

Visa Checkout Terms of Service

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING VISA CHECKOUT TERMS OF SERVICE ("TERMS"). VISA CHECKOUT IS THE NEW NAME FOR THE SERVICE PREVIOUSLY KNOWN AS V.ME BY VISA AND YOU MAY CONTINUE TO SEE BOTH NAMES USED FOR A PERIOD OF TIME. YOU HAVE ACKNOWLEDGED THAT YOU UNDERSTAND AND AGREE TO ALL OF THESE TERMS IF YOU HAVE CREATED A VISA CHECKOUT ACCOUNT OR USED VISA CHECKOUT OR HAVE CLICKED AN "I ACCEPT" BUTTON OR AN EQUIVALENT INDICATOR WITH REGARDS TO THE USE OF VISA CHECKOUT, THESE TERMS REPLACE ALL PRIOR TERMS IN RESPECT TO V.ME BY VISA AND VISA CHECKOUT.

1 Visa Checkout And The Visa Checkout Account Service

Visa Checkout is operated by Visa U.S.A. Inc. and its affiliates. As used in these terms, "Visa", "us", "we" or similar pronoun refers to the Visa entity that provides Visa Checkout to you, which depends on where you reside, as set out in Section 19.h below.

As used in these Terms, the term "Visa Checkout" shall mean all of the following: all Visa Checkout features, functionality and services, now available or added in the future, whether available through the Visa Checkout 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 Visa Checkout, and the selection and arrangement thereof (collectively, "Content"); and Visa's hardware, software and networks associated with making Visa Checkout available to you (collectively, the "Visa Checkout System").

Visa Checkout offers you (i) the ability to store account and other related information such as billing and shipping addresses ("Card Details") for your Visa credit, debit and prepaid cards and other cards or payment methods that Visa has decided are eligible to be used with the Visa Checkout Services ("Eligible Cards") to create a Visa Checkout account ("Account"); and (ii) the ability to use the Visa Checkout Service as a method of checkout at merchants that display the Visa Checkout mark.

When you use the Visa Checkout Services as a checkout method, we will transmit certain information to the merchant in order to authenticate you and the Eligible Card for the transaction and allow the merchant to process the transaction. You agree that the merchant 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. While Visa Checkout helps facilitate the transaction, Visa is not a party to the transaction and the purchase or return of goods or services from a merchant in connection with your use of the Services is solely between you and the merchant.

If you require a refund or reversal of any transaction completed using the Services, you must contact the applicable merchant and/or the financial institution or other entity which issued the Eligible Card (each, an "Issuer") 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.

You acknowledge that the Card Details stored in your Account or provided through use of the Services are provided by you and contain personal financial information. You may only use Cards

in connection with Services if your Issuer regards you as the primary or supplementary cardholder and your name is embossed on the Card. You acknowledge and agree that you are solely responsible for the completeness and accuracy of the Card Details and other information you store in your Account or provide through use of the Services. 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. However, you agree that if your Issuer is entitled to provide updated information about your Eligible Cards (such as a new card number or expiry date) to third parties, your Issuer may also provide that information to us. From time to time we may ask you for additional information which you must provide in order to continue to use one or more of the Services.

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

2 Changes To Visa Checkout

Visa may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of Visa Checkout, temporarily or permanently, including the availability of any Service, 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.

3 Service Terms

Certain Services may be subject to additional terms, conditions or policies specific to the Service ("Service Terms"). Applicable Service Terms will be provided to you prior to your use of the Service that requires such additional terms. Unless otherwise expressly noted, all Service Terms are incorporated by reference into these Terms and form part of these Terms. If there is a conflict between these Terms and any Service Terms, the Service Terms will control solely with respect to that Service.

Not all Services may be available to all Accounts or Eligible Cards. Furthermore, Visa may, in its sole discretion, remove Eligible Cards from Accounts or prevent Eligible Cards from being enrolled in an Account, and Visa may also revise at any time the eligibility of specific or general debit and prepaid cards and other cards or payment methods that constitute Eligible Cards.

