

This document is a legal document. These Terms and Conditions (these "**Terms**") explain your responsibilities and obligations relating to your use of your Visa debit card. When you make an online transaction, your transaction will go through the VbV authentication process.

By using the VbV service you acknowledge that you have read and understood these Terms and you agree to be bound by them.

1. Definitions

- i. "**Account**" means your Habib Bank Zurich Plc account to which debit card transactions are debited.
- ii. "**Card**" means the Habib Bank Zurich Plc Visa debit card issued by us to you.
- iii. "**HBZ VbV**" means the VbV service offered by us for you to use with your Card and Account.
- iv. "**One Time Passcode**" means the one time password that is randomly generated and sent to the mobile number and email address you provided when you applied for the Card.
- v. "**Personal Information**" means the personal information you provided to us as part of your Account/Card application including but not limited to your name, address, date of birth, mobile number and email address.
- vi. "**VbV**" means Verified by VISA. This secure service provides online authentication when purchasing goods and services from VbV enabled retailers over the internet.
- vii. "**You**", "**your**" and "**yours**" mean the person who has entered into this agreement with us.
- viii. "**We**", "**us**" and "**our**" means Habib Bank Zurich Plc, trading as Habib Bank AG Zurich and whose registered office is at 42 Moorgate, London EC2R 6JJ, England.

2. Using HBZ VbV

- i. When you use HBZ VbV, both these Terms and your Account terms and conditions will apply.
- ii. Shop online as usual and click the checkout or similar key or instruction(s).
- iii. Enter your Card details.
- iv. Follow the online prompts and enter such details as are required.
- v. Enter your One Time Passcode, accept the terms and conditions and click the 'submit' button.

3. Security

- i. Always remember to keep your Card details safe and your contact details up to date with us.
- ii. If you change your mobile number or email address you must notify us immediately to ensure that our records are up to date.
- iii. Keep your computer protected – you should use the latest browser and up to date anti-virus software.
- iv. Look for the padlock – a padlock symbol displayed in your browser window means your information will be handled securely.
- v. Always log out after shopping online and remember to save the purchase confirmation email.
- vi. 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. Changing these Terms and conditions

- i. We may change these Terms by sending a written notice of change to any address including any email address that you have given us, or (if the change is to your advantage) by publishing them on our website.
- ii. We may make changes with immediate effect to update or improve HBZ VbV or to reflect any requirements imposed on us by any party which assist us in proving VbV.
- iii. We may make changes with immediate effect if required to do so by law or other regulatory requirements affecting us.
- iv. We will normally give you 30 days notice if any changes we make are to your disadvantage.
- v. HBZ 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 card(s) used with your Account(s).

5. Suspension and Ending your HBZ VbV

- i. We reserve the right to at any time to suspend the HBZ 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.
- ii. We can end your use of HBZ VbV on written notice. We will normally provide you with sixty days written notice; however, in exceptional circumstances (for example, suspected or actual fraud, any legal or regulatory requirements) we may end your access immediately and notify you as soon as possible.
- iii. We may also end your use of HBZ VbV if you breach any of these Terms or any terms of your Account.
- iv. You can end your use of the HBZ VbV at any time by giving us notice in writing.

6. Liability

- i. Unless you are a victim of fraud you are responsible for all instructions sent using HBZ VbV including, for example, if you have not followed any security recommendations, procedures or been negligent.
- ii. Subject to these Terms and to the maximum extent permitted by applicable law:
 - a. we give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to HBZ 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;
 - b. 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;
 - c. due to the nature of HBZ 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 HBZ VbV unless such loss or damage is directly and solely caused by our negligence or deliberate default; and
 - d. we cannot be held liable to you or any third party for any modification, enhancement, suspension or discontinuance of HBZ VbV, whether within or outside our control.

7. Use of your information

- i. You must provide information that we reasonably request to enable us to provide and administer HBZ VbV. If you do not provide the information we request, we may not be able to provide HBZ VbV to you. You must ensure that information you provide to us in relation to HBZ VbV is true, complete and up-to-date at all times.
- ii. We may use your Personal Information to administer the VbV process.
- iii. We may transfer your Personal Information to a country that is outside the European Economic Area for the purposes of managing and administering VbV and we will ensure that the security of your Personal Information is maintained.
- iv. We may provide the police or any prosecuting authority any information obtained in connection with HBZ VbV in order to allow them to investigate any suspected use of your security details.

8. Governing law

These Terms are governed and construed in accordance with the laws of England and Wales as are our dealings with you. You submit to the non exclusive jurisdiction of the courts of England and Wales.