

# Northern 3D Secure Terms and Conditions

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Effective from 1 April 2011

## These are the terms and conditions that will apply to Northern 3D Secure.

Northern 3D Secure is provided by Northern Bank Limited in association with MasterCard Secure Code and Verified by Visa. Northern 3D Secure is a secure way of using Your Card to make purchases on the internet with participating organisations. When You use 3D Secure We are able to verify Your identity. We do not verify the identity of any organisation that You contract with on the internet nor do We make any statement about the goods or services of any participating organisations that You choose to place an order with or make a purchase from.

### 1. Definitions

"**Account**" means the Northern current account on which the Maestro Card is issued or the Northern MasterCard credit card account or the Northern Visa credit card account.

"**Card**" means the Maestro Card, MasterCard or Visa Card (as appropriate) that We have issued to the Cardholder for use with Your Account.

"**Cardholder**" means, for each Card, the person to whom We issue a Card at the Account holder's request

"**E-mail Address**" means a current valid e-mail address.

"**Personal Message**" means the message You choose when You register and which will be shown to You on a receipt when making purchases on the internet through participating organisations.

"**Password**" means the password You choose when registering for 3D Secure or such characters from the password as we ask you to insert when using 3D Secure.

"**We**", "**Us**" and "**Our**" mean Northern Bank Limited.

"**You**", "**Your**" and "**Yours**" mean the Cardholder who has registered for 3D Secure under this agreement with Us.

"**3D Secure**" means the service offered by Us, subject to these terms and conditions, for You to use when You make a purchase or place an order on the internet with Your Card.

### 2. Using 3D Secure

(a) When You register for 3D Secure, You agree that these conditions will apply in relation to Your use of Your Card when You make a purchase or place an order with participating organisations using Your Card on the internet. These terms and conditions are in addition to the terms and conditions for Your Account.

(b) When You register for 3D Secure You agree that the information You provide will be used by Us to validate Your identity. You agree that You will provide Us with correct information.

(c) When You use 3D Secure to purchase on the internet from a participating organisation You will be

presented with an electronic receipt. The receipt will include details of Your internet purchase or order, such as store name, purchase amount and date. You will be asked to sign the receipt using Your Password and click 'Confirm Purchase' to proceed with the purchase. Without Your Password, the internet purchase cannot take place at participating organisations. If the incorrect Password is entered more than 3 times You will not be able to proceed with the purchase under 3D Secure until You enter the correct password. If You have forgotten Your Password You can create a new one by clicking on the 'Forgot Your password?' link.

(d) If You change Your address (including Your e-mail address) You must notify Us immediately to ensure that Our records are up to date.

(e) Once You have registered Your Card for 3D Secure You will not be able to cancel that registration. You can terminate Your registration by contacting Us at 0870 8502481\* (Call charges may vary. Please contact Your service provider.)

\* You can call from 08:00 - 20:00 Monday to Friday and from 09:00 - 13:00 on Saturdays. We may record or monitor calls for Your protection, to train Our staff and to maintain the quality of Our ongoing service.

### 3. Security

(a) We do not verify the identity of any participating organisations nor make any statement about their goods or services or whether You should contract with them.

(b) You are responsible for maintaining the confidentiality of Your Password and Personal Message. You must not give this information to anyone else.

(c) If You believe that somebody else may have become aware of Your Personal Message and/or Password You can change them at any time using the Personal Account Manager facility. If You think that there may have been an unauthorised internet transaction on Your Account You must notify Us immediately in accordance with the terms and conditions for Your Account.

(d) We can stop You using 3D Secure where We have a right under the Terms and Conditions for Your Account or Card to refuse or stop a payment on Your Account.

(e) If Your Personal Message is not on a receipt or the Personal Message on the receipt is not Yours, You should not sign the receipt and should notify Us, by contacting Your Branch.

### 4. Changing the terms and conditions

4.1 We may at any time, for any reason set out in Condition 4.3 below make any change to these 3D Secure terms and conditions.

- 4.2 We will give You at least two months' written notice (whether by letter or electronic means) before the change is made.  
Once We have given You notice of the proposed changes, if You do not tell Us that You object to the changes, before the date on which they are due to come into effect, then they will take effect on the date indicated. If You do object to the changes, then You have the right to terminate this agreement without having to pay any extra fees or service charges.
- 4.3 The changes referred to in Clause 4.1 will be made for one or more of the following reasons:
- (a) by agreement with You;
  - (b) to reflect the introduction or development of new systems, methods of operation, services or facilities;
  - (c) to maintain or improve operating conditions or service levels;
  - (d) to reflect a change or an expected change in market conditions, general banking practice or the cost of providing services to customers;
  - (e) to conform with or anticipate changes in the law or taxation, or codes of practice or recommendations of the Financial Services Authority or other regulatory body;
  - (f) to ensure that Our business is run prudently and remains competitive;
  - (g) to take account of a ruling by a court, ombudsman, regulator or similar body;
  - (h) to make these terms and conditions or any Conditions for Your Account fairer or clearer for You;
  - (i) to enable Us to harmonise Our banking, interest (whether debit or credit) or other charging arrangements;
  - (j) to rectify any mistake that might be discovered in due course.

We may also vary these terms and conditions for any other valid reason. If We do so:

- We will tell You that the change is made in accordance with this specific provision, and the reason We are making the change, in the notice We send to You;
  - We will give You personal written notice before such a change is to take effect;
  - You may end Your registration for 3D Secure before the end of the two month notice period without having to pay any extra fees or service charges.
- 4.4 If any of the foregoing provisions of this Clause 4 is or becomes invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect the remaining provisions.

## 5. Availability of 3D Secure

We try to give a complete service at all times but do not guarantee it. We will not be responsible for any loss which You suffer if You cannot carry out any transaction as a result of a machinery failure, strike, power cut, equipment not working or other causes beyond Our control or that of Our agents or sub-contractors.

## 6. Ending Your 3D Secure service

Without prejudice to Condition 3d We can end Your use of 3D Secure by giving You two months' written notice.

## 7. Your liability

You agree that an instruction using Your Password will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable instruction to Us. You are responsible for all instructions sent using Your Password. You are responsible for ensuring that You keep Your Password secure as set out in Clause 3 above. Your financial liability for any use of Your Card is subject to the terms and conditions for Your Account.

## 8. Use of Your information

Details of how We use Your personal information are available in Our leaflet "How We use Your personal and business information." Copies of this leaflet are available in Our branches and on Our website at [www.northernbank.co.uk](http://www.northernbank.co.uk).

## 9. General

- 9.1 We will communicate with You in English.
- 9.2 We are committed to providing a high standard of service. If You are not satisfied with any aspect of Our service then We have procedures in place to deal with Your concerns. For more information, please ask for a copy of Our leaflet "Putting things right for you."

## 10. Governing law

This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements. Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where You live, as shown on Our records and Your statements.

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Credit Facilities other than regulated mortgages are not regulated by the Financial Services Authority.

Northern Bank Limited.

Registered in Northern Ireland Number: R568.

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