

# Terms and conditions of epic subscription contract

The Customer's Subscription Contract with epic is made up of different parts. These terms and conditions define the provision of Services and access to the Network as well as the use of Equipment sold or made available to the Customer by epic. The following terms and conditions are provided at [www.epic.com.cy](http://www.epic.com.cy) or by calling 136:

- Terms covering the prices and types of calls, messages and data.
- Other terms relating to other Services, offers and promotions.

All these documents together along with the application make up this Agreement and determine the provisions of epic's Services to the Customer.

## 1. Definitions

«**epic**», «**we**», «**us**» or «**ours**» means epic ltd.

«**Agents**» means any contractors, distributors, suppliers, dealers or Agents appointed by epic to fulfil epic's obligations under this Agreement.

«**Directory Information Service**» means the database of the universal telecommunications Service provider, where the Customer's personal data is communicated with his/her consent by epic.

«**Commissioner**» means the Commissioner of Electronic Communications and Postal Regulations.

«**Minimum Period**» means a period of 1 month, 12 months, 18 months, or 24 months as specified in the Customer Subscriber Contract (or any other period agreed in writing) from the date of commencement indicated in Clause 2 below.

«**SIM Card**» is the subscriber-Customer identity part needed to operate his/her mobile phone and through which the Customer is connected to epic network and means any SIM Card issued by epic to the Customer.

«**Equipment**» means any terminal Equipment device which is provided with or separately to the Subscription Contract (including mobile phones, laptops, tablets, netbooks and/or any other device)

«**Law**» means the Regulation of Electronic Communications and Postal Services Law (N.112 (I)/2004) and comprises any Law amending or substituting it from time to time.

«**Default Rate**» is the rate of 2% above the prevailing base rate of the Central Bank of Cyprus per month or any other rate notified to the Subscriber's account and it applies from the payment due date to the date where the payment received in full by epic.

«**Customer**», «**you**» or «**your**» means the person who completes and signs the Subscriber Agreement under this Agreement.

«**Personal Identification Number (PIN)**» means the secret Personal Identification Number (PIN) assigned to the Customer or created by the Customer for purposes of access to certain Services.

«**Personal Data**» means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

«**Subscriber Contract**» means this form completed by the Customer with his/her details and signed by the Customer for connection to the epic Services and these terms and conditions.

«**Subscription Package**» means the Customer-selected epic access and talk time, as amended from time to time, which form part of this Agreement.

«**Fees**» means all monthly access charges, monthly cost of Services and monthly charges for call time, and any charges for additional Services as well as Internet usage data payable by the Customer.

«**Customer Service**» means the Service provided to the Customer by the Customer Support Center at 136 for assistance or information related to the Services.

«**Services**» means the Services of epic's Public Mobile Telecommunications Network and related products and Services provided to the Customer by epic or epic Agents from time to time.

«**Bar**» means the suspension of access to epic's Services. It includes either the external barrier, which restricts the use of Equipment to make calls as well as access to Services, or the internal barrier, which restricts the use of the mobile phone to receive calls and to access Services, or both cases.

## 2. Validity period

- (a) This Agreement shall enter into force on the date of Customer's connection with the epic Services so that the Customer has access to them. The connection and the provision of the SIM Card are subject to the acceptance of the Customer's application to epic and requires a payment of a connection fee.
- (b) The Customer's connection to the epic network or to a Service lasts for a Minimum Period. This Agreement will continue to apply for the duration of this Minimum Period. Epic will inform the Customer at least one (1) month prior to for the expiration of the contract, of the monthly renewal and/or of any amendments to the contract terms.
- (c) If the Customer proceeds to the renewal of his/her Contract, the new Minimum Period will start from the date of acceptance of the application. By using the renewal discount either in the monthly fee or in the Equipment, epic will proceed to the renewal of the Contract for the same Minimum Period unless otherwise agreed in the application.

