

Terms and Conditions

Credit and Debit Card Online Authentication Service

These terms and conditions (“**Terms and Conditions**”) govern the utilization of CBI’s online transaction authentication service (the “**Service**”). These Terms and Conditions are supplemental to and shall be read in conjunction with Bank’s Credit Card Terms and Conditions (if a Credit Card is used) and the General Terms and Conditions of Accounts and Banking Services for Individuals (if a Debit Card is used), hereinafter referred to collectively as the “**Agreement**”, and shall govern together all aspects of the Service.

1. DEFINITIONS

In these Terms and Conditions, where the context so admits, the capitalized terms used herein, but not defined, shall have the same meaning ascribed to them under the Agreement unless the context otherwise requires.

2. ACCEPTANCE OF TERMS

2.1 Use of the Service constitutes Cardholder’s acceptance of the Terms and Conditions. In addition, when using the Service, the Cardholder shall be subject to any guidelines or rules applicable to the Service that may be posted from time to time on the Bank’s website.

2.2 The Cardholder agrees that continued use of the Service after revisions to the Terms and Conditions shall constitute his agreement to such revised Terms and Conditions and any additional applicable posted guidelines or rules.

2.3 Unless explicitly stated otherwise, any new features that supplement, amend, enhance or otherwise change the Service shall be subject to these Terms and Conditions and the Agreement.

2.4 The Bank shall have the absolute discretion to amend or supplement these Terms and Conditions in accordance with Clause 10 (*Amendments of the Terms and Conditions*) of these Terms and Conditions.

2.5 The Cardholder shall be responsible for regularly reviewing the Terms and Conditions stipulated by the Bank including amendments thereto as may be sent to him or as may be posted on the Bank’s website. Such amended terms and conditions stipulated by the Bank will thereupon apply to and be binding on the Cardholder in the event of continued usage of the Service after the effective date of the amendment.

3. USING THE SERVICE

3.1 In order to use the Service, the Cardholder must have access to the internet, computer and must pay service fees (*if any*) associated with such access. For avoidance of doubt usage of the Service is limited to online and internet transactions only.

3.2 When the Cardholder uses the Service to purchase from Verified by Visa/ MasterCard SecureCode enabled retailers over the internet, an electronic receipt will be presented to him at the end of the checkout process. The electronic receipt includes details of the purchase, such as merchant name, purchase amount and date. The Cardholder will sign the electronic receipt using a one time password (“**OTP**”), which will be sent to the mobile number of the Cardholder currently maintained on Bank’s record and which has to be typed into the computer within a prescribed timeframe, and click ‘Submit’ to proceed with the purchase.

3.3 Without the OTP, the purchase cannot take place. If the password is incorrectly entered for more than three (3) times the purchase session will be blocked.

3.4 If the Cardholder does not receive an OTP or if the OTP was not inputted within the required timeframe, a new OTP can be sent by clicking on the ‘Resend OTP’ link.

3.5 If the Cardholder changes his mobile number, the Cardholder must notify the Bank immediately to ensure that the Bank’s records are up to date. The Bank assumes no liability for any failure on Cardholder’s part to ensure that the mobile number of the Cardholder on the Bank’s record are correct and up to date.

3.6 The Cardholder acknowledges that by using the Service over the internet, the Cardholder will not sign charge-slips at the time of making the online payment. The Cardholder further accepts that in the event of any dispute regarding the authenticity or validity of such a payment after being authenticated through the Service, for any reason whatsoever, the Cardholder shall be liable to pay the outstanding amount. The Bank shall not be liable, in any manner whatsoever, for the same.

4. DEALINGS WITH MERCHANTS

Cardholder acknowledges that his correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Cardholder and such merchants. The Cardholder agrees that, except as otherwise provided by these Terms and Conditions, the applicable laws, the Agreement, the Bank shall not be responsible or liable for any loss or damage of any sort incurred as the result of such dealings. The Cardholder understands that the use of the Service does not, in any way, indicate Bank’s recommendation or endorsement of any merchant, regardless of whether the merchant participates in Verified by Visa / MasterCard SecureCode program. The Cardholder further acknowledges that neither the Bank nor the Verified by Visa / MasterCard SecureCode shall verify the identity of the merchant or the quality of the merchant's goods or services.

5. OTP AND SECURITY

5.1 The OTP will allow for the payments to be concluded through the internet and the Cardholder is the sole and exclusive owner of the OTP and shall accept sole responsibility for use, confidentiality and protection of the OTP as well as for all payments made using OTP. The use of the Card for making payments on the internet is at the Cardholder's own risk and sole responsibility.

5.2 Any payment made on the internet using the OTP generated in relation to the Card shall be deemed to be an instruction received from the Cardholder.

5.3 The Cardholder is solely responsible for maintaining the confidentiality of the OTP and other verification information established with the Service, and all activities that occur using the OTP or other verification information supplied to or established with the Service.

