

## **Terms & Conditions**

Please read these Terms carefully before accessing or using the Services and Applications. You should print a copy of these Terms for future reference.

If you object to any of the terms and conditions of this Agreement or any subsequent modifications to them, or become dissatisfied with your use of the Applications or Services in any way, you may:

- a) discontinue your use of the Applications and/or Services; and
- b) close your virtual account ("Account") by notifying us in writing by email or otherwise (see contact information below).

No other remedy, legal or otherwise, is available to you save for a) and b) mentioned above.

### **1. Introduction**

The provision of services by Ding facilitating the purchase of prepaid mobile and/or data airtime ("Top-up") and prepaid vouchers ("Vouchers") (together the "Products") ("Services") relating to services to be provided by mobile telephone operators and other third parties through the websites [www.ding.com](http://www.ding.com) and its subsidiary sites (including [www.ezetop.com](http://www.ezetop.com) and [www.recargasacuba.com](http://www.recargasacuba.com)) and any associated Ding mobile applications, present or future (together, the "Applications") and your use of the Applications and access to the Services are subject to your acceptance of these terms and conditions ("Agreement" or "Terms"). By using the Applications, you expressly agree to be bound by these Terms.

Please read these Terms carefully before accessing or using the Services and Applications. You should print a copy of these Terms for future reference.

If you object to any of the terms and conditions of this Agreement or any subsequent modifications to them, or become dissatisfied with your use of the Applications or Services in any way, you may:

- a) discontinue your use of the Applications and/or Services; and
- b) close your virtual account ("Account") by notifying us in writing by email or otherwise (see contact information below).

No other remedy, legal or otherwise, is available to you save for a) and b) mentioned above.

### **2. Information About Us**

The Applications are operated, and the Services are provided, by Ezetop Unlimited Company t/a Ding ("Ding", "we" or "us"). Ding is incorporated in Ireland with registration number 422514 and has its registered office at 3 Shelbourne Buildings, Crampton Avenue, Shelbourne Road, Ballsbridge, Dublin 4, D04C2Y6, Ireland. Our VAT number is: 9576713i. Ding is a registered business name of Ezetop Unlimited Company.

You can contact Ding using the contact information set out at Section 26 below.

All correspondence in relation to any Ding company should be sent to 3 Shelbourne Buildings, Crampton Avenue, Shelbourne Road, Ballsbridge, Dublin 4, D04C2Y6, Ireland.

### **3. Registration**

To use the Services, you may elect to register for an Account. You can do this by filling out the appropriate information on the registration screen on the relevant Application. Upon registration you will be given an Account. When registering you may supply personal information, including your email address or phone number and financial information. You may also choose a password.

All data you provide to us as a customer will be treated in accordance with our Privacy Notice.

You agree that the information supplied on registration will be truthful, accurate and complete. It is your responsibility to inform us of any changes to that information. You are entirely responsible for all activities which occur when using your email address, phone number and/or password (“Login Details”) in relation to your Account, including unauthorised use of your Account or any payment method including debit or credit card. You must not disclose your password, whether directly or indirectly, to any third party. It is your responsibility to safeguard your password. You must notify us immediately using the contact details at Section 26 below if you become aware of any unauthorised use of your Login Details.

Login Details may only be used by a single user and are not transferable.

Please note that your Login Details may be used on all Applications. These Terms will apply to the use of Services on any of the Applications.

If you are under 16 years of age, you represent to Ding that you have obtained a parent/guardian's consent and that your parent/guardian has reviewed and agreed to these Terms prior to using the Applications. If you are an employee of a company or other entity or are acting on behalf of a company or entity, you must be authorised to accept these Terms on behalf of that employer, company or entity.

### **4. Your Data**

Ding will comply with all of its obligations under applicable data protection law with regard to relevant data in its possession relating to you. Data collected by us as part of the Services will be treated in accordance with our Privacy Notice and Cookie Policy. These documents set out how we use and protect the information you provide to us. We recommend that you read the Privacy Notice and Cookie Policy carefully.

### **5. Use of Services and Cost**

You agree to use the Applications and Services solely in accordance with these Terms and to comply with applicable law and the provisions set out in these Terms.

You may not use the Applications or Services:

- (i) in violation of any law, statute, rule or regulation; or
- (ii) in connection with any illegal, fraudulent, offensive, violent, immoral or indecent activity; or
- (iii) in any manner that encourages, promotes, facilitates or instructs others to engage in any illegal, fraudulent, offensive, violent, immoral, or indecent activity.