## 3. Coverage, Maintenance and Services

- (a) Quality Level. Epic will use its best endeavours to provide quality Services in accordance with the Defining Quality of Electronic Communications Service Order 2005 as amended or replaced from time to time by the Commissioner. However, due to the nature of the telecommunications, it is impossible to provide its Services seamlessly and the quality and coverage of the Services is partly dependent on the Customer's Equipment, partly from the epic network and partly from other providers and other telecommunications networks which connects with or to which the epic network is connected.
- (b) Coverage and Services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks and provider sites or other operational or technical difficulties which means that you may not receive some or all of the Services in certain areas or at certain times. Data connection speeds are subject to various factors including network coverage, terminal Equipment capabilities and signal strength and therefore we cannot guarantee that your connection will reach any specific speeds.
- (c) The Customer agrees to follow the instructions about the Services and ensure that everyone who uses the Customer's SIM Card also meets the Customer's responsibilities under this Agreement. The Customer agrees that he/she is fully responsible if anyone else, authorized by the Customer or not, uses or misuses the Customer's SIM Card or the epic Services.
- (d) The Customer agrees not to use the SIM Card or Services for any abusive, illegal or fraudulent purpose.
- (e) Epic may prevent the Customer from using the SIM Card immediately, if epic believes it could cause any interference, that the Customer has used it to send spam to other users or that the Customer is sending excessive number of written or other messages, or if they are not approved for use in connection with the Services.
- (f) Using or agreeing to use the Services does not give any rights to the Customer in any part of the Services.
- (g) If the Customer's SIM Card is stolen or the Customer loses it, the Customer must contact epic immediately, so that epic may prevent further use. The Customer will be responsible for all use made or Services accessed via the Customer's SIM Card until epic has been notified of its loss or theft. Epic may charge a replacement fee to the Customer. The Customer must continue to pay his/her monthly charges even if his/her SIM Card has been stolen. This Agreement will remain in force until its terminated in accordance with the provisions of paragraph 15.
- (h) Epic is required to take all necessary technical and administrative measures to ensure the security of its networks and Services, at a level commensurate with the level of risk in accordance with the provisions of the Law. If there is a risk of a network security breach, epic will inform the Customer of this risk and of any possible deterrence, including the cost involved.
- (i) In order to avoid congestion of its network and protect the quality of its Services to its subscribers, epic implements a Fair Usage Policy for its programs, Services and offers relating to unrestricted use and/or and in any other circumstances deemed necessary. Unrestricted usage is mainly for voice calls, video calls, SMS, MMS, data transfer, and Internet usage through the epic

network. Such unlimited usage is offered for private, personal use of the relevant Service and/or offer. Under no circumstances epic permits the unlimited usage for profit purposes or the resale of the Service and its use for commercial purposes such as sending bulk messages to Customer lists of databases instead of using the Bulk SMS Service. In the situation where a Customer uses the Service for profit, reselling or for other purposes prohibited under this term, epic reserves the right, after informing that Customer, to issue additional charges and/or transferring his subscription to another program and/or terminate and/or exclude him from the Service/offer and/or epic's network, temporarily or indefinitely, without further notice. In addition, the use of unlimited voice and/or messaging and/or data and/or the use of the Internet can only be done through a simple telephone device. Any use of a PBX or any other line connected to a computer for making a large number of voice and video calls and/or sending large volumes of messages (SMS, MMS) and/or data is prohibited. Unlimited usage does not include calling and sending SMS and/or MMS abroad, calls and SMS and/or MMS to short Service codes as well as calls, SMS and MMS that are made during roaming. The consumption of unlimited voice and or video calls and/or messages and/or data and/or the use of the Internet is valid for the Customer's billing period.

