

## My Visa Terms and Conditions (effective August 24, 2020)

Please read these My Visa Terms and Conditions (“**Terms**”) carefully. The Terms govern your participation in the My Visa program and outline our and your legal rights and responsibilities in connection with the My Visa program. By registering for and participating in the My Visa program, you agree to the following Terms, and represent that you are eligible and authorized to register and enroll yourself and your Visa card(s) in the My Visa Program in accordance with the Terms below. The Terms are subject to change, and by continuing to participate in the My Visa Program after such a change, you agree to the updated Terms.

### About the My Visa Program

The My Visa program (“**My Visa**” or “**Program**”) is operated by Visa Inc. (“**Visa**” “**we**” and “**us**”). My Visa enables an eligible individual cardholder of eligible U.S.-issued consumer Visa cards, at least 18 years of age or the age of majority in their place of legal residence (“**Participant**”) to enroll their eligible Visa cards and receive the opportunity to receive or participate in various offers, promotions, charitable donations, and other initiatives (“**Opportunities**”), as well as personalized communications, content, experiences, and advertising based on how the participant uses their registered Visa card(s).

### Registration / Your Responsibilities

To enroll, Participants must create a My Visa account by following the instructions on the My Visa Program website and providing the requested information, including first and last name, email address, place of residence, and the primary account number or “PAN” (the 16-digit Visa card account number on the front or back of a Visa card) for an Eligible Card (as defined below). Limit one Program account per person and per email address.

Registration is not complete until you complete all steps of the registration process, which may include responding to a confirmation message or otherwise verifying your registration.

You are responsible for maintaining accurate and up to date contact and card information in your account, and for maintaining the confidentiality and security of your Program login and password information. You are fully responsible for all activities that occur through your Program account. In the event of a dispute about Program account ownership, the person who is the authorized e-mail account holder of the e-mail address provided at registration (and who otherwise meets the eligibility criteria) will be deemed the Participant.

### Privacy & Personalization

Information collected in connection with the Program is subject to Visa’s [Global Privacy Notice](#).

## Personalized Content and Promotions

With your permission, Visa will use your personal information to personalize your My Visa experience – including communications, content, Opportunities, and advertising – based on how you use your enrolled Visa card(s), as further detailed below. For example:

- **Personalized content and promotions.** Visa can provide you with relevant communications and content tailored to behaviors deduced from the transaction data from the card number you provided (“**Card Transaction Data**”). Visa does this to increase the relevance of content You receive from us, such as offers, benefits, product updates, and sponsored content (“**Personalized Offers**”). For example, we may email you with content and promotions that may be more relevant to you.
- **Show you more relevant ads.** We may work with our digital marketing and advertising partners, including social media platforms, to help show you more relevant ads. Choosing to see more relevant ads is specific to your participation in My Visa and does not affect other services that use cookies. You can manage cookies in the privacy setting of your web browser. View our [Cookie Notice](#) for more details on how we use cookies and how you can manage cookies. To help show you more relevant ads, Visa shares your personal information (such as your e-mail address), this sharing typically takes place in a hashed format as further outlined in Visa’s [Global Privacy Notice](#).
- **Use of Your Card Information for Personalized Offers, Advertising and Marketing Communications.** By enrolling your Visa debit or credit card number, you are allowing Visa to monitor your **Card Transaction Data** and associate it with your email and the other personal information you provide such as your name. Visa infers your interests from Your Card Transaction Data over time. It is important to note that while Visa may receive transaction data from a variety of sources, only Card Transaction Data (as defined above) for those cards you enroll in the My Visa program is specifically used to provide personalized Opportunities.

## Opting out of Personalized Advertising or Marketing Communications

You can withdraw your consent to monitoring of your Card Transaction Data or to receive personalized communications and advertising through My Visa at any time by adjusting your preferences in your My Visa profile. A decision to only opt-out of using your Card Transaction Data will result in You receiving communications and ad content that is no longer personalized based on your Card Transaction Data (though it may be somewhat personalized based on other digital attributes such as your email click-through activity). If you opt-out of all preferences (communications, ads, and use of Card Transaction Data) but do not delete your profile, Visa will continue to store the profile you created in the My Visa platform subject to its standard retention periods.

