

Epic E-Shop Terms and Conditions

1. General application

- 1.1. By accessing and using the Epic Communications Limited E-Shop website ("E-Shop") you will be accepting, without limitation or qualification, these Terms and Conditions ("Terms"). Should you disagree with these Terms please refrain from using the E-Shop immediately.
- 1.2. In these Terms words such as "us", "we", "our" and "Epic" refer to Epic Communications Limited and words such as "you" and "your" mean you, the user of the E-Shop.
- 1.3. The E-Shop allows you to browse, select, and purchase Epic products and services ("Goods") online.
- 1.4. By using the E-Shop, you confirm that you meet the minimum age requirement and legal capacity to accept these Terms. You are eligible to use the E-Shop only if you meet all the following conditions:
 - 1.4.1. you reside in, and provide a delivery address within, Republic of Malta;
 - 1.4.2. you are 18 years of age or older;
 - 1.4.3. you hold a valid payment card issued in your name (references to 'payment card' in these T&Cs shall be deemed to include credit and debit cards);
 - 1.4.4. the name on the payment card used (cardholder identity) matches the name of the addressee to whom any Goods are to be delivered; and
 - 1.4.5. Acceptance of some online orders may be subject to status and a satisfactory credit check.
- 1.5. We reserve the right to amend these Terms at any time. The updated version will govern all future access to and use of the E-Shop, and your continued use after publication of changes constitutes acceptance of the revised terms. You must review and accept the latest Terms before completing an order. We recommend that you read and understand these Terms, as they form the basis of our contract, and encourage you to print or save a copy for your records.
- 1.6. We may suspend or discontinue the E-Shop at any time with or without notice to you and without acceptance of any liability. Discontinuation may occur for any valid technical, operational or commercial reasons.

2. Use of the E-Shop

- 2.1. All Goods are subject to availability and we reserve the right to change or vary the Goods promoted on the E-Shop or the prices at any time. We do not guarantee or warrant that any particular functionality, features, information or Goods promoted on the E-Shop website will be available to you at any time.
- 2.2. By accessing and using the E-Shop, you agree:
 - 2.2.1. to comply with all our reasonable requests or instructions in relation to the use of the E-Shop;
 - 2.2.2. to comply with all lawful requests or instructions of any authorised authority in relation to the use of the E-Shop, the internet in general, or the investigation of any alleged offences;
 - 2.2.3. to abide by all applicable laws and regulations (including but not limited to law protecting copyright and intellectual property rights);
 - 2.2.4. not to use any Goods or services purchased from the E-Shop for any unlawful or fraudulent purposes;

- 2.2.5. not to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programmes;
 - 2.2.6. not to attempt to gain unauthorised access to or interfere with this website, other users, computer systems or connected networks;
 - 2.2.7. not to disguise the origin of any transmitted communication or impersonate any other person or entity;
 - 2.2.8. to notify us immediately of any breach of security or any claim or legal proceedings against you relating to your use of the E-Shop;
 - 2.2.9. to not resell Goods (including but not limited to SIM Cards) purchased from the E-Shop.
 - 2.2.10. to use any Goods (including but not limited to SIM cards, mobile devices, or electronic communications services) only in compliance with applicable terms and conditions available at: <https://www.epic.com.mt/tc-general/> and any fair use policies that may apply to such services.
- 2.3. We reserve the right to reject you as a customer or restrict your use of the E-Shop, with or without notice, for any valid reason including, but not limited to:
- 2.3.1. your failure to comply with these Terms, any applicable law, regulation, directive, code of practice or use policy;
 - 2.3.2. your failure to pay any sums due to us;
 - 2.3.3. your inappropriate use the E-Shop;
 - 2.3.4. your provision of false, misleading or inaccurate information at any time; or
 - 2.3.5. our decision to suspend or discontinue the E-Shop.
- 2.4. The exercise of any rights under this clause does not affect or limit the exercise of any other right, powers or remedies which may be available to us. We shall not be liable to you or any third party for any suspension or termination of your access to or use of the E-Shop.
- 2.5. If you breach these Terms and we choose not to take immediate action, our decision will not limit or waive our ability to enforce these Terms or take action for any subsequent or continuing breach.

3. Making a Purchase

- 3.1. Information Required: When you purchase Goods, you will be required to provide certain personal and payment details. Any information that you provide must be complete, accurate, and up-to-date. If any of the information changes, you must update it promptly and without delay.
- 3.2. Card Payments: All card payments are subject to authorisation by your card issuer. During the purchasing process, you will be asked to complete your payment details, and all fields must be accurately completed by you. We only accept payment by certain types of credit card or debit card; cash or cheques are not accepted. The credit or debit card used must be valid at the time of purchase. By using a payment card on the E-Shop, you confirm that you are legally entitled and authorised to use the payment card for the purchase and that sufficient funds are available to cover the transaction.
- 3.3. Prices: The prices for Goods are quoted in Euro (€) and include valued added tax (VAT) at the relevant rate, but exclude any other taxes that may apply. Prices are subject to change from time to time.

