

Terms and conditions

Developer Center Terms of Use, last updated: July 24, 2024

These Developer Center Terms of Use (this “**ToU**”) is a legally binding contract between you, the individual end user, together with any company that employs you or that you represent (collectively, “**You**” or “**Your**”) and the Visa Contracting Entity defined in Section 15.17 below (“**Visa**”) and applies to Your use of and access to any Developer Program or related Materials offered by Visa. By (i) clicking “I Accept” or a similar affirmation as it appears below, or (ii) accessing or using a Developer Program or related Materials, You acknowledge and agree that Your use of a Developer Program and any related Materials made available to You will be governed by this ToU. If at any time You do not agree to the terms of this ToU or Terms of Use for any Developer Program, You must immediately terminate all use of the Developer Program and related Materials. Capitalized terms which are not otherwise defined herein are defined in Section 15.17 below. You may not use the Products for production use.

Visa may make separate Developer Programs available for different Applications and/or Products. Each Developer Program may include access to certain Materials for the particular Developer Program. Access to each Developer Program may be subject to separate approval by Visa and additional terms and conditions. Visa may limit access to each Developer Program, in its sole discretion. You may only access the Developer Programs and associated Materials for which You have been given access by Visa.

1. **Your Capacity and Related Matters**. You represent and warrant that: (i) all information You have provided and will provide to Visa is true, correct and complete in all respects; (ii) You will update Visa by email or other method as designated by Visa with any changes to information You have previously supplied; (iii) no authorization or approval from any third party is required in connection with Your execution, delivery or performance of this ToU, (iv) You have the legal right, power and authority to accept the terms and conditions of this ToU on Your own behalf and on behalf of any company that employs You or that You represent; (v) this ToU constitutes a legal, valid and binding obligation, enforceable against You (including any company that employs You or that You represent) in accordance with its terms; (vi) Your obligations under this ToU do not violate any applicable law or breach any other agreement to which You are bound; and (vii) any materials You provide, create or develop that are in any way related to this ToU, or the use

thereof, do not and will not infringe any Intellectual Property Rights of any third party; and (viii) You are not a Restricted Person.

2. Account Enrollment.

2.1. Account Enrollment. In order to use a Developer Program, You must register for a Developer Account. You must select a username, email address or other ID and password to enable You to access Your Developer Account and use a Developer Program and related Materials. The registration must include the name of any company that employs You or that You represent and on whose behalf You are entering into this ToU, as well. You agree not to share your login credentials with any other person. You agree to notify Visa immediately of any unauthorized use of Your password or Developer Account or any other breach of security. If any Authorized Users will access the Developer Account, the Authorized Users must have their own login credentials and agree to the terms of this ToU. You must restrict access to Your Developer Account solely to Authorized Users. Visa may require You to change Your Developer Account password from time to time at its sole discretion. If You do not change your password within the respective time frame provided by Visa, You may get locked out of Your Developer Account. You agree and acknowledge that you will comply with the Privacy Notice.

2.2. Developer Verification and Authentication. You understand and agree that Visa may require You to submit, and Visa will collect, certain information, both public and non-public, about You during the online enrollment process for the purpose of considering Your eligibility for a Developer Account to access a Developer Program, and to authenticate Your identity. You further understand that Visa may transfer the information You provide us to third parties and Affiliates assisting Visa in the provision, administration and management of, and in evaluating Your eligibility for, a Developer Program. Visa reserves the right to approve, decline, suspend or terminate Your Developer Account at any time in its sole discretion.

2.3. Costs and Expenses. You are solely responsible for all costs and expenses related to Your use of the Developer Programs and Materials, including the development of any Applications, as applicable. In any event, Visa will not reimburse you for any costs or expenses.

3. Licenses.

3.1. Developer Programs.

3.1.1. Subject to and conditioned upon Your compliance with the terms and conditions of this ToU, Visa grants You a personal, nonexclusive, nonsublicensable, nontransferable, revocable, limited license, solely in the Territory, during the term of this ToU, to: (i) use, reproduce and create derivative works of the Licensed Components solely for the purpose of developing and testing Applications within the Test Environment using the Test Data, provided that the APIs are not modified and interoperability with the Products is maintained in accordance with the applicable Documentation; (ii) use the Test Environment and Test Data in accordance with the applicable Documentation to test Your Application, including test transactions, test batch upload features, sample reports, and test and simulation of transaction responses. You agree that you will use the Materials for your own personal, non-commercial use for testing purposes only. Additional usage rights made available to You by Visa in its sole discretion, if any, shall be subject to the terms of this ToU and any additional Terms of Use for such Developer Programs. Any reproduction or use of the Licensed Components or other Materials shall include attribution to Visa as the source and additionally shall contain all copyright and other proprietary notices or legends found on the original. **Upon entering into a Visa API Agreement with Visa, the license in this Section 3.1.1 will be subject to any limitations and conditions therein, any API-specific terms in the Visa API Agreement, and any solution approval processes and procedures required by Visa.**

3.1.2. You agree that: (i) You are responsible for your use of the Test Environment and Your use and handling of all Test Data, whether provided by Visa or submitted by You as well as any data generated or derived from that data; (ii) Visa has no obligation to maintain such Test Data on its servers and reserves the right to delete from its systems all such data on regular intervals without notice; (iii) only simulated Test Data may be submitted or uploaded on or through Your Developer Accounts (e.g., real account numbers, names, addresses, and other Personal Information may not be used for testing purposes, and may not be submitted or uploaded on or through a Developer Account); (iv) load testing a Developer Account or Products is not permitted; (v) Visa has no obligation to monitor or validate any information submitted or uploaded by You on or through a Developer Account; and (vi) You agree to provide Visa with reasonable cooperation and assistance as may be required to launch and manage Your participation in any capabilities or APIs hereunder.

3.1.3. Notwithstanding anything to the contrary, You shall not (and shall have no right to): alter or remove any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in the Materials or any reproduction thereof; sublicense (or purport to sublicense), distribute or disclose any of the Materials, in whole or in part, to any third party or use the Materials on a service bureau basis or otherwise on behalf of any third party; distribute or otherwise provide all or any portion of the Materials outside of the Territory or otherwise use or export any Materials in violation of applicable laws or regulations; engage in any activity, including the development or distribution of any software (whether in the form of object code or source code), that interferes with, disrupts, damages, or accesses in an unauthorized manner any Products or any Visa platforms, servers, or systems, or those of any of its Affiliates or any third party; make any statements that Your product or service is “certified” or otherwise endorsed, or that its performance is guaranteed, by Visa or any of its Affiliates; decompile, reverse engineer, disassemble, rent, lease, loan, distribute, or, except as expressly set forth in Section 3.1.1(i), create derivative works from the Materials or any portion thereof; use the Materials or any associated data or content, or extract, scrape or otherwise deconstruct any of the Materials or any associated data or content, for the purpose of using individual data elements (e.g., geocodes), combining data elements (e.g., routes or paths), compiling, enhancing, verifying, supplementing, or otherwise modifying databases, lists, or directories of any kind, including, but not limited to, marketing purposes, location databases, mailing lists, contact lists, marketing lists, geographical directories, or any other compilation or collation of information which is sold, rented, published, distributed or in any manner supplied to a third party; attempt to circumvent any security measures or technical limitations; use the Materials or any associated data or content in any manner or for any purpose that violates any Law or any right of any person, including but not limited to any Intellectual Property Rights or rights of privacy; use the Products for providing any credit reporting information or for any “permissible purpose” as defined by the Fair Credit Reporting Act; or otherwise use or exploit the Materials for any purpose other than as expressly permitted by this ToU.

3.1.4. No Support. Visa has no obligation to provide support, maintenance, updates, upgrades, modifications or new releases of any Materials (“Updates”). If Visa does elect, in its sole discretion, to provide any Updates, the terms of this ToU will govern such Updates, unless accompanied by a separate license, in which case the terms of that license will govern. Visa reserves the right to limit, modify, or terminate any capabilities or APIs offered hereunder at any time.

3.1.5. Open Source Software. The Materials may contain software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL ("**Open Source Software**"). To the extent any such license requires terms with respect to such Open Source Software that are inconsistent with this ToU, then such rights in the applicable Open Source Software license shall take precedence over the rights granted in this ToU, but solely with respect to such Open Source Software. You acknowledge that any applicable Open Source Software license is solely between You and the applicable licensor of the Open Source Software and that You shall comply with the applicable Open Source Software license. You agree not to use any Open Source Software in the development of Your Application in such a way that would cause any portions of the Materials to be subject to any Open Source Software licensing terms or obligations.

