Enterprise Mobile

- 1. The Enterprise Mobile pay monthly tariff plan is offered by Epic Communications Limited ('we') to its new and existing customers ('you'). Epic reserves the right to limit the number of Business monthly tariff plans offered to a single person/legal entity.
- **2.** You may subscribe to the Enterprise Mobile tariff as from the 18th January 2016. This version of the terms and conditions is applicable as from 1st November 2021.
- 3. These terms and conditions must be read in conjunction with Epic General Terms and Conditions (Prepaid & Pay Monthly Services), Epic Secure E-Billing Service Terms and Conditions, our Non-EU/UK Epic Traveller terms and conditions, our Quality of Service term, our 4G Service terms, and any of our other relevant terms and conditions shall also apply.

4. Enterprise Mobile Plan (the 'Tariff Plan')

All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable.

4.1 Benefit from the below bundle (the 'Bundle'), upon payment of twelve Euros (€12.00) each month ('Monthly Access Fee') and upon signing a **two (2) year agreement**. This will entitle you to the below benefits on a monthly basis:

Local Usage:

- 4.1.1 Unlimited Closed User Group minutes;
- **4.1.2** The above-mentioned Bundle benefits shall be provided on a monthly basis and any unutilised benefits at the end of the month shall not be carried forward to the following months.
- **4.2** If you wish to use Direct Debit Mandate ('DDM') as your method of payment, you shall benefit from one Euro and fifty cents (€1.50) discount on your Monthly Access Fee.

5. Rates outside Tariff Plan and Information on Charges

- **5.1** Any usage beyond what is provided in the Bundle for this Tariff Plan shall be charged at the rates provided in this term 5 as outlined below.
- **5.2** All rates and charges quoted below are inclusive of VAT but are exclusive of excise tax or any other taxes which may be applicable. You may check/monitor your Bundle usage for calls/SMS/data usage originating from Malta by sending an SMS to 16290 free of charge. For the avoidance of any doubt, this does not apply whilst roaming.

- Out of Bundle Rates:

Service	Rate Outside Bundle
All Local Calls	€0.14c per minute
	Any local or EU/UK Roaming data usage consumed out of your data
Local & EU/UK	allowance will be charged at €5 per 500MB. This bundle will
Data Usage	commence once all the data allowance within the tariff is consumed
	and recur indefinitely until the end of the month
Local SMS	€0.05c per SMS
Calls whilst roaming	
in EU/UK to EU/UK	€0.14c per minute
Countries	
Calls whilst roaming	
in EU/UK to non-	€3.99c per minute
EU/UK numbers	
SMS whilst roaming	60.05
in the EU/UK	€0.05c per SMS

⁻ Rates for Other Services applicable in Malta and the $\ensuremath{\text{EU/UK}}$

^{*} Article 102(3) of Directive (EU/UK) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (OJ L 321, 17.12.2018, p. 36).

Other Services	Rates Charged outside of your call minutes/SMS Bundle	
Calls/SMSs to Maltese Premium Rate Numbers	 Premium Call Rate = fixed line call rate (consumed from plan) + premium rate of the call Premium SMS Rate = charged at the premium rate For more info on premium numbers click here. These rates may change from time to time depending on the applicable regulation. For the latest applicable rates on premium numbers click here. 	
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 click here .	
Calls to Satellite Numbers	€9.99c per minute whilst roaming anywhere	

5.3 International Rates for calls/videocalls/SMS originating from Malta shall be charged as indicated in Table 1 below. Provided that calls/SMSs originating from Malta to Zones 1, 2 and 3 shall first be consumed from your Bundle.

Zone	Calls & Videocalls	SMS
Zone 1 – EU/UK Countries	€0.25c per minute	€0.05c
Zone 2	€0.51c per minute	€0.49c
Zone 3	€0.91c per minute	€0.49c
Zone 4	€4.99c per minute	€0.99c
Zone 5 – Satellite	€9.99c per minute	€0.99c

⁻ Table 1: International Rates

6. Non-EU/UK Roaming

- **6.1** The Bundle provided with this Tariff Plan does not apply whilst roaming outside the EU/UK. When roaming outside of the EU/UK, the Non-EU/UK Epic Traveller tariff plan together with the respective terms and conditions shall apply. This is the default tariff whilst roaming outside the EU/UK.
- $6.2 \text{ Call our Customer Care on 247, send an e-mail on } \underline{\text{business247@Epic.com.mt}} \underline{\text{or visit our website}}$ on $\underline{\text{www.Epic.com.mt}} \underline{\text{to view our Non-EU/UK}} \underline{\text{Epic}} \underline{\text{Traveller tariff plan terms and conditions}}.$

