

DEEM 3D SECURE - TERMS OF SERVICE

These terms of service (“**Terms**”) regulate the EMV® 3-D Secure service MasterCard® Identity Check™ (“**Mastercard Identity Check**”) for MasterCard® cards implemented for Deem Finance LLC (“**Deem**”) credit cards. All capitalized terms used herein but not defined shall have the same meaning as prescribed under the Deem General Terms and Condition.

Please read these Terms carefully before using Mastercard Identity Check. In these Terms, “we,” “us,” or “our” refers to Deem and “you,” “your,” or “yours” refers to you, the user of Mastercard Identity Check.

These Terms supplement our cardholder agreement with you and shall be read in conjunction with the cardholder agreement. In case of any inconsistency, the cardholder agreement shall have priority over these Terms.

In these Terms the following words and expressions shall have the following meanings:

“**Card**” shall mean a Mastercard Credit Card issued by Deem to the Cardholder; “**Cardholder**” means any person holding a valid Card issued by Deem and who desires to make payments to the Merchant using his/ her Deem Credit Card through the Internet;

“**Merchant**” means any person who owns or manages or operates the Merchant establishment through a website and accepts online payment made by the Cardholder using the Card for the product and/or service purchased through the Merchant’s website.

“**OTP**” (one-time password) means the six (6) digit numeric password generated randomly by system for the purpose of authenticating the Cardholder while making online payment using the Deem Credit Card when used on 3D secured online merchant.

“**3D Secure**” means EMV® 3-D Secure (3DS), a messaging protocol that promotes frictionless consumer authentication and enables consumers to authenticate themselves with their card issuer (Deem) when making card-not-present (CNP) e-commerce purchases.

“**Service**” means the MasterCard® Identity Check™ introduced by Deem for the purpose of authenticating the Cardholder to make online payments through the use of the Deem Credit Card.

EMV 3-D Secure is an internationally recognized standard of cardholder identification for online credit card payments (hereinafter referred to as the “**Transaction**”) and is called MasterCard® Identity Check™ when paying with MasterCard. In this method an OTP is generated by the system and delivered to you by SMS and/or E-mail. The OTP is then to be entered on the web page provided for that particular Transaction.

1. ACCEPTANCE OF TERMS

- a. This Service is being provided to you subject to the following Terms and the Deem General Terms and Conditions governing the card Transactions for which Mastercard Identity Check is proposed to be used. The Terms may be updated by us from time to time without notice to you. You can review the most current version of the Terms at any time at www.deem.io In addition, when using Mastercard Identity Check, you shall be subject to any posted guidelines or rules applicable to Mastercard Identity Check that may be posted from time to time at the same website.
- b. You agree that use of Mastercard Identity Check, will represent your acceptance of these Terms and that continued use of Mastercard Identity Check after revisions to these Terms shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- c. Unless explicitly stated otherwise, any new features that augments, enhances or otherwise changes Mastercard Identity Check shall be subject to these Terms.
- d. Deem reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Mastercard Identity Check (or any part thereof) with or without notice.
- e. Upon our request, you agree to sign a non-electronic version of these Terms.

2. DESCRIPTION OF MASTERCARD IDENTITY CHECK

MasterCard Identity Check, backed by EMV 3-D Secure, provides you with a way of increasing security in online and other Transactions for which Mastercard Identity Check is used by reducing the chances of fraud for those Transactions. Registering for Mastercard Identity Check involves providing personal information to us, which is then used to confirm your identity in connection with future online Transactions or other Transactions for which Mastercard Identity Check is used. Mastercard Identity Check may also be used for record keeping and reporting purposes, as well as to assist in resolving any Transaction disputes. Your Registration Data, as defined in Section 3, and other personal information is not shared with the Merchant, as discussed in more detail in Section 6 below.

3. YOUR REGISTRATION OBLIGATIONS

Your use of MasterCard Identity Check, authorizes us to retain certain information about you and your credit cards. You authorize us to obtain from certain third parties selected by us, including consumer credit bureaus and other consumer reporting agencies information about you, and your credit cards, to be used in connection with MasterCard Identity Check. You authorize us to use and retain this information in accordance with our Privacy Policy (see Section 8 below). Your information will be associated with a unique identifier for you (your credit card and your name).

4. USING DEEM 3D SECURE

When you use Deem 3D Secure, the following conditions and your account conditions will apply.

- 4.1 When you use Deem 3D Secure to purchase from Mastercard Identity Check enabled retailers on the internet, an electronic receipt will be presented to you at the end of the checkout process. The receipt includes details of your current purchase, such as store name, purchase amount and date. You will be required to sign the receipt using your authentication code and click 'Confirm Purchase' to proceed with the purchase. Without the Authentication Code, the purchase cannot take place at participating online retailers. If the incorrect Authentication Code is entered more than 3 times, you will not be able to proceed with the purchase.
- 4.2 Upon processing your first transactions through the Service, you will be asked to read and accept these Terms. Once you accept these terms you will be registered for the Service.
- 4.3 If you change your address (including your e-mail address and mobile number) you must notify us immediately to ensure that our records are up to date.
- 4.4 In order to use Deem 3D Secure, you must provide certain information to us that allows us to validate your identity and verify that you are the owner of or an authorized user of the specified Card (i.e. debit or credit). The information that you provide may be validated against information we already have on file that is associated with your Card(s).
- 4.5 If you do not successfully authenticate your transaction, the merchant may refuse to accept your Deem Card(s) in payment for an e-commerce or other online transaction.
- 4.6 In order to use Deem 3D Secure, you must have the ability to access the internet and must pay any service fees associated with such access. For avoidance of doubt Deem 3D Secure services are limited to online and internet transactions only.
- 4.7. For any questions regarding the Service registration process or a transaction using the Service, please contact our 24x7 customer care center.

