

## **Terms of the service**

### **Definitions**

“**Agreement**” shall mean the Terms and Conditions contained herein

“**Bank/NBB**” shall include the Head Office or any other domestic branch of National Bank of Bahrain

“**Business Day**” means a day on which the Bank is open for normal banking operations in the Kingdom of Bahrain.

“**Card**” shall mean Visa / Mastercard Debit and Credit cards, Visa / Mastercard pre-paid cards (Taabeya) as the case may be, issued by the Bank.

“**Cardholder**” means any person for whose use the Card and the PIN is issued by the Bank.

“**Card Transaction/ Transaction**” means the purchase of lawful goods or services by the use of the Card, the Card number, or the PIN or in any manner authorized by the Cardholder, regardless of whether a sales voucher or form is signed by the Cardholder.

“**Passcode / 3D Secure Passcode / OTP**” means the security code comprising - of six numeric digits sent to the Cardholder on his registered mobile number & email through SMS text or any other means, for the purpose of authentication and/or authorisation of Transactions through use of the Service

“**PIN**” means the related personal identification number issued to the Cardholder.

“**Service / 3D Secure Service**” means the Mastercard Identity Check and/or Verified by Visa service provided by the Bank as a means of additional authentication of the Cardholder when making online Transactions, in order to enhance security and minimize misuse of the Card.

“**Terms / Terms and Conditions**” means the terms of the Service mentioned herein.

### Description of the Service

3D Secure is a security feature for authenticating online transactions performed when using NBB Credit/Taabeya Cards at 3D Secure enabled merchant websites. It provides an additional layer of security and protects cardholders and merchants from unauthorized online transactions.

“Mastercard Identity Check (MSecure)” and “Verified by Visa (VBV)” are 3D Secure authentications powered by Mastercard and Visa respectively.

## Terms

1. The Bank has the right to discontinue or suspend the Service and the Bank may do this immediately for any cause that the Bank deems at its sole discretion reasonable or appropriate. In the absence of gross negligence and willful misconduct, the Bank will not be liable to the Cardholder if discontinuation of the Service causes the Cardholder any loss.
2. Among other reasons, the Bank may discontinue or suspend the service for the Cardholder if any of the data provided by the Cardholder is incorrect, not current or incomplete, or the Bank has reasonable ground to suspect it might be. The Bank may also be required or ordered by a regulatory or governmental body, court of competent jurisdiction or for any legal reason to discontinue or suspend the service, in which case the Bank shall not be able to provide the Cardholder with the reason for discontinuation or suspension.
3. The Bank has the right to impose maximum and minimum limits on the Service, to reduce the risks on the Cardholder. The Cardholder shall be bound by such limits imposed and shall strictly comply with them.
4. Using the Service involves providing personal information which the Bank may use in accordance with its business and regulatory requirements. The Cardholder hereby agrees and irrevocably authorizes the Bank to share the Cardholder's data with third parties. The Cardholder is aware and agrees that the Bank may also verify the Cardholder's identity or suitability for the service by using data available from third parties such as credit reference agencies.
5. The Bank will not be liable to the Cardholder or any third party for any modification, suspension or discontinuance of the Service.
6. The Cardholder understands and explicitly acknowledges that the OTP is delivered to the Cardholder's registered mobile number & or email address through SMS text by using the services of third party telecom service providers, which are outside the Bank's control. The Bank will not be held responsible in any way for delayed delivery, non-delivery, any faulty delivery of the OTP or delivery of the OTP to a wrong mobile number by the telecom service provider.
7. The Bank will not be liable if a transaction on the net does not materialise or is delayed or is incomplete due to loss of data, interruption or error in providing the service, network failure provision of incorrect OTP, late receipt or faulty receipt of OTP or any other reason whatsoever.

8. Under no circumstances will the Bank be liable for any negligence, breach of contract, breach of confidentiality, breach of duty of care or otherwise for any loss howsoever caused whether direct, indirect, consequential, incidental or special losses and irrespective of whether any claim is based on loss of revenue, profit, goodwill, interruption of business by reason of but not limited to any damage to the Cardholder's computer or telephone service resulting from his use of the Service.
9. The Bank shall not accept any responsibility for, and will not be liable for, any damages to, or any viruses which may affect the Cardholder's computer equipment or other property on account of his access to, use of, or downloading from, this website.

#### **10. Cardholder's obligations**

- i. Cardholder will comply with all applicable laws, statutes, ordinances, and regulations in the Cardholder's use of the Service or the Cardholder's purchase and use of goods and services. This includes complying with any or all laws of Bahrain as well as countries other than Bahrain which are relevant to the Cardholder's use of the Service.
- ii. Cardholder agrees that use of the Service, will represent his/her acceptance of these Terms and that continued use of the Service after Cardholder has been advised of revisions to these Terms shall constitute Cardholder's agreement to such revised terms and any applicable posted guidelines or rules.
- iii. By using the Service, Cardholder assents to the use of the Service to evidence his/her identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.
- iv. Cardholder also acknowledges and agrees that he/she has the following responsibilities:
  - a. to register his mobile number & or email address with the Bank;
  - b. inform the Bank and keep his mobile number & or email address updated each time he changes his mobile number and or email address;
  - c. to verify that the information entered on all retailer order forms is correct and accurate;

