



## 3D SECURE TERMS OF SERVICE

Welcome and thank you for choosing to use the 3D Secure service from Finja EMI (Pakistan). Please read this Terms of Service Agreement carefully before using this service. In this Agreement:

"we", "us", or "our" refers to FINJA EMI

"you", "your", or "yours" refers to the user of the service

"3DS" refer to Verified by Paypak services as applicable

"Association" refers to Paypak as applicable

This Terms of Service Agreement supplements our Cardholder agreement(s) with you. In addition to this Terms of Service Agreement, 3DS is also subject to the Cardholder agreement governing the Card transactions for which 3DS is used. You also acknowledge and agree to be bound by the local laws of Pakistan governing the electronic transactions.

### 1. ACCEPTANCE OF TERMS

- a) 3DS 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 3DS are used.
- b) We reserve the right to change these TOS and fees relating to the Service, if any, at any time, and you agree to be bound by all changes we make. We will give you notice of these changes. Notice of any changes to these TOS may be made by posting a notice on our website, advertisement or such other means as we, acting reasonably, may determine.
- c) You can review the most current version of the TOS at any time on our website ([www.finja.pk](http://www.finja.pk)). In addition, when using 3DS, you shall be subject to any posted guidelines or rules applicable to 3DS that may be posted from time to time at the same website.
- d) You agree that use of 3DS will represent your acceptance of this TOS, and that continued use of 3DS 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.
- e) Unless explicitly stated otherwise, any new features that augment enhance or otherwise change 3DS shall be subject to this TOS.
- f) Upon our request, you agree to sign a non-electronic version of this TOS.

### 2. DESCRIPTION OF 3DS

3DS provides you with a way of increasing security in online and other transactions for which 3DS is used by reducing the chances of fraud for those transactions.

### **3. YOUR 3DS OBLIGATIONS**

By using 3DS, you authorise us to retain certain information about you and your Cards. You authorise 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 3DS. You authorise us to use and retain this information in accordance with our Cardholder agreement with you. Your information will be associated with a unique identifier for you (your Card and your name).

You hereby further undertake and agree to be responsible for immediately informing us with respect to any change in your information, which may take place from time to time.

### **4. USAGE**

- a. Upon processing your transaction through 3DS service, you will be asked to read and accept the Terms of Service. Once you accept these TOS or any other revised/updated TOS that may be applicable at the time, you will be allowed to complete your online purchase.
- b. In order to use 3DS, 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. You understand and unconditionally agree to a lag between Card activation / contact update and being able to use 3Ds services and further agree to absolutely keep and hold the Bank harmless and indemnified in that regard.
- d. To successfully use 3DS, you must provide accurate and up to date contact information to us and have access to your mobile phone and/or email account. Please note that in case you do not provide us with your updated contact details, you shall not be allowed to use 3DS service.
- e. The contact information used by us will be the contact information provided by you in your initial application, or updated from time to time by you.
- f. For supplementary Cardholders, the contact information used will be the contact information provided at the time of initial application, or updated from time to time by the primary Cardholder or the supplementary Cardholder.
- g. If you provide any contact data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your contact data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of the Service.
- h. If you are unable to provide adequate information to validate your identity, we may not be able to provide the Service to you and therefore we reserve

the right to not allow you to use the Service. You warrant that the information is correct and that you have the legal right to use all of the Cards you transact with using this Service.

- i. If there is any inconsistency between our internal records, and information relating to your Card(s) and related account(s) or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.
- j. In the event you have a question regarding the 3DS transaction, or about using 3DS, you should direct that question to our 24-hour Client Centre at 92 42 38100050.

## 5. AUTHENTICATION

- a. When engaging in an online transaction or other transaction for which 3DS is used, you may be asked for your 3DS One Time Password before the merchant accepts your Association Card in payment for the transaction. If you are unable to provide your OTP, or if the authentication through 3DS otherwise fails, the merchant may not accept your Association Card in payment for that transaction.
- b. You will receive your OTP on your registered email address and mobile number. The OTP received by you via email (from domain name .com) will be from an approved vendor of Finja EMI providing 3DS functionality. The OTP email will only be used to deliver 3DS OTP. If you receive any message other than the OTP from this domain name, you should not act upon it and inform the Bank immediately.
- c. By using 3DS, you assent to the use of 3DS to evidence your identity, including for purposes of authorisation of transactions authorised in advance to recur at substantially regular intervals.