4 Eligibility

The Visa Checkout Account Service is only available to individuals who are:

(i) residents of one of the following jurisdictions: Argentina, Australia, Brazil, Canada, Chile, China, Colombia, Hong Kong, Malaysia, Mexico, New Zealand, Peru, Singapore, South Africa, the United States (including Puerto Rico), or the United Arab Emirates, as each country is made available;

(ii) of the legal age of majority in their jurisdiction, province or territory of residence; and

(iii) the primary cardholder or authorized user of one or more Eligible Cards, and in good standing with respect to their Eligible Card accounts.

5 Registration And Account Security

If you choose to register for an Account, 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 registration information, including your failure to receive important information and updates about the Services. 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 Account and refuse any and all current or future use of the Services (or any portion thereof) by you.

As a part of your Account registration, you are required to establish a username and password. These pieces of data are used to authenticate you when you use the Services. They act as your signature. For your protection, you should memorize your username, password and responses to your security questions, if any, and not keep notation of them on or with your personal computer, tablet, mobile device or other device used to access the Services. You are responsible for protecting the confidentiality of your username and password. It is important that you do so since we are not responsible for any losses you incur as a result of unauthorized use of your Account and, depending on the circumstances, your Issuer may hold you responsible for unauthorized use of your Eligible Card account. You agree to notify Visa immediately of any unauthorized use of your user name or password, or any other actual or potential security breach relating to your Account.

You are responsible for all use of your Account and for ensuring that use of or access to your Account and use of the Services complies fully with these Terms. You acknowledge and agree that any use of the Services occurring through your username and password shall be deemed to be your actions and that Visa may rely upon such actions.

We regularly review the security measures for the Services. However, we cannot guarantee that information you transmit via the Internet is entirely secure. When you submit information using the Services, you accept that you do so at your own risk.

We do not guarantee that the Services are virus-free or that access to it will be free from interruptions.

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 with your Issuer, these Terms govern as to the relationship between you and Visa solely with respect to Visa Checkout and your Cardholder Agreement with your Issuer governs as to the relationship between you and your Issuer. You are responsible for ensuring that your use of the Services complies with any Cardholder Agreement with your Issuer.

7 Charges, Fees And Taxes

You are solely responsible for acquiring any hardware, devices, software, wireless and Internet access, other items required for you to use or access Visa Checkout, and any associated fees, expenses or other charges. You are also solely responsible for any interest, fees, charges or expenses of the Issuer of any Eligible Cards you are using in connection with the Services and for any taxes or tax reporting obligations in connection with your use of the Services.

8 Social Media And Email

The Visa Checkout Website may include links to popular social media sites that allow you, for example, to "like" Visa Checkout or to post or send messages about your experiences with Visa Checkout. If you choose to use these social media platforms, you are solely responsible for ensuring that your use complies with all applicable laws, rules and regulations, these Terms, and any terms, conditions and restrictions of the particular social media platform.

The Visa Checkout website or mobile site may also provide an option for you to send another person an email about Visa Checkout. If you provide another person's email address to us, you represent and warrant that you have the authority to do so and you expressly authorize us to send the email on your behalf. In addition, the recipient must meet the requirements of Section 4(i) and 4(ii) above. We may elect not to transmit any email to an email address that appears to be on any Visa or other applicable "do not contact" or "do not email" list.

9 Privacy

For information about Visa's privacy practices in connection with Visa Checkout, please read the Visa Checkout privacy policy ("**Privacy Policy**") available through the Services or at the Website. The Privacy Policy is incorporated into these Terms and explains how Visa collects, uses and shares your personal information in connection with Visa Checkout. In connection with creating an Account or using the Services, you have indicated that you agree to the terms of the Privacy Policy.

You may access Visa Checkout from third party websites, which have their own privacy policy, and these third parties are not subject to this Privacy Policy. We recommend that you read the privacy policy applicable to each third party website that you visit.

10 Proprietary Rights

All ownership rights in Visa Checkout, 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 in 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.

11 License Grant

Visa grants to you a limited, revocable, non-exclusive, non-sublicensable and otherwise non-transferable license to use the Services and the Website for your own personal and non-commercial use strictly in accordance with these Terms, however this does not prohibit you from using Eligible Cards stored in connection with your Account for business purposes. 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.

