** You shall not acquire any right or interest in any Fixed Telephone Number ('FTN') notwithstanding the duration for which such FTN may have been assigned or used by you or any payment which may have been made by you for it. You may request to port out your number up to one (1) month from the date of termination of the Services.

**5.12** If you wish to use FTN provided by us in connection with any service to be provided by any operator other than epic you shall make the appropriate arrangement with such operator for that purpose within one (1) month following the date of termination of the Service in relation to which the FTN has been assigned to the Customer. Epic shall not be required to consent or permit any FTN to be used in connection with any service to be provided by any other operator otherwise than in accordance with and subject to the terms and conditions of any agreement between epic and such other operator or as required in terms of applicable laws, regulations and fixed number portability specifications.

**5.13** In the event that Fixed Number Portability of your current fixed telephony number is unsuccessful, you shall be notified via electronic mail to the e-mail address or by post to the address provided by you to epic or by telephone call to the contact number provided by you.

**5.14** We will endeavour to port-in and/or port-out your number within the shortest time possible. Please contact us in the event of porting delay and we will deal with your query, and advise on any potential compensation or refund arrangements in accordance with Term 11.

**5.15** Directory Services

- a) You may release your personal data to be included in a publicly available directory or to be made available for the purposes of directory enquiry services; however, this is entirely at your discretion and you are not obliged to do so. Should you not wish to release such data into the public domain, you will fall under the category known as 'ex-directory'.

b) It is also at your discretion whether to make your personal data available for reverse searches. If you do so, others may search for your details on electronic directories by inputting fields other than your name. (E.g. in classic reverse searches, others may carry out a search by entering your telephone number and your name as the name of the person who the number is attributed to would then be given by the directory enquiry service. Other searches could include entering a street name and locality.)

c) You may at any time and at no cost also, review and amend the contents of the data submitted, the opt-in/opt-out choices made in accordance with this term by visiting any epic store. While it is possible to change your subscriber details or change your status from directory to ex-directory, keep in mind that, any data which would already have been published and/or distributed in written format, whether in paper format or any other electronic media, may not be possible to retract.

**5.16** Customers wishing to call the Emergency Services can call the short code number which is 112. Epic declares and the Customer acknowledges that the Equipment is dependent on electricity for performance. Accordingly, in the event of power outages your Service (including access to emergency services) will cease to function unless you install an adequate power back-up facility.

## 6. EQUIPMENT

**6.1.** We may provide you with Equipment to enable your connection to the Service. This Equipment remains our property and may only be used in connection with the Services. You must comply with all manufacturers' instructions and any other instructions provided by us in relation to the use of the Equipment.

**6.2.** You shall take good care of the Equipment and ensure that all Equipment is maintained and kept in good working order. If the Equipment is damaged beyond normal wear and tear, lost or stolen, we may charge you a fee for its repair, replacement or non-restitution. If the Equipment makes use of batteries you agree to be responsible for their recharging or replacement as required.

**6.3.** A one-off Equipment Fee may apply in accordance with the Schedule of Charges.

**6.4.** We will retain ownership of all Equipment, including but not limited to any cables and/or fittings provided to you under this Agreement and we may remove them during or upon the termination of this Agreement. For the avoidance of doubt, title to any Equipment will not transfer to you and it shall remain vested in us unless agreed otherwise between you and us.

**6.5.** You agree to access the Service only by using the Equipment supplied or expressly approved by us. We reserve the right to restrict access to the Service such that you may only access it if you use all of the Equipment provided by us concurrently. We shall be entitled to disable any Equipment that is not



being used as directed by us. epic shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by you, for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services and the network and must be used in accordance with relevant instructions, safety and security procedures.

**6.6.** You agree not to tamper in any way with our network, Equipment or Installation. If you want to connect any equipment to our network other than through the sockets or other connections provided by us, You need to obtain our permission. You agree not to connect any equipment that is not compliant with local regulations in force at the time or that may harm the network or other Equipment. If your actions cause a fault to the Equipment, network and/or to any other third parties, you shall be liable and remain bound to pay for all expenses and/or damages of whatever nature incurred by us and/or any other third party affected, and shall fully indemnify and hold us harmless from any such claim.

**6.7.** You understand that we may sometimes, without notice, need to connect remotely to restart and manage your Equipment. We will do this in order to ensure the quality of and/or provide support for the Service. You agree that you will follow any reasonable instructions we give you in this respect.