3.2. Licenses to Visa. You grant Visa and Visa Affiliates a non-exclusive, non-transferable license during the term of this ToU to (i) use Your Applications and review the code in Your Applications for testing and other related purposes to ensure that it complies with this ToU, (ii) make general public statements to the media, including press releases, announcements, marketing materials, and publicly through any channel or medium, that refer to You in plain text by name or using Your Trademarks with respect to the Developer Program, progress of the Developer Program, or Your participating in, access to and use of the Developer Program and Visa's product, programs and services, the Materials and Your Application without obtaining Your prior consent, provided that the disclosure is accurate and not misleading or disparaging; provided, however, that Visa shall not have any obligation to publicize Your usage of a Developer Program, the Materials or Your Application.

3.3. During and after the Term, You, on behalf of yourself and your Affiliates, hereby agree not to assert, authorize, assist, or encourage any third party to assert, against Visa or any Visa Affiliates, customers, vendors, business partners or licensors associated with the Developer Program or the Materials, any patent infringement claim regarding the Developer Program or the Materials or any portion, functionality or other characteristics thereof.

4. Compliance with Law, Application Requirements, Visa Guidelines and Payment of Fees.

4.1. You agree to comply, at Your own expense, with all local, state, regional, national, foreign, international or other laws, policies, guidelines, standards, regulations, ordinances, rules, orders and judgments applicable to You, Your business, the Developer Account, the Materials or the Applications developed hereunder, including, without limitation, Visa all applicable privacy requirements, including any privacy notice compliance, to the extent required by Applicable Data Protection Laws , and all applicable Trade Restrictions (all of the foregoing, collectively, “Laws”). You shall not use the Developer Account, Developer Program or any Materials in any manner, or in furtherance of any activity, that may cause Visa to be in breach of applicable Laws or subject to investigation, prosecution, or legal action.

4.2. Any Application developed using any of the APIs or other Materials must comply with the following criteria and requirements:

4.2.1. For Applications that use location-based APIs or offer location-based services or functionality, You and the Application must comply with the data privacy requirements set out in Sections 6.5 and 6.6.

4.2.2. Applications may not be designed or marketed for the purpose of harassing, abusing, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.

4.2.3. Applications may not use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services provided by Visa or its licensors, or to collect information about users for any unauthorized purpose.

4.2.4. You must either own all content used in Your Application or have permission from the content owner to use it in Your Application.

4.2.5. Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, “backdoors”) which could damage, destroy, or adversely affect other software, firmware, hardware, data, systems, services, or networks.

5. Developer Community.

5.1. Rules of Conduct. You acknowledge that You are solely responsible for Your Application and the content and consequences of the material You post or otherwise provide, including their legality, reliability, appropriateness, and trademark and copyright ownership. You grant Visa and the users of this Community the perpetual, irrevocable, nonexclusive right and license to display, use, copy, modify, publish, distribute, transmit, print, and otherwise exploit any such material without restriction. You agree that You shall not upload, post or transmit to or distribute through the Community any materials (including text, links, communications, software, images, sounds, data, or other information) that may:

5.1.1. contain any Confidential Information or any confidential information of Your company, or any other person or entity, including, but not limited to, proprietary information, trade secrets, Personal Information, Cardholder Information and the terms of Visa-related agreements;

5.1.2. be false, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, illegal or otherwise objectionable or injurious to third parties;

5.1.3. constitute or encourage conduct that is unlawful or would constitute a criminal offense, give rise to civil liability or otherwise violate any Law;

5.1.4. violate, misappropriate or infringe any Intellectual Property Rights or other rights of any third party;

5.1.5. constitute advertising, junk mail, spam, chain letters, or any other form of unauthorized solicitation;

5.1.6. contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful or would constitute a denial-of-service attack or a distributed denial-of service attack; or

5.1.7. otherwise violate the Privacy Notice or any Terms of Use.

5.2. Usage Guidelines. While using the Community, You agree that You will:

5.2.1. be courteous and respectful of others;

5.2.2. keep Your posts relevant to the payment industry and Visa's products, services and programs;

5.2.3. act responsibly to protect Visa's, any third party's, Your and Your company's private and confidential information; and

5.2.4. remember that it is possible that information appearing in the Community could be incorrect, incomplete, unclear or misleading.

5.3. Moderator Role. In its sole discretion, Visa may select or retain one or more moderators or Visa may utilize tools to enable moderation functionality. Such moderators may have rights and privileges to, among other things as determined in Visa's sole discretion, edit/delete posts and posted materials, close threads, and block users from using the Community. Visa or the moderators may remove any materials (before or after posting) or block user access that, in its sole discretion, do not comply with the current applicable Terms of Use, including the terms of this ToU, or that are otherwise inappropriate for this Community. Visa is not responsible and shall have no liability for any removal of materials or blocking of users, or any failure or delay in removing any such materials or blocking such user access. To report any concerns or possible violations of any Terms of Use, please write to developer@Visa.com or such other support email address designated at a Developer Program website. Please include in Your email the post's subject, the post author's screen name, a link to the post in question and any other applicable information.

5.4. Links. You may find posts that contain hyperlinks to content hosted and maintained by third parties. The linked sites are not approved or controlled by Visa and Your access to any linked site is at Your own risk. Visa makes no claim or representation regarding, and accepts no responsibility for, sites accessible by hyperlink from the Community.

5.5. User Content. Material supplied by users of the Community is the sole responsibility of the person originating the material and Visa does not control or monitor, and disclaims all liability for, such material.

5.6. Submissions. If You do transmit to us, via the Developer Program website, email or otherwise, any solicited or unsolicited submission or Feedback, You grant to Visa and its designees a royalty-free, fully paid, transferable, sublicensable, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to publish, transmit, perform, display, modify, create derivative works from and otherwise use or exploit such Feedback and any related Intellectual Property Rights, together with Your name, image, and likeness and company name, for any purpose, including, without limitation, advertising and promotional purposes, in any media, now or hereafter known, without any credit, notice, approval or compensation to you. Without limitation thereof, you agree that Visa and its designees are free to use any ideas, concepts, know-how or techniques contained in any Feedback you provide for any purpose whatsoever, including, without limitation, developing and marketing products, services and content. Furthermore, any Feedback You transmit to Visa, even if marked as confidential, shall not create any confidentiality obligations on the part of Visa unless otherwise agreed in a separate, signed agreement.

6. Data Privacy and Security.

6.1. Visa and its Affiliates may collect, transmit, maintain, process, share, disclose, and use technical and related information, including but not limited to information about You, Your Authorized Users, Your Applications, and Your computers, system software, other software and peripherals. The Privacy Notice describes how the platform collects, transmits, maintains, processes, shares, discloses, protects and uses Personal Information, including in connection with any news and updates sent to You by email.

6.2. Visa has the right to disclose Your identity to any third party who is claiming that any content posted, uploaded, transmitted or distributed by You through the Community constitutes a violation of their Intellectual Property Rights, or of their right to privacy provided that Visa is under a legal obligation to disclose such information.

6.3. We may offer You the choice to receive news and updates by email. No fee is charged for sending news and updates emails to You, but third-party data rates may apply.

6.4. You are solely responsible for the security of data residing on server(s) or other systems owned or operated by You, or a third party designated by You (e.g., a web hosting company, processor, or other service provider). You agree that You will comply with all applicable Visa security protocols and security advisories in effect during the term of this ToU. You acknowledge that Visa shall not be liable for any improperly processed or unauthorized transactions or illegal or fraudulent access to Your Developer Account. You shall comply and require all third parties with which You have relationships to comply with all applicable Laws governing the security, collection, retention and use of financial information, including card payment account and transaction data, and all other customer Personal Information, including the Payment Card Industry Data Security Standards (“**PCI DSS**”), as further specified in Section 10.5 and 10.6 below and applicable.

6.5. For Applications that use location-based APIs or that collect, transmit, maintain, process, share, disclose or otherwise use an end user's Personal Information, You and the Application must comply with all Applicable Data Protection Laws with respect to any collection, storage, transmission, maintenance, processing or use of the user's location data or Personal Information by the Application.

6.6. Applications that offer location-based services or functionality must notify and obtain consent from an end user before his or her location data is collected, transmitted or otherwise used by the Application.

