



# Visa Solution Terms of Service

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING VISA SOLUTION TERMS OF SERVICE (“TERMS”). YOU HAVE ACKNOWLEDGED THAT YOU UNDERSTAND AND AGREE TO ALL OF THESE TERMS IF YOU HAVE REGISTERED FOR THE VISA SOLUTION OR ACTIVATED A CARD FOR THE VISA SOLUTION. THESE TERMS REPLACE ALL PRIOR TERMS IN REGARD TO THE VISA SOLUTION.


For registrations of the Visa Solution after 1 July 2024, the following section shall apply.

The Visa Solution is subject to cardholder eligibility. You (“you” and “your” to be interpreted accordingly) understand that where your Issuer provides Click to Pay, you may not be eligible for the Visa Solution. Visa may, however, co-ordinate with your Issuer (including by sharing information you have provided to register for the Visa Solution) to ensure you receive appropriate and streamlined services. If you are ineligible for the Visa Solution, you understand that acknowledgement and confirmation of these Terms does not create an agreement with Visa and the remaining Terms shall not apply. Capitalised terms are as defined in these Terms.

## 1. The Visa Solution

The Visa Solution is operated by Visa USA Inc. (“Visa” or “we”). Contact information for Visa is included under section 17.1 (Contact Us) below.

As used in these Terms, the term “Visa Solution” shall mean all of the following: all Visa Click to Pay and/or Visa Checkout features, functionality and services, now available or added in the future, whether branded as Visa Click to Pay, Visa Checkout or a different name, and whether available through the Visa Solution website or mobile site as operated as a domain or subdomain (“Website”) or through an application or functionality offered by an issuing bank or payment institution, merchant, or other third party (collectively, “Services”); the logos, designs, text, images, videos, graphics, software and other content and materials of Visa or its licensors available through the Visa Solution, and the selection and arrangement thereof (collectively, “Content”); and Visa’s hardware, software and networks associated with making the Visa Solution available to you (collectively, the “Visa Solution System”).

The Visa Solution offers you the ability to (i) store payment account and other related information such as email address, mobile phone number, and billing and delivery addresses (“Card Details”) for your Visa credit, debit and reloadable prepaid cards and other cards or payment methods that Visa has decided are eligible to be used with the Visa Solution (“Eligible Cards”); and (ii) use the Visa Solution to share your Card Details with merchants, or other third parties, that display the Click to Pay icon  where Visa is accepted or that display the Visa checkout mark, to allow them to process a transaction. Visa may automatically update certain



Card Details such as card number and expiration date, as provided by the financial institution or other entity which issued your Eligible Card(s) (“Issuer”).

Your Issuer may provide additional information about your Eligible Card(s), such as the availability of rewards points, instalments options, and other Eligible Card(s) benefits. If so, we present this information to you in the Visa Solution as-is, as received from the Issuer of your Eligible Card. If you have any questions about this information, please contact your Issuer. Where applicable, Visa will process your information to determine if you are eligible for these options or benefits, and to display these to you.

When you use the Visa Solution, we will transmit your Card Details to the merchant, or other applicable third party, in order to allow them to process the transaction. Visa may generate a numerical surrogate of your Visa Eligible Card payment account number (a token) to be used in order to help protect your Eligible Cards. You agree that the merchant or other applicable third party can transmit information about the transaction to the applicable network for your Eligible Card and that your transaction will be paid for using the Eligible Card you have selected.

You acknowledge that the Card Details stored or provided through use of the Visa Solution are provided by you or, in certain jurisdictions, on your behalf by your Issuer or a merchant or third party, and contain personal financial information. You may only use Eligible Cards in connection with the Visa Solution if your Issuer regards you as the cardholder or authorised user and your name is shown on the Eligible Card. You acknowledge and agree that you are responsible for the completeness and accuracy of the Card Details and other information you store with the Visa Solution or provide through use of the Visa Solution. You must only use valid email addresses and phone numbers owned or controlled by you. Although Visa may perform certain validation checks for Card Details for Visa cards, Visa is not responsible for the accuracy of Card Details or the other information you provide, including whether Card Details are current and up to date.

The Visa Solution is not a bank or payment account and does not offer any credit to you or a merchant. Any transaction that you make using the Visa Solution will be reflected in the account which relates to the Eligible Card you use for the transaction. Payment of that account is solely a matter between you and the Issuer of the Eligible Card.

## **2. Important Notice About Your Transactions**

ALTHOUGH THE VISA SOLUTION ASSISTS IN FACILITATING TRANSACTIONS, VISA DOES NOT ACT AS A PARTY TO THESE TRANSACTIONS. ANY PAYMENTS MADE TO OR RECEIVED FROM A MERCHANT IN RELATION TO YOUR USE OF THE VISA SOLUTION, INCLUDING PURCHASES OR RETURNS OF GOODS OR SERVICES, ARE STRICTLY BETWEEN YOU AND THE MERCHANT.

IF YOU REQUIRE A REFUND OR REVERSAL OF ANY TRANSACTION COMPLETED USING THE VISA SOLUTION, YOU MUST CONTACT THE APPLICABLE MERCHANT AND/OR THE ISSUER OF THE ELIGIBLE CARD YOU USED



FOR THE TRANSACTION. PLEASE REMEMBER THAT VISA IS NOT A PARTY TO THE TRANSACTION, AND THUS VISA IS NOT ABLE TO RESOLVE ANY SUCH ISSUES THAT YOU MAY HAVE WITH THE TRANSACTION.

IF YOU HAVE A DISPUTE WITH A MERCHANT ABOUT A TRANSACTION MADE IN CONNECTION WITH THE VISA SOLUTION, YOU ARE SOLELY RESPONSIBLE FOR SETTLING THE DISPUTE DIRECTLY WITH THE MERCHANT OR VIA YOUR ISSUER. DUE TO HOW THE VISA SOLUTION FUNCTIONS, VISA IS NOT A PARTY TO THE TRANSACTION.

### 3. Service Terms

The Visa Solution may not be available to all Eligible Cards. Furthermore, Visa may, in its sole discretion, remove Eligible Cards from the Visa Solution or prevent Eligible Cards from being activated for the Visa Solution, and Visa may also revise at any time the eligibility of specific or general credit, debit and reloadable prepaid cards and other cards or payment methods that constitute Eligible Cards.

### 4. Eligibility

The Visa Solution is only available to individuals who are:

- A. residents of one of the following jurisdictions: Andorra, Argentina, Australia, Austria, Belgium, Bulgaria, Brazil, Canada, the Channel Islands, Chile, China (mainland and Hong Kong), Colombia, Croatia, Cyprus, the Czech Republic, Denmark, Dominican Republic, Estonia, the Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, India, Ireland, the Isle of Man, Italy, Kuwait, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Monaco, the Netherlands, New Zealand, Norway, Peru, Poland, Portugal, Qatar, Romania, San Marino, Saudi Arabia, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Ukraine, the United Arab Emirates, the United Kingdom, the United States (including its territories) or Vatican City, as each jurisdiction is made available (the “Eligible Jurisdictions”);
- B. the legal age of majority in their jurisdiction, province or territory of residence;
- C. able to access the Internet on a computer or other device; and
- D. the cardholder or authorised user of one or more Eligible Cards, and in good standing with respect to their Eligible Card accounts.

Access to the Visa Solution from any location where it is illegal or otherwise restricted is prohibited. If your jurisdiction of residence changes, you must promptly un-register from the Visa Solution and re-register with your new jurisdiction of residence if it is an Eligible



Jurisdiction. If your new location is not an Eligible Jurisdiction, you can re-register when the Visa Solution becomes available in your new location.

## **5. Registration and Security**

If you choose to register in or activate an Eligible Card for the Visa Solution, you agree to provide us with true, accurate, current and complete information about yourself and update us if there are changes to the information. To the fullest extent permissible by applicable law, you acknowledge and agree that Visa will have no liability associated with or arising from your failure to maintain accurate information with Visa, including your failure to receive important information and updates about the Visa Solution. If Visa has reasonable grounds to suspect that any information you provided to us is untrue, inaccurate or incomplete, Visa may suspend or terminate your registration in or use of the Visa Solution and refuse any and all current or future use of the Visa Solution (or any portion thereof) by you.

As a part of your registration, you are required to establish a username and in some markets may be required to establish a password. These pieces of data are used to authenticate you when you use the Visa Solution. If you are required to establish a password, for your protection, you should choose a password that is unique to the Visa Solution, and memorise your username and password and not keep a record of your password on or with your personal computer, tablet, mobile device or other device used to access the Visa Solution. You are responsible for protecting the confidentiality of your username and password(s), if any. In addition, if you choose to be remembered on your device or browser, or link your use of the Visa Solution with a digital wallet, on one or more device(s), you are responsible for protecting the safety of and access to such device(s). It is important that you do so since we are not responsible for any losses you incur as a result of unauthorised use of your Eligible Card and, depending on the circumstances, your Issuer may hold you responsible for unauthorised use of your Eligible Card account. You agree to notify Visa immediately of any unauthorised use of your username, password, if applicable, or Eligible Card in the Visa Solution, or if your device(s) on which you've chosen to be remembered, or linked your use of the Visa Solution with a digital wallet, has (have) been lost or stolen or otherwise suffered unauthorised access, or any other actual or potential security breach relating to your use of the Visa Solution. Visa reserves the right to remove your Eligible Cards from, or suspend or terminate your use of, the Visa Solution and/or, if you have a password, require you to change your password, if Visa believes it is no longer secure.

You are responsible for use of your Eligible Cards in the Visa Solution and for ensuring that use of or access to the Visa Solution complies fully with these Terms.

You acknowledge that Visa may send a one-time passcode to your email and/or mobile phone to verify it's you when you use the Visa Solution.



We regularly review the security measures for the Visa Solution. However, we cannot guarantee that information you transmit via the Internet is entirely secure.

You may choose to use the capabilities on your personal device such as fingerprints, face authentication and/or your device passcode (“Passkeys”) in connection with the Visa Solution, where made available by Visa. Your use of Passkeys is governed by the agreement between you and your device manufacturer. Your fingerprints, face authentication data and/or device passcode do not leave your device. You may choose whether to use Passkeys in connection with any payment transaction, and you may disable your use of Passkeys in connection with the Visa Solution by unlinking your card or removing your device [here](#).