**6.8.** From time to time we may need to replace your Equipment and/or the Equipment settings for technical reasons, to maintain the quality of the Service or due to change of method or platform of the Service delivery. In such cases we will inform you accordingly and where the change needs to be performed by us at your Premises, we will set an appointment with you to carry out the changes. If the Equipment can be changed by you, we may ask you to visit a designated location to have it replaced. You understand that if you do not comply with these requests, it may become impossible for us to continue to provide you with the Service or else the Service performance may be negatively affected. You agree that such changes do not constitute changes to the terms and conditions of Service. We will not be responsible for such lack of or degradation of Service if the cause is due to non-compliance from your end and for any costs incurred as a result of any changes required to be made by you.

**6.9.** If you require replacement Equipment from us a charge may apply in accordance with the Schedule of Charges.

**6.10.** On termination of this Agreement, cancellation of any Service or on receipt of any replacement Equipment, where the requirement for a particular piece of Equipment which was necessary for the provision of such Service is no longer necessary, you shall within five (5) calendar days of the date of such termination, cancellation or receipt of replacement Equipment, return the required Equipment to us.

**6.11.** We may arrange for a courier to collect the required Equipment. If you miss your Equipment collection or replacement appointment, you may be charged an Equipment non-return fee or any other

applicable charge as per the Schedule of Charges including but not limited to a re-scheduling of appointment charge.

## **7. YOUR RESPONSIBILITIES**

**7.1.** You shall be responsible for the use of the Services at all times (including any third party's' use with or without your consent). You should use the Services in the way it was intended, legally and in conformity with all regulations, your Agreement and in accordance with Acceptable Use Policy and inform us if you become aware of any breaches.

**7.2.** You warrant that all information and details provided by you to us are true and accurate and you shall promptly advise us in writing or by contacting our customer care with any changes to that information (including without limitation, your name, address, email address and/or telephone number).

**7.3.** You undertake and agree to use the Equipment as supplied by us only in order to access the Services and you shall not use the Equipment otherwise than permitted under this Agreement.

**7.4.** You shall promptly comply with all notices, instructions or directions given by us in respect of the Installation, use or operation of the Services, software and all relevant Equipment.

**7.5.** You undertake and agree to provide at your own expense, when so required by epic, all facilities and resources whatsoever necessary for the proper Installation, operation and maintenance of the Service and all Equipment, including, but not limited to, power points, electricity conduits, power fall back device, pipes and appropriate access or easement rights in order to be able to provide or continue providing you with the Service.

**7.6.** You acknowledge that you are responsible for your account and its security. You may be provided with passwords, security codes, usernames and any other such matters that regulate access to the Services. It is your responsibility to keep them safe, not disclose them to third parties and eventually to change them or inform us in case they become known to any unauthorized person.

**7.7.** You understand that, like any similar electronic communications network, any information transmitted over the Services may be retrieved by third parties. You need to ensure that you take all necessary measures to keep the transmission of any information accessed over the Services safe.

## **8. CHARGES AND PAYMENTS**

**8.1.** You shall be charged and must pay all Charges applicable to your Services. All Charges (including but not limited to access fees, rates, tariffs, charges, other fees, maintenance charges and penalties) applicable to the Services are listed in respective Specific Terms and Conditions and/or in the Schedule of Charges. The Specific Terms and Conditions may be varied and / or amended by epic from time to

time in accordance with the applicable law and such variation or revision shall take effect as from the date determined by epic.

**8.2.** Any recurring payments relating to the Services such as the monthly access fee shall be charged in advance. You shall also pay any other charges as may be imposed by epic in accordance with your Agreement (e.g. any out of bundle usage charges, fees and/or penalties chargeable for the previous month). You shall receive an invoice from epic indicating all applicable Charges during a given timeframe. VAT and any other applicable duties and taxes at the appropriate rate shall be also added to all invoices unless otherwise specified.

**8.3.** Unless otherwise instructed by you, we shall send invoices to the billing address/valid email address provided by you as shown on the Order Form (or any other address notified to us in advance and in writing or as subsequently provided by you through our Customer Service, retail outlets, our website or as otherwise specified by us from time to time). In case of a billing postal address being selected this shall be deemed received by you on the second postal day after the date of posting. We may for operational reasons change our invoicing methods and periods and issue interim invoices. All Charges and other payments must be paid by the due date specified on the invoice. Where payment of Charges is not made by such due date, we may apply interest on sums due in accordance with the applicable laws. As indicated above you may select to receive invoices electronically and this is the preferred default method. Invoices sent electronically are considered as delivered once the e-mail containing the link to the invoice is sent to the e-mail address provided by you. Please refer to our [Secure E-billing Service Terms & Conditions](#). E-Billing is the default method for billing purposes.