The Services shall only be provided to you by Ding in respect of the mobile phone operators and other service providers available on the Applications (which are subject to change and availability).

You will be required to input certain information (e.g. a receive mobile phone number or email address) in respect of the Services or the Applications. It is your responsibility to ensure that you have correctly inputted the information. In the case of Top-up and Vouchers, you will then be required to select the amount of Top-up that you wish to be delivered or the value of the Voucher you wish to purchase.

The total amount (inclusive of all applicable taxes and charges) that you will be required to pay will be displayed clearly on the Applications before you are asked to confirm your transaction and proceeding with the transaction at this point is entirely optional.

If the Top-up you purchase is to be received in a different currency to the currency of your chosen payment method, the payment amount will be subject to the applicable FX rate on the payment date and an airtime conversion fee will be applied. You may also be charged a secure online processing fee in respect of any Product you purchase through the Applications.

If you choose to send an optional SMS to the recipient of Top-up, an additional message fee for this may apply.

Services are provided by Ding upon successful payment by you. Occasionally, there may be a short delay before the relevant third party delivers the Product to the recipient. Where contact details have been provided, we will send you a confirmation email or SMS which contains details of the Services as soon as your transaction has been successfully completed.

In the case of Top-up or Vouchers, you agree and understand that Ding only acts on your authorisation to send the Top-up or Voucher and the relevant third party shall be solely liable to you and the recipient, where applicable, for the provision of the services related to the Top-up or Voucher.

Once a Top-up or Voucher is sent, it can be used immediately and therefore it cannot be refunded or removed. To avoid Products being provided to the wrong phone or email

address, Ding asks you to confirm, where applicable, that the recipient details you have entered are correct.

You acknowledge that you will lose the right to cancel the Services once they have been fully performed by Ding. Accordingly, you will have no right to request a refund under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

Please note that the Applications limit the number and value of Products that can be purchased or received, including over a specific time period (e.g. daily, weekly, monthly). Other limits and exclusions related to the use of the Applications and the purchase of Products may be applicable from time to time.

## **6. Your Instructions**

You shall ensure that all instructions provided to Ding through the Applications are accurate, complete and true. In particular, the mobile phone number or email associated to a permanent Nauta access account, to which any Top-up is to be credited must be correctly identified.

You shall ensure that any instructions which are relayed back for confirmation are correct, accurate and true. All confirmed instructions are final and binding upon you.

Ding and/or its service providers shall bear no liability or consequences related to the provision of incorrect, inaccurate or false information by you. You are solely responsible for any consequences related to the failure to provide correct, accurate and true information or the failure to correct such inaccurate information prior to final confirmation.

## **7. Transactions Using Your Chosen Payment Method**

You may purchase Products through Ding's Services using Visa, MasterCard or any other payment methods available on the Applications from time to time. Any credit card, debit card or other payment method which may be used on the Applications must have a valid billing address and valid issuing bank or other payment services provider.

Where you purchase Top-up using a Diners or Discover credit card or make a USD\$ currency purchase using a Visa or MasterCard credit card which was issued in the United States, your payment may be processed by a payment processor for and on behalf of Ding through its wholly owned subsidiary, Ezetop Online Services LLC (registered in the U.S. State of Delaware). Where you purchase Top-up using a payment method issued in the United Arab Emirates, your payment may be processed by a payment processor for and on behalf of Ding through its wholly owned subsidiary, Ezetop Middle East FZCO. When purchasing Top-up in Brazil, PrimeiroPay Technology GmbH Austria may act as the licensed seller of the Top-up. All correspondence in relation to any Ding company should be sent to 3 Shelbourne Buildings, Crampton

Avenue, Shelbourne Road, Ballsbridge, Dublin 4, D04C2Y6, Ireland or to **windtresupport@ding.com**.

Upon receipt of a proper and complete request from you for Services, Ding will charge the payment method provided by you and will forward an electronic request to the relevant third party provider (e.g. mobile operator or issuer of Voucher) to provide the Products in the amount transferred, for the benefit of the recipient nominated by you.

You authorise Ding to act upon any instruction to charge the payment method provided by you through the Applications which has been transmitted using your password and/or any other authentication/identity verification process which you may require to be used in connection with the Applications.

Ding is not required to undertake any additional authentication or identity verification measures other than those required by applicable law or as Ding deems appropriate and sufficient to protect against fraud or money laundering and to maintain the security and proper use of the Applications to comply with any internal policy.

All charges concluded post successful authentication or identity verification are your sole responsibility and liability.

