

## Terms and Conditions of Bank Audi S.A.L 3D Secure.

Please read the Terms and conditions carefully before using this Service.

### 1. Definitions

In these Terms and Conditions, where the context so admits, the following expressions (whether in capital letter or not) shall have the meanings assigned to them below unless the context otherwise requires:

Bank refers to Bank Audi sal.

Card means a Credit, Debit , or prepaid card issued by Bank Audi sal and used for accessing or utilizing Bank Audi 3D secure Service.

We, Us and Our refer to the Bank and its suppliers of card processing and web-hosting services.

You, Your and Yours refers to our customer, the Bank Audi cardholder(s) using Bank Audi 3D Secure.

3D Secure refers to the online authentication Service provided through Verified by Visa (VbV) and MasterCard Secure Code (MSC) when purchasing goods or place an order from VbV / MSC enabled retailers over the internet. Verified by Visa / MasterCard, Secure Code refers to the anti-fraud systems provided by VISA / MasterCard for additional security of online transactions at participating VbV / MSC Website.

“Service” means 3D Secure Service Offered by the Bank.

**OTP** - One-Time Password (OTP) is an online verification code sent to your registered mobile number and or email address, whichever is selected to complete an internet-based transaction with your Bank Audi Card from Verified by visa / MasterCard secure code enabled retailers.

*The Terms and Conditions of this Service supplements the terms and conditions relating to your cards like the General Bank Credit Cards Terms and Conditions and the General Terms and Conditions of Accounts and Banking Services (hereinafter referred to collectively as the “Agreement”) and shall govern together Bank Audi 3D secure Service.*

If the present terms and conditions contradict other applicable terms, these terms with relation to your use of the 3D Secure Service override those other terms to the extent that there is a contradiction.

## 2. Acceptance of terms

Bank Audi 3D Secure is provided to you, subject to the following Terms and Conditions. You hereby expressly agree that the Terms and Conditions may be updated and amended by us occasionally at any time for any reason and as may be determined appropriate by us without prior notice and you agree to be bound by all changes we make.

The Finalization of a transaction constitutes your acceptance of the latest version of the terms and conditions of use of this Service. You confirm that the generation and use of this Service represents your express ACCEPTANCE OF THE TERMS AND CONDITIONS, which become part of the card issuing Agreement. In addition, when using Bank Audi 3D Secure, you shall be subject to any guidelines or rules applicable to Bank Audi 3D Secure that may be posted from time to time on the Bank's website and/or notified to you.

Unless explicitly stated otherwise, any new features that augment enhance or otherwise change Bank Audi 3D Secure shall be subject to the Terms and Conditions.

The Bank reserves the right, at its sole discretion the right to improve, to modify or discontinue Bank Audi 3D Secure (or any part thereof), at any time, temporarily or permanently, with or without prior notice. Bank Audi shall not be liable in any way whatsoever to any person in the event it decides unilaterally to modify or discontinue, temporarily or permanently, the 3D Secure Service. Therefore, you expressly agree that we cannot held liable for any losses and/or damages caused by the failure to follow these terms and conditions related to the Service.

## 3. Description of bank Audi 3D secure

Bank Audi 3D Secure provides you with a security standard for electronic commerce transactions (by Internet) which incorporates the latest technologies available for which VbV / MSC is used, by reducing the chances of internet fraud where the Service is used. For the avoidance of doubt, Bank Audi does not guarantee, in any way whatsoever, that online transactions will not be subject to acts of fraud despite your use of the 3D Secure Service. Paying with Bank Audi 3D Secure involves providing us with information used to confirm your identity in connection with your online transactions or other transactions for which Bank Audi 3D Secure is used.

## 4. Using the 3 D secure Service and Authentication

In order to use Bank Audi 3D Secure in accordance to these terms and conditions, you are required to have access to the internet and to pay any service fees in relation with such access. Furthermore, you are obliged to have the equipment necessary to make such a connection to the internet, including a computer and modem or other access device. For avoidance of doubt, Bank Audi 3D secure Services are limited to online and internet transactions only.

