



BOV MOBILE

Mobile Top Up Service

Terms & Conditions and Important Information

This Important Information and these Terms and Conditions of Use govern the use of the Mobile Phone Top-Up from BOV. 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 the agreement entered into between you and the Bank for the provision of the Top-Up Facility, including this Important Information and these Terms and Conditions of Use;
 - b. “**Application Form**” shall mean the application form completed by yourself in relation to the Top-Up Facility;
 - 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 Mobile Phone Top-Up from BOV provided by the Bank in terms of this Agreement;
 - h. “**User ID**” means the identification number or code which we will issue to you for use in relation to the Top Up Facility.

Mobile Phone

2. The Top-Up Facility will be provided in relation to the mobile phone number and the mobile phone operator which you indicate on the Application Form. It is your responsibility to inform us immediately if you change the mobile phone number or the SIM Card to be topped up and/or the mobile phone operator in order for your details to be updated.
3. The indicated mobile phone number must have a mobile subscription with a local mobile phone operator and must be able to receive SMS. In case of difficulty, we recommend that you confirm with your mobile phone service operator that you are able to use the Top-Up Facility.
4. You will be provided with a User ID in relation to the mobile phone number indicated in your Application Form. The User ID is to be used by you together with your mobile phone whenever you wish to top-up the relative mobile phone account.

Top-Up Facility

5. The maximum top-up per day is €50, inclusive of VAT and any other applicable taxes, per mobile account/number. Without prejudice to clause 11 below, if, on any particular day, you wish to top-up your mobile account with an amount in excess of €50, you are to call any of the Bank’s branches or the Customer Service Centre on 2131 2020 for authorisation.
6. There will be no charge for the SMS sent by you to top up your mobile phone account, if the SMS is effected in Malta. If you request to top up your mobile phone whilst abroad, there will be a charge for the SMS in accordance with the charges laid down by your local mobile phone operator.
7. When you request a top-up, the Bank will debit the Preferred Charging Account indicated in the Application Form.
8. Without prejudice to clauses 10 and 11 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, the Preferred Charging Account will be debited and payment will be directly and immediately transferred by us to the account of the mobile phone operator. The latter will send you a fiscal receipt in relation to this purchase by post to the last address you provided to the Bank in relation to the Preferred Charging Account. Please inform the Bank immediately if you wish to change the said address.
9. 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 SMS that your instructions have not been processed.
10. 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.

11. Without prejudice to clause 10 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.
12. In the event that your top-up request has not been processed for any reason whatsoever, you are required to submit a new top-up request.

Loss or unauthorised use of your mobile phone

13. You are responsible for the security of your mobile phone and connection and you must take all reasonable precautions to ensure that no one can access your mobile phone or any information therein and use any of its services, including the Top-Up Facility.
14. You must notify the Bank immediately you discover or you suspect that your mobile phone and/or SIM card has been lost or stolen or is no longer under your control or is liable to be misused or that any information contained in your mobile phone has become known to another person. Notification is to be made to Customer Service Centre on 2131 2020, which number is available on a 24-hour basis. We will then stop the Top-Up Facility immediately. Such notification is to be followed by a written confirmation from your end. You will however be responsible for any instructions processed by us prior to your notification
15. In the situations referred to in clause 14 above, it is also your responsibility to advise your mobile phone operator in order that they may suspend or stop their services to you, as necessary.
16. We and/or your mobile phone operator may require information and your assistance to help us to recover losses or prevent further losses, as may be necessary. You are therefore to co-operate with us, with your mobile phone operator and/or with the police in our efforts to recover these losses and to investigate any unauthorised use of your SIM Card and/or mobile phone and in this respect, you authorise us to disclose information about you or your account to the police or to other authorised third parties. If you are asked to report such unauthorised use to the police, this must be done as soon as possible.

Records

17. 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 originals, are not in writing or are documents produced by a computer.

Indemnity

18. You undertake to keep the Bank indemnified against all actions, proceedings, costs, losses or damages which may 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

19. 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 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 10 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.

Termination

20. You may end your Agreement with us with immediate effect by notifying us in writing or by calling any Branch or the Customer Service Centre on 2131 2020.
21. We may end our Agreement with you by giving you at least thirty (30) days notice in writing or electronically. We may also suspend the Agreement with immediate effect and without notice for your own security or for any valid reason.
22. Termination will not effect any rights and or obligations of either of us arising under this Agreement including your liability to us existing at that time.

Disputes

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

Amendments

24. We may vary these Terms and Conditions (including charges, if any):
 - a. in the event of changes in market conditions or in banking practice;
 - b. in the event of changes in costs to the Bank;
 - c. if you are in breach of any of these terms and conditions or if you are otherwise in default;
 - d. in the event of changes in the law and/or a decision or recommendation of a court, regulator or similar body;
 - e. in the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities;
 - f. in the event of merger with or acquisition of the business of another bank or organisation offering similar services;
 - g. if any event occurs or circumstance arises which may reasonably affect your performance of all or any of the obligations under this Agreement.

We will give you reasonable notice of any such amendment. You are deemed to have accepted the Terms and Conditions as amended if you do not terminate your Agreement with us within thirty days from the date of the said notice. Changes of a serious or urgent nature will however take effect immediately. However, we will notify you as soon as possible of any such change. You may still terminate your agreement with us in terms of clause 20 above.

General

25. 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.
26. In order to provide the Top-Up Facility, it may be necessary to store or transmit information relating to you and your accounts to the mobile telephony service provider. You hereby authorise us to do so, where we reasonably consider this to be required for the effective provision of the Top-Up Facility.