**8.4.** You are required to supply epic with a valid email address where notifications may be sent inter alia informing you that the bill has been issued as well as any other information. It is the Customer's responsibility to inform epic of any changes in his/her email address. If Customer opts for a printed bill sent by post to his/her billing address he/she will be charged a fee as specified in the Specific Terms and Conditions.

**8.5.** In order to avail of the Service, you agree that all Charges and payments payable by you under this Agreement shall be paid by Direct Debit Mandate (unless otherwise specifically agreed with epic). You hereby authorise epic to debit the Charges and other payments due to epic under this Agreement from your bank/credit card account. We reserve the right to apply a charge as set out in the Specific Terms and Conditions for each occasion a Direct Debit payment fails provided the failure is not caused by us. It is your responsibility to update epic with any changes to your bank/credit card account details as may be necessary to avoid that the payments fail.

**8.6.** Should there be additional charges associated with using certain payment methods, these will be detailed in the Specific Terms and Conditions and/or Schedule of Charges.

**8.7.** You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent.

**8.8.** Bills are to be settled by you by the due date of payment as indicated on your invoice, hereinafter "Due Date". Where payment of Charges is not made by such Due Date, we reserve the right to charge you a late payment fee as specified in the Specific Terms and Conditions and/or in Schedule of Charges and/or we may apply interest on sums due in accordance with the applicable laws. Also, we reserve the right to issue any backdated charges to you for the Services provided. You hereby undertake to pay such charges for the Services even if they would have erroneously been omitted from any of your prior invoices. Any overpayment by you with respect to any amount, item, entry or matter stated in the invoice shall be credited by epic (without interest) to your account after epic has completed its investigations and is satisfied as to the error or inaccuracy of that amount, item, entry or matter.

**8.9.** Save in the case of a manifest error by epic, all Charges shall be calculated by reference to the data recorded or logged by epic. epic 's determination in respect thereof is final.

**8.10.** Should you disagree with any Charges shown on your invoice, you should contact our Customer Care by calling 247, or 16230 in case you are a business customer, or visit one of epic's retail stores support service, prior to the Due Date for payment. Notwithstanding any complaint, all invoiced amounts shall be paid on the invoice due date. epic reserves the right to issue any backdated charges for the Services. Any overpayment by you with respect to any amount, item, entry or matter stated in the invoice shall be credited by us (without interest) to your account after we have completed our investigations.

**8.11.** We reserve the right to carry out a credit check on the Customer at any time. In default of payment of any amount due to us, we shall be entitled to give your details to one or more credit reference agencies, their members and any third party to whom we are obliged or authorized to transfer such credit-related data to by or under any law. If you at any time fail to meet our credit conditions, we may further enforce any credit limits on your Service account, restrict the Services, only allow certain specified methods of payment and / or suspend the Services (or other services of epic that epic currently provides to the Customer) when the Customer reaches the credit established until epic receives the full payment of any and all charges that are due by the Customer.

## **9. TERMINATION AND SUSPENSION OF THE SERVICES AND CONSEQUENCES THEREOF**

**9.1** Should you terminate this Agreement during the Minimum Term, you must pay Termination Charges together with any other Charges that may apply, unless otherwise provided in these Terms.

**9.2** In any case, in order to terminate this Agreement, you shall provide us with thirty-two (32) days written notice and you shall be bound to pay us the balance of all the Charges for the Services until the date of disconnection. For the avoidance of any doubt, you shall not be entitled to reimbursement of any Charges already paid under this Agreement (including but not limited to any penalty charges and/or the connection fee). In the case of porting, the Agreement will be terminated on the completion of the porting process. For the avoidance of doubt, Charges will not continue to accrue after the completion of the porting process.

**9.3** We reserve the right that, where you have availed yourself of a discount, discounted or subsidised Equipment or other promotion relating to the Agreement and terminate prior to the lapse of the Minimum Term, the Termination Charges that may be applied shall be calculated as if such discounted amount were not in effect.

