



## MOBILE GENERAL TERMS AND CONDITIONS

### 1. General application

- 1.1. These Mobile General Terms and Conditions ('Terms') govern the provision and the use of Top-Up and Pay Monthly mobile 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](http://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 Pay Monthly 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 for Pay Monthly Services becomes effective when you sign it, or in case of Top-Up Services, when the Services are activated. The Contract Duration starts when the Services are activated.
- 2.3. Activation: We aim to activate your Pay Monthly Services within five (5) working days of signing your Contract. Activation of Top-Up Services is immediate once you insert your SIM into your Device and then sending a Free blank SMS to 16290. 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 Pay Monthly 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. Pay Monthly Services: Upon subscribing to a Pay Monthly Tariff Plan by entering a Contract, you will benefit from the Monthly Bundle which may include data, minutes and SMS 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. Top-Up Services: Top-Up Services allow you to add credit to your Account, which can be used for various services, including but not limited to calls, SMS, data, in accordance with the applicable rates at the time of use. Top-Up Services also include pre-paid bundles or add-on services, which you may purchase subject to applicable terms and conditions. Your use of Top-Up Services constitutes your consent with these Terms.
- 3.3. Charging and Consumption: The Services are charged as follows:
  - 3.3.1. Mobile data sessions are charged on the basis of the volume of data used, unless stated otherwise in your tariff plan. Our determination of the data usage is conclusive. Data usage indications shown on your Device may not always be accurate.
  - 3.3.2. Each SMS is charged as a separate message for every 160 characters (or part thereof). Although we make every effort to deliver all SMS, you are liable for all Charges for SMS that are not delivered. Charges apply as soon as you send an SMS.
  - 3.3.3. Voice calls are charged based on the duration of the call and in accordance with your Tariff Plan. Charges will apply as soon as the call is connected, and you are liable for all charges, this may include calls that are not answered.
- 3.4. 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.
- 3.5. Mobile Number: You shall not have any proprietary rights whatsoever on any Epic number as we may from time to time allocate to you. We reserve the right at any time to alter or replace a mobile number, code or other identifier associated with the Services.
- 3.6. Call Divert & Voicemail Service: If you are subscribed to Pay Monthly Services, you can redirect incoming calls to another mobile or fixed-line number. You can divert your calls to another Epic mobile number free of charge. The calls diverted to fixed numbers or non-Epic numbers (whether in Malta or abroad) will be charged in accordance with the applicable Tariff Plan call rate. All incoming voice calls which are not diverted, answered or received when your Device is switched-off or out of coverage will be automatically diverted to our voicemail service. This functionality may be altered through your Device settings. Accessing the voicemail is free of charge, except when roaming, in which case the standard roaming rates for calls apply. For more information visit: <https://www.epic.com.mt/voice-mail/>
- 3.7. Directory Services: You have the option to include your personal data in a publicly available directory. You can change your directory preferences at any point of time during your Contract.
- 3.8. Porting:
  - 3.8.1. If you wish to port-out from our Network, you must contact the new operator and follow their porting requirements. Successful porting will be treated as a termination of your Contract. You may also request to port out your number up to one (1) month from the date of termination of the Services.
  - 3.8.2. We may decline any porting requests if any Charges are overdue, or if you are benefiting from a subsidised Device or Device monthly payment scheme and you have dues on such Device that have not been paid within the normal period agreed to, or if the details you provide to the operator do not match those on our systems.

3.8.3. We strive to complete your port-in or port-out requests within the shortest time possible. Please contact us in the event of porting delay and we will deal with your query and advise on any potential compensation or refund arrangements in accordance with Term 9.

3.8.4. If you are subscribed to Top-Up Services, you will be entitled to a refund, upon request to us, of any remaining monetary credit in your Account immediately on the port-out being completed. The request for refund has to reach us within two (2) weeks from successful port-out. An administrative fee of €5 will apply to process this refund.

### 3.9. Roaming:

3.9.1. Roam Like at Home: You may use the Services outside of Malta, however, access to foreign Networks depends on the arrangements between foreign operators and us. Roaming charges for the use of Services apply when outside our Network. Under EU Roaming Regulations, you can use your monthly domestic minutes, SMS and data allowance while roaming in the EU/EEA in the same way you use your allowance in Malta ('Roam Like at Home'). A *Roaming Fair Use Policy* available at: <https://www.epic.com.mt/tc-general/> applies for Roam Like at Home.

