

## **Verified by Visa® Terms and Conditions**

### **What is Verified by Visa?**

Verified by Visa is a service which provides you with additional security when you shop online using your HSBC credit card on merchant websites which subscribe to the services of Verified by Visa.

### **Who is Verified by Visa provided by?**

HSBC Bank Oman S.A.O.G provides this service to you, but we may use third party service providers to operate the service or part of it on our behalf. References to "HSBC", "we" or "us" in these Verified by Visa Terms and Conditions mean HSBC Bank Oman S.A.O.G.

### **What do I need in order to use Verified by Visa?**

In order to use Verified by Visa, you must have the ability to access the internet 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 internet, including a computer and modem or other relevant device.

You will need to register a valid mobile phone number with us to use Verified by Visa. Please ensure the latest mobile phone number we have in our files is your most up-to-date number before using Verified by Visa.

### **How do I use Verified by Visa?**

To prevent unauthorised use of your credit card online, Verified by Visa will introduce a new security step when you make an online payment with certain merchant websites. Every time you try to make an online payment with a registered merchant, you will be asked for your PIN.

You now will have a choice to choose between

- a) a one-time PIN to be received as an SMS on your Mobile Phone
- b) the PIN to be received in an e-mail to your registered email with HSBC,
- c) Both SMS and e-mail, to authenticate your credit card transactions.

You will then be asked each time you make an online payment, to click on a button to request a PIN either via SMS or e-mail or both. A PIN will then accordingly be sent by SMS to your mobile or e-mail or both. Please ensure before clicking on the request button that we have your up-to-date mobile number/e-mail.

The PIN we send you will be unique for each transaction and valid for 7 minutes.

If your PIN is incorrect the retailer may reject your transaction.

### **Do any other terms and conditions apply?**

Our product terms and conditions continue to apply in addition to these Terms and Conditions; so for example, there are separate terms and conditions which apply to your credit cards.

### **Can I de-activate my Verified by Visa registration?**

No, you cannot de-activate your Verified by Visa registration.

### **Can you discontinue or suspend Verified by Visa?**

Yes, we may need to discontinue or suspend Verified by Visa and we may do this immediately for any reason. We will not be liable to you if our discontinuation causes you any loss.

Although we may discontinue the service for any reason, we will discontinue or suspend the service for you, if any of the data you provide us is incorrect, not current or incomplete, or we have reasonable ground to suspect it might be. We may also need to discontinue the service for a regulatory or legal reason. We may not be able to provide you with the reason for discontinuation or suspension.

### **Will my data be shared with third parties?**

Registering for Verified by Visa involves providing personal information and we will use this data in accordance with the data sharing provisions in our general terms and conditions, whether for Corporate or Personal banking customers. This may mean your data is shared with third parties and outside the country in which you bank with us. We may also verify your identity or suitability for the service by using data available from third parties such as credit reference agencies.

### **What are my responsibilities when using Verified by Visa?**

You will comply with all applicable laws, statutes, ordinances, and regulations in your use of Verified by Visa or this website and your purchase and use of goods and services. This includes complying with any or all laws of countries other than the Sultanate of Oman which apply to your use of Verified by Visa.

You also acknowledge and agree that you have the following responsibilities:

- a) to verify that the information entered on all retailer order forms is accurate;
- b) to verify that the information displayed in the Verified by Visa transaction screen is correct for each purchase;
- c) to make full and timely payments for any purchases made involving Verified by Visa or this website;
- d) to be fully responsible for all transactions or other activities that occur or are undertaken under your user name and Verified by Visa PIN
- e) to safeguard the confidentiality of your user name and Verified by Visa PIN for

Verified by Visa and/or this website;

f) to immediately report to HSBC if your PIN for Verified by Visa or this website are stolen or compromised;

g) to defend, indemnify, and hold harmless HSBC and our service providers from all third party claims;

