

## **SPECIFIC TERMS & CONDITIONS FOR OPERATING THE BANIF 3D SECURE SERVICE**

These Specific Terms and Conditions, together with the General Terms & Conditions for Operating a Banif Deposit Account (the “General Terms and Conditions”), govern the use of the Banif 3D Secure Service and supplement all terms and conditions applicable to the use of any Cards with respect to any Payment using the Service. The content of these Specific Terms and Conditions shall prevail in the event of any conflict with the General Terms and Conditions and any other terms and conditions applicable to the Cards.

Read the above mentioned Terms and Conditions carefully.

### **1. DEFINITIONS**

Unless otherwise indicated below, the definitions contained in the General Terms & Conditions shall also apply to these Specific Terms & Conditions. For the purposes of these Terms and Conditions:

- 1.1. “Banif@st Internet Banking” shall mean the Bank’s online internet banking service;
- 1.2. “Card” shall mean any debit or credit card issued by the Bank in the name of a physical or natural person;
- 1.3. “Cardholder” shall mean any person holding a Card;
- 1.4. “3D Secure Merchant” shall mean any physical or natural person or other entity which accepts online payments using Cards and is subscribed to the “Verified by Visa” service offered by VISA;
- 1.5. “3D Secure Merchant Website” shall mean a website operated by a 3D Secure Merchant;
- 1.6. “Issuer” shall mean Banif Bank (Malta) plc, hereinafter also referred to as ‘the Bank’;
- 1.7. “One Time Password” shall mean the unique password generated by the Bank and delivered to a Cardholder by SMS to the mobile phone number that shall have been previously registered by the Cardholder on the Bank’s system for the purpose of authenticating the Cardholder when making any online payments to a 3D Secure Merchant using a Card. A new One Time Password shall be generated by the Bank with respect to each payment transaction such that any One Time Password generated by the Bank can only be used once;
- 1.8. “Payment” shall mean an act, initiated by the Cardholder to purchase a product or service or transfer any funds online using a Card;
- 1.9. “Service” means the Banif 3D Secure Service as defined and described in these Terms and Conditions;

### **2. REGISTRATION FOR THE SERVICE**

- 2.1. The Service is available to all Cardholders with respect to any Cards they chose to register for the Service following registration and acceptance of these Terms and Conditions.
- 2.2. In the case of any replacement or renewal of debit Cards that may be issued by the Bank, the Cardholder will be required to register again for the service;
- 2.3. Any Cardholder can register for the Service by logging on to Banif@st Internet Banking and following the online registration procedures or by visiting any of the Bank’s branches and filling in the applicable application form;
- 2.4. In order to register for the Service, the Cardholder must provide the Bank with a mobile phone number and any other information that the Bank reasonably requests to enable the provision of the Service;
- 2.5. If the Cardholder fails to register for the Service, he/she may be unable to use the Card for the transactions which require authentication by the Service.
- 2.6. The registration for the Service is subject to the Bank’s approval. The Bank reserves the right to refuse any application for registration for the Service at its own and absolute discretion without giving any reasons.

### **3. USING THE BANIF 3D SECURE SERVICE**

- 3.1. The Service is linked to the use of Cards by Cardholders and shall only apply to Payments made by a Cardholder who has registered for the Service to a 3D Secure Merchant.
- 3.2. Once the Cardholder has registered for the Service, in order for any payment to a 3D Secure Merchant to be successfully completed, the Bank will send the Cardholder a One Time Password via SMS on the mobile phone number that was registered with the Bank for the purposes of the Service;
- 3.3. The Cardholder shall use this One Time Password to complete the online transaction;
- 3.4. Different One Time Passwords will be issued in respect of each online transaction with 3D Secure Merchants using the Card.

