



# Terms & Conditions

Please read this Terms and Conditions Agreement ("Terms and Conditions") carefully before using **Verified by Visa**. In this Agreement, "we," "us," or "our" refers to Oregon Pacific Bank and "you," "your," or "yours" refers to the user of **Verified by Visa**.

## 1. ACCEPTANCE OF TERMS

- (a) **Verified by Visa** provides its service to you, subject to the following Terms and Conditions and our cardholder agreement with you governing the card transactions for which **Verified by Visa** is used. The provisions of the Terms and Conditions agreement are incorporated by reference into our cardholder agreement(s) with you. We may change or update the Terms and Conditions from time to time without notice to you. You can review the most current version of the Terms and Conditions at any time at <http://www.opbc.com>. In addition, when using **Verified by Visa**, you shall be subject to any guidelines or rules applicable to **Verified by Visa** that may be posted from time to time on the **Verified by Visa** web site (the "Website"). The amended Terms and Conditions will automatically become effective immediately after they are initially posted on the Website.
- (b) You agree that registration in **Verified by Visa**, and/or use of **Verified by Visa**, will constitute your acceptance of the Terms and Conditions and any applicable posted guidelines or rules. You agree that continued use of **Verified by Visa** after the posting of revisions to these Terms and Conditions 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 **Verified by Visa** shall be subject to the Terms and Conditions.
- (d) Oregon Pacific Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, **Verified by Visa** (or any part thereof) with or without notice and is not obligated to support or update **Verified by Visa** or the Website.
- (e) With respect to any software available for download via the Website, you must accept the applicable Software License Agreement and comply with the terms and conditions contained therein.

## 2. DESCRIPTION OF Verified by Visa

**Verified by Visa** provides you with a way of increasing security in online and other transactions for which **Verified by Visa** is used by reducing the chances of fraud for those transactions. Registering for **Verified by Visa** involves (1) enrollment in **Verified by Visa**, and (2) activation of **Verified by Visa**. Your password is then used to confirm your identity in connection with future online transactions or other transactions for which **Verified by Visa** is used, as discussed in more detail in Section 5 below. **Verified by Visa** also may be used by you for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data (defined in Section 3 below), and other personal information is not shared with the merchant, as discussed in more detail below.

## 3. REGISTRATION

- (a) In order to use **Verified by Visa**, you must provide certain information to us that allows us to validate your identity and verify that you are the owner of the specified credit card(s) ("Registration Data"). The Registration Data that you provide may be validated against information we already have on file that is associated with you and your credit card(s). If you do not successfully register for **Verified by Visa**, the merchant may not accept your Visa credit card in payment for an e-commerce or other transaction subject to **Verified by Visa**. If any Registration Data is untrue, inaccurate, not current or incomplete, Oregon Pacific Bank retains the right to terminate your right to use **Verified by Visa**.

- (b) In order to use **Verified by Visa**, 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, and **Verified by Visa**-supported versions of operating systems and browsers (supported versions can be found at <http://www.visa.com/verified>).
- (c) Registration Data and other information about you will be treated in accordance with Oregon Pacific Bank's privacy policy located at <http://www.opbc.com>.

#### 4. AUTHENTICATION

In the event you have a question regarding the **Verified by Visa** registration process or a transaction using **Verified by Visa**, you should direct that question to our customer service department at 1-800-997-7121.

- (a) During registration for **Verified by Visa**, you may be asked to select or may be provided a personal message and/or password hint. When engaging in an online transaction or other transaction, for which **Verified by Visa** is used, you will be asked for your **Verified by Visa** password before the merchant accepts your Visa card in payment for the transaction. If you are unable to provide your **Verified by Visa** password, and the password hint does not assist you with the provision of the **Verified by Visa** password, or if the authentication through **Verified by Visa** otherwise fails, the merchant may not accept your Visa credit card or debit card in payment for that transaction.
- (b) By registering in **Verified by Visa**, you assent to the use of **Verified by Visa** to confirm your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.

#### 5. 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 **Verified by Visa**, and all activities that occur using your password, Registration Data or other verification information supplied to or established by you with **Verified by Visa**. You agree not to transfer or sell your use of, or access to, **Verified by Visa** to any third party. You agree to immediately notify us by calling Customer Service right away at 1-800-997-7121 if your card has been lost, stolen or 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 as defined in Section 6 below or in our cardholder agreement with you, Oregon Pacific Bank shall not be liable for any loss or damage arising from your failure to comply with the Terms and Conditions.