5. CHARGES

Deem reserves the right to charge and recover from you, service charges/other applicable charges for providing the Service. You hereby authorize Deem to recover the service charge by debiting your Deem Credit Card or by sending you a bill for payment to be made within the specified period. Failure to do so shall result in recovery of the service charge by Deem in a manner as Deem may deem fit along with such interest, if any, and/or suspension of the Service without any liability to Deem.

6. AUTHORITY TO DEEM

Deem shall have no obligation to verify the authenticity of any Transaction/instruction received or purported to have been received from you other than by means of verification of the 3D Secure PIN. While Deem shall endeavor to carry out the instructions promptly, Deem shall not be responsible for any delay in carrying out the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law. Deem may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the Service if it has reason to believe that your instructions will lead or expose to direct or indirect loss or may require an indemnity from you.

7. AUTHENTICATION

- a. When engaging in an online Transaction or other Transactions for which the Service is used, you may be asked for your Mastercard Identity Check OTP before the Merchant accepts your Card in payment for the Transaction. If you are unable to provide your Mastercard Identity Check OTP, or if the authentication through the Service otherwise fails, the Merchant may not accept your credit card in payment for that Transaction.
- b. By using the Service, you consent to the use by the Service to evidence your identity, including for purposes of authorization of Transactions authorized in advance to recur at substantially regular intervals.

8. PRIVACY POLICY

- a. Your registration data will not be shared with online retail Merchants or Merchants in other Transactions for which the Service is used.
- b. You acknowledge and agree that as part of the Service, Deem and its third party service providers may keep your data and also may disclose your data if required to do so by applicable law, in good faith and belief that such preservation or disclosure is permitted by applicable law, or as reasonably necessary to (i) comply with legal process or (ii) enforce these Terms.
- c. Registration data and all personally identifying information about you is subject to our Privacy Policy. For more information, please contact us at our 24x7 customer care center.

9. CARDHOLDER PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your OTP, and other verification information established by you with the Service, and all activities that occur using your OTP, verification information supplied to or established by you with the Service. You agree not to transfer or sell your use of, or access to, the Service to any third party. You agree to immediately notify us by contacting us as we require in our cardholder agreement with you for a lost or stolen card or any unauthorized use of your OTP or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by applicable law or in our cardholder agreement with you, Deem shall not be liable for any loss or damage arising from your failure to comply with these Terms.

10. YOUR CONDUCT

You agree not to:

- a. Impersonate any person or entity using the Service;
- b. Upload, post, e-mail 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 to provide this service;
- c. Spam or flood the Service website or Service;
- d. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service website or Service or the software used in connection with Deem's 3rd party service providers;
- e. Remove any copyright, trademark, or other proprietary rights notices contained in the Service;
- f. "frame" or "mirror" any part of the Service website or Service without prior written authorization;
- g. 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 the Service website or Service or its contents;
- h. Otherwise interfere with, or disrupt the Service or servers or networks, or violate these Terms or any requirements, procedures, policies or regulations of the Service or any networks connected to the Service; or
- i. 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 (All of which shall constitute "Applicable Law") in connection with your use of the Service.

11. LIABILITY

- a. Deem does not guarantee that the Service will always be available and is not liable for any damages resulting from disruption, interruptions (including necessary system maintenance).
- b. You agree that Deem shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
- c. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of the Service.
- d. Deem assumes no 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.
- e. Deem shall not be liable for any unauthorized Transactions occurring through the use of the Service and you hereby fully indemnify and holds Deem harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. Deem shall under no circumstance be held liable to you if the Service is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Deem. Under no circumstances shall Deem be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by you or by any other person. Illegal or improper use of the Service shall render you liable for payment of financial charges as decided by Deem or will result in suspension of the Service.

12. TERMINATION

We may temporarily or permanently deactivate your ability to use the Service and terminate your relationship with us at any time, in line with Clause 10 of the Deem General Terms and Conditions

13. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other Merchants on or through the Service, 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 Merchant. You agree that, except as otherwise provided by applicable law or in our cardholder agreement with you, Deem shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of the Service does not, in any way, indicate that we recommend or endorse any Merchant, regardless of whether the Merchant participates in the Service. For example, the Service does not verify the identity of the Merchant or the quality of the Merchant's goods or services.

14. DISCLAIMER OF WARRANTIES

You expressly understand and agree that any software obtained through the use of the Service is downloaded and used at your own discretion and risk and that except as otherwise provided in these Terms you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through the Service.

a. EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE LAW, DEEM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT MASTERCARD IDENTITY CHECK OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

15. NOTICES

Notices to you may be made via either e-mail or regular mail to any address in your registration data or other information that you have provided to us in connection with any of your accounts with us, or your credit cards issued or otherwise provided by us. You also may be notified of changes to these Terms or other matters by notices displayed on or links to notices displayed on www.deem.io.

16. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use the Service and to create binding legal obligations for any liability you may incur as a result of the use of the Service. Except as otherwise provided by applicable law or in the Deem General Terms and Conditions with you, you understand that you are financially responsible for all uses of the Service by you and those authorized by you to use your registration data, your password or other verification information.

17. GOVERNING LAW

These Terms are governed by and shall be constituted in accordance with the laws of the United Arab Emirates and you hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Dubai, such submission shall not prejudice the rights of Deem to bring proceedings against the Cardholder in any other jurisdiction in or outside the United Arab Emirates.

*Terms and conditions for Dunia 3D Secure will continue to apply to Dunia Credit Cards.