

NBP FUNDS

UPI AND PAYPAK DEBIT CARD 3D SECURE SERVICE TERMS AND CONDITIONS

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NBP Funds UPI and PayPak Debit Card 3D Secure Service Terms and Conditions

3D Secure is a service that provides the NBP Funds UPI and PayPak Debit Card holder ("**Cardmember**") with additional security when shopping online using their NBP Funds UPI and PayPak Debit Card [hereinafter collectively referred as "**NBP Funds Debit Card**"] on merchant websites which subscribe to the services of 3D Secure ("**3D Secure Service Websites**"). The terms (the "**Terms**") regulate the usage of 3D Secure services implemented for Cardmembers using their NBP Funds Debit Cards for online transactions on merchant websites ("**NBP Funds 3D Secure service**")."

These Terms supplement our NBP Funds Debit Card Term and Conditions with you. In addition to these Terms NBP Funds 3D Secure service is also subject to the Cardholder agreement governing the NBP Funds Debit Card transactions for which 3D Secure is used. In addition to the following, the words and phrases in these Terms and Conditions shall have the meanings as defined under the NBP Funds Debit Card Terms and Conditions.

"we", "us", or "our" refers to NBP Funds;

"you", "your", or "yours" refers to the user of the service;

"3D Secure" refers to 'PayPak 3D Secure' and 'UPI 3D Secure' services as applicable;

"Association" refers to 1 Link (Pvt) Limited as applicable.

1. 3D Secure Service Provided by NBP Funds and Acceptance of Terms

We provide 3D Secure service to you, but we may use third-party service providers to operate the service or part of it on our behalf. We shall provide you with 3D Secure services to enable Cardmembers to pay for goods and services over the Internet for all 3D Secure Service Websites. Any applicable terms and conditions related to Ecommerce shall be displayed on the 3D Secure Services Website, which regulates the processing of virtual transactions, and have to be read in conjunction with these Terms. It contains important information about your legal rights and obligations, as well as our legal rights and duties. A copy of these Terms is available online (visit www.nbpffunds.com). It is your duty to speak to us if you do not understand any part of these Terms and/or any product and/or service-specific terms and conditions, prior to entering into the NBP Funds 3D Secure transaction.

You hereby agree that use of NBP Funds 3D Secure service shall represent your explicit acceptance of these Terms, and that any continued use of NBP Funds 3D Secure service after you have been advised of revisions to these Terms shall constitute your agreement and acceptance to such revised Terms, and any applicable posted guidelines or rules. Unless explicitly stated otherwise, any new features that augment enhance or otherwise change NBP Funds 3D Secure service shall be subject to these Terms. Upon our sole discretion and request, you agree to sign a non-electronic version of these Terms.

2. Internet Access

- 2.1 In order to use NBP Funds 3D Secure service, 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.
- 2.2 You must register a valid mobile phone number and/or e-mail address with us to use NBP Funds 3D Secure service. You must ensure the latest mobile phone number and/or e-mail address that we have in our files is your most up-to-date number and/or email address before using NBP Funds

3D Secure service. In case your mobile phone number is not registered with us, we shall not be responsible for failure to provide the NBP Funds 3D Secure service and/or any loss caused to you.

2.3 By selecting the channel of One Time Password (“**OTP**”) communication, you hereby authorize us to send the OTP at your mobile number and/or email address, registered with us.

2.4 You hereby, acknowledge and agree that SMS delivery and/or e-mail delivery is beyond our control. Besides, there may be delays/ non-delivery of the SMS delivery and email delivery, for which we shall by no means be liable/ responsible in any manner whatsoever.

3. Use of NBP Funds 3D Secure Service

3.1 To prevent unauthorized use of your NBP Funds Debit Card online, NBP Funds 3D Secure service will introduce a new security step when you make an online payment on any 3D Secure Service Website. All 3D Secure Service Websites shall have a “3D Secure”, “PayPak” and “UPI” logo appearing on that website.

3.2 Every time you use NBP Funds 3D Secure service on a 3D Secure Service Website, you shall be directed to a 3D Secure webpage.

3.3 Every time you try to make an online payment with a 3D Secure Service Website, you will be prompted to click on a button to request a unique, OTP. The OTP we send you shall be unique for each transaction and shall be valid for only 03 minutes.

3.4 If the OTP is entered incorrectly by you, the merchant may reject the corresponding transaction, for which we shall not be liable in any manner whatsoever. By using NBP Funds 3D Secure service, you assent to the use of NBP Funds 3D Secure service to evidence your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.

3.5 You hereby understand and unconditionally agree to a lag between Card activation/ contact update and being able to use NBP Funds 3D Secure services is not in our control, and further agree to absolutely keep and hold us harmless and indemnified in that regard.

3.6 To successfully use NBP Funds 3D Secure services, you must provide accurate and up-to-date contact information to us and have access to our mobile phone and/or email account. Please note that if you do not provide us with your updated contact details for your NBP Funds Debit Card, you shall not be allowed to use the NBP Funds 3D Secure service.