In the event you have a question regarding the Bank Audi 3D secure process or a transaction using Bank Audi 3D Secure, you should direct that question to the Bank's call center on 01-212120

When engaging in an online transaction, you may be asked to enter an OTP before your transaction is accepted with the merchant. If you are unable to provide a correct OTP, you will not be able to proceed with the purchase and your transaction will be declined with the retailer at your own responsibility

When you use Bank Audi 3D Secure to purchase from Verified by Visa / MasterCard SecureCode enabled retailers over the internet, you will be asked to authenticate the transaction by using an OTP "One Time Password" that will be sent to your card registered mobile number and/or email ID. You must ensure that Your Mobile Phone or the device you are using can receive SMS or Email at the time of your purchase. You will be triggered to enter the OTP on the authentication screen to confirm your purchase. Without your OTP, the online purchase cannot take place at participating online retailers. If the OTP is incorrectly entered 3 times consecutively you will not be able to proceed with the purchase and your transaction will be declined with the retailer at your own responsibility.

If you did not receive an OTP during your purchase, you can request it again by pressing. "Didn't receive an OTP (One Time Password), press here .

If you change your mobile number and /or email ID, you must notify us immediately to ensure that our records are up to date.

You will bear all the risks and liabilities arising from not informing us immediately the amendments of your mobile number and /or email ID.

You will be responsible for any fees or charges imposed by your Mobile Phone or any device used by you in connection with your use of the 3D Secure Service.

## 5. Card OTP and security

The OTP is automatically generated and is known only by you and will only be valid for the purchase you have made it for.

Therefore, You are solely responsible for maintaining and protecting the confidentiality of the OTP you receive and other identification data that you use with Bank Audi 3D Secure, and all activities that occur using your OTP, registration data or other verification information supplied to or established by you with Bank Audi 3D Secure. You agree not to transfer or sell your use of or access to Bank Audi 3D Secure to any third party, and therefore you will be fully responsible in this regard. You commit yourself to immediately notify us if you have any suspicious regarding the use of your OTP or other verification information, or any other breach of security. You accept not to disclose, under any circumstances, the information related to your OTP and identification data (card number, expiration date, CVV2 code, etc...) In this respect you understand that we are not liable for any loss or damage that may occur through failure by you of respecting these Terms and conditions of this Service. 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 identification and password of your internet-banking facility, therefore you acknowledge and agree not responding to such emails.

## 6. Privacy Of Data

Your information entered in connection to the use of the Service will not be transferred to the merchants or online retail merchants in other transactions for which Bank Audi 3D Secure is used.

You acknowledge and agree that Verified by Visa / MasterCard Secure Code may keep your data and also may disclose it if required to do so by the applicable laws, in the good faith belief that such retention or disclosure is permitted by the applicable laws, or as reasonably necessary to (i) comply with legal process and proceedings or (ii) provide it to the police or any prosecuting authority to facilitate and enable any suspected use of your security details or (iii) enforce the Terms and Conditions.

You also acknowledge and agree that we may use the data you have provided to administer the Bank Audi 3D Secure process.

## 7. Your conduct

You agree at your own responsibility and liability not to:

Create a false identity or otherwise attempt to mislead others as to your identity.

Impersonate any person or entity using Bank Audi 3D Secure 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 Bank Audi 3D Secure.

Spam or flood the Bank Audi 3D Secure Website or service.

Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Bank Audi 3D Secure Website or service or the software used in connection with Bank Audi 3D Secure.

Remove any copyright, trademark, or other proprietary rights / notices contained in Bank Audi 3D Secure.

'Frame' or 'mirror' any part of the Bank Audi 3D Secure Website or service without Bank Audi's prior written authorization.

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 Bank Audi 3D Secure Website or service or its content.

Interfere with, or disrupt, Bank Audi 3D Secure or servers or networks connected to Bank Audi 3D Secure, or violate the Terms and Conditions or any requirements, procedures, policies or regulations of Bank Audi 3D Secure or of any networks connected to Bank Audi 3D Secure.

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 your use of Bank Audi 3D Secure.