#### 6. YOUR CONDUCT

- (a) You agree not to:
  - i. impersonate any person or entity using **Verified by Visa**;
  - 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 **Verified by Visa**;
  - iii. spam or flood the **Verified by Visa** Website or service;
  - iv. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the **Verified by Visa** or the Website or the software used in connection with **Verified by Visa**;
  - v. remove any copyright, trademark, or other proprietary rights notices contained in **Verified by Visa**;
  - vi. "frame" or "mirror" any part of the **Verified by Visa** Website or service without Visa'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 **Verified by Visa** Website or service or its contents or use the Website to collect or harvest personal information, including, without limitation, financial information,

- about other users;
- viii. otherwise interfere with, or disrupt, **Verified by Visa** or servers or networks connected to **Verified by Visa**, or violate the Terms and Conditions or any requirements, procedures, policies or regulations of **Verified by Visa** or of any networks connected to **Verified by Visa**; 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 Oregon Pacific Bank or Visa (all of which shall constitute "Applicable Law") in connection with your use of **Verified by Visa**.

## 7. LIABILITY

- (a) You agree that Oregon Pacific Bank shall not be liable to you or to any third party for any modification, suspension or discontinuance of all or part of **Verified by Visa**.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Oregon Pacific Bank, ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS OR EMPLOYEES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, WITH RESPECT TO Verified by Visa, THE SOFTWARE OFFERED IN CONJUNCTION WITH Verified by Visa, THE WEBSITE, OR ANY PROMOTIONS OR RELATED SERVICES OFFERED IN CONJUNCTION WITH Verified by Visa. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES OR DAMAGES, SO THE FOREGOING EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
- (c) You understand and agree that any content, material or data downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk. Oregon Pacific 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 the Website.
- (d) You are solely responsible for securing and preventing any unauthorized use of your Oregon Pacific Bank Verified by Visa password(s). You are solely responsible for any and all activities that occur under your account, and you agree to immediately notify Oregon Pacific Bank of any unauthorized use of your account or any other breach of security of which you are aware.
- (e) You agree to indemnify, defend and hold harmless Oregon Pacific Bank, its parents, subsidiaries, affiliates, directors, officers, shareholders and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of **Verified by Visa** or your violation of the Terms and Conditions.

## 8. TERMINATION

The Terms and Conditions are effective at the time of your enrollment in **Verified by Visa**, and shall continue until terminated as provided herein. If you want to end your ability to use **Verified by Visa**, you may do so by deactivating the service and by destroying all copies of any software related to **Verified by Visa** in your possession. Any purchases you made using **Verified by Visa** prior to deactivation will not be affected.

We may by providing you with notice by e-mail or other reasonable means, temporarily or permanently deactivate your ability to use **Verified by Visa** and terminate the Terms and Conditions and your relationship with us at any time, with or without fault on your part.

## 9. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through **Verified by Visa**, 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, Oregon Pacific Bank, its parent, affiliates, or subsidiaries nor its service providers 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 **Verified by Visa** does not, in any way, indicate that we

recommend or endorse any merchant, regardless of whether the merchant participates in **Verified by Visa**. For example, **Verified by Visa** does not verify the identity of the merchant or the quality of the merchant's goods or services. The Website may provide links to other web sites or resources. You agree that Oregon Pacific Bank is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You agree that Oregon Pacific Bank shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on such external sites or resources.

#### 10. DISCLAIMER OF WARRANTIES

- (a) You expressly understand and agree that any software obtained through the use of **Verified by Visa** is downloaded and used at your own discretion and risk and that except as otherwise provided in the Terms and Conditions, 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 **Verified by Visa**.
- (b) **Verified by Visa** IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, Oregon Pacific Bank, ITS PARENT, AFFILIATES, SUBSIDIARIES AND ITS SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT **Verified by Visa** OF ANY KIND, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. Oregon Pacific Bank MAKES NO WARRANTY THAT **Verified by Visa** WILL MEET YOUR REQUIREMENTS, OR THAT **Verified by Visa** WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES Oregon Pacific Bank MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF **Verified by Visa** OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OR ANY INFORMATION OBTAINED THROUGH THE WEBSITE OR THAT DEFECTS WILL BE CORRECTED. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 11. NOTICE

Notices to you may be made via either email or regular mail to the address on file with us. You also may be notified of changes to the Terms and Conditions or other matters by notices displayed on <http://www.opbc.com>.

#### 12. AGE AND RESPONSIBILITY

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

#### 13. MISCELLANEOUS

The Terms and Conditions are governed by the laws of the State of Oregon, without regard to its principles governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms and Conditions. If any provision of the Terms and Conditions is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Terms and Conditions and your cardholder agreement and all the other provisions shall remain in full force and effect. **THE Terms and Conditions AND YOUR CARDHOLDER AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO THE SUBJECT MATTER HEREIN. BY USING Verified by Visa, YOU ACKNOWLEDGE THAT (I) YOU HAVE READ AND UNDERSTAND THE Terms and Conditions, AND (II) THE Terms and Conditions HAVE THE SAME FORCE AND EFFECT AS A SIGNED AGREEMENT.**