## **6. Cardholder Agreements**

These Terms do not amend or otherwise modify any agreement with your Issuer in respect of an Eligible Card (“Cardholder Agreement”). In the event of any inconsistency between these Terms and your Cardholder Agreement, these Terms govern as to the relationship between you and Visa solely with respect to the Visa Solution, and your Cardholder Agreement with your Issuer governs the relationship between you and your Issuer. You are responsible for ensuring that your use of the Visa Solution complies with any Cardholder Agreement.

## **7. Charges, Fees and Taxes**

You are solely responsible for acquiring any hardware, device, software, wireless and Internet access, and other items required for you to use or access the Visa Solution, and any associated fees, expenses or other charges. Message and data rates may apply. You are also solely responsible for any interest, fees, charges or expenses from the Issuer of any Eligible Cards you use in connection with the Visa Solution and for any taxes or tax reporting obligations in connection with your use of the Visa Solution.

## **8. Privacy**

Visa processes your personal information as necessary to provide the Visa Solution to you (as agreed in these terms of service), 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 when you use the Visa Solution, and any data privacy choices you may have, please read the Visa Global Privacy Notice.

If you use other services operated by your issuer, a merchant or any other third party (including where those services are available through the Visa Solution), separate privacy notices may apply.



The Visa Solution uses Google auto-fill functionality to streamline the Visa Solution experience. To the extent that Google processes your personal information, it does this in accordance with its [terms of service](#) and [privacy policy](#).

You are responsible for ensuring the personal information associated with your account remains adequate and up to date.

## 9. Proprietary Rights

All ownership rights in the Visa Solution, including Content, is retained by Visa, its Affiliates and their licensors, and protected under applicable copyrights, trademarks and other proprietary (including intellectual property) rights and international treaties. All rights not expressly granted to you through these Terms are retained by Visa, its Affiliates and their licensors. Nothing within these Terms grants to you any right to use any of Visa's, its Affiliates' or any other third party's trademarks, service marks, logos or other indicia of origin. An "Affiliate" is an entity that is controlled by, controls or is under common control with Visa.

## 10. Licence Grant

Visa grants to you a limited, revocable, non-exclusive, non-sublicensable and otherwise non-transferable licence to use the Visa Solution in accordance with these Terms for so long as you are registered in the Visa Solution. Visa may in its sole discretion suspend, discontinue or terminate this license at any time, for any reason. All rights not expressly granted to you are reserved by Visa, its Affiliates or their licensors.

## 11. Feedback

If you submit feedback or suggestions about the Visa Solution we may use your feedback or suggestions without obligation to you.

## 12. User Conduct

You agree that you will comply with all applicable laws, rules and regulations and other legal requirements that relate to your use of the Visa Solution. In addition, you agree:

- to use the Visa Solution only as permitted by law;
- not to use the Visa Solution in breach of these Terms;
- not to disrupt or interfere with the security or operation of, or otherwise abuse, the Visa Solution, or any part of the Visa Solution;
- not to attempt to obtain unauthorised access to the Visa Solution or portions of the Visa Solution that are restricted from general access;



- not to use the Visa Solution in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third party rights;
- not to reproduce the Visa Solution in any form, or store or incorporate the Visa Solution into any information retrieval system, electronic, mechanical or otherwise;
- not to copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer the Visa Solution or any portion thereof;
- not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Visa Solution and/or take any action that imposes an unreasonable or disproportionately large burden on the Visa Solution System, as determined by Visa in its sole discretion; and
- to comply with any other requirements, restrictions or limitations imposed by Visa or by your Issuer from time to time.

### **13. Disclaimer of Warranties and Limitation of Liability**

THE VISA SOLUTION, IN WHOLE AND IN PART, INCLUDING ALL SERVICES, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THAT THE VISA SOLUTION SYSTEM IS VIRUS-FREE OR THAT ACCESS TO THE VISA SOLUTION WILL BE FREE FROM INTERRUPTIONS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR USE OF THE VISA SOLUTION, AND THE RESULTS AND PERFORMANCE THEREOF.

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING NEGLIGENCE, SHALL VISA AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, CUSTOMERS, MEMBERS, EMPLOYEES, OR AUTHORISED AGENTS (COLLECTIVELY, THE "VISA PARTIES") BE LIABLE FOR ANY DAMAGES, CLAIMS, OR LOSSES INCURRED (INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING FROM OR IN CONNECTION WITH THE VISA SOLUTION AND/OR THESE TERMS, EVEN IF A VISA PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE VISA PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (i) YOUR USE OF OR INABILITY TO USE THE VISA SOLUTION FOR ANY REASON, INCLUDING REFUSAL OF YOUR ISSUER TO AUTHORISE, OR A MERCHANT TO ACCEPT, A TRANSACTION; (ii) ANY GOODS, SERVICES OR INFORMATION PURCHASED OR RECEIVED IN CONNECTION WITH THE VISA SOLUTION, INCLUDING YOUR FAILURE TO RECEIVE OR INABILITY TO RETURN SUCH GOODS, SERVICES OR INFORMATION; (iii) DISPUTES BETWEEN YOU AND A MERCHANT; (iv) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN ANY INFORMATION PROVIDED THROUGH THE VISA SOLUTION, INCLUDING INFORMATION PROVIDED BY YOUR ISSUER OR OTHER THIRD PARTIES; (v) UNAUTHORISED ACCESS TO, OR ALTERATION OR LOSS OF, YOUR TRANSMISSIONS, DATA OR OTHER INFORMATION THAT IS COLLECTED, STORED OR SENT IN CONNECTION WITH THE VISA SOLUTION; (vi) ERRORS, SYSTEM DOWNTIME, NETWORK OR SYSTEM





OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS; OR (VII) ANY OTHER USE BY YOU OF THE VISA SOLUTION. IN ADDITION, THE VISA PARTIES SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THESE TERMS DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT, TRANSMISSION OR DELIVERY PROBLEMS, OR ANY INDUSTRIAL DISPUTE, WAR, NATURAL DISASTER, ACT OF TERRORISM, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE VISA PARTIES' CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS OR (B) US\$100 (OR EQUIVALENT IN LOCAL CURRENCY).

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMING, EXCLUSION, OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES, AND DAMAGES. THEREFORE, SOME OF THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE VISA PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING WITHIN THESE TERMS EXCLUDES THE VISA PARTIES' LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) ANY MATTER WHICH IT WOULD BE ILLEGAL FOR THE VISA PARTIES TO EXCLUDE OR LIMIT OR ATTEMPT TO EXCLUDE OR LIMIT LIABILITY.

## **14. No Endorsements; Disputes with Merchants**

Visa does not endorse or sponsor, and is not responsible for: (i) issuers or operators of payment networks or digital wallets or other third parties that help facilitate the checkout experience or that you may use in connection with the Visa Solution; (ii) the goods or services purchased or transactions made in connection with the Visa Solution; (iii) honouring or fulfilling goods or services purchased or transactions made in connection with the Visa Solution; and (iv) the merchants whose goods or services may be purchased or with whom a transaction is made in connection with the Visa Solution.

## **15. Third-Party Websites, Content and Resources**

The Visa Solution may be accessible via third parties that help facilitate the transaction experience, including their websites, domains or applications, and may permit you to link to or access direct connections to such third parties or third party websites, content and resources, including social media. You acknowledge that Visa has no control over, and does not necessarily agree with the views, opinions or contents of any such third parties or their websites, domains, applications, content or resources, which are made available by companies or persons other than Visa. You acknowledge and agree that Visa is not responsible for the availability of any such websites, domains, applications, content or resources. You further acknowledge that Visa is not liable to you for any loss or damage which may be incurred by you as a result of these third parties including third party websites, domains, applications, content or resources, including losses or damages suffered in connection with purchases processed through the Visa Solution.





## **16. Modification of the Visa Solution and these Terms; Termination**

Visa may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Visa Solution, temporarily or permanently, including the availability of any portion of the Visa Solution at any time with or without notice to you and you agree that Visa shall not be liable to you or to any third party as a result of taking any of these actions. Your continued use of the Visa Solution after any changes, modifications or improvements have been made to any or all aspects of the Visa Solution will be construed to be your acceptance of such changes, modifications or improvements, and the applicability of these Terms to the Visa Solution with such changes, modifications or improvements.

If you do not agree with any of these Terms, you must not use the Visa Solution. Visa reserves the right, in its sole discretion, to modify these Terms at any time. Visa may change these Terms by posting a new version with notice that we deem to be reasonable in the circumstances, including such notice on our Website or any other website maintained for the purposes of providing the Visa Solution. We will always post the most recent version of these Terms at the Website. The most recent modification date will be noted by the “Last Updated” date below. To the fullest extent permitted under applicable law, your continued use of or participation in the Visa Solution after any such modification constitutes your acceptance of these Terms as modified.

You may terminate your use of the Visa Solution at any time, including if you are not happy with changes we make to the Terms. You can deregister from the Visa Solution by following the instructions in the Customer Support section of the Visa Solution website. Visa may suspend, discontinue or terminate your access to or use of the Visa Solution at any time, immediately and without prior notice or obligation to you, (i) if you violate any of these Terms, or (ii) for any other commercially reasonable reason, in Visa’s sole discretion. Visa shall not be liable to you for any suspension, discontinuance, termination, change or modification of your use of or access to the Visa Solution. Upon termination, you remain liable for all payments and other obligations you have incurred under these Terms.

## **17. General Terms**

### **A. Notices.**

You agree that Visa may provide you with notices and other disclosures in connection with the Visa Solution by email, postings on the Website or other forms of electronic communications. All electronic communications from us to you are considered as “in writing” and are deemed to have been delivered to you either on the date they are actually received or five days after the date of posting or dissemination, whichever is earlier. We are not obligated to provide any additional hard copy communications to you related to your use of Visa Solution.



It is your responsibility to ensure that you check your emails regularly for communications from us. You must ensure that emails from us are not blocked on your email account, and also that the email address you have provided to us remains current. In addition, you authorise us to act on any instructions which are provided by you to us electronically.

You must have a Visa Solution account username to access information electronically or to conduct any activity regarding your Visa Solution account.

**B. Waiver.**

Our failure or delay to exercise or enforce any provision or right contained in these Terms shall not be deemed a waiver of such provision or right.

**C. Entire Agreement.**

These Terms constitute the entire agreement between Visa and you with respect to your use of the Visa Solution.

**D. Severability.**

You and Visa agree that if any provision of these Terms is deemed unlawful, void (including by virtue of law) or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

**E. Interpretation.**

Headings and captions are for convenience only and shall not be considered included for purposes of interpretation. Words such as “hereof”, “herein”, and “hereunder” shall mean and refer to all these Terms, rather than to any specific section or part of them. The term “including” shall mean “including, without limitation”. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

**F. Relationship of the Parties.**

Nothing within these Terms will be construed as creating a joint venture, partnership, employment or agency relationship between you and Visa, and you do not have any authority to create any obligation or make any representation on Visa’s behalf.

