



# CARD PAYMENT TERMS

Version 1

Date June 2018

## General

1. These terms apply when You set up a service-on-demand arrangement to pay for Services for Your EE Pay As You Go Account directly using Your credit or debit card ("**Card Payment**"). They are in addition to our PAYG Network Terms which can be found [here](#). When we use a capitalised word or phrase in these terms it will have a defined meaning. You'll find the explanations in the PAYG Network Terms. If not, the meaning will be provided in these terms (in bold).
2. We recommend that You save all messages that We send to You. While You are an active customer (e.g. You have made a Connection action in the last 180 days) You will be able to ask for copies of SMS messages that we have sent You in the preceding 15 months relating to the Card Payment service or any continuous payment authority that You have set up.
3. We can change these terms at any time for a good reason, for example if we want all Customers to have the same terms, by giving You Written notice. We may also place a recorded announcement on the EE Pay As You Go automated calling service. If any change is likely to leave You materially worse off we will give You 30 days' Written notice if You have registered with Us for receiving communications.
4. We use Vesta Payment Solutions Ltd of Finnabair Business Park, Dundalk, Co. Louth, Ireland ("**Vesta**") to process payments for PAYG Services that you make to EE either directly using a debit or credit card, or by using a credit or debit card to top up your Credit. Vesta are controllers of the information that you provide when making payments for Services using a debit or credit card. This means they are responsible for it, including keeping it secure. Vesta collect information to provide the payment service: this includes your card details, IP address, name, address and mobile number. Vesta will use this information to process the payments that you make, including carrying out fraud prevention checks as further described in Vesta's privacy policy which is available at <https://trustvesta.com/euprivacy-policy/>. If you would like any further information about how Vesta will use and store your personal information you can contact Vesta by emailing [info.ireland@trustvesta.com](mailto:info.ireland@trustvesta.com) or by writing to the address given at the start of this paragraph.

## Card Payment terms

1. We only accept payment via Visa or Mastercard.
2. You can use Card Payments to buy one-off Services or pay for recurring Services. You can only make payments using Card Payment if We agree to supply You with a services on demand Card Payment arrangement. This means You authorise us to take payment from the debit or credit card that You register with us every time you pay for an eligible pack or add-on. You can check which services are eligible and the terms which apply to those Services at [ee.co.uk/cardhelp](http://ee.co.uk/cardhelp).
3. You can set this up on our website when You make a purchase or by calling customer services on 150.
4. When You use a debit or credit card to make a payment, You need to make sure that You have sufficient funds available. If You don't and Your bank or credit card provider charges You, You will have to pay any charges.
5. The Card Payment service is available to customers who joined an EE Pay As You Go plan on or after September 2014. If You joined before this date, You will need to move to a compatible price plan to use the Card Payment service.
6. By registering a payment card to Your Account you are confirming that You are authorised to make payments to Your Account using that payment card. If You register a card that is not in Your name, for example if a family member is making payments to Your Account, You carry sole responsibility for the charges and payments related to their Account.

7. We can accept Your Card Payment service request at our discretion. If we accept Your request, we'll let You know and send You a message to confirm this, as well as the details of any Services requested at the same time. This message will form part of these terms and conditions and Your Agreement with us.
8. Your Card Payment arrangement starts as soon as we accept Your request. You can make Your first Card Payment immediately or at a later date.
9. Once we've confirmed that You can use the Card Payment arrangement, You'll have 14 days from the date that You make your first purchase via Your Card Payment arrangement to change Your mind and let us know that You don't want to pay for Services using this method. We'll then cancel any Services already requested via Card Payment. You will have to pay for any Services used during Your cooling off period. If You're due a full or partial refund, You'll receive it no more than 14 days after we receive Your notice to cancel. Once Your cooling off period has expired, any subsequent Services bought via Card Payment will not be eligible for a refund.
10. You can cancel your Card Payment arrangement at any time by calling 150 or via MyEE but you will not receive a refund for any unused Services, unless you cancel within the 14 days cooling off period (see paragraph 9 above).
11. It is important to note that You can only use the Card Payment service to pay for recurring Services if You also set up a continuous payment authority. See "Continuous payment authority terms" below for details.
12. We reserve the right to suspend or terminate the Card Payment service if we believe that a registered payment card is being fraudulently or unlawfully used.
13. In the event we receive a chargeback request relating to a Card Payment for Services that You or a third party has fully used, we reserve the right to recover the cost of that Service from Your top up balance where we're legally entitled to do so.
14. We will not be liable to You for any loss or damage you suffer as a result of delayed or incorrect Service payment.