- 3.4. Purchasing Limits: We reserve the right to limit the quantity of any Goods that may be purchased in a single transaction or impose any additional purchasing limits.
- 3.5. Placing an Order: When you place an order for Goods through the E-Shop, you are submitting a request to purchase those Goods. Your order is not binding until it is reviewed and accepted by us. Acceptance of your order and the formation of a binding contract will occur when we send you an order confirmation email confirming receipt of the order and its acceptance.
- 3.6. Order Rejection: We reserve the right to accept or reject your order at our sole discretion for any legitimate reason. We will notify you if this occurs. The legitimate reasons for order rejections include, but are not limited to, the following circumstances:
 - 3.6.1. Payment Card Authorisation Failure: If our partner bank or payment processor does not authorise your payment card payment, we may reject your order.
 - 3.6.2. Sudden Unavailability: If we are unable to supply you with the Goods, for example because that Good is not in stock or no longer available, we will inform you and will not process your order, and refund any amounts already debited from your card.
 - 3.6.3. Pricing Errors: If there is an error in the pricing of the Goods, we will inform you and offer you the option to proceed with the corrected price or cancel your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you. We have no obligation to fulfil an order for Goods advertised at an incorrect price. If payment has been taken for incorrectly priced Goods that have not been dispatched, we will cancel the order and any amounts already debited from your card.
- 3.7. Accepting the Offer: Your order is accepted, and a binding contract is formed, when we send you an order confirmation email confirming our acceptance of the order.
- 3.8. Security: Your order details submitted via the E-Shop are protected by Secure Socket Layer (SSL) technology, prevents unauthorised access to your information during transmission. We may also implement additional internal security procedures to prevent fraud. Our internal security procedures include the processing of your payment card details through our third-party card payment agents. Payment card details are processed securely by our third-party payment processor using a server that is not accessible via the internet and uses encryption. Despite these measures, you acknowledge that internet communications involve certain risks, such as transmission delays or loss, over which we have no control. To the extent permissible by law, we disclaim liability for any loss or damage arising from such risks. In any case, our liability to you for loss or damage, if any, shall not exceed the value of the Goods ordered.

4. Delivery:

- 4.1. Delivery Charges: A delivery fee of three Euro (€3) is included in the final price of the Goods. Delivery charges are subject to change without prior notice. Any changes will not affect orders already placed and confirmed.
- 4.2. Delivery Methods: When purchasing Goods, you are required to select a delivery method. The available options are:
 - 4.2.1. EasiPic Pickup: If you choose this option, you will receive an SMS from Malta Post containing an 8-digit code, valid for 72 hours. It is the sole responsibility of the purchaser to safeguard this code. We accept no liability for any loss, theft, or misuse of the code.
 - 4.2.2. Home Delivery: If you select this option, you must ensure that the delivery address provided is accurate and complete. Good will be delivered to the address as specified by you in your order.

We and are not responsible for any issues arising from incorrect or incomplete address details. By placing your order, you authorise us to accept a signature from another person at your delivery address on your behalf if you are unavailable at the time of delivery. We are not responsible for ensuring that the delivery is made personally to you. Deliveries will not be made to PO Boxes or to addresses outside the Republic of Malta.

- 4.3. Delivery Timeframe: We will make every effort to deliver the Goods within four (4) working days of your order. If we are unable to deliver within this time period, we will either deliver within an extended timeframe as agreed with you, or we will cancel your order and refund the price. We are not liable for any delays caused by circumstances beyond our reasonable control, including but not limited to natural disasters, strikes, government actions, or transportation disruptions.
- 4.4. Inspection Upon Delivery: Upon delivery, you must inspect the Goods and notify us, if you discover any damage or missing Goods, within forty-eight (48) hours after delivery via email on 247@epic.com.mt. Failure to report damages or shortages within this period may affect your ability to claim a replacement or refund.
- 4.5. Delays or Non-Delivery: In the event of delay or non-delivery of Goods, you should contact us immediately through Contact us . Our team will assist you in resolving the matter.

5. Cancellation, Returns and Refunds

- 5.1. Cancellation: In accordance with Consumer Rights Regulations (S.L. 378.17), if you are a consumer, meaning a natural person acting for purposes outside of trade, business, or profession, you may cancel your order during the cooling-off period of fourteen (14) days from the date you receive your Goods; or in the case of service contracts, the day of the conclusion of the contract. If your order includes multiple goods and these are delivered separately, the cooling off period expires fourteen (14) days after the date of the last delivery. This cancellation right does not apply to services that were fully performed prior to the expiry of the cooling off period, or Goods that were personalised for the purchaser.

5.2. Cancellation Process:

- 5.2.1. To cancel your order before the expiry of the fourteen (14) day cooling off period, you can write us an email on 247@epic.com.mt in the following format:

Subject: Online Order Cancellation Request – [Order Number]

I hereby request the cancellation of my order as per the terms and conditions of your E-Shop. Below are the details of my order:

- *Full Name: [Your Name]*
- *Surname: [Your Surname]*
- *Order Number: [Your Order Number]*
- *Order Date: [Date of Order]*

Please confirm the cancellation of my order at your earliest convenience. Should you require any further information, kindly let me know.

