

Usage terms and conditions of 3D Secure service

Please read carefully the rules and conditions for 3D Secure service presented below.

1. **3D Secure acceptance**

- a) Vista Bank (Romania) S.A. provides free access to 3D Secure service that allows you to make electronic commerce transactions under strict security, as presented in these Rules and Conditions of Use. The Rules and Conditions of Use can be adjusted periodically without prior notice, you can access the latest version of the Rules and Conditions by visiting www.vistabank.ro.

The transactions performed by using 3D Secure fall under the latest version of the Regulations and Conditions of Use available at www.vistabank.ro.

You have the obligation to acknowledge the latest version of the Rules and Conditions of Use. The finalization of a transaction constitutes your acceptance of the latest version of the Rules and Conditions of Use.

- b) You confirm that the generation and use of the unique 3D Secure passwords or of other customer authentication means made available to you by the bank represents your express acceptance of the Rules and Conditions of Use, which become part of the card issuing contract. Vista Bank (Romania) S.A. and Visa International cannot be held responsible for any damage caused by the failure to follow these rules.
- c) 3D Secure service is provided by Vista Bank (Romania) S.A. through ROMCARD S.A., a data processor providing the secure means of Verified by Visa / Visa Secure (Visa International standard for 3D Secure).
- d) Vista Bank (Romania) S.A. and Visa International reserve the right to modify, improve or discontinue this service without prior notice.
- e) At the express request of Vista Bank (Romania) S.A., you agree to sign a paper version of these Rules and Conditions of Use.

2. **Description of 3D Secure service**

3D Secure service provides to you a security standard for electronic commerce transactions (by Internet), which incorporates the latest technologies available, reducing the chances of Internet fraud.

The activation of this service will be performed automatically by Vista Bank (Romania) S.A. and the One Time Password used to confirm your identity when making electronic commerce transactions will be automatically sent via SMS to your mobile phone number.

If you own / use a smartphone, you may download specific authentication / validation applications for E-commerce provided free of charge by the bank in order to comply with Strong Customer Authentication (SCA) rules. Using the smartphone application you will not receive a one time password anymore, transaction will be finalized / confirmed by using the authentication method of your device, such as biometrics or other specific means.

3D Secure service operates under the condition that the site where the transaction is performed supports 3D Secure transaction by displaying the logo "Verified by Visa" or Visa Secure (updated brand of former Verified by Visa).

3. Obligations arising from the service activation/ usage

By generating and using the one time password for this service:

- a) You authorize Vista Bank (Romania) S.A. and ROMCARD S.A. to collect your personal data and card information (card number, mobile phone number) and use them in accordance with these Rules and Conditions of Use and the legislation in force.
- b) You certify the accuracy and veracity of your personal data and assure Vista Bank (Romania) S.A. that you will promptly notify any modification thereof; in case your personal data is false, inaccurate, obsolete or incomplete Vista Bank (Romania) S.A. reserves the right to suspend, at any time, your access to this service which may lead to the inability to make internet payments.

4. Activation

- a) Activation will be done automatically by Vista Bank (Romania) S.A. and you cannot request a waiver from the 3D Secure service.
- b) For the functioning of the 3D Secure service you need to have registered mobile phone in Vista Bank (Romania) SA. database. If you wish to update your mobile number please visit any Vista Bank (Romania) SA. branch.

5. Privacy

- a) Vista Bank (Romania) S.A. and ROMCARD S.A. will maintain the confidentiality of your personal data and transactions as is required by the legal conditions. In the cases of fraudulent transactions, Vista Bank (Romania) S.A. could announce the authorities under the provisions of the law.
- b) In case of a breach of the confidential data used by the 3D Secure service (card number, expiration date, CVV2 code, mobile phone number) you must notify Vista Bank (Romania) S.A. at the number written on the card, and request the blocking of your card.
- c) You will bear all the risks and losses caused by negligence in use or disclosure of the one time password and identification data used on the Internet (card number, expiration date, CVV2 code, mobile phone number).
- d) Accepting these Rules and Conditions you allow Vista Bank (Romania) S.A. to use your personal data to verify your identity for Internet transactions and reveal them only to authorized bodies, in exceptional circumstances and under the provisions of the law.

