

Visa Consent Management Specification Agreement
Version September 12, 2022

This agreement (this "Agreement") is between the relevant Visa Contracting Entity (as defined below) (such Visa Contracting Entity, "Visa") and the entity that employs you or that you represent, and on whose behalf you accept the terms and conditions of this Agreement, or, if there is no such entity, you individually ("You" or "Your"). By clicking "I Accept" or a similar affirmation as it appears, or by indicating You accept these terms of use on the page at <https://globalclient.visa.com/ConsentManagement>, You acknowledge and agree that Your access and use of the Visa Consent Management Specification as may be modified by Visa and/or its Affiliates from time to time and including any Updates (as defined below) (the "Specification") will be governed by the Agreement without limitation or qualification. Other than as expressly stated herein, there are no third-party beneficiaries of this Agreement.

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 acceptance, delivery or performance of this Agreement, (iv) You have the legal right, power and authority to accept the terms and conditions of this Agreement on Your own behalf and on behalf of any entity that employs you or that you represent; (v) this Agreement constitutes a legal, valid and binding obligation, enforceable against You (including any entity that employs you or that you represent) in accordance with its terms; (vi) Your obligations under this Agreement do not violate any Law or any Visa Rules 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 Agreement, the Specification, or the use thereof, do not and will not infringe any Intellectual Property Rights of Visa, its Affiliates, or any third party; (viii) any materials You provide, create or develop that are in any way related to this Agreement, the Specification, or the use thereof, do not and will not violate the privacy rights of any third party; and (ix) You are not a Restricted Person.

2. Engagement with Visa

2.1. Follow-up by Visa

You agree that, if You download the Specification, Visa or its Affiliates may contact You to solicit Feedback (as defined below).

2.2 You are solely responsible for all costs and expenses related to Your use of the Specification, including the development of any implementations, as applicable. In any event, Visa will not reimburse You for any costs or expenses.

2.3 You shall cause Your employees and contractors to whom You give access to the Specification to comply with the obligations of this Agreement, and You shall be responsible for their actions and inactions as if such actions and inactions are by You.

3. Licenses.

3.1. Specification

3.1.1. Subject to Your compliance with the terms and conditions of this Agreement, and for the Term of this Agreement, Visa hereby grants You the right to:

- (a) Access and download the Specification for Your internal, non-commercial use only, subject to the terms of 3.1.1(b); and
- (b) A limited, royalty-free, non-exclusive, worldwide, non-transferable, non-sublicenseable, revocable license to: (i) use the Specification solely for purposes of (A) review and (B) to build an internal, non-commercial implementation of the Specification, provided that both (A) and (B) are solely for purposes of internal evaluation of the Specification and to provide Feedback (as defined below) on the Specification to Visa; and (ii) create and internally distribute a reasonable number of copies of the Specification to Your employees or contractors who are bound to terms with You that are at least as protective of Visa's rights as this Agreement and whose exercise of any license rights in this Section 3 are solely on Your behalf. If You have a separate written agreement in place with Visa or its Affiliates concerning a commercial implementation of the Specification, the terms of that agreement shall govern with regard to the commercial implementation of the Specification.

3.1.2 For the avoidance of doubt, except for the limited purpose in Section 3.1.1(b)(i)(B), You may not modify the Specification without additional, prior express written permission from Visa. In the event You create any modifications (including, without limitation, changes or enhancements) to the Specification, You hereby grant to Visa and its Affiliates a royalty-free, fully paid, transferable, sublicenseable, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to disclose, use, make, have made, sell, offer to sell, import, copy, distribute, publicly perform, publicly display, modify, create derivative works from and otherwise fully exploit such modifications and any associated Intellectual Property Rights .

VISA RETAINS THE RIGHT TO SUSPEND AND/OR DENY ACCESS TO THE SPECIFICATION TO ANYONE WITHOUT NOTICE AT ITS COMPLETE DISCRETION FOR ANY REASON, INCLUDING FOR VIOLATION OF ANY OF THESE TERMS.