## 8. Liability

Under no circumstances shall the Bank be liable for consequential, incidental, special or indirect losses or other damages directly or indirectly resulting from using Bank Audi 3D Secure Services and/or any damage and/or any viruses to your data, software, computer or telephone service or other equipment resulting from your use of Bank Audi 3D Secure.

You agree that we shall not be liable in any way and in any form for any loss and or damage and or consequence arising from or in connection with your use of the Service, use of the Service by any person using your OTP, and consequences otherwise caused or contributed to by you.

You are fully and solely responsible for all instructions and transactions conducted or sent using your OTP.

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.

## 9. Termination

We reserve the right to, at any time without prior notice or reason where we consider necessary or advisable, to temporarily or permanently, de-activate your ability to use Bank Audi 3D Secure and terminate your relationship with the Bank at any time, with or without fault on your part.

You agree that we shall not be liable for any loss and or damage arising directly or indirectly from or in connection with the termination by us of the use of the Service as mentioned above.

## 10. Dealings with merchants

You have the freedom to buy goods/services over the internet by accessing this Service.

However, your correspondence with selected traders or business dealings with, or participation in promotions of, online retail or other merchants on or through Bank Audi 3D Secure, 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 merchants. You agree that the Bank will not be responsible or liable in any way for any loss or damage of any sort arising after your correspondence relationships with such dealings with the online merchants. It is fully understand that the use of Bank Audi 3D Secure does not, in any way, indicate that the Bank recommends or endorses any merchant, regardless of whether the merchant participates in Verified by Visa / MasterCard Secure Code. Neither the Bank nor Verified by Visa / MasterCard Secure Code do verify the identity

of the merchant nor make any statement about their goods or services or whether you should contract with them

You hereby agree that the Bank is not responsible for any refusal of this Service by any online merchants. Possible disputes or litigations between you and any merchant based on card transactions cannot affect your payment obligation and any complaint or claim made by you to third parties will not be used against the Bank.

You acknowledge that any dispute concerning the failure by the online merchant of the payment terms, delivery, and quality of goods/services purchased is resolved exclusively between you and the merchant.

## 11. Disclaimer of warranties

THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ABOUT Verified by Visa / MasterCard Secure Code, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 12. Amendments of the terms and conditions

We may at any time at our sole discretion vary, amend or supplement the Terms and Conditions without notice to you, in accordance with clause 2 above or by publishing them on the website or such other means as we, acting reasonably, may determine. You irrevocably agree that such means of communication are acceptable to you. All such variations, amendments or supplements shall be binding to you. The Bank may apply these variations, amendments or supplements with immediate effect to update or improve Bank Audi 3D Secure or to reflect any requirements imposed on us by any party that assists us in providing Bank Audi 3D Secure or by any competent authority.

The Bank may make changes with immediate effect if required to do so by any law or other regulatory requirement affecting us.

Without prejudice to clause 12 above, the Bank may at its sole discretion give you thirty (30) days' notice, in the form that we choose unilaterally, of any change in the Terms and Conditions however, the Bank is under no obligation to do so and the variations, amendments or supplements implemented will be deemed effective and in full force.

Bank Audi 3D Secure may be amended or discontinued, temporarily or permanently and without notice where the amendment or discontinuation is required by Visa International / MasterCard International that runs the payment systems for the Cards used with your accounts.

You agree that the continued use of the Service shall constitute your agreement to such revised terms and conditions.

### **13. Age and responsibility**

You confirm that you are above the legal age (age of majority) and that you have the legal capacity to use Bank Audi 3D Secure and to create binding legal obligations for any liability you may incur because of the use of Bank Audi 3D Secure. You agree and understand that you are financially and legally responsible for all uses of Bank Audi 3D Secure, whether it was by you or by people, you authorized to use your OTP and other verification information in accordance with these terms and conditions.

### **14. Severability:**

If any part of these terms and conditions 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 these terms and conditions.

### **15. The Lebanese Law governs the Terms & Conditions**

All disputes arising in connection with the present Terms and Conditions shall be finally settled under the Rules of Conciliation and Arbitration at the Beirut Chamber of Commerce and Industry by one arbitrator appointed in accordance with the said rules. The Parties hereto declare accepting the provisions of the said rules and undertake to abide by them.