

Terms and Conditions

Terms and Conditions of UAB 3D Secure service provided by United Arab Bank (UAB)

UAB's 3D Secure is a simple password-protected identity checking service designed to provide you with extra security when using your UAB Card for making purchases over the internet.

Please read these Terms and Conditions ("**Terms**") carefully before using UAB's 3D Secure service ("**Service**"). By registering for and/or using the Service, you acknowledge that you have read and understood these Terms and you agree to be bound by them.

UAB's 3D Secure service does not verify, endorse or give you any extra rights concerning quality or fitness for purpose of the goods or services that you purchase on the websites that offer the Verified by Visa and MasterCard SecureCode service. Please therefore ensure that you only make online purchases with reputable retailers.

After you have read the Agreement, please click "Accept" to agree to the Terms. If you do not agree, you will not be registered for or use the Service.

1. Definitions

In these Terms references to:

"**Bank**" refers to United Arab Bank

"**UAB Card**" means credit or debit card issued by UAB

"**our**", "**ours**", "**us**" and "**we**" refer to United Arab Bank; and

"**you**", "**your**" and "**yours**" refer to you, our customer.

"**UAB 3D Secure**" refers to the online authentication service provided through "Verified by Visa (VbV)" and "MasterCard SecureCode (MSC)" when purchasing goods from VbV / MSC enabled retailers over the internet.

"Verified by Visa / MasterCard SecureCode" refers to the anti fraud systems provided by VISA / MasterCard for additional security of online transactions at participating VBV / MSC websites.

"Online Merchants" Verified by VISA and MasterCard SecureCode participating online merchants

"Service" means 3D Secure Service offered by UAB PJSC

2. Description of the Service

- a) The Service provides you with an additional layer of security in online transactions by reducing the chances of fraud for transactions where the Service is used.
- b) Registering with UAB 3D Secure involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions for which UAB 3D Secure is used. The Service may also be used by you for record keeping and reporting purposes and also to resolve any transaction disputes.
- c) The Service can only be used when shopping online at Verified by VISA and MasterCard SecureCode participating online merchants.

3. Applicable terms

- a) When you use the 3D Secure Service, you must comply with these Terms and other applicable terms, including the terms relating to your cards like the card-cardholder agreements and the terms of our website from which you access the Service which include the statements:
 - i. Privacy Policy
 - ii. Terms & Conditions
- b) If these Terms contradict other applicable terms, these Terms will (in relation to your use of the 3D Secure Service) override those other terms to the extent that there is a contradiction.

4. Registration

- a) In order to access the 3D Secure Service, you must have the ability to access the internet and must pay any service fees associated with such access. In addition you must have the equipment necessary to make such a connection to the Internet and the supported versions of operating systems and other browsers necessary to utilize the Service.
- b) By registering for the Service, you are authorising us to use and retain certain information about you and your cards.
- c) Your registration for the Service is subject to our approval.
- d) Your failure to register for the Service may result in your inability to use your cards for online and other transactions which require authentication by the Service.
- e) If you have a question regarding the service registration process or a transaction involving the Service, please contact our customer services number mentioned on the back of your card.

5. Your information

- a) You must provide information that we reasonably request to enable us to provide the Service. If you do not provide adequate information to validate your identity, we have the right to deny the registration of the Service and may not be able to provide the Service to you.
- b) You must ensure that information you provide to us in relation to the Service is true, complete and up-to-date at all times.
- c) You warrant and represents that all information provided to us as part of any application for or in relation to Service is true and accurate and you hereby authorize us to make such enquiries as it considers necessary to confirm any such information.
- d) Your registration data, your other personal information including your use of the Service may be used for record keeping and reporting purposes, as well as to help resolve transaction disputes. Your registration data and other personal information relating to the Service, however, will not be transferred by us to the merchants.

6. Variation to these Terms, the Service and fees

- a) We may at any time vary, amend or supplement these Terms and fees relating to the Service as may be deemed appropriate by us and all such variations, amendments or supplements shall be binding to you, whether or not actually receives notifications of the same by you. You acknowledge and agree that UAB may issue notices of such variations, amendments or supplements and post them to you or make the same available through the UAB's branches and / or website, advertisement or such other means as we, acting reasonably, may determine. You irrevocably agree that such means of communication are acceptable to you.
- b) You can review the most current version of the Terms at any time on www.uab.ae
- c) You agree that the continued use of the Service after you have been advised of the revisions to these Terms shall constitute your agreement to such revised terms.
- d) All charges and fees pursuant to or in connection with Service and with these Terms are non-refundable.
- e) We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, all or any part of the Service with or without notice and we are not obliged to support or update the service or the Website.

7. Your Password / SecureCode and PAM (Personal Assurance Message)

- a) In order to use the Service, you must provide certain information to us that allow us to validate your identity and verify that you are the authorized owner of the card. The information that you provide to us will be validated against your information that we already have on file.
- b) When you register for the Service, you will need to designate a 3D Secure password ("Password") and a personal assurance message ("PAM").
- c) We use your Password to identify you. Clause 11 sets out your liabilities for everything that is done with your Password
- d) You should use your PAM to identify us.

