



ARBUTHNOT LATHAM
Private Bankers

**Verified by Visa Service
Terms & Conditions**

Verified by Visa is a service designed to provide you with extra security when making purchases over the internet. When you use your card over the internet with participating retailers you will be required to enter your password to confirm your identity. This will be on a secure and confidential screen.

Arbuthnot Latham's Verified by Visa does not verify, endorse or give you any extra rights concerning quality or fitness for purpose of the goods or services that you purchase on the websites that offer the Verified by Visa service. Please therefore ensure that you only make online purchases with reputable retailers.

Please read the terms below carefully. These terms form the agreement between you and Arbuthnot Latham & Co., Limited regarding the use of Arbuthnot Latham's Verified by Visa. These terms should be read in conjunction with our Banking Terms and Conditions.

1) Agreement to the Terms

By registering for and/or using Arbuthnot Latham's Verified by Visa you are deemed to accept these Terms and Conditions.

2) Definitions

"Identity Details"
means your personal identification information that allows us to identify you.

"Personal Message"
means the message displayed when you register for Arbuthnot Latham's Verified by Visa which will also be displayed on the pop-up window receipt that appears when making online purchases with participating Verified by Visa merchants.

"Password"
means the password that you choose when you register for Arbuthnot Latham's Verified by Visa and subsequently identify yourself with when using Arbuthnot Latham's Verified by Visa.

"Security Information"
means the Personal Message and your Password.

"we", "us", "our"
means Arbuthnot Latham & Co., Limited

"you", "your" and "yours"
means the person who has entered into this agreement with us.

3) Registration

3.1. In order to use Arbuthnot Latham's Verified by Visa you must provide us with certain Identity Details so that we can verify that you are the authorised cardholder.

3.2. We may verify your Identity Details against information held by us and by independent third parties and you agree to us using your Identity Details in this way.

3.3. You will be required to choose a Password that will form part of your Security Information.

3.4. If any of the Identity Details you supply to us are inadequate or incomplete, or if we cannot verify your Identity Details, we may refuse your registration for Arbuthnot Latham's Verified by Visa.

3.5. Your failure to register for Arbuthnot Latham's Verified by Visa may result in your inability to use your Visa card for internet transactions which require authentication by us, and we accept no liability for failure to make these transactions.

4) Security

4.1. You are responsible for maintaining the confidentiality of your Security Information and you must not disclose it to anyone else, write it down or store it in a way that could be understood by anyone else.

4.2. If you suspect or know that someone else knows your Security Information you must inform us immediately. Please contact your Private Banker, or call our 24 hour service on 020 7012 2500.

4.3. If you identify or believe that unauthorised transaction(s) have been carried out on your account you must inform us immediately. Please contact your Private Banker, or call our 24 hour service on 020 7012 2500.

4.4. We may require you to change your Security Information at any time for security or

administrative reasons. In this event we will notify you of the requirement by telephone or in writing.

5) Use of Information

5.1. We may supply the police or any prosecuting authority with any information obtained in connection with Arbuthnot Latham's Verified by Visa in order to allow them to investigate any suspected misuse of your Security Information.

5.2. We will not pass on any of your Identity Details or Security Information to any merchant or retailer.

5.3. We may however pass on your Identity Details to any third party which assists us in providing or administering Arbuthnot Latham's Verified by Visa.

5.4. We will not disclose your Identity Details or Security Information to any internet retailer.

6) Liability

6.1. You will be liable for all transactions resulting from the provision of your Security Information in using Arbuthnot Latham's Verified by Visa unless it is a result of fraud or due to our negligence or the negligence of any third party used by us in the provision of Arbuthnot Latham's Verified by Visa to you.

6.2. We shall not be liable for any failures in the Arbuthnot Latham's Verified by Visa service caused by computer or software failure, viruses, industrial disputes or other events beyond our reasonable control.

7) Termination

7.1 We may immediately terminate or suspend your use of Arbuthnot Latham's Verified by Visa if we suspect that:

- Someone else is using or attempting to use your Security Information;
- someone else knows your Security Information;
- your Security Information is being used illegally; or
- you have breached these conditions or the

conditions under which we have supplied you with your Arbuthnot Latham Debit Card.

7.2 We may terminate your use of Arbuthnot Latham's Verified by Visa with immediate effect if we are required to do so by any third party that assists us in providing the service, by any law or by any other requirement affecting us.

7.3 In circumstances not covered under 7.1 or 7.2 we may terminate your use of Arbuthnot Latham's Verified by Visa by giving you at least 30 days' notice.

8) Amendment to Terms and Conditions

8.1 We may, at our discretion, by providing you with at least two months' prior notice vary any of these terms.

8.2 We may make amendments to these terms and conditions with immediate effect without prior notice, in order to improve the Arbuthnot Latham's Verified by Visa service.

8.3 We may make amendments to these terms and conditions with immediate effect if required to do so by any law or other requirement affecting us.

8.4 If you continue to use this service following such notice you will be considered to have accepted the changes.

9) Governing Law

These Terms and Conditions are governed by English Law and we both agree to submit to the non-exclusive jurisdiction of the English Courts.

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