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Device Financing Contract

1. The Epic Device Financing Scheme (the 'Scheme') is offered by Epic Communications Limited ('we') to its new and existing consumer customers ('you') under these terms and conditions ('Terms'). By subscribing to the Scheme, you are automatically accepting to adhere to these Terms, Mobile General Terms and Conditions, General Promo Terms and Conditions and any other relevant terms and conditions which will constitute a legally binding agreement between you and us (the 'Contract').

You may benefit from this Scheme as from the 1st May 2021. This version of the Terms is applicable as from 26.02.2026.

2. Through the Scheme you are purchasing a mobile device, an accessory, laptops, gaming consoles, a TV set or any other item explicitly indicated by us (the "Device") by means of monthly payments made for a thirty-six (36) month term (the 'Contract Term') unless terminated in accordance with these Terms.

A one-time activation fee of €9.99 applies upon subscription to the Scheme (after the successful completion of the vetting process).

3. Contract duration: 36 months

4. Eligibility

- 4.1. You can benefit from this Scheme only if you subscribe to a pay monthly mobile plan offered by us which is described on our website as being compatible with this Scheme (the 'Eligible Plan'). You can find the list of Eligible Plans here: <https://www.epic.com.mt/support-paymonthly/>.
- 4.2. The Scheme is available with any Device available at our retail stores or online shop with a selling price equal to or higher than €100.
- 4.3. We reserve the right to accept or refuse you as our customer. Our acceptance and conclusion of the Contract and provision of the Scheme are subject to:
 - 4.3.1. our assessment of your creditworthiness;
 - 4.3.2. valid proof of your identity and address and such evidence of residency in Malta, as we may require;
 - 4.3.3. valid proof of a long-term commitment to reside in Malta, as we may require;
 - 4.3.4. you being over eighteen (18) years of age;
 - 4.3.5. valid proof of your employment;
 - 4.3.6. any other documents that we may reasonably request;
 - 4.3.7. truthful and accurate provision of all requested information and data at the point of placing the order, or any other additional information as we may reasonably request;
 - 4.3.8. payment in advance when deemed necessary on the basis of credit rating status and history with us;
 - 4.3.9. security deposit as may be reasonably required by us as a guarantee for the fulfilment of your obligations. Such deposit will be refunded to you at the end of the Contract subject to the payment of all outstanding Monthly Payments and settlement of any other bills.
- 4.4. You may be eligible for a maximum amount (the 'Device Financing Amount') that can be financed through this Scheme. The Device Financing Amount is determined based on various factors, including your selected Eligible Plan, your credit standing, and the outcome of our assessment process.
- 4.5. We reserve the right to carry out further credit checks and other related checks during the Contract Term in order to safeguard our interests and ensure that you are and remain eligible for the Scheme. Should we have reasonable cause to believe that you are no longer eligible, we reserve the right to terminate the Contract. In such case, you shall be liable to pay any outstanding amounts in full immediately upon termination.
- 4.6. We reserve the right to limit the number of Devices offered to a single person.

5. Payment



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- 5.1. The Device Financing Amount shall be paid in thirty-six (36) equal monthly payments ('Monthly Payments'), which are inclusive of applicable VAT but excluding any other applicable taxes.
- 5.2. Subject to your regular payments, the Monthly Payments are interest free. Each Monthly Payment shall appear and be charged on the same bill as your Eligible Plan for the duration of the Contract Term. You accept that the payments due in terms of your Eligible Plan and this Contract shall be paid via direct debit.
- 5.3. In the event that the Device which you select is of a higher value than the Device Financing Amount, you will be required to pay the difference in value immediately upon signing the Contract.
- 5.4. You will still be responsible to pay all remaining Monthly Payments for the Contract Term if the Device is damaged, lost or stolen or if the Device develops a fault and we shall not be held liable in any such case. Faults developed during the statutory guarantee period shall be handled in accordance with obligations at law.

