



PLUG & PLAY GENERAL TERMS AND CONDITIONS

1. General application

- 1.1. These Plug & Play General Terms and Conditions ('Terms') govern the provision and the use of fixed mobile broadband services offered by Epic Communications Limited ('we'/'us'), along with any additional services which we may offer (collectively, 'Services').
- 1.2. These Terms form an integral part of your Contract, together with the following documents which relate to specific Services chosen by you: (a) Sign-Up Form; (b) Special or Promo offer Terms (if applicable); (c) Schedule of Charges and (d) Services Contract Summary. If there is a conflict between these Terms and any of the listed documents, the documents will take priority in the order they are listed (highest level of precedence first).
- 1.3. These Terms must also be read together with: [Epic Privacy Policy](#); [Epic Traffic Management Policy](#); and [Acceptable Use Policy](#).
- 1.4. Additional products and services offered by us, including add-ons and Third-Party services, may be subject to their own distinct terms, which we advise you to read.
- 1.5. For a full list of our terms and conditions, please visit our website (www.epic.com.mt) and/or one of our retail stores.

2. Service Activation and Delivery

- 2.1. Eligibility for Services: While we aim to serve everyone, we may decline providing Services to certain customers and to limit the number of Services offered to a single person or entity at our discretion. To qualify for our Services, you must:
 - 2.1.1. have and maintain a satisfactory credit rating and provide a security deposit as may be reasonably required by us as a guarantee for the fulfilment of your obligations. This deposit will be refunded to you at the end of your Contract, subject to the payment of all outstanding Charges;
 - 2.1.2. provide valid proof of identity, address, email address and evidence of residence in Malta, or commitment to reside in Malta, as we may require;
 - 2.1.3. be over eighteen (18) years of age (in the case of a personal application);
 - 2.1.4. truthfully and accurately complete the Sign-up Form and provide any additional information we may reasonably request.
- 2.2. Effective Date: Your Contract becomes effective and the Contract Duration starts when you sign it.
- 2.3. Activation: We aim to activate your Services within five (5) working days of signing your Contract. If your Services are not connected within the stipulated timeframe, you can exit the Contract without penalties. However, this right does not apply if the delay was caused by circumstances beyond our control, in which case applicable penalties will be due.
- 2.4. Minimum Contract Duration: The Contract shall be valid and effective for the Contract Duration and thereafter shall continue on a month-by-month basis subject to terms listed in your Contract Summary, unless terminated in accordance with these Terms.

3. Services

- 3.1. Services: Upon subscribing to a Tariff Plan, you will benefit from fixed wireless internet Monthly Bundle which will include data allowance as specified in the Tariff Plan's Contract Summary. Any unutilised benefits from the Monthly Bundle shall not be carried forward and will be lost at the end of the month.

- 3.2. Technology: The technology over which we provide the Services shall be solely at our discretion. We may change such technology and we will notify you if there are any changes to the way your Services operate.
- 3.3. Installation: The Services are designed for self-installation; you must provide everything necessary for the proper installation and operation of the Equipment and Services. This may include power points, electricity conduits, fallback power devices, pipes, or any necessary access or rights for installation.

