



## Roaming Fair Use Policy

1. **General Application:** This Roaming Fair Use Policy ('Policy') is to ensure that all Epic Communications Limited ('we') customers ('you') responsibly use our Top-up and Pay Monthly mobile Services ('Services') when traveling abroad in the European Union (EU).
2. **Fair Use Policy.** You can 'Roam Like at Home' using your data, calls and SMS applicable to other local networks whilst travelling in the EU, without extra charges, while occasionally travelling outside of Malta. To prevent abuse, we follow the EU Roaming Regulations' Fair Use Policy. For the avoidance of doubt the Fair Use Policy does not apply to local only tariff plans.
3. **Normal residence and stable links.** To prevent abuse or anomalous usage of retail roaming services unrelated to periodic travel, we may ask for proof of your normal residence or stable links in Malta before allowing you to 'Roam Like at Home'. Acceptable proof includes:
  - 3.1. a sworn declaration;
  - 3.2. a valid ID Card or valid Driving License or valid Passport issued by a Maltese entity showing normal place of residence in Malta;
  - 3.3. details of your local address and/or details showing the provision of any other services at the given local address (e.g. a utility bill);
  - 3.4. a declaration or other proof from your employer or educational establishment in Malta (e.g. a contract of employment, an enrolment letter);
  - 3.5. evidence of a posting/assignment in Malta where the Service has been requested;
  - 3.6. registration in a population registry indicating that you are permanently residing in Malta;
  - 3.7. other reasonable evidence proving stable link or permanent residence, such as a valid property rental Contract;
  - 3.8. in the case of business customers documentary evidence showing of the establishment or activities of the business in Malta (e.g. Maltese Certificate of Registration, Maltese VAT number etc.)
4. **Monitoring of abusive or anomalous usage.** We may monitor your usage for at least four (4) consecutive months ('Observation Period') to check for any abusive or anomalous usage which includes:
  - 4.1. your EU/UK roaming use exceeds your domestic use, and total number of days your SIM card is connected to EU/UK network is higher than the total days it is connected to a network in Malta during the Observation Period; or
  - 4.2. you use your SIM only whilst roaming in the EU/UK and you do not make or receiving a call, send an SMS or use data in Malta for multiple periods of four (4) weeks or a single continuous period of two (2) months during the Observation Period.
5. **Alert Period.** We will notify you, if we identify that your roaming usage is considered abusive. You will have a 2-week alert period to adjust your usage to comply with limits indicated in Term 4 ('Alert Period'). Additionally, we may also request additional documentary proof of normal residence or stable links (as listed in Term 3).
6. **Surcharge.** If abusive roaming usage persists after the Alert Period and/or you are not able to provide the requested proof when subscribing to the Services and/or after the Observation Period, we may charge the following surcharge above your domestic price when roaming in EU/UK:

Service	Applicable surcharge rate (excl. VAT)
Voice	€0.019/min as from 01/01/2025
SMS	€0.003 as from 01/01/2025

	€1.30/GB as from 01/01/2025
Data	€1.10/GB as from 01/01/2026
	€1.00/GB as from 01/01/2027

This surcharge will continue to apply until you rectify your behavior and/or provide the requested proof.

**7. Fair Use Limit.** We may limit the volume of data allowance for top-up tariff plans and plans that include data bundles whilst roaming in the EU/UK in line with the EU Roaming Regulation ('Fair Use Limit') as follows:

- 7.1. for tariffs that include data bundles, the volume of data allowance may be limited to the equivalent of twice the volume obtained by dividing the overall domestic monthly tariff price, excluding VAT, by the applicable rate for data as indicated in Term 6 above. If the resulting roaming data allowance is higher than your current domestic data allowance, you can make use of all the remaining data in your domestic bundle whilst roaming in EU/UK and the Fair Use Limit will not apply.
- 7.2. for top-up tariff plans, the data allowance may be limited to the amount of remaining credit, excluding VAT, at the time of the start of the data roaming session in EU/UK, divided by the applicable rate for data as indicated in Term 6 above.

We reserve the right to charge the surcharge rates for data as indicated in Term 6 over and above your retail domestic price for any usage above the Fair Use Limit.

**8. Roaming Partners:** We depend on our roaming partners for updated roaming information. There may be some delays in receiving information related to your usage made whilst roaming. This means that the consumption notifications which are sent to you may vary due to delays in receiving information from our roaming partners. Billing for roaming usage may be delayed due to reporting delays between carriers.

**9. Exclusions:** All International usage, Maritime and Inflight Roaming and Roaming outside the EU/UK, are not included as Roam Like at Home services and are charged at the international rates and roaming rates found on our website. In addition, value added services which include calls and SMS made to local or international premium rated numbers, freephone numbers and shared cost numbers may be subject to higher charges whilst roaming. For more information on the use of value-added services whilst roaming, you may visit the following link <http://www.epic.com.mt/goingabroad/>.

**10. Contact Us:** For additional information or to submit any complaints regarding our Fair Use Policy or any complaints with regard to the quality of service meeting the advertised service whilst roaming, you may contact us by referring to the website <https://www.epic.com.mt> or by contacting Customer Care on 247, or by sending an email to [247@epic.com.mt](mailto:247@epic.com.mt) or by visiting any of Our retail outlets. Our business customers can contact our Business Customer Care on 16230 or send an email to: [business247.mt@epic.com](mailto:business247.mt@epic.com).