

Terms of Use

MASTERCARD AMAZON DATA EXCHANGE TERMS AND CONDITIONS

MASTERCARD AMAZON DATA EXCHANGE TERMS AND CONDITIONS (the “Terms and Conditions”) govern the use by you and your company, on behalf of which you have the authority to enter into these Terms and Conditions, (“Client”) of the Deliverables and Services provided by Mastercard International Incorporated (“Mastercard”) through a web-based platform accessible via [<https://aws.amazon.com/data-exchange/>] (“Website”). These Terms and Conditions shall govern Client’s access to and use of Deliverables solely for the internal business purposes of the Client’s business location(s) in the United States.

By purchasing and/or using the Deliverables and Services, Client signifies its acceptance of these Terms and Conditions.

Mastercard has the right to revise these Terms and Conditions, at any time by posting the revised Terms and Conditions on the Website and providing Client with notice of such revised Terms and Conditions. All changes are effective immediately when Mastercard posts them to the Website. Client’s continued use of the Deliverables and Services after any changes to these Terms and Conditions have been posted, shall be deemed Client’s acceptance of those revisions. These Terms and Conditions will apply to Client’s use of the Reports at all times.

1. Products/Services

- 1.1. Mastercard International Incorporated (“Mastercard”) will provide to Client the data (“Deliverable”) or services in connection with the Deliverable described on the AWS Marketplace (“Services”), pursuant to these Terms and Conditions. “Affiliate” means, with respect to a Party, a legal entity with regard to which such Party controls, directly or indirectly, the management and policies or the appointment of the majority of the directors of such legal entity, or that such Party is under such control by, or that is under such common control with such Party.
- 1.2. Mastercard is responsible for obtaining all applicable consents, information and materials, needed for Mastercard to provide the Services. Mastercard represents and warrants that its provision of the Services is permitted under (i) all applicable laws and regulations, and privacy policies or other statement or disclosure, and (ii) the terms of Mastercard’s contracts with its customers, contractors, suppliers or other third parties. Mastercard will ensure that all Services be performed by qualified individuals in a professional and workmanlike manner.
- 1.3. Mastercard will generate and deliver the dataset files containing the Deliverables, which will be transferred via a mutually agreed upon secure file transmission mechanism. Various assumptions and estimates may have been made in connection with the Deliverables, which may or may not be realized. All Deliverables and Services provided by Mastercard may be developed using data, databases, systems, tools and other information provided by third parties and may contain certain errors, omissions or inaccuracies. Mastercard shall have no responsibility for any errors, omissions or inaccuracies in the underlying data.
- 1.4. Mastercard is not providing the Deliverable as investment advice. Mastercard is not, and Client agrees that Mastercard is not, providing legal or financial advice in connection with any Services. Client acknowledges and agrees that Mastercard is not providing any legal advice in connection with any Service and is making no representation or warranty about Mastercard’s business operations.
- 1.5. Client is responsible for Client’s use of the Deliverables and/or operation of all Services.
- 1.6. Client represents it shall not combine the Deliverable with any content (i) in any manner that states or suggests that Mastercard or the Deliverable is endorsing, sponsoring or affiliated with such content or related products or services, (ii) making any recommendations or providing advice as to any securities or securities markets, or (iii) to create a commercially available product, index or similar item, if Mastercard is mentioned publicly as a source for any data included therein. Subject to Section 5.1, Client shall at all times list Mastercard as the source of the Deliverables.

2. License and Use of Deliverables

- 2.1. Mastercard hereby grants to Client a perpetual, fully paid-up, nontransferable, non-exclusive license to use the applicable Services, in each case, (1) without the right to resell, assign, transfer or sublicense such Deliverables in any way, and (ii) solely for Client’s internal business purposes, relinquishing Mastercard of any liability for Client’s use of such Deliverables. Except as otherwise set forth herein, Mastercard provides the Deliverable “AS IS” and “AS AVAILABLE”. This disclaimer constitutes an essential part of these Terms and Conditions.
- 2.2. For merchant related data, Client may use the Deliverable, solely for (i) Client’s internal business analysis; (ii) to provide information about the merchant name, address information, phone number and merchant category in response to Client’s customers’ inquiries (to be displayed on an individual merchant basis), and (iii) to display an individual merchant point on a map in response to a query from Client’s customers. The Deliverable may not be disclosed to any third parties except on an individual merchant basis in response to their inquiries within the scope of the prior sentence.
- 2.3. Where the Deliverable relates to Audience, Client may use the Audience Deliverable solely to: (i) Identify customer segments with a high statistical probability of making a purchase within their industries; (ii) customize creative messaging based on an understanding customer

segment spend across categories and channels; (iii) build look-alike models to extend campaign reach; (iv) enhance their existing models by applying cross-category spend behavior; and (v) personalize using geographic-based spend insights. Audience means a list of geographies (e.g., DMA, ZIP, Zip+4) with appended scores or flags based on aggregated spending insights using anonymized transaction data.