**9.4** Notwithstanding the above, in accordance with Consumer Rights Regulations (S.L. 378.17), in certain circumstances in connection with distance and off-premises agreements, you may be entitled to cancel your order during the cooling off period of fourteen (14) days from the date that we accept your Order in accordance with the applicable law or from when the Service is provided. If the Services have already been provided, you will still be liable to pay all the applicable service Charges. You will also be responsible to return any Equipment we provided to you for the provision of the Services in a good state of repair. You can exercise your right of withdrawal by informing us in writing by email at [247@epic.com.mt](mailto:247@epic.com.mt) or in the following format:

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*):

- Ordered on (\*)/received on (\*),
- Your Name,
- Your Address,
- Your Signature (only if this form is notified on paper version),
- Date

(\*) Delete as applicable

**9.5** We shall be entitled to terminate this Agreement and cease providing the Services forthwith without notice if:

- a) you breach any of the Terms laid out herein;
- b) provide us with false, inaccurate or misleading information at any time during the term of your Agreement;

c) we are obliged to comply with an order, instruction or request from governmental or regulatory authorities, Malta Communication Authority, an emergency service organisation or other competent authority;

d) you or other persons at your Premises are suspected of involvement with fraud or acts which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Services or the Equipment; or

e) you die or become mentally ill or become the subject of bankruptcy or insolvency proceedings in any jurisdiction or have become unable to pay your debts as they fall due.

**9.6** We shall be entitled to terminate this Agreement immediately by giving you notice if any event of Force Majeure continues for a period of thirty (30) days or longer.

**9.7** Should you wish to reactivate the Services following termination, you must settle all outstanding Charges as well as to pay a reconnection charge as indicated in the Specific Terms and Conditions. Any reconnection is at epic's discretion and subject to any regulatory obligation that may be applicable.

**9.8** Upon termination:

a) you must settle all outstanding Charges;

b) you must return all Equipment alongside with its original packaging box provided to you by us 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 unauthorised personnel, you will be liable to pay us the sum as stipulated in the Specific Terms and Conditions and/or in Schedule of Charges.

c) we shall stop providing the Services and shall deactivate all epic provided Equipment on the date on which we receive the Equipment.

**9.9** You are liable to pay all Charges for the Services up to the date of disconnection. If we disconnect the Services because of failure to pay any dues, we shall be entitled to recover from you all costs and charges relating to collection, interest, legal fees and any then current disconnection fees. If epic discovers that the Customer received services from epic without its permission, epic will further charge for any usage charges relating to such services. If the Customer breaches the Agreement by committing fraud or illegal activity, the Customer shall be reported to the police, who will take the appropriate legal action.

**9.10** On termination of the Agreement, all Charges accrued by you together with any Termination Charges shall become immediately due and payable.

**9.11** 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 the penalty for non-returned or damaged Equipment shall apply. 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.

**9.12** 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 9.11 will not apply.

## 10. SUSPENSION OF THE SERVICE

**10.1** You agree that from time to time it may be necessary for epic to temporarily suspend the Services, with or without notice, during periods of repair, essential maintenance or alteration or improvement to the Services or otherwise in accordance with the law.

**10.2** We may immediately, without notice, temporarily bar, suspend, restrict, and/or disconnect your use of the Services (collectively "Suspension") wholly or partially for any valid reason, including without limitation, where:

- a) in fulfilment of any instructions requested by governmental or regulatory authorities;
- b) you fail to pay any Charges set out in this Agreement;
- c) you fail to observe any other term or obligation set out herein or any relevant law; or
- d) you engage in any activity (or permits any activity) which epic (as in its discretion shall determine) considers:
  - i) to be contrary to existing legislation or regulations applicable to provision of the Services or
  - ii) is or is likely to have an adverse impact on the quality of the Services or the integrity of the Services.
  - iii) is in breach of this Agreement.
- e) if any failure, interruption, disruption or congestion of or in any electronic communications network, system or Services (whether of epic, the Access Provider or any other person).
- f) for health and safety considerations; and

g) for any other reason beyond our control

**10.3** We shall use reasonable endeavours to contact you, but shall not be obliged to contact you, prior to any such suspension of the Services.

**10.4** We shall be entitled to maintain suspension of the Services until any breach described in term 10.2 is remedied to our satisfaction.

**10.5** Where your Services are suspended in accordance with the above, any request for changes to the Services (including upgrades/downgrades or cessation) shall not be possible.