3.1.3. Notwithstanding anything to the contrary, You shall not (and shall have no right to): (i) alter or remove any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in the Specification or any reproduction thereof; (ii) sublicense (or purport to sublicense), or distribute the Specification, in whole or in part, to any third party or use the Specification on a service bureau basis or otherwise on behalf of any third party; (iii) distribute or otherwise provide all or any portion of the Specification or otherwise use

or export the Specification in violation of any Law; (iv) 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; (v) unless expressly provided in this Agreement, distribute create derivative works from the Specification or any portion thereof; (vi) use the Specification 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; (vii) otherwise use or exploit the Specification for any purpose other than as expressly permitted by this Agreement; and (viii) permit or enable others to do any of the foregoing in this Section 3.1.3.

3.1.4. No Support.

Visa has no obligation to provide support, maintenance, updates, upgrades, modifications or new releases of Specification (“Updates”). If Visa does elect, in its sole discretion, to provide any Updates, the terms of this Agreement will govern such Updates, unless accompanied by a separate license, in which case the terms of that license will govern.

3.2. 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, licensees, or licensors associated with the Specification, any patent infringement claim regarding the Specification or any portion, functionality or other characteristics thereof.

4. Compliance with Law.

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, or the Specification, including, without limitation, the Visa Rules (including all applicable privacy requirements and all applicable Trade Restrictions (each of the foregoing in this Section 4.1, a “Law” and, collectively, “Laws”).

5. Feedback.

If you provide to Visa or any of its Affiliates any feedback, input, suggestions, reports, data or recommendations, in writing, orally, by demonstration or otherwise, concerning Specification (collectively, “Feedback”), You hereby grant to Visa and its Affiliates a royalty-free, fully paid, transferable, sublicensable, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to use, disclose, distribute, make, reproduce, or commercialize generally for itself and others, and otherwise exploit any feedback to use, and otherwise fully exploit such Feedback and any associated Intellectual Property Rights. Furthermore, any Feedback You transmit to Visa or any of its Affiliates, even if marked as confidential, shall not create any confidentiality obligations on the part of Visa unless otherwise agreed in a separate, signed agreement. You may submit Feedback directly to Visa or any of its Affiliates at consentmanagement@visa.com.

6. Term.

This Agreement shall commence on the date You accept the terms and conditions of this Agreement 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 (“Term”).

7. Termination.

7.1. Termination for Material Breach. Visa may terminate this Agreement immediately without notice in the event of Your material breach of any provision of this Agreement. For the avoidance of doubt, “material breach” includes without limitation any breach by You of Sections 1, 3, 4, 5, 8, 9, 12, 14.3, and 14.12.

7.2 Termination for Convenience.

Visa may terminate all or part of this Agreement upon thirty (30) days prior written notice to You.

7.3. Effect of Termination.

Upon termination of the Agreement for any reason, all rights and licenses granted to You under this Agreement shall be extinguished, and You shall immediately cease using the Specification. Sections 1, 2.2, 2.3, 3.1.2, 3.1.3, 3.1.4, 3.2, 4-5,7.3, and 8-14 shall survive any termination of this Agreement.

8. Intellectual Property.

8.1. Visa, its Affiliates, and its licensors own and shall retain, all right, title and interest in the Specification 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 Agreement.

8.2. Use of Trademarks.

Nothing in this Agreement grants You any rights to use any Visa Trademarks. 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 contained herein or which may be furnished or made available to You from time to time. All uses of any Visa Trademarks shall inure to the benefit of Visa.

8.3. Trademark Restrictions.

You shall not: (a) use Visa Trademarks except as expressly authorized in this Agreement; (b) take any actions inconsistent with Visa's ownership of Visa Trademarks and any associated registrations (including by using, registering or attempting to register any Visa Trademarks or trademarks or domain names that are confusingly similar to any of the Visa Trademarks), or attack the validity of Visa Trademarks or its ownership thereof, or any of the terms of this Agreement; (c) use or create a combination mark consisting of one or more of Visa Trademarks; (d) use Visa Trademarks in any manner that would indicate You are using such Trademarks other than as a licensee of Visa; or (e) assist any third party do any of the same.