6.7 You agree and acknowledge that data fields and content provided by or accessible through the API(s) are for informational purposes only and not intended to be relied upon as or deemed

to be any form of financial, business, tax or legal advice. Information may not be accurate or current. You should seek independent verification or advice. If You provide Visa with Cardholder Information (including device ID and other personal identifying information that may be subject to Applicable Data Protection Laws), You represent and warrant that You have the right and authority and/or has obtained permissions or consents necessary to disclose this information to Visa and for Visa to use such information for purposes of providing the Products hereunder to You. You will also be responsible for establishing and monitoring internal user administration and activity within Your organization, implementing security measures and ensuring compliance with local governing law. You shall have obligations to monitor and report fraud activity to Visa. You are responsible for providing authentication of participating cardholders and for any liability arising from authentication issues. IN FURTHERANCE THEREOF AND EXCEPT AS SET FORTH IN THE TERMS FOR ANY SPECIFIC SERVICES, VISA EXPRESSLY DISCLAIMS ANY RESPONSIBILITY AND/OR LIABILITY FOR VERIFYING OR AUTHENTICATING THE IDENTITY OF ANY CARDHOLDER AT ANY TIME, INCLUDING ANY RESPONSIBILITY TO VERIFY OR AUTHENTICATE A CARDHOLDER PRIOR TO TRANSMITTING AN ALERT OR NOTIFICATION.

6.8 Upon Your use of APIs with production credentials, You agree and acknowledge that You will comply with any security and penetration testing terms in the Visa API Agreement, which shall be incorporated by reference into this ToU.

7. Term.

This ToU shall commence on the date You indicate Your acceptance of the terms and conditions hereof and shall remain in full force and effect until the earlier of (a) the date terminated as permitted hereunder, or (b) the date You (i) become a Restricted Person, (ii) make a general assignment for the benefit of creditors, (iii) file a voluntary petition of bankruptcy, suffer or permit the appointment of a receiver for its business or assets, (iv) become subject to any proceedings under any bankruptcy or insolvency law where such proceedings have not been dismissed within sixty (60) days, or (v) have wound up or liquidated, voluntarily or otherwise.

8. Termination.

8.1 Termination for Material Breach. Either party ("**Non-Breaching Party**") may terminate this ToU or Your use of a particular capability or API hereunder by written notice to the other party ("**Defaulting Party**") in the event of a material breach of any provision of this ToU by the Defaulting Party (a) where such material breach is not capable of remedy or cure; or (b) where such material breach is capable of remedy or cure, but remains uncured for a period of thirty (30) days following written notice of the breach by the Non-Breaching party stating its intent to terminate. Any notice of termination under this Section 8.1 shall set forth the basis for the claimed breach.

8.2 Termination for Compliance with Law. Either party may terminate this ToU at any time with written notice to the other party, where such party is legally compelled to do so by a regulatory, judicial or executive order; or where such termination is required for the terminating party to comply with, or to prevent Visa from contravening, any such order or any applicable Law.

8.3 Termination for Convenience. If no current Visa API Agreement is in place, either party may terminate this ToU or Your sandbox use of a particular capability or API hereunder at any time with written notice to the other party. If a current Visa API Agreement is in place, either party may terminate this ToU or Your use of a particular capability or API hereunder anytime by providing 90 days' written notice to the other party.

8.4 Additional Termination Rights. Additional termination and suspension rights and wind down obligations may result from an unauthorized change in the intended use of the API from a business standpoint or a decision made by Visa to change or terminate parts of the program. There may be other factors that lead to termination by Visa that will be evaluated on a case-by-case basis.

8.5. Effect of Termination or Agreement Expiration. Any termination of this ToU will also terminate any Visa API Agreement that may be in effect at the time of such termination. Upon expiration or termination of the ToU for any reason, all rights and licenses granted to You under this ToU shall be extinguished, and You shall immediately cease using any Developer Account, Developer Program, APIs, Confidential Information and Materials and any derivative work thereof and you will promptly return to Visa, at no cost to Visa, all Materials, Visa Confidential Information and property, and all copies, extracts and derivative works of the foregoing, together with any and all documents, notes and other materials regarding such information.

Alternatively, if so directed by Visa, You will destroy, at no cost to Visa, all Visa Confidential Information according to Visa's instructions or relevant industry best practices if no instructions are provided, and all copies thereof, in Your possession or control, and will provide a certificate signed by an officer of You that certifies such return or destruction in detail acceptable to Visa. Sections 1, 2.3, 3.1.2, 3.1.3, 3.3, 4.1, 5.1, 5.6, 6, 9-14, 15.10, 15.12, 15.13 and 15.16 shall survive any termination of this ToU.

9. Intellectual Property

9.1. Visa. As between Visa and You, Visa owns, and shall retain, all right, title and interest in and to the Products, Developer Program, Developer Account, Materials (including all SDKs and APIs, including results of API calls), Documentation, and Visa Trademarks, any derivatives of the foregoing, and all Intellectual Property Rights therein or associated therewith (collectively, "**Visa IP**"). No title to or ownership of any Visa IP is granted or otherwise transferred to You or any other entity or person under this ToU or an applicable Visa API Agreement. You hereby assign and shall assign to Visa any right, title or interest that You may obtain in Visa IP.

9.2. Use of Trademarks and Brand Assets. Nothing in this ToU, an applicable Visa API Agreement or any Developer Program or Products hereunder grants You any rights to use any Visa Trademarks or Visa branding experience (including audio, visual or haptics, collectively the "**Visa Brand Assets**"). For the avoidance of doubt, any Developer Program or Products that You are granted access to under this ToU or any Visa API Agreement that includes any Visa Trademarks or Visa Brand Assets does not constitute a license to use such Visa Trademarks or Visa Brand Assets. If You make reference to any products, services or technology of Visa, You shall strictly comply with all standards and guidelines with respect to Visa's Trademarks and Visa Brand Assets contained herein or which may be furnished or made available to You from time to time. All uses of any Visa Trademarks and Visa Brand Assets shall inure to the benefit of Visa.

9.3. Trademark and Visa Brand Assets Restrictions. You shall not: (a) use Visa Trademarks or Visa Brand Assets except to the extent You have been expressly authorized by Visa; (b) take any actions inconsistent with Visa's ownership of Visa Trademarks and Visa Brand Assets and any associated registrations (including by using, registering or attempting to register any Visa Trademarks or Visa Brand Assets or trademarks or domain names that are confusingly similar to any of the Visa Trademarks or Visa Brand Assets), or attack the validity of Visa Trademarks or

Visa Brand Assets or its ownership thereof, or any of the terms of this ToU; (c) use or create a combination mark consisting of one or more of Visa Trademarks; (d) use Visa Trademarks or Visa Brand Assets in any manner that would indicate You are using such Trademarks or Visa Brand Assets other than as a licensee of Visa; or (e) assist any third party to do any of the same.

9.4 Suspension Due to Claim. In the event of any claim, suit or action alleging that Developer Program(s) APIs, Materials, or an Application developed by You through use thereof, in whole or in part, infringes or misappropriates any Intellectual Property Rights, Visa in its sole discretion may suspend provision of the APIs or Products and operation of the Developer Program for Applications developed by You through use thereof under this ToU or an applicable Visa API Agreement to cease or avoid such allegations and will provide prior written notice to You of such suspension.

10. Confidential Information.

10.1. You agree to hold all Confidential Information in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for Your own benefit or the benefit of others, or for any purpose except in connection with Your exercise of Your rights and Your performance of Your obligations under this ToU and an applicable Visa API Agreement. To the extent that any Authorized User will have access to Confidential Information, You agree that each such Authorized User (a) is reasonably required to have such access to effect the purpose of this ToU, and (b) has written and binding agreements with You to protect the unauthorized use and disclosure of Confidential Information consistent with the terms and conditions hereof. You agree to insure the protection of all Confidential Information from unauthorized disclosure and in any event, to take precautions at least as great as those taken to protect Your own information of a similar nature, but in no event less than the equivalent of a reasonable degree of care. You agree that the existence and terms and conditions of this ToU and an applicable Visa API Agreement will be Confidential Information. Upon Visa's request, You will return or destroy (and certify such destruction to Visa's reasonable satisfaction) all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information. You acknowledge that breach of this Section 10.1 may result in irreparable harm to Visa, for which money damages may be an insufficient remedy, and therefore Visa will be entitled to seek injunctive relief to enforce the provisions of this section without requirement of

posting a bond or providing special evidence. You will be liable to Visa for any breach of this Section 10 by Your Personnel in the same manner as a breach by You.