## **11. QUALITY OF SERVICE**

**11.1.** The minimum annual Service availability on epic's network, excluding Force Majeure cases and/or faults attributable to the Customer and/or other third parties, is 99%.

**11.2.** The Services are offered on a contention ratio basis and all facilities for traffic management, routing as well as the bandwidth itself are shared amongst a number of users. The quality of service may vary according to the number of users online at any one time and cannot be guaranteed.

**11.3.** We shall endeavour to provide you with a connection speed that reflects the Services which you are being subscribed to. The connection speed is the speed at which data is transferred between your computer and our network. The connection speed will always be greater than the download speed, which is the speed at which data is transferred from the internet to the user's computer, since download speed is dependent on internet or network congestion, and the speed of websites that the user connects to on the internet, among others. The maximum connection speed that can be achieved will vary based on a variety of factors, including, but not limited to number and type of appliances utilising the Services, the wiring/cables in your Premises, the number of services you have connected to the internet at any point in time, the equipment you are using, as well as the connection speed that can be reached by your devices or website you use. You may thus not always be able to reach the maximum speeds available to you in accordance with your Specific Terms and Conditions and you agree that such limitations may exist for the duration of the provision of our Services to you.

**11.4.** Quality of service is also dependent on the users' traffic patterns and epic performs bandwidth management at an application level to ensure that bandwidth is being shared fairly amongst users. This management also ensures fair weighting between various applications to ensure that heavy usage applications such as peer-to-peer downloads do not congest the system in a way that the system becomes unusable for other users. Services continue to be offered as they have always been, on a best effort basis.

**11.5.** Network management procedures and tools that are consistent with industry practice are utilized to ensure that the integrity of the epic network is maintained. In cases when the epic network is at risk



of being congested, epic reserves the right to take whatever action it sees fit in order to ensure that the quality of service is not impacted. These actions may result in customers experiencing varied service and performance levels.

**11.6.** We review individual subscriber upload and download usage and behaviour relative to average customer use of the network for each product. In the case of congestion caused by abusive use of the service or activities which impair other customers from accessing the network, epic may intervene by notifying the customer of the abusive behaviour. Where traffic is repeatedly abusive epic reserves the right to stop provision of the Services.

**11.7.** In cases where we establish that your Service with us has experienced continuous or regularly recurring problems, at our sole discretion we may offer you compensation or a partial refund, subject also where applicable to any previous compensation and/ or partial refunds we may have already given you.

**11.8.** We do not guarantee that the network covers the whole Territory or else that the quality of service is the same throughout. We may not be able to provide you with the Service in the location of your Premises or else provide it to the level of quality you desire.

## **12. COMPLAINT AND FAULT HANDLING & COMPENSATION**

**12.1.** We shall do our utmost to provide continuous and good Services, however we acknowledge that problems may arise. In these cases, you may report the matter to us for further investigation (see term 12.6 below) and may escalate the matter if not satisfied with the outcome. Should you remain without the Services in the event of a network fault, we will provide you with a pro-rata credit compensation to your account. This compensation does not apply to lack of service attributable to (a) Force Majeure, (b) any circumstance which is attributable to you and/or (d) in case you refuse to provide an access to your Premises from the dates proposed by us. The pro-rata compensation will be calculated on the monthly fee payable by you for the Service in line with the applicable Specific Terms and Conditions from the day the fault was reported until it was resolved.

**12.2.** In case of lack of full service performance of your Services, a maximum repair time of five (5) Working Days shall apply from the date that the fault was reported and subject to you accepting the first available appointment. This excludes any cases of Force Majeure, damage or disruptions caused by you or other third parties. You agree to adhere to any reasonable instructions issued by us in order to facilitate restoration of the Services. Where such instructions are not adhered to, you acknowledge that we are not able to adhere to this timeline. Fault rectification is free of charge unless it is attributable to you, in which case it shall be charged as per the fees mentioned in the Specific Terms and Conditions and/or the Schedule of Charges.



