

## TERMS AND CONDITIONS FOR THE 3-D SECURE <sup>TM</sup> SERVICE

**These Terms and Conditions ("Terms and Conditions") set out your responsibilities and obligations in respect of your use of the 3-D SECURE <sup>TM</sup>Service (the "Service"). By using the Service, you acknowledge that you have read and understood these Terms and Conditions and you agree to be bound by them.**

### **1. DEFINITIONS**

The expressions defined in the terms and conditions governing the use of your Card shall bear the same meanings when used in these Terms and Conditions and also:

"we", "us" or "our" refers to ECO Bank (Guinea, Conakry) and its successors and assigns;

"you" or "your" refers to the user of the Service;

"3-D SECURE <sup>TM</sup>" refers to 3-Domain Secure, which is a protocol developed to improve the security of internet payment. Services based on the protocol and offered through us to you include Verified by Visa, MasterCard Secure Code, American Express Safe Key and any other such services offered from time to time.

"Merchant" refers to any person or entity who owns, manages or operates a merchant establishment, which could be a physical establishment or a website, through which goods and/or services are distributed;

"One-time Password(s)" refers to the password(s) (or such other means of authentication as we may specify) issued to you from time to time to enable you to make payment through the internet using your Card with the Service; and

"SMS" refers to short message service which allows you to receive text messages sent through a mobile service network.

### **2. ACCEPTANCE OF THESE TERMS AND CONDITIONS**

2.1 By using the Service, you will be deemed to have accepted and agreed to comply with these Terms and Conditions, which shall operate in addition to all other terms and conditions to which you are subject, including our applicable data policies, the terms and conditions governing the use of your Card, the terms and conditions governing the use of our website (including the DBS Bank Website Conditions of Use) and any security measures implemented by us from time to time in relation to the conducting of online and/or other transactions or the use of the Service.

2.2 In relation to the use of the Service, if there is any inconsistency between these Terms and Conditions and any other applicable terms and conditions, these Terms and Conditions shall prevail.

### **3. YOUR INFORMATION**

3.1 You must provide us with such information (including but not limited to your mobile phone number) upon our request required for us to provide the Service to you. You must ensure that any information you provide to us is current, complete and accurate and agree to update such information as necessary to keep it current, complete and accurate. If you fail to provide us with or update any required information, we may not be able to provide the Service to you and this may result in your inability to use your Card for online and/or other transactions which require authentication through the Service.

- 3.2 You agree that all information provided by you, or that we obtained from any other sources or that arises from your relationship with us, or any other member of the DBS Group ("your Information") will be subject to the applicable data policies, notices and other communications to customers concerning your Information from time to time issued by us.
- 3.3 Your Information will be used to provide the Service, including transaction dispute resolution, as well as for record keeping and reporting purposes. You agree in particular that we may:
- (a) verify, provide and collect information about you from other organizations, institutions or persons;
  - (b) transfer your Information outside of Guinea, Conakry;
  - (c) verify your Information with other data we have obtained, which may result in us taking certain actions including actions that may be adverse to your interests (such as declining your online transaction).

#### **4. AUTHENTICATION**

- 4.1 Through the use of the Service, you authorise us to authenticate your identity and your Card through the Service, to use your Card to make payments for the transactions concerned and debit your Card Account accordingly.
- 4.2 When conducting online transactions or other transactions for which the Service are used, each time, you are required to enter a One-time Password sent to you via SMS before the Merchant will accept your Card for payment of the transaction. If you cannot provide the One-time Password or if authentication through the Service fails, the Merchant may not accept your Card for payment of the relevant transaction. We shall not, in any circumstances, be liable for any loss or damages arising out of or in connection with a Merchant's refusal to accept your Card for payment.
- 4.3 You acknowledge that your mobile service provider may not allow you to receive the One-time Password via SMS if you are abroad or using an overseas mobile service network. In addition, service charges may be levied by the service provider for receiving the One-time Password. We shall not be liable for any such charges levied by the service provider or any other party.
- 4.4 Delivery of the One-time Password via SMS may be subject to delayed transmission due to the traffic over the mobile service network of your mobile service provider. We shall not be liable for any loss or damages arising out of any interruption or delays due to any failure of the mobile service network.

#### **5. ACCURACY OF INFORMATION**

If there is any inconsistency between our internal records and any information held by you relating to your Cards and the related Card Account or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

#### **6. DISCLAIMER OF WARRANTIES AND LIMITATION OF OUR LIABILITY**

- 6.1 The Service are provided on an "as is" basis 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.
- 6.2 Under no circumstances shall we be liable for any loss or damages whatsoever arising out of or in connection with:
- (a) your use of or access to (or inability to use or access) the Service; or
  - (b) any failure, error, omission, interruption, defect or delay in transmission of any data relating to the Service, unless it is caused solely by the negligence or willful default on our part or on the part of our staff or agents.
- 6.3 Under no circumstances are we liable for any special, incidental, indirect, consequential or exemplary loss or damages, including loss of profits, loss due to

business interruption or loss of any programme or data in your computer system, regardless of whether we have been advised of that possibility.

