

Terms and Conditions - 3D Secure Service

1. When engaging in an online transaction or other transactions for which the 3D Secure Service (the “**Service**”) is applicable, a Samba Card Member (“**Samba Card Member**”) may be required to enter an OTP (“**One-Time Password**”) sent as an SMS (“**SMS**”) to the registered mobile number of the Samba Card Member. If the Samba Card Member cannot provide the OTP or in the event that the authentication fails, the Merchant (“**Merchant**”) may not accept the Samba Card (“**Samba Card**”) to process the payment for the respective transactions. Samba (“**Samba**”) either directly or indirectly will not be liable in the event a Merchant is unable or refuses to accept the Samba Card for any reason whatsoever.
2. If a supplementary card member does an online transaction, then the OTP will be sent to the registered mobile number of the Primary Card Member (“**Primary Samba Card Member**”) with Samba.
3. The OTP will be sent to the Samba Card Member only if the Samba Card Member is within the cellular circles of the Telecom Service Provider (“**TSP**”).
4. The Samba Card Member is responsible for notifying Samba of any change in contact details and Samba will not be directly or indirectly liable to the Samba Card Member’s receipt of (or failure to receive) the OTP over the Samba Card Member’s mobile phone number recorded with Samba.
5. The Samba Card Member acknowledges that to receive the OTP, his/her mobile phone must be in an “on” mode.
6. OTP will only be processed by Samba upon the request being received successfully by Samba. The processing time for OTP will be decided by Samba in its time lag between Samba processing the request and sending the OTP.
7. The Samba Card Member unconditionally accepts that the OTP service is dependent on the infrastructure, connectivity and services provided by the TSPs and other third party service providers engaged by Samba and the Samba Card Member. The Samba Card Member unconditionally accepts that timeliness, accuracy and readability of OTP sent by Samba will depend on factors affecting the TSPs and other third party service providers. Samba Card Member unconditionally accepts that Samba shall not be liable for non-delivery or delayed delivery of OTP, errors, losses or distortion in transmission of OTP whether directly or indirectly to Samba Card Member. Samba Card Member unconditionally accepts that Samba shall not be liable directly or indirectly to the Samba Card Member’s lack of receipt of OTP due to technical defects in the Samba Card Member’s phone or any damage or loss incurred by the Samba Card Member as a result of use of this service (including relying on the OTP for the Samba Card Member’s investment or business purposes) for causes which are not directly attributable to Samba. Samba Card Member unconditionally accepts that Samba shall not be liable either directly or indirectly in any manner to the Samba Card Member in connection with the use of this service.
8. The Samba Card Member shall be liable for payment of such airtime or other charges that may be levied by the TSP in connection with receipt of the OTP as per the contract terms of the TSP, and Samba is in no way concerned with the contract terms between any other third party and the Samba Card Member.
9. The Samba Card Member unconditionally accepts responsibility to Samba for the use of the Service and agrees to act prudently and in good faith, including and not limited to taking the required measures to safeguard the OTP. The Samba Card Member is solely responsible for protecting his/her OTP and his/her mobile phone number. Samba will not be liable directly or indirectly to the Samba Card Member for; (a) any unauthorized use of the Samba Card Member’s OTP or mobile phone; or (b) any loss of any information/ instructions in transmission; and/or (c) any unauthorized access by any other person to any information/OTP or any breach of confidentiality. The Samba Card Member unconditionally accepts all liabilities in the event that it breaches any confidentiality obligations either directly or indirectly when obtaining the Service and hereby unconditionally releases Samba from any liabilities owing to any breach by Samba Card Member of its confidential obligations.
10. Samba may, in its discretion and without prior notice to Samba Card Member, temporarily suspend this service or terminate it completely.