**12.3.** The following quality of service parameters are applicable to scenario End User <-> Epic Core Network:

	Avg Latency (ms)	Avg Jitter (ms)	Avg Packet Loss %
EPIC Fibre Internet 2000	3.5	0.7	0.00
EPIC Fibre Internet 1000, 500 and 100	5.3	1.6	0.00

If you believe that the Services provided deviate from the quality of service level provided for in these Terms, including but not limited to the contracted typical speed range (TSR), you may contact epic as per Term 12.6. If after due investigation it results that the Services were not in line with the contracted QoS levels or typical speed range (TSR), you shall have the right to compensation on pro rata basis depending on the impact to the Services. Furthermore, in case of proven significant, continued or frequently recurring discrepancy between the actual performance of the Services and the performance indicated in your Agreement (subject to Service limitations covered by these Terms) you shall be entitled to terminate the contract without incurring any penalty charges. In the event of a total Service outage, where such outage has been caused by reasons directly attributable to us, you are entitled to a compensation/refund. We shall refund or waive that part of your access fee proportionate to the duration of the total loss of service.

**12.4.** Although we undertake to provide you with the Equipment of the highest standard and quality, it is not excluded that the Equipment or any component might get faulty. In such case, you should visit epic Service Centre in Birkirkara, so the Equipment can be inspected and diagnosed. We will fix or replace the Equipment free of charge immediately there and then. In cases where you are not entitled to a free repair and/or replacement due to a diagnosis proving that the fault of the Equipment is attributable to misuse, mishandling, wilful damage by liquids, connection to unsuitable supply, power surges, lightning, tampering, service by unauthorized persons or any other use of the Equipment that is not in line with term 6 above, you will be liable to pay to us a repair and/or replacement charge depending on severity of the diagnosed fault.

**12.5.** We aim to provide reliable and effective Services within reasonable limits as per industry standards, however, we are unable to guarantee that our Services and/or Equipment will be uninterrupted and/or fault free. In response to any incident or external threat to the network, we may intervene, by means of filtering, blocking, or rate-limiting certain traffic flows to control the operation of the network which may result in a degradation of the quality of the Service. You are entitled to a refund or compensation from us in accordance with term 12.6 for a failure by us to address such

security incidents, threats and vulnerabilities inadequately, provided that such a failure is beyond any doubts directly attributable to us.

**12.6.** Should you wish to lodge a complaint or a query to epic with regard to the Services, you can visit one of epic retail stores, call 247 (16230 in case you are a business customer), or send us an e-mail to [247.mt@epic.mt](mailto:247.mt@epic.mt) You will be subsequently contacted by our representative within ten (10) Working Days from lodging complaint.

**12.7.** You can lodge a complaint with the Malta Communications Authority if not satisfied with the response and/or remedy offered by us. The Malta Communications Authority can be contacted either through their website <http://www.mca.org.mt/consumer/forms/complaints> or you can call on 21336840.

### 13. LIABILITY

**13.1** We will use reasonable endeavours to provide a prompt and continuing Services as described in this Agreement but will not be liable for inter alia:

- a) loss of data;
- b) loss or damage of software or hardware;
- c) loss or liability resulting from access delays or access interruptions;
- d) loss or liability resulting from computer viruses;
- e) loss or liability resulting from data non-delivery or data misdelivery;
- f) loss or liability resulting from any errors, omissions, or misstatements in any and all information, goods, or services obtained on or through the Services;
- g) loss or liability resulting from the acts and/or omissions of epic or other epic users; and
- h) any error or omission attributable to you.

**13.2** epic specifically excludes any warranty as to the accuracy, content or quality of information or software obtained through the Services.

**13.3** Save as expressly set out herein, all conditions or warranties which may be implied or incorporated into this contract by law or otherwise, including but not limited to those of merchantability or fitness for a particular purpose, are hereby expressly excluded to the extent permitted by law. In no circumstances whatsoever will epic be liable for economic or consequential loss (direct or indirect).

**13.4** Without prejudice to any other provision contained in this Agreement excluding or limiting epic's responsibility, the liability of epic (if any) in contract, or tort or otherwise arising out of or in connection with supply of the Services shall be limited in respect of any one event or a series of two or more connected events to five hundred euro (€500).

**13.5** We are not responsible for your personal files, website or e-mail box residing on our systems. You are responsible for the independent backup of your data stored on our systems.

**13.6** Even when the Equipment is provided to you free of charge, if upon termination of this Agreement the Equipment is returned damaged or faulty, resulting from but not limited to misuse, mishandling, willful damage by liquids, connection to unsuitable supply, power surges, lightning, tampering or Service by unauthorized persons, you will be liable to pay to us a charge as per the Specific Terms and Conditions.