9. Patents

9.1. Patents. For avoidance of doubt, You may not use Specification 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 the Specification for any patents or patent applications or file or prosecute any patents or patent applications for inventions based on the Specification, 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. Disclaimers.

THE SPECIFICATION IS PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS WITHOUT WARRANTY OF ANY KIND. YOUR USE OF THE SPECIFICATION IS AT YOUR OWN RISK. NEITHER VISA NOR ANY OF ITS CURRENT AND FORMER AFFILIATES, EMPLOYEES, SUCCESSORS OR ASSIGNS REPRESENT OR WARRANT THAT SPECIFICATION WILL BE AVAILABLE, ACCESSIBLE, ACCURATE, COMPLETE, OR ERROR-FREE. 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.

The Specification should not be construed as legal advice, guidance or counsel provided by Visa. You should obtain Your own independent legal advice with respect to any concepts discussed in the Specification.

Some jurisdictions 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.

11. LIMITATIONS OF LIABILITY

11.1. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL VISA OR ANY OF ITS AFFILIATES (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF VISA, OR ITS AFFILIATES) (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.

11.2. 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 AGREEMENT OR THE SPECIFICATION EXCEED A TOTAL OF TEN THOUSAND U.S. DOLLARS (\$10,000).

12. Indemnification.

12.1. Indemnification. You agree to indemnify, and hold harmless Visa and its Affiliates, and any of their officers, directors, agents and employees, from and against any and all claims, actions, proceedings, and suits 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) Your use of the Specification provided hereunder; (b) any breach or alleged breach by You of any representation, warranty, or obligation contained in this Agreement or any terms required by Visa; (c) any infringement or alleged infringement of a patent, copyright, trademark or other Intellectual Property Right relating to this Agreement; (d) any violation or alleged violation of the privacy rights of any third party relating to this Agreement; or (e) any violation or alleged violation by You of any applicable Laws. Visa reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Visa 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.

13. Privacy

Visa processes Your personal information as necessary to provide the Specification to You (as agreed in this Agreement) and for related purposes described in [Visa's Global Privacy Notice](#) ("Privacy Notice). For more information about how Visa and its Affiliates collect, protect and share Your personal information, and any data privacy choices You may have, please read the [Visa Global Privacy Notice](#).

14. General Provisions.

14.1. Publicity.

You shall not issue any press release or general marketing communication or make any other public statements concerning this Agreement, 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.

14.2. Visa Contracting Entities.

With respect to regions or countries/territories in regions specified in this Section 14.2 of this Agreement, the following are considered "Visa Contracting Entities" based on where You are domiciled:

- i. Canada Region: Visa Canada Corporation
- ii. Central and Eastern Europe, Middle East and Africa Region: Visa International Services Association
- iii. Asia Pacific Region: Visa Worldwide Pte. Limited
- iv. Europe Region: Visa Europe Limited
- v. Latin American and Caribbean Region:
 1. Brazil: Visa do Brasil Empreendimentos Ltda.
 2. Bolivia, Colombia, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Uruguay, and Venezuela: Visa International Servicios de Pagos Espana S.R.L.U.
 3. Other than countries specified in Sections 13.2(v)(1-2), all other countries in the Latin American and Caribbean Region: Visa International Services Association
- vi. United States and its territories: Visa International Services Association

14.3. Compliance with Trade Restrictions.

14.3.1. You expressly agree and acknowledge that the Specification is subject to Trade Restrictions, and (b) Visa's ability to perform under this Agreement 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 Agreement 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.

14.3.2. Notwithstanding any other provision of this Agreement to the contrary, You shall not use, download, export, re-export, import, sell or transfer the Specification, in whole or in part, 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 Specification or cause its 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.

14.3.3. 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.

14.3.4 Upon Visa's written request, You shall use commercially reasonable efforts to assist Visa with obtaining any United States export licenses required.

14.4. Non-exclusivity.

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

14.5. Relationship of the Parties.

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

14.6. Notices.

14.6.1. 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 process to access the Specification.