6. Termination

- 6.1. The Contract is set for the Contract Term, unless you:
 - 6.1.1. Pay entire outstanding balance of the Device Financing Amount in full prior to the end of the Contract Term; for more information visit one of our retail stores or contact our customer care;
 - 6.1.2. Cancel or terminate the Eligible Plan, in such case you shall be liable to pay the remaining unpaid balance of the Device Financing Amount in full immediately upon cancellation or termination. For the avoidance of doubt, any applicable termination fees related to the early termination of the Eligible Plan shall also apply.
 - 6.1.3. Fail to comply with any of your obligations under this Contract, including but not limited to the provision of false or misleading information during the application process, which may result in immediate termination and the full remaining balance of the Device Financing Amount becoming immediately due.
- 6.2. Apart from instructions by You to terminate the Contract or your Eligible Plan, you understand that the following circumstances shall also automatically bring about the termination by you of this Contract and that term 5 shall apply:
 - 6.2.1. A request for change of ownership of your Eligible Plan;
 - 6.2.2. A request to downgrade or move to a pay monthly mobile plan that is not the Eligible Plan;
 - 6.2.3. A request to port-out from your Eligible Plan to another service provider;
 - 6.2.4. A request to alter this Scheme in any way; or
 - 6.2.5. Failure to maintain the Eligible Plan active or breach of any other contractual terms related to the Eligible Plan.
- 6.3. We may suspend, restrict or terminate this Contract and your Eligible Plan if you breach any of your obligations under the Contract, including but not limited to persistent late or non-payment of your Monthly Payments. Suspension or termination may also occur if we reasonably suspect fraudulent activity or misuse of the Device or Scheme.
- 6.4. In the event that we reasonably suspect fraudulent activity or misuse of the Device or you fail to pay the Eligible Plan Monthly Access Fee and/or the Monthly Payment for two (2) consecutive months, we reserve the right to deactivate and/or blacklist your Device. In order to re-activate your Device you would need to pay any outstanding amount in full, an administrative fee of €20 and any other termination or administrative charges as applicable with your Eligible Plan. If payment is not made within thirty (30) days of deactivation, we reserve the right to terminate the Contract and initiate debt recovery procedures, which may include involving debt collection agencies or legal action to recover the outstanding amounts. You will be responsible for any costs incurred as a result of such recovery actions.

7. Legal ownership

- 7.1. On the 5th calendar day of the month following entry into this Contract between you and us, any and all rights arising out of this arrangement in favour of us shall be assigned to MeDirect Bank (Malta) plc which shall from such day be the legal owners of any rights arising between us and you under these Terms unless we advise you otherwise. This will further involve the sharing of certain personal data relating to you and your participation in this scheme



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with MeDirect Bank (Malta) plc, the particulars of which are set out in our dedicated privacy notice accessible at <https://www.epic.com.mt/wp-content/uploads/2024/04/Schedule-8-Privacy-Policy.pdf>

- 7.2. For the avoidance of doubt, we will continue to be liable to you for any obligations arising out of these Terms, including without limitation matters relating to Device warranties.
- 7.3. By accepting these Terms, you acknowledge and accept that MeDirect Bank (Malta) plc is the rightful owner of the rights arising between us and you under these Terms. We will continue to correspond with you and we will continue to issue invoices to you. When doing so, we are acting on behalf of and collecting any funds for the benefit of MeDirect Bank (Malta) plc.

8. General

- 8.1. Once we provide you with the Device, ownership transfers to you. The risk of loss, theft, or damage to the Device passes to you upon delivery or collection, whichever occurs first. From that point, you are responsible for the safekeeping, proper care, and diligent use of the Device, battery and any other accessories provided with the Device throughout the Contract Term. It is also your sole responsibility that the Device is used in a manner consistent with the manufacturer's recommendations and instruction manuals.
- 8.2. Except as required by law, we shall not be liable for any indirect, incidental, consequential, or punitive damages arising from the use or inability to use the Device or services associated with the Scheme. Our liability for any direct damages shall be limited to the value of the Device financed under this Contract.
- 8.3. We shall not be liable for any failure or delay in performance under this Contract caused by events beyond our reasonable control, including but not limited to natural disasters, strikes, governmental actions, or other force majeure events. In such cases, our obligations under this Contract shall be suspended for the duration of the event.
- 8.4. 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.
- 8.5. We reserve the right to suspend indefinitely or for a definite period, amend/alter/delete or terminate these terms and conditions or the Scheme at any time at our sole discretion.
- 8.6. You are advised to visit our website [epic.com.mt](https://www.epic.com.mt), call our Customer Care on 247, send us an email on 247@epic.com.mt or visit one of our retail outlets or authorised dealers, to learn more about this Scheme.