**G. Indemnification.**

To the greatest extent permitted by applicable law, you agree to indemnify, defend and hold harmless the Visa Parties from any loss, liability, claim, or demand, damages, fines and costs, due to, in connection with or arising out of your breach of these Terms.

**H. Dispute Resolution & Governing Law.**



To the fullest extent permitted by law, you and Visa agree that:

- a. if you are a resident of an Eligible Jurisdiction other than those in H (2.) below, the following governing law and arbitration provision applies:

**THIS SECTION CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM RELATING TO THE VISA SOLUTION OR THESE TERMS SHALL BE RESOLVED BY BINDING ARBITRATION. IN ARBITRATION, NEITHER YOU NOR VISA WILL HAVE THE RIGHT TO LITIGATE CLAIMS IN COURT, OR TO HAVE A JURY TRIAL ON THE CLAIMS. CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED, BUT THE ARBITRATOR CAN AWARD DAMAGES AND RELIEF AS PERMITTED UNDER THESE TERMS.**

Any dispute, cause of action, claim or controversy arising out of or relating to the Visa Solution or these Terms, including the formation, interpretation, breach, performance, termination, enforcement or validity of these Terms, the validity and enforcement of this provision, and the determination of the scope or applicability of the agreement to arbitrate (referred to in this section h(1) as a “Dispute”) that can be subject to arbitration, shall be resolved exclusively pursuant to the process and arbitration clause set out in this section. Any Disputes between you and Visa shall be resolved through binding arbitration; except that, if you are a US resident, you may assert claims in small claims court (if your claims qualify). This arbitration clause only applies to Disputes with Visa regarding the Visa Solution. If you have a dispute with your Eligible Card Issuer you must resolve that dispute with your Issuer. Any arbitration between you and Visa shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures if you reside in the United States and JAMS’ International Arbitration Rules if you reside outside the United States, to the extent that those rules do not conflict with this provision. You may obtain a copy of these rules by contacting JAMS at 1 800 352 5267, by writing to JAMS at 620 Eighth Avenue, 34<sup>th</sup> Floor, New York, NY 10018, USA or online at [www.jamsadr.com](http://www.jamsadr.com) or [www.jamsinternational.com/](http://www.jamsinternational.com/).

**ANY CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THIS MEANS THAT BOTH YOU AND VISA ARE PROHIBITED FROM JOINING OR CONSOLIDATING CLAIMS IN ARBITRATION BY OR AGAINST OTHERS UNLESS BOTH YOU AND VISA AGREE OTHERWISE IN WRITING, AND YOU AND VISA ARE PROHIBITED FROM ARBITRATING ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS. BY ENTERING INTO THESE TERMS, YOU AND VISA ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION.** The arbitration will take place before one arbitrator. The arbitration shall (i) be conducted by telephone, online and/or be solely based on written submissions, with the specific manner to be chosen by the party initiating the arbitration; and (ii) not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. The arbitrator will be mutually agreed upon by you and Visa. If you and Visa cannot agree on an arbitrator, the arbitrator will be appointed according to JAMS procedures. If for any reason a Dispute proceeds in court rather than in arbitration you and Visa both waive any right to a jury trial.



You may elect to hire an attorney, but are not required to do so. Each party will be responsible for its own attorney fees and costs, unless awarded by the arbitrator under applicable law. The party that initiates the arbitration will pay the filing fee (unless otherwise dictated by JAMS due to a finding of hardship). Visa will advance all other administration, case management and arbitrator fees associated with the arbitration, through payment directly to JAMS. At the end of the arbitration, the fees paid by Visa may be allocated between you and Visa at the direction of the arbitrator in compliance with JAMS procedures.

All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Any decision of the arbitrator shall be final. Judgement on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Visa's liability is limited as described in Section 13 above, to the fullest extent permitted by applicable law. These Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware exclusive of conflict or choice of law rules.

If the arbitration provision in this section is found to be unenforceable, or the waiver of class action rights is found to be unenforceable for any reason in a case in which class action allegations have been made, then the governing law and forum selection provisions described in H (2.) below shall apply.

The remainder of this section applies to US residents:

The arbitrator cannot award punitive or exemplary damages, except as may be required by statute, or any pre-award interest; nor may the arbitrator award any incidental, indirect or consequential damages, including damages for lost profits or harm suffered by third parties. Any relief afforded cannot affect other Visa Solution users. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the Terms and this section shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- b. if you are a resident of (i) **Argentina, Brazil, Canada** or an Eligible Jurisdiction in **Europe**, (ii) any Eligible Jurisdiction in which the arbitration provision in paragraph H (1.) above is found to be unenforceable, or (iii) any other Eligible Jurisdiction where the waiver of class action rights is found to be unenforceable for any reason in a case in which class action allegations have been made, then the following shall apply: (x) any disputes, claims or causes of action arising out of or in connection with these Terms or the Visa Solution will be governed by and construed under the laws of the Eligible Jurisdiction of your residence; and (y) any disputes, claims or causes of action arising out of or in connection with these Terms or the Visa Solution shall be resolved within the competent civil courts residing within such Eligible Jurisdiction. Any mandatory consumer protection law remains applicable.



## **I. Assignment.**

You may not assign these Terms, by operation of law or otherwise, without Visa's prior written consent. Visa reserves the right to assign these Terms, and the rights and obligations hereunder, to any third party without notice to or consent from you. Subject to the foregoing, these Terms will be binding on, inure to the benefit of, and be enforceable against you and your respective successors and assigns. You may terminate your use of the Visa Solution at any time, including if you are not happy with our assignment of these Terms.

## **J. Country Specific Provisions.**

### **i. Argentina Residents Only**

Consumer protection regulations provide that legal entities that market, sell, or provide services to consumers or users within the City of Buenos Aires and have an internet page, should include a link to the "Dirección General de Defensa y Protección al Consumidor." In order to contact the "Dirección General de Defensa y Protección al Consumidor" for questions and complaints please go to:  
[www.argentina.gob.ar/defensadelconsumidor](http://www.argentina.gob.ar/defensadelconsumidor).

### **ii. Austria Residents Only**

If you are a resident of Austria, the following provisions of this section 17.J.ii shall apply to you instead of the respectively numbered sections above and shall take precedence over the general provisions in section 1 to 17.I.

#### **Section 3 (Service Terms)**

The Visa Solution may not be available to all Eligible Cards. Furthermore, Visa may prevent Eligible Cards from being activated for the Visa Solution.

#### **Section 5 (Registration and Security)**

If you choose to register in or activate an Eligible Card for the Visa Solution, you agree to provide us with true, accurate, current and complete information about yourself and update us if there are changes to the information. You acknowledge and agree that Visa will have no liability associated with or arising from your failure to maintain accurate information with Visa, including your failure to receive important information and updates about the Visa Solution. If Visa has reasonable grounds to suspect that any information you provided to us is untrue, inaccurate or incomplete, Visa may suspend or terminate your registration in or use of the Visa Solution and refuse any and all current or future use of the Visa Solution (or any portion thereof) by you.

As a part of your registration, you are required to establish a username and in some markets may be required to establish a password. These pieces of data are used to authenticate you when you use the Visa Solution. If you are required to establish a



password, for your protection, you should choose a password that is unique to the Visa Solution, and memorise your username and password and not keep a record of your password on or with your personal computer, tablet, mobile device or other device used to access the Visa Solution. You are responsible for protecting the confidentiality of your username and password(s), if any. In addition, if you choose to be remembered on your device or browser, or link your use of the Visa Solution with a digital wallet, on one or more device(s), you are responsible for protecting the safety of and access to such device(s). It is important that you do so, since we are not responsible for any losses you incur as a result of unauthorised use of your Eligible Card if you did not culpably protect the safety of and access to such device(s) and, depending on the circumstances, your Issuer may hold you responsible for unauthorised use of your Eligible Card account. You agree to notify Visa immediately as soon you become aware of any unauthorised use of your username, password, if applicable, or Eligible Card in the Visa Solution, or if your device(s) on which you've chosen to be remembered, or linked your use of the Visa Solution with a digital wallet, has (have) been lost or stolen or otherwise suffered unauthorised access, or any other actual or potential security breach relating to your use of the Visa Solution. Visa reserves the right to remove your Eligible Cards from, or suspend or terminate your use of, the Visa Solution and/or, if you have a password, require you to change your password, if Visa believes it is no longer secure.

You are responsible for use of your Eligible Cards in the Visa Solution and for ensuring that use of or access to the Visa Solution complies fully with these Terms. You acknowledge that Visa may send a one-time passcode to your email and/or mobile phone to verify it's you when you use the Visa Solution.

You may choose to use the capabilities on your personal device such as fingerprints, face authentication and/or your device passcode ("Passkeys") in connection with the Visa Solution where made available by Visa. Your use of the Passkeys is governed by the agreement between you and your device manufacturer. Your fingerprints, face authentication data and/or device passcode do not leave your device and cannot be accessed by Visa. You may choose whether to use Passkeys in connection with any payment transaction, and you may disable your use of Passkeys in connection with the Visa Solution by unlinking your card or removing your device [here](#).

You may choose to use the Visa Solution on any device that can be used to perform an e-commerce transaction, and where the merchant you are interacting with supports the Visa Solution. In addition, you may choose to verify your Visa Solution transaction on your personal device by using Passkeys where the device, platform and/or web browser supports Passkeys, you have enabled Passkeys on your device, and where use of Passkeys is made available by Visa.

## **Section 7 (Charges, Fees and Taxes)**

You are solely responsible for acquiring any hardware, device, software, wireless and Internet access, and other items required for you to use or access the Visa Solution,



and any associated fees, expenses or other charges. Message and data rates may apply. You are also solely responsible for any interest, fees, charges or expenses from the Issuer of any Eligible Cards you use in connection with the Visa Solution and for any taxes or tax reporting obligations in connection with your use of the Visa Solution.

Subject to the above, the Visa Solution is provided free of charge.

### **Section 8 (Privacy)**

Visa processes your personal information to provide the Visa Solution to you (as agreed in these Terms) and for compatible purposes. You are responsible for ensuring the personal information associated with your account remains adequate and up to date. If you use other services operated by your Issuer, a merchant or any other third party (including where those services are available through the Visa Solution), separate privacy notices may apply.