## 6. CUSTOMER INFORMATION

- a. **To deliver your OTP, E-Ocean (Pvt.) Ltd, acting on our behalf, matches your PAN against data on file, however, only your PAN, phone number and email address are store with E-Ocean (Pvt.) Ltd and used for this purpose.**
- b. You acknowledge and agree that E-Ocean (Pvt.) Ltd may store your data as mentioned above and also may disclose your Registration Data if required to do so by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.
- c. If you do not agree with (a) and (b); you have the right to terminate your card facility as described in the section "Termination" of your card Terms and Conditions.

## **7. CARDHOLDER PASSWORD AND SECURITY**

You are solely responsible for maintaining the confidentiality of your OTP and other verification information established by you with 3DS, and all activities that occur using your OTP, or other verification information supplied to or established by you with 3DS. You agree not to transfer or sell your use of, or access to, 3DS to any third party. You agree to immediately notify us by contacting us, as required under our Cardholder agreement with you, for a lost or stolen Card or for 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 or revised/updated TOS at the time.

## **8. YOUR CONDUCT**

You agree not to:

- a. impersonate any person or entity using 3DS;
- b. 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 3DS;
- c. spam or flood the 3DS website or service;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the 3DS website or service or the software used in connection with 3DS;
- e. remove any copyright, trademark, or other proprietary rights notices contained in 3DS;
- f. "frame" or "mirror" any part of the 3DS website or service without 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 3DS website or service or its contents;
- h. otherwise interfere with, or disrupt, 3DS or servers or networks connected to 3DS, or violate this TOS or any requirements, procedures, policies or regulations of 3DS or of any networks connected to 3DS; or
- i. 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 Association (all of which shall constitute "Applicable Law") in connection with your use of 3DS.

## 9. LIABILITY

Subject to the maximum extent permitted by applicable law:

- a. You agree that Finja EMI shall not be liable to you or to any third party for any modification, suspension or discontinuance of 3DS.
- b. Due to checks and controls before updating contact details, and the storage of information as defined in section 6; you understand and accept that there can be a delay in updating contact details for use by 3DS. We will not be liable for direct, consequential, incidental, special or indirect losses or other damages, resulting from your inability to use 3DS due to this delay
- c. We will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment/property caused by any viruses, caused by you using 3DS, caused by use of the internet or merchant websites.
- d. You are not liable under these TOS for loss caused by:
  - i. fraudulent or negligent conduct by our employees or agents, or parties involved in the provision of 3DSecure;
  - ii. faults that occur in our systems, including the systems used to provide the Service, unless the faults are obvious or advised by a notice or message;
  - iii. any other transactions where it is clear that you could not have contributed to the loss.
- e. If you have acted negligently or fraudulently, or in contravention of the clauses of this TOS or your cardholder agreement, you are liable for all claims, losses and consequences arising from or in connection with your use of the 3DS.

## 10. TERMINATION

We reserve the right to at any time, with or without notice, suspend or terminate 3DSecure, or your ability to use 3DSecure. We may do so without notice where we consider necessary or advisable to do so, for example, 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 3DSecure for maintenance or other reasons.

- a. The Service can only be used when shopping at participating online merchants.
- b. Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through 3DS, 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.

- c. You agree that, except as otherwise provided by Applicable Law or in our Cardholder agreement with you, Finja shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.
- d. You understand that use of 3DS does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in 3DS. For example, 3DS 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 3DS is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement or any revised/updated TOS from time to time, 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 3DS.
- b. Except as otherwise required by any applicable state law, Finja makes no representations or warranties about 3DS 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 3DS and to create binding legal obligations for any liability you may incur as a result of the use of 3DS. 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 3DS by you and those authorised by you to use your password or other verification information.