- 5.2.2. To meet the cancellation deadline, it is sufficient for you to send the cancellation e-mail to us in the above prescribed format before the cooling off period has expired.
- 5.3. Return of Goods: When returning Goods, you must provide the original invoice, order number, or your full name and address. Without this information, we may be unable to identify your returned package, and we will not process the return or refund. You must return the Goods to us within fourteen (14)

days of informing us of your decision to cancel, unless we arrange to collect the Goods directly from you. Returns must be sent to:

Epic Returns,
Epic Communications Limited,
Level 6, SkyParks Business Centre,
Malta International Airport,
Luqa LQA 4000, Malta

- 5.4. Care of Goods: The Goods must be returned the same condition they were delivered. You will be liable for any diminished value of the Goods. You must take reasonable care of the Goods until they are returned or collected by us. We are not be responsible for Goods while they are in transit to us. We recommend using secure packaging and a recorded-delivery service to return any Goods.
- 5.5. Refund: Refunds will only be processed if a cancellation request is submitted in accordance with Term 5.2 and the Goods are returned in their original, unopened, and unused condition in accordance with Terms 5.3 and 5.4. The Delivery Fee of three Euro (€3), which is included in the price for the Goods ordered as stated in clause 4.1, is non-refundable. This applies even if the refund is requested during the statutory cooling-off period. If the Goods (including but not limited to SIM cards) have been opened or used, they are no longer in a resalable condition and, therefore, are not eligible for a refund.
- 5.6. Refund Process: Refunds will be issued using the same payment method used for the purchase of Goods. To request a refund, please contact our customer support team at 247. We will review your request and provide the necessary assistance promptly.

6. Data Privacy

- 6.1. Your Information: We are committed to protecting your personal data. We collect and use your personal data based on (i) contractual obligations; (ii) legal requirements; (iii) legitimate interest; or (iv) your consent. For full details on how we collect, use and share personal information, including your data protection rights, please see our Privacy Policy and E-Shop Privacy Supplement available at: <https://www.epic.com.mt/privacypolicy/>. For any questions or to exercise your rights please get in touch by contacting us on 247@epic.com.mt or visit any of our stores.

7. Intellectual Property Rights

- 7.1. Ownership: We own all rights, including copyright, of any content provided by us or found on the E-Shop, and no ownership rights are transferred to you under these Terms. All rights not expressly granted in these Terms are reserved by us.
- 7.2. Unauthorised Use: Except for public domain material, all content displayed on, or downloaded from the E-Shop is protected by intellectual property and copyright laws, and cannot be shared, transmitted, re-transmitted, copied, or published without our explicit permission. The placement of our material in any public area without our consent is in violation of the law and these Terms and you specifically agree not to upload, post or reproduce in any way any materials protected by us without our permission. The E-Shop must not be used in any way that violates our or any third party's Intellectual Property Rights.

8. Liability & Indemnity

- 8.1. Limitation of Liability: The E-Shop is provided on an "as-is" basis. To the fullest extent permitted by law, all conditions and warranties, whether express or implied by law, are excluded. While we aim to ensure the smooth operation of the E-Shop, we make no guarantees or representations that it will operate uninterrupted, timely, or error-free. Unless otherwise stated, we are not liable for any losses, damages, costs, or expenses arising from your use of the E-Shop. It is your responsibility to evaluate the information provided on the E-Shop regarding the Goods and decide whether they are suitable for your needs. We will not be liable for any injury, loss, damage, or inconvenience, whether foreseeable or unforeseeable, resulting from any events including, but are not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, government actions and any other similar events.
- 8.2. Indirect or Consequential Losses: We will not be liable for any indirect or consequential loss or damage whatsoever, whether it is foreseen or unforeseen, including but not limited to loss of profits, revenue, business, anticipated savings or goodwill and loss or corruption of data or content, and we will have no responsibility to pay you any compensation for such losses. Nothing herein shall have the effect of excluding or limiting our liability for death or personal injury resulting solely from our act or omission.
- 8.3. Indemnity for Third-Party Claims: You must indemnify and hold us, our directors, officials, employees, sub-contractors and agents harmless against any liability, loss or damage, expenses (including reasonable legal fees), whether direct or indirect, arising from your connection to and use of the E-Shop. This includes any claims made by third parties. You also agree to cover all costs, damages, and judgments against us from such claims and to provide necessary support to defend or settle them.

9. Other Important Terms

- 9.1. Interpretation: Headings in these Terms are for convenience only and shall not affect their interpretation.
- 9.2. Severability: If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected.
- 9.3. Assignment: This Contract is personal to you. You shall not, except upon having obtained our written consent or in accordance with our standard transfer procedures, assign or otherwise transfer this Contract in whole or in part. We may assign or transfer any of our rights and obligations under the Contract at any time at our sole discretion for business reasons.
- 9.4. Applicable Law and Jurisdiction: This Contract is governed and construed in accordance with the Laws of Malta and the Parties submit to the exclusive jurisdiction of the Courts of Malta. 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.