3.9.2. Rest of World: Unless specified otherwise by us, for any other destination the monthly allocations cannot be used while roaming. In case you are subscribed to Pay Monthly Services by default a Traveller Tariff Plan will apply when roaming outside EU. You may not opt out from the Traveller Tariff Plan. In case you are travelling in countries where Traveller is not available, you will be charged based on your usage. For the avoidance of doubt, the United Kingdom ('UK') is not considered part of the EU footprint for our Top-Up subscribers. If you are subscribed to Top-UP services, please refer to your Tariff Plan Specific Terms and Conditions for information on applicable roaming charges. For all charges related to roaming visit: <https://www.epic.com.mt/international/going-abroad/>.

3.9.3. Quality of Services whilst Roaming: Whilst roaming, the service quality depends on factors beyond our control, including but not limited the foreign operator's Network build, quality, coverage, technological factors, service outages, foreign policies, weather conditions, other Third Party influences. These factors may lead to a lower quality of service when compared to using the Services locally, also, issues such dropped calls, lost or undelivered SMS, slower internet speeds or other connectivity issues may occur. Roaming data quality of service can also vary depending on the service provided by the Network of the country you are visiting. You should receive the same data speeds as in Malta if such speed is available on the foreign Network. Conditions may change frequently due to new or amended agreements with foreign operators. For more information on expected data speeds in the country you are visiting, please visit <https://www.epic.com.mt/quality-of-service-whilest-roaming/>.

3.10. Emergency Calls: The 112-emergency phone number is available everywhere in the EU and calls are free of charge.

3.11. Calling and/or Sending Messages Abroad: Unless provided otherwise, any calls or SMS from Malta to foreign numbers will not be consumed from your Monthly Bundle or Top-Up Plan allowance and will be charged separately at rates available at: <https://www.epic.com.mt/international/calling-abroad/>

3.12. Premium and Value Added Services: Any activity made towards local or foreign premium-rated numbers or other value added services will not be consumed from the Monthly Bundle or Top-Up allowance and will be charged separately. For rates applicable in Malta visit: <https://www.epic.com.mt/support-paymonthly/> and for international premium numbers visit: <https://www.epic.com.mt/international-premium-numbers-charging/>.

## 4. Equipment

- 4.1. Equipment Provided by Epic: We will provide you with and license you to use an Epic SIM Card. 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. You are required to follow the manufacturer and any instructions provided by us regarding the use of the Equipment. The Equipment must be returned to us if we request it.
- 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. If the Equipment is damaged beyond normal wear and tear, lost or stolen, we may charge you a fee for its repair, replacement.

## 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. We also do not guarantee that calls will not be dropped, 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 on an Epic's Network level:

	Mobile Voice	Mobile Data
Initial Connection (Call Setup Success Rate)	>99%	>99%
Failure probability (session/call drop)	<0.5%	<1%
Call signalling delays (Call setup time)	<8s	NA

- 5.3. Network Coverage: The quality of the Services, including but not limited to data speed, is directly dependent on the availability of radio coverage. Check our online coverage map for more information on outdoor coverage: <https://www.epic.com.mt/ssp/networkcoveragemap> This map is only an indication and does not guarantee any specific coverage. We provide 99% outdoor population coverage for voice and SMS services and 98.9% outdoor population coverage for mobile data services at a minimum speed of 1Mbit/s. We cannot guarantee any Network coverage whilst indoors. We are not liable or responsible in any manner whatsoever in the event of any claims regarding non-coverage of Services.
- 5.4. Coverage Limitations: The Network coverage, quality of service and mobile data speeds on your Device vary due to Network congestion and other factors beyond our control, so we cannot always guarantee maximum speeds. Factors affecting Network coverage, quality of service and mobile data speeds include:
  - 5.4.1. the technology supported on the Network;
  - 5.4.2. your Device;
  - 5.4.3. limitation related to the particular Services you are subscribed to;
  - 5.4.4. the radio signal quality, affected by interference from Third Party equipment;
  - 5.4.5. availability of Radio Base Stations;
  - 5.4.6. local factors such as buildings, trees and weather conditions;
  - 5.4.7. 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).

- 5.5. 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.
- 5.8. Blocking of Calls to Protect Subscribers from Scam Calls: In accordance with the MCA's Decision Notice on preventative measures to mitigate CLI spoofing and vishing scams, with effect from 1 November 2024, telephony providers in Malta, including Epic, may block calls that correspond to the following scenarios in order to prevent potential scam calls. These scenarios comprise of calls where the calling party number is a Maltese phone number starting with '1', '2', or '8'
- 5.8.1. towards foreign numbers that are forwarded to a Maltese number;
  - 5.8.2. towards outbound roamers that are late forwarded to a Maltese number; and
  - 5.8.3. originated through 'overseas solutions' (e.g. internet-based or cloud-based telephony services) offered by unauthorised telephony providers

## **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 or to send unsolicited commercial messages. Use of the Services is intended for personal and individual use only (unless specifically sold for business purposes) 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 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, 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.