12 Submissions

Visa's policy is to not accept or consider unsolicited submissions, including, without limitation, ideas, suggestions or materials, either via the Website, email or other means. This is to avoid any misunderstandings if your submissions are similar to those we have developed or obtained independently. You understand we may or may not review unsolicited submissions. However, if you do still transmit to us, via the website, email or otherwise, any unsolicited submission, you grant to Visa and its designees a royalty-free, fully paid, transferable, sublicensable, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to publish, transmit, perform, display, modify, create derivative works from and otherwise use such submission, including any intellectual property contained therein, together with your name, image, and likeness, for any purpose, including, without limitation, advertising and promotional purposes, in any media, now or hereafter known, without any credit, notice, approval or compensation to you. Without limitation thereof, you agree that Visa and its designees are free to use any ideas, concepts, know-how or techniques contained in any submission you send to us for any purpose whatsoever, including, without limitation, developing and marketing products, services and content using the submission.

You acknowledge that, as a Visa Checkout individual user, you are providing your submissions on your own behalf and not on behalf of any company that you work for or with which you are affiliated. You represent and warrant that you own any material that you submit to us and that the submission, and any subsequent use by Visa, of the material does not infringe on any intellectual property or other rights of any third party.

13 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 Visa Checkout. In addition, you agree:

- not to use Visa Checkout in breach of these Terms;
- not to disrupt or interfere with the security or operation of, or otherwise abuse, Visa Checkout, or any part of Visa Checkout;
- not to attempt to obtain unauthorized access to Visa Checkout or portions of Visa Checkout that are restricted from general access;
- not to use Visa Checkout 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 Visa Checkout in any form, or store or incorporate Visa Checkout into any information retrieval system, electronic, mechanical or otherwise.
- not copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Visa Checkout or any portion thereof;
- not use any device, software or routine to interfere or attempt to interfere with the proper working of Visa Checkout and or take any action that imposes an unreasonable or disproportionately large burden on the Visa Checkout 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.

14 Disclaimer Of Warranties/Limitation Of Liability

VISA CHECKOUT, 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.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR USE OF VISA CHECKOUT, 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 AUTHORIZED AGENTS (COLLECTIVELY, THE "VISA PARTIES") BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING DIRECT, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING FROM OR IN CONNECTION WITH VISA CHECKOUT 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 VISA CHECKOUT FOR ANY REASON, INCLUDING REFUSAL OF YOUR ISSUER TO AUTHORIZE, OR A MERCHANT TO ACCEPT, A VISA CHECKOUT TRANSACTION; (II) ANY CONTENT AVAILABLE IN CONNECTION WITH VISA CHECKOUT; (III) ANY GOODS, SERVICES OR INFORMATION PURCHASED OR RECEIVED IN CONNECTION WITH VISA CHECKOUT, INCLUDING YOUR FAILURE TO RECEIVE OR INABILITY TO RETURN SUCH GOODS, SERVICES OR INFORMATION; (IV) DISPUTES BETWEEN YOU AND A MERCHANT; (V) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN ANY INFORMATION PROVIDED THROUGH VISA CHECKOUT; (VI) UNAUTHORIZED ACCESS TO, OR ALTERATION OR LOSS OF, YOUR TRANSMISSIONS, DATA OR OTHER INFORMATION THAT IS COLLECTED, STORED OR SENT IN CONNECTION WITH VISA CHECKOUT; (VII) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS; OR (VIII) ANY OTHER USE BY YOU OF VISA CHECKOUT. IN ADDITION, THE VISA PARTIES SHALL NOT BE LIABLE IF VISA CHECKOUT CANNOT BE PROVIDED (OR ANY PART THEREOF) OR 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) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, VISA'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

15 No Endorsements; Disputes With Merchants

Visa does not endorse or sponsor, and is not responsible for: (i) Issuers or operators of payment networks that you may use in connection with Visa Checkout; (ii) the goods or services purchased in connection with Visa Checkout; (iii) honoring or fulfilling goods or services purchased in connection with Visa Checkout; and (iv) the merchants whose goods or services may be purchased in connection with Visa Checkout. If you have a dispute with a merchant about a transaction made with Visa Checkout, you are solely responsible for settling the dispute directly with the merchant. Due to how the Visa Checkout Services function, Visa is not a party to the purchase.