6. Security of one time password / smartphone authentication means

- a) The one time password is automatically generated and is known only by you. Therefore you must protect the confidentiality of the one-time password and identification data that you use to perform internet transactions (card number, expiration date, CVV2 code, mobile phone number) being fully responsible in this regard. If you use SCA identification, one time password is replaced by your biometrical / alternative authentication means applicable to your smartphone. As owner / user of a smartphone you bear the full responsibility regarding security of your authentication data / means at terminal device level.
- b) You commit yourself to immediately notify Vista Bank (Romania) S.A. if you have suspicions regarding the one time password confidentiality and its use on the Internet. You accept not to disclose, under any circumstances, the information related to your one time password and identification data (card number, expiration date, CVV2 code, mobile phone number). In this respect you understand that Vista Bank (Romania) S.A. and Visa are not liable for any damages that may occur through failure by you of these Rules and Conditions of Use.
- c) Before providing any identification data to perform the payment, it is mandatory to check the authenticity of the website elements:



- Security certificates are up to date;
- Display of Verified by Visa / Visa Secure logos (only for the sites that are enrolled in 3D Secure service);

Vista Bank (Romania) S.A. cannot be held responsible for compromising the identification data due to the failure to comply with these Rules and Conditions of Use.

7. Interdictions

The following are prohibited:

- a) Substituting a person or entity who is using 3D Secure service or holds a card issued by Vista Bank (Romania) S.A.
- b) Sending in any way a virus programs to interrupt, destroy or limit the functionality of any computer hardware / software (including communications) of the accessed service.
- c) Sending spam in any way and over flooding the Verified by Visa / Visa Secure branded sites accessed.
- d) The modification, adaptation, decompiling or disassembling, sub-licensing, translating, selling any portion of the 3D Secure service.
- e) Deleting any notifications on property rights (copyright, trademark) encountered when accessing this service.
- f) Using any means for finding or reproducing the navigation structure, presentation and content of websites displaying Verified by Visa / Visa Secure brands.
- g) Interruption others' access to the service, servers or networks connected to it.
- h) Non-compliance with these Rules and Conditions and rules and procedures specific to the 3D Secure generally or afferent to any network connected to it.
- i) Violation, intentionally or not, of any local legal regulations, national, international or rules and requirements specified by Visa International for using this service.

8. Responsibility

- a) You are fully responsible for the confidentiality of your one time password and identification data and/or smartphone authentication means or data and thereby for e-commerce transactions made using 3D Secure service.
- b)

c) Vista Bank (Romania) S.A. can't be responsible for:

- Amendment, suspension or stopping the delivery of service due to causes beyond the control of Vista Bank (Romania) S.A.;
- Any damage caused by viruses into your equipment during transactions.

d) Payments signed with 3D Secure password / SCA authentication means are irrevocable and can not be contested, cancel them and solving any problem is possible only by mutual agreement with the payment beneficiary.

9. Closing service

- a) The service is activated automatically and can't be disabled.
- b) Vista Bank (Romania) S.A. reserves the right to disable temporarily or permanently your access to this service.
- c) The service will be cancelled when the card will be closed.

10. The relationship with merchants

- a) You have the freedom to buy goods/ services over the Internet by accessing this service. However, correspondence with selected traders, participate in online promotions, payment and delivery of goods/ services, any other conditions and guarantees associated with them are only of your relationship with the trader. Vista Bank (Romania) S.A. or Visa International can't be held responsible in any way for any damage arising after your direct relationship with merchants.
- b) Vista Bank (Romania) S.A. is not responsible for any refusal of 3D Secure Service by any online merchants. Possible disputes or litigations between you and any merchant based on card transactions can't affect your payment obligation and any complaint or claim made by the cardholder to third parties will not be used against Vista Bank (Romania) S.A.
- c) Fully understand that using the service does not mean in any way that Vista Bank (Romania) S.A. or Visa International recommend any Internet merchant or guarantee the quality of goods/ services.
- d) Any dispute concerning the failure by the merchant of the payment terms, delivery, and quality of goods/ services purchased can be resolved exclusively between you and it. It is recommended to obtain as much information about the merchant and the transaction through saving on your computer delivery conditions, transaction details, correspondence with merchant, etc.

11. Property rights

Through these rules and conditions you have been informed and agree that:

- a) 3D Secure Service contains information protected by intellectual property rights and other applicable laws.
- b) Vista Bank (Romania) S.A. will grant a non-exclusive license to use the 3D Secure service in its current form and improvements to be added over time in accordance with present Rules and Conditions.
- c) You commit yourself not to copy, alter or use in any way trademarks Vista Bank (Romania) S.A. (property of Vista Bank), Verified by Visa / Visa Secure (property of Visa International) and logos, products and names associated with this service.

12. Final rules

- a) By accepting these rules and conditions you admit legal age to honor payment obligations that would result from using 3D Secure service.
- b) These Rules and conditions represent the agreement between you and Vista Bank (Romania) S.A. for using this service and mechanisms 3D Secure.

Cardholder name: _____

Signature