4. Equipment

- 4.1. Equipment Provided by Epic: We will provide you with the Equipment to enable your connections to the Services. We may provide you with additional Equipment to enable or improve your connection to the Services. All Equipment remains our property and may only be used in connection with our Services. The Equipment must be returned to us upon our request.
- 4.2. Your Obligation: You shall take good care of the Equipment and ensure that all Equipment is maintained and kept in good working order. You must follow the manufacturer and any instructions provided by us regarding the use of the Equipment and use the Equipment in accordance with applicable laws and these Term.
- 4.3. Faulty Equipment: Although we provide Equipment of high standard and quality, it is possible that the Equipment or any component may become faulty. In such case, you should visit our Service Centre in Birkirkara, where the Equipment can be inspected and diagnosed. If the fault of the Equipment is not due to misuse, mishandling, damage by liquids, unsuitable power supply, power surges, lightning, tampering, or unauthorised service, we will fix or replace the Equipment free of charge. If the diagnosis shows that the fault is due to any such causes, you will be liable to pay the cost of the replacement depending on severity of the diagnosed fault.
- 4.4. Equipment Fees: A one-off Equipment Fee may apply in accordance with the Schedule of Charges.
- 4.5. Unauthorised Use: We may disable Equipment that is not used according to our directions. We will not be liable for any Third Party equipment, plug-ins or other devices, hardware or software used by you, in connection with the Services. Any such equipment must be compatible with the Services and must not cause damage or interfere with our Network. It must also be used in compliance with relevant instructions, safety, and security procedures.
- 4.6. Remote Management: You understand that we may sometimes need to connect remotely to restart, or manage your Equipment to ensure the service quality or provide technical support. You agree that you will follow any reasonable instructions we provide in this regard.
- 4.7. Replacement of Equipment: From time to time, we may need to replace your Equipment to update its settings, to maintain the service quality, or due to a change in service delivery methods. In such cases, we will inform you and, where necessary, schedule an appointment for replacement at your premises. If the replacement can be done by you, we may ask you to visit a designated location to collect the new Equipment and return the old one. Failure to comply with these requests may result in degradation or discontinuation of the Services, for which we will not be held responsible. You understand that these updates or replacements do not constitute changes to the terms and conditions of the Service.
- 4.8. Return of Equipment: On the termination of this Contract, cancellation of the Services for any reason or on receipt of any replacement Equipment, you must return the Equipment within five (5) calendar days to us. The Contract will not be terminated until the Equipment is returned. If you fail to return the Equipment, you must pay the non-return fees. Even if the Equipment is provided free of charge, if the Equipment is returned damaged or faulty due to misuse, mishandling, exposure to liquids, unsuitable power connections, power surges, lightning, tampering, or service by unauthorised persons, you will be liable to pay the cost of replacement of the Equipment.



5. Quality of Service and Service Limitation

- 5.1. Service Limitations: The quality and availability of the Services and related products and services are subject to limitations listed in this Term 5. We aim to provide reliable Services within reasonable limits as per industry standards, however, we are not able to guarantee that our Services will be uninterrupted, secure, timely or fault free or that the Services meet any of your specific requirements. 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. We also do not guarantee that data sessions will not be lost or that data speeds will meet specific requirements.
- 5.2. Quality of Service: The below quality of service indicators apply to scenario End User <-> Epic Core Network:

Avg Latency (ms)	Avg Jitter (ms)	Avg Packet Loss %
28.4	4.5	0.07

- 5.3. Coverage & Internet Speed Limitations: The Network coverage, quality of service and internet speeds vary due to Network congestion and other factors beyond our control, so we cannot always guarantee maximum speeds. The Services are intended for use at the address you provided at the time of Contract conclusion. We do not guarantee the same level of service quality at any other location, and we will not be liable for, nor will you have the right to claim, any remedies or compensation if you use the Services at different locations. The connection speed is the speed at which data is transferred between your Device and our core Network. The connection speed will always be greater than the download/upload speed (speed transferred from the internet to your Device), since download/upload speed is dependent among others on internet or Network congestion, Devices used, speed of websites or apps that you connect to. Factors affecting Network coverage, quality of service and data speeds include:
- 5.3.1. the technology supported on the Network;
 - 5.3.2. your Device and number of Devices connected to the Services;
 - 5.3.3. limitation related to the particular Services you are subscribed to;
 - 5.3.4. the radio signal quality, affected by interference from Third Party equipment;
 - 5.3.5. availability of Radio Base Stations;
 - 5.3.6. local factors such as buildings, trees and weather conditions;
 - 5.3.7. Network load at the time of access to the Services, affected by the number of customers making use of the Network (within a specific geographical location).
- 5.4. Bandwidth and Network Management: In order to guarantee our network integrity and your access to all points of the Internet, even during peak hours when traffic is particularly high, we perform bandwidth management at the application level. This ensures that bandwidth is shared fairly amongst all users and that heavy usage applications, such as peer-to-peer downloads, do not congest the system, maintaining the usability of the Network for everyone. Epic, whilst respecting the principle of equal treatment of traffic, reserves the right to introduce temporary and non-discriminatory traffic management measures if network congestion is imminent or the Network is at risk. These actions, which are consistent with industry practice, may result in varied service and performance levels but are necessary to maintain the quality of service for all users.

