

Vodafone Online Billing Service Terms & Conditions

In order for customers currently subscribed to Online Billing to continue receiving their itemized bill or invoice by e-mail and stop receiving a paper invoice need to call 247 or visit www.vodafone.com.mt between 26th May 2008 and 1st June 2008. Failure to subscribe as indicated above will result in the customer receiving a paper invoice/bill only as from 1st June 2008.

WHEREAS

Vodafone has developed a method of viewing (hereinafter referred to as "View My Bill"), in virtue of which a Client can view past itemised bills, invoices and statements, and up-to-date itemised bills and balances. Vodafone had also developed a method of payment whereby Client can also carry out online payments using the Client's authorised credit/debit card in return for which the Client settles in whole or in part the amount due on his/her billing invoice (hereinafter referred to as "Pay My Bill") with Vodafone Malta. By using the View My Bill and the Pay My Bill services Client agrees to the following terms and conditions:

1. Definitions

For the purposes of these terms and conditions;

- 1.1 " Client " means a person who is registered with the Vodafone Malta network by means of a separate written contract for each connection and who is also registered separately (one registration per connection) with 'My Vodafone' on the Vodafone Malta website. Client also means the person who is legally authorised to charge a credit/debit card which is debited via the Vodafone Malta website to effect the settlement, in part or in whole, of the billing invoice with Vodafone Malta;
- 1.2 " Billing Invoice " means the invoice, which is calculated on the rates, and charges of the postpaid price plan to which Client is currently subscribed means of a written contract with Vodafone Malta.
- 1.3 " View My Bill " means the service whereby a Client views his/her past-itemised bills, invoices and statements, and up-to-date itemised bills and balances.
- 1.4 " Pay My Bill " means the service whereby a Client pays his/her billing invoice, using a credit/debit card, which Client is legally authorised to charge, via the System;
- 1.5 " Online Billing Services " refers to both 'View My Bill' and 'Pay My Bill' Services;
- 1.6 " System " means a system whereby payments are authorised via the Vodafone public mobile telecommunications network and internet systems and in virtue of which a Client is enabled to settle his/her postpaid price plan Billing Invoice through his/her online 'My Vodafone' account.
- 1.7 " My Vodafone " is the section in the Vodafone Malta website whereby a Client registers his/her mobile number and personal details in order to benefit from the web services made available through the internet systems by Vodafone Malta.
- 1.8 " 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);HSBC Bank Malta VISA Gold and VISA classic (credit cards); HSBC Bank Malta Premier MasterCard and MasterCard classic (credit cards); HSBC Bank Malta Quikcash Gold and Quikcash classic (debit cards); HSBC Bank Malta VISA Electron (debit card)
- 1.9 ' Connection ' / ' Mobile Number ' means the number (MSISDN) registered in the name of the Client and for which Client has entered into a written contract with Vodafone Malta Limited.

2. Vodafone Malta's Rights & Obligations

Vodafone Malta undertakes to:

- 2.1 Send you electronic copies of your monthly bill after receiving the relevant information to process such a request.

- 2.2 Send you electronic copies of your monthly bill to the email address registered in the My Vodafone account.
- 2.3 Disclaim insofar as legally possible responsibility for any loss or damage arising when placing the billing information on View My Bill and sending it by email to the Client on the email address provided by the Client himself/herself upon registration with My Vodafone.
- 2.4 Provide the Client with a secure system which enables the Client to have his/her credit/debit card charged by amounts so authorised by the Client and receive contract value from Vodafone Malta via the System;
- 2.5 Guarantee the security of the System as far as within its control;
- 2.6 Take all reasonable steps and precautions to encrypt any information stored within its online systems provided at the point of its transmission to Vodafone Malta;
- 2.7 Reserves the right to discontinue the availability of the Online Billing Service at Vodafone Malta's discretion, in which case Client will be notified accordingly in advance.
- 2.8 Vodafone Malta reserves the right to change the applicable Terms & Conditions of the Online Billing Service at any time, in which case Client will be notified accordingly in advance.
- 2.9 Your contract with us shall be concluded in the English language