### **4. LIMITATION OF LIABILITY**

- 4.1. The Cardholder shall ensure that he/she advises the Bank immediately of any change in the mobile phone number to which One Time Passwords are to be sent in connection with the Service. In addition the Cardholder shall take all the necessary steps to ensure the safety of his/her Card and the mobile phone to which the Service is linked, including the setting up of security measures to restrict access to the relative mobile phone to the Cardholder;
- 4.2. The Cardholder must ensure that information that he/she provides to the Bank in relation to the Service is accurate, complete and up-to-date at all times. The Cardholder is responsible and liable for the accuracy of any information provided to the Bank in connection with the Service;
- 4.3. Any Payment authorised by the Cardholder's insertion of the relative One Time Password shall constitute proof of a valid and irrevocable instruction from the Cardholder to the Bank to make the relative payment. The Cardholder shall be responsible for and shall be considered to have duly authorised all Payments authorised by the use of a One Time Password pursuant to the Service;
- 4.4. The Bank shall not be held responsible for any claims, damages, losses, liabilities, expenses or costs (including legal costs), directly or indirectly, suffered by the Cardholder arising from or in connection with any SMS sent relating to the One Time Password, including but not limited to:
  - i. non-receipt of the relative SMS or delay in receipt of the relative SMS; and/or
  - ii. disclosure (inadvertent or otherwise) of the details of an SMS by the Cardholder to a third party or any unauthorised persons other than the Cardholder;
- 4.5. Although the Bank shall take all reasonable care to prevent harm or loss to the Cardholder, the Cardholder agrees that, to the extent permissible in terms of law the Bank shall not be liable for any direct, indirect, special, incidental or consequential damages or loss of any kind whatsoever or howsoever caused arising as a result of the use of or inability to use the Service unless such loss or damage arises from the Bank's gross negligence or willful intent;
- 4.6. The Bank shall furthermore not be liable for any failure at any time to provide all or any part of the Service, which includes, but shall not be limited to, any failure as a result of which any part of the Service shall be unavailable due to daily processing, maintenance or upgrades to the Bank's systems, power failures, viruses, system failures and any failure which is outside the Bank's control (force majeure);
- 4.7. The Cardholder furthermore agrees to indemnify the Bank against all actions, proceedings, claims, losses, charges, expenses (including but not limited to legal fees and expenses) which the Bank may incur directly or indirectly, by reason of the Cardholder's use of the Service or as a result of any breach of these or any other applicable Terms and Conditions by the Cardholder;
- 4.8. The Bank is required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions that relate to the prevention of money laundering, terrorist financing and the provisions of financial and other services to any persons or entities. In fulfilling such duties, the Bank may take any action it deems appropriate, including but not limited to the interception and investigation of any transfer requests or instructions, and the Bank shall not be liable for any arising loss or damage of any type and howsoever occasioned that is or may be suffered by you or any third party arising out of the delay or non-execution of any request or instructions.

### **5. VARIATION/TERMINATION**

- 5.1. The Bank reserves the right to amend, extend or replace the Service and all relevant documentation, including these Terms and Conditions from time to time at its sole discretion. In any such case, the Bank shall give the Customer prior reasonable notice and the Customer shall be deemed to

have accepted any such amendments unless he notifies the Bank of his intention to terminate the Service before the date of their entry into force. Such termination by the Customer shall be at no charge;

- 5.2. The Bank further reserves the right to restrict the use of part or all of the Service and/or to remove the Service or any part thereof by giving the Cardholder reasonable prior notice. Provided that the Bank reserves the right to suspend or terminate all or part of the Service without providing any prior notification should such suspension or termination be required for technical or security reasons;
- 5.3. The Bank reserves the right to restrict, suspend or terminate access to the Service immediately and without prior notice, in the following cases:
  - If the Cardholder acts in breach of any of these Terms and Conditions;
  - If the Cardholder has been declared bankrupt;
  - If the banking relationship between the Bank and the Cardholder has been terminated for any reason whatsoever;
  - If there are any changes in market conditions or in the Bank's general practice;
  - If there are any changes in the law or any decision taken by a Court, tribunal, regulator or any other similar body that changes the Bank's current interpretation of any provision of law or regulation;
  - If there is any cause of force majeure; or
  - If the Bank is required to do so in terms of any applicable law or following a lawful order or decision from a competent Court or authority.
- 5.4. The Cardholder may withdraw from and cancel the Service at any time by writing to the Bank at such address as shall be posted on the Bank's website from time to time. The Cardholder's withdrawal from and the resulting cancellation of the Cardholder's subscription to the Service will not operate to close any accounts that are linked to the relative Card/s, to cancel the relative Card and any underlying credit agreement or to automatically cancel any scheduled payments, standing orders or direct debit instructions that the Cardholder may have requested or provided instructions for prior to cancelling the Service;
- 5.5. After suspension or termination of the Service, any of these Terms and Conditions which need to survive such suspension or termination in order to give effect to their meaning, will remain in full force and effect.

## **6. GOVERNING LAW AND JURISDICTION**

- 6.1. The Service and these Terms and Conditions shall be governed by and construed in accordance with the Laws of Malta;
- 6.2. The Courts of Malta shall have exclusive jurisdiction over all claims and/or disputes arising in relation to the Service and these Terms and Conditions.

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