#### 4. Charges & Payment

- (a) All charges are available to the Customer at epic's website [www.epic.com.cy](http://www.epic.com.cy) or by calling 136. Epic will send the Customer a monthly statement of the monthly fee due. The account statement may be made available by post with the payment of an administrative fee or free of charge electronically. Analytical Account Statement is available free of charge online or may be available by post with the payment of an administrative fee and the same applies for any other Service related to it. The Customer must pay the total amount of his/her account statement by the date indicated on that statement. Epic may later charge for some Roaming Services depending on when such charges reach other Network Providers and providers in general. Epic may charge the Customer interest on amounts not paid on their due date equal to the Default Rate and charge the Customer with any reasonable costs (including legal costs) incurred by epic from collecting money owed by the Customer to epic or exercising any of its legal rights.
- (b) Epic may use any credit balance or security deposit on any of the Customer's accounts or use any money epic owes to the Customer to cover the due fees. Subject to these rights, epic will refund any unused credit or security deposit at the end of this Agreement.
- (c) Epic may, in exercising its discretion, set credit limits for Customer's use of the Services. The Customer must comply with any credit limits set by epic from time to time. Epic may restrict the use of the Services by the Customer without further notice to the Customer if the Customer exceeds the credit limits set by epic. However, the Customer will continue to be responsible for all Charges that will arise and exceed any credit limit in force. Epic will inform the Customer accordingly of any credit limits and/or fees, while equivalent information is available to the Customer at 136 and/or at epic website [www.epic.com.cy](http://www.epic.com.cy).
- (d) The Customer is responsible for the use made by his/her SIM Card(s) issued to him/her until epic deactivates the SIM Card(s). Removing the SIM Card from the Customer's Equipment does not deactivate the SIM Card.
- (e) In the event that epic issues more than one SIM Card to the Customer, all the numbers corresponding to such SIM Cards will be included within a single account and therefore all Fees relating to such numbers will be charged with a unique invoice. In case any Charges related to one or more mobile numbers are not settled within the due date, all epic's Services will be Barred until the Customer fully settles all of his/her SIM Card(s) account.

#### 5. Subscription Plan/s

- (a) The Customer may change from one Subscription Plan to another by giving epic at least one (1) month notice. However, if the Customer's Subscription Plan is provided with a Discount on Equipment, the Customer may not change a Subscription Plan before the end of the Minimum Period. The Customer may contact Customer Service at 136 or visit epic's website at [www.epic.com.cy](http://www.epic.com.cy) to obtain information on Subscription Plans.
- (b) For fees and call charges please visit epic's website at [www.epic.com.cy](http://www.epic.com.cy). Epic reserves the right to adjust call charges periodically by notifying its subscribers accordingly. There might be minimum call charges as detailed in Plan Guides in epic's

website [www.epic.com.cy](http://www.epic.com.cy). If the Customer makes a voice-messaging, fax/data Services and calls to universal access numbers, premium numbers, short and special numbers the Customer will be charged the rate as published by the Service provider of that number, plus the Customer's normal airtime rate. Roaming charges are charged when the Customer uses the SIM while abroad, except within the European Union, when connected to a foreign network, including incoming calls or specifically mentioned. Access to the voice mail menu, calls to universal access numbers, telephone numbers, short and special numbers are governed by different charging principles. The Customer may contact Customer Service at 136 or visit the epic website at [www.epic.com.cy](http://www.epic.com.cy) to obtain billing information.

- (c) The inclusive minutes, text allowances, MB and any other entitlement in any Subscription Package are subject to plan guides and other terms and conditions hence available to epic website [www.epic.com.cy](http://www.epic.com.cy) or at 136. Roaming usage, international calls and SMS are not included in the inclusive entitlements of Subscription Packages or plans guides unless specifically mentioned. The Customer is responsible in checking charges that apply in roaming usage or international usage.
- (d) If the Customer requests an additional Service it is up to the Customer to check what, if any, special terms and conditions there may be for this additional Service. The Customer may visit epic's website at [www.epic.com.cy](http://www.epic.com.cy).
- (e) Roaming charges apply when the Customer is using his/her SIM Card while abroad, except while in the European Union, connected to any foreign network, including charges for incoming or outgoing calls, SMS, data or any other communication or information. Roaming charges can be found at [www.epic.com.cy](http://www.epic.com.cy). Special free call numbers may be charged for by external carriers. The Customer agrees that all charges incur while roaming will be charged to his/her monthly statement. The Customer agrees to pay all charges in full when they are due. There may be delays in epic receiving notice from external carriers of charges to be billed to the Customer. This does not affect epic's right to charge the Customer or receive payment from the Customer. Promotional offers will not apply to the Customer while he/she is roaming. If the Customer is in doubt he/she can call 136 before he/she leaves Cyprus.
- (f) The Customer acknowledges that Service outside of Cyprus is provided by external carriers and is subject to those carriers' terms and conditions. The Customer agrees that epic will not be responsible for the way in which any external carrier provides or fails to provide any Service (including disconnection, lack of coverage, or the performance of that carrier's network).

