

# **MasterCard SecureCode Terms of Service**

Welcome and thank you for choosing to use the *MasterCard SecureCode* service (“*MasterCard SecureCode*”) from Signature Bank. Please read this Terms of Service Agreement carefully before using *MasterCard SecureCode*. In this Agreement, “we,” “us,” or “our” refers to Signature Bank, and “you,” “your,” or “yours” refers to the user of *MasterCard SecureCode*.

This Terms of Service Agreement supplements and is incorporated in our cardholder agreement(s) with you. In addition to this Terms of Service Agreement, *MasterCard SecureCode* also is subject to the cardholder agreement governing the card transactions for which *MasterCard SecureCode* is used.

## 1. ACCEPTANCE OF TERMS

- (a) *MasterCard SecureCode* provides its service to you, subject to the following Terms of Service (“TOS”) and our cardholder agreement with you governing the card transactions for which *MasterCard SecureCode* is used. The TOS may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at <http://www.signatureny.com>. In addition, when using *MasterCard SecureCode*, you shall be subject to any posted guidelines or rules applicable to *MasterCard SecureCode* that may be posted from time to time at the same web site.
- (b) You agree that creation of a *MasterCard SecureCode* account password, and/or use of *MasterCard SecureCode*, will represent your acceptance of this TOS and that continued use of *MasterCard SecureCode* after you have been advised of revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- (c) Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change *MasterCard SecureCode* shall be subject to this TOS.
- (d) Signature Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, *MasterCard SecureCode* (or any part thereof) with or without notice.
- (e) Upon our request, you agree to sign a non-electronic version of this TOS.

## 2. DESCRIPTION OF MASTERCARD SECURECODE

*MasterCard SecureCode* provides you with a way of increasing security in online and other transactions for which *MasterCard SecureCode* is used by reducing the chances of fraud for those transactions. Registering for *MasterCard SecureCode* involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which *MasterCard SecureCode* is used, as discussed in more detail in Section 5 below. *MasterCard SecureCode* also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data, as defined in Section 3(b), and other personal information is not shared with the merchant, as discussed in more detail in Section 6 below.

## 3. YOUR REGISTRATION OBLIGATIONS

- (a) By signing up for *MasterCard SecureCode*, you authorize us to retain certain information about you, your credit cards and debit cards. You authorize us to obtain from certain third parties selected by us, including consumer credit bureaus and other consumer reporting agencies, information about you, your credit cards and debit cards, to use in connection with *MasterCard SecureCode*. You authorize us to use and retain this information in accordance with our Privacy Policy (see Section 6 below). Your information will be associated with a unique identifier for you (your credit card or debit card number and your name).

- (b) You agree to (i) provide true, accurate, current and complete information about yourself as prompted by *MasterCard SecureCode's* registration form (“Registration Data”), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of *MasterCard SecureCode*.

#### 4. REGISTRATION

- (a) In order to use *MasterCard SecureCode*, you must provide certain information to us that allows us to validate your identity and verify that you are the owner of or an authorized user of the specified credit card(s) or debit card(s). The information that you provide may be validated against information we already have on file that is associated with you, your credit card(s) or debit card(s), information we receive from one or more third parties, or information maintained by a third party.
- (b) If you are unable to provide adequate information for us to validate your identity, we have the right to not allow you to register for *MasterCard SecureCode*. You warrant that the information is correct and that you have the legal right to use all of the credit cards and debit cards that you register for *MasterCard SecureCode*.
- (c) If you do not successfully register for *MasterCard SecureCode*, the merchant may not accept your MasterCard credit card or debit card in payment for an e-commerce or other transaction subject to *MasterCard SecureCode*.
- (d) In order to use *MasterCard SecureCode*, you must have the ability to access the World Wide Web 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 World Wide Web, including a computer and modem or other access device.
- (e) In the event you have a question regarding the *MasterCard SecureCode* registration process or a transaction using *MasterCard SecureCode*, you should direct that question to our customer service department via 646-822-1500.

#### 5. AUTHENTICATION

- (a) During registration in *MasterCard SecureCode*, you may be asked to select or may be provided a password and hint-and-response question and answer. When engaging in an online transaction or other transaction for which *MasterCard SecureCode* is used, you may be asked for your *MasterCard SecureCode* password or hint response before the merchant accepts your MasterCard card in payment for the transaction. If you are unable to provide your *MasterCard SecureCode* password or hint response, or if the authentication through *MasterCard SecureCode* otherwise fails, the merchant may not accept your MasterCard credit card or debit card in payment for that transaction.
- (b) By registering in *MasterCard SecureCode*, you assent to the use of *MasterCard SecureCode* to evidence your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.