### **Section 10 (Licence Grant)**

Visa grants to you a limited, revocable, non-exclusive, non-sublicensable and otherwise non-transferable licence to use the Visa Solution in accordance with these Terms for so long as you are registered in the Visa Solution. Notwithstanding the foregoing, the licence ends in any case when the agreement constituted by these Terms ends. All rights not expressly granted to you are reserved by Visa, its Affiliates or their licensors.

### **Section 13 (Disclaimer of Warranties and Limitation of Liability)**

VISA'S LIABILITY FOR DAMAGES (*SCHÄDEN*) CAUSED BY SLIGHT NEGLIGENCE (*LEICHTE FAHRLÄSSIGKEIT*) SHALL BE EXCLUDED.

THE AFOREMENTIONED LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY MANDATORY STATUTORY LIABILITY, IN PARTICULAR TO LIABILITY ARISING FROM WARRANTY CLAIMS (*GEWÄHRLEISTUNGSANSPRÜCHE*), CLAIMS UNDER THE AUSTRIAN PRODUCT LIABILITY ACT (*PRODUKTHAFTUNGSGESETZ*) AND LIABILITY FOR PERSONAL INJURIES (*PERSONENSCHÄDEN*). IN ADDITION, THE LIMITATION OF LIABILITY SHALL NOT APPLY IF AND TO THE EXTENT THAT VISA HAS ASSUMED A SPECIFIC GUARANTEE OR A SPECIFIC OBLIGATION IN RELATION TO THE MATTER GIVING RISE TO SUCH LIABILITY.

### **Section 16 (Modification of the Visa Solution and these Terms; Termination)**

The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa at any time in accordance with the below, which includes your withdrawal rights under applicable laws.

Visa may terminate the agreement constituted by these Terms regarding any or all aspects of the Visa Solution by providing you with a minimum of fourteen (14) days' prior written notice via email.

Visa may, in its sole discretion, make improvements to any or all aspects of the Visa Solution.





You may terminate your use of the Visa Solution at any time. You can deregister from the Visa Solution by following the instructions in the Customer Support section of the Visa Solution website. Visa may suspend, discontinue or terminate your access to or use of the Visa Solution at any time, immediately and without prior notice or obligation to you, if you violate any of these Terms. Upon termination, you remain liable for all payments and other obligations you have incurred under these Terms.

**Section 17.A. (Notices)**

You agree that Visa may provide you with notices and other disclosures in connection with the Visa Solution by email. All electronic communications from us to you are deemed to be communications “in writing” and are deemed to be delivered to you on the date actually received. We are not obligated to provide any additional hard copy communications to you related to your use of Visa Solution.

You must ensure that emails from us are not blocked on your email account, and also that the email address you have provided to us remains current. In addition, you authorise us to act on any instructions which are provided by you to us electronically. You must have a Visa Solution account username to access information electronically or to conduct any activity regarding your Visa Solution account.

**Section 17.G. (Indemnification)**

You agree to indemnify, defend and hold harmless the Visa Parties from any loss, liability, claim, or demand, damages, fines and costs, due to, in connection with or arising out of your culpable breach of these Terms.

**Section 17.H. (Dispute Resolution & Governing Law)**

You have the right to file a complaint to Visa regarding the Visa Solution by using the contact information provided below. Visa will handle the complaint confidentially. Visa will promptly confirm receipt of your complaint, and within thirty (30) days of receiving the complaint, will clearly state what action has been taken to address the complaint. If Visa has been unable to solve your complaint, you may submit your complaint in any official language of the European Union through the ODR platform provided by the European Commission: <https://ec.europa.eu/consumers/odr/>. The complaint will then be forwarded to your local dispute resolution bodies.

Any disputes, claims or causes of action arising out of or in connection with these Terms or the Visa Solution shall be governed by and construed under the laws of Austria without its conflict of law rules. Any disputes, claims or causes of action arising out of or in connection with these Terms or the Visa Solution shall be resolved within the competent courts having jurisdiction by law.

**Section 17.I. (Assignment)** is deleted and shall not apply.

**iii. Belgium Residents Only**



Subject to Section 7 above, the Visa Solution is provided free of charge.

Visa may, in its sole discretion, change or modify these Terms or the Visa Solution with or without notice to you in the following circumstances:

- (a) due to reasons beyond Visa's control which make Visa unable to provide the Visa Solution or any part thereof;
- (b) to comply with a change in applicable laws;
- (c) where a public authority, court, European Union court or institution imposes obligations on Visa that have a direct impact on the contents of these Terms and/or the Visa Solution;
- (d) where a change benefits you including without limitation the introduction of additional functionality, security and technical enhancements, bug fixes, enhancing resilience, improving the performance of the Visa Solution, improving the user flow and the removal of certain features which no longer add value to consumers;
- (e) where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it; and/or
- (f) where the change is not material.

For any other modification to the Terms and/or Visa Solution, Visa shall notify you of such change a minimum of one (1) month in advance of such change taking effect. If you do not wish to accept the change, you may terminate your use of the Visa Solution. If you do not terminate your use of the Visa Solution before such change takes effect, you will be deemed to have accepted the change notified.

Notwithstanding the paragraphs on termination in section 16 (Modification of the Visa Solution and these Terms; Termination) above, the following will apply for residents of Belgium.

Visa may, in its sole discretion terminate, suspend and/or discontinue any or all aspects of the Visa Solution and/or these Terms with or without notice to you in the following circumstances:

- a) due to reasons beyond Visa's control which make Visa unable to provide the Visa Solution or any part thereof;
- b) to comply with a change in applicable laws;
- c) where a public authority, court, European Union court or institution imposes obligations on Visa that have a direct impact on the contents of these Terms and/or the Visa Solution;
- d) where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it;
- e) where Visa decides to cease providing the Visa Solution in Belgium;



- f) where the same or a similar solution is offered by your Issuer or such other Visa partner;
- g) where you breach the Terms;
- h) where Visa suspects fraud or illegal, unauthorised or improper conduct including without limitation where you provide Visa with incomplete, inaccurate or untrue information and/or as indicated by Visa's fraud monitoring tools;
- i) where Visa's security systems observe suspicious behaviour on your Visa Solution account; and/or
- j) as a result of sanctions screening.

Visa shall provide you with reasonable prior notice by email for termination, discontinuance or suspension for any other circumstances.

You have the right to file a complaint to Visa regarding the Visa Solution by using the contact information provided below. Visa will handle the complaint confidentially. Visa will promptly confirm receipt of your complaint and within 30 days of receiving the complaint, will clearly state what action was taken to address the complaint.

In the event of out-of-court settlement of the dispute, the Consumentenombudsdienst of the Federal Government is authorised to receive any application for out-of-court settlement of consumer disputes. The latter, in turn, will either process the application itself or forward it to a qualified entity. You can reach the Consumentenombudsdienst via this link: <http://www.consumentenombudsdienst.be//nl>.

For disputes of a cross-border nature, you can also use the European Union's Online Dispute Resolution platform through the following link:  
<https://ec.europa.eu/consumers/odr/>.

#### **iv. Bulgaria Residents Only**

The following provisions in the subparagraphs of this section 17.J.iii apply to consumers who are resident in Bulgaria and take precedence over the general provisions in sections 1 to 17.I.

We will notify you via email of any changes to these Terms a minimum of one (1) month in advance of such change taking effect. If you do not wish to accept the change, you may terminate your use of the Visa Solution. If you do not terminate your use of the Visa Solution before such change takes effect, you will be deemed to have accepted the change notified.

All electronic communications from us to you will be deemed received by you in accordance with the provisions of the Bulgarian Electronic Document and Electronic Trust Services Act and other applicable legislation.

You may choose to use the Visa Solution on any device that can be used to perform an e-commerce transaction, and where the merchant you are interacting with supports the Visa Solution. In addition, you may choose to verify your Visa Solution



transaction on your personal device by using Passkeys where the device, platform and/or web browser supports Passkeys, you have enabled Passkeys on your device, and where use of Passkeys is made available by Visa.

If Visa has been unable to resolve a complaint made by you, you may refer your complaint for alternative dispute resolution before the General Conciliation Commission to the Bulgarian Consumer Protection Commission (for more information please refer to the website of the Consumer Protection Commission – [www.kzp.bg](http://www.kzp.bg)). You can also submit a complaint through the ODR platform provided by the European Commission at: <https://ec.europa.eu/consumers/odr/>.

**v. Canada Residents Only (Quebec):**

**Language/Langue.** The Parties confirm having requested and agreed that this Agreement and all related documents, including all notices and communications, be drawn up in the English language only. *Les parties confirment avoir requis et consenti à ce que cette convention et tous les documents qui s’y rattachent, incluant tous les avis et communications, soient rédigés en langue anglaise seulement.*

**vi. Croatia Residents Only**

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge.

The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa at any time in accordance with section 16 (Modification of the Visa Solution and these Terms; Termination), which includes your withdrawal rights under applicable laws. Notwithstanding section 16, you or Visa may terminate these Terms by providing the other with notice of termination (“obavijest o otkazu”). The Terms will terminate upon the expiration of one (1) month from the date of delivery of the notice.

You may choose to use the Visa Solution on any device that can be used to perform an e-commerce transaction, and where the merchant you are interacting with supports the Visa Solution. In addition, you may choose to verify your Visa Solution transaction on your personal device by using Passkeys where the device, platform and/or web browser supports Passkeys, you have enabled Passkeys on your device, and where use of Passkeys is made available by Visa.

Any Visa credit, debit and reloadable prepaid card(s) that can be used for e-commerce purchases and is attributed to a single person can be used with the Visa Solution.

Where Visa acts as an SRC Initiator (i.e. where Visa handles the checkout or payment parts of an e-commerce site on behalf of a merchant) for other schemes (like Mastercard or American Express), cards from these schemes are also eligible for use within the Visa Solution.



You hereby provide explicit consent that Visa may transfer these Terms, and the rights and obligations hereunder, to any third party. Such transfer will be effective when you are notified about the transfer.

You have the right to file a complaint to Visa regarding the Visa Solution by using the contact information provided below. Visa will promptly confirm receipt of your complaint, and within fifteen (15) days of receiving the complaint, will clearly state what action has been taken to address the complaint. If Visa has been unable to solve your complaint, you may submit your complaint in any official language of the European Union through the ODR platform provided by the European Commission: <https://ec.europa.eu/consumers/odr/>. The complaint will then be forwarded to your local dispute resolution bodies.