14.6.2. Notice to Visa.

You agree that all notices to Visa shall be sent by either email or certified or registered mail, return receipt requested, to the following addresses for the relevant Visa Contracting Entity:

Visa Canada Corporation:

77 King Street West, Suite
4400 North Tower

Toronto, ON, M5K 1J5, Canada

Email: Legalnotice@visa.com

Visa do Brasil

Empreendimentos Ltda.:

3 Andar Torre Norte,

Av. Pres. Juscelino
Kubitschek, 1909 - Vila Nova
Conceição

São Paulo, Brazil

Email: Legalnotice@visa.com

Visa Europe Limited:

1 Sheldon Square

London, W2 6TT

United Kingdom

Email: Legalnotice@visa.com

Visa International Service Association:

900 Metro Center Blvd.

Foster City, CA 94404

U.S.A

Email: Legalnotice@visa.com

Visa International Servicios de Pago España S.R.L., MP 10 Centro de Negocios:

Marques del Puerto 10, 1^a dicha, Oficina no. 1, 48008, Bilbao, Spain

Email: Legalnotice@visa.com

Visa Worldwide Pte. Limited:

71 Robinson Road #08-01

Singapore 068895, Singapore

Legalnotice@visa.com

14.7. Changes to the Agreement

Visa reserves the right to change or modify this Agreement, at any time without notice to You. Visa may at any time revise this Agreement by updating this posting. Revisions shall be effective as of the date made available by Visa to You, which can include by updating this posting. You are bound by such revisions and should therefore visit these pages to review the current Agreement from time to time. If You do not agree to any revision of this Agreement, You must immediately stop accessing and using the Specification.

14.8. Severability; Headings.

Should any part or provision of this Agreement be held unlawful, void, invalid or unenforceable, that portion shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

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 Agreement.

14.9. Governing Law; Jurisdiction. This Agreement shall be governed by and subject to the governing law and dispute resolution forum for the following Visa Contracting Entities:

14.9.1 Where Visa Worldwide Pte. Limited is the Visa Contracting Entity, this Agreement shall be governed by the laws of Singapore, excluding any "conflicts of laws" or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. All disputes arising out of or in connection with this Agreement shall be finally settled and resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force (which rules are deemed to be incorporated by reference in this clause), by three (3) arbitrators appointed in accordance with the Arbitration Rules of the SIAC. The seat, or legal place, of arbitration shall be Singapore. The language to be used in the arbitral proceedings shall be English. The foregoing, however, shall

not preclude the parties from applying for a preliminary or injunctive remedies available under applicable laws for any purpose;

14.10.2 Where Visa do Brasil Empreendimentos Ltda. is the Visa Contracting Entity, this Agreement and any non-contractual obligations arising out of it are governed by the laws of Brazil, excluding any “conflicts of laws” or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. Each party agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought in a court with competent jurisdiction in Sao Paulo, Brazil. In connection with any such actions, proceedings or counterclaims, each party shall submit to the exclusive jurisdiction of either such court, agrees to venue in either such court, and waives any objection to venue laid therein.

14.10.3 Where Visa International Service Association is the Visa Contracting Entity, excluding where You are domiciled in the United States and its territories or Latin America and Caribbean Region, this Agreement and any non-contractual obligations arising out of it are governed by the laws of the state of New York, U.S.A., excluding any “conflicts of laws” or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. All disputes arising out of or in connection with this Agreement shall be finally settled and resolved by confidential arbitration in accordance with this Agreement and, where not inconsistent with this Agreement, with the Rules of Arbitration of the International Chamber of Commerce then in effect, which rules are hereby incorporated by reference. The seat (location) of the arbitration shall be in DIFC, Dubai, UAE. The arbitration shall be conducted in English by three arbitrators, one appointed by each party and one jointly appointed arbitrator. 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 days, such award may be enforced in any court of competent jurisdiction. Nothing in this clause limits the right of a party to obtain provisional remedies from a court of competent jurisdiction;

14.10.4 Where Visa Canada Corporation is the Visa Contracting Entity, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario. If You are located in the Province of Quebec, the parties have required that this Agreement be drawn up in English. Les parties ont demandé que le présent soient rédigés en anglais.