#### 6. Access to account information of the Customer

The Customer is obliged to inform epic of any changes regarding his/her personal information which was originally provided to epic in his/her Subscription Contract.

#### 7. Credit references and provision of related Services

- (a) Epic may ask for a security deposit and/or impose other conditions upon approving the Customer's application. These may include, but are not limited to, a mandatory payment method or credit limit.
- (b) When the Customer asks for additional Services, epic may ask from him/her additional recommendations for his/her credit ability and/or security deposit for that Service and may additionally impose credit limit. Roaming, international calls/SMS and premium Services might be subject to deposit and credit limits.
- (c) Epic may decline the Customer's application (and/or any request for additional Services) or provide a restricted Service at epic's discretion and epic is under no obligation to disclose epic's credit criteria or the reasons for epic's decision.

#### 8. SIM Card and Personal Identification Number (PIN)

For the Customer Protection, the Customer must protect the SIM Card with its own Personal Identification Number (PIN) that is confidential to the Customer. The Customer must not disclose or keep a record of his Personal Identification Number (PIN) on or near the SIM Card or his/her Equipment.

#### 9. Provision of Hardware and Additional Services

- (a) If the Customer has acquired Equipment from epic, epic is supplying it him/her because the Customer has agreed to enter into a Subscription Contract and to receive the Services for a Minimum Period.

- (b) If the Customer has acquired Equipment somewhere else, ex. from abroad or used, and it does not support all of the Services offered by epic, epic is not under any obligation to take any action so that he/she can access any such Services.
- (c) Epic does not make any warranty as to the accuracy, completeness or currency of any content or material which the Customer may access or have provided to him/her, using epic's Services and epic accepts no responsibility or liability for the quality or nature of Services provided by a third party.
- (d) Content or material which the Customer may access or has been provided to him/her, using epic's Services, is for the Customer's use only. The Customer may not forward such content or material to any third party or interfere with it in any way.
- (e) The Customer agrees that he/she is responsible for ensuring that he/she has the right to send all data and information that he/she sends when using the Services. The Customer acknowledges that epic may alter any data or information that the Customer sends when using the Services in order to enable delivery of that data or information to the recipient.

## 10. Mobile numbers and number transfer

- (a) Mobile numbers allocated to the Customer by epic are no property of the Customer.
- (b) Epic may be required by Law, under contracts with other network operators or for other reasons to change the Customer's SIM number(s). Epic will do its best to complete any change required. Epic will not be liable for any costs which the Customer, or anyone else, may incur as a result of such change.
- (c) If the Customer's connection to the Services, disconnects by the Customer or epic, epic may allocate the Customer's SIM number to another Customer.
- (d) Transferring the Customer's mobile number from another Cyprus network will follow the procedure provided for in the Law, its Regulations and the Commissioner's Orders.

## 11. Data protection

- (a) Epic, may process, use or disclose your personal data, pursuant to Regulation (EU) No 2016/679 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.  
Such data, may include amongst other, your name, surname, email, address, your debit or credit card details, bank details and other payment information as well as your billing records.
- (b) Generally, epic, may collect your Personal Data when you:
  - (i) register as an epic subscriber,
  - (ii) enter any promotions, competitions or prize draws through one of our Services,
  - (iii) make changes to, or close your epic account,
  - (iv) buy from us - whether it's in an epic shop, online, over the phone or somewhere else.
- (c) Your Personal Data shall be strictly processed, used or disclosed by epic solely for the purposes of:
  - (i) fulfilling our obligations and providing you the Services required under this Agreement,
  - (ii) managing your account and help you to manage your account,
  - (iii) getting in touch with you (e.g. if we need to tell you about any problems with a service),
  - (iv) recovering any money, you might owe us,
  - (v) complying with any legal and/or regulatory obligation to which epic, as the Controller, is subject to,
  - (vi) maintaining our client relationship management systems,
  - (vii) client support,
  - (viii) checking your creditworthiness, credibility and payment integrity so we can assess and decide on whether we can give you (and members of your household) credit, credit-related Services,
  - (ix) resolving client complaints and handling requests and enquiries,
  - (x) conducting investigations relating to disputes, billing, suspected illegal activities or fraud,
  - (xi) processing of payment instructions, direct debit facilities and/or credit facilities requested by you,
  - (xii) analysing your use of the products and/or Services to help us improve, review, develop and efficiently manage the products and/or Services offered to you,

