



Verified by Visa Terms of Service

Welcome and thank you for choosing to use the Verified by Visa service ("Verified by Visa") from Standard Chartered Bank. Please read this Terms of Service Agreement carefully before using Verified by Visa. In this Agreement, "we," "us," or "our" refers to the Standard Chartered Bank, and "you," "your," or "yours" refers to the user of Verified by Visa.

This Terms of Service Agreement is supplementary to and is incorporated in our cardholder agreement(s) with you. In addition to this Terms of Service Agreement, Verified by Visa also is subject to the cardholder agreement governing the card transactions for which Verified by Visa is used.

1. ACCEPTANCE OF TERMS

- a. Verified by Visa provides its service to you, subject to the following Terms of Service ("TOS") and our cardholder agreement with you governing the card transactions for which Verified by Visa is used. The TOS may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time on our web site. In addition, when using Verified by Visa, you shall be subject to any posted guidelines or rules applicable to Verified by Visa that may be posted from time to time at the same web site.
- b. You agree that use of Verified by Visa, will represent your acceptance of this TOS and that continued use of Verified by Visa after you have been advised of revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.

- c. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change Verified by Visa shall be subject to this TOS.
- d. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, Verified by Visa (or any part thereof) with or without notice.
- e. Upon our request, you agree to sign a non-electronic version of this TOS.

2. DESCRIPTION OF VERIFIED BY VISA

Verified by Visa provides you with a way of increasing security in online and other transactions for which Verified by Visa is used by reducing the chances of fraud for those transactions.

3. YOUR Verified by Visa OBLIGATIONS

By signing up for Verified by Visa, you authorize us to retain certain information about you, and your cards. You authorize us to obtain from certain third parties selected by us, including consumer credit bureaus and other consumer reporting agencies, information about you, and your cards, to use in connection with Verified by Visa. You authorize us to use and retain this information in accordance with our Privacy Policy. Your information will be associated with a unique identifier for you (your card and your name).

4. REGISTRATION

3D Secure is a service provided by the Standard Chartered Bank to help ensure a more secure way of making Internet purchases for all cardholders. There is no registration.

- a. Upon processing your transaction through Verified by Visa service, you will be asked to read and accept the Terms of Service. Once you accept these TOS, you will be allowed to

complete your online purchase.

- b. In order to use Verified by Visa, you must have the ability to access the World Wide Web 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 World Wide Web, including a computer and modem or other access device.
- c. In the event you have a question regarding the Verified by Visa transaction using Verified by Visa, you should direct that question to our customer service department in accordance with the instructions in our cardholder agreement with you.

5. AUTHENTICATION

- a. When engaging in an online transaction or other transaction for which Verified by Visa is used, you may be asked for your Verified by Visa (one time password) OTP before the merchant accepts your Visa card in payment for the transaction. If you are unable to provide your Verified by Visa OTP, or if the authentication through Verified by Visa otherwise fails, the merchant may not accept your Visa card in payment for that transaction.
- b. By using Verified by Visa, you assent to the use of Verified by Visa to evidence your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.

6. CARDHOLDER PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your OTP, and other verification information established by you with Verified by Visa, and all activities that occur using your OTP, verification information supplied to or established by you with Verified by Visa. You agree not to transfer or sell your use of, or access to, Verified by Visa to any third party.

You agree to immediately notify us by contacting us as we require in our cardholder agreement with you for a lost or stolen card or any unauthorized use of your OTP or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, we shall not be liable for any loss or damage arising from your failure to comply with this TOS.

7. YOUR CONDUCT

- a. You agree not to:
 - i. impersonate any person or entity using Verified by Visa;
 - ii. 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 Verified by Visa;
 - iii. spam or flood the Verified by Visa Website or service;
 - iv. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa Website or service or the software used in connection with Verified by Visa;
 - v. remove any copyright, trademark, or other proprietary rights notices contained in Verified by Visa;
 - vi. "frame" or "mirror" any part of the Verified by Visa Website or service without Visa's prior written authorization;
 - vii. 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 Verified by Visa Website or service or its contents;
- viii. otherwise interfere with, or disrupt, Verified by Visa or servers or networks connected to Verified by Visa, or violate this TOS or any requirements, procedures, policies or regulations of Verified by Visa or of any networks connected to Verified by Visa; or
 - ix. 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 Visa (all of which shall constitute "Applicable Law") in connection with your use of Verified by Visa.

8. LIABILITY

- a. You agree that the Standard Chartered Bank shall not be liable to you or to any third party for any modification, suspension or discontinuance of Verified by Visa.
- b. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of Verified by Visa.
- c. The Standard Chartered Bank assumes no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, this Web site.

9. TERMINATION

- a. We may temporarily or permanently deactivate your ability to use Verified by Visa and terminate your relationship with us at any time, with or without fault on your part.

10. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through Verified by Visa, 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 merchant. You agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, the Standard Chartered Bank shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of Verified by Visa does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in Verified by Visa. For example, Verified by Visa does not verify the identity of the merchant or the quality of the merchant's goods or services.

11. DISCLAIMER OF WARRANTIES

- a. You expressly understand and agree that any software obtained through the use of Verified by Visa is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through Verified by Visa.
- b. EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, the Standard Chartered Bank MAKES NO REPRESENTATIONS OR WARRANTIES

ABOUT VERIFIED BY VISA OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU

12. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use Verified by Visa and to create binding legal obligations for any liability you may incur as a result of the use of Verified by Visa. Except as otherwise provided by Applicable Law or in our cardholder agreement with you, you understand that you are financially responsible for all uses of Verified by Visa by you and those authorized by you to use your password or other verification information.
