

ELAVON COMMERCIAL CARD PROGRAM
BIOMETRIC AUTHENTICATION TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

1.1 It is important that you read these Terms and Conditions carefully. You can visit our website, www.elavonpayment.com if you would like to find out more about how your personal data is processed, and to see our [Privacy Notice](#). This information governs our relationship with you in relation to your use of the Elavon Biometric Authentication Service (the “**Service**”).

1.2 You may have other rights granted by law, and these Terms and Conditions do not affect such rights.

2. OUR DETAILS

2.1 We are Elavon (“**we**”, “**our**” or “**us**”), a company registered in Ireland. Our registered office is at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, D18 W2X7, Ireland.

3. WHO CAN USE THE SERVICE

3.1.1 Cardholders must have a Visa commercial card with us and have a mobile telephone account with a participating operator in order to avail of the Service.

3.1.2 To receive SMS (Text) alerts from the Service, all you need is to have free space in your mobile phone, e-mail, or service inbox to receive SMS (Text).

3.2 You can only register a participating Visa commercial card that you are lawfully entitled to use.

3.3 The Service can be used abroad in countries with compatible mobile networks, though charges may vary from provider to provider. Fees associated with the transaction are the responsibility of the customer unless otherwise disclosed by us.

3.4 You are responsible for ensuring that your use of the Service’s software application (the “**App**”) does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

4. REGISTRATION

4.1 Once you have entered your registration details, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and correct any mistakes before confirming and submitting your registration to us. It is your responsibility to ensure that your registration details are correct before submitting them to us. If you have problems with your registration, please contact our support line by calling the number on the back of your card.

4.2 When you submit your registration, you are requesting to subscribe to the Service. We may reject your registration if you are not one of our customers or otherwise fail to satisfy any of the criteria listed above. Use of the App is subject to the terms and conditions of the software license as disclosed in the App. By downloading the App, you accept the terms and conditions of said software license. You should review the software license prior to accepting its terms and conditions.

4.3 When we receive your Visa commercial card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card will be activated for the Service.

4.4 When you first use the Service on your mobile phone, you will also be asked to choose a security passcode to complete the registration process. You will be prompted to enable biometrics right after enrolment. Subsequently, you will be able to log into the App using biometrics, without the need to enter your password every time.

5. ABOUT THE SERVICE

5.1 The Service gives you access to authenticate e-commerce purchases. Please note that we may add new services from time to time.

5.2 The complete range of services offered as part of the Service includes SMS (text) and Push (application).

5.3 The Service is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network, or where you are not in an area of mobile coverage.

5.4 You acknowledge that we may withdraw all or part of the Service without notice.

6. AUTHORITY

6.1 You authorise us and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure set out below.

7. SECURITY PROCEDURE

7.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

7.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

7.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo, and appear to be genuine), then it is likely to be fraudulent and you must not supply your security details to them under any circumstances. Additionally, you should report any such requests to us immediately.

7.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by use of your security details.

7.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto the Service.

8. ADDING EXTRA CARDS

8.1 You may add another card from the App at any time by following the simple steps within. We will automatically verify each new card request before activating the card for the Service.

9. LIABILITY

9.1 These Terms and Conditions do not exclude our liability (if any) to you for:

9.1.1 Personal injury or death resulting from our negligence;

9.1.2 Fraud; or

9.1.3 Any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

9.2 We are not liable for any losses you suffer arising from fraudulent use of your card where this results from you not keeping your security details safe as recommended by us.

9.3 If your mobile phone is lost or stolen, it is your responsibility to advise your mobile phone network provider of the loss or theft of your mobile phone. You should ensure that your phone is always locked when not in use.

9.4 We are not liable for any error by you in entering any details when you use the Service (e.g. if you key in the wrong mobile number).

9.5 If we believe that you or someone else is using or has obtained, or may use or obtain the Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the Service without notice.

9.6 We will not be liable to you if the Service is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone network or where you are not in an area of mobile coverage.

9.7 The App is provided "as is" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee that the App will be compatible with every type of mobile phone.

9.8 ELAVON, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF ELAVON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF ELAVON, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

9.9 IN NO EVENT WILL ELAVON BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE ELAVON BIOMETRIC AUTHENTICATION SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

10. YOUR RIGHT TO CANCEL

10.1 If you wish to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the App from your mobile phone.

10.2 It is your responsibility to delete the App from your mobile phone if you change your mobile phone or dispose of it.

10.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of the Service.

11. OTHER IMPORTANT INFORMATION

11.1 We have the right to change these Terms and Conditions at any time and you will be notified in writing by us with regards to the changes.

11.2 If you do not agree with any change to the Terms and Conditions, you are free to stop using the Service at any time. If you wish us to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions, and then delete the App from your mobile phone.

11.3 We may not necessarily keep a copy of your order and these Terms and Conditions. Accordingly, we advise you to keep a record of your order and a copy of these Terms and Conditions for your information and reference.

11.4 Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions will be governed by the laws of Ireland, whose courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions.

11.5 If you have any queries, including about the Service and the contents of these Terms and Conditions, please contact our support line by calling the number on the back of your card.

11.6 You acknowledge that there may be third parties who have rights under these Terms and Conditions (including, without limitation, our suppliers, the App developer and the manufacturer of your mobile phone) and you acknowledge that, to the extent permitted by law, those third parties may exercise their rights under these Terms and Conditions even though they are not a party to them.

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