- (xiii) managing our network,
- (xiv) your personal information may be shared with other network operators, so you can make and receive calls, so epic may transfer numbers from one network to another and to monitor or investigate fraud. Epic may also need to give your personal details to emergency services.

- (d) For the purposes listed in paragraph 11(c) above, your Personal Data may also be disclosed to the below epic's representatives, suppliers and associates who help us run our Services:

- (i) Infocredit Group Ltd
- (ii) Huawei Technologies (Cyprus) co., Ltd
- (iii) E-Value S.A.
- (iv) Iron mountain Inc.
- (v) JCC Payment Systems Ltd
- (vi) Othisi S.A.
- (vii) GCC Computers Ltd
- (viii) M.T. Fonemaster Ltd
- (ix) SALESTALKPRO Ltd

You can always visit our website, [www.epic.com.cy](http://www.epic.com.cy) for any updates and/or edits related to our associates/suppliers/representatives.

- (e) How do we transfer information about you?

Transfers within the epic Network.

Information about you may be transferred and/or disclosed to other epic entities for any of the purposes listed in paragraph 11(c) above. As a result, your information may be transferred and stored outside Cyprus. This includes countries outside the European Economic Area (EEA) and countries that don't have laws considered to provide adequate protection for personal information. Such transfers shall apply provided that the appropriate standard data protection clauses have been agreed between epic Ltd and other epic firms or third-party providers, as adopted by the European Commission or other safeguards meeting the requirement of the European General Data Protection Regulation for transfers of personal data outside the EEA.

- (f) How long we keep your Personal Data?

For as long as it is required for a relevant purpose described in this notice. We may retain it for longer, if that's required or permitted by applicable law or regulation.

- (g) Your rights:

- (i) You may request from us a copy of your information,
- (ii) Request us to correct, update or delete your information,
- (iii) You have the right to lodge a complaint with the supervisory authority if you think that any of your personal data rights have been infringed by epic.  
([commissioner@dataprotection.gov.cy](mailto:commissioner@dataprotection.gov.cy)),
- (iv) The right to request that we restrict the processing of your Personal Data in certain circumstances.

However, there may be circumstances where you ask us to restrict the processing of your information, but we are legally entitled to refuse that request.

Please note that if your Personal Data has been provided to epic by a third party (e.g. a referrer), you should contact that organisation or individual to make such queries and/or complaints.

For any further information on how epic uses your Personal Data, you may contact: Email: [dpo@epic.com.cy](mailto:dpo@epic.com.cy)

## 12. Directory assistance and listing

Epic may include the Customer's personal information in any telephone or similar directory or directory enquiry Service provided or operated by epic, or by a third party subject to any objection or preference the Customer may have indicated to epic. If the Customer indicates that he/she wishes to be listed in the Cyprus Directory Information Database and/or for directory assistance, the Customer's name(s), telephone number(s) and address details will be given to the universal Service provider for listing. If the Customer is listed, he/she may request the amendment of the Customer's listed data at any time.

## 13. Limitations of Liability

- (a) Epic has no liability other than the duty to exercise the reasonable skill and care of a competent telecommunications Service provider or retailer. Epic does not accept liability for indirect or consequential loss, such as loss of profits, business, costs, expenses or any other form of economic loss.
- (b) Epic will not be liable for any delay or failure of the Services or for any loss or damage from such delay or failure to the extent that it

was caused, in whole or in part, by an act of God, war, terrorism, civil disobedience, riots, strike, industrial stoppage or unrest, fire, volcanic eruption, earthquake, shortage of suitable labour, materials, Equipment or energy or any other event beyond epic's reasonable control.