10.2. For avoidance of doubt, You may not use or disclose any Materials or Confidential Information for any patents or patent applications. Without limiting any other rights or remedies of Visa, if You or any of your employees, agents or contractors use or disclose any Materials or Confidential Information for any patents or patent applications or file or prosecute any patents or patent applications for inventions based on any Materials or Visa Confidential Information, Visa and its Affiliates shall have and are hereby granted a fully paid-up, royalty-free, worldwide, perpetual, irrevocable license to exercise all rights under such patents and patent applications, including the right to grant and authorize sublicenses.

10.3. Visa works with many application and software developers and some of their products may be similar to or compete with Your Applications. Visa may also be developing its own similar or competing applications and products or may decide to do so in the future. Visa does not agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with this ToU or an applicable Visa API Agreement, including information about Your Application (“Licensee Disclosures”) or for any Feedback you may provide under Section 5.6. You agree that any such Licensee Disclosures will be non-confidential. Visa will be free to use and disclose any Licensee Disclosures on an unrestricted basis without notifying or compensating You. You release Visa from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Any physical materials You submit to Visa will become Visa property and Visa will have no obligation to return those materials to You or to certify their destruction.

10.4 Exceptions. Your obligations under this “Confidentiality” section will not apply to Confidential Information to the extent that You can establish that such Confidential Information: (a) is or has become publicly known (other than through unauthorized disclosure); (b) is disclosed to You without obligation of confidentiality from a third party who has the right to disclose such information without restriction and not indirectly from Visa; or (c) is independently developed by You without any use of or reference to Confidential Information of Visa and without violating Visa’s proprietary rights. In addition, You may disclose Confidential Information of Visa if required by court order, governmental demand, or other compulsory legal process, provided that, if legally permitted to do so, You first notify Visa in writing at least ten

(10) days in advance in order to afford Visa an opportunity to seek a protective order or other relief. Feedback and Modifications provided to Visa or its Affiliate by You or Your Affiliate will not be considered confidential information, and Visa and the Visa Affiliates will not have any confidentiality obligations owed to You with respect thereto. If applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard will prevail over the provisions of this Section. Visa and its Affiliates have the right to disclose portions of this ToU and the Visa API Agreement to its regulators in the exercise of their statutory authority or to an intended third party beneficiary as necessary to enable enforcement of such intended third party beneficiary rights.

10.5 PII and Cardholder Information. In addition to and without limiting any other obligations set forth herein, to the extent that You receive or obtain any PII including non-public personal information (as defined in the Applicable Data Protection Laws) or Cardholder Information, You will, at a minimum (a) establish and maintain such data security program as is necessary to meet the objectives of the Applicable Data Protection Laws, and ensure the confidentiality of the PII, non-public personal information or Cardholder Information is not accessed, used or disclosed contrary to the provisions of this ToU, an applicable Visa API Agreement, the GLB Act, to the extent applicable, or any other Applicable Data Protection Laws; and (b) establish, implement and maintain such physical, electronic and procedural safeguards to: (i) maintain the security and confidentiality of such PII and Cardholder Information, including without limitation, encrypting such PII and Cardholder Information in accordance with Visa's policies; (ii) protect against any anticipated threats or hazards to the security or integrity of such PII and Cardholder Information; (iii) comply with PCI DSS, as set forth in Section 10.6 below, and applicable industry standards for protection of data; and (iv) protect against unauthorized access to or use of such PII and Cardholder Information that could result in harm or inconvenience to the individuals to whom such Cardholder Information pertains. You will provide to Visa all appropriate reviews and reports to monitor Your compliance with Your obligations under this Section. If You provide Visa with Cardholder Information (including device ID and other personal identifying information that may be subject to Applicable Data Protection Laws), You represent and warrant that you have the right and authority and/or have obtained permissions necessary to disclose this information to Visa and for Visa to use such information for purposes of providing the Products hereunder to You.

10.6 PCI DSS Compliance. If You will have access to Cardholder Information, then You will be required to be compliant with PCI DSS. If PCI DSS compliance is required, then You will, at Your sole cost and expense: (a) conduct or have conducted the audits required for PCI DSS

certification; (b) obtain PCI DSS compliance certification prior to storing, processing or transmitting Cardholder Information, and (c) take all actions required for You to maintain PCI DSS compliance during the Term of this ToU and for any period of time after the Term of this ToU that You store, process or transmit Cardholder Information. If required to be PCI DSS compliant, You will remain at all times aware of changes to PCI DSS and implement such changes when required by Visa to do so. Further, You will comply with the security requirements in the applicable Visa API Agreement. Additionally, Visa reserves the right to conduct a detailed security and risk assessment ("Assessment") of You. You agree to reasonably cooperate with Visa during any such Assessment, which may include an onsite assessment of Your security and risk programs by Visa (or its designee) during Your normal business hours to ensure Your compliance with the data security and compliance and confidentiality obligations under this ToU and an applicable Visa API Agreement. If after the completion of an Assessment, Visa determines that You need more security requirements than those set forth herein, You agree to work with Visa, in good faith and at Your expense, to address the additional security requirements noted in the Assessment.

11. DISCLAIMERS.

THE PRODUCTS, MATERIALS, DEVELOPER ACCOUNT, DEVELOPER PROGRAM AND ALL INFORMATION AND OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS WITHOUT WARRANTY OF ANY KIND. YOUR USE OF ANY OF THE FOREGOING IS AT YOUR OWN RISK. NEITHER VISA NOR ANY OF ITS CURRENT AND FORMER AFFILIATES EMPLOYEES, SUCCESSORS OR ASSIGNS REPRESENT OR WARRANT THAT THE PRODUCTS, MATERIALS, DEVELOPER ACCOUNT, DEVELOPER PROGRAM OR ANY INFORMATION OR OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, CURRENT OR ERROR-FREE. YOU EXPRESSLY ACKNOWLEDGE THAT COMPUTER NETWORK-BASED SERVICES MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. VISA SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. Visa assumes no liability or responsibility for any inaccurate or incomplete information or claims that may result from reliance on such information. Without limiting the foregoing and for avoidance of doubt, Visa, its Affiliates, and their respective licensors, shall not be liable for, and hereby expressly disclaim any liabilities and warranties with respect to, any Open Source Software or other third party

components of Materials or content. Some states or provinces do not allow the exclusion of certain warranties, so the above limitations may not apply to You. You may have rights that vary from jurisdiction to jurisdiction; however, the above disclaimers apply to the extent permitted by applicable Law.

12. LIMITATIONS OF LIABILITY.

12.1. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL VISA OR ANY OF ITS AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF VISA, OR ITS AFFILIATES OR VENDORS) (COLLECTIVELY, THE “**VISA PARTIES**”) BE LIABLE FOR:

- ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING);
- LOST REVENUE, LOST PROFITS, OR LOST ANTICIPATED PROFITS;
- LOST BUSINESS, INJURY TO BUSINESS REPUTATION OR GOODWILL; OR
- COST OF PROCUREMENT OF SUBSTITUTE SERVICES

UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. THE VISA PARTIES DO NOT EXCLUDE OR LIMIT OUR LIABILITY TO YOU IN ANY WAY WHERE IT WOULD BE UNLAWFUL TO DO SO. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE VISA PARTIES' TOTAL CUMULATIVE LIABILITY TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS TOU, AN APPLICABLE VISA API AGREEMENT OR ANY DEVELOPER ACCOUNT, DEVELOPER PROGRAM OR MATERIALS, EXCEED A TOTAL OF FIVE HUNDRED US DOLLARS (\$500).

