

Top up your mobile phone through the BOV ATM

Important Information and Terms and Conditions of Use

This Important Information and these Terms and Conditions of Use govern the use of the BOV ATM Top-Up Facility. Please read this Important Information and these Terms and Conditions of Use carefully.

Definitions

1 The following words shall have the following meanings throughout this Important Information and these Terms and Conditions of Use:

- a. "Agreement" shall mean these terms and conditions which shall automatically constitute an agreement by and between you and the Bank for the provision of the Top-Up Facility, once you make use of this service;
- b. "ATM" means Automatic Teller Machine.
- c. "Bank", "we", "us" and "our" shall mean Bank of Valletta p.l.c or one or more agents which may be appointed by the Bank to provide the Top-Up Facility;
- d. "Business Day" shall mean a day when the Bank is open for business and excludes Sundays, Public Holidays and Bank Holidays
- e. "Customer", "you", "your" and "yourself" shall mean the person requesting the Top-Up Facility;
- f. "Cut-off Time" shall mean such time at the end of a Business Day when the Bank's systems, whether in whole or in part, are shut down for updating purposes
- g. "Top-Up Facility" means the BOV ATM Top-Up Facility provided by the Bank in terms of this Agreement;
- h. "epic @ shall mean epic Communications Limited.

Top-Up Facility

1. The maximum top-up within every three (3) days is €83.86/Lm36.00, inclusive of VAT and any other applicable taxes, per mobile account number. The maximum top-up within every one (1) month is €167.71/Lm72.00 , inclusive of VAT and any other applicable taxes, per mobile account number.
2. When you request a top-up, the Bank will debit the Credit/Debit Card used by yourself in the transaction.
3. Without prejudice to clauses 7 and 8 below, if funds are available in this account to fully settle the top-up amount being requested by you, the top-up will be confirmed to you by SMS, your Credit/Debit Card account will be debited and payment will be directly and immediately transferred by us to the account of the mobile phone operator. Upon successful completion of the transaction a printed receipt will be issued from the ATM.
4. You shall be solely responsible to enter the correct information when inputting the details on the ATM, as well as to choose the correct denomination by which you would like the inputted mobile account number to be topped up.
5. If funds available in this account are not sufficient to fully settle the top-up amount being requested by you, the Bank will not process your instructions and you will be informed by a notice on the screen of the ATM.
6. A top-up request effected during the Cut-off Time will not be processed by the Bank and you will be informed by SMS that your instructions have not been processed.
7. Without prejudice to clause 7 above, the Bank may refuse to carry out your instructions or immediately terminate or reverse your instructions, in whole or in part, if the Bank reasonably believes that your instructions are invalid, in any manner fraudulent or illegal or made in bad faith or that they are not coming from you or if we suspect a breach of security or if you have not acted in accordance with this Important Information and these Terms and Conditions of Use or for any other justifiable reason. The Bank undertakes to inform you of the said refusal, termination or reversal.
8. You are hereby granting us and your mobile operator consent to exchange any information which we and/or your mobile operator have about you.

Records

9 You are to check carefully your records of transactions and statements of accounts and to inform us immediately of any discrepancy. In the absence of error, our records will be evidence of your transactions in connection with the Top-Up Facility. In addition, you agree not to object to the admission of our records as evidence in any legal proceedings because such records are not

Indemnity

10 You undertake to keep the Bank indemnified against all actions, proceedings, costs, losses or damages which the Bank may incur or which may be suffered by any person, including your mobile phone operator, as a result of the Bank acting in accordance with your instructions, or a result of your failure to comply with your duties under this Agreement or of your improper use of the Top-Up Facility.

Liability

11 To the fullest extent permitted by law, and except to the extent that loss or damage is caused directly by our gross negligence or willful misconduct and subject to this clause, we and your mobile service provider shall not be liable to you for any loss or damage that you may suffer as a result of your use of the Top-Up Facility. In particular, but without limiting the generality of the foregoing, and without prejudice to clause 7 above, we will not be liable for the delay in performing or failure to perform our obligations hereunder if the delay or failure results from circumstances outside our reasonable control, which shall include (but shall not be limited to) acts of God, accident, war, civil unrest, government action, labour disputes and industrial action (whether involving our employees or those of a third party), power failure, breakdown, faults or unavailability of equipment, computer systems, software and hardware, telecommunications, data communications, telephony and Internet systems, whether belonging to or under the control of the Bank or third parties, and third party services. In addition, we shall not be liable for any direct or indirect loss of profit, nor for any indirect or consequential loss or damage.

Disputes

12 The Bank shall not be responsible for any disputes arising between you and your mobile phone operator.

Your mobile phone operator may find it necessary to disclose some of your traffic information to the Bank the Top-Up Facility for the purposes of billing, fraud prevention and insurance claims processing.

Amendments

13 We reserve the right to suspend, modify, amend or in any way alter in full or in part these Terms and Conditions at any point in time without any prior notice whatsoever.

General

14 This Agreement shall be governed by and construed in accordance with Maltese Law and any dispute shall be subject to the non-exclusive jurisdiction of the Courts of Justice of Malta.