You may also opt out of receiving communications at any time by exercising your right to unsubscribe at the bottom of any Visa marketing communication sent to you by email. You can also opt out of Visa personalized advertising at any time through the [Visa Consumers Rights Portal](#).

If you wish to unenroll completely from the My Visa program, you may do so by clicking “Delete Account” in the “My Profile” section of My Visa.

Your choices in My Visa will not affect our use of data in other aspects of Visa’s business as outlined in Visa’s [Global Privacy Notice](#). Visa does not “sell” this information within the meaning of the California Consumer Privacy Act (CCPA), however, the My Visa program may be considered a financial incentive under the CCPA. California residents may review Visa’s [California Residents Privacy Notice](#) more information on Visa’s CCPA compliance.

## Program Eligibility

The Program is open to U.S. residents at least 18 years of age or the age of majority in their state of legal residence who are individuals and authorized users of consumer Visa cards issued by U.S. financial institutions. Corporations, associations, or other groups are not eligible to participate.

## Eligible Visa Cards

Currently, Visa cards issued by and in good standing with a financial institution in the U.S. and for transactions which are processed through Visa U.S.A. Inc.'s transaction-processing system are eligible, except for Visa Business Cards, Visa Commercial Cards, Visa Government Purchase Cards, Visa Buxx, Visa Gift Cards, Visa Healthcare Cards, Visa Incentive Cards and Visa TravelMoney cards, which are not eligible. We reserve the right to determine card eligibility in our sole discretion, and to change eligibility requirements at any time.

A Visa card may only be enrolled in My Visa by one participant. Visa cards with the same card number cannot be used by another participant if the card is already enrolled to another participant’s My Visa account. You can remove your enrolled Visa card at any time through the account/card settings page within your My Visa profile. If you remove your enrolled card or your enrolled card expires or is no longer valid, you will no longer qualify for offers or promotions when using that card. You are not eligible to participate in any Opportunities while your Visa card account is not in good standing. Any transactions during such time will not be deemed a Qualifying Transaction and will be forfeited from Program eligibility.

## Qualifying Transactions

A qualifying transaction occurs when a Visa cardholder uses his or her enrolled Visa card to make a purchase that meets the specific criteria specified in connection with a specific offer or promotion and fully settles through the Visa U.S.A. Inc. payment system (a “**Qualifying Transaction**”). Not all transactions with an enrolled Visa card can be tracked for eligibility. PIN-based purchases, purchases initiated through identification technology that substitutes for a PIN or transactions that are not processed or submitted through the Visa U.S.A. Inc. payment system are not eligible. **When paying with a debit card, select ‘credit’ or ‘cancel’ and do not use a Personal Identification Number (PIN). Your transaction may then be processed over the Visa U.S.A. network but not in all cases.** Visa may be unable to monitor every transaction made with your linked cards, including payments made through other payment methods (such as payments via a Square reader or Square register or a third-party digital wallet or payment app other than Apple Pay) and cross-border transactions, and these transactions are not eligible. PIN-based purchases you initiate through identification technology that substitutes for a PIN; Interlink-processed payments made for pre-paid and re-loadable cards like gift cards, Visa Buxx, and similar cards; payments made for payment instruments that can readily be converted to cash (for example traveler’s checks, money orders, wire transfers and similar products or services); or transactions that are not processed or submitted through the Visa U.S.A. Inc. payment system are not eligible. We reserve the right to determine in our sole discretion whether a particular transaction is a Qualifying Transaction.

## Merchant Classification & Locations

Some Opportunities may relate or be limited to a specific category or type of merchants. Transaction eligibility for these Opportunities depends on how a merchant is classified in the applicable payment card network systems. Some merchants may be classified in a different merchant category than you would expect, and transactions at those merchants do not qualify. For example, a restaurant in a hotel may be classified with a ‘hotel’ code instead of a ‘restaurant’ code. Visa is not responsible for merchant classification. Not all merchant locations may be monitored by Visa.

## Additional Terms Applicable to Opportunities

Some Opportunities linked to your transaction activity may require you to link your enrolled card(s) to the Opportunity before making any purchases. See the Program website for more information about these types of card-linked Opportunities.