13. Indemnification.

13.1. Indemnification. You agree, at Visa’s request and Your sole expense, to indemnify, defend and hold harmless Visa and its Affiliates, and any of their, officers, directors, employees, and the

successors and assigns of the foregoing from and against any and all claims, actions, proceedings, and suits (including claims, suits or actions by or on behalf of customers, endpoints, service providers or Your Personnel or Affiliates) and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising out of or relating to: (a) the direct or indirect access to disclosure of, or use of the Developer Program, APIs, products, Products, Documentation, data or Materials provided hereunder or the Visa API Agreement, information provided by or accessed through use of the APIs hereunder or the Visa API Agreement, or use, commercialization , or other exploitation of the Applications developed through use thereof, by You or any of Your Affiliates, customers, endpoints, contractors, service providers or their Personnel; (b) any breach or alleged breach by You of any representation, warranty, or obligation contained in this ToU or the Visa API Agreement; (c) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You, any Authorized User, or any of Your Affiliates, Personnel, suppliers or customers; (d) any contract or agreement between You and a third party; (e) any materials posted or otherwise provided by You, (f) allegations that You, Your Affiliates or their Personnel, or any of their respective products, technologies or services, alone or in combination with other products, service, software or processes, including proposed and approved Applications developed using or accessing APIs or Products, (collectively, "Your Products") infringe, misappropriate or otherwise violate the Intellectual Property Rights, other privacy rights or other proprietary rights of a Third Party; or; (g) any alleged or actual violation by You of any applicable Laws; or (h) any allegation that any of Your Products are unsafe, hazardous or defective or cause or result in any personal injury (including death) or damage to property. Visa reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify and You agree to cooperate with Visa's defense of these claims. You may not settle any matter without the prior written consent of Visa.

14. Copyright Infringement Claims.

14.1. Visa has adopted and implemented a policy that provides for notification and removal of content that allegedly infringes the rights of copyright holders. If You believe that Your work has been copied in connection with a Developer Program in a way that constitutes copyright infringement, please provide Visa's Copyright Agent the following information set forth in this Section 14.

14.1.1. Identification of the copyright work claimed to have been infringed or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;

14.1.2. Identification or explanation of Your rights in the copyrightwork(s) including the creator of the work and when the work was made or how You came to be the owner of the copyright work or otherwise entitled to request removal of allegedly infringing content.

14.1.3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled, along with all information reasonably necessary for us to locate the material;

14.1.4. Information reasonably sufficient to permit us to contact You as the complaining party including Your name, address, telephone number, email address and (if relevant) details of the same for anyone authorized to act on your behalf;

14.1.5. An explanation as to Your good-faith belief that the use of the material in the manner complained of is not authorized by the owner, its agent, any license or by law; and

14.1.6. A statement confirming that the evidence and explanation provided are true to the best of Your knowledge and belief as the copyright owner or the party or individual acting on their behalf or under license.

If You fail to provide the above information your complaint may not be dealt with.

14.2. Visa or its Copyright Agent may (in its sole discretion) request further documentation or information from You after receiving the complaint. Failure to respond to such a request or provide relevant evidence may mean Your complaint cannot be processed or dealt with effectively.

14.3. In order to submit a complaint, You can find information about Visa's procedures for submitting notices at copyright@visa.com.

14.4. Without limiting any of Visa's rights hereunder or its rights under law, Visa retains the right, in its sole discretion, to terminate any user's Account for repeated copyright violations.

14.5. By submitting a complaint or notification, You warrant that you have not misrepresented that material or activity is infringing and you agree to indemnify Visa in respect of all liabilities, costs, expenses, damages or losses (including any direct, indirect consequential losses, loss of reputation and all interest, penalties and legal costs) and all other costs and expenses suffered or incurred by Visa arising out of or in connection with a breach of this warranty.

14.6. If You believe that Your work that was removed (or to which access was disabled) is not infringing, or that You have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material, You may send a counter-notice containing the following information to Visa's Copyright Agent:

14.6.1. Identification of the work that has been removed or to which access has been disabled and the location at which the work appeared before it was removed or disabled;

14.6.2. A statement that You have a good faith belief that the work was removed or disabled as a result of mistake or a misidentification of the work or an explanation as to why You have a legal defense to the allegations of infringement; and

14.6.3. Your name, address, telephone number and e-mail address.

14.7. Visa may send a copy of Your counter-notice to the original complaining party informing them that the counter-notice has been submitted. Unless the complainant files an action seeking a court order against the provider or user of the work, the removed work may be replaced, or access to it restored, by Visa in 10 to 14 business days after receipt of the counter-notice.

15. General Provisions.

15.1. Publicity. You shall not issue any press release or general marketing communication or make any other public statements concerning this ToU, its terms and conditions, or the relationship of the parties without the express prior written consent of Visa, which may be withheld at Visa's sole discretion.

15.2. Visa Affiliates. The rights, duties and/or obligations of Visa under this ToU may be exercised and/or performed by Visa and/or any of Visa's Affiliates, or any of their subcontractor and/or agents. All liabilities arising under or as a consequence of this ToU, whether arising from the acts or omissions of Visa or any of Visa's Affiliates, or any of their subcontractors and/or agents, shall be solely by Visa and/or any of Visa's Affiliates. You agree to bring any claim and/or action relating to the foregoing against Visa only and not against any of Visa's Affiliates, or any of their subcontractors and/or agents.

15.3. Compliance with Trade Restrictions.

15.3.1. You expressly agree and acknowledge that (a) the Materials provided via the Developer Program or otherwise to You by Visa hereunder are subject to Trade Restrictions, and (b) Visa's ability to perform under this ToU is subject to Visa's compliance with such Trade Restrictions. You agree that any refusal or failure by Visa to perform its obligations hereunder on account of good faith compliance with Trade Restrictions will not constitute a breach of any obligation under this ToU and hereby waive any and all claims against Visa for legal recourse, including but not limited to injunctive or declarative relief, loss, cost or expense, including consequential damages, that You may incur or be subject to by virtue of such refusal or failure.

15.3.2. Notwithstanding any other provision of this ToU to the contrary, You shall not use, download, export, re-export, import, sell or transfer any of the Materials except in full compliance with United States and other applicable country Trade Restrictions, including but not limited to licensing, notification and reporting requirements. In particular, without limitation, under no circumstances shall You download, export, re-export or transfer any of the Materials or cause their download, export, re-export or transfer, directly or indirectly, (i) into a Restricted Country; (ii) to any Restricted Person; or (iii) to any proliferation-related (nuclear weapons, missile technology, or chemical/biological weapons) end-use. Visa assumes no

responsibility for Your failure to obtain necessary authorizations or to comply with required formalities under applicable Trade Restrictions.

15.3.3. You shall not do or omit to do anything that may cause Visa, in Visa's reasonable judgment, to be in breach of applicable Trade Restrictions.

15.4. Government Restricted Rights Legend. All Materials governed by this ToU are commercial in nature and developed solely at private expense. Software is delivered as Commercial Computer Software as defined in DFARS 252.227-7014 (June 1995) or as a commercial item as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Visa's standard end user license agreement for such software. Documentation is provided with limited rights only as provided in DFARS 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable. You will: (a) identify and license the Application You develop hereunder in all proposals and agreements with the United States Government or any contractor therefor; and (b) legend or mark the Application provided pursuant to any agreement with the United States Government or any contractor therefor in a form sufficient to obtain for Visa and its suppliers the protection intended by this section. You agree not to remove or deface any portion of any legend on any Materials provided to You under this ToU. Unless otherwise expressly agreed in writing, Visa specifically disclaims any compliance with any federal procurement regulations, including, without limitation, any FAR or DFARS provisions. In addition, You will comply with any additional instructions provided by Visa regarding the licensing of any Materials to the United States Government or any contractor therefor.

15.5. Non-exclusivity. Each party acknowledges and agrees that the rights granted to the other party in this ToU are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this ToU shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

15.6. Relationship of the Parties. The parties are independent contractors and nothing in this ToU shall make them joint ventures, partners, employees, agents or other representatives of the other party. Neither party shall make any representation that suggests otherwise.

15.7. Notices.

15.7.1. Notice to You. You agree that all notices to You may be given electronically, sent to the electronic mail address provided by or for You during the registration of Your Developer Account, posted within a Developer Program and/or to the electronic mail address or physical address indicated in the Visa API Agreement.

15.7.2. Notice to Visa. You agree that all notices to Visa shall be sent by certified or registered mail, return receipt requested, to the address set out in Schedule 1 that corresponds to the Territory in which You are located.

15.8. Amendment; Modifications. Visa reserves the right to modify the terms of this ToU and any Terms of Use at any time. You can always find the most recent version of this ToU and Terms of Use at [Sandbox account sign up | Visa Acceptance Developer Center](#) and [Sandbox account sign up | Visa Acceptance Developer Portal](#), as applicable. Visa may change this ToU by posting a new version at such URL, so please continue to review this ToU from time to time. The most recent modification date will be noted by the “Last Updated” date above. To the fullest extent permitted under applicable Law, Your continued use of a Developer Program after any such modification constitutes Your acceptance of the ToU as modified. If You do not agree to any modification of this ToU, You must immediately stop accessing and using Your Developer Account and any Materials and Products.