143.10.5 Where Visa Europe Limited is the Visa Contracting Entity, this Agreement and any non-contractual obligations arising out of it are governed by and construed in accordance with the laws of England and Wales. Each party agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement shall be brought in the courts of England. In connection with any such actions, proceedings or counterclaims, each party shall submit to the

exclusive jurisdiction of such court, agrees to venue in such court, and waives any objection to venue laid therein.

14.10.6 Where Visa International Service Association (and You are domiciled in the United States or its territories or the Latin America and Caribbean Region) is the Visa Contracting Entity, this Agreement and any non-contractual obligations arising out of it are governed by the laws of the state of New York, U.S.A., excluding any “conflicts of laws” or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. Each party agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York (or, should such federal court lack competence to hear such actions, proceedings or counterclaims, in a state court with competent jurisdiction in New York). In connection with any such actions, proceedings or counterclaims, each party shall submit to the exclusive jurisdiction of either such court, agrees to venue in either such court, and waives any objection to venue laid therein.

14.10.7 Where Visa International Servicios de Pagos Espana, S.R.L.U. is the Visa Contracting Entity, this Agreement and any non-contractual obligations arising out of it are governed by the laws of the state of New York, U.S.A., excluding any “conflicts of laws” or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. Each party agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York (or, should such federal court lack competence to hear such actions, proceedings or counterclaims, in a state court with competent jurisdiction in New York). In connection with any such actions, proceedings or counterclaims, each party shall submit to the exclusive jurisdiction of either such court, agrees to venue in either such court, and waives any objection to venue laid therein.

14.11. Waiver.

The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement 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, 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.

14.12. Assignment.

You may not assign any of Your rights or delegate the performance of any of Your obligations under this Agreement, under operation of law or otherwise, without the prior written consent of Visa. Any purported assignment in violation of hereof shall be null and void. Visa reserves the right to assign this Agreement or any right or obligation under this Agreement to an Affiliate

without consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

14.13. Entire Agreement.

Except as provided herein, this Agreement constitutes the entire agreement between You and Visa pertaining to its subject matter. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any other agreement relating to the Specification, the terms and conditions set forth in this Agreement shall prevail, except as noted in Section 3.1.1(b). Except as expressly provided herein and then only to the extent required to exercise rights and perform obligations under this Agreement, nothing contained herein shall alter or amend any rights or obligations that You may have under the Visa Rules.

14.15. Additional Definitions. Except as otherwise expressly provided in this Agreement, the singular includes the plural and the plural includes the singular.

“Affiliate” of a party means an entity now or hereafter controlled by, controlling or under common control with such party. “Control” means beneficial ownership or control of 50% or more of the shares or securities representing the right to vote for the election of directors or management authority, or other ability, directly or indirectly, to direct or cause the direction of the management or policies of such entity, whether through beneficial ownership of securities or other equity interests, by contract or otherwise.

“Asia-Pacific Region” means the region comprised of the following countries or territories: American Samoa; Australia (including Cocos [Keeling] Islands, Heard Island and McDonald Islands, Norfolk Island, Lord Howe Island, Macquarie Island); Bangladesh; Bhutan; British Indian Ocean Territory; Brunei; Cambodia; Mainland China; Cook Islands; Crozet Islands; Democratic People’s Republic of Korea; Fiji(including Rotuma Island); French Polynesia; Guam; Hong Kong; India; Indonesia; Japan; Kerguelen Island; Kiribati (including Canton and Enderbury Islands, Christmas Island (Kiritimati), Fanning Island, Malden Island, Starbuck Island, Washington Island); Laos; Macau; Malaysia; Maldives; Marshall Islands; Mascarene Islands; Micronesia; Mongolia; Myanmar; Nauru; Nepal; New Caledonia; New Zealand (including Antipodes Island,

Auckland Island, Bounty Island, Campbell Island, Chatham Island, Kermadec Island, Stewart Island); Niue; Northern Mariana Islands; Palau; Papua New Guinea; Pescadores Island; Philippines; Pitcairn Islands; Republic of Korea; Rodrigues Island; Samoa; Singapore; Solomon Islands; Sri Lanka; St. Paul Island; Taiwan; Thailand; Timor-Leste; Tokelau; Tonga; Tuvalu; US Minor Outlying Islands (including Baker Island, Howland Island, Jarvis Island, Johnston Island, Midway Island, Palmyra Island, Wake Island); Vanuatu; Vietnam; Wallis and Futuna.