### **What kinds of things should I not do?**

You should not:

a) 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 Verified by Visa;

b) spam or flood the Verified by Visa website or service;

c) 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;

d) remove any copyright, trademark, or other proprietary rights notices contained in Verified by Visa

e) "Frame" or "mirror" any part of the Verified by Visa website or service without the prior written authorisation of us;

f) 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;

g) otherwise interfere with, or disrupt, Verified by Visa or servers or networks connected to Verified by Visa, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of Verified by Visa or of any networks connected to Verified by Visa;

h) 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 HSBC or our service providers in connection with your use of Verified by Visa;

i) to refrain from any resale of Verified by Visa or this website or any part thereof, from making a derivative of Verified by Visa or this website or any part thereof, from collecting or using any information provided by other users without their express written consent, or from otherwise engaging in any form of data mining or data extraction with respect to any data accessible through Verified by Visa or this website;

j) to not use Verified by Visa or this website 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 HSBC or our service providers or cause HSBC or our service providers to lose (in whole or in part) the services of our third party providers; (vi) be defamatory, trade libelous, unlawfully

threatening, or unlawfully harassing; or (vii) be obscene, pornographic, or contain child pornography;

k) to refrain from gaining access or attempting to gain access to any information, software or data on HSBC's or our service providers' servers or otherwise within their control which is encrypted, protected by security procedures or devices or (except for your personal information) otherwise not generally made available to the public;

l) to refrain from using Verified by Visa or this website in a manner which will or might interfere with the full use and enjoyment by other users of Verified by Visa or this website; or.

m) disclose your one time PIN to anyone or write your PIN down.

n) You acknowledge that various goods or services offered from retailers may be prohibited in your geographic area.

### **When will we be liable to you?**

We will not be liable to you or any third party for any modification, suspension or discontinuance of Verified by Visa.

We will pay your direct out-of-pocket expenses you incurred when using Verified by Visa and in relation to:

a) negligence or intentional misconduct by us, our employees or agents;

b) an attack by others on the systems we use to provide Verified by Visa; but

c) under no circumstances will we be liable for any 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.

We shall not accept any 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 website.

### **What happens if I get in a dispute with the retailer to whom I am making the payment?**

Your correspondence or business dealings with, or participation in promotions of, online retail or other retailers 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 retailer. Any dispute with the retailer is solely between you and the retailer and we shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.

By making Verified by Visa available to you, we are not indicating that we recommend or endorse any retailers, nor do we verify their identity.

**What happens if a third party uses Verified by Visa fraudulently and makes a transaction on my credit card?**

Please see your credit card terms and conditions for the rules applicable to unauthorised transactions on your credit card.

**What happens if there is a discrepancy in a transaction on my credit card billed or shown on my account statement?**

Please see your credit card terms and conditions for the rules applicable to discrepancies relating to transactions on your credit card.

**Can we vary these Terms and Conditions?**

Yes, we may vary these Terms and Conditions. If we do so, we will upload the latest version on our website and by continuing to use Verified by Visa we will deem you to have accepted the latest version.

We will try to give you notice of any changes we make to these Terms and Conditions as soon as practical. If we make a change which is detrimental to you, we will give you at least 60 days' notice. Any notice we give you relating to these Terms and Conditions may be through any of a number of channels, which could include uploading the new Terms and Conditions on the website, sending you an SMS or other electronic means of communication.

**What if I do not agree with the variation you have made?**

You are free at any time to cancel your registration for Verified by Visa by calling us or writing to us at the contact details on our website.

**Who owns the Verified by Visa website?**

Verified by Visa and this website are owned by HSBC and/or our service providers. Any materials provided to you are merely licensed to you.

Verified by Visa and this website are protected by copyright and other laws of the Sultanate of Oman and other countries. HSBC and/or its suppliers retain all right, title, and interest in Verified by Visa and this website and all content, information, websites, software, and other materials related thereto, excluding certain content and technology which may have been created and/or is owned by retailers or third parties.

Some of the names referenced in this website are trademarks or registered trademarks. You agree not to use any trademarks referenced or any confusingly similar marks for any purpose without the express prior written consent of the owner of the mark in each instance.

**What rights does HSBC have?**

By accepting these Verified by Visa Terms and Conditions you agree to defend, indemnify and hold harmless HSBC and our 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 you of this Agreement or any use of Verified by Visa by you or under your control. HSBC or its service providers reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

**What happens if we have a dispute in relation to Verified by Visa?**

These Verified by Visa Terms and Conditions shall be subject to the applicable laws of the Sultanate of Oman and all disputes shall be referred to the Oman courts (as applicable).