- 5.5. Security Incidents: 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 Services. You are entitled to a refund or compensation from us in accordance with Term 9, if we fail to address such security incidents, threats and vulnerabilities adequately, provided the failure is directly attributable to us.
- 5.6. Service Restoration: We are committed towards taking all necessary precautions to ensure maximum uptime of Services. However, due to the technological nature of the Services and/or due to factors beyond our control, faults are possible and outages may occur. We aim to restore the affected Services promptly (within forty-eight (48) hours for localised outages affecting less than 100 customers, within twenty-four (24) hours for regional outages affecting more than 100 but less than 1000 customers; and within less than twelve (12) hours for faults affecting more than 1000 customers). These timeframes shall not apply to faults caused by:
- 5.6.1. the relocation of Radio Base Stations;
 - 5.6.2. Services suspension in accordance with Term 8;
 - 5.6.3. actions by Third Parties or factors beyond our control;
 - 5.6.4. regulatory enforcements of any sort as mandated by the competent authorities;
 - 5.6.5. events of force majeure.
- 5.7. Third Party Services: We make no representation and give no warranty as to the content, quality, availability, suitability, accuracy or timeliness of any Third Party services. We may suspend or withdraw access to any such services on a temporary or permanent basis at any time. Your use of Third Party services is at your own risk, and we are not liable for any loss or damage arising from the use of such services.

6. Use of Services and Your Obligations

- 6.1. Responsibility for Use: You shall be responsible for the use of the Services, Device or Equipment 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 Contract and in accordance with Acceptable Use Policy available at: <https://www.epic.com.mt/tc-general/>. These include, but are not limited to permitting the use of the Services for any improper, obscene, unlawful, harmful, unauthorised, defamatory, inciting or fraudulent purpose or causing any injury, offence or annoyance to any person. Use of the Services is intended for personal and individual use only and should not be used in connection with any non-manual mechanism, application and/or software and/or any commercial endeavour or mass outreach. You are required to inform us if you become aware of any breaches.
- 6.2. Security: You are advised to ensure you have appropriate security measures against unauthorised access to the Services, Equipment and your Device (or associated software/hardware and data) as may be necessary. It is your responsibility to keep your password to access the Services, Equipment, your Device or Account safe and secure; and not disclose them to Third Parties and eventually to change them or inform us in case they become known to any unauthorized person. We are not responsible for your personal files, website or e-mail box, and for the independent backup of your data. Any attempt to access or modify unauthorised system information, or to interfere with system operations, will result in the immediate termination of the Services. This includes guessing or using passwords that are not yours, sharing your passwords or accounts with others who are not authorised, accessing information that is not meant for public access, or trying to access any system you are not supposed to.
- 6.3. Network Integrity: You must not to use or permit the use of the Services or the Equipment in a manner that compromises, puts in danger, impairs or interrupts the operation of the Network or the quality of



Services or interferes with the integrity or security of any electronic communications or IT Network or system.

- 6.4. Compliance with Instructions: You must promptly comply with all notices, instructions or directions given by us or by relevant authorities concerning the use of the Services, in particular as to the manner of using the Services and in relation to the investigation of any offences.
- 6.5. Updated Information: 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 visiting any of our retail stores with any changes to that information (including without limitation, your name, address, email address and/or contact number). You might be required to visit one of our stores to verify your new details. You are required to update or confirm your information upon our request. Failure to do so may result in limitation or termination of the Services, or errors in delivery of the Services and/or related communications.
- 6.6. Lost or Stolen Device: You must promptly notify us in case your Device is lost or stolen.
- 6.7. Content Liability: We shall not be responsible or liable for any Content sent or received by you (including Content which contains a virus or other harmful or unlawful material). We do not make any representations warranties regarding the quality, accuracy, correctness, completeness or suitability of any Content. 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 Content safe. The access to and use of any Content is at your own risk.

7. Payment

- 7.1. Charges: We offer a range of tariff plans and Services with different rates and methods of charging, which may vary depending on the type of usage. All rates, charges, fees, penalties and charging methods can be amended by us in accordance with Term 8.10. You accept to pay for any and all balances remaining unpaid for the Services and/or any penalties, charges, fees, expenses and interests due, including for any Equipment that is not returned in good condition. We also reserve the right to offset any charges you owe us against any amount we owe you under any contract you have with us.
- 7.2. Liability for Charges: You are responsible for all Charges incurred through the use of the Services or Equipment (whether or not incurred personally). The loss or inability to use the Equipment does not end your Contract or your liabilities under it.
- 7.3. Itemised Bill: You may request an itemised Bill at a charge listed in the Schedule of Charges from any of our retail outlets by presenting your identity card or any other valid identification document and upon signing a request form to this effect, or by contacting our Customer Care. The itemised Bill will be provided within a few days from your request.
- 7.4. Monthly Bills:
 - 7.4.1. The Monthly Access Fee will be charged in advance together with any other Charges applicable for the previous month (e.g. charges for out of bundle usage, administrative fees, penalties, if applicable, etc.). Unless specified otherwise, VAT and any other applicable duties and taxes at the appropriate rate shall be added to the Charges. We may for operational reasons change billing methods and periods and issue interim Bills.
 - 7.4.2. Your Bill for the first month will include: (i) your Monthly Access Fee charged on a pro rata basis depending on your Contract activation date and (ii) any out of bundle usage and extra charges for the first month and (iii) the full Monthly Access Fee and any other Charges applicable for the following month. During the first month, you will still receive the full benefits included in the Monthly Bundle.



