

# Visa Checkout terms of service

Important: Please carefully read the following visa checkout terms of service ("terms") or download the PDF. You have acknowledged that you understand and agree to all of these terms if you have created a visa checkout account 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 Visa Checkout.

## 1. **Visa Checkout**

Visa Checkout is operated by Visa U.S.A. Inc. ("Visa"). Contact information for Visa is included under 'contact us' 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 reloadable prepaid cards and other cards or payment methods that Visa has decided are eligible to be used with Visa Checkout ("eligible cards ") to create a Visa Checkout account ("account"); and (ii) the ability to use Visa Checkout as a method of checkout or authentication at merchants, or other third parties, that display the Visa Checkout mark.

When you use Visa Checkout as a checkout or authentication method, we will transmit (in accordance with our privacy policy) certain information to the merchant, or other third party, 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. 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 Visa Checkout is solely between you and the merchant.

If you require a refund or reversal of any transaction completed using Visa Checkout, 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 Visa Checkout are provided by you or, in certain jurisdictions, on your behalf by your issuer or a merchant, and contain personal financial information. You may only use cards in connection with Visa Checkout if your issuer regards you as the cardholder or authorized user and your name is shown on the card. You acknowledge and agree that you are responsible for the completeness and accuracy of the card details and other information you store in your Account or provide through use of Visa Checkout. 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.

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 Visa Checkout 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. **Service terms**

Visa Checkout may not 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 credit, debit and reloadable prepaid cards and other cards or payment methods that constitute eligible cards .

## 3. **Eligibility**

Visa Checkout is only available to individuals who are:

(i) residents of one of the following jurisdictions: Argentina, Australia, Brazil, Canada, Chile, China Mainland, Colombia, Czech Republic, Denmark, Dominican Republic, Finland, France, Germany, Georgia, Greece, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Kazakhstan, Kenya, Kuwait, Malaysia, Mexico, New Zealand, Nigeria, Norway, Peru, Poland, Qatar, Romania, Russia, Saudi Arabia, Singapore, Slovakia, South

Africa, Spain, Sweden, Switzerland, Ukraine, the United Arab Emirates, the United Kingdom, or the United States (including its territories), as each jurisdiction is made available (the "eligible jurisdictions");

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

(iii) able to access the Internet on a computer or other device; and

(iv) the cardholder or authorized user of one or more eligible cards , and in good standing with respect to their eligible card accounts.

Access to Visa Checkout from any location where it is illegal or otherwise restricted is prohibited.

#### **4. 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. 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 registration information, including your failure to receive important information and updates about Visa Checkout. 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 Visa Checkout (or any portion thereof) by you.

As a part of your account registration, you are required to establish a username and may be required to establish a password. These pieces of data are used to authenticate you when you use Visa Checkout. If one or more of your eligible cards were enrolled in your account through your issuer, when you use such eligible card(s) you may be authenticated with the password you use with your issuer instead of a password for your account. For your protection, you should choose a password for your account that is unique to Visa Checkout, and 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 Visa Checkout. You are responsible for protecting the confidentiality of your username and password(s). In addition, if you enable stay signed in or linked your account 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 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

username or password, or if your device(s) on which you've enabled stay signed in or linked your account with a digital wallet has been lost or stolen or otherwise suffered unauthorized access, or any other actual or potential security breach relating to your account. Visa reserves the right to require you to change your account password if Visa believes it is no longer secure.

You are responsible for use of your account and for ensuring that use of or access to your account and Visa Checkout complies fully with these terms.

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

If you use biometrics to access Visa Checkout on your device (for example, by using a fingerprint authentication method enabled by your device), your use of such biometrics is governed by the agreement between you and your device manufacturer. Visa Checkout does not receive any biometric data about you.

## **5. 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 Visa Checkout, and your cardholder agreement with your issuer governs the relationship between you and your issuer. You are responsible for ensuring that your use of Visa Checkout complies with any cardholder agreement.

## **6. 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 Visa Checkout, and any associated fees, expenses or other charges. You are also solely responsible for any interest, fees, charges or expenses from the issuer of any eligible cards you are using in connection with Visa Checkout and for any taxes or tax reporting obligations in connection with your use of Visa Checkout.

## **7. Visa Checkout email subscription**

In some countries and territories, we may offer users the choice to enroll in the Visa Checkout email subscription. If you enroll in the email subscription, you agree to receive, from time to time, promotional emails from Visa. Each promotional email will include a link allowing you to unsubscribe from the email subscription and/or a link

to a webpage where you can adjust your email preferences or unsubscribe from the email subscription. Enrolling in the email subscription will not affect the frequency of administrative emails that Visa may send in connection with any Visa Checkout account. No fee is charged for sending promotional emails to you, but third-party data rates may apply. Note that you may not be able to take advantage of certain promotions if you do not have a Visa Checkout account.

