

Easy Top-Up General T&Cs

THE SERVICE

By means of our Easy Top-up service, ('Easy Top-up'), you may choose amongst various options and methods to top-up your prepaid account by using your credit/ debit card. By registering for and using Easy Top-up, you hereby agree to the following terms and conditions:

1. DEFINITIONS

For the purposes of these terms and conditions:

1.1 "Connection"/ "Mobile Number" means the number (MSISDN) which is registered in your name and for which you have duly filled in a network/online registration form with epic.

1.2 "Credit/Debit card" means any of the following: Visa (credit card), Mastercard (credit card), Bank Of Valletta Cashlink (debit card), Bank Of Valletta Cashlink International (debit card), Bank of Valletta Club Card (debit card), Bank of Valletta Visa Gold (credit card), Bank of Valletta Visa Platinum Gold (credit card), APS Premier Card (debit card);

1.3 "Easy Credit" service:- you may set a minimum threshold for the credit held in your epic account, such that if your credit falls below that threshold, we will automatically charge your Debit/Credit card with your required top-up amount.

1.4 "Easy Monthly" service:- you may choose a date in any given month on which to begin being topped up with a pre-established amount of credit in relation to your mobile number every 28 days.

1.5 "Easy Top-up" refers to both the Easy Credit and the Easy Monthly services;

1.6 "Epic" is the section in the epic website, epic.com.mt (the Website) whereby you may register your mobile number and personal details in order to benefit from the web services made available through the internet systems by epic.

1.7 "Easy Credit" and "Easy Monthly" means your chosen Easy Top-up option, in relation to which you accept to be debited by epic as per the parameters set out in the option itself.

1.8 "Successful Registration" means either a registration for Easy Top-up via one of our retail outlets or an online registration which is subsequently accepted and approved by us and duly notified to you.

1.9 "System" means a method whereby payments are authorised via the epic public mobile telecommunications network and internet systems and in virtue of which you are enabled to top-up your prepaid account through your online 'Epic' account.

1.10 "epic" means epic Communications Limited as duly registered in Malta and having company registration number C 10865.

1.11 "You" means (i) the client who is registered as a prepaid customer with the epic network by means of a network/online registration form for each prepaid Connection and who is also registered separately (one registration per connection) with 'Epic' on the Website; (ii) the client who is legally authorised to charge a Credit/Debit card which is debited via the Website to effect the payment to epic in relation to the Easy Top-up option chosen by you

2. OUR RIGHTS AND OBLIGATIONS

We undertake to:

- a. Send you an electronic receipt number via SMS on your epic Mobile Number in order to be able to retrieve your VAT e-receipt either via Epic or by presenting the e-receipt number at one of our retail outlets and we will print the e-receipt for you each time your Credit/Debit card is debited in relation to your chosen Easy Top-up option.
- b. Disclaim insofar as legally possible responsibility for any loss or damage of the VAT e-receipt or any other correspondence sent to you in relation to Easy Top-up via post on the postal address, which you duly provided us with upon registration with Epic or via the duly filled in network/online registration form.
- c. Provide you with a secure system which enables you to have your Credit/Debit card charged by amounts which are authorised by you and receive the relative value (inclusive of any VAT and other applicable taxes) from us via the System;
- d. Guarantee the security of the System as far as within its control;
- e. Take all reasonable steps and precautions to encrypt any information stored within our online systems provided at the point of its transmission to us;
- f. Upon having obtained a Successful Registration for Easy Top-up, we reserve the right to claim dues for actual top-ups even if you claim a chargeback. We further reserve the right to stop use of Easy Top-up in such cases where it becomes clear that you are fraudulently making use of the service.
- g. In the event that the System is not functioning on the date of your request to be topped up via either Easy Credit or Easy Monthly, we shall notify you of such malfunctioning and shall request you to top up via alternative means. In such cases, Easy Top-up will then be available for your use the following month.
- h. You may only effect top ups up to €116.45c per transaction. Upon having credit in your account of €116.47c, any additional ton un will be unsuccessful.

- i. In the event that your Debit/Credit card is debited with the amount and your prepaid account has not been credited with the value in question, we shall reverse the charge, upon having carried out the necessary verifications.
- j. We reserve the right to suspend indefinitely or for a definite period, amend/alter/ delete or terminate Easy Top-up and/or these terms and conditions at any time (collectively referred to as the 'Modifications') and for any valid commercial, technical or operational reason, by giving you a 30 day prior written notice with the proposed amendments/alterations or stating the reason for the suspension and/or termination thereof. Should you disagree with the Modifications during the 30 day time-period, you shall have the right to opt out without incurring any charges, by informing us of your decision to this effect. In default you shall be deemed as having accepted the Modifications.