#### **14. INDEMNITY**

**14.1** You hereby agree to fully indemnify and to hold epic harmless from and against any claim brought by any third party resulting from the use of the Services or the network by the user and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly or indirectly by us in consequence your breach or non-observance of any of the terms and conditions of this Agreement.

**14.2** You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against us arising from the above claims and shall provide us with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at his/her sole expense.

**14.3** You acknowledge that epic is unable to exercise control over the content of information passing over the network or via the Services, and epic hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

#### **15. FORCE MAJEURE**

**15.1** Without prejudice to any other provision contained in this Agreement, excluding or limiting epic's responsibility, epic shall not be liable to you for any loss or damage which may be suffered by you due to any breach of these Terms or failure on epic's part to perform any obligation as a result of technical problems relating to the Services, termination of any licence to operate or use the Services, act of God, inclement weather, flood, drought, lightning or fire, earthquakes and volcanic eruptions, failure or shortage of power supply, strikes, lockouts, labour disturbances and industrial disputes of any kind, Government control, restrictions or prohibitions or any other Government act or omission whether local or national, any act or omission of any road transport authority, or of the operators of other telecommunication services, or of any other agencies or authorities, acts or omissions of the public authorities, war, terrorist attacks, military operations and riots, difficulties, delays or interruptions in

the production or supply of Equipment used in the Services, act or default of any supplier agent or sub-contractor, or any other similar or dissimilar cause beyond epic's control.

## **16. INTELLECTUAL PROPERTY RIGHTS**

**16.1** All rights, including copyright in Services and their content, belong to epic, our Access Provider(s), or the Agents. Nothing contained in this Agreement shall be construed as granting or conferring any rights to you by license, franchise, title, interest or otherwise in epic or any property of epic, including, without limitation, epic trade names, trademarks, service marks or proprietary information.

**16.2** The 'epic' trademark and other related images, logos and names on the Services are proprietary marks of epic. Epic hereby reserves all rights.

**16.3** Where epic generates any Intellectual Property Rights in performing Services, or creating or 21authorized21 Products for you (including without limitation by the creation or 21authorized21on of Software), all such Intellectual Property Rights shall, on their creation, vest in epic exclusively.

**16.4** The Services and Equipment must not be used in any way which breaches the Intellectual Property Rights of epic and/or any third party.

**16.5** Except for public domain material, all material displayed on, or downloaded using the Services is protected by intellectual property and copyright legislation, and may not be redistributed, transmitted, re-transmitted, copied, or published without the permission of the intellectual property right or copyright owner. The placement of material in any public posting area, or software library of epic without the consent of the Intellectual Property Rights owner is in violation of the law and this Agreement. The Customer specifically agrees not to upload, post or reproduce in any way any materials protected by Intellectual Property Rights without the permission of the Intellectual Property Rights owner.

## **17. NOTICES**

**17.1** We may need to contact you from time to time. In this case, we may do so at your registered billing address, via e-mail or SMS, by telephone or through any other means that become available from time to time.

**17.2** Should you need to contact us, you may do so at our registered address, by email or telephone, or through any other means that we make available to you.

**17.3** Any notice which may be given by us shall, without limiting the manner in which we may give such notice, delivered in accordance with applicable law and shall be deemed to have been duly given if the notice has been sent to you by ordinary post at your last notified address on the second postal day after the date of posting. Furthermore, if the notice is addressed to some or all of you via

advertisement, on the close of business on the day the advertisement appears in any one daily newspaper and/or on our website. Notices may be incorporated in or associated with any of our other communications.

## **18. DATA PROTECTION**

**18.1** We hereby declare that the personal information that we may process shall only be used in connection to the purposes stated herein and in our Privacy Policy (which can be found in full on our website: <https://www.epic.com.mt/privacypolicy/> or in any epic store). For full details on how epic collects, uses and shares personal information including your data protection rights please see our Privacy Policy. In case of queries, please get in touch by contacting us on [247@epic.com.mt](mailto:247@epic.com.mt) or by visiting any epic store.

## **19. ASSIGNMENT AND RE-LOCATION**

**19.1** This Agreement is personal to you. You shall not, except with our written consent or in accordance with our standard transfer procedures, assign or otherwise transfer the Agreement in whole or in part.