5.4 The Cardholder agrees and acknowledges that any loss, damage, liability caused or suffered by the Cardholder due to disclosure of all information of confidential nature shall be borne by the Cardholder without transferring any liability or responsibility towards the Bank.

5.5 The Cardholder agrees not to transfer or sell the use of, or access to, the Service to any third party. The Cardholder shall be solely responsible for the payments made through the internet even in the event the Cardholder claims non-possession or loss of the Card and shall not claim the invalidity of the such payments.

5.6 The Cardholder undertakes to immediately notify the Bank of any unauthorized use of the OTP or other verification information, or any other breach of security.

5.7 The Cardholder acknowledges and agrees that, except as otherwise provided by applicable law, the Terms and Conditions or the Agreement, the Bank shall not be liable for any loss or damage arising out of or in connection with Cardholder's failure to comply with the Terms and Conditions.

6. CONDUCT OF THE CARDHOLDER

The Cardholder agrees not to:

6.1 Impersonate any person or entity using the Service.

6.2 Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Service.

6.3 Spam the Service website.

6.4 Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service website or the software used in connection with the Service.

6.5 Remove any copyright, trademark, or other proprietary rights/ notices contained in the Service.

6.6 'Frame' or 'mirror' any part of the Service website without the Bank's prior written authorization.

6.7 Use any robot, spider, site search / retrieval application, or other manual or automatic device or process to retrieve, index, 'data mine', or in any way reproduce or circumvent the navigational structure or presentation of the Service website or its contents.

6.8 Otherwise interfere with, or disrupt, the Service or servers or networks connected to the Service, or violate the Terms and Conditions or any requirements, procedures, policies or regulations of the Service or of any networks connected to the Service.

6.9 Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by the Bank in connection with the use of the Service.

7. CARDHOLDER'S REPRESENTATIONS AND WARRANTIES

7.1. The Cardholder represents that he has reached the age of majority according to the applicable laws in the United Arab Emirates and has the legal capacity to use the Service and to create binding legal obligations for any liability he may incur as a result of the use of the Service.

7.2 The Cardholder represents that the mobile number of the Cardholder as maintained in the Bank's record are up to date and warrants to keep the Bank updated in relation to any future change in his mobile number.

7.3 Except as otherwise provided by applicable laws or in the Agreement, the Cardholder agrees and understands that he is financially responsible for all uses and transactions authenticated by the use of the Service in relation to the Card.

7.4 The Cardholder shall comply with such guidelines, instructions or terms as the Bank may prescribe from time to time with respect to the Service.

7.5 The Cardholder agrees that any illegal or improper use of the Service shall render the Cardholder liable for payment of financial charges as decided by the Bank and will result in suspension of the Service.

8. LIMITATION OF LIABILITY

8.1 Under no circumstances shall the Bank be liable for consequential, incidental, special, direct or indirect losses or other damages directly or indirectly resulting from using the Service.

8.2 The Bank assumes no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, Cardholder's computer equipment or other properties of the Cardholder on account of access to, use of, or downloading from the Service website or the use of the Service.

8.3 The Cardholder shall be responsible for all instructions and transactions conducted or sent using the Card or the OTP.

8.4 The Bank shall not be liable for any unauthorized transactions occurring through the use of the Service and the Cardholder hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

8.5 The Bank shall under no circumstance be liable if the Service is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Cardholder or by any other person.

9. DISCLAIMER OF WARRANTIES

9.1 Cardholder expressly understands and agrees that any software downloaded or used in relation to the Service shall be at the Cardholder's own discretion and risk and the Cardholder will be solely responsible for any damage to his computer system or loss of data or any other damage that results from the download or use of any such software. The Bank does not make any representations or warranties as to the performance of the third party involved in delivery of the Service, in specific the Bank does not guarantee that any third party contribution in the Service would be virus free or error free.

9.2 Except as otherwise required by any applicable law, the Bank makes no representations or warranties, express or implied, in relation to the Verified by Visa / MasterCard Secure Code, including any warranties as to merchantability, fitness for a particular purpose, accuracy and

completeness.

10. AMENDMENTS TO THE TERMS AND CONDITIONS

The Bank reserves the right to amend the Terms and Conditions, with immediate effect, at any time without notice of such amendments. At the Bank's sole discretion, a written notice of such amendments may be sent to Cardholder's address, including any email address or physical address, that is maintained on the Bank's records in relation to the Cards, or by publishing them on the Bank's website.

11. TERMINATION

11.1 The Bank may, temporarily or permanently, deactivate the Service without notice at any time, with or without any reasons.

11.2 The Bank may, temporarily or permanently, amend or discontinue the Service, without notice, where the amendment or discontinuation is required by Visa International/ MasterCard International who run the payment systems for the Card used with the Card Accounts.

11.3 The Cardholder acknowledges that he will not be entitled to any indemnity or compensation arising out of or in connection with such termination of Services by the Bank.