15.9. Severability; Headings. If any provision of this ToU is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this ToU.

15.10. Governing Law; Jurisdiction. This ToU and any non-contractual obligations arising out of or in connection with this ToU, are governed by and interpreted in accordance with the laws of the Governing Law set out in Schedule 1 excluding, if applicable, (i) that body of law known as conflicts of law or similar rules that would mandate or permit application of the substantive law of any other jurisdiction, and (ii) the United Nations Convention on Contracts for the International Sale of Goods.

15.11. Waiver. The failure of any party to insist on or enforce strict performance of any provision of this ToU or to exercise any right or remedy under this ToU or applicable Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing by an authorized representative of the waiving party, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

15.12. Assignment. You may not transfer or assign any of Your rights, novate any of your obligations or delegate the performance of any of Your obligations under this ToU without the prior written consent of Visa. Any purported transfer, assignment or novation in violation hereof shall be null and void. Visa may by notice in writing to You, transfer and/or assign any or all of its rights, or novate any of its obligations, under this ToU to an Affiliate of Visa. You shall be deemed to have agreed to such novation, transfer and/or assignment with effect from the date of such notice.

15.13. Force Majeure. Visa will not be liable to You for any losses arising out of the delay or interruption of Visa's performance of obligations under the ToU due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, pandemics, infiltration or disruption of the Developer Account or Products by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Products, or other catastrophes or any other occurrences which are beyond Visa's reasonable control ("**Force Majeure Event**"). Visa's inability to perform due to a Force Majeure Event shall not be deemed to be a default under this ToU and/or the Visa API Agreement; provided, however, that Visa shall make commercially reasonable efforts to continue to meet its obligations throughout the duration of the Force Majeure Event.

15.14. Entire Agreement. This ToU (including any additional Terms of Use for an applicable Developer Program), together with all of Visa's policies referenced herein and the Visa API ToU, sets forth the entire understanding and ToU of the parties, and supersedes any and all prior or

contemporaneous oral or written ToUs or understandings between the parties, as to the subject matter of this ToU.

15.15. Further Assurances. You shall bind (and hereby bind) each of Your Authorized Users and other Personnel to the provisions of this ToU and an applicable Visa API ToU for such Personnel's activities related to this ToU, the Developer Program, APIs or the Products, in each case to the same extent as You are bound. You will be responsible for the actions and inactions of Personnel who accesses the Developer Program, APIs, Materials or otherwise has access to Visa Confidential Information, as if such actions and inactions are by You. In the event of any assignment, exclusive license or other transfer of Intellectual Property Rights that are subject to any rights, licenses or covenants granted to Visa under this ToU, You hereby agree to make any such assignment, exclusive license or other transfer expressly subject to the rights, licenses and covenants set forth in this ToU and to require any transferee to do so in any subsequent assignment, exclusive license or other transfer of such Intellectual Property Rights.

15.15. Intentionally Omitted.

15.16. Not Professional Advice. Visa uses reasonable efforts to provide accurate data and/or reports to you through the Products. Such data and/or reports are intended only for informational purposes. Visa cannot guarantee that any such data and/or reports are correct, accurate or complete or that they will be current at all times. Data and/or reports are not intended to provide specific legal, marketing, business, accounting, financial or tax advice for you, and should not be relied upon in that regard. Visa assumes no liability or responsibility for any errors or omissions in the content, Materials or APIs of the Developer Program. You should independently verify the content of all such data and/or reports prior to making any decisions based on that content. You should not act or rely on such data and/or reports without seeking the advice of a professional.

15.17. Additional Definitions.

"Affiliates" means, for purposes of this ToU, means any entity that controls, is controlled by, or is under common control with a party to this ToU, including its parents and subsidiaries.

“API” means, for purposes of this ToU, the application interface that formats, encrypts, and decrypts messages transferred between Your systems and Visa's systems as specified in the applicable Documentation and which may be provided to You as part of a Developer Program as software in object code format or as sample code or code snippets, including the “APIs” as defined in an applicable Visa API ToU. You may only use APIs that are specifically exposed as part of the Developer Program for interfacing to the respective Products.

“Applicable Data Protection Laws” means any law or regulation pertaining to data protection, privacy, and/or the processing of personal information, to the extent applicable in respect of a party's obligations under this ToU and the Visa API ToU. For illustrative purposes only, Applicable Data Protection Laws include, without limitation, and to the extent applicable, the General Data Protection Regulation (Regulation (EU) 2016/679 (the “GDPR”), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. (“CCPA”), and any associated regulations or any other legislation or regulations that transpose or supersede the above.

“Application(s)” means software programs that You develop to interoperate with the respective Products using the APIs in accordance with the applicable Documentation for the Development Program.

“Authorized Users” means Your employees, agents and contractors who (i) have a demonstrable need to access and use Your Developer Account as permitted under this ToU, and (ii) have agreed in writing to be bound by and comply with Your obligations under this ToU. You shall be responsible for any use of Your Developer Account and any breach of this ToU by Your employees, agents and contractors in the same manner as if conducted by You.

“Card” means a product (whether physical, electronic, or otherwise) to the extent established and used to initiate or complete payment or other transactions.

“Cardholder” means an individual who is issued, and authorized by an Issuer to use, a Card.

“Cardholder Information” means: (a) any Visa branded account number; (b) any transaction information concerning a Visa branded account; or (c) any Visa or third-party information

related to (a) or (b) that may constitute non-public personal information under applicable Laws, including, but not limited to those related to data protection and privacy or from which an individual cardholder's identity or personal particulars are apparent or can be reasonably ascertained.

"Community" means the message board or other means provided in connection with a Developer Program to allow You to post messages, upload content and/or otherwise communicate with other developers.

"Confidential Information" means any non-public data or information, oral or written, that relates to Visa or its Affiliates, including, without limitation, Visa IP, the Materials, analysis and performance information relating to any Developer Program or Products, and other technical, business, product, marketing and financial information, pricing, plans, data, and the terms of this ToU.

"Control" means, with respect to any entity, the power to direct or cause the direction of the management and policies of such entity through direct or indirect ownership of more than fifty percent (50%) of the voting securities entitled to elect the board of such entity (or equivalent ownership interest), but only for so long as such control exists.

"Developer Account" or "Evaluation Account" means the account by which You and/or Authorized Users gain access to a Developer Program subject to the terms and conditions of this ToU.

"Developer Program" means a program offered by Visa or its Affiliates for developers to develop and test certain products or services for use with specified Products.

"Documentation" means collectively, the operational documents and instructions, technical integration requirements and documentation, user manuals, help files, support and technical documents, marketing materials and other documentation, including but not limited to implementation overviews, integration guidelines, and sandbox guidelines, in written or electronic form, and as modified by Visa or its Affiliates from time to time, and made available and licensed to Company, including but not limited to, by download on the support and developer pages of www.visaacceptance.com, and/or www.Visa Acceptance.com (as

applicable) are intended for use in connection the respective Developer Program or other Materials provided in connection with such Developer Program.

“Feedback” means any and all ideas, requests, feedback, software, technology, information, reports, data, suggestions and recommendations provided by or on behalf of Your or Your Affiliates to Visa or any Visa Affiliate, in writing, orally, by demonstration or otherwise, in each case concerning the Developer Program, Products, APIs or any other program, product, or service of Visa or Visa Affiliate, or any portion or component thereof.

“GLB Act” means Gramm Leach Bliley Act of 1999 (15 U.S.C. §6801, et seq.), as it may be amended from time to time.

“Intellectual Property Rights” or **“IPR”** means patents, copyrights, trade secrets, design rights, data rights, mask work rights, moral rights, Trademarks and any other intellectual property rights anywhere in the world, and registrations and applications for any of the foregoing.

“Laws” is defined in Section 4.1.

“Licensed Components” means any parts of any APIs, sample code, build files, scripts and code snippets in the SDK for the applicable Developer Program that are provided for incorporation into Applications to provide interoperability with the respective Products as expressly set forth in the applicable Documentation.

