

## **VERIFIED BY VISA TERMS AND CONDITIONS OF USE**

### **Important:**

The Verified by Visa service is designed to provide you with improved security when your Visa card is used to make a purchase online. We encourage you to join the growing number of users who enjoy additional security by using the Verified by Visa service and by shopping at participating Verified by Visa online merchants.

These Conditions of Use govern the Verified by Visa service and form the agreement between you and us regarding the use of the service, so please read them carefully.

To participate in the Verified by Visa programme, you may be asked to verify personal details held by your financial institution in order to complete the transaction. Should your Visa card have been compromised in any way, please notify us immediately as you may be liable for unauthorised transactions.

We strongly recommend that you print or save a copy of these Conditions of Use for your record and future reference. You can also obtain a copy of these Conditions of Use by contacting us.

### **1. ACCEPTING THESE CONDITIONS OF USE**

- a. By completing or attempting to complete a Verified by Visa transaction, you are deemed to accept these Conditions of Use.
- b. You agree to be bound by these Conditions of Use each time you use Verified by Visa.

### **2. DEFINITIONS**

- a. In these Conditions of Use:

"**account**" means your Visa card account.

"**account holder**" means the person or persons in whose name the account is held.

"**additional cardholder**" means a person other than the account holder who has been nominated by an account holder to operate the account by use of a Visa card.

"**participating online merchant**" means a retailer or merchant who offers goods or services for sale online, who is a participant in Verified by Visa.

"**we**", "**us**" or "**our**" refers to your financial institution with whom you hold a Visa card account.

"**you**", "**your**" or "**yours**" means an account holder (or an additional cardholder), as relevant, who makes an online transaction using Verified by Visa.

"**Verified by Visa**" means the online transaction authentication service provided by us (or our nominated service provider).

"**Visa card**" means the Visa debit or credit card issued to you or an additional cardholder by your financial institution.

### **3. APPLICATION OF CONDITIONS OF USE**

These Conditions of Use apply to the Verified by Visa service and the Verified by Visa transactions conducted on your account. In addition to these Conditions of Use, all other terms and conditions that apply to your Visa card and account ("Account Terms") still apply. If there is any inconsistency between these Conditions of Use and your Account Terms, your Account Terms will apply to the extent of the inconsistency.

### **4. GUIDELINES FOR MAINTAINING THE SECURITY OF YOUR VISA CARD**

- a. Never lend your VISA card to anybody.
- b. Use care to prevent anyone seeing the VISA card details being entered at the time of authentication.
- c. Immediately report unauthorised use of the VISA card to your financial institution.
- d. You should examine periodical statements of your account immediately upon receiving them to identify and report, as soon as possible, any instances where the VISA card has been used without your authority.

## **5. USING THE VERIFIED BY VISA SERVICE**

- a. You may use Verified by Visa to make purchases online. However, the Verified by Visa Service may only be available in connection with participating online merchants.
- b. When making an online purchase or other transaction for which Verified by Visa applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
- c. If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa card or payment for that transaction and you may be unable to complete an online transaction using your Visa card.
- d. In order to use Verified by Visa, you must have the equipment and software necessary to make a connection to the Internet.
- e. In the event you have a question regarding the authentication process or a transaction using your Visa card, you should contact us.

## **6. ADDITIONAL CARDHOLDERS**

- a. Subject to the account terms and conditions, you will be liable for all transactions conducted on your account which are undertaken by an additional cardholder.
- b. Additional cardholders may use the Verified by Visa service, but may be required to confirm their identity using the primary account holders' details.

## **7. PRIVACY**

- a. We (or our nominated service provider) may collect personal information about you for the purposes of providing the Verified by Visa service to you.
- b. You authorise us to disclose personal information to others in order to execute your instructions including, but not limited to, conducting the Verified by Visa service and investigating disputes or allegations of unauthorised transactions, or if it is required by law.
- c. For more details of how your personal information is handled, please refer to our privacy policy, which can be viewed by accessing our Internet home site or you can obtain a copy by calling us.

## **8. TERMINATION OF VERIFIED BY VISA**

- a. We may discontinue, terminate or suspend (permanently or temporarily) the Verified by Visa service, or any part of the Verified by Visa service, without giving you prior notice. We may also change any aspect or functionality of the Verified by Visa service at any time without giving you prior notice.

## **9. PARTICIPATING ONLINE MERCHANT**

- a. You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that merchant.
- b. We do not endorse or recommend in any way any participating online merchant.
- c. Your correspondence or business dealings with, or participation in promotions of, online stores through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

## **10. EXCLUSION OF LIABILITIES**

- a. Subject to any warranty which is imported into these Conditions of Use by law and which cannot be excluded, the Verified by Visa service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- b. We will not be liable for any damages whatsoever arising out of or in relation to:
  - (i) your use of or access to (or inability to use or access) the Verified by Visa services;  
or
  - (ii) any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.
- c. If you are dissatisfied with any aspect of the Verified by Visa service, your sole and exclusive remedy is to terminate participation in the Verified by Visa transaction or service, as provided in these Conditions of Use.

## **11. YOUR CONDUCT**

- a. Whilst using the Verified by Visa service and your financial institution's Internet banking services, you agree not to:
  - i. impersonate any person or entity using the Verified by Visa authentication process;
  - ii. 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 Verified by Visa service or by us;
  - iii. spam or flood our Internet banking service and the Verified by Visa service;
  - iv. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa service.
  - v. remove any copyright, trademark, or other proprietary rights notices contained in the Verified by Visa service;
  - vi. "frame" or "mirror" any part of the Verified by Visa service without our prior written authorisation;
  - 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 service;
  - viii. otherwise interfere with, or disrupt the Verified by Visa service or our Internet banking services or servers or networks connected to us or the Verified by Visa

service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Verified by Visa service; or

- ix. intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Verified by Visa service.

## **12. YOUR LIABILITY**

- a. Your liability for unauthorised transactions is governed by your Account Terms.
- b. If you breach these Conditions of Use, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.
- c. If you suspect that your Visa card details have become known to someone else or there is a security concern, you must immediately notify us of such security concern. If you delay in notifying us of the security concern after you knew or ought to have known of the security concern, you may be in breach of these Conditions of Use and you may be liable for all transactions on the Visa card until notification occurs.
- d. For further details as to reporting a breach of card details, refer to your Account Terms.

## **13. ERRORS**

If you believe a Verified by Visa transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.

## **14. CHANGES TO CONDITIONS OF USE**

We can change these Conditions of Use at any time, and where we are required to do so under any law, we will notify you of these changes.