Ding shall accept liability for the non-execution or defective execution of Services purchased through the Applications, subject to your adherence with these Terms, the proper use of the Applications as instructed by Ding, and the absence of any misrepresentation, fraud or negligence by you. Such liability, if incurred, shall be strictly limited to the amount of the unexecuted or defective Services.

## **8. Auto top-up**

If you select “auto top-up”, the payment method provided by you will be charged for the initial Top-up and automatically charged for each subsequent Top-up on the payment dates specified by you (e.g. every 7, 14, 28 or 30 days). You will be charged for an auto top-up no more than 24 hours before the auto top-up is sent. If the payment method provided by you is declined for payment of your auto top-up, your auto top-up will be cancelled and you will be required to create a new auto top-up with a valid payment method.

You may cancel any auto top-up you have set up on your Account at any time and the cancellation will be effective before the next auto top-up payment is due to be paid. For example, if your auto top-up is paid every 28 days, you may cancel that auto top-up at any time before the expiry of the relevant 28 day period, and no further auto top-up payments will be charged to your chosen payment method. You will not receive a refund for any previous auto top-up payments.

When you set up an auto top-up, the Top-up amount and any processing fees as at the date of setup will be charged for each subsequent auto top-up payment. If you set-up

an auto top-up for an international Top-up and the Top-up you purchase is to be received in a different currency to the currency of your chosen payment method, the amount you will be charged for the auto top-up on each payment date may vary based on the FX rate on the applicable payment date and will be subject to an airtime conversion fee.

If the price of Top-up increases which results in an increase in the price of your auto top-up, Ding will notify you by giving you at least 14 days' notice before the price increase. The increase will apply to the next auto top-up payment due from you after the notice. If you are given less than 14 days' prior notice, the price increase will not apply until the next payment following the expiry of the 14 day notice period. If you do not wish to pay the increased price for an auto top-up, you may cancel the auto top-up as described above. Subject to applicable law, you accept the increase by continuing to enable an auto top-up after the price increase takes effect.

Auto top-ups are automatically renewed unless discontinued. You can manage or cancel your auto top-ups in your Ding Account or by contacting our customer care team at **windtresupport@ding.com**.

Ding reserves the right to accept, refuse, discontinue or cancel the auto top-up Service.

## **9. Promotions**

From time to time, Ding or partner service providers will run promotions on the Applications. These promotions will be subject to additional terms and conditions and such terms and conditions (including the closing date for any promotion) will be displayed clearly on the Applications.

Ding is not responsible for promotions run by partner service providers and you must make your own inquiries with the relevant service provider directly before availing of, and relying on, the terms and conditions of any such promotion. You shall avail of any promotion in good faith and not misuse any promotional code provided to you.

## **10. Your Obligations**

The equipment and devices necessary to access the Applications shall be provided and be maintained by you solely at your expense. If you access the Applications through a mobile device you may be charged by your mobile service provider for internet access on your device.

You can download the mobile applications from the app stores free of charge. You are solely responsible for ensuring that you download any subsequent updates to the mobile applications from the relevant app store.

Ding reserves the right to modify equipment and software requirements as is necessary for it to continue or improve the provision of Services through the Applications.

You acknowledge that compliance with these Terms is designed to minimise the risk of unauthorised use of the Applications and harm to you, Ding or others, and therefore you are required to strictly adhere to these Terms. To the fullest extent permitted by law, you will be liable for any liability, loss, costs or damages to Ding or any third party as a result of your failure to adhere to these Terms.

## **11. Third Party Services**

Ding will not check the accuracy or completeness of the information or the suitability or quality of the products and services offered by third parties. Any Vouchers purchased through the Services will have their own terms and conditions, including applicable expiry dates and any other applicable restrictions and requirements.

Ding advises you familiarise yourself with any such terms and conditions before purchasing any Vouchers through the Services. You must make your own inquiries with the relevant third party supplier directly before relying on the third party information or entering into a transaction in relation to the third party products and services referred to on the Applications. Service providers are fully responsible for all aspects of their Products.

## **12. Withdrawal of Services**

These Terms apply to every Product you purchase through the Applications. Ding may disable your Account and suspend or withdraw the use of the Applications and/or the Services provided through it:

- i) upon reasonable prior notice to you;
- ii) immediately upon breach by you of these Terms or where Ding reasonably believes you are in breach of these Terms;
- iii) immediately upon your insolvency/bankruptcy or inability to pay any amounts due, whether commemorated through a legitimate formal legal petition or not, or other contractual incapacity. Ding reserves the right to commence debt collection actions within the bounds of the law under these conditions;
- iv) immediately if Ding reasonably believes that you have used the Applications and/or Services
  - (a) in violation of any law, rule, statute or regulation; or
  - (b) in connection with, or in any manner that encourages, promotes, facilitates or instructs others to engage in, any illegal, fraudulent, offensive, violent, immoral or indecent activity; or
  - (c) in breach of any number or value limits set by Ding from time to time.

