

## Bank ABC 3-D Secure Service Terms and Conditions “Terms and Conditions”

Bank ABC’s terms and conditions are 3-D Secure Service and specify the rights and obligations of Bank ABC and the Customer (as defined hereunder). Bank ABC reserves the right to update or modify the Terms and Conditions at any time without prior notice.

By use of the Service, the Customer agrees to the following:

### Definitions

#### **Bank ABC:**

means Arab Banking Corporation (Jordan)

#### **Customer:**

means any natural or legal person (in singular, dual or plural form) with an existing account at Bank ABC and which holds a Bank ABC card.

#### **Service:**

means the service that enables the Customer to shop online using Bank ABC’s card with an additional layer of security.

#### **Bank ABC Card:**

means the internet enabled Visa card issued by Bank ABC which enables the Customer to withdraw money and/or purchase goods and/or services.

#### **Customer’s Information:**

means Customer contact information including Customer’s mobile number and other contact details provided by the Customer to Bank ABC for information and verification purposes.

#### **Internet Shopping Transaction:**

means purchase products or services that are available on Participating Websites using Bank ABC Card.

#### **OTP:**

means the one time password that will be sent to the Customer’s registered mobile number through the Service upon every online transaction done on the Participating Websites to verify the Customer’s identity.

#### **Participating Websites:**

means commercial online websites that are participating in the Service.

### Terms and Conditions

1. By using the Service, the Customer hereby agrees to abide by the Terms and Conditions in addition to all and any other related terms and conditions at the Customer’s full responsibility.
2. The Service will be activated during the Internet Shopping Transaction on the Participating Websites.
3. The Customer undertakes to commit to the act of updating his/her Customer Information periodically. In the event that the Customer’s Information is subject to any changes, the Customer shall be fully responsible for updating such changes and for any breach of the Terms and Conditions.
4. The Customer’s mobile number is used to verify the Customer’s identity when performing an Internet Shopping Transaction, and must be up-to-date and available while using the Service. The Customer will receive an SMS with the OTP on his/her mobile number which must be inserted correctly in order to use the Service.
5. In the event that the Customer’s mobile number is subject to any change the Customer undertakes to update same. Should the Customer fail to update his/her registered mobile number, Bank ABC and the Participating Websites, at their sole discretion, shall reserve the right to reject the Customer’s payment and not proceed with the Customer’s Internet Shopping Transaction without any responsibility on Bank ABC whatsoever.

6. The Customer acknowledges that the Service is meant to serve as a mean of identification of the Customer by Bank ABC and the Participating Websites. As such, once the Customer utilizes the Service, Bank ABC and the Participating Websites shall consider such utilization of the OTP as an automatic, direct authorization from the Customer to Bank ABC and the Participating Websites to process the Online Shopping Transaction. Accordingly, the Customer hereby unconditionally and irrevocably waives any objection to any Internet Shopping Transaction effected whilst using his Bank ABC Card and its OTP for any reason whatsoever.
7. The Customer undertakes to keep the relevant Bank ABC Card information confidential and private, and shall refrain from disclosing Bank ABC Card information to anyone. The Customer shall also exercise extreme caution whilst using the Service on a computer device, smart phone or tablet in a public place. The Customer unconditionally and irrevocably agrees that Bank ABC shall not assume any responsibility and/or damages that may arise as a consequence to any misuse of this Service or any breach of this clause 7 by the Customer.
8. The Customer acknowledges that Bank ABC's responsibility is limited to solely authorizing the payment for Internet Shopping Transactions.
9. Bank ABC will not be responsible in the event of irregularity and or non-functionality of the Service for any other reason whatsoever.
10. Bank ABC shall not be liable and responsible for any damages and/or losses caused by the Customer's use of his/her Bank ABC Card to pay online on a website that is not a Participating Website.
11. The Customer undertakes to defend, indemnify and hold Bank harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to the Customer's use of the Services and/or the Customer's breach of any provisions of the Terms and Conditions.
12. These Terms and Conditions constitute the entire agreement between the Customer and Bank ABC regarding the specific matters herein, and all prior agreements, letters, proposals, discussions and other documents regarding the matters herein are superseded and merged into these Terms and Conditions.
13. If any provision of these Terms and Conditions is invalid, unenforceable or illegal, the enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with applicable laws.
14. The failure of Bank ABC to act with respect to a breach of these Terms and Conditions by the Customer or others does not waive Bank ABC's right to act with respect to subsequent or similar breaches.
15. The Terms and Conditions and the relationship between the Customer and Bank ABC will be governed by the laws of the Hashemite Kingdom of Jordan.