

Acceptable Use Policy

1. General application

- 1.1. This Acceptable Use Policy ('Policy') is to ensure that all Epic Communications Limited ('we') customers ('you') responsibly access and use our mobile and fixed services ('Services') and to allow us to deliver high quality, safe and secure Services to you and to our other customers.
- 1.2. For all intents and purposes this Policy forms part of your Contract with us, along with the General and any Specific Terms and Conditions of your respective Services. This Policy sets out your responsibilities when using our Services (including access to the internet) and the types of activities that can be considered to be in breach of the Policy. Failure to adhere to the Policy may lead to a loss of, restriction or termination of your Services.

2. Use of our Services: Below is a non-exhaustive list of your responsibilities and the types of activity which could be deemed in breach of this Policy

- 2.1. **You must not** use our Services in a way that a reasonable person would not regard as ordinary and not be used to engage in activities, whether lawful or unlawful that we deem to be harmful to our customers, operations, reputation, goodwill or customer relations.
- 2.2. **You must** use our or access the Services, SIM card, Equipment and/or your Device for the intended purposes only. This means that consumer Services must be used for private, personal and legitimate consumer purposes only, and cannot be used for any business purposes (including a way that an ordinary person would reasonably regard as business use). Not to risk being in breach of this Policy, do not make calls or send texts in relation to the marketing, promotion or administration of a business, group or organisation, or for any non-private/non-personal purpose. For the avoidance of doubt, this does not apply in case you are a business customer using a Services sold for business purposes.
- 2.3. **You must not** use our Services, SIM card, Equipment and/or your Device to generate artificially inflated traffic, or to send automated or unsolicited text messages. Not to risk being in breach of this Policy, do not send abnormally high volumes of messages (bulk messages), send messages to an unusually large number of recipients, send large volumes of texts in a short space of time or send SPAM messages, this through various communication modes, not limited to, e-mails, SMS' or instant messaging services.
- 2.4. **You must not** resell or re-supply our Services, SIM cards or equipment. You are not allowed to use, or allow anyone else to use our Services, and/or Equipment to contact numbers that generate revenue for the user This includes, but it is not limited to, using services like call forwarding, concurrent calling (making multiple calls at the same time), paging services, or onward calling (calls that are forwarded to other numbers or services).
- 2.5. **You must not** establish, install or use a gateway device, application, or SIM box (including devices tethered via cable, Bluetooth or Wi-Fi) to a computer or the internet for the purposes of making large volumes of calls or sending large volumes of texts.
- 2.6. **You must not** use a SIM card sold for one purpose for a different purpose, for example using a 'mobile voice' SIM in a non 'mobile voice' device or using a SIM card sold for machine-to-machine use in a device not used for machine-to-machine communications.
- 2.7. **You must not** use the Services for multiple simultaneous calling (except for using standard conference call features), for auto-dialling or continuously call forwarding.
- 2.8. **You must not** use our Services, SIM card, Equipment and/or your Device for fraudulent or criminal purposes, or in a way that's in breach of law:
 - a. To make calls, send messages or post, download, receive, transmit or store material and/or content which is in violation of any law or regulation, which is obscene, pornographic, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights (including copyright), or is otherwise unlawful content which is, offensive, defamatory, indecent or a nuisance).
 - b. To advertise, transmit or otherwise make available pyramid schemes, fraudulently charging credit cards and

pirating software.

2.9. **You must not** use the Services to disguise the origin of a use or communication or to access, monitor or use any data or traffic on any systems or networks without authority or consent.

2.10. **You must not** use the Services in a manner that may create risks to the performance, security or integrity of any network or system (including our own), this includes using the Services:

- a. in a way that adversely affects any system or network, for example, by causing interference, disruption, congestion or, more generally, sub-optimal performance of a system or network; or exploiting any misconfiguration or weakness of a system or network;
- b. to transmit any electronic material which shall cause or is likely to cause detriment or harm, in any degree, to any systems or equipment owned by us and/or other users, including but not limited to distribution of viruses, Worms, Trojan Horses or other destructive activities, including distribution of information regarding the creation and distribution about these destructive activities;
- c. to access or attempt to access information and/or systems that does not have public access permissions (this includes guessing at or using passwords other than the user's own, sharing passwords etc.);
- d. in a way that creates a risk to the security or integrity of any system or network, for example by overloading, or otherwise flooding a system or network; or probing, scanning or testing the vulnerability of a system or network or to interfere with normal system operations;
- e. without authorisation, to access, monitor or use any data or traffic on any system or network; or adversely affect any person's use of, or access to any system or network;
- f. to exploit any network and/or protocol misconfiguration or weakness that may cause a data charging gateway to avoid triggering a credit or policy control request to the intelligent network (IN) element, therefore allowing customer traffic to proceed without checking of balance, time/volume limits, speed tier changes, deduction of funds or monthly charges for use of the Services.

2.11. **You must not** use our Services for the purposes of permanent roaming outside of the EU. For the avoidance of any doubt, permanent roaming is deemed to occur when a customer roams for a continuous period of or more than sixty (60) days without connecting to the respective home network. Should you use our services for such purposes and as described above, we reserve the right to take any necessary action including but not limited to the blocking of the Services.

3. Your use of the internet/data

3.1. Where our Services allows you to access the internet you: (a) must ensure your access or use of the internet (whether by yourself or any third party) is not in breach of this Policy; and (b) are responsible for all risks associated with such use of our Services to access the internet.

3.2. If you're using the internet Services in a way which we believe is harmful to our network, we may apply certain traffic management measures as outlined in our Traffic Management Policy <https://www.epic.com.mt/tc-general-traffic-management-policy/>.

4. Our rights in case of breach of this Acceptable Use Policy

4.1. We reserve the right to apply this Acceptable Use Policy at our discretion and on a case-by-case basis.

4.2. We may contact you to alert of your breach of this Policy, however, if we believe it is reasonably necessary in the circumstances, if you breach this Policy we may, without notice to you:

- a. suspend or limit the Services (or any feature of it) for any period we think is reasonably necessary, in the circumstances; and/or
- b. terminate your Agreement and/or disconnect your Services (or any feature of it).