#### 6. PRIVACY POLICY

- (a) *MasterCard SecureCode* stores your Registration Data. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which *MasterCard SecureCode* is used.
- (b) You acknowledge and agree that *MasterCard SecureCode* may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(a)(ix), in the good faith belief that such preservation or disclosure is permitted by

Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.

- (c) Registration Data and all personally identifying information about you is subject to our Privacy Policy. For more information, please see our full Privacy Policy at <http://www.signatureny.com>.

## 7. CARDHOLDER PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your password, Registration Data and other verification information established by you with *MasterCard SecureCode*, and all activities that occur using your password, Registration Data or other verification information supplied to or established by you with *MasterCard SecureCode*. You agree not to transfer or sell your use of, or access to, *MasterCard SecureCode* to any third party. You agree to immediately notify us by contacting 646-822-1500 as we require in our cardholder agreement with you for a lost or stolen card of any unauthorized use of your password or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, Signature Bank shall not be liable for any loss or damage arising from your failure to comply with this TOS.

## 8. YOUR CONDUCT

- (a) You agree not to:
  - (i) impersonate any person or entity using *MasterCard SecureCode*;
  - (ii) 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 *MasterCard SecureCode*;
  - (iii) spam or flood the *MasterCard SecureCode* Website or service;
  - (iv) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the *MasterCard SecureCode* Website or service or the software used in connection with *MasterCard SecureCode*;
  - (v) remove any copyright, trademark, or other proprietary rights notices contained in *MasterCard SecureCode*;
  - (vi) “frame” or “mirror” any part of the *MasterCard SecureCode* Website or service without MasterCard’s prior written authorization;
  - (vii) 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 *MasterCard SecureCode* Website or service or its contents;
  - (viii) otherwise interfere with, or disrupt, *MasterCard SecureCode* or servers or networks connected to *MasterCard SecureCode*, or violate this TOS or any requirements, procedures, policies or regulations of *MasterCard SecureCode* or of any networks connected to *MasterCard SecureCode*; or
  - (ix) 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 MasterCard (all of which shall constitute “Applicable Law”) in connection with your use of *MasterCard SecureCode*.

## 9. LIABILITY

- (a) You agree that Signature Bank shall not be liable to you or to any third party for any modification, suspension or discontinuance of *MasterCard SecureCode*. We will pay any direct out-of-pocket expenses that you may incur [*in using MasterCard SecureCode*] due to:
  - (i) Gross negligence or intentional misconduct by us, our employees or agents;
- (b) Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of *MasterCard SecureCode*.
- (c) Signature Bank assumes no 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, this Web site.

## 10. TERMINATION

We may temporarily or permanently deactivate your ability to use *MasterCard SecureCode* and terminate your relationship with us at any time, with or without fault on your part.

## 11. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through *MasterCard SecureCode*, 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. You agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, Signature Bank shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of *MasterCard SecureCode* does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in *MasterCard SecureCode*. For example, *MasterCard SecureCode* does not verify the identity of the merchant or the quality of the merchant's goods or services.

## 12. DISCLAIMER OF WARRANTIES

- (a) You expressly understand and agree that any software obtained through the use of *MasterCard SecureCode* is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will 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 *MasterCard SecureCode*.
- (b) EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, SIGNATURE BANK MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT *MASTERCARD SECURECODE* OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY 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.

## 13. NOTICE

Notices to you may be made via either email or regular mail to any address in your Registration Data or other information that you have provided to us in connection with any of your accounts with us, or your credit cards or debit cards issued or otherwise provided by us. You also may be notified of changes to this TOS or other matters by notices displayed on or links to notices displayed on <http://www.signatureny.com>.

#### 14. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use *MasterCard SecureCode* and to create binding legal obligations for any liability you may incur as a result of the use of *MasterCard SecureCode*. Except as otherwise provided by Applicable Law or in our cardholder agreement with you, you understand that you are financially responsible for all uses of *MasterCard SecureCode* by you and those authorized by you to use your Registration Data, your password or other verification information.