These Terms do not have a minimum or finite duration and will continue to be binding on you for so long as you have an Account with Ding. You may cease using the Applications or Services and/or close your Account at any time without reason by giving

Ding written notice to that effect, but without prejudice to your liability for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

Ding reserves the right, acting reasonably, to refuse to process or cancel any transactions following termination of this Agreement or suspension or withdrawal of the Services. Ding is not responsible for any loss you may incur as a result of any transaction not being processed as part of the Services after termination of the Agreement or after any suspension or withdrawal of the Services.

### **13. Your Contribution**

Where you send Ding any feedback, suggestions, ideas or other materials in relation to or via the Applications or the Services provided, you agree that Ding can use, reproduce, publish, modify, adapt and transmit the communication mentioned above to others free of charge and without restriction, subject to Ding's obligations as provided under the Privacy Notice.

### **14. Variations of the Terms**

Ding reserves the right to modify, amend or vary these Terms for commercial or legal purposes. Any such variation shall become effective and shall be binding upon you fourteen (14) days after notice of such variation has been sent to you by any of the following means: email or by posting a message on the Applications.

You shall be entitled, upon receiving notice of any alteration to these Terms, to immediately cease using the Services and/or the Applications and/or close your Account by notifying Ding in writing but without prejudice to your liability for any indebtedness on any Account or any other obligation, financial, legal or otherwise that has arisen prior to the closure of your Account.

### **15. Links to other Websites**

Access to and use of the Applications is at your own risk and Ding does not represent or warrant that the use of the Applications or any materials downloaded from it will not cause damage to property, including but not limited to loss of data or computer virus infection.

Some pages on the Applications may link to websites or applications not created or maintained by Ding. You are hereby adequately notified and forewarned that when entering other websites or applications via such links, the terms and conditions, benefits, and privacy protections afforded by our Applications will not be applicable and you must make yourself aware of and become compliant with the requirements of those individual independently maintained websites or applications.

Ding is not liable in any way for the content, availability or use of such linked websites and you agree that you may access such links entirely at your own risk.



## 16. Notices

Save where expressly provided, any notice required to be given by you to Ding in connection with these Terms shall be given in writing and sent by email to **windtresupport@ding.com** or through the post addressed to:

### Customer Operations

Ding  
3 Shelbourne Buildings  
Crampton Avenue  
Shelbourne Road  
Ballsbridge  
Dublin 4, D04C2Y6  
Ireland

Save where expressly provided, any notice required to be given by Ding to you in connection with the subject matter of these Terms may be given by email or by posting a message on the Applications.

With your permission, Ding may from time to time contact you to keep you up to date about Ding's Services including new products, campaigns and promotions. For further information please review our Privacy Notice.

## 17. Intellectual Property Rights

For the purposes of this Agreement "Intellectual Property Rights" means all copyright, patents, registered and unregistered trademarks, registered and unregistered design rights, rights in databases and topography rights and other intellectual property rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights and all other forms or protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

You may only download, use, view and display the Applications (and the Intellectual Property Rights therein) solely for the purposes of using the Services and in accordance with the terms of this Agreement. Save for where otherwise specified, the Intellectual Property Rights in, and contents of, the Applications are owned by Ding or its licensors.

Reproduction, copying, modification, alteration, or adaptation of part or all of the contents of the Applications (including any graphics or trademarks) in any form is prohibited without Ding's prior consent, other than that which you are authorised by Ding to print or download for personal, non-commercial use.

Ding owns all Intellectual Property Rights that exist in the words "DING" and "EZETOP", and in any accompanying logo. Ding also owns all Intellectual Property Rights in the domain names [www.ding.com](http://www.ding.com) and its subsidiary sites. Ding takes cyber-squatting very seriously. Please notify any suspected incidents to **windtresupport@ding.com**.

## **18. Suspension of Services**

In the event of disruption to, or a failure, unavailability, fault or malfunction of, or connected to, any product or system used in connection with the Applications or the Services, or where there is a real or potential security risk, Ding shall be entitled, without incurring any liability to you, to temporarily suspend the relevant Services or access to the Applications or your Account for such reasonable period as may be required to remedy, address or resolve the issue.