- 7.4.3. Your last Bill will be issued with a full Monthly Access Fee. You will still receive the full benefits included in the Monthly Bundle. If you identify any overpayment on your last Bill, you may request a refund in accordance with Term 7.11.
- 7.4.4. We reserve the right to issue any backdated Charges for the Services. You agree to pay such Charges even if they were erroneously omitted from any prior Bills.
- 7.5. Payment methods: We may refuse certain payment methods for valid reasons, such as if a payment option is not available for your specific Tariff Plan or if we have reason to suspect that the payment method may not be viable for recovering of the Charges. You may settle your Bills:
- 7.5.1. via Autopay (Direct Debit Mandate),
- 7.5.2. via our website and mobile Application; or
- 7.5.3. in our retail outlets by effecting cash payments or by credit/debit card.
- Should there be discounts applicable to certain payment methods, these will be detailed in the Schedule of Charges. For avoidance of any doubt, should you be subscribed to more than one of our services, such discount shall apply on your Account, not per individual service.
- 7.6. Billing Information: Your Bills will be sent to your billing address or verified email address shown on the Sign-Up Form. Billing method or address can be changed by you at any point in time during your Contract by notifying us in advance through our Customer Service, retail outlets, website, or any other specified method. You will receive an SMS notification, informing you that your Bill has been issued.
- 7.6.1. E-Billing: If you opt for our secure e-billing service, you must verify your email address within seven (7) days, but in any case, not later than by the last day of the month. If you fail to verify your email address within this timeframe, your billing method will be set to paper billing. Bills sent electronically are considered as delivered once the email is sent to your email address.
- 7.6.2. Paper Billing: If you opt for paper billing, a monthly administrative charge for a paper Bill listed in the Schedule of Charges shall apply. Paper Bills are considered received by you on the second postal day after the date of posting.
- 7.7. Autopay (Direct Debit): If you choose Direct Debit Mandate ('DDM') as your method of payment, you will benefit from a monthly discount specified in the Sign-Up Form, which will be deducted from your monthly Bill. For avoidance of any doubt, should you be subscribed to more than one service, the DDM discount shall be applicable per Account. For more details on DDM, visit *SEPA Direct Debit Mandate Terms and Conditions* available at: <https://www.epic.com.mt/tc-general/>
- 7.8. Late Payment: All Charges and other payments must be paid by the due date specified on the Bill. Where payment of Charges is not made by such due date, we have the right to charge you a late payment fee and apply interest on sums due in accordance with the applicable laws. In case your Services are barred due to late payment, you will need to pay any outstanding amounts, as well as a reactivation fee to continue using the Services.
- 7.9. Administrative Fees: An administrative charge shall apply in any of the following circumstances:

Service	Applicable Administrative Charge incl. VAT
Downgrade from one Pay Monthly Tariff Plan to another Pay Monthly Plan with lower Monthly Access Fee	€10 one-time charge
Suspension of Service – reconnection charge	€20
Paper copy of your itemised bill	€3 per itemised bill
Direct Debit Reversals	€8

Paper Bills	€3 per invoice
Late Payment Penalty	€6 penalty shall apply for every invoice that is not paid within the due date stated on the invoice

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

Other administrative charges may apply. Please refer to the Contract Summary or Schedule of Charges for additional information.

7.10. Bill Disputes: If you wish to dispute any amount or item, on your monthly Bill, you must give us a written notice of such dispute within six (6) months from the Bill date, by providing us with all the necessary details, reasons for the dispute and any supporting evidence. We will objectively review your dispute and respond in writing within thirty (30) days, provided that we receive such notice within the 6-months period. Notwithstanding any provision in these Terms, our liability in respect of a disputed Bill shall not exceed the amount you were charged. Any overpayment by you regarding any amount, item, entry, or matter stated in the Bill shall be credited by us (without interest) to your relevant Account after our investigation confirms the error or inaccuracy.

