



Bank AL Habib Limited
بينك الحبيب لميڤڤ



3D SECURE TERMS & CONDITIONS

Please read these Terms and Conditions carefully before using 3D Secure Service. In this Agreement, "Issuer" refers to the Bank that issued your Bank AL Habib Credit Card and Debit Card; "we," "us," and "our" refer to Issuer or its suppliers of card processing and web-hosting services; and "you," "your," or "yours" refers to the BAHL Credit Card and Visa Debit Cardholder using 3D Secure Service. 3D Secure Service is subject to these Terms and Conditions governing the card transactions for which 3D Secure Service is used.

1. ACCEPTANCE OF TERMS

- a. We provide 3D Secure Service to you, but we may use third party service providers to operate the service or part of it on our behalf, subject to the following Terms and Conditions governing the card transactions for which 3D Secure Service is used. The Terms and Conditions may be updated by us from time to time on the BAHL website without notice to you. Use of the service constitutes your acceptance of these Terms and Conditions. In addition, when using 3D Secure Service, you shall be subject to any guidelines or rules applicable to 3D Secure Service that may be posted from time to time on the BAHL website.
- b. You agree that use of 3D Secure Service shall represent your acceptance of these Terms and Conditions, and that continued use of 3D Secure Service after revisions to these Terms and Conditions shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- c. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change 3D Secure Service shall be subject to this Terms and Conditions.
- d. The Issuer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, 3D Secure Service or any part thereof with or without notice where we consider necessary or advisable to do so, for example, to protect you when there is a suspected breach of security.
- e. We reserve the right to change these T&Cs and fees relating to the Service, if any, at any time, and you agree to be bound by all changes we make. Notice of any changes to these T&Cs may be made by posting a notice on our website or such other means as we, acting reasonably, may determine.
- f. Bank AL Habib is indemnified against any and all actions, proceedings, liabilities, claims, losses, damages, costs and expenses incurred or sustained by Bank AL Habib in relation to or arising as a result of action of internet session.
- g. In case a non 3D secure website is used to perform an online transaction, an OTP will not be generated and the liability for all reversals will reside with the merchant. Therefore, kindly avoid using non 3D secure websites.
- h. The OTP will be sent to Basic Card holder's mobile number and email address registered with the Bank. Although, Supplementary card holder can perform e-commerce transactions but the OTP will be sent to Basic card holder's contact details.

2. DESCRIPTION OF 3D SECURE SERVICE

3D Secure Service provides you with a way of increasing security for online transactions for which 3D Secure Service is used, by reducing the chances of fraud for those transactions by authenticating your genuineness through a One Time Password (OTP) sent on your mobile number and email address registered with the Bank and is required to be entered on the 3D Secure enabled merchant. 3D Secure Service may also be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes.

3. REGISTRATION

- a. To activate the e-commerce transactions service and to utilize this facility, please contact our 24/7 Call Center (+92 21)111-014-014
- b. In order to use 3D Secure Service, you must have the ability to access the World Wide Web and shall pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the

World Wide Web, including a computer and modem or other access device.

c. You shall register a valid and accurate mobile number and email address with us to use 3D Secure Service and ensure that the latest mobile number and email address that we have in our records are up-to-dated before using 3D Secure Service. Further you agree that in case your mobile number or email address are not registered with us or you do not provide us with your updated mobile number and email address, we shall not be responsible for failure to provide 3D Secure Service and/or any loss caused to you.

d. By selecting the channel of One Time Password (OTP) communication, you hereby authorize us to send the OTP at your mobile number and email address registered with us.

e. You hereby acknowledge and agree that SMS/Email delivery for OTP is beyond our control. Additionally, there may be delay/non-delivery of the SMS/Email delivery, for which we shall by no means be responsible/liable in any manner whatsoever.

4. USE OF 3D SECURE SERVICE

a. Every time you make a payment online on 3D Secure enabled merchant website, you shall receive an OTP via SMS on your registered mobile number and email address. The OTP sent to your registered mobile number and email address shall be unique for each transaction and shall be valid for 10 minutes only.

b. If incorrect OTP is entered by you, the merchant may reject the transaction, for which we will not be liable in any manner whatsoever.

c. You hereby understand and unconditionally agree to a lag between card activation / mobile number update and being able to use 3D Secure Service is not in our control, and further agree to absolutely keep and hold us harmless and indemnified in this regard.

d. The mobile number and email address used by us for sending OTP shall be the details provided by you in your initial application, as may be updated by you, from time to time.

e. If you provide the mobile number or email address that is not correct or incomplete, or if we have reasonable grounds to suspect that your mobile number, email address and additional information required are not correct or incomplete, we shall have the right to suspend, terminate or refuse your current or future use of the 3D Secure Service.

f. If you are unable to provide adequate information to validate your identity, we may not be able to provide the 3D Secure Service to you, and therefore we reserve the right to not allow you to use the 3D Secure Service. You hereby warrant that the information you shall at all times provide is true, correct and complete and that you have the legal right to use the card you transact with.