Some promotions you receive may have additional, promotion-specific terms and conditions, privacy notices or other disclosures and/or requirements. Be sure to review any such additional terms, disclosures and/or requirements before you choose to participate in such promotions.

## **8. Other email communications**

Visa Checkout may provide an option for you to send another person an email or other electronic communication about Visa Checkout. If you provide another person's email address, or other contact information, to us, you represent and warrant that you have the authority to do so and you expressly authorize us to send the electronic communication on your behalf. In addition, the recipient must meet the requirements of Section 3(i) and 3(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 or to jurisdictions that require the recipient's express consent.

## **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 Visa Checkout. The privacy policy explains how Visa collects, protects, uses and shares your personal information in connection with Visa Checkout. In connection with creating an account or clicking an "I accept" button or an equivalent indicator with regards to the use of Visa Checkout, 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. These third parties are not subject to the Visa Checkout privacy policy. We recommend that you review 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. An "affiliate" is an entity that is controlled by, controls or is under common control with Visa.

## 11. **License grant**

Visa grants to you a limited, revocable, non-exclusive, non-sublicensable and otherwise non-transferable license to use Visa Checkout in accordance with these terms for so long as you have an account. 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. **Feedback**

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

## 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:

- to use Visa Checkout only as permitted by law;
- 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 to copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Visa Checkout or any portion thereof;
- not to 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 and 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. WE DO NOT GUARANTEE THAT THE VISA CHECKOUT SYSTEM IS VIRUS-FREE OR THAT ACCESS TO VISA CHECKOUT 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 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 COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE 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 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; (III) DISPUTES BETWEEN YOU AND A MERCHANT; (IV) 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 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 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, THE VISA PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN 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.

## **15. 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 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 or via your issuer. Due to how Visa Checkout functions, 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, and does not necessarily agree with the views, opinions or contents of 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. Modification of Visa Checkout and these terms; Termination**

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 portion of Visa Checkout 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 Visa Checkout after any changes, modifications or improvements have been made to any or all aspects of Visa Checkout will be construed to be your acceptance of such changes, modifications or improvements, and the applicability of these terms to Visa Checkout with such changes, modifications or improvements

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. 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 Visa Checkout. 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 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, including if you are not happy with changes we make to the terms. 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 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 Visa Checkout. Upon termination, you remain liable for all payments and other obligations you have incurred under these terms.

## 18. **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 communication policy.

### **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 Visa Checkout.

### **d. Severability.**

You and Visa agree that if any provision of these terms are 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 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, 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:

if you are a resident of an eligible jurisdiction other than those in (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 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, cause of action, 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 (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 U.S. 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 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, 34th Floor, New

York, NY 10018 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, 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 eligible jurisdictions in the Middle East shall arbitrate in the Dubai International Financial Centre 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. 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.

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 (2) below shall apply.

The remainder of this section applies to U.S. 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 Checkout 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).

if you are a resident of (i) **Brazil, Canada** or an eligible jurisdiction in **Europe**,(ii) any eligible jurisdiction in which the arbitration provision in paragraph (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 Visa Checkout 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 Visa Checkout 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 Visa Checkout at any time, including if you are not happy with our assignment of these terms.

**j. People's Republic of China residents only**

You acknowledge that the Visa Checkout is only available for use by you in cross-border foreign currency transactions with merchants outside of the People's Republic of China. Any merchants in the People's Republic of China offering Visa

Checkout are only authorized to do so for non-residents of the People's Republic of China.

**k. India residents only.**

Visa Checkout is offered in India by Visa Worldwide Pte. Limited.

**l. Germany residents only**

Notwithstanding the paragraphs on limitation of liability in Section 14 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 AFORESAID LIMITATIONS OF LIABILITY SHALL NOT APPLY TO ANY MANDATORY STATUTORY LIABILITY, IN PARTICULAR TO LIABILITY UNDER THE GERMAN PRODUCT LIABILITY ACT (PRODUK-THAFTUNGSGESETZ), AND LIABILITY FOR CULPABLY CAUSED PERSONAL INJURIES. IN ADDITION, SUCH LIMITATIONS OF LIABILITY SHALL NOT APPLY IF AND TO THE EXTENT 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.

**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 without limitation, the dispute Resolution & Governing Law section.

**n. Contact us.**

If you have any questions or concerns about Visa Checkout, please visit the FAQ section of the website. If the FAQs don't answer your questions or concerns, you can contact us by mail at Visa U.S.A. Inc., Visa Checkout, 900 Metro Center Blvd., Foster City, CA 94404-2172, USA, or [Email us](#).