7.11. Refunds of Advance Payments or Deposits: You can request a refund for any advance payments or refundable deposits once settle all outstanding Bills. If you identify an overpayment on your final Bill, visit one of our retail stores to request your refund. The default refund method is via bank transfer, but you can also choose to receive it by cheque or in cash.

8. Suspension, Modification and Termination

8.1. Due to External Factors: We may interrupt, suspend or terminate the Services without any prior notification for any valid reason, including:

- 8.1.1. fulfilment of any instructions requested by governmental or regulatory authorities;
- 8.1.2. repair, maintenance, improvement of the Network or other operational reasons;
- 8.1.3. failure, interruption, disruption or congestion of or in any electronic communications Network, system or services (ours or any Third Party);
- 8.1.4. for health and safety considerations; and
- 8.1.5. for any other reasons beyond our control.

Where reasonably possible we will notify you prior to such interruption, suspension or termination and we will strive to restore the Services without unnecessary delay.

8.2. Due to Factors Attributable to You: We may at our discretion suspend or terminate the Services without any prior notification in case:

- 8.2.1. you breach any of these Terms; including but not limited to your obligations outlined in Terms 4 and 6, failure to pay any Charges due, or meeting our credit worthiness requirements;
- 8.2.2. you become insolvent or bankrupt, enter into any arrangement with creditors or legal action is taken or threatened against your property;
- 8.2.3. we become aware or have reasonable cause to believe that you (or any Third Party) are using the Services to commit fraud or engage in illegal activity;
- 8.2.4. you provide us at any time with false, inaccurate or misleading information;
- 8.2.5. we are unable to contact you following reasonable efforts;



- 8.2.6. of your death or declaration of mental incapacity.
- 8.3. Charges During Suspension: During any period of Services suspension, you shall remain liable for all Charges unless we decide otherwise.
- 8.4. Equipment Blacklisting: If you fail to settle your outstanding payments by the due date indicated on your Bill or you terminate your Contract prematurely and fail to pay any applicable penalty, we have the right to not only disconnect your Services but also to blacklist the Equipment.
- 8.5. Contract Termination: Unless specified otherwise, you can request to terminate the Services by completing a termination form and the timeframe for disconnection of a Services is a maximum of thirty (30) days. Some Services may require a termination request in retail stores. For more information contact our Customer Care or send an email to 247@epic.com.mt.
- 8.6. Consequences of Termination: Where the Contract is terminated, all Charges will continue to accrue and be payable until the disconnection of the Services. In certain circumstances we may become aware of outstanding Charges after the Bills issued on termination. In such cases, we may issue subsequent Bills and you must settle such Bills by the due date.
- 8.7. Early Termination Fee: If you terminate your Contract during the Contract Duration, you must pay an Early Termination Fee specified in the Contract Summary and/or Schedules of Charges.
- 8.8. Contract Renewal: You may renew your Contract, by visiting one of our retail outlets or by calling Customer Care on 247.
- 8.9. Cooling-off Period: In accordance with Consumer Rights Regulations (S.L. 378.17), in certain circumstances in connection with distance and off-premises contracts (not in our retail shops), you may cancel the Services during the cooling off period of fourteen (14) days from the date of your Contract. If the Services have already been provided, you will be liable to pay all the applicable Charges for the use of the Services, the cost of returning any Equipment and any reduction in the value of the Equipment (if applicable). You can exercise this right by informing us in writing by email at 247@epic.com.mt 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*
- 8.10. Modifications: We may change, update, or terminate our Tariff Plans or these Terms (collectively the 'Modifications') at any time, by giving you thirty (30) days' notice with the details about the changes. Should you do not agree with the proposed Modifications, you can terminate your Tariff Plan without incurring the Early Termination Fee during this 30-day period. For avoidance of doubt, a penalty for non-returned or damaged Equipment shall apply. If you continue to use the service after the thirty (30) days, it means you accept the Modifications, and you may face penalties if you later decide to terminate. In case that the Modifications are exclusively to your benefit, of purely administrative nature, or directly imposed by applicable laws, we will inform you about the changes by giving you a 1-day prior written notice and your right to terminate without the Early Termination Fee will not apply.