**vii. Czech Republic Residents Only**

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge. The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa and can be terminated at any time.

You have the right to file a complaint to Visa regarding the Visa Solution by using the contact information provided below. Visa will handle the complaint confidentially. Visa will promptly confirm receipt of your complaint, and within thirty (30) days of receiving the complaint, will clearly state what action has been taken to address the complaint. If Visa was unable to resolve your complaint, you may refer your complaint to Česká obchodní inspekce (“ČOI”). You can submit your complaint in any official language of the European Union through the ODR platform provided by the European Commission: <https://ec.europa.eu/consumers/odr/>. The complaint will then be forwarded to ČOI. You may also contact ČOI in the Czech Republic by postal mail or personally: Česká obchodní inspekce, Ústřední inspektorát – oddělení ADR, Štěpánská 44, 110 00 Praha 1, Email: [adr@coi.cz](mailto:adr@coi.cz). More information can be found on ČOI’s website: <https://www.coi.cz>.

**viii. Residents of the People’s Republic of China (excluding Hong Kong Special Administration Region, Macau Special Administration Region and Taiwan) Only**

You acknowledge that the Visa Solution is only available for use by you in cross-border foreign currency transactions with merchants outside of the Mainland of the People’s Republic of China. Any merchants in the Mainland of the People’s Republic of China offering the Visa Solution are only authorised to do so for non-residents of the Mainland of the People’s Republic of China.

**ix. Estonia Residents Only**

The following provisions in this section apply to consumers who are resident in Estonia and take precedence over the general provisions in sections 1 to 17.i.



You may choose to use the Visa Solution on any device that can be used to perform an e-commerce transaction, and where the merchant you are interacting with supports the Visa Solution. In addition, you may choose to authenticate your Visa Solution transaction on your personal device by using Passkeys where the device, platform and/or web browser supports Passkeys, you have enabled Passkeys on your device, and where use of Passkeys is made available by Visa.

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge. The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa, and it can be terminated at any time.

Notwithstanding the paragraphs on modification in section 16 (Modification of the Visa Solution and these Terms; Termination) above, Visa may, at its sole discretion, change, modify and/or make improvements to any or all aspects of the Visa Solution and/or these Terms with or without notice to you in the following circumstances:

- a) due to reasons beyond Visa's control which make Visa unable to provide the Visa Solution or any part thereof;
- b) to comply with a change in applicable laws;
- c) where it is necessary to comply with contractual or statutory obligations applicable to Visa including without limitation where a contractual partner, public authority, court, European Union court or institution imposes obligations on Visa that have an impact on the contents of these Terms and/or the Visa Solution;
- d) where Visa decides to change the functionality or technical performance of the Visa Solution for standard business purposes including without limitation introducing additional functionality, security and technical enhancements, bug fixes, enhancing resilience, improving the performance of the Visa Solution, improving the user flow and the removal of certain features which no longer add value to consumers; and/or
- e) where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it.

Where the reason for modification is not set out above, Visa shall provide reasonable advance notice before the effective date of the given modification. If you do not agree to the modification of the Visa Solution or these Terms, you are entitled to terminate the contract at any time.

Notwithstanding the paragraphs on termination in section 16 (Modification of the Visa Solution and these Terms; Termination) above, the following will apply for residents of Estonia:



Visa may, in its sole discretion, terminate, suspend and/or discontinue any or all aspects of the Visa Solution and/or these Terms with or without notice to you in the following circumstances:

- a) due to reasons beyond Visa's control which make Visa unable to provide the Visa Solution or any part thereof;
- b) to comply with a change in applicable laws;
- c) where it is necessary to comply with contractual or statutory obligations applicable to Visa including without limitation where a contractual partner, public authority, court, European Union court or institution imposes obligations on Visa that have an impact on the contents of these Terms and/or the Visa Solution;
- d) where you breach the Terms;
- e) where Visa suspects fraud or illegal, unauthorised or improper conduct including without limitation where you provide Visa with incomplete, inaccurate or untrue information and/or as indicated by Visa's fraud monitoring tools;
- f) where Visa's security systems observe suspicious behaviour on your Visa Solution account; and/or
- g) as a result of sanctions screening.

Where Visa terminates, suspends or discontinues the Visa Solution and/or these Terms for any other reason, Visa shall provide reasonable advance notice before the effective date of such termination.

Should the Visa Solution fail to adhere to these Terms, you may rely on the legal remedies provided by law to the extent that you have not agreed to any lawful limitations on such remedies by entering into these Terms. You may submit a complaint to the Estonian Consumer Protection and Technical Regulatory Authority, the contact details of which can be found at <https://ttja.ee/kontakt>. You may also submit a claim through the ODR platform provided by the European Commission at: <https://ec.europa.eu/consumers/odr/>.

#### **x. Germany Residents Only**

The following shall be added to the end of section 17.H. (Dispute Resolution & Governing Law) for residents of Germany:

The European Commission provides for the possibility of resolving disputes through its Online Dispute Resolution ("ODR") platform. The ODR platform can be accessed through the following link: <https://ec.europa.eu/consumers/odr/>. Visa is not obliged or willing to participate in such dispute resolution proceedings.

Notwithstanding the paragraphs on limitation of liability in section 13 (Disclaimer of Warranties and Limitation of Liability) above or any other statements regarding Visa's limitation of liability, the following will apply for residents of Germany:





VISA'S CONTRACTUAL AND STATUTORY LIABILITY FOR DAMAGES CAUSED BY SLIGHT NEGLIGENCE SHALL, IRRESPECTIVE OF ITS LEGAL GROUND, BE LIMITED AS FOLLOWS:

- a) VISA SHALL BE LIABLE UP TO THE AMOUNT OF THE FORESEEABLE DAMAGES TYPICAL FOR THIS TYPE OF CONTRACT DUE TO A BREACH OF MATERIAL CONTRACTUAL OBLIGATIONS;
- b) VISA SHALL NOT BE LIABLE DUE TO A BREACH OF ANY NON-MATERIAL CONTRACTUAL OBLIGATIONS AND NOR FOR THE SLIGHTLY NEGLIGENT BREACH OF ANY OTHER APPLICABLE DUTY OF CARE APPLICABLE.

THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL NOT APPLY TO ANY MANDATORY STATUTORY LIABILITY, IN PARTICULAR TO LIABILITY UNDER THE GERMAN PRODUCT LIABILITY ACT (PRODUKTHAFTUNGSGESETZ), AND LIABILITY FOR CULPABLY CAUSED PERSONAL INJURIES. IN ADDITION, SUCH LIMITATIONS OF LIABILITY SHALL NOT APPLY IF AND TO THE EXTENT THAT VISA HAS ASSUMED A SPECIFIC GUARANTEE.

SUB-SECTIONS (a) AND (b) SHALL APPLY ACCORDINGLY TO VISA'S LIABILITY FOR FUTILE EXPENSES.

YOU SHALL BE OBLIGED TO TAKE ADEQUATE MEASURES TO AVERT AND REDUCE DAMAGES.

**xi. Hungary Residents Only**

Notwithstanding the paragraphs on modification in section 16 (Modification of the Visa Solution and these Terms; Termination) above, the following will apply for residents of Hungary:

Visa may, at its sole discretion, change or modify these Terms with or without notice to you in the following circumstances:

- a) due to reasons beyond Visa's control that make Visa unable to provide the Visa Solution or any part thereof;
- b) to comply with a change in applicable laws;
- c) where a public authority, court, European Union court or institution imposes obligations on Visa that have a direct impact on the contents of these Terms and/or the Visa Solution;
- d) where a change benefits you including without limitation the introduction of additional functionality, security and technical enhancements, bug fixes, enhancing resilience, improving the performance of the Visa Solution, improving the user flow and the removal of certain features that no longer add value to consumers; and/or
- e) where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it.



If the above modifications are disadvantageous to you, Visa shall inform you a minimum of eight (8) days before the effective date of the given modification. If you do not agree to the modification of these Terms, you are entitled to terminate the contract at any time.

Notwithstanding the paragraphs on termination in section 16 (Modification of the Visa Solution and these Terms; Termination) above, the following will apply for residents of Hungary:

Visa may, at its sole discretion, terminate, suspend and/or discontinue any or all aspects of the Visa Solution and/or these Terms with or without notice to you in the following circumstances:

- a)** due to reasons beyond Visa's control that make Visa unable to provide the Visa Solution or any part thereof;
- b)** to comply with a change in applicable laws;
- c)** where a public authority, court, European Union court or institution imposes obligations on Visa that have a direct impact on the contents of these Terms and/or the Visa Solution;
- d)** where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it;
- e)** where Visa decides to cease providing the Visa Solution in Hungary;
- f)** where the same or a similar solution is offered by your Issuer or such other Visa partner;
- g)** where you breach the Terms;
- h)** where Visa suspects fraud or illegal, unauthorised or improper conduct including without limitation where you provide Visa with incomplete, inaccurate or untrue information and/or as indicated by Visa's fraud monitoring tools;
- i)** where Visa's security systems observe suspicious behaviour on your Visa Solution account; and/or
- j)** as a result of sanctions screening.

If you have any complaints regarding the Visa Solution, you are entitled to submit them to the Budapest Conciliation Body (postal address: H-1253 Budapest, POB 10; email: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu); for online submission: <https://uj.bekeltetes.hu/publikus/online-ugy-inditas>; seat: H-1016 Budapest, Krisztina krt. 99. I. em. 111; telephone: +36 (1) 488 21 31; website for more information: <https://bekeltet.bkik.hu>).

You can submit your complaint in any official language of the European Union through the ODR platform provided by the European Commission: <https://ec.europa.eu/consumers/odr/>.



You can also submit your complaint to the consumer protection authority having competence based on your home address in Hungary. If you do not have a home address in Hungary, the competent authority is the Budapest consumer protection authority (seat and postal address: H-1117 Budapest, Prielle Kornélia u. 4/b; email: fogyved\_kmf\_budapest@bfkh.gov.hu; phone: 06 (1) 450 25 98).

The language of the contract based on these Terms shall be Hungarian.

The contract based on these Terms cannot be considered a written contract.

The text of these Terms marked with capital letters and/or marked by bold differ from the legal provisions and the standard contractual practices. By using the Services, you also accept these Terms.

## **xii. Iceland Residents Only**

You have the right to file a complaint to Visa regarding the Visa Solution by using the details provided in the Contact Us section below. Visa will handle the complaint confidentially. Visa will promptly confirm the receipt of your complaint and within thirty (30) days of receiving the complaint, will clearly state what action was taken to address the complaint.