- (c) Except as expressly set forth in this Agreement, all conditions, warranties and representations implied by statute, common law or otherwise in relation to epic's provision of the Services are hereby excluded to the fullest extent permitted by Law.
- (d) The Customer agrees to keep epic protected against any legal action taken against epic and to meet any losses epic may incur as a result of such use of the Services.

#### 14. Transferring Responsibilities

- (a) Epic may transfer to someone else the whole of this Agreement and/or any interest in epic's network.
- (b) The Customer's interests in this Agreement are personal to the Customer and he/she may not transfer or on-sell the Agreement or any benefit or obligation under it to another person without epic's consent. If the Customer is a company and the Customer's effective management or control is changed in any way, epic may treat this as a transfer of this Agreement entitling epic to end it.
- (c) The Customer must pay any costs in respect of recording any transfer to which epic consent (including epic's costs in checking the creditworthiness of the transferee). epic's normal credit criteria will apply to any proposed transferee.
- (d) Epic retain the right to alter Services and/or terms and conditions for the proposed transferee.

#### 15. Ending or Suspending this Agreement

- (a) This Agreement may be ended either by the Customer or epic by giving at least one calendar months' notice. The Customer's connection to epic's network or the particular Service will be terminated within one calendar month after receiving the Customer's notice and this shall be the time of disconnection.
- (b) If the Customer requests epic to, or epic select to terminate the Customer's connection to the Services, he/she must pay epic in respect of each connection he/she has:
  - i. the entire subscription fee of the month in which the Customer terminates the agreement regardless of the termination date,
  - ii. administrative termination cost which is published on the epic website,
  - iii. if the Agreement terminates during the Minimum Period any amount received by the Customer under any offer and/or Service (if applicable) for the purchase of Equipment after the discount that epic has not fully recovered,
  - iv. the remaining outstanding amount of the remaining instalments (if applicable) for payment of Equipment that the Customer has received in instalments,
  - v. all generated Fees up to the disconnection time, and
  - vi. all outstanding Fees and other money payable by the Customer to the Services, including any roaming charges imposed by overseas providers, regardless of when the epic takes notice of them.
- (c) Epic can immediately suspend, Bar, Re-direct or restrict the Customer's use of any or all of the Services or disconnect the Customer's connection at epic's discretion if:
  - the Customer does not pay his/her bill(s) by the due date or fail to pay any Charges when they are due;
  - the Customer exceeds any credit limit in place or his/her usage of the Services is unusual or excessive;
  - the Customer is the subject of (or are likely to become the subject of) a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors or if being a company the Customer goes into either voluntary or compulsory liquidation or a receiver is appointed over his/her assets;
  - the Customer deceases or in the case of a partnership, it is or is intended to be dissolved;
  - the Customer does not keep to the terms and conditions in this Agreement;
  - epic have reasonable cause to believe that the Service is being used in a way forbidden by the Subscription Contract even if the Customer does not know that the Service is being used in such a way;

- the Customer tampers with or modify any SIM Card other than in accordance with instructions given to the Customer by epic;
- epic suspect the Customer of using the Services for any illegal or fraudulent activity; or
- any of epic's licenses to operate epic's network is ended or suspended and all charges for any Services will be payable by the Customer in accordance with this Agreement. If epic suspends the Customer's use of epic's Services, epic will try to contact the Customer before doing so. epic does not need to suspend Services before disconnecting the Customer's connection. Where epic suspend, Bar, Re-direct or restrict the Services all Charges will continue to apply.

- (d) If epic amends or replace the terms and conditions of this Agreement epic will provide the Customer with one (1) month's notice and the right to terminate this Agreement, without any penalties, if the Customer does not accept the amended or replaced terms and conditions.