9. Complaints and Compensations

- 9.1. Contact Us: Should you wish contact us or to file a complaint, you may do so either by visiting one of our retail outlets; by calling 247, free of charge from your Epic number whilst in Malta; or by calling (356) 9999 9247 from any other phone or whilst abroad, or by sending an e-mail on 247@epic.com.mt
- 9.2. Complaints: All customer complaints are acknowledged within 24 working hours. If you wish to file a complaint with the Malta Communications Authority you may do so either by filling in the Online Complaint Form at <https://www.mca.org.mt/consumer/forms/complaints>, or by downloading a printable form and sending it via ordinary mail, or by calling on 21336840. If you wish to file a complaint in relation to Services you purchased from us online, you may do so through Online Dispute Resolution Platform available at: <http://ec.europa.eu/consumers/odr/>.
- 9.3. Compensations: Compensations and refunds are handled on a case-by-case basis. Upon receipt of your complaint, we will promptly take all necessary steps to investigate the matter. If our investigation confirms that there is an issue with quality of the Services, such as data speed, or in case you experience a total Services outage directly caused by us, we will issue a refund or waive part of the Charges, calculated based on the duration and impact of the problem. If the issue is significant and recurring or continuous, and it is proven by our investigation, you may also terminate your contract without any Early Termination Fees (except for penalties for non-returned Equipment, non-payment, etc.)

10. Intellectual Property Rights

- 10.1. Ownership: We own all rights, including copyright of our Services and content provided by us, and no ownership rights are transferred to you under these Terms. All rights not expressly granted in these Terms are reserved by us.
- 10.2. Unauthorised Use: Except for public domain material, all content displayed on, or downloaded from the Services 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 Services, Equipment and Devices must not be used in any way that violates our or any Third Party's Intellectual Property Rights.

11. Liability & Indemnity

- 11.1. Limitation of Liability: We will not be liable for any injury, loss, damage, or inconvenience, whether foreseeable or unforeseeable, resulting from:
 - 11.1.1. any failure, interruption, delay, suspension or restriction of our Services as a result of Force Majeure Events, maintenance, upgrades, and other necessary technical operations on our Network or systems;
 - 11.1.2. any unlawful or unauthorised use of or access to our Network, Services, Equipment or Devices by you or by unauthorised Third Parties including any cyber-attacks or data breaches affecting your use of the Services;
 - 11.1.3. any claim arising out of any act or omission by you or Third Party using the Services including use of Third Party services or applications that integrate with our Network;
 - 11.1.4. any valid suspension of the Services or termination of the Contract;
 - 11.1.5. any breach of security or unauthorized access to your data that occurs through Third Party platforms, Networks, or applications connected to our Services;



11.1.6. any loss, theft or malfunction of the SIM, Equipment or Device.

11.2. 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.

11.3. Services Provided 'As Is': We will exercise reasonable skill and care in the provision of the Services as may be expected of a reasonably competent electronic communications operator. We provide the Services on an 'as is' and 'as available' basis. Except as expressly provided in the Contract, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the Services are excluded to the fullest extent permitted by the applicable law. We do not guarantee continuous, error-free, or secure access to our Services, particularly where they integrate with Third Party systems. To the extent applicable at law, we are not liable to you or any Third Party using the Services for any direct or indirect losses or damages that may result from the use of or inability to use the Services, including but not limited to failure of Third Party services that rely on our Network.

11.4. 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 Services or our Network. 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.

12. Data Privacy

12.1. 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 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.

13. Other Important Terms

13.1. Interpretation: Headings in this Contract are for convenience only and shall not affect its interpretation.

13.2. Severability: If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected.

13.3. 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.

13.4. 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.

14. Definitions:

14.1. **Account**: The account associated to your unique email address, created when you subscribe to the Services, which holds details related to your subscription. For the avoidance of any doubt there is one Account for all Services provided by us.

