



# Special terms and conditions for the use of function 3D Secure

(Version 0.2, Date: 13.01.2022)

## 1. Object/Description of service

### 1.1

The following special terms and conditions govern the relationship between ALCOFUND SA (hereinafter referred to as “MIQO” or “Microfinance”) and the card holder with regard to 3D Secure, an authentication service offered by MIQO for online card payments. They apply in addition to the other General Terms and Conditions for Private and Business physical and virtual VISA Prepaid Cards agreed between the MIQO and the card holder. In case of possible contradictions, the other terms and conditions take priority over these special terms and conditions. Information about using 3D Secure can be found online at [miqo.com](http://miqo.com)

### 1.2

MIQO allows card holders to participate in the 3D Secure process for secured authentication of online card payments, within the scope of the actual and technical availability of the 3D Secure system, which traders (card accepting terminals) online can provide to secure a card payment.

### 1.3

In the 3D Secure process, the card holder authenticates a payment when entering his card details by confirming a Push notification in the MIQO app (hereinafter referred to as “Push”), which MIQO sent to his mobile telephone.

### 1.4

Without its use, MIQO is entitled to deny a card purchase online which the card holder wishes to place at a card accepting terminal, which provides for the use of the 3D Secure process.

## 2. Requirements for participation

### 2.1

Every card holder automatically participates in the 3D Secure process. Registration is carried out when the card is activated. Registration is via a secure Internet connection. No separate registration is required on the website or the MIQO app.

### 2.2

The mobile telephone to which the Push notification should be sent must be connected with the MIQO app and the MIQO account.

## 3. Authentication by Push

When making a payment in the 3D Secure process, MIQO sends a Push to the card holder’s smartphone which is filed. The transaction is to be confirmed in the MIQO app to authenticate the online card payment. Besides that, the Push contains the date, the company name and the payment amount for the scheduled card payment. These data will also be displayed in the overview of the payments to be confirmed in the MIQO app.





## 4. Card holders' duties of care

### 4.1

The card holder is to ensure that no third parties obtain knowledge of his personal password for the MIQO app. In particular, the password may not be communicated to third parties, noted on the Prepaid card or otherwise kept safe together with the Prepaid card. The personal password may also not be stored electronically or be easily determined (such as a telephone number, date of birth, vehicle registration). When entering the personal password, it is to be ensured that third parties cannot see it.

### 4.2

The card holder is to always maintain the most current version of the operating system on his smartphone (iOS or Android) and to use the MIQO app. MIQO is entitled to suspend technical support for 3D Secure for outdated versions of the app at any time.

### 4.3

The card holder is to ensure that no third parties obtain access to his mobile device to carry out online transactions. MIQO will not contact the card holder either via email or by phone to request registration or to request his registration details.

### 4.4

The card holder is to take suitable measures for the security of Push notifications which are received on the mobile device (e.g. password protection).

### 4.5

The card holder is to compare the transaction data sent to him by MIQO via Push notification with the data provided to him for the online card payment to check that they are the same. If not, the card payment is to be cancelled and MIQO notified.

## 5. Liability

### 5.1

MIQO is not liable if the card holder's mobile device is lost, stolen or passed on and as a result third parties obtain access to the Push and can use this without authorization.

### 5.2

MIQO does not guarantee that 3D Secure will be available at all times.

### 5.3

Besides that, it is not liable for damages which were caused by a third party or force majeure, in particular as a result of system failure or faults, disruptions, interruptions (incl. system-relating maintenance work), unless the third-party causation is attributable to it. ALCOFUND's liability is not limited in case of intent or gross negligence. In the case of simple negligence, ALCOFUND is only liable if material contract duties are breached, and liability is limited to foreseeable damages typical to the contract. The above limitation does not apply, however, in the case of injury to life, body or health. Material contract duties are duties, the fulfilment of which facilitate the proper execution of the contract in the first place, and compliance with which the contracting parties may regularly rely.



#### **5.4**

Moreover, the liability provisions of the underlying relationship between the card holder and card issuer apply unchanged, in particular the terms and conditions for Private and Business physical and virtual VISA Prepaid Cards.

## **6. Change to terms and conditions; termination**

### **6.1**

Changes to these terms and conditions shall be offered to the card holder in the legally prescribed form at the latest two months before the proposed time that they will come into effect, unless the change is merely legally beneficial for the card holder. The card holder's consent to the ALCOFUND's offer is considered to have been issued if he has not indicated his refusal before the proposed date on which the changes will come into effect. The Microfinance shall inform him about this in particular in its offer. If the card holder is offered changes to the terms and conditions, he can also terminate the agreement on the use of 3D Secure before the changes come into effect without notice and free of charge. The Microfinance shall inform him about this right of termination in particular in the offer for the changes.

### **6.2**

The card holder can cancel his participation in the 3D Secure process at any time by calling MIQO.

### **6.3**

The Microfinance can terminate the agreement on the use of 3D Secure with a period of notice of two months.

### **6.4**

After successfully terminating the agreement, it is no longer possible to make an online card payment at card accepting terminals which expect an authentication through the 3D Secure process. In order to use the Prepaid card at these card terminals, it is necessary to re-register for the 3D Secure process.