You may choose to use the Visa Solution on any device that can be used to perform an e-commerce transaction, and where the merchant you are interacting with supports the Visa Solution. In addition, you may choose to use Passkeys where the device, platform and/or web browser supports Passkeys, you have enabled Passkeys on your device, and where use of Passkeys is made available to Visa.

Visa may, in its sole discretion, change or modify these Terms or the Visa Solution with or without notice to you in the following circumstances:

- a) due to reasons beyond Visa's control which make Visa unable to provide the Visa Solution or any part thereof;
- b) to comply with a change in applicable laws;
- c) where a public authority, court, European Union court or institution imposes obligations on Visa that have a direct impact on these Terms and/or the Visa Solution;
- d) where a change benefits you including without limitation the introduction of additional functionality, security and technical enhancements, bug fixes, enhancing resilience, improving the performance of the Visa Solution, improving the user flow and the removal of certain features which no longer add value to consumers;
- e) where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it; and/or
- f) where the change is not material.



For any other modification to the Terms and/or Visa Solution, Visa shall notify you of such change a minimum of one (1) month in advance of such change taking effect. If you do not wish to accept the change, you may terminate your use of the Visa Solution. If you do not terminate your use of the Visa Solution before such change takes effect, you will be deemed to have accepted the change notified.

**xiii. India Residents Only**

The Visa Solution is offered in India by Visa Worldwide Pte. Limited.

**xiv. Latvia Residents Only**

The following provisions in this section apply to consumers who are resident in Latvia and take precedence over the general provisions in sections 1 to 17.i.

You may choose to use the Visa Solution on any device that can be used to perform an e-commerce transaction, and where the merchant you are interacting with supports the Visa Solution. In addition, you may choose to authenticate your Visa Solution transaction on your personal device by using Passkeys where the device, platform and/or web browser supports Passkeys, you have enabled Passkeys on your device, and where use of Passkeys is made available by Visa.

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge. The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa, and it can be terminated at any time.

Should the Visa Solution fail to adhere to these Terms, you may rely on the legal remedies provided by law.

If you are a consumer in Latvia you may bring a claim to the out-of-court Dispute Resolution Committee (Patērētāju ārpustiesas strīdu risināšanas komisija) (website: <https://www.ptac.gov.lv/lv/pateretaju-stridu-risinasanas-komisija>), or by filling in the request form on the ODR platform (website: <https://ec.europa.eu/odr/>).

**xv. Lithuania Residents Only**

The following provisions in this section apply to consumers who are resident in Lithuania and take precedence over the general provisions in sections 1 to 17.i.

You may choose to use the Visa Solution on any device that can be used to perform an e-commerce transaction, and where the merchant you are interacting with supports the Visa Solution. In addition, you may choose to authenticate your Visa Solution



transaction on your personal device by using Passkeys where the device, platform and/or web browser supports Passkeys, you have enabled Passkeys on your device, and where use of Passkeys is made available by Visa.

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge. The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa at any time in accordance with section 16 (Modification of the Visa Solution and these Terms; Termination), which includes your withdrawal rights under applicable law.

Notwithstanding the paragraphs on modification in section 16 (Modification of the Visa Solution and these Terms; Termination) above, Visa may, at its sole discretion, change, modify and/or make improvements to any or all aspects of the Visa Solution and/or these Terms with or without notice to you in the following circumstances:

- a) due to reasons beyond Visa's control which make Visa unable to provide the Visa Solution or any part thereof;
- b) to comply with a change in applicable laws;
- c) where it is necessary to comply with contractual or statutory obligations applicable to Visa including without limitation where a contractual partner, a public authority, court, European Union court or institution imposes obligations on Visa that have an impact on the contents of these Terms and/or the Visa Solution;
- d) where Visa decides to change the functionality or technical performance of the Visa Solution for standard business purposes including without limitation introducing additional functionality, security and technical enhancements, bug fixes, enhancing resilience, improving the performance of the Visa Solution, improving the user flow and the removal of certain features which no longer add value to consumers; and/or
- e) where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it.

Where the reason for modification is not set out above, Visa shall provide reasonable advance notice before the effective date of the given modification. If you do not agree to the modification of the Visa Solution or these Terms, you are entitled to terminate the contract at any time.

Notwithstanding the paragraphs on termination in section 16 (Modification of the Visa Solution and these Terms; Termination) above, the following will apply for residents of Lithuania:



Visa may, in its sole discretion, terminate, suspend and/or discontinue any or all aspects of the Visa Solution and/or these Terms with or without notice to you in the following circumstances:

- a) due to reasons beyond Visa's control which make Visa unable to provide the Visa Solution or any part thereof;
- b) to comply with a change in applicable laws;
- c) where it is necessary to comply with obligations applicable to Visa including without limitation where a public authority, court, European Union court or institution imposes obligations on Visa that have an impact on the contents of these Terms and/or the Visa Solution;
- d) where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it;
- e) where Visa decides to cease providing the Visa Solution in Lithuania;
- f) where the same or a similar solution is offered by your Issuer or such other Visa partner;
- g) where you breach the Terms;
- h) where Visa suspects fraud or illegal, unauthorised or improper conduct including without limitation where you provide Visa with incomplete, inaccurate or untrue information and/or as indicated by Visa's fraud monitoring tools;
- i) where Visa's security systems observe suspicious behaviour on your Visa Solution account; and/or
- j) as a result of sanctions screening.

Where Visa terminates, suspends or discontinues the Visa Solution and/or these Terms for any other reason, Visa shall provide reasonable advance notice before the effective date of such termination.

Should the Visa Solution fail to adhere to these Terms, you may rely on the legal remedies provided by law to the extent that you have not agreed to any lawful limitations on such remedies by entering into these Terms. If you are a consumer in Lithuania you may bring a claim to the State Consumer Rights Protection Authority (Vilnius g. 25, LT-01402 Vilnius, Lithuania; <https://www.vvtat.lt/>), or by filling in the request form on the ODR platform (website: <https://ec.europa.eu/odr/>).

#### **xvi. Luxembourg Residents Only**

The Visa Solution is offered to you free of charge.

#### **xvii. Malta Residents Only**

The Visa Solution is subject to, and must, for the entire period that the Visa Solution is offered to you, comply with the requirements of conformity as set out in Directive (EU) 2019/770 and transposed into Maltese laws through the Digital Content and Digital Services Contracts Regulations (Subsidiary Legislation 378.20).

Notwithstanding the paragraphs on modification in section 16 (Modification of the Visa Solution and these Terms; Termination) above, the following will apply for residents of Malta:

Visa may, at its sole discretion, change, modify and/or make improvements to any or all aspects of the Visa Solution and/or these Terms with or without notice to you in the following circumstances:

- a)** due to reasons beyond Visa's control that make Visa unable to provide the Visa Solution or any part thereof;
- b)** to comply with a change in applicable laws;
- c)** where a public authority, court, European Union court or institution imposes obligations on Visa that have a direct impact on the contents of these Terms and/or the Visa Solution;
- d)** where a change benefits you, including without limitation the introduction of additional functionality, security and technical enhancements, bug fixes, enhancing resilience, improving the performance of the Visa Solution, improving the user flow and the removal of certain features that no longer add value to consumers;
- e)** where it is no longer economically viable for Visa to offer the Visa Solution or certain functionality contained within it; and/or
- f)** where Visa decides to cease providing the Visa Solution or any part thereof in Malta.

Notwithstanding the paragraphs on termination in section 16 above, Visa may terminate, discontinue and/or suspend any or all aspects of the Visa Solution and/or these Terms at its sole discretion by providing you with a minimum of one (1) month's notice, unless there exist any serious grounds for immediate termination outlined in the list below, in which case Visa may terminate without prior notice, namely:

- a)** due to reasons beyond Visa's control that make Visa unable to provide the Visa Solution or any part thereof;
- b)** to comply with a change in applicable laws;
- c)** where a public authority, court, European Union court or institution imposes obligations on Visa that have a direct impact on the contents of these Terms and/or the Visa Solution;
- d)** where it is no longer economically viable for Visa to offer the Visa Solution;
- e)** where Visa decides to cease providing the Visa Solution in Malta;





- f) where the same or a similar solution is offered by your Issuer or such other Visa partner;
- g) where you breach the Terms;
- h) where Visa suspects fraud or illegal, unauthorised or improper conduct including without limitation where you provide Visa with incomplete, inaccurate or untrue information;
- i) where Visa's security tools observe suspicious behaviour on your Visa Solution account; and/or
- j) as a result of sanctions screening.

### **xviii. Poland Residents Only**

If you are a resident of Poland and you signed up after 2 August 2024, the following provisions apply to you instead of the respectively numbered sections above:

#### **PREAMBLE:**

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING VISA SOLUTION TERMS OF SERVICE ("TERMS"). BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THEM.

The Visa Solution is subject to cardholder eligibility. Where your Issuer provides Click to Pay in relation to any Eligible Card(s), it means Visa does not provide the Visa Solution in relation to such Eligible Card(s). Consequently, you understand that where your Issuer provides Click to Pay in relation to any Eligible Card(s), you are not eligible for the Visa Solution with regard to such Eligible Card(s).

If your Issuer commences providing Click to Pay in relation to any Eligible Card(s) during the term of this contract and:

- a) you enrol in the Click to Pay service offered by your Issuer in relation to your Eligible Card(s), it means Visa is not providing the Visa Solution for such Eligible Card(s) anymore; in such a case, Visa will notify you thereof and either (i) ask for your consent for the assignment of these Terms under clause 17.i below, or (ii) terminate these Terms by giving you at least thirty (30) days' notice;
- b) you do not enrol in the Click to Pay service offered by your Issuer in relation to your Eligible Card(s), Visa will continue providing the Visa Solution for such Eligible Card(s) to you.



Visa may co-ordinate with your Issuer (including by sharing information you have provided to register for the Visa Solution) to ensure you receive appropriate and streamlined services. If you are ineligible for the Visa Solution, you understand that acknowledgement and confirmation of these Terms does not create an agreement with Visa and the remaining Terms shall not apply. Capitalised terms are as defined in these Terms.