16 Third Party Websites, Content And Resources

Visa Checkout may permit you to link to or access direct connections to third party websites, content and resources, including, social media. You acknowledge that Visa has no control over any such websites, 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, 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 party websites, content or resources, including losses or damages suffered in connection with purchases processed through Visa Checkout.

17 International Use

Visa makes no representation that the Visa Checkout Services are available for use outside of the territories listed in Section 19.h. Access to the Services from any location where the Services are illegal or otherwise restricted is prohibited.

18 Modification Of These Terms; Termination

If you do not agree with any of these Terms, you must not use Visa Checkout. Visa reserves the right, in its sole discretion, to modify these Terms at any time with or without further notice to you. We will always post the most recent version of these Terms at the Website. Visa may change these Terms by posting a new version at the Website, without specific notice to you, so please continue to review these Terms from time to time. 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 Visa Checkout after any such modification constitutes your acceptance of these Terms as modified.

You may terminate your use of Visa Checkout at any time. Visa may suspend, discontinue or terminate your access to or use of Visa Checkout 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 reason, in Visa's sole discretion. Upon any discontinuance or termination of your use of Visa Checkout, you must uninstall any Visa Checkout-related software, if any, and promptly destroy all Content obtained through Visa Checkout, as well as any copies of such Content. You agree that Visa shall not be liable to you for any suspension, discontinuance, termination, change or modification of your use of or access to Visa Checkout. Upon termination, you remain liable for all payments and other obligations you have incurred under these Terms.

19 General Terms

a. Notices.

You agree that Visa may provide you with notices and other disclosures in connection with Visa Checkout by email, postings on the Website or other forms of electronic communications in accordance with Visa's electronic communications policy. All electronic communications from us to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the earlier of the date actually received or 5 days from the date of posting or dissemination.

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 (including the Privacy Policy and any applicable Service Terms incorporated into these Terms by reference) constitute the entire agreement between Visa and you with respect to your use of Visa Checkout.

d. Severability.

You and Visa agree that if any provision of these Terms are deemed unlawful, void 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 any particular part of the same. 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 in 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, including costs and reasonable attorneys' fees, due to, in connection with or arising out of your breach of these Terms.

h. Visa Entities.

As used in these terms, "Visa", "us", "we" or similar pronoun refers to (i) Visa U.S.A. Inc., if you reside in the United States (including Puerto Rico), (ii) Visa Canada Corporation, if you reside in Canada, (iii) Visa International Service Association, if you reside in Argentina, Brazil, Chile, Colombia, Mexico, Peru, South Africa or the United Arab Emirates, and (iv) Visa Worldwide Pte. Limited, if you reside in Australia, China, Hong Kong, Malaysia, New Zealand or Singapore. "Visa Parties" refers to Visa U.S.A. Inc., Visa Canada Corporation, Visa International Service Association, Visa Worldwide Pte. Limited and all affiliates of the foregoing.

i. Dispute Resolution & Governing Law.

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

1. if you are a resident of **Argentina, Colombia, Mexico, Peru**, the **United Arab Emirates**, or the **United States**: 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 VISA CHECKOUT 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, claim or controversy arising out of or relating to Visa Checkout or these Terms, including the formation, interpretation, breach, performance, termination, enforcement, interpretation 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 (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 Visa Checkout, if you have a dispute with your payment card issuer you must resolve that dispute with your issuer.

The rules governing any arbitration between you and Visa are as follows: The arbitration 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 within the countries listed in this Section (1.), 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, 34th Floor, New York, NY 10018 or online at www.jamsadr.com or 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, AND ARE PROHIBITED FROM ARBITRATING ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS. 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, the specific manner shall 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. Residents of the United Arab Emirates shall arbitrate in Dubai 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 we 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. Judgment 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 14 above, to the fullest extent permitted by applicable law.

This section and arbitration provision shall survive the termination of your Visa Checkout account. If any part of this section, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class actions rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this section shall be unenforceable.

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.

The remainder of this Section (1.) 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. 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).

