

Terms of Use

Please read these Terms of Use carefully before using Adam Online Verification.

- “You”, “your” or “yours” refers to the user of Adam Online Verification.
- “We,” “us,” or “our” means Adam & Company.
- “Merchant” means any person or company who owns or manages or operates the merchant establishment through a physical establishment and/or a website.
- “Passcode” means an automatically generated sequence of characters we may supply to you for use with the card when making transactions online.

1. ACCEPTANCE OF TERMS

- (a) By using the Adam Online Verification service (the “Service”), you will be deemed to have accepted and agreed to comply with these terms, which shall operate in addition to all other applicable terms, including our applicable data policies, the terms and conditions governing the use of your card and any security measures provided by us from time to time for online shopping or the Service.
- (b) We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, Adam Online Verification (or any part thereof) with at least 30 days’ notice to you.

2. DESCRIPTION OF THE SERVICE

- a) When engaging in an online transaction for which the Service is applicable, you might be required to enter a Passcode sent to you via text message or email before the Merchant accepts your card to pay for the transactions. If you cannot provide the Passcode or the authentication through the Service fails, the Merchant may not accept your card to pay for the transactions concerned. We will not be liable for any Merchant's refusal to accept your card for the said payment for any reason whatsoever.
- b) Cardholders will be responsible for the accuracy of his/her personal details provided by him/her to the Bank. Cardholders must inform the Bank immediately of any change in his/her contact details.
- c) Adam & Company will not be liable for any or all losses, damage, expenses, fees costs, (including legal), that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of a Passcode; (b) the non-receipt of a Passcode; (c) inaccurate or incomplete content in a Passcode; (d) reliance on or use of the information provided in a Passcode for any purpose; or (e) any third party, whether authorised or not, obtaining cardholder account information contained in the Passcode by accessing the cardholder’s mobile phone, computer or other electronic device.
- d) You are fully responsible and liable for all transactions made by using the Service.
- e) You must not allow any unauthorised access or any other person access to the card and Passcode used for accessing the Service.
- f) You are to keep the Passcode secret at all times and must not disclose it to any person or write it down or record it in a manner that could result in its disclosure or misuse.
- g) If you discover that your card details or the Passcode may have been used in an unauthorised way, you must notify us as soon as reasonably practicable by calling Adam Card Services on 0800 092 5327.
- h) You accept that you are responsible for the use of the Service and agree to act prudently and in good faith, including by taking the measures listed above to safeguard the security of the Service and the Passcode. You must also follow our security recommendations (copies of which are provided on our website) and any other notices relating to the Service from time to time issued. If you fail to observe any such notices and/or your responsibilities under these terms, you are liable for all claims, losses, liabilities and other consequences arising from or in connection with the use of the Service.

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3. YOUR INFORMATION

For full details about how we use the personal and financial information of our customers, please see our full Privacy Notice at adambank.com/privacynotice

4. RESPONSIBILITY

You understand that you are financially responsible for your use of Adam Online Verification.

5. STANDARDS OF LENDING PRACTICE

We adhere to the Standards of Lending Practice which are monitored and enforced by the Lending Standards Board. Full details of the Standards are available from the following website:
<https://www.lendingstandardsboard.org.uk/the-slp/>

6. COMPLAINT PROCEDURE

If you are not satisfied with any of our products or services, we have a complaint handling procedure that you can use to resolve such matters. A leaflet giving details of the procedure can be obtained from any of our offices or by telephoning us.

We are a member of The Financial Ombudsman Service in the UK. If you are still not satisfied after following our procedure, you can ask the Ombudsman to review the complaint. You can find out more about The Financial Ombudsman Service in a leaflet which is available from any of our offices or by telephoning us. Alternatively, you can write to:

The Financial Ombudsman Service at Exchange Tower, London E14 9SR.
Telephone: 0800 023 4567. Website: www.financial-ombudsman.org.uk.

7. GOVERNING LAW

If your address is in Scotland, Scottish law applies to this agreement. If you live elsewhere, English law applies to this agreement. Unless agreed otherwise court proceedings concerning this agreement shall be raised in the Courts of England and Wales or Scotland.

8. TELEPHONE CALLS

We may monitor or record telephone calls for security or training purposes and to maintain and improve our service.

9. COMPANY REGISTRATION DETAILS

Adam & Company is a business name of The Royal Bank of Scotland plc which is registered in Scotland Number 083026. Registered Office: 36 St Andrew Square, Edinburgh EH2 2YB. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Firm Reference Number 114724.