- e) You must keep your Password and your PAM secret and secure at all times and take steps to prevent unauthorised use of your Password and your PAM.
- f) You agree to follow the guidance and any security recommendation or procedures issued by us from time to time including those provided on-line. Your failure to do so will constitute a breach of these Terms and will be deemed as negligence on your part.
- g) If you suspect or know that someone else is using your Password and/or PAM, you must notify us immediately. You must also inform us immediately of any unauthorized use of your Password or PAM, or any other breach of security.
- h) We may request you to change your Password and/or PAM for security or administrative reasons. In this event, we will notify you of such request by telephone and / or in writing.
- i) We shall not be liable for any transaction authenticated by the Password, PAM or other verification information relating to the Service, except as otherwise provided by law.

8. Authentication

- a) By registering for the Service, you authorise us and the use of the Service to authenticate your identity, your cards and/or the use of your cards to make payment for the transactions concerned.
- b) When engaging in an online transaction or other transactions for which the Service is used, you may be required to enter your 3D Secure Password before the merchant accepts your cards in payment for the transactions. If you are unable to provide your 3D Secure Password or if the authentication through the Service fails, the merchant may not accept your cards in payment for the transactions concerned. We cannot be held liable for any merchant's refusal to accept your cards for the said payment, whatever the reasons shall be.
- c) Any online purchase made with your UAB Card will be declined if you have not registered for our 3D Secure service.

9. Accuracy of information

- a) If there is any inconsistency between our internal records and information relating to your cards and the related card accounts or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

10. Exclusion of warranties and limitation of our liability

- a) We give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service or the identity of the merchant, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, delivery, fitness for a particular purpose, good title and non-infringement;
- b) We will not be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages under any circumstances;
- c) Due to the nature of the Service, we will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is directly and solely caused by our negligence or deliberate default;

- d) We will not be held liable to you or any third party for any modification, enhancement, suspension or discontinuance of the Service, whether within or outside our control

11. Your liability [for unauthorised transactions]

- a) If you have acted negligently or fraudulently, you are liable for all claims, losses and consequences arising from or in connection with your use of the Service.
- b) If you let any other person use your 3D Secure Password or have knowledge of your PAM, you are liable for all claims, losses and consequences arising from or in connection with all transactions made using the Service by or with the consent of that person.
- c) If you have contributed to an unauthorised transaction, you may be liable for some or all of the losses resulting from the unauthorised transaction. Ways you can contribute to an unauthorised transaction include selecting an unsuitable 3D Secure password, keeping a written record of your 3D Secure Password and your PAM, disclosing your 3D Secure Password or PAM to any other person, failing to take reasonable steps to prevent disclosure of your 3D Secure Password or PAM to any other person, failing to take reasonable steps to observe any of your security duties referred to in these Terms and unreasonable delay in notifying us of an actual or possible disclosure to any other person of your 3D Secure Password or PAM.
- d) If you have promptly reported an actual or possible disclosure of your 3D Secure Password or PAM to us, you are not liable for loss occurring after you have notified us unless you have acted fraudulently or negligently.
- e) You are not liable under these Terms for loss caused by:
 - i. Fraudulent or negligent conduct by our employees or agents, or parties involved in the provision of the Service;
 - ii. Faults that occur in our systems, including the systems used to provide the Service, unless the faults are obvious or advised by a notice or message;
 - iii. Any other transactions where it is clear that you could not have contributed to the loss.
- f) Clauses 11(a) to (e) set out your liability for use of your 3D Secure Password and PAM. Except to the extent that Clauses 11(a) to (e) limit your liability in specific circumstances, you are liable to indemnify us for all claims, losses and consequences arising from or in connection with your use of the Service, use of the Service by any person using your 3D Secure Password or PAM, and losses and consequences otherwise caused or contributed to by you.

12. Your conduct

You must not:

- a) Create a false identity or otherwise attempt to mislead others as to your identity
- b) Impersonate any person or entity using the Service;

- c) Upload, post, e-mail 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;
- d) Spam or flood the Website or Service;
- e) Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service or the Web site or the software used in connection with the Service;
- f) Remove any copyright, trademark, or other proprietary rights notices contained in the Service;
- g) 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 Website or Service or its contents or use the Website to collect or harvest personal information, including, without limitation, e-mail addresses or financial information, about other users;
- h) 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; or
- i) Intentionally or unintentionally violate any applicable local, provincial, federal, or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by us or [MasterCard and VISA] in connection with your use of the Service.

13. Suspension and Termination

- a) We reserve the right to, at any time, suspend the Service without notice where we consider necessary or advisable to do so, for example, to protect you when there is a suspected breach of security, or when we have reasonable grounds to suspect that your registration data is untrue, inaccurate, not current or incomplete or we need to suspend the Service for maintenance or other reasons.
- b) We may, without giving you notice or reason, terminate the Service or its use by you.

14. General

a) Communications:

Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) 48 hours after posting or (where sent by facsimile transmission, telex, email or SMS) immediately after transmitting to the facsimile or telex number or email address or mobile number last notified by you to us, with whatever communication mean which the bank finds suitable. Communications sent by you to us are deemed to be delivered to us on the day of actual receipt.

b) Severability:

If any part of these Terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement.

c) Waiver:

- i. A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
 - ii. No failure and / or delay by us exercise of any right, power or privilege, under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
- d) **Governing Law and Jurisdiction:** The Service and these Terms are governed by and must be construed in accordance with the laws of UAE. The parties submit to the non exclusive jurisdiction of the Courts of the Dubai International Financial Centre (DIFC).

15. Date of last update

- a) These Terms were last updated on [Date: 24/04/2015]