Ding may also suspend access to the Applications and/or your Account and/or Services as required for maintenance (whether emergency or planned) or upgrade work.

Without prejudice to Ding's rights at Section 12 above, you further agree and acknowledge that your access to the Applications and/or your Account and/or Services may be immediately suspended where Ding reasonably believes that you have used the Applications and/or Services

- (a) in violation of any law, rule, statute, or regulation; or
- (b) in connection with, or in any manner that encourages, promotes, facilitates or instructs others to engage in, any illegal, fraudulent, offensive, violent, immoral or indecent activity; or
- (c) in breach of any number or value limits set by Ding from time to time.

In the event of such suspension, Ding may reinstate access to your Account and recommence providing Services to you at its sole discretion.

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## **19. Force Majeure**

Ding shall not be liable or in breach of its obligations under this Agreement if there is any total or partial failure of performance of its duties and obligations occasioned by any act of God, fire, act of government or state or other third party, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer or network or settlement system, failure of or delay in any mobile phone network, prevention from or hindrance in obtaining any airtime, energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond Ding's control.

## **20. Security, Maintenance and Availability**

You agree, acknowledge and accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. As a consequence, Ding cannot guarantee the privacy or confidentiality of communications via such media although it will (and shall procure

that its service providers will) put in place appropriate security measures to protect these methods of communications.

From time to time it may be necessary to or desirable for security reasons, maintenance (whether emergency or planned), upgrades or other reasons to:

- make certain or all of the Applications or Services unavailable to you; and/or
- delay implementation of any new Services; and/or
- withdraw, replace or reissue your password; and/or
- change authentication procedures or processes for accessing the Applications or the Services,

while using reasonable endeavours to minimise any inconvenience caused.

You acknowledge and agree that these events may occur and that Ding bears no liability when such events occur. Where Ding changes authentication procedures for accessing the Applications or the Services therein, notwithstanding any other terms of this Agreement, Ding may introduce these procedures by giving instructions to you via the Applications in respect of which such procedures are being introduced.

## **21. Agency and Assignment**

You agree that you have entered into this Agreement for your own benefit and not for the benefit of another person, and that you may not subcontract or assign any of your rights or obligations under this Agreement.

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## **22. Limited Liability**

Ding bears no responsibility for use of the Applications and/or Services in connection with any unauthorised, illegal, fraudulent, offensive, violent, immoral or indecent activity. Save as set out at Section 7 above, Ding, its directors, employees, officers or agents exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation any direct, indirect, incidental, special, or consequential, exemplary or punitive loss or damage or any loss of income, money, data or goodwill) arising out of or in connection with your use of the Applications, Products or the Services. This does not limit in any way our liability for death or personal injury caused by our negligence or for any other matter which it would be illegal for us to exclude our liability.

No damages other than compensatory damages, strictly limited to the amount of Top-up or other value paid in relation to Services provided through the Applications, where fault lies solely with Ding, shall be incurred by Ding. No right of indemnity exists for you against Ding.

Furthermore, Ding will incur no independent or third party or vicarious liability in relation to the failure by you to adhere to the terms and conditions contained and referenced herein or on other related and linked independently operated websites by third parties.

You agree and acknowledge that the Applications and the Services and content provided through them are provided “as is”. To the fullest extent permitted by law, Ding makes no warranties in relation to the use and availability of the Applications or the Services provided through them.

### **23. Governing Law**

This Agreement, the Applications and the provision of Services will be governed by the laws of Ireland. If any claim or dispute arises from, out of or in connection with this Agreement and/or your use of the Applications or any Services, you agree that the courts of Ireland will have exclusive jurisdiction over all such claims or disputes, without prejudice to your rights under applicable legislation.

### **24. Severability**

If, at any time, any provision of this Agreement (or any part of a provision of this Agreement) is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of the remainder of this Agreement (including the remainder of a provision where only part thereof is or has become illegal, invalid or unenforceable).

### **25. Waiver**

Any waiver of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on Ding’s part to exercise or avail of any right, power or privilege operate as a waiver of any breach or default by you.

### **26. Customer Care & Contact Information**

If you have any questions about this Agreement or any complaints or require any assistance with the Applications or the Services, we are always here to help. You can get in touch with us 24 hours a day, 365 days a year using one of the options below. Complaints can also be made via the European Commission’s Online Dispute Resolution platform, available [here](#).

**Email us: [windtresupport@ding.com](mailto:windtresupport@ding.com)**

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