- 6.3. Network Integrity: You must not 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 Device 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.

### Terms applicable to Pay Monthly Services:

- 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:

<b>Service</b>	<b>Applicable Administrative Charge incl. VAT</b>
Migration from mobile Pay Monthly Tariff Plan to a Top-up Plan	€10 one-time charge
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.

**Terms applicable to Top-Up Services:**

- 7.12. **Credit Top-Up:** You can add credit to your Account to use the Top-Up Services. The credit will decrease as you use the Services. Once the credit is exhausted, you cannot use the Services except for emergency calls. Credit top-ups are processed in real time and you will receive an SMS notification each time you top-up successfully.
- 7.13. **Top-Up Options:** You may top-up your credit via one of the following methods, which can be updated from time to time at our discretion:
- 7.13.1. Through your online Epic Account on our website or [Epic App](#), by clicking on Top Up;
  - 7.13.2. Top-Up Voucher;
  - 7.13.3. Bank ATM;
  - 7.13.4. Mobile SMS Top-Up for BOV and HSBC customers;
  - 7.13.5. Set up Easy Top-Up from your Epic account on our website.

- 7.14. Account Inactivity: If you do not use the Top-Up Services for any chargeable activity for one hundred eighty (180) consecutive days, your unused credit will be lost and your number will automatically be disconnected. You will be notified via SMS thirty (30) days before this disconnection. A chargeable activity is a top up of credit to your Account or an outgoing activity that results in the deduction of credit from your Account such as a call, or an SMS; or a data session; or a bundle purchase.
- 7.15. Add-on Bundles: Please note that delays may occur in the charging and provisioning of add-on bundles and services. This results in a reduction in your credit when making any type of usage until the bundle is assigned.
- 7.16. Failed Top-ups: In case that an online top-up is not honoured or is reversed by bank, we may remove the credited amount from the Account you topped up the credit to.

## **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 Term 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. Device 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 the applicable penalty (if applicable), we have the right to not only disconnect your Services but also to blacklist your Device if the Device was given to you free as part of your tariff plan or if you are benefiting from a subsidised Device or Device monthly payment scheme. The Device will be unusable on our Network or any other local Network. This Term applies only if you are subscribed to Pay Monthly Services.

- 8.5. Contract Termination: Unless specified otherwise, you can request to terminate your Services by contacting our Customer Care or visiting one of our retail stores. You will be requested to complete 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](mailto: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 (e.g. roaming charges that are subsequently advised to us by our roaming partners). 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. If you benefit from a subsidised Device, you acknowledge that the said Device shall become your property upon having paid all monthly charges up to the date of expiration of your Contract.
- 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: If you are a consumer, meaning you are a natural person acting for purposes outside of trade, business, or profession, 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](mailto: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.
- 8.11. Termination of Top-Up Services: You may terminate your Top-Up Services without prior notice or Termination Charge, unless you entered into Top-Up Contract which specifies otherwise. In such an

instance you must personally request a termination of Contract at one of our retail outlets, where you will be advised of and asked to pay the penalty fee if applicable.

## 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 e-mail address, created when you subscribe to the Services, which holds details related to your subscription.
- 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 (which may vary depending on the type of call made), 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. **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.
- 14.5. **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.
- 14.6. **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. and any documents referred therein.
- 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, including but not limited to a SIM card.
- 14.13. **EU/EEA:** The European Union (EU) and European Economic Area (EEA), which includes all EU member states plus Iceland, Liechtenstein, and Norway.
- 14.14. **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.

- 14.15. **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.
- 14.16. **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.
- 14.17. **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.
- 14.18. **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.
- 14.19. **Pay Monthly Services:** The mobile Services that are provided to you under a subscription-based model, where you are billed on a monthly basis for the Services.
- 14.20. **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.
- 14.21. **Services:** The telecommunications and related services that we provide to you, including mobile voice, data, messaging, and any ancillary, associated or future services as described in the Contract and relevant documentation.
- 14.22. **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/>.
- 14.23. **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.
- 14.24. **SIM:** The Subscriber Identity Module, a card (or in the case of an eSIM, a digital equivalent embedded within your Device) that stores your mobile number and network credentials.
- 14.25. **Terms:** These General Terms and Conditions, which govern your use of the Services, including any updates or amendments, together with any applicable policies or documents referenced herein.
- 14.26. **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.
- 14.27. **Top-Up Services:** The mobile Services that are provided to you on a prepaid basis subject to topping up your credit or paying for the Services in advance.
- 14.28. **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.