“Materials” means all documentation, materials, platforms, software, tools, and enabling hardware and software, including API(s), Documentation, Licensed Components, SDK(s), Test Data and Test Environment, all made available to You via a Developer Program.

“Modifications” means any modifications, changes, enhancements, adaptations, combinations, alterations, corrections, error-fixes, improvements, updates, derivative works or upgrades of or to the Developer Program, Products, APIs or any other program, product, or service of Visa or Visa Affiliate, or any portion or component thereof.

“Personal Information” means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

“Personnel” means a party’s employees, agents, consultants, contractors and subcontractors, together with the personnel of any of the foregoing.

“Privacy Notice” means Visa’s Global Privacy Notice at <https://usa.Visa.com/legal/privacy-policy.html>.

“Process,” “Processed,” or “Processing” means any operation or set of operations which is performed upon Personal Information , whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction.

“Restricted Country” means countries / territories with which dealings by Visa are restricted or prohibited under Trade Restrictions in force from time to time and which currently are: the Crimea, Donetsk People’s Republic (DNR) and Luhansk People’s Republic (LNR) regions of Ukraine, Cuba, Iran, North Korea and Syria.

“Restricted Person” means any person who is, or is owned or controlled by, or acting on behalf of any of the following: (a) a person identified on the US Department of the Treasury's Office of Foreign Assets Control's List of Specially Designated Nationals and Blocked Persons, the US Department of Commerce's Denied Parties List, Entity List or Unverified List in effect from time to time (all available at: <https://sanctionssearch.ofac.treas.gov/>); (b) the government of a Restricted Country; or (c) a person located in, organized under the laws of, or ordinarily resident in a Restricted Country.

“SDK” means a software development kit made available to You by or on behalf of Visa pursuant to this ToU for a particular Developer Program, including any upgrades, modified versions, updates, and/or additions thereto, if any, that may be provided or made available by

Visa to You under this ToU. The SDK specifies the APIs to be used for the respective Products and may include Documentation, sample code, code snippets, Test Data and tools to assist in implementing and testing interoperability with the respective Products.

“Products” means all products and services provided by or on behalf of Visa or its Affiliates, including the products and services as defined in an applicable Visa API ToU, as further described in the applicable Documentation.

“Terms of Use” means all applicable obligations, requirements, policies, guidelines, rules of conduct, terms and conditions of use (including those set forth in this ToU and an applicable Visa API ToU) for any Developer Program, which may be modified by Visa in its sole discretion from time to time.

“Territory” means any territory in which Visa provides access to the respective Developer Program to You, excluding: (i) any Restricted Country, and (ii) those explicitly set forth in specific Terms of Use for a particular Developer Program.

“Test Data” means any data made available by Visa or utilized by You for testing, simulating use of, or developing Applications under this ToU.

“Test Environment” means the testing environment made available by Visa for testing, simulating use of, or developing Applications in conjunction with a respective Developer Program under this ToU.

“Third Party” means an entity or person other than Visa, You, and Your or Visa’s Affiliates.

“Trade Restrictions” means export controls, trade and financial sanctions, anti-terrorism, non-proliferation, and similar restrictions in force from time to time pursuant to laws, rules and regulations of the United States and other applicable jurisdictions to which the parties are subject, including but not limited to the US Export Administration Regulations, 15 C.F.R. Parts 730 et seq. (**“EAR”**) administered by the US Department of Commerce, Bureau of Industry and Security (**“BIS”**) and the regulations administered by the US Department of the Treasury, Office

of Foreign Assets Control (“**OFAC**”) and any applicable jurisdictions to which the parties are subject.

“**Trademark(s)**” means all trademarks, service marks, logos, trade dress, trade names, and service names, all registrations and applications for any of the foregoing, all goodwill associated with any of the foregoing, and all similar or related rights anywhere in the world.

“**Visa API Agreement**” means a separate agreement that You and Visa enter into governing the use of the APIs in production, into which the terms of this ToU are incorporated into and made part of and the terms of which supersede the terms of this ToU in case of conflict.

“**Visa Brand Assets**” is defined in Section 9.2 and includes the “Visa Brand Assets” as defined in an applicable Visa API ToU.

“**Visa Contracting Entity**” means the Visa or Visa Acceptance legal entity set forth in Schedule 1 that corresponds to the APIs You use or access.

“**Visa Trademarks**” means all Trademarks owned or licensed to Visa or its Affiliates, and any other Trademarks confusingly similar thereto or likely to cause confusion therewith.

Developer Center Terms of Use

Schedule 1

The table below sets forth the applicable Visa Contracting Entity that has entered into this ToU with You based on the Territory in which you are located and may be updated from time to time. Any such updates to this Schedule 1 shall automatically be incorporated. For the avoidance of doubt, this ToU shall constitute a contract only between You and Your Visa Contracting Entity (which is based on the Territory in which you are located in), and not any

other Visa entity. Accordingly, you agree and acknowledge that no Visa entity other than Your Visa Contracting Entity shall have any obligation whatsoever to you under this ToU, and you undertake and warrant not to make any claims against any Visa entity other than Your Visa Contracting Entity. Notwithstanding the foregoing, You acknowledge that any Affiliate of Your Visa Contracting Entity may exercise the rights and benefits of this ToU against You.

The table below also sets out the Visa Notice Address, Governing Law and Dispute Resolution method. You agree to Your Visa Contracting Entity, Visa Notice Address, Governing Law and Dispute Resolution method, that corresponds to the Territory in which You are located to the table below.

ACCEPTANCE SOLUTIONS PRODUCTS

YOUR TERRITORY	VISA CONTRACTING ENTITY	VISA NOTICE ADDRESS	GOVERNING LAW	DISPUTE RESOLUTION
Asia Pacific (APAC) (excluding India)	Visa Worldwide Pte. Limited	71 Robinson Road, #08-01, Singapore, 068895, Singapore	Singapore	Any dispute under this ToU shall be solely and finally settled by confidential arbitration. The location of the arbitration shall be in Singapore. The arbitration shall be conducted in English by a panel of three (3) neutral arbitrators, with each party selecting one (1) arbitrator and the two (2) appointed arbitrators then jointly selecting the third. Any exchange of information by the parties shall be limited to that which a party intends to use as evidence. Except as may be required by law or this Agreement, the panel is

				not empowered to award punitive or exemplary damages, pre-award interest or consequential damages, including lost profits. The arbitrators' costs shall be borne by the parties equally, and each party shall bear its own arbitration costs. A reasoned award issued in writing by the panel shall be final and binding upon the parties. If not fully satisfied within thirty (30) days, such award may be enforced in any court of competent jurisdiction. Nothing in this ToU limits the right of a party to obtain provisional remedies from a court of competent jurisdiction.
India	Contact Account Executive			
Brasil	Visa Do Brasil Empreendimentos Ltda.	Contact Account Executive	Sfão Paulo, Brasil	In Brazil, the forum is "court with competent jurisdiction in Sao Paulo, Brazil." The arbitration conducted in Portuguese.
Canada	Visa Canada Corporation	77 King Street West, Suite 4400 Toronto, ON M5K 1J5 Canada Attention: Legal Department	Province of Ontario, Canada	This ToU will be governed by (and construed in accordance with) the substantive laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of law principles. All disputes under this ToU shall be submitted to binding

				<p>arbitration before a single arbitrator mutually agreeable to both parties. In the event that the parties cannot mutually agree on a sole arbitrator who is available, then each party shall appoint an individual arbitrator and such two arbitrators shall appoint a third arbitrator. All arbitration proceedings and hearings shall be conducted in Toronto, Ontario in the English language in accordance with the Arbitration Act 1991, SA 1991 c.17. Unless the arbitrator rules otherwise, the parties participating in the arbitration shall jointly and equally pay the expenses of the arbitrator and administrative costs assessed as well as their own expenses incurred during the dispute resolution process. The Parties shall maintain the arbitration proceeding, its contents, and the award as Confidential Information. To the extent reasonably necessary to prepare for or conduct the arbitration proceeding, each party may use Confidential Information, subject to obtaining reasonable confidentiality protections in such instances.</p>
--	--	--	--	---

				Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. Nothing in this ToU limits the right of a party to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction.
Central and Eastern Europe, Middle East, and Africa (CEMEA)	Visa International Service Association, a Delaware corporation	PO Box 8999, San Francisco, CA 94128-8999 Or 900 Metro Center Boulevard, Foster City, CA 94404 Attention: General Counsel	State of New York, United States of America	Any Dispute that remains unresolved following the negotiations undertaken pursuant to this section shall be solely and finally settled by confidential arbitration in accordance with this ToU and, where not inconsistent with this ToU, with the Fast Track Arbitration Rules of Procedure (or similar rules then in effect) of the Institute for Conflict Prevention & Resolution (CPR), which rules are hereby incorporated by reference. The location of the arbitration shall be in New York, NY, USA. The arbitration shall be conducted in English by a panel of three (3) neutral arbitrators, with each Party selecting one (1) arbitrator and the two (2) appointed arbitrators then jointly selecting the third. The parties agree that discovery or exchange of

				<p>non-privileged information shall be limited to those documents a Party intends to use in evidence at the hearing and other reasonable discovery as directed by the panel. Except as may be required by law or expressly permitted in this ToU, the panel is not empowered to award punitive or exemplary damages, pre-award interest or any incidental, indirect or consequential damages, including lost profits or harm suffered by third parties. All costs and expenses of the arbitrators shall be borne by the Parties equally, and each Party shall bear its own arbitration costs, including its attorneys' fees and travel expenses. A reasoned award shall be issued in writing by the panel and shall be final and binding upon the parties. If not fully satisfied within thirty (30) days, such award may be enforced in any court of competent jurisdiction and each Party hereby consents to the jurisdiction of such court solely for the purposes of complying with this section and the award granted in accordance with it. Nothing in this ToU limits the right of a Party to obtain</p>
--	--	--	--	---

				provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. Neither Party has the right to arbitrate on a class or representative basis any dispute, controversy, or claim arising out of or relating to this ToU, or the interpretation, enforceability, or validity of this ToU, including, without limitation, this section.
Europe	Visa Europe Limited, a company incorporated in England and Wales (registered number 05139966)	1 Sheldon Square, London W2 6TT	England and Wales	<p>This ToU and any non-contractual obligations arising out of it will be governed by and construed in accordance with the laws of England and Wales.</p> <p>Save for injunctive relief which may be made in any jurisdiction, each of the parties submits to the exclusive jurisdiction of the courts of England and Wales.</p>
Latin America and the Caribbean (LAC)	Visa International Service Association, a Delaware corporation	PO Box 8999, San Francisco, CA 94128-8999 Or	State of New York, United States of America	Any Dispute that remains unresolved following the negotiations undertaken pursuant to this section shall be solely and finally settled by confidential arbitration in

		<p>900 Metro Center Boulevard, Foster City, CA 94404</p> <p>Attention: General Counsel</p>		<p>accordance with this ToU and, where not inconsistent with this ToU, with the Fast Track Arbitration Rules of Procedure (or similar rules then in effect) of the Institute for Conflict Prevention & Resolution (CPR), which rules are hereby incorporated by</p>
U.S.A	<p>Visa U.S.A. Inc., a Delaware corporation</p>	<p>PO Box 8999, San Francisco, CA 94128- 8999</p> <p>Or</p> <p>900 Metro Center Boulevard, Foster City, CA 94404</p> <p>Attention: General Counsel</p>	<p>State of New York, United States of America</p>	<p>reference. The location of the arbitration shall be in New York, NY, USA. The arbitration shall be conducted in English by a panel of three (3) neutral arbitrators, with each Party selecting one (1) arbitrator and the two (2) appointed arbitrators then jointly selecting the third. The parties agree that discovery or exchange of non-privileged information shall be limited to those documents a Party intends to use in evidence at the hearing and other reasonable discovery as directed by the panel. Except as may be required by law or expressly permitted in this ToU, the panel is not empowered to award punitive or exemplary damages, pre-award interest or any incidental, indirect or consequential damages, including lost profits or harm suffered by third parties. All costs and expenses of the</p>

				<p>arbitrators shall be borne by the Parties equally, and each Party shall bear its own arbitration costs, including its attorneys' fees and travel expenses. A reasoned award shall be issued in writing by the panel and shall be final and binding upon the parties. If not fully satisfied within thirty (30) days, such award may be enforced in any court of competent jurisdiction and each Party hereby consents to the jurisdiction of such court solely for the purposes of complying with this section and the award granted in accordance with it. Nothing in this ToU limits the right of a Party to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. Neither Party has the right to arbitrate on a class or representative basis any dispute, controversy, or claim arising out of or relating to this ToU, or the interpretation, enforceability, or validity of this ToU, including, without limitation, this section.</p>
--	--	--	--	--

Visa Acceptance PRODUCTS				
YOUR TERRITORY	VISA CONTRACTING ENTITY	VISA NOTICE ADDRESS	GOVERNING LAW	DISPUTE RESOLUTION
Australia	Visa Acceptance Payment Solutions Pty. Ltd. an Australian proprietary company	Level 39, Tower 2, International Towers, 200 Barangaroo Avenue, Sydney NSW 2000 Australia	State of New South Wales, Australia	This ToU shall be governed by the laws of State of New South Wales, Australia and shall be subject to the exclusive jurisdiction of the Australian Courts, to which both parties hereby submit.
Brazil	Visa Acceptance SERVIÇOS DE PAGAMENTO LTD	Avenida Presidente Juscelino Kubitschek, 1909, 3º andar, Parte, Torre Norte, na Cidade de São Paulo, Estado de São Paulo	Brazil	Arbitration in Sao Paulo under the Rules of the International Chamber of Commerce
Europe	Visa Acceptance Limited, a private company incorporated in England and Wales (registered number 3425262)	Kennet Wharf, 41-45 Queens Road, Reading, Berkshire, RG1 4BQ, United Kingdom	England and Wales	This ToU and any non-contractual obligations arising out of it will be governed by and construed in accordance with the laws of England and Wales. Save for injunctive relief which may be made in any jurisdiction, each of the parties submits to the exclusive jurisdiction of the courts of England and Wales.

Latin America and Caribbean, except for Brazil	Visa Acceptance International, Inc.	Post Office Box 8999, San Francisco, CA 94128-8999, United States of America LegalNotice@visa.com	California	International Institute for Conflict Prevention and Resolution (“CPR”) Rules for Administered Arbitration of International Disputes by three arbitrators, of whom each Party shall designate one, with the third arbitrator to be appointed by CPR
U.S.A.	Visa Acceptance Corporation, a Delaware corporation	Post Office Box 8999, San Francisco, CA 94128-8999 USA 900 Metro Center Blvd., Foster City, CA, 94404	State of California, United States of America	Any Dispute that remains unresolved following the negotiations undertaken pursuant to this section shall be solely and finally settled by confidential arbitration in accordance with this ToU and, where not inconsistent with this ToU, with the Fast Track Arbitration Rules of Procedure (or similar rules then in effect) of the Institute for Conflict Prevention & Resolution (CPR), which rules are hereby incorporated by reference. The location of the arbitration shall be in San Francisco, CA, USA. The arbitration shall be conducted in English by a panel of three (3) neutral arbitrators, with each Party selecting one (1) arbitrator and the two (2) appointed arbitrators then jointly selecting the third. The parties agree that discovery or exchange of non-
[remainder of globe]	Visa Acceptance International, Inc., a Delaware corporation	Post Office Box 8999, San Francisco, CA 94128-8999 USA 900 Metro Center Blvd., Foster City, CA, 94404	State of California, United States of America	

				<p>privileged information shall be limited to those documents a Party intends to use in evidence at the hearing and other reasonable discovery as directed by the panel. Except as may be required by law or expressly permitted in this ToU, the panel is not empowered to award punitive or exemplary damages, pre-award interest or any incidental, indirect or consequential damages, including lost profits or harm suffered by third parties. All costs and expenses of the arbitrators shall be borne by the Parties equally, and each Party shall bear its own arbitration costs, including its attorneys' fees and travel expenses. A reasoned award shall be issued in writing by the panel and shall be final and binding upon the parties. If not fully satisfied within thirty (30) days, such award may be enforced in any court of competent jurisdiction and each Party hereby consents to the jurisdiction of such court solely for the purposes of complying with this section and the award granted in accordance with it. Nothing in this ToU limits the right of a Party to obtain</p>
--	--	--	--	---

				provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. Neither Party has the right to arbitrate on a class or representative basis any dispute, controversy, or claim arising out of or relating to this ToU, or the interpretation, enforceability, or validity of this ToU, including, without limitation, this section.
--	--	--	--	---

* * * *

End of the Terms of Use.