3. Client's Rights & Obligations

- 3.1. The Client acknowledges that View My Bill is provided for information purposes only and is not intended to replace receipt of bills via electronic or normal mail;
- 3.2. The Client acknowledges further that in order to make use of the Online Billing Service the Client shall: a. Click once on the following statement "Start sending me the itemised version of my monthly bill, by email" to start receiving electronic and itemised copies of his/her monthly Billing Invoice by email.
- 3.3. Input in the System provided to him/her by Vodafone Malta, any information as may be requested by Vodafone Malta in respect of personal and/or credit/debit card details;
- 3.4. Input into the System ONLY credit/debit card details which Client is legally authorised to use. In default of which, Client would be deemed to be abusing of the System and be in breach of these terms and conditions;
- 3.5. To honour all payments originating and incurred through his/her usage of the online 'My Vodafone' account and consequential debiting his/her debit/credit card, details of which would have been previously inputted in the System;
- 3.6. Indemnify and hold harmless Vodafone Malta for any losses suffered by Vodafone Malta in the event that Client is in material breach of any one or several of the terms and conditions contained herein;
- 3.7. Not transfer and rights and/or obligations under these terms and conditions to any third party;
- 3.8. To notify Vodafone immediately in writing of any changes to Client's personal details, including email and postal address, as given to Vodafone on registering with 'My Vodafone'.
- 3.9. Client understands and accepts that he/she is hereby accepting responsibility for all requests for the Online Billing Service which originates from Client's Mobile Number through the 'My Vodafone' account and are transacted through the System, and that all balances resulting from such requests and ensuing transactions shall be due and payable by Client to Vodafone Malta.

4. Termination

- 4.1. Vodafone Malta may terminate Client's registration to 'My Vodafone' by sending an email notification to the registered email address in the 'My Vodafone' account, for any reason, including but not limited to the misuse, abuse, fraudulent, negligent, erroneous or irresponsible use of the Service by the Client.
- 4.2. Client may terminate the 'My Vodafone' registration or any one of the Online Billing Services by simply sending a notification by email to 247.mt@vodafone.com. Client acknowledges and accepts

that unless and until such termination notice is duly acknowledged by Vodafone Malta, the Client will still be deemed to be bound by all the terms and conditions of this registration towards Vodafone Malta.

5. Selection of Service & Charges

- 5.1.** The Online Billing Service shall be used by the Client when Client logs into his/her online 'My Vodafone' account.
- 5.2.** Online Billing Service is currently free of charge. Provided that Vodafone Malta reserves the right to introduce a tariff/charge for such service in the future. Provided further that should such tariff/charge be introduced, Vodafone Malta binds itself to inform all Online Billing Service users of the introduction of such tariff/charge in advance.
- 5.3.** All transactions made via the System will be charged to the Client in Euros (€) or the currency of billing of the credit/debit card's issuing bank. All Euro voice tariffs are a conversion of the LM rate, using the central parity rate of €1 = Lm0.4293, and charged to 3 decimal places

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. Privacy

We hereby declare that the personal information that we may process shall only be used in connection with the purposes stated herein and in accordance with our [Privacy Policy](#) (which can be found in full on our website: www.vodafone.com.mt/privacypolicy or in any Vodafone store). For more information on how Vodafone collects, uses and shares personal information including your data protection rights please see our Privacy Policy. In case of queries please [Contact Us](#) (on 247.mt@vodafone.com or by visiting any Vodafone store).

8. Abuse of Service

Client hereby understands and accepts that the misuse, abuse, unauthorised or fraudulent use of credit/debit cards in connection with this Service is a criminal offence which is punishable at law, and that Vodafone Malta reserves 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 Online Billing 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. Vodafone Malta hereby undertakes 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.