



Terms and Conditions for Habib Bank UK's Verified by Visa

These Terms and Conditions ("**Terms**") explain your responsibilities and obligations relating to your use of Habib Bank UK VbV. By registering for and/or using Habib Bank UK VbV you acknowledge that you have read and understood these Terms and you agree to be bound by them.

1. Definitions

"Account" means your Habib Bank UK account to which debit card transactions are debited.

"Card" means the Visa debit card issued by us and which is registered by you for Habib Bank UK VbV;

"Habib Bank UK", "we", "us" and "our" means Habib Allied International Bank Plc.

"Habib Bank UK VbV" means the VbV service offered by us for you to use with your Card and Account.

"Identity details" means the personal information you provide us with when registering to use Habib Bank UK VbV.

"Personal Greeting" means the message you choose when you register which will be shown to you on a receipt when making online purchases through participating VbV retailers.

"Shopping Password" means the password you choose to identify yourself with when using Habib Bank UK VbV.

"VbV" means Verified by VISA. This secure service provides online authentication when purchasing goods from participating VbV retailers over the internet.

"You", "your" and "yours" mean the person who has entered into this agreement with us.

2. Registration

2.1 You can register your Card for Habib Bank UK VbV when shopping online at participating VbV retailers/web shops by following the online "Activation During Shopping" registration and "Activate Service" procedures.

2.2 By registering for Habib Bank UK VbV, you are authorising us to use and retain certain information about you, your Account and your Card(s).

2.3 Your registration for Habib Bank UK VbV is subject to our approval.

2.4 In order to activate your Card for Habib Bank UK VbV, you will need to designate a Shopping Password and a Personal Greeting.

2.5 Your failure to register for Habib Bank UK VbV may result in your inability to use your Card for online and other transactions which require authentication by Habib Bank UK VbV.



3. **Using Habib Bank UK VbV**

- 3.1 When you use Habib Bank UK VbV, both these Terms and your Account conditions will apply.
- 3.2 By registering for Habib Bank UK VbV, you authorise us and the use of the Habib Bank UK VbV to authenticate your identity, your Card and/or the use of your Card to make payment for the transactions concerned.
- 3.3 When you use Habib Bank UK VbV to purchase from participating VbV retailers/web shops over the internet an electronic receipt will be presented to you at the end of the checkout process. The receipt includes details such as your current purchase, store name, purchase amount, date, Card number (last four digits) and your Personal Greeting. If the details on the electronic receipt and the Personal Greeting are correct you sign the receipt using your Shopping Password and clicking 'Confirm' to proceed with the purchase. Without your Shopping Password, the purchase cannot take place at participating VbV retailers.
- 3.4 If the incorrect Shopping Password is entered more than 3 times you will not be able to proceed with the purchase until you enter the correct Shopping Password. If you have forgotten your Shopping Password you can create a new one by clicking on the 'forgotten your password' link. If you are unable to provide your Shopping Password or if the authentication through Habib Bank UK VbV fails, the merchant may not accept your Card in payment for the transaction concerned. We cannot be held liable for any merchant's refusal to accept your Card for the said payment, whatever the reasons may be.
- 3.5 If your Personal Greeting is not on a receipt or the Personal Greeting on the receipt is not yours, you should NOT sign the receipt and should notify us by calling the telephone number on the back of the Card or sending an e-mail to debitcard@habibbankuk.com.
- 3.6 Once you have registered your Card for Habib Bank UK VbV you will not be able to cancel that registration.

4. **Security**

- 4.1 You are responsible for maintaining the confidentiality of your Shopping Password and Personal Greeting.
- 4.2 We use your Shopping Password to identify you.
- 4.3 You should use your Personal Greeting to identify us.
- 4.4 You must keep your Shopping Password and your Personal Greeting secret and secure at all times and take steps to prevent unauthorised use of your Shopping Password and your Personal Greeting.
- 4.5 You agree to follow any guidance and security recommendations or procedures provided by us from time to time. Your failure to do so will constitute a breach of these Terms and will be deemed as negligence on your part.
- 4.6 If you have any concerns regarding the security of your Shopping Password and/or Personal Greeting you can change them at any time using the "forgotten your password" link.

4.7 We can stop you using Habib Bank UK VbV if:

4.7.1 you or someone else is using Habib Bank UK VbV illegally;

4.7.2 you are not keeping to these Terms or the conditions of your Account.

5. **Changing these Terms and conditions**

5.1 We may change these Terms by giving you 30 (thirty) days written notice of the change to any address provided by you or by publishing them on our website.

5.2 We may make changes with immediate effect to update or improve Habib Bank UK VbV or to reflect any requirements imposed on us by any party which assists us in providing Habib Bank UK VbV.

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

5.4 Habib Bank UK VbV may be amended or discontinued, temporarily or permanently, without notice where the amendment or discontinuation is required by Visa International Services Association who run the payment systems for the debit card(s) used with your Account(s).

6. **Suspension and Ending your Habib Bank UK VbV**

6.1 We reserve the right to at any time to suspend the Habib Bank UK VbV without notice where we consider necessary or advisable to do so, for example (without limitation), 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.

6.2 We can end your use of Habib Bank UK VbV on written notice. We will normally provide you with thirty days written notice; however, in exceptional circumstances we may end your access immediately and notify you as soon as possible.

7. **Liability**

7.1 Unless you are a victim of fraud, you are responsible for all instructions sent using your Shopping Password.

7.2 Subject to these Terms and to the maximum extent permitted by applicable law:

7.2.1 we give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to Habib Bank UK VbV , and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and non-infringement;

7.2.2 in no event will we be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages;

7.2.3 due to the nature of Habib Bank UK VbV , 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 Habib Bank UK VbV unless such loss

or damage is directly and solely caused by our negligence or deliberate default; and

7.2.4 we cannot be held liable to you or any third party for any modification, enhancement, suspension or discontinuance of Habib Bank UK VbV , whether within or outside our control.

8. **Use of your information**

8.1 You must provide information that we reasonably request to enable us to provide and administer the Habib Bank UK VbV. If you do not provide the information we request, we may not be able to provide Habib Bank UK VbV to you. You must ensure that information you provide to us in relation to Habib Bank UK VbV is true, complete and up-to-date at all times.

8.2 Your registration data, your other personal information including your use of Habib Bank UK VbV 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 Habib Bank UK VbV, however, will not be transferred by us to merchants.

8.3 We may transfer this information to a country that is outside the European Economic Area for the purposes of managing and administering Habib Bank UK VbV and we will ensure that the security of your data is maintained.

8.4 We may provide the police or any prosecuting authority any information obtained in connection with Habib Bank UK VbV in order to allow them to investigate any suspected use of your security details.

9. **Governing law**

9.1 These Terms are governed by English law. Any disputes arising from these Terms will be dealt with by the English courts, unless you can show you accessed the site from Scotland in which case the Scottish courts may be used.