

3D Secure Terms of Use

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Legal name and address

Avantcard DAC, trading as Avantcard, is regulated by the Central Bank of Ireland.

Avantcard DAC is registered as a Payment Institution with the Central Bank of Ireland (www.centralbank.ie) under registration number C129700.

Avantcard DAC is a Designated Activity Company incorporated in Ireland under number 541980 and having its registered office at Dublin Road, Carrick-on-Shannon, Co Leitrim.

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Avantcard DAC trading as Avantcard is regulated by the Central Bank of Ireland.

An Post acts as a credit intermediary on behalf of Avantcard DAC, who provide loan and credit card services and facilities.

An Post trading as An Post Money is authorised as a credit intermediary by the CCPC.

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Our Liability

The material displayed on the website, including references to Avantcard, and its services and products is provided without any guarantees, conditions or warranties as to its accuracy.

Reference to Avantcard, and its services and products are provided without warranty of any kind, either expressed or implied. Under no circumstances shall Avantcard or any other party involved in the creation, production or delivery of the information at this website be liable for any direct, special, incidental, indirect or consequential loss or damage of any kind incurred by any user in connection with the website (or the information or services provided at this website) or in connection with the use, inability to use, or results of the use of the website, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Under no circumstances shall Avantcard liability to users for all damages, losses and causes of action (whether in contract, tort, including, but not limited to, negligence or otherwise) exceed the amount, if any, paid by users to Avantcard for accessing the website. The user should consult his or her own legal advisers regarding the applicability of their own domestic legislation regarding limitations on liability.

Typographical errors

This website could include technical inaccuracies or typographical errors.

Indemnification by user

User agrees to indemnify, defend and hold Avantcard harmless from any liability, loss, claim and expense, including legal fees related to a user's violation of these terms of use or unauthorised use of the services and information provided at this website.

Viruses

Avantcard accepts no responsibility for any damage caused by viruses contained within the electronic files at this website.

Submission of information

All information transmitted, or otherwise submitted to Avantcard, via this website shall only be used by Avantcard to the extent permitted by applicable legislation, specifically data protection legislation in Ireland.

General

These terms of use will be governed by and construed in accordance with the applicable laws of the Republic of Ireland without regard to conflict of law principles, and users agree that all legal proceedings relating to the matters herein shall be adjudicated solely in the courts of the Republic of Ireland. Users consent to extra-territorial service of process and submit to the jurisdiction of the said courts.

To the extent that any portion of these terms of use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these terms of use as so modified will remain in full force and effect.

Any waiver of any provisions contained in these terms of use by Avantcard shall not be deemed to be a waiver of any other right, term or provision of these terms and conditions.

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Our responsibility and your responsibility

We will not be liable for any loss of transmitted information, or for viruses or other contaminating properties which may be transmitted. You have sole responsibility for ensuring the adequate protection of your system, for the backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for viruses or other destructive properties.

Governing law

These terms and conditions are governed by the laws of the Republic of Ireland and the Republic of Ireland courts have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with these terms and conditions. The language of this agreement is English and all communications will be sent to you in English.

3D Secure Terms of Use

3D Secure is a free and automatic online security service that will help guard your credit card against unauthorised use online. Avantcard has launched this service in conjunction with Mastercard Identity Check. You should note that when you use 3D Secure you agree that we can conclude that the transaction was in fact carried out by you.

You should read the following carefully before using 3D Secure.

1. Acceptance of Conditions

- (a) We may add to or change these terms and conditions at any time.
- (b) We will tell you in advance if we change these terms and conditions. We can inform you by letter, electronic mail, telephone (including recorded message) or by an advertisement in an Irish daily or weekly newspaper.
- (c) Use of 3D Secure by creating a 3D Secure Password, receiving a One Time Password or any other form of authentication of verification we may use will represent your acceptance of these Conditions.
- (d) We may at any time modify or discontinue, either temporarily or permanently, 3D Secure without notice to you and we shall not be liable.
- (e) We are not liable for delay, interruption, error or failure of 3D Secure, for example for scheduled maintenance interruption to services not within our reasonable control, including but not limited to, an Act of God, a failure of electrical power, industrial action, industrial disputes or the failure of technical equipment or software any loss caused by the unavailability of 3D Secure.

2. Activation during shopping

When you use 3D Secure, you give us permission to obtain, receive and keep personal information about you and your credit card, and you give us permission to use and retain the information. The information will be used to validate your identity and confirm that you are the owner of or an additional cardholder authorised to use the credit card. The information given by you will be used in conjunction with other information that we may have about you, or information held by an independent third party.

It is important that you are able to give us sufficient information to enable us validate your identity. If you cannot, you may not be allowed to activate 3D Secure, create a 3D Secure Password or receive a One Time Password. This will result in your online transaction not being processed.

It is also important that you have an updated mobile phone number registered with Avantcard as we may send you a One Time Password to verify your transaction.

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If you give information that is not true and correct and up to date your ability to use 3D Secure may be affected. You must confirm that you are the person with the right to use any of the cards you activate with 3D Secure.

3. Cardholders Responsibilities

(a) You alone are responsible for ensuring that your 3D Secure password or One Time Password and other information is kept secure.

(b) You must never allow another person to use your 3D Secure Password or One Time Password.

(c) You must tell us immediately if the security of your 3D Secure Password or One Time Password has been compromised or if you suspect it may have been or if your password or One Time Password becomes known to someone else.

(d) You understand that you are responsible for all purchases made by you using your 3D Secure Password or One Time Password. This does not affect your statutory rights or any rights that you may have under your Avantcard credit card terms and conditions.

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