**19.2** An Agreement transfer and/or re-location of the Services is at our discretion.

**19.3** A re-location of the Services to an address other than the address of the Premises provided within your Order request is subject to a charge set out in the Schedule of Charges. It is at our sole discretion to allow for such re-location request and you acknowledge that we may be unable to accept requests to re-locate the Services to a different address or to reject your request for any reason whatsoever. If you move to another premises and the Services cannot, for whatever reason, be provided at your new address, you may terminate the Services by paying all amounts due, including any applicable termination penalty in accordance with the Specific Terms and Conditions.

**19.4** epic may assign or transfer any of its rights and obligations under the Agreement at any time at its sole discretion.

## **20. WAIVER**

**20.1** No failure or delay by us in exercising or enforcing any of its rights under this Agreement shall not be deemed to be a waiver of any such right. Furthermore, this shall not in any way prejudice or affect our right to act strictly in accordance with the rights and powers granted to us under this Agreement.

## **21. SEVERABILITY AND SURVIVAL OF TERMS**

**21.1** If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision(s) in question shall not be affected thereby.

**21.2** Any provisions of this Agreement that are intended by their nature to continue or to come into effect after termination or suspension shall survive termination or suspension of this Agreement and shall continue in full force and effect.

## **22. JURISDICTION, APPLICABLE LAW, LANGUAGE**

**22.1** This Agreement shall be governed and construed in accordance with the laws of Malta. The parties irrevocably submit to the jurisdiction of the courts of Malta or any other competent tribunal at law in case of any dispute.

**22.2** Any reference to any legislative act or provision shall, unless the context otherwise requires, be considered as a reference to such act or provision as amended, re-enacted or replaced.

**22.3** In the event of any conflict between the English and the Maltese versions of this Agreement (if available), the English version thereof shall prevail.

## **23. DEFINITIONS & INTERPRETATION**

**23.1** Terms defined in hereinabove shall have the meaning assigned to them in the respective definition above. The following terms shall respectively have the following meanings:

**a) "Access Provider"** means the wholesale fibre fixed internet provider through which epic provides you with epic Fibre Internet;

**b) "Agreement"** shall mean a legally binding contract you have entered into with us for the provision of the Service or bundled services (where the bundled services include inter alia the Service); the Agreement consist of the documents referred to in Term 1.2 and 1.3.;

**c) "Charges"** – means the charges for the Services, as published in the respective Specific Terms and Conditions and/or Schedule of Charges (including, but not limited to, connection charges, service options, monthly rental or tariff charges, call charges (which may vary depending on the type of call made), reconnection charges, Termination Charges, Equipment Non-Return Fees, Downgrade Fee and administrative charges) and certain Third Party Services which you may choose to receive;

**d) "Commencement Date"** means the date on which we make the Services available to you;

- e) **“Effective Date”** means the date of our acceptance of your Order for the Services and it is the date when your Agreements becomes valid and effective;
- f) **“Equipment”** means any equipment (devices, cables, wiring and/or other instruments) that is supplied by us for the installation of and access to the Services.
- g) **“Force Majeure”** means situations further specified in term 15 above;
- h) **“Minimum Term”** means the initial period of the Agreement which starts to run from the Commencement Date.
- i) Premises;
- j) **“Order”** means your application for provision of the Service submitted to us by visiting one of epic retail stores, with our 24authorized agents or via other distance options that may be made available by epic from time to time;
- k) **“Order Form”** means the application, sign up form or other document 24authorized by epic to request the Service;
- l) **“Service/s”** means the Fibre Internet, VoIP fixed telephony service and any other services offered by us, as applicable;
- m) **“Tariff Plan”** means a specific Service tariff plan as indicated in your Specific Terms and Conditions;
- n) **“Territory”** means Malta as defined in the Interpretation Act (Chapter 249 of the Laws of Malta);
- o) “ epic “, “us”, “we”, “our” except where otherwise defined, means epic Communications Limited, its group companies, sub-contractors or suppliers of the Services and any successor in business or assignee and where applicable, includes any director, official, employee or agent of epic Communications Limited;
- p) **“Working Day”** means any day from Monday to Friday, between 0900 and 1700 hours, and excluding public holidays;
- q) **“you”, “your”** means any natural or legal person and includes a company, partnership, joint venture, association, corporation, Government Agency, regulatory body, or any other public or private body whether corporate or incorporate indicated as the subscriber or customer in the Order Form and/or Agreement. For the avoidance of any doubt this term applies also to any person accessing, viewing and/or making use of the Service, whether with your knowledge and consent or not.