### **Continuous payment authority terms**

1. These terms apply when You set up a continuous payment authority to pay for Services for Your EE Pay As You Go Account. This means that You have set up a Card Payment arrangement to pay for recurring Services, such as packs or add-ons, using a credit or debit card.
2. You can only set up a continuous payment authority to pay for Services directly using a credit or debit card if You have already entered into a Card Payment arrangement, see "Card Payment Terms" above for details. When You pay for recurring Services via Card Payment you agree that we can automatically take payment for future recurring Services from Your registered payment card. You will be able to choose the Services that You wish to regularly purchase. For example, if You choose a £10 30-day pack, payments of £10 will be taken from your payment card every 30 days. If You use up all of the allowances in Your Pack, you can either pay for a new pack using your top-up balance, if you have one, buy an add-on or buy a new Pack early (see 7b below).
3. When You set up a continuous payment authority and make a purchase of recurring Services, we will tell You how much and how often You will pay. If You don't make a recurring purchase at the time that You set up your Card Payment arrangement we will tell you how much and how often You will pay at the time You make Your first payment under Your continuous payment authority. We'll also let You know every time we take a payment, if a payment fails or when Your continuous payment authority is cancelled or suspended. We'll keep taking payments from Your nominated credit or debit card until You (or Your card issuer) tell us to stop (which you can do at any time) or until one of the events, described at points 7 – 9 below, happens.

4. If You want to cancel Your continuous payment authority, You'll have to let us know by 22.00 on the day before we're due to take Your payment.
5. If You provide details of Your My EE Account, or a continuous payment authority to a third party, we will assume that You have given that person access to your Account and permission to request Services on Your behalf.
6. You can also set up a recurring top up payment. Please see "Top-up terms" below for details.
7. For a continuous payment authority for recurring packs or add-ons, You should be aware that:
  - a. if You decide to change the type of pack or add-ons that You buy, we'll let You know if You need to start paying more and automatically update your continuous payment authority;
  - b. if You start a new pack or add-on of the same type early, we'll automatically update the timing and amount of subsequent payments under Your continuous payment authority to line up with the recurrence of Your pack or add-on;
  - c. if You decide to buy a pack or add-on before You've used up the allowances in Your current pack or add-on ("**stacking**"), we'll take payment as soon as you have chosen it. However, the payment recurrence date (if applicable) under Your continuous payment authority will line up with Your pack or add-on's activation date. The activation date is the date You start using the inclusive allowances from Your stacked pack or add-on;
  - d. if You decide to stack a pack with a Service that cannot be paid for via Card Payment, we'll assume that You wish to suspend Your Card Payment service and, until You tell us otherwise, will continue take payment for Services from Your top up balance; and
  - e. if You cancel Your Card Payment service but do not cancel an automatically recurring pack or add-on, we'll automatically cancel the next pack or add-on.
8. To make sure You are not paying for Services You aren't using we will stop Your continuous payment authority if You don't make a call, text or use any data for 90 days. We'll re-activate Your continuous payment authority as soon as You start using our Services again.
9. We reserve the right to terminate any continuous payment authority where we believe Your payment card is being used unlawfully or fraudulently.

### **Top-up terms**

1. These terms apply when You top up the balance of Your Account to pay for Services for Your EE Pay As You Go Account.
2. You can top up your Account by making a payment using a debit or credit card, by loading cash onto an E-Top Up card, buying a voucher in one of our stores or using an ATM. For more details see [ee.co.uk/topuphelp](http://ee.co.uk/topuphelp).
3. We will apply this as a credit to Your Account within 24 hours and it will show in Your top up balance ("Credit").
4. You can also top up by setting up a recurring top-up payment so that Your Credit is topped up on a regular basis. To do this You must register an eligible payment card and select a top up amount to be taken from Your card and how often You would like to make top up payments. We'll apply the top up to Your Account as a Credit within 24 hours.

5. Your Credit can be used to pay for Services.
6. If You pay for Services using Your top up balance, every time You use a Service, Your Credit will be reduced according to the duration and type of call, message, add-on or pack etc. that You've used.
7. To make sure You are not topping up money You aren't using, Your recurring top up will be stopped if You don't make a call, text or use any data for 90 days or where Your Credit meets or exceeds our £500 limit. We'll re-activate the recurring top up as soon as You start using our Services again or when Your Credit falls below £500.