#### 16. Rights and responsibilities that continue

Ending this Agreement does not affect any of the rights or responsibilities which are intended to continue or to come into existence after this Agreement ends including (without limitation) any obligation the Customer may have to:

- (a) pay any outstanding charges;
- (b) pay any early termination charges; and
- (c) return any of epic's Equipment the Customer may have on loan from epic or any of epic's dealers or Agents.

#### 17. Notices and Variations of Charges, Terms and Subscriber Plans

- (a) epic will send the Customer notices and other documentation to the last known address, fax number or email address the Customer has given to epic. Epic may elect to send the Customer a text message or leave a message on his/her voicemail directing the Customer's to contact Customer Services or to visit epic's website for details.
- (b) epic reserves the right to increase/decrease or remove any of epic's Charges and/or benefits from time to time and/or introduce new charges from time to time. If epic increases epic's Charges or introduce new charges, epic will give the Customer 1 (one) month's prior notice. The Customer has the right to terminate the contract without any penalty if he/she does not accept the amendment.
- (c) epic reserves the right to remove or change any Subscriber Plans, epic may have offered from time to time and either replace them with new Subscriber Plans or move the Customer on to the most similar or suitable Subscriber Plan then on offer to epic's Customers. If epic does remove or change a Subscriber Plan that affects the Customer, epic will give the Customer as much notice as is practically possible. The Customer has the right to terminate the contract without any penalty if he/she does not accept the amendment.
- (d) epic may amend or replace these terms and conditions from time to time whether upon the direction of the Commissioner or otherwise. The amended or replaced terms and conditions will then apply to the Services after epic gives the Customer 1 (one) months' notice. Epic will tell the Customer about this by sending the Customer the amended or replaced terms and conditions along with the Customer's monthly statement. The Customer will have the right to terminate the Agreement, without any penalties, if the Customer do not accept the amended or replaced terms and conditions. If the Customer is in any doubt as to the current terms and conditions that apply to the Services, please visit epic's website [www.epic.com.cy](http://www.epic.com.cy) or contact Customer Services on 136 free. Please ask Customer Services at any time for a free copy of epic's current terms and conditions.

#### 18. Administration charges

Where the Customer require epic to provide him/her with technical support, or administration Services (including, as applicable, dealing with accounts epic considers to be dormant, dealing with unused credit balances, Service suspension, call barring, call redirection, supply of duplicate invoices or bank charges), epic may charge the Customer for the costs epic incurs in carrying out these Services. If the Customer require prior notification of epic's current charges, he/she may call Customer Services.

## 19. Agents of epic

- (a) Epic may appoint an Agent to provide billing Services (including credit checking and control) and Customer Services.
- (b) Invoices issued by epic's Agent will be binding on the Customer and payment of those invoices in full to epic's Agent will be a valid discharge of the Customer's liability to pay those invoices under this Agreement.

## 20. Cyprus Law and disputes

This Agreement is governed by the Laws of Cyprus and the Customer submits to the jurisdiction of the Cyprus courts and to the Commissioner of Electronic Communications and Postal Regulation.

## 21. Waiver

If epic neglects or delays to exercise any right or power in accordance with the present Subscription Contract, this will not be a waiver of the said right or power. Any neglect or delay will not stop epic from exercising the said right or power in the future.

## 22. Severability

If one or more of the provisions included in this Agreement are invalid, illegal or non-executable in any way, the validity, legitimacy and executability of the remaining provisions included in this Agreement will not be affected in any way.

## 23. Complaints

If the Customer has any complaints from epic, he must report the complaint initially to epic Customer Service and if not satisfied, he may address the Commissioner. For more details, the Customer may visit the Commissioner's website at <http://www.ocecpr.org.cy/>.

I hereby declare that I have read and understood the above Terms and Conditions of the epic Subscription Contract and I accept them unconditionally.

Epic Ltd is a limited liability company duly registered in accordance with the Laws of the Republic of Cyprus under the Registry number 141156 and has its registered office at 87 Kennedy Avenue, 1077 Nicosia, Cyprus. The number Registry Licensing OCECPR is 31/2003.

**Signature**

**Contract No**

---

---