- 2.4. Client shall not use the data analytics or insights in the Deliverables in a manner so as to reverse engineer or aid any other party to reverse engineer the data contained in the Deliverables, and shall not remove any identification, copyright or proprietary or other notices from the Deliverables, or any copies thereof. Client shall not use any Deliverable in a manner that would violate any applicable law, regulation, or third-party rights.
- 2.5. Mastercard shall be free to use for any purpose any ideas, concepts, general skills, know-how or techniques resulting from or acquired or used in the course of or arising out of the performance of the Services. All Deliverables provided by Mastercard to Client pursuant to the Services, as well as all materials, concepts, processes and methodologies employed by Mastercard or a Mastercard Supplier in connection with the Services, are and will remain the sole and exclusive property of Mastercard.
- 2.6. All Mastercard data and analyses included in the Deliverables shall be subject to all relevant laws and regulations for each applicable country, as well as Mastercard's contractual obligations and internal confidentiality, privacy, and data analytics guidelines and policies ("Applicable Standards"). In no event will Mastercard be obligated to supply or share any information or data which Mastercard determines, in its sole discretion, would cause Mastercard to be in violation of any such Applicable Standards. Mastercard reserves the right, in its sole discretion, to apply adjustments in order to achieve conformance with such Applicable Standards. Client agrees that it will not take any adverse decision against any individual based on the data and analyses which Mastercard provides to the Client. Client agrees not to disassemble, decompile, modify or enhance, or in any way reverse engineer any of the Mastercard data, methodologies, models, algorithms or other proprietary information provided to Client in any manner whatsoever, including but not limited to, attempting to identify any individual cardholder. Client may not combine Mastercard data with any other data sets if it enables reidentification of individual transactions or cardholders.
- 2.7. Client acknowledges that the Deliverables (i) contain information and data available as of the date such information and data is made available to Mastercard, and Mastercard has no obligation to update the Deliverables or to advise Client of any change in the information or data contained therein, even if Mastercard voluntarily updates or causes such information or data to be updated from time to time and (ii) are provided hereunder by Mastercard and no third party (including, without limitation, any Mastercard affiliate or member) shall have any responsibility for the presentation or delivery thereof.
- 2.8. Client shall limit its authorized users only to employees in the United States who are bound in writing to maintain the confidentiality of the Deliverables. Client will appoint one or more administrative users to manage Client's user accounts.
- 2.9. This license to the Services is for use solely within the United States.

3. Compliance with Laws

- 3.1. The Parties shall ensure that their respective obligations under these Terms and Conditions and business activities related thereto are performed in accordance with all applicable laws and regulations, including, but not limited to, all applicable anti-bribery and corruption laws including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable laws. Client shall not export, directly or indirectly, any Deliverables acquired from Mastercard under these Terms and Conditions to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.
- 3.2. The Parties will comply with all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Data,

4. Indemnification; Limitation of Liability

- 4.1. Each party shall defend, indemnify and hold harmless the other party, and its employees, officers, agents, Affiliates, representatives, and contractors from and against any claims, demands, loss, damage or expense (including reasonable attorneys' fees) relating to or arising solely out of third party claims: (i) relating to such indemnifying party's acts of gross negligence or willful misconduct in connection with its performance under these Terms and Conditions and/or the Service, or (ii) in the case of Client, third party claims relating to the use of Deliverables or combination, modification or use of the Deliverables with materials not provided by Mastercard or materials required by Client to be included in the Deliverables. Nothing in these Terms and Conditions shall limit or exclude either party's liability: (a) to the extent it is caused by fraud, dishonesty or deceit; (b) for death or personal injury caused by its (or its agents') negligence; or (c) which may not otherwise be limited or excluded under applicable law.
- 4.2. Except as set out in Section 4.1 and to the extent permitted by applicable law, the maximum aggregate liability of Mastercard arising under these Terms and Conditions is limited to the amount Client is required to pay for the Subscription giving rise to that liability during the prior 12 months. In the case of trial Subscriptions provided free of charge, Mastercard's liability to Client arising under these Terms and Conditions is limited to Five Hundred US Dollars (USD500.00). These limitations apply regardless of whether the liability is based on breach of contract, tort (including without limit negligence), strict liability, breach of warranties, failure of essential purpose, or any other legal theory.
- 4.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN (EXCEPT AS SET OUT IN SECTION 4.1), TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MASTERCARD BE LIABLE TO CLIENT UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT (INCLUDING WITHOUT LIMIT NEGLIGENCE), CONTRACT, OR STRICT LIABILITY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, FOR LOSS OF PROFITS, GOODWILL, OR ECONOMIC LOSS, REGARDLESS OF WHETHER MASTERCARD KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4.4. THE DELIVERABLES AND SERVICES ARE INTENDED SOLELY AS A RESEARCH TOOL FOR INFORMATIONAL PURPOSES AND NOT AS INVESTMENT ADVICE OR RECOMMENDATIONS FOR ANY PARTICULAR ACTION OR INVESTMENT AND SHOULD NOT BE RELIED UPON, IN WHOLE OR IN PART, AS THE BASIS FOR DECISION-MAKING OR INVESTMENT PURPOSES. THE DELIVERABLES AND SERVICES ARE PROVIDED “AS-IS,” AND MASTERCARD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE DELIVERABLES AND SERVICES. WITHOUT LIMITATION, MASTERCARD HEREBY EXCLUDES AND DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY, CONDITION OR TERM OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, COURSE OF DEALING, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT THE DATA WILL BE ERROR-FREE.