Unless otherwise stated in connection with an Opportunity, limit one Opportunity redemption per person. Each Opportunity may be subject to additional terms and conditions, such as start

and end dates, purchase amounts or other requirements, and any other limitations or restrictions. Please refer to the Program website or content related to each Opportunity to see the specific terms applicable to that Opportunity. Opportunities may be subject to availability, and are subject to all applicable laws or regulations that may restrict or prohibit certain sales including without limitation the sale of goods and services in certain restricted categories.

## Changes to the Program

We reserve the right to change, limit, suspend or terminate the Program or any Opportunity in any way and at any time. Changes may include but are not limited to changing participating entities (such as merchants, charities, or other entities), changing the specific details, requirements, eligibility, qualification criteria, or duration for a specific Opportunity, or changing the overall Program structure or operation. We also reserve the right to suspend or cancel any cardholder's enrollment in the Program without notice unless required by applicable law, including without limitation where we believe you are abusing or wrongfully using the Program.

## Communications with Program Participants

The My Visa program website will contain information that has more details regarding the Program and various Opportunities. We may communicate with you in various channels depending on your profile choices (such as email or SMS messages if you have chosen to receive either). 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 five days from the date of posting or dissemination.

## Our Rights and Remedies

Without limiting any other remedies, Visa may suspend or terminate a Participant's My Visa Account if Visa suspects that the Participant or any related party has engaged in fraudulent or improper activity in connection with the Program. Any failure to abide by these Terms or any policies or procedures implemented by Visa, any conduct detrimental to Visa or that interferes with the operation of the Program, any misrepresentation or fraudulent activities, or any attempt to undermine the fair legitimate operation of any aspect of the Program may result, in addition to any rights or remedies available to Visa in law or equity, in the termination of participation in the Program, as well as forfeiture of any rewards, discounts, or other benefits earned through the Program prior to the date of termination, all as determined by Visa in its sole discretion.

Visa reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with these Terms or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Visa shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

Visa's failure to enforce any of these Terms shall not constitute a waiver of that, or any other, provision of these Terms.

## Lost, Stolen or Damaged Cards

If your enrolled Visa card is lost, stolen or damaged, first call your issuing financial institution at the telephone number provided in your card agreement. Any replacement card may have a different card number, in which case you will have to re-enroll your replacement card to be eligible for Opportunities using that card. Transactions made through unauthorized purchases from a lost or stolen card or card number will not be eligible for the Program.

## Disclaimers

All questions or disputes regarding eligibility for the Program or Opportunity, or a participant's compliance with these Terms will be resolved by Visa in its sole discretion.

Visa is not responsible for any information or materials supplied by, or the actions or omissions of any other person or entity related to the Program or an Opportunity.

The Program and any Opportunity are void where prohibited by applicable law.

## Releases & Limitations of Liability

By participating in the Program, you accept all responsibility for, and hereby release and agree to indemnify and hold harmless Visa and its parent, subsidiary, affiliate, and related companies, and each of their agents, promotion and advertising agencies, and any of their respective officers, directors, employees, shareholders, and successors, assigns, and service providers (the "**Released Parties**") from and against any claims, liabilities, damages, or expenses that may arise from your participation in the Program, or for any harm or injury caused by any third party, including the products, services, or actions of any merchant or participating entity. Released Parties are not responsible for any act or omission of any participating entity or merchant, or for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any web site or any combination thereof.

IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT PARTICIPANT HEREBY WAIVES ANY

AND ALL RIGHTS TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS FROM SAMSUNG AND ITS LICENSORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SPONSOR'S CUMULATIVE LIABILITY TO PARTICIPANT ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS; OR (B) \$1,000. THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, VISA SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES SOLD THROUGH THE PROGRAM, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

As a condition of participating in the Program, you agree that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any related activity or item purchased therein shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Francisco County, California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, Participant's rights and obligations, or the rights and obligations of Visa in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect.

## Customer Service

If you have questions regarding Program features or would like information about Opportunities, please visit the "[Frequently Asked Questions](#)" page on the My Visa website.

*Visa is a registered trademark of Visa International Service Association.*