7. Administrative charges

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

Service	Applicable Administrative Charge incl. VAT	
Migration from this Tariff Plan to prepaid	€3 one-time charge	
Removal of an Add-On/Value Added		
Service as long as this is not tied to a	€3 per add-on/value added service removal	
penalty		
Paper copy of your itemised bill	€3 per itemised bill	
Downgrade to another pay monthly tariff	€3 one-time charge	
plan with lower Monthly Access Fee	es one-time charge	
Direct Debit Reversals	€5	

⁻ For information on the countries that fall within the Zones 12, 3 and 4 please visit www.Epic.com.mt/calling-abroad/

Suspension of Service – reconnection charge	€10	
Paper bills	€2 per invoice	
Late Payment Penalty (applicable for customers subscribing to this Tariff Plan as from the 1st October 2016)	€2 penalty shall apply for every invoice that is not paid within the due date specified on the respective invoice.	

8. Add-On Packs

8.1 - Once on this Tariff Plan, you may opt to benefit from Add-On Packs at an additional monthly fee. For more information on which Add-On Packs are available with this Tariff Plan, call 247, free of charge from your handset, visit one of our retail outlets, or visit our website.

9. Disconnections, Migrations and Penalties

- **9.1** A penalty or the waived cost of the subsidised handset shall apply upon disconnection and termination (prior to the expiration of your Agreement) or upon migration to another pay monthly tariff plan with a lower Monthly Access Fee.
- Penalty structure for 1 year agreements

Termination	30% of the Monthly Access Fee x remaining months
Downgrades	30% of the difference in Monthly Access Fee x remaining months
Upgrades/Same Level	No Penalty

- Penalty structure for 2 year agreements - Applicable for Options 1 & 2

	Year 1	Year 2
Termination - Option	100% of devices subsidy + (30% of the Monthly Access Fee x remaining months)	50% of device subsidy + (30% of the Monthly Access Fee x remaining months)
Termination - Option 2	30% of the Monthly Access Fee x remaining months *	30% of the Monthly Access Fee x remaining months *
Downgrade - Options 1 & 2	30% of the difference in Monthly Access Fee x remaining months	30% of the difference in Monthly Access Fee x remaining months
Upgrade/Same Level - Options 1 & 2	No Penalty	No Penalty

^{- *}If you wish to terminate an Option 2 contract, a penalty of not more than €102 and not less than €5 will apply. If terminating the Option 2 contract in the last month of your contract, the applicable penalty for termination will be equivalent to your Monthly Access Fee.

10. Payment

- 10.1 For the first month of your Agreement, 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 any out of Bundle usage. Thereafter you shall be charged the Monthly Access Fee as per term 4 above together with any Out of Bundle usage and shall be charged in arrears.
- 10.2 In the event of an invoice/s not being paid within the stipulated due date, Epic reserves the right to restrict, suspend, and/or disconnect the service without notification.
- 10.3 Upon suspension of service, Epic reserves the right to apply administrative charges as appropriate in accordance with term 7 above.

11. Renewals

11.1 - You may renew your agreement upon expiry either by calling customer care on 247, free of charge from your handset, or by visiting one of our retail outlets. The list of our retail outlets may be found on this link: https://www.Epic.com.mt/Epicstores.

12. General Information on this Tariff Plan

- 12.1 If you do not use up the allocated Bundle within any given month, the remaining minutes/SMSs/data will not be carried forward to the following month.
- 12.2 All charges deriving from these Tariff Plans are inclusive of VAT but are exclusive of excise tax.
- 12.3 In the event that you use your mobile handset before receiving the SMS notification confirming your successful subscription to the Monthly Bundle, you shall automatically be charged according to the plan you would be subscribed to prior to this subscription.
- **12.4** 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, informing you that your e-bill has been issued. You shall be charged a monthly administrative fee of €2 per invoice if you fail to provide us with your personal email address.
- 12.5 If you opt to choose a mobile phone that exceeds the subsidised value, a deposit equivalent to 3 months access fee of your Tariff Plan, is required upon subscription.
- 12.6 For the purposes of these terms and conditions, 'Epic Roaming' shall refer to EU/UK countries and those countries as specified on the Roaming with Business page found here: www.Epic.com.mt/roamwithb

13. General Terms and Conditions

- 13.1 Upon subscribing to this Tariff Plan, you are automatically accepting to adhere to these terms and conditions.
- 13.2 You are advised to visit our website Epic.com.mt, call our Customer Care on 247, send us an email on 247@Epic.com.mt or visit one of our retail outlets or authorised dealers, to learn more about this Tariff Plan. The list of our retail outlets may be found on this link: https://www.Epic.com.mt/Epicstores.
- 13.3 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') and for any valid commercial, technical or operational reason, by giving you a 30 day 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 optout from this Tariff Plan without incurring any penalties by informing us of your decision to this effect. You may incur penalties should you decide to opt-out after the expiration of the 30 day time-period.