### **1. The Visa Solution**

This provision is fully applicable to you, with the following paragraph replacing the sixth paragraph from the respective section above:

When you use the Visa Solution, we will transmit your Card Details to the merchant, or other applicable third party, in order to allow them to process the transaction. Visa may generate a numerical surrogate of your Visa Eligible Card payment account number (a token) to be used in order to help protect your Eligible Cards. You agree that the merchant or other applicable third party can transmit information about the transaction to the applicable network for your Eligible Card and that your transaction will be paid for using the Eligible Card you have selected. You acknowledge that the Card Details stored or provided through use of the Visa Solution are provided by you or, in certain jurisdictions, on your behalf by your Issuer or a merchant or third party, and contain personal financial information. You may only use Eligible Cards in connection with the Visa Solution if your Issuer regards you as the cardholder or authorised user and your name is shown on the Eligible Card. You are obliged to provide and maintain complete and accurate the Card Details and other information you store with the Visa Solution or provide through use of the Visa Solution. You must only use valid email addresses and phone numbers owned or controlled by you. Although Visa may perform certain validation checks for Card Details for Visa cards, Visa is not responsible for the accuracy of Card Details or the other information you provide, including whether Card Details are current and up-to-date.

### **2. Important Notice About Your Transactions**

This provision is fully applicable to you, along with the following paragraph added at the end of this section:

VISA MAY RESOLVE ISSUES CONNECTED WITH THE USE OR FUNCTIONING OF THE VISA SOLUTION AND NOT WITH THE TRANSACTION MADE WITH THE MERCHANT.

### **3. Service Terms**

This provision does not apply to you.



#### **4. Eligibility**

This provision is fully applicable to you, with the following point replacing point (iv) from the respective section above:

(iv) the cardholder or authorised user of one or more Eligible Cards, and whose account related to the Eligible Card has not been closed or suspended by their bank.

#### **5. Registration and Security**

This provision is fully applicable to you apart from the second to last paragraph in the respective section above, which does not apply to you, and with the following paragraph replacing the fourth paragraph from the respective section above:

As a part of your registration, you are required to establish a username and in some markets may be required to establish a password. These pieces of data are used to authenticate you when you use the Visa Solution. If you are required to establish a password, for your protection, you should choose a password that is unique to the Visa Solution, and memorise your username and password and not keep a record of your password on or with your personal computer, tablet, mobile device or other device used to access the Visa Solution. You are responsible for protecting the confidentiality of your username and password(s), if any. In addition, if you choose to be remembered on your device or browser, or link your use of the Visa Solution with a digital wallet, on one or more device(s), you are responsible for protecting the safety of and access to such device(s). It is important that you do so, since Visa is not responsible for any losses you incur because of unauthorised use of your Eligible Card unless it is caused by circumstances for which Visa is responsible pursuant to the Civil Code. You agree to notify Visa immediately of any unauthorised use of your username, password, if applicable, or Eligible Card in the Visa Solution, or if your device(s) on which you've chosen to be remembered, or linked your use of the Visa Solution with a digital wallet, has (have) been lost or stolen or otherwise suffered unauthorised access, or any other actual or potential security breach relating to your use of the Visa Solution. In case of unauthorised use or disclosure of your authentication details and/or Eligible Card in the Visa Solution, Visa may remove your Eligible Cards from, or suspend or terminate your use of, the Visa Solution. Visa will inform you of the suspension or termination of your use of the Visa Solution and in such notice, Visa will state the reasons thereof. If you have a password, Visa may remind you to change it.

#### **10. Licence Grant**

Visa grants to you a limited, revocable, non-exclusive, non-sublicensable and otherwise non-transferable licence to use the Visa Solution in accordance with these



Terms for so long as you are registered in the Visa Solution. Notwithstanding the foregoing, the licence ends in any case when the agreement constituted by these Terms ends. All rights not expressly granted to you are reserved by Visa, its Affiliates or their licensors.

## **11. Feedback and Complaints**

If you submit feedback or suggestions on how to improve the Visa Solution, we may use your feedback or suggestions without obligation to you. For the avoidance of doubt, this paragraph does not relate to consumer complaints, which is set out immediately below.

You have the right to file a complaint to Visa regarding the Visa Solution by using the contact information provided below. Visa will promptly, not later than within two (2) days, confirm receipt of your complaint, and within fourteen (14) days of receiving the complaint will respond to your complaint in writing or by email and clearly state what action has been taken to address the complaint. If Visa has been unable to resolve your complaint, you may submit your complaint in any official language of the European Union through the ODR platform provided by the European Commission: <https://ec.europa.eu/consumers/odr/>. The complaint will then be forwarded to your local dispute resolution bodies.

## **13. Disclaimer of Warranties and Limitation of Liability**

VISA SHALL BE LIABLE FOR NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THIS AGREEMENT, UNLESS THE NON-PERFORMANCE OR IMPROPER PERFORMANCE IS A CONSEQUENCE OF CIRCUMSTANCES FOR WHICH VISA IS NOT RESPONSIBLE (PURSUANT TO ARTICLE 471 OF THE CIVIL CODE). THIS ALSO APPLIES TO: (I) YOUR USE OF OR INABILITY TO USE THE VISA SOLUTION FOR ANY REASON, INCLUDING REFUSAL OF YOUR ISSUER TO AUTHORISE, OR A MERCHANT TO ACCEPT, A TRANSACTION; (II) ANY GOODS, SERVICES OR INFORMATION PURCHASED OR RECEIVED IN CONNECTION WITH THE VISA SOLUTION, INCLUDING YOUR FAILURE TO RECEIVE OR INABILITY TO RETURN SUCH GOODS, SERVICES OR INFORMATION; (III) DISPUTES BETWEEN YOU AND A MERCHANT; (IV) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN ANY INFORMATION PROVIDED THROUGH THE VISA SOLUTION, THAT IS PROVIDED BY YOUR ISSUER OR OTHER THIRD PARTIES; (V) UNAUTHORISED ACCESS TO, OR ALTERATION OR LOSS OF, YOUR TRANSMISSIONS, DATA OR OTHER INFORMATION THAT IS COLLECTED, STORED OR SENT IN CONNECTION WITH THE VISA SOLUTION; OR (VI) ANY OTHER USE BY YOU OF THE VISA SOLUTION. IN



ADDITION, VISA SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THESE TERMS DUE TO A FORCE MAJEURE EVENT.

NOTHING IN THESE TERMS EXCLUDES THE VISA PARTIES' LIABILITY FOR ANY EVENTS FOR WHICH VISA IS LIABLE IN ACCORDANCE WITH THE PROVISIONS OF THE CIVIL CODE.

#### **14. No Endorsements; Disputes with Merchants**

Unless it is caused by circumstances for which Visa is responsible pursuant to the Civil Code, Visa does not endorse or sponsor, and is not responsible for: (i) Issuers or operators of payment networks or digital wallets or other third parties that help facilitate the checkout experience or that you may use in connection with the Visa Solution; (ii) the goods or services purchased or transactions made in connection with the Visa Solution; (iii) honouring or fulfilling goods or services purchased or transactions made in connection with the Visa Solution; and (iv) the merchants whose goods or services may be purchased or with whom a transaction is made in connection with the Visa Solution.

#### **15. Third-Party Websites, Content and Resources**

The Visa Solution may be accessible via third parties that help facilitate the transaction experience, including their websites, domains or applications, and may permit you to link to or access direct connections to such third parties or third party websites, content and resources, including social media. You acknowledge that Visa has no control over, and does not necessarily agree with the views, opinions or contents of any such third parties or their websites, domains, applications, content or resources, which are made available by companies or persons other than Visa. Unless it is caused by circumstances for which Visa is responsible pursuant to the Civil Code, you acknowledge and agree that Visa is not responsible for the availability of any such websites, domains, applications, content or resources. Unless it is caused by circumstances for which Visa is responsible pursuant to the Civil Code, you further acknowledge that Visa is not liable to you for any loss or damage that may be incurred by you as a result of these third parties including third-party websites, domains, applications, content or resources, including losses or damages suffered in connection with purchases processed through the Visa Solution.

#### **16. Modification of the Visa Solution and these Terms; Termination**

Visa may terminate, suspend or discontinue the Visa Solution in the following circumstances, temporarily or permanently, by giving you at least thirty (30) days' notice:



- (i) where Visa decides to cease providing the Visa Solution in Poland; and/or
- (ii) due to reasons beyond Visa's control that make Visa unable to provide the Visa Solution.

Visa will inform you about the termination, suspension or discontinuance of the Visa Solution, indicating the reasons thereof.

Visa may change these Terms or the Visa Solution for the following reasons:

- (i) an amendment of the law that results in an obligation to change these Terms or the Visa Solution;
- (ii) public authorities, courts, European Union courts or institutions imposing upon Visa obligations that have a direct impact on the contents of these Terms; this would not, however, concern any change of the provisions that are unfair for consumers under Article 385(1) § 1 of the Act of 23 April 1964. - Civil Code;
- (iii) to introduce new, additional functionality to the Visa Solution;
- (iv) to make technical enhancements to the functioning of the Visa Solution; and/or
- (v) to introduce security enhancements, including new personal data protections.

In case of a change to the Terms under this section, Visa will only add, delete or amend the relevant provisions of the Terms in connection with the reason that served as the basis for change, and only to the extent necessary to introduce the proposed change.

Visa will provide you with thirty (30) days' prior notice by email of upcoming changes. The notification will state the reason and grounds for introducing the change. If you do not accept the changes, you will have the right to terminate your use of the Visa Solution at any time.

Apart from the changes indicated in the paragraph above, Visa may change and/or modify any aspect of the Visa Solution and/or these Terms, temporarily or permanently, including the availability of any portion of the Visa Solution with your express consent by providing you with a minimum of thirty (30) days' notice prior to carrying out the above activity. In such a notification message, Visa will indicate the scope of the proposed changes, the date of their implementation and the request for you to agree to them. If you do not agree to such change and/or modifications, Visa will terminate your use of the Visa Solution.



Notwithstanding any contrary provisions set out in these Terms, Visa may suspend, discontinue or terminate your access to or use of the Visa Solution at any time, immediately if you violate section 12 of these Terms (“User Conduct”). Visa will inform you of the suspension, discontinuance or termination of your use of or access to the Visa Solution and in such a notice Visa will state the reasons thereof. Upon termination, you remain liable for all payments and other obligations you have incurred under these Terms.

You may terminate your use of the Visa Solution at any time, including if you are not happy with changes we make to the Terms. You can deregister from the Visa Solution by following the instructions in the Customer Support section of the Visa Solution website. [If you sign up for the Visa Solution via your Issuer or other Visa partner, you shall terminate your then-current use of the Visa Solution provided under these Terms. Lack of such termination constitutes ground for Visa to terminate your use of the Visa Solution provided under these Terms. Visa will notify you of the termination and its grounds.]