If you established your Visa Checkout Account prior to the update of these terms on January 27, 2014, you may opt-out of this arbitration clause by submitting written notice (“Opt-Out Notice”) to Visa postmarked by March 31, 2015. Your Opt-Out Notice must be sent to Visa U.S.A. Inc., Attn: Litigation, P.O. Box 8999, San Francisco, CA 94128-8999. Your Opt-Out Notice must be signed by you, declare that you do not agree to the Visa Checkout arbitration provision, and include the following information about yourself: name, address, phone number and your username. The foregoing process is the only way to opt-out of the arbitration provision. All other provisions of these Terms will continue to apply to you even if you provide a valid Opt-Out Notice. Opting out has no effect on any previous, other or future arbitration provision you may have with Visa.

2. if you are a resident of **Chile**: (i) any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout will be governed by and construed under the laws of Delaware, excluding only its conflict of law provisions; and (ii) any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout shall be resolved exclusively within the federal and state courts residing within Delaware.
3. if you are a resident of **Australia, China, Hong Kong, Malaysia, New Zealand, or Singapore**: (i) any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout will be governed by and construed under the laws of the Singapore, excluding only its conflict of law provisions; and (ii) any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout shall be resolved exclusively within the federal and state courts residing within Singapore.
4. if you are a resident of **Brazil**: any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout will be governed by and construed under the laws of the Federative Republic of Brazil, excluding only its conflict of law provisions.
5. if you are a resident of **Canada**: (i) if you are not a resident of Quebec, any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout will be governed by and construed under the laws of Ontario, excluding only its conflict of law provisions, and any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout shall be resolved exclusively within the courts residing within Toronto, Ontario; or (ii) if you are a resident of Quebec, any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout will be governed by and construed under the laws of Quebec, excluding only its conflict of law provisions, and any disputes, claims or causes of action arising out of or in connection with these Terms or Visa Checkout shall be resolved exclusively within the courts residing within Montreal, Quebec. You and Visa specifically exclude from application to these Terms the United Nations Convention for the International Sale of Goods.

6. if you are a resident of **South Africa**: any disputes, claims or other matter arising between us in connection with these Terms or Visa Checkout shall be resolved exclusively by arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (“AFSA”). Such arbitration shall be conducted for final resolution in accordance with the rules of AFSA by an arbitrator appointed by the AFSA. Any such arbitration shall be held at a location in South Africa to be mutually agreed upon by the parties, and if no agreement on location is reached within 14 days of the referral to AFSA, then in Johannesburg. 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 in the United States exclusive of conflict or choice of law rules.

j. 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.

k. Export Laws.

You acknowledge that applicable laws and regulations of the United States and other countries may restrict the export and re-export of Visa Checkout. You agree that you will not export or re-export Visa Checkout in any form or to any recipient whether inside or outside the United States in violation of applicable United States and foreign law.

l. Quebec Residents Only.

You confirm that you prefer these Terms and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.

m. Survival.

Despite termination of these Terms, these Terms continue to apply to any use of Visa Checkout 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 Visa Checkout, including the following: Sections 10, 12, 14, 15 and 19.

n. Contact Us.

If you have any questions about Visa Checkout, please visit the FAQ section of the Website. If the FAQs don't answer your questions, you can contact us by email as follows, based on your jurisdiction of residence:

- **Argentina:** support-ar@mail.checkout.visa.com;
- **Australia:** support-au@mail.checkout.visa.com;

- **Brazil:** support-br@mail.checkout.visa.com;
- **Canada (English):** support-ca@mail.checkout.visa.com;
- **Canada (French):** soutien@mail.checkout.visa.com;
- **Chile:** support-cl@mail.checkout.visa.com;
- **China:** support-cn@mail.checkout.visa.com;
- **Colombia:** support-co@mail.checkout.visa.com;
- **Hong Kong:** support-hk@mail.checkout.visa.com;
- **Malaysia:** support-my@mail.checkout.visa.com;
- **Mexico:** support-mx@mail.checkout.visa.com;
- **New Zealand:** support-nz@mail.checkout.visa.com;
- **Peru:** support-pe@mail.checkout.visa.com;
- **Singapore:** support-sg@mail.checkout.visa.com;
- **South Africa:** support-za@mail.checkout.visa.com;
- **United States:** support@mail.checkout.visa.com; and
- **United Arab Emirates:** support-ae@mail.checkout.visa.com.

Last Updated: January 27, 2015

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