- d. to verify that the information displayed in the transaction screen of the Service is correct for each purchase;
  - e. to make full and timely payments for any purchases made involving the Service;
  - f. to be fully responsible for all transactions or other activities that occur or are undertaken which are validated by the Cardholder's 3D Secure Passcode;
  - g. the Cardholder is solely responsible for maintaining the confidentiality of his Passcode, Registration Data and OTP and any other verification information established by him for using the Service;
  - h. the Cardholder understands and agrees that if any third person obtains access to his Passcode and registered mobile phone and or email address and card details, such third person might be able to carry out transactions via the Service and such transactions shall be deemed to have been carried out by the Cardholder. The Cardholder shall ensure that the terms and conditions applicable to the use of the Passcode as contained in this Terms and Conditions, in addition to the terms and conditions on usage of his NBB credit / Taabeya card/s are complied with at all times;
  - i. to immediately report to the Bank if Cardholder's Passcode for the Service or registered mobile phone and or email access is stolen or compromised;
  - j. to defend, indemnify, and hold harmless the Bank and its service providers from all third party claims; and
  - k. The Cardholder warrants that he has the legal right to use all of the Cards that he registers for the Service;
- v. Cardholder agrees not to:
- a. Impersonate any person or entity while registering for the Service.
  - b. 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 the Service;

- c. spam or flood the Service website or Service;
  - d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service or the software used in connection with the Service;
  - e. remove any copyright, trademark, or other proprietary rights notices contained in the website related to the Service ;
  - f. "frame" or "mirror" any part of the Service without the Bank's prior written authorization.
  - g. 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 Service or its contents;
  - h. otherwise interfere with or disrupt the servers or networks connected to the Service, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of the Service or of any networks connected to the Service;
  - i. use the Service in a manner that would: (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items; (iii) violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (iv) be false, misleading, or inaccurate; (v) create liability for the Bank or Bank's service providers; (vi) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
  - j. to refrain from gaining access or attempting to gain access to any information, software or data on the Bank's or the Bank service providers' servers or otherwise within their control which is encrypted, protected by security procedures or devices or otherwise not generally made available to the public;
- vi. The Cardholder acknowledges that there are separate terms and conditions for the products whose transactions are facilitated under this Service, including but not limited to the terms and conditions of NBB Cards usage and that these terms and conditions can be requested from

any of the Bank's branches. The Terms and Conditions for the Service must be read in conjunction with the terms and conditions applicable for the individual products that can be operated under this Service. The User agrees to be bound by the terms and conditions of the individual products as well as the Terms and Conditions of this Service.

- vii. The Cardholder's business dealings with, or participation in promotions of, online retail or other merchants on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Cardholder and such merchant. Cardholder agrees that, except as otherwise provided by Applicable Law or in the Bank's Cardmember Agreement or Terms and Conditions applicable to the Cardholder's account with the Bank, the Bank will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. By making the Service available to the Cardholder, the Bank is not indicating that it recommends or endorses any retailers, nor does the Bank verify their identity.
  - viii. By registering for the Service, the Cardholder assents to the use of the Service to evidence his identity, including for purposes of authorisation of transactions authorised in advance to recur at substantially regular intervals.
  - ix. Cardholder agrees to immediately notify the Bank by contacting the Bank as required in the Bank's applicable cardholder agreement for a lost or stolen cards, or of any unauthorized use of 3D Secure OTP or other verification information, or any other breach of security. Cardholder acknowledges and agrees that, except as otherwise provided by Applicable Law or in the Bank's applicable cardholder agreement, Bank shall not be liable for any loss or damage arising from Cardholder's failure to comply with these Terms.
11. Internet Frauds: The Internet is susceptible to a number of frauds, misuses, hacking, phishing, spoofing and other actions which could affect use of the Service. Bank is not liable for any loss or damage that arise from customer's action by responding to phishing, spoofing attempts etc. or any other internet related frauds. Whilst the Bank shall aim to provide security to prevent the same, the Cardholder understands and agrees that there cannot be any guarantee from such Internet frauds, hacking and other actions which could affect the use of the Service.

12. The technology for the Service offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Cardholder. This could result in delays in the processing of instruction or failure in the processing of instructions and other such failures and inability. The Cardholder understands and acknowledges that the Bank disclaims all and any liability, arising out of any failure or inability by the Bank to honor any customer instruction.
13. The Bank may vary these Terms and Conditions, with at least 30 days' notice to the Cardholder. The Bank may provide notice through any of a number of channels, which could include uploading the new Terms and Conditions on the website, sending a text message or other electronic means of communication. The Cardholder is free at any time to cancel his registration for the Service by calling the Bank or writing to the Bank at the contact details on the Bank's website.
14. The latest version of the Terms will be uploaded on the Bank's website and by continuing to use the Service, the Cardholder will be deemed to have accepted the latest version.
15. By accepting these Terms and Conditions the Cardholder agrees to defend, indemnify and hold harmless the Bank and its service providers from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach or alleged breach by the Cardholder of this Agreement.
16. These Terms and Conditions shall be subject to the applicable laws of the Kingdom of Bahrain and all disputes shall be referred to the Courts of Bahrain.