“Canada Region” means Canada.

“Central and Eastern Europe, Middle East and Africa Region” means the region comprised of the following countries or territories: Afghanistan; Albania; Algeria; Angola; Armenia; Azerbaijan;

Bahrain; Belarus; Benin; Bosnia and Herzegovina; Botswana; Bouvet Island; Burkina Faso; Burundi; Cameroon; Cape Verde; Central African Republic; Chad; Comoros; Congo (Brazzaville); Côte d'Ivoire (Ivory Coast); Democratic Republic of the Congo; Djibouti; Egypt;

Equatorial Guinea; Eritrea; Eswatini; Ethiopia; Gabon; Gambia; Georgia; Ghana; Guinea; Guinea-Bissau; Iran; Iraq; Jordan; Kazakhstan; Kenya; Kosovo; Kuwait; Kyrgyzstan; Lebanon; Lesotho; Liberia; Libya; Madagascar; Malawi; Mali; Mauritania; Mauritius; Moldova; Montenegro; Morocco; Mozambique; Namibia; Niger; Nigeria; North Macedonia; Oman; Pakistan; Qatar; Reunion; Russian Federation (including Franz Josef Land, Komandorskiye Island, New Siberian Island, Novaya Zemlya, Ostrov Ratmanova, Sakhalin, Severnaya Zemlya); Rwanda; Saint Helena, Ascension, and Tristan da Cunha (including Gough Island); Sao Tome and Principe; Saudi Arabia; Senegal; Serbia; Seychelles; Sierra Leone; Somalia; South Africa; South Sudan; Sudan; Syria; Tajikistan; Tanzania; Togo; Tunisia; Turkmenistan; Uganda; Ukraine; United Arab Emirates; Uzbekistan; Western Sahara; Yemen; Zambia; and Zimbabwe.

"Europe Region" means the region comprised of the following countries or territories: Andorra; Austria; Bear Island; Belgium; Bulgaria; Channel Islands; Croatia; Cyprus; Czech Republic; Denmark; Estonia; Faroe Islands; Finland (including Aland Islands); France (including its "DOM-TOMs"); Germany; Gibraltar; Greece; Greenland; Hungary; Iceland; Republic of Ireland; Isle of Man; Israel; Italy; Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; Monaco; Netherlands; Norway; Poland; Portugal (including Azores, Madeira); Romania; San Marino; Slovakia; Slovenia; Spain (including Canary Islands, Ceuta, Melilla); Sweden; Switzerland; Turkey; United Kingdom; and Vatican City.

"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.

"Latin America and Caribbean Region" means the region comprised of the following countries or territories: Anguilla; Antigua and Barbuda; Argentina; Aruba; Bahamas; Barbados; Belize; Bermuda; Bolivia; Bonaire, Sint Eustatius, and Saba; Brazil; British Virgin Islands; Cayman Islands; Chile; Colombia; Costa Rica; Cuba; Curacao; Dominica; Dominican Republic; Ecuador; El Salvador; Grenada; Guadeloupe; Guatemala; Guyana; Haiti; Honduras; Jamaica; Martinique; Mexico; Montserrat; Nicaragua; Panama; Paraguay; Peru; Puerto Rico; Saint Kitts and Nevis; Saint Vincent and the Grenadines; Sint Maarten; St. Lucia; Suriname; Trinidad and Tobago;

Turks and Caicos Islands; U.S. Virgin Islands; Uruguay; and Venezuela.

"Law" is defined in Section 4.1 of this Agreement.

"Restricted Country" means countries with which dealings by Visa are restricted or prohibited under Trade Restrictions in force from time to time.

"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: <http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm>); (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.

"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 Rules" means the charter documents and bylaws of Visa and its Affiliates, the Visa Core Rules and Visa Product and Service Rules and other documents governing the participation of Visa clients and other parties in the Visa payment system, as all such documents are revised by Visa from time to time.

"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.