3. YOUR RIGHTS AND OBLIGATIONS

3.1 You acknowledge that Easy Top-up is a service which we provide for your ease of topping up and that you shall only make use of the service upon having performed a Successful Registration for either Easy Credit or Easy Monthly;

3.2 You acknowledge further that in order to make use of Easy Top-up, you shall:

- a. Apply for Easy Top-up either through one of our retail outlets or through Epic and we shall notify you of Successful Registration via SMS.
- b. Provide our retail outlet representative with, or input in the System provided to you by epic, any information which we may request from you in respect of personal and/or credit/debit card details. For the avoidance of doubt, when applying for Easy Top-up through the retail outlet, you shall be asked to present your ID Card and the Debit/Credit card to be used in connection with Easy Top-up.
- c. Provide our retail outlet representative with, or input into the System ONLY those Credit/Debit card details which you are legally authorised to use. Upon failure to do so, you shall be deemed as abusing of Easy Top-up and will be in breach of these terms and conditions;
- d. Honour all withdrawals originating and incurred through your usage of Easy Top-up and debiting of your Debit/Credit card, details of which would have been previously provided to our retail outlet representative or inputted in the System;
- e. Indemnify and hold us harmless for any losses suffered by us in the event of a material breach by you of any one or several of the terms and conditions contained herein;
- f. Not transfer any rights and/or obligations under these terms and conditions to any third party;
- g. You shall have to choose between Easy Credit or Easy Monthly at any one time. To swap between Easy Credit and Easy Monthly, you shall first disconnect the current option availed of and then Successfully Register on the new option.
- h. You shall only be allowed to change your Debit/Credit card details up to a maximum of 3 times per calendar month.
- i. Notify us immediately in writing of any changes to our personal details, including email and postal address, as given to us upon registering with 'Epic or through the network/ online registration form.

3.3 You understand and accept that you are hereby accepting responsibility for all requests for Easy Top-up which originate from your Mobile Number through your prepaid account and which are transacted through the System, and that all requests and ensuing transactions shall be due and payable by you to epic

4. TERMINATION

- a. We may terminate your Successful Registration for Easy Top-up by sending you an email notification to the registered email address in the 'Epic account, for any reason, including but not limited to your misuse, abuse, fraudulent, negligent, erroneous or irresponsible use of Easy Top-up.
- b. You may terminate Easy Top-up by calling our customer care on 247 or calling at one of our retail outlets. You acknowledge and accept that unless and until we acknowledge such termination notice, you will still be deemed to be bound by all the terms and conditions of the Successful Registration towards epic
- c. If, upon termination, you were subscribed to either our Easy Credit or our Easy Monthly service, you are hereby being advised to use up any remaining credit prior to termination. We shall not issue any refund for such credit.

5. SELECTION OF SERVICE AND CHARGES

5.1. You shall use Easy Top-up once the Successful Registration has occurred.

5.2. Easy Top-up is currently free of charge. Provided that we reserve the right to introduce a tariff/charge for such service in the future. Provided further that should such tariff/charge be introduced, we shall inform all Easy Top-up clients of the introduction of such tariff/charge in advance.

5.3. All transactions made via the System will be charged to you in Euro (€) or the currency of billing of the Credit/Debit card's issuing bank.

5.4. Upon choosing Easy Credit, you are hereby advised that the balance check is performed every 6 hours. Therefore you must ensure that the minimum threshold set takes this aspect into consideration.

5.5. You may change between the Easy Credit and Easy Monthly up to a maximum of 5 times per calendar month.

6. APPLICABLE LAW

These terms and conditions are governed by Maltese Law, in particular by the Electronic Commerce Act and the Parties hereby submit themselves to the exclusive jurisdiction of the Maltese Courts.

7. DATA PROTECTION

epic declares that the personal information that we are collecting in this form shall only be used in relation to the purposes stated herein, services and in accordance with our Privacy Policy (which can be found in full on our website: www.epic.com.mt/privacypolicy or in any epic store), for more information on how epic collects, uses and shares personal information including your data protection rights please see our Privacy Policy which can be found on www.epic.com.mt/privacypolicy. In case of queries please get in touch by contacting us on 247 or by visiting any epic store.

8. ABUSE OF SERVICE

You hereby understand and accept that the misuse, abuse, unauthorised or fraudulent use of Credit/Debit cards in connection with Easy Top-up is a criminal offence which is punishable at law, and that we reserve the right to immediately report such matters to the Police for further action to be taken thereon. This is without prejudice to all other applicable remedies at law or in virtue of these terms and conditions including the termination of the Easy Top-up service once there is reasonable suspicion of such fraudulent abuse to the System.

9. SEVERABILITY

If any part of these terms and conditions shall be found by any court or arbitration panel of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such clauses shall not affect the other clauses of these terms and conditions and all clauses not affected by such invalidity or unenforceability shall remain in full force and effect. We hereby undertake to attempt to substitute for any invalid or unenforceable clause a valid or enforceable clause, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable clause.