- 14.2. **Bill:** A periodic statement issued by us that details the Charges incurred by you for the Services within a specific period, including any applicable taxes, fees, and other amounts owed under the Contract.
- 14.3. **Charges:** The charges for the Services, as published in the respective Contract Summary and Terms and Conditions and/or Schedule of Charges (including, but not limited to, connection charges, Monthly Access Fee, out of bundle charges, reconnection charges, Early Termination Fees, Equipment Non-Return Fees, Downgrade Fee and other administrative charges) and charges for Third Party Services which you may choose to receive (if applicable).
- 14.4. **Committed Plan:** A Pay Monthly Tariff Plan with a Contract Duration longer than one (1) month, subject to an Early Termination Fee and respective administrative fee if cancelled before expiry.
- 14.5. **Content:** Any material, including text, images, audio, video, software, applications, or other data, that you may access, download, upload, or transmit through the Services, whether supplied by us, a third party, or another user.
- 14.6. **Contract:** shall mean a legally binding contract you have entered into with us for the provision of the Services or bundled services (where the bundled services include inter alia the Services); the Contract consist of the documents referred to in Term 1.2 and 1.3.;
- 14.7. **Contract Summary:** A summary document provided to you that outlines key aspects of the Contract, such as the Services, Contract Duration, Charges, and other essential terms and conditions, in accordance with applicable regulatory requirements.
- 14.8. **Contract Duration:** The initial period of the Contract which starts to run from the Commencement Date.
- 14.9. **Device:** Any mobile phone, tablet, or other electronic device owned by you that you use to access the Services.
- 14.10. **Downgrade:** Migration from one Pay Monthly Tariff Plan to another one with a lower Monthly Access Fee, subject to the Downgrade Fee and Administrative Fee stipulated in your Contract Summary or Schedule of Charges. For avoidance of doubt, migrating from a Committed Plan to a Non-Committed Plan is not permitted; you must terminate your Committed Plan and pay any applicable Early Termination Fee.
- 14.11. **Early Termination Fee:** The fee or charge payable by you if you terminate the Contract before the end of the Contract Duration, as detailed in the Schedule of Charges, Contract Summary or relevant terms of the Contract.
- 14.12. **Equipment:** any equipment (devices, cables, wiring and/or other instruments) that is supplied by us for the installation, access to or use of the Services;
- 14.13. **Force Majeure Events:** events which include, but is not limited to, act(s) of God, natural disasters (such as floods, earthquakes, droughts, lightning or fire, volcanic eruptions), severe weather, power supply issues, strikes, lockouts, labour disputes, government actions or restrictions, actions by road transport or telecommunications authorities, public authority actions, war, terrorist attacks, pandemics, military operations, riots, delays or interruptions in equipment supply, or any acts by suppliers, agents, or subcontractors. Any similar or unforeseen events outside our control also apply.
- 14.14. **Monthly Access Fee:** The recurring monthly fee that you are required to pay for the Services, as specified in the Contract Summary or Schedule of Charges.
- 14.15. **Monthly Bundle:** A package of Services provided on a recurring monthly basis as indicated in your Contract Summary. Any unused allowances may expire at the end of the month, unless otherwise specified, and additional usage beyond the Monthly Bundle allowance may incur out of bundle charges.



- 14.16. **Non-Committed Plan:** A Pay Monthly Tariff Plan on a month-on-month basis, renewing automatically each month and cancellable anytime without an Early Termination Fee, subject to administrative fee as per Schedule of Charges.
- 14.17. **Network:** The telecommunications infrastructure, including all equipment, software, and hardware, used to provide the Services, including but not limited to mobile towers, Radio Base Stations, transmission links, and associated systems.
- 14.18. **Radio Base Station:** A part of the telecommunications Network, consisting of antennas and equipment that provide wireless communication services to mobile devices within a specified area.
- 14.19. **Services:** The telecommunications and related services that we provide to you, including data and any ancillary, associated or future services as described in the Contract and relevant documentation.
- 14.20. **Schedule of Charges:** The list of fees and charges related to the Services and in force from time to time, available at: <https://www.epic.com.mt/tc-general/>.
- 14.21. **Sign-Up Form:** The form, whether physical or digital, that you must complete to subscribe to the Services, which sets out your personal details, selected Service options, and any other required information for subscription to Services.
- 14.22. **Terms:** These Terms and Conditions, which govern your use of the Services, including any updates or amendments, together with any applicable policies or documents referenced herein.
- 14.23. **Third Party:** Any person, company, or entity other than you or us that provides goods or services, including content, applications, or support services, in connection with the Services.
- 14.24. **Upgrade/Same Level Migration:** Migration from one Pay Monthly Tariff Plan to another with the same or a higher Monthly Access Fee. For avoidance of doubt, migrating from a Committed Plan to a Non-Committed Plan is not permitted; you must terminate your Committed Plan and pay any applicable Early Termination Fee.