- 6.4 We shall not be liable to you and/or any third party for any modification, non-availability, malfunctioning, suspension or discontinuance of the Service, whether within or outside our control.
- 6.5 You acknowledge that all obligations and liabilities relating to the quality, supply, sale and warranty of goods and/or services you purchased from any Merchant and/or any benefits, discounts or programmes of any Merchant that may be provided through the Service shall be the sole responsibility of the Merchant. You should resolve with the relevant Merchant any dispute and/or complaint arising out of or in connection with the goods and/or services and/or any benefits, discounts or programmes of that Merchant. We have no responsibility or liability whatsoever arising out of or in connection with the goods and/or services and/or any benefits, discounts or programmes of a Merchant, including any act or omission to act by such Merchant. In spite of any non-delivery or non-performance by a Merchant or any defect in any goods and/or services, you shall remain liable to us for the full amount of the relevant transaction as shown in the Card Account statement.

## **7. YOUR LIABILITIES AND OBLIGATIONS**

- 7.1 You shall be liable for all transactions conducted through your Card using the Service (including use of the Service by any other person with your One-time Password), the amounts of which will be charged to your Card Account and shown in your Card Account statements. You shall indemnify us on demand in respect of all actions, claims, losses, damages, costs, expenses and any other liabilities of any nature which we may suffer or incur as a result of your use of the Service (including use of the Service by any other person using your One-time Password). You shall also be fully liable for all claims, losses and consequences arising out of or in connection with the use of the Service if you have acted negligently, dishonestly and fraudulently.
- 7.2 Provided that you have at all times complied with Clause 7.3, not breached any other provision of these Terms and Conditions and not acted negligently, dishonestly or fraudulently, you shall not be liable for any unauthorized transaction due to:
- (a) a computer crime that is not prevented by the security system of the Service;
  - (b) a human or system error caused by or which is under our control (except where we have already taken steps to alert you to such error);
  - (c) fraud or negligence on our part or on the part of our staff or agents.
- 7.3 You accept full responsibility for the security in using of the Service and the One-time Password and agree to act prudently and in good faith when using the Service, including by taking the measures listed below to safeguard the security of the Service and the One-time Password:
- (a) you must not disclose to any other person or otherwise permit or enable any other person to obtain any One-time Passwords; and
  - (b) if there is any actual or suspected misuse of the One-time Password or the device used for receiving One-time Passwords, you must notify us as soon as reasonably practicable by calling our Customer Service Hotline at 2290 8888. Written confirmation of any such notification must be provided to us together with detailed information of the misuse within 24 hours.

You must also follow our security recommendations (copies of which are provided on our website) and any other notices relating to the Service which we may issue from time to time. If you fail to fulfill your responsibilities under these Terms and Conditions or observe our security recommendations and/or any relevant notices, you shall be liable for all claims, losses, liabilities and consequences arising out of

or in connection with the use of the Service (including use of the Service by any other person using your One-time Password).

## **8. SUSPENSION AND TERMINATION**

We reserve the right to suspend or terminate the Service or its use by you temporarily or permanently at any time, without prior notice, for any reason where we consider necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when we have reasonable grounds to suspect that the information you provided to us is untrue, inaccurate, not current or incomplete. Any online or other transactions conducted using the Service prior to its termination or suspension will remain valid and you will continue to be bound by your liabilities and obligations under these Terms and Conditions in respect of such transaction.

## **9. AMENDMENT OF TERMS AND CONDITIONS**

We reserve the right to amend these Terms and Conditions from time to time. For amendments which will affect your liabilities and obligations, we shall give at least 30 days' notice to you prior to their taking effect unless such changes is not within the Bank's control. We shall serve such notice on you by any means as we deem fit, including by posting such notices on our website or at our branches. Such amendments will become effective and binding on you on the effective date specified by us. Continuous use of the Service after the relevant effective date will constitute your acceptance of such amendments. If you do not accept any proposed changes, you should cease to use the Service prior to or from the relevant effective date. The latest version of these Terms and Conditions will be available from our website.

## **10. REMEDIES AND WAIVERS**

Any delay or failure by us to exercise our rights and/or remedies under these Terms and Conditions does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such waiver in writing.

## **11. ASSIGNMENT**

We may assign all or any of our rights under or in connection with these Terms and Conditions to any third party (including upon any merger or amalgamation of us with any other entity). We may also transfer or delegate all or part of our duties and obligations hereunder to any third parties. Such rights of assignment, transfer or delegation may be exercised without notice to or consent from you but will be subject to all applicable legal and regulatory requirements.

## **12. PARTIAL INVALIDITY**

If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity or enforceability of the remaining provisions of these Terms and Conditions will not in any way be affected or impaired.

## **13. LAW AND LANGUAGE**

13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Guinea and each relevant party shall be subject to the non-exclusive jurisdiction of the court of Guinea, Conakry.