5. CARDHOLDER PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your One Time Password (OTP), other verification information established by you with 3D Secure Service, and all activities that occur using the OTP or other verification information supplied to or established by you with 3D Secure Service. You agree not to transfer or sell your use of, or access to, 3D Secure Service to any third party or to negligently or fraudulently use the 3D Secure Service. You agree to immediately notify us of any unauthorized use of your OTP or other verification information, or any other breach of security. You acknowledge and agree that, we shall not be liable for any loss or damage arising from your failure to comply with these Terms and Conditions. It is our policy not to seek/send information such as personal information, account details and/or information on user id and password of your internet banking facility through email. In case you receive any email from an address appearing to be sent by us, advising you of any changes made in your personal information, account details or information on your user id and password of your internet-banking facility, PLEASE DO NOT RESPOND.

6. AUTHORIZATION OF DATA SHARING

We will not disclose the information to anyone other than as required by the service. You acknowledge and agree that 3D Secure Service may keep your card & transaction data and may also disclose your data if required to do so by Applicable Law, in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce these Terms and Conditions.

7. YOUR CONDUCT

a. You agree not to:

i. Impersonate any person or entity using 3D Secure Service:

- ii. 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 3D Secure Service;
- iii. Spam or flood the 3D Secure Service or Website;
- iv. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the 3D Secure Service or Website or the software used in connection with Verified by Visa service;
- v. Remove any copyright, trademark, or other proprietary rights notices contained in 3D Secure Service;
- vi. "Frame" or "mirror" any part of the 3D Secure Service or Website without Payment Scheme prior written authorization;
- vii. 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 3D Secure Service or Website or its contents;
- viii. Otherwise interfere with, or disrupt, 3D Secure Service or servers or networks connected to 3D Secure Service, or violate this Terms and Conditions or any requirements, procedures, policies or regulations of 3D Secure Service or of any networks connected to 3D Secure Service;
- ix. 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 Payment Scheme (all of which shall constitute "Applicable Law") in connection with your use of 3D Secure Service; **OR**
- x. Use 3D Secure Service to perform or to share in any activity engaged with money laundering or terrorism financing

8. LIABILITY

- a. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as, but not limited to, any damage to your computer or telephone service resulting from your use of 3D Secure Service.
- b. We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from 3D Secure Website.
- c. You shall be liable to indemnify us for all claims, losses and consequences which we may suffer or that may arise as a result of your breach of any of your obligations under these Terms and Conditions.

9. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through 3D Secure 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 you and such merchant. You agree that, we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of 3D Secure Service does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in 3D Secure Service. For example, 3D Secure Service does not verify the identity of the merchant or the quality of the merchant's goods or services.

10. DISCLAIMER OF WARRANTIES

- a. You expressly understand and agree that any software obtained through the use of 3D Secure Service is downloaded and used at your own discretion and risk and that except as otherwise provided in this Terms and Conditions, you shall be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through 3D Secure Service.
- b. Except as otherwise required by any applicable law, we make no representations or warranties about 3D Secure Service of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose.

11. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age (adult) to use 3D Secure Service and to create binding legal obligations for

any liability you may incur as a result of the use of 3D Secure Service. You understand that you are financially responsible for all uses of 3D Secure Service by you and those authorized by you to use your password or other verification information.

12. GOVERNING LAW & JURISDICTION

The 3D Secure Service and these Terms and Conditions shall be governed and construed in accordance with the laws of the jurisdiction where the BAHL branch that issued your BAHL Credit Card and Visa Debit Card is located. You submit to the exclusive jurisdiction of the courts of the said jurisdiction where the BAHL Credit Card and Visa Debit Card issuing branch is located, to resolve all disputes arising hereunder. However, we solely will have the option to initiate any legal action/proceedings against you in any other jurisdiction, if required.