5. Other Terms

- 5.1. Client will obtain the written consent of Mastercard prior to issuing any public news release, announcement, advertisement, or any other form of publicity, related to the Deliverable.
- 5.2. Client agrees and acknowledges that Mastercard will not provide any legal, regulatory or compliance advice in the course of provision of Services, which shall be the sole responsibility of the Client.
- 5.3. Client is responsible for any taxes levied on the provision of Services, except taxes levied on Mastercard’s income.

6. Confidentiality

- 6.1. Confidential Information” means any information, the Deliverable, data, plans, materials, processes, methodologies and concepts, in whatever form embodied (e.g., oral, written, electronic) owned by Mastercard, no matter how or by what party such information, materials, or concepts were transmitted, where such information is transmitted or collected in the course of the performance of these Terms and Conditions. Confidential Information shall not include any information which: (i) is already in the public domain at the time of disclosure (through a source other than Client); (ii) enters the public domain after disclosure through no fault of Client; (iii) is already known to Client at the time of disclosure (as evidenced by written records); (iv) was independently developed by Client without use of or reference to any Confidential Information (as evidenced by written records); or (v) is subsequently disclosed to Client by third parties having no obligation of confidentiality to Mastercard.
- 6.2. During the term of a Subscription and for seven (7) years thereafter, Client shall: (i) use Confidential Information only in connection with these Terms and Conditions; (ii) not copy any Confidential Information; (iii) not disclose Confidential Information to any third party; and (iv) limit dissemination of Confidential Information to employees with a “need to know”.

7. General Terms

- 7.1. Force Majeure. Neither Party shall be liable for loss or damage or be deemed to be in default under these Terms and Conditions if its failure to perform its obligations results from or is attributable to any act of God, natural disaster, fire, strike, embargo, war, threat of terrorism, insurrection, strike, riot or other cause or circumstance beyond the reasonable control of the Party; provided however that the foregoing shall not excuse any failure to exercise diligence by a Party to minimize the scope, extent, duration and adverse effect of any such delay in performance, on the other Party.
- 7.2. Waiver. A failure or delay of either Party to enforce any provision of or exercise any right under these Terms and Conditions shall not be construed to be a waiver.
- 7.3. Severability. If any provision of under these Terms and Conditions are held by a court of competent jurisdiction to be unenforceable or invalid in any respect, such unenforceability or invalidity shall not affect any other provision, and these Terms and Conditions shall then be construed as if such unenforceable or invalid provisions had never been part thereof.
- 7.4. Survival. All representations and warranties, and all commitments: (i) to indemnify, defend, hold harmless, or (ii) relating to confidentiality, limitations on liability, rights and obligations upon termination, and jurisdiction, and any other provision by its nature that is meant to survive shall survive any termination of these Terms and Conditions.
- 7.5. Assignment. These Terms and Conditions cannot be assigned by the Client.
- 7.6. Entire Agreement. These Terms and Conditions, the email and the enrollment page and any agreement or terms referenced therein constitute the entire agreement and understanding between Mastercard and Client with respect to the transactions contemplated and supersedes all prior agreements, representations, statements, negotiations and undertakings between the Parties, whether oral or written, concerning such transactions, except in respect of any fraudulent misrepresentations made by either Party.
- 7.7. Governing Law; Venue. These Terms and Conditions and the respective rights and obligations of the Parties shall be governed by the laws of the State of New York without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. The federal and state courts located in the State of New York shall have the exclusive jurisdiction over any actions or disputes related to these Terms and Conditions.
- 7.8. Remedies. Unless otherwise expressly provided herein, any remedies stated herein are non-exclusive. In addition to these remedies, the Parties shall be entitled to pursue any other remedies that they may have at law or in equity.