3.7 The contact information used by us will be the contact information provided by you in your initial application, as may be updated by you, from time to time.

3.8 If you provide any contact data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your contact data is untrue, inaccurate, not current or incomplete, we shall have the right to suspend, terminate, or refuse your current or future use of the NBP Funds 3D Secure service.

3.9 If you are unable to provide adequate information to validate your identity, we may not be able to provide the NBP Funds 3D Secure service to you, and therefore we reserve the right to not allow you to use the NBP Funds 3D Secure service. You hereby warrant that the information is correct

and that you have the legal right to use the Card you transact with using this NBP Funds 3D Secure service.

3.10 If there is any inconsistency between our internal records, and information relating to your NBP Funds Debit Card and related account(s) or your use of the NBP Funds 3D Secure Service, our internal records shall prevail in the absence of evidence to the contrary.

3.11 In the event you have a question regarding the NBP Funds 3D Secure transaction, or about using NBP Funds 3D Secure service, you should direct that question to our 24-hour NBP Funds UAN at 92 21 111-111-632.

4. Discontinuation/ Suspension NBP Funds 3D Secure Service

4.1 We reserve the right to discontinue or suspend NBP Funds 3D Secure service any time and for any reason, with or without written notice. We shall not be liable to you if a duly executed discontinuation causes you any loss.

4.2 We shall discontinue or suspend the NBP Funds 3D Secure service for you forthwith, if any of the data you have provided to us is incorrect, not current or incomplete, or we have reasonable ground to suspect it might be. In the event that we are required to discontinue the NBP Funds 3D Secure service in order to comply with a statutory requirement, or under a regulatory or government order or directive, and such discontinuation must occur at any time with or without notice.

5. Authorizations for Data Sharing with Third Parties

Registering for NBP Funds 3D Secure service involves providing personal information and we shall use this data in accordance with the data sharing provisions in these Terms, which have already been provided to you accompanying the NBP Funds Debit Card. By using NBP Funds 3D Secure service, you authorize NBP Fundsto retain certain information about you and your NBP Funds Debit Card. You further 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 NBP Funds Debit Card, to use in connection with NBP Funds 3D Secure service, and/ or to verify your identity or suitability for the service. You also authorize us to use and retain this information in accordance with these Terms.

6. Cardmember's Responsibilities

6.1 You undertake to comply with all applicable laws, statutes, ordinances, and regulations in your use of NBP Funds 3D Secure service or 3D Secure Websites.

6.2 You also acknowledge and agree to the following responsibilities:

6.2.1 To verify that the information entered on all merchant order forms is accurate;

6.2.2 To verify that the information displayed in the NBP Funds 3D Secure service transaction screen is correct for each purchase;

6.2.3 To be fully responsible for all transactions or other activities that occur or are undertaken using you NBP Funds Debit Card, NBP Funds 3D Secure service, and/or any OTP issued;

6.2.4 To safeguard the confidentiality of any OTP for NBP Funds 3D Secure service, and to not transfer or sell the use and/or access of such OTP to any third party;

- 6.2.5 To immediately report to us if any OTP or NBP Funds Debit Card issued to you for NBP Funds 3D Secure service is stolen or compromised, or if any of your verification information is compromised;
- 6.2.6 To defend, indemnify, and hold us harmless and its service providers from all third-party claims; and
- 6.2.7 To be conversant with your statement of charges, which the NBP Funds 3D Secure service is governed under along with any applicable charges, as may be amended from time to time.

7. Things Not to Do

You hereby agree, acknowledge, covenant, confirm, and undertake not to do the following under any circumstances whatsoever:

- 7.1 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 NBP Funds 3D Secure service;
- 7.2 Spam or flood any 3D Secure Service Website;
- 7.3 Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the NBP Funds 3D Secure service, 3D Secure Service Website, or the software used in connection with NBP Funds 3D Secure service;
- 7.4 Remove any copyright, trademark, or other proprietary rights notices contained in NBP Funds 3D Secure service;
- 7.5 **"Frame" or "mirror"** any part of the 3D Secure Service Website whatsoever, or NBP Funds 3D Secure service without our prior written authorization;
- 7.6 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 3D Secure Service Website, or the NBP Funds 3D Secure service or its contents;
- 7.7 Otherwise interfere with, or disrupt, NBP Funds 3D Secure service, any 3D Secure Service Websites, or servers or networks connected to NBP Funds 3D Secure service, or violate these Terms or any requirements, procedures, policies or regulations of NBP Funds 3D Secure service or of any networks connected to NBP Funds 3D Secure service;
- 7.8 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 us or our service providers in connection with your use of NBP Funds 3D Secure service;
- 7.9 Resale NBP Funds 3D Secure service, or any 3D Secure Service Website or any part thereof; make a derivative of NBP Funds 3D Secure service or this website or any part thereof; collect or use any information provided by other users without their express written consent, or engage in any form of data mining or data extraction with respect to any data accessible through NBP Funds 3D Secure service or this website;
- 7.10 Use NBP Funds 3D Secure service or 3D Secure Service 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 us or our service providers, or cause us or our service providers to lose (in whole or in part) the services of its third-party providers;
 - (vi) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; or
 - (vii) be obscene, pornographic, or contain child pornography;
- 7.11 Gain access or attempt to gain access to any information, software or data on our or our service provider's 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;
- 7.12 Use NBP Funds 3D Secure service or 3D Secure Service Website in a manner which will or might interfere with the full use and enjoyment by other users of NBP Funds 3D Secure service or 3D Secure Service Website; or
- 7.13 Impersonate any person or entity using 3D Secure service.