#### **17.a. Notices**

This provision is fully applicable to you, with the following paragraph replacing the first paragraph from the respective section above:

You agree that Visa may provide you with notices and other disclosures in connection with the Visa Solution by email, postings on the Website or other forms of electronic communications. All information required by law will be provided on a durable medium.

#### **17.e. Interpretation**

Words such as “hereof”, “herein”, and “hereunder” shall mean and refer to all these Terms, rather than to any specific section or part of them. The term “including” shall mean “including, without limitation”. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

#### **17.g. Indemnification**

This provision does not apply to you.

#### **17.i. Assignment**

You may not assign these Terms, by operation of law or otherwise, without Visa’s prior written consent. Should these Terms, along with the rights and obligations





contained herein, be assigned to third parties, Visa will provide you with a minimum of fourteen (14) days' notice. Failure to obtain express consent from you within the specified period will result in Visa's termination of these Terms.

**xix. Portugal Residents Only**

Regarding the provisions on liability in Section 13 above, or any other statements regarding Visa's limitation of liability, the following specifications will apply for residents of Portugal:

VISA PARTIES' LIABILITY FOR DAMAGES, CLAIMS OR LOSSES SHALL NOT BE EXCLUDED WHEN CAUSED BY WILFUL DEFAULT.

VISA PARTIES DOES NOT MAKE A GENERAL EXCLUSION OR LIMITATION OF ITS LIABILITY FOR ALL DAMAGES, CLAIMS OR LOSSES INCURRED. VISA'S LIABILITY SHALL NOT BE EXCLUDED OR LIMITED, DIRECTLY OR INDIRECTLY, IN RESPECT OF: (I) DAMAGE CAUSED TO THE LIFE, MORAL OR PHYSICAL INTEGRITY OR HEALTH OF INDIVIDUALS; (II) NON-CONTRACTUAL PROPERTY DAMAGE; (III) DEFINITIVE NON-FULFILMENT, DELAY OR DEFECTIVE FULFILMENT, IN THE EVENT OF WILFUL MISCONDUCT OR SERIOUS FAULT; (IV) ACTS OF REPRESENTATIVES OR ASSISTANTS, IN THE EVENT OF WILFUL MISCONDUCT OR SERIOUS FAULT.

Visa will notify you via email of any material changes to these Terms a minimum of one (1) month in advance of such change taking effect. If you do not wish to accept the change, you may terminate your use of the Visa Solution. If you do not terminate your use of the Visa Solution before such change takes effect, you will be deemed to have accepted the change notified.

Notwithstanding the paragraphs on termination in section 16 above, Visa may terminate, discontinue and/or suspend any or all aspects of the Visa Solution and/or these Terms at its sole discretion by providing you with a minimum of fourteen (14) days' notice, unless there exist any serious grounds for immediate termination outlined in the list below, in which case Visa may terminate without prior notice, namely:

- a) due to reasons beyond Visa's control which make Visa unable to provide the Visa Solution or any part thereof;
- b) to comply with a change in applicable laws;
- c) where a public authority, court, European Union court or institution imposes obligations on Visa that have a direct impact on the contents of these Terms and/or the Visa Solution;
- d) where it is no longer economically viable for Visa to offer the Visa Solution;
- e) where Visa decides to cease providing the Visa Solution in Portugal;

- f) where the same or a similar solution is offered by your Issuer or such other Visa partner;
- g) where you breach the Terms;
- h) where Visa suspects fraud or illegal, unauthorised or improper conduct including without limitation where you provide Visa with incomplete, inaccurate or untrue information;
- i) where Visa's security tools observe suspicious behaviour on your Visa Solution account; and/or
- j) as a result of sanctions screening.

**xx. The Netherlands Residents Only**

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge. The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa at any time in accordance with section 16 (Modification of the Visa Solution and these Terms; Termination), which includes your withdrawal rights under applicable laws. You have the right to file a complaint to Visa regarding the Visa Solution by using the contact information provided below. Visa will handle the complaint confidentially. Visa will promptly confirm receipt of your complaint, and within thirty (30) days of receiving the complaint, will clearly state what action has been taken to address the complaint. You can submit your complaint in any official language of the European Union through the ODR platform provided by the European Commission: <https://ec.europa.eu/consumers/odr/>.

You may choose to use the Visa Solution on any device that can be used to perform an e-commerce transaction, and where the merchant you are interacting with supports the Visa Solution. In addition, you may choose to verify your Visa Solution transaction on your personal device by using Passkeys where the device, platform and/or web browser supports Passkeys, you have enabled Passkeys on your device, and where use of Passkeys is made available by Visa.

Visa's tax identification number is 94-1721694.

**xxi. Romania Residents Only**

Subject to section 7 (Charges, Fees and Taxes), the Visa Solution is free of charge. The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa and can be terminated by you or Visa at any time in accordance with section 16 (Modification of the Visa Solution and these Terms; Termination), which includes your withdrawal rights under applicable laws, which can be used at any time and in the same manner as specified in section 16.



The following wording shall be added at the beginning of section 13 (Disclaimer of Warranties and Limitation of Liability):

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW

Notwithstanding the provisions of the first paragraph of section 16 (Modification of the Visa Solution and these Terms; Termination), where Visa decides, at its sole discretion, to terminate, suspend or discontinue the Visa Solution, or to materially change or modify any or all aspects of the Visa Solution, Visa will give you reasonable prior notice of its intention to do so.

The following paragraph shall be added at the end of section 17.H. (Dispute Resolution & Governing Law):

The European Commission provides for the possibility of resolving disputes through its Online Dispute Resolution (“ODR”) platform. The ODR platform can be accessed through the following link: <https://ec.europa.eu/consumers/odr/>.

The following paragraph shall be added at the end of these Terms:

By registering in or activating an Eligible Card for the Visa Solution, and by continuing to use or participate in the Visa Solution, you expressly acknowledge and agree that you have fully read and understood and that you agree to all of the provisions of the Terms, including without limitation the provisions of the following sections: section 1 (The Visa Solution), section 2 (Important Notice About Your Transactions), section 5 (Registration and Security), section 7 (Charges, Fees and Taxes), section 8 (Privacy), section 13 (Disclaimer of Warranties and Limitation of Liability), section 14 (No Endorsements; Disputes with Merchants), section 15 (Third-Party Websites, Content and Resources), section 16 (Modification of the Visa Solution and these Terms; Termination), section 17 (General Terms), paragraphs: a (Notices), g (Indemnification) and h (Dispute Resolution & Governing Law), respectively.

## **xxii. Slovakia Residents Only**

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge. The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa at any time in accordance with section 16 (Modification of the Visa Solution and these Terms; Termination), which includes your withdrawal rights under applicable laws.

You have the right to file a complaint to Visa regarding the Visa Solution by using the contact information provided below. Visa will handle your complaint confidentially. Visa will promptly confirm receipt of your complaint, and within thirty (30) days of receiving the complaint, will clearly state what action has been taken to address the complaint. If Visa was unable to resolve your complaint, you may refer your complaint to the Slovenská obchodná inšpekcia (“SOI”). You can submit your



complaint in any official language of the European Union through the ODR platform provided by the European Commission: <https://ec.europa.eu/consumers/odr/>. The complaint will then be forwarded to the SOI. You may also contact the SOI in Slovakia by postal mail or personally: Slovenská obchodná inšpekcia, Odbor pre medzinárodné vzťahy a alternatívne riešenie spotrebiteľských sporov, Bajkalská 21/A, 827 99 Bratislava, Email: [ars@soi.sk](mailto:ars@soi.sk). More information can be found on the SOI's website:

<https://www.soi.sk/sk/alternativne-riesenie-spotrebiteľských-sporov.soi>.

#### **xxiii. Slovenia Residents Only**

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge.

The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa at any time in accordance with section 16 (Modification of the Visa Solution and these Terms; Termination), which includes your withdrawal rights under applicable laws.

You have the right to file a complaint to Visa regarding the Visa Solution by using the contact information provided below. Visa will handle your complaint confidentially. Visa seeks to resolve disputes amicably. Visa will promptly confirm receipt of your complaint, and within thirty (30) days of receiving the complaint, will clearly state what action has been taken to address the complaint. Visa does not acknowledge any entity as qualified to settle consumer disputes out-of-court that a consumer might initiate under the Act on Out-of-Court Settlement of Consumer Disputes (*Zakon o izvensodnem reševanju potrošniških sporov*). If Visa has been unable to solve your complaint, you may submit your complaint in any official language of the European Union through the ODR platform provided by the European Commission: <https://ec.europa.eu/consumers/odr/>. The complaint will then be forwarded to your local dispute resolution bodies.

You hereby provide explicit consent that Visa may transfer these Terms, and the rights and obligations hereunder, to any third party. Such transfer will be effective when you are notified about the transfer.

#### **xxiv. Spain Residents Only**

Subject to section 7 (Charges, Fees and Taxes) above, the Visa Solution is free of charge. The Visa Solution is available for an indefinite period of time until it is terminated by you or Visa and can be terminated at any time in accordance with section 16 (Modification of the Visa Solution and these Terms; Termination), which includes your withdrawal rights under applicable laws.



The following wording shall be added to the beginning of section 13 (Disclaimers of Warranties and Limitation of Liability) above for residents of Spain:

**TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW**

Notwithstanding the paragraphs on modification and termination in section 16 (Modification of the Visa Solution and these Terms; Termination) above or any other statements regarding modification and termination, the following will apply for residents of Spain:

Where Visa proposes to materially modify, suspend, discontinue or terminate the Visa Solution and/or these Terms, Visa will give you reasonable prior notice of its intention to do so.

The following shall be added to the end of section 17.h (Dispute Resolution & Governing Law) for residents of Spain:

The European Commission allows you to resolve disputes through its Online Dispute Resolution (“ODR”) platform. The ODR platform can be accessed through the following link: <https://ec.europa.eu/consumers/odr/>.

#### **K. Survival.**

Despite termination of these Terms, these Terms continue to apply to any use of the Visa Solution by you prior to termination. Any sections of these Terms that by their nature should survive termination shall so survive any termination of these Terms or your use of the Visa Solution, including without limitation, the Dispute Resolution & Governing Law section.

#### **L. Contact Us.**

If you have any questions or concerns about the Visa Solution, please visit the FAQ section of the Website. If the FAQs do not answer your questions or concerns, you can contact us by post at Visa U.S.A. Inc., Visa Solution, 900 Metro Center Blvd., Foster City, CA 94404-2172, United States, or [contact us](#).

Last Updated: 13 November 2024

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