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

8. Our Liability

- 8.1 We shall not be liable to you or any third party for any modification, suspension or discontinuance of NBP Funds 3D Secure service.
- 8.2 Under no circumstances shall we be liable to you 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 NBP Funds 3D Secure service.
- 8.3 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 3D Secure Service Website.
- 8.4 If you have acted negligently or fraudulently, or in contravention of the clauses of these Terms, you shall be liable for all claims, losses and consequences arising from or in connection with your use of the NBP Funds 3D Secure service.

9. Your Disputes with the Retailer

- 9.1 Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through NBP Funds 3D Secure 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 and we shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings in any manner whatsoever.
- 9.2 By making NBP Funds 3D Secure service available to you, we are not representing, giving any warranty, or indicating that we recommend or endorse any merchants, nor do we verify the merchant's identity. We hereby disown any representation/warranties in this connection.
- 9.3 You hereby expressly understand and agree that any software obtained through the use of NBP Funds 3D Secure service is downloaded and used at your own discretion and risk and that except as otherwise provided in these Terms as may be revised/updated from time to time, you shall 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 NBP Funds 3D Secure service.

9.4 Except as otherwise required by any applicable state law, we make no representations or warranties about NBP Funds 3D Secure service 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.

10. Amendments in Terms and Conditions

10.1 We reserve the right to amend these Terms, from time to time as the case may be. In the event of such amendment, we shall upload the latest version on our website (i.e. www.nbpfunfs.com), and continued use of NBP Funds 3D Secure service from there on by us shall be constituted as your acceptance to the amended Terms.

10.2 We shall try to give you notice of any changes we make to these Terms as soon as practicable. If we make a change that is (in our sole discretion) detrimental to you, we shall give you at least 30 days' notice. Any notice we provide you relating to these Terms may be through any of a number of channels, which could include uploading the new Terms on our website (i.e. www.nbpfunfs.com), sending you an SMS, or other electronic means of communication, as we shall deem fit.

11. Intellectual Property Rights of NBP Funds 3D Secure Service website

11.1 NBP Funds 3D Secure service and 3D Secure Service Website, and the proprietary rights and Intellectual Property rights are owned by us and/or its service providers. Intellectual Property means inventions, know-how, patents, patent rights, and registrations and applications, renewals and extensions therefore, copyrights, copyrightable works/ authorship (including, but not limited to, computer code, themes, objects, concepts, artwork, animation, sounds, audio-visual effects, methods of operation and any related documentation), copyright registrations and applications, renewals and extensions therefore, trademarks, service marks, trade names, trademark registrations and applications, renewals and extensions therefore, rights-in-trade dress, rights of paternity, attribution, integrity and other similarly afforded "moral" rights, trade secrets and other intellectual property and proprietary rights recognized by Pakistan law and applicable foreign and international laws, treaties and conventions.

11.2 NBP Funds 3D Secure service, our website, and 3D Secure Service Website are protected by copyright and other laws of Pakistan and other countries. We and/or our suppliers retain all rights, titles, and interest in NBP Funds 3D Secure service, our website, and 3D Secure Service 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.

11.3 You agree not to act in any way whatsoever, so as to infringe, or appear to infringe upon any of the Intellectual Property rights pertaining to NBP Funds 3D Secure service, and its corresponding website, for any reason whatsoever, or for any purpose whatsoever, without the express prior written consent of the owner of such specific Intellectual Property right in each instance.

12. Indemnification

By accepting these Terms, you agree to defend, indemnify and hold us harmless and its 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 by you of

these Terms, or any use of NBP Funds 3D Secure service by you or under your authorization/control. We 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 shall not settle any action or claims on our behalf without our prior written consent.

13. Governing laws

These Terms shall be subject to the applicable laws of Pakistan and all disputes shall be referred to the courts of law at Karachi.

14. Age and Responsibility

You represent that you are of sufficient legal age to use NBP Funds 3D Secure service and to create binding legal obligations for any liability you may incur as a result of the use of NBP Funds 3D Secure service. Except as otherwise provided by Applicable Law or in Terms and Conditions, you understand that you are financially responsible for all uses of NBP Funds 3D Secure service by you and those authorized by you to use your password or other verification information.

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