

Call Center Services

“**Call Center Services**” means a service center providing telephone assistance including, but not limited to, concierge services, technical support, sweepstakes, surveys, marketing research or similar support services to Visa Personnel, Visa Clients, cardholders, merchants, financial institutions, processors, or other third parties. Call Centers Services may also be known by terms such as customer care centers, contact centers, or fulfillment centers.

Unless otherwise stated herein, the following terms and conditions of this Schedule are in addition to, and not in lieu of, the terms and conditions set forth in this Agreement. The terms and conditions of the Agreement and the provisions of Visa’s Global Call Center Recording and Monitoring Policy, as provided by Visa and as amended from time to time, are made part of and incorporated herein by reference. Call Center Services shall be deemed to form part of the Services as defined in the Agreement and are subject to the additional terms hereunder.

1. Self-Assessment and Reporting. During the Term, Supplier shall conduct periodic, at intervals no less than once annually, self-assessments of Supplier's facilities, systems, procedures and practices, operations, and books and records relating to the Services to ensure compliance with all Applicable Laws and shall provide Visa with a written report of the result of such self-assessment. For the avoidance of doubt, the assessment and reporting requirements under this section are in addition to any reporting and audit requirements under this Agreement.

2. Call Disclosures.

2.1 Recording and/or Monitoring. Any calls that are recorded and monitored as part of the Call Center Services provided hereunder must (i) notify the caller that “this call may be recorded and monitored”, and (ii) include at least one of the following purposes for recording and monitoring¹:

“accuracy”, “quality”, “quality assurance”, “customer service purposes”, “record keeping”, “improve our service delivery”

Example: “This call may be recorded for quality and training purposes.”

Example: “For accuracy and quality, this call may be recorded and monitored.”

Example: “For quality assurance, this call may be recorded and monitored.”

2.2 All Party Consent. Call disclosures shall be recorded at the beginning of the call and provided to all parties (e.g., in the case of transfers, call disclosures shall be provided at the beginning of the transferred call or if an additional caller/called party subsequently joins the call, the call disclosure must be provided to the added party). In jurisdictions that require express consent, such consent must be obtained. Any exceptions to Section 2.2 of this Schedule shall be in compliance with Applicable Law and receive prior approval from Visa.

2.3 Use of Recordings. Call recordings shall not be distributed or shared in any instances, unless required by Applicable Law. Supplier shall be permitted to listen to call recordings during calibration or listening sessions so long as the reason for listening to the call recording is consistent with the purpose provided in the related call disclosure. Recording of calibration or listening sessions is not permitted.

2.4 Additional Disclosures. Additional disclosures, such as privacy notices, may be required to comply with local data protection laws.

3. Representations and Warranties. In addition to the Representations and Warranties in this Agreement, Supplier hereby further represents, warrants and undertakes, on behalf of itself and each of its Personnel, that:

3.1 Recording and Monitoring. Any recording or monitoring of phone calls, whether or not directed or requested by Visa, will be conducted in compliance with all Applicable Laws, including but not limited to obtaining consent and providing appropriate disclosures to all call participants and including such call disclosures within the recording itself.

¹ Or equivalent language in addition to any other disclosure messaging as required by Applicable Law.

3.1.1 In the event that Visa has not specifically directed or requested recording or monitoring of phone calls, Supplier shall notify Visa and obtain Visa's prior written consent in any and all instances where Supplier may monitor or record phone calls.

3.1.2 For the avoidance of doubt, compliance with Visa policies and procedures (including obtaining Visa's consent to call recording or monitoring) will not relieve Supplier's obligation to comply with all Applicable Laws that may be applicable to Supplier.

3.2 Retention and Storage. Supplier will store recorded calls in accordance with Visa's policy (which is a period of 90 days as of the Effective Date of the Agreement ("**Storage Period**")); or Supplier may store for a different period only in accordance with the following:

If the Supplier stores recorded calls outside of Visa's data retention Storage Period, Supplier is permitted to do so only if: (A) a good-faith determination has been made by Supplier that applicable law requires Supplier to do so, or (B) Supplier has documented aggregate, technology limitations that prevent Supplier from compliance with the Storage Period.² In each such case and in addition to Supplier's other indemnity obligations under the Agreement, Supplier shall be solely liable for any third-party claims arising outside of the Storage Period and shall indemnify Visa for any such third-party claims.

3.3 Calibration Session. Supplier will allow Visa and its designees to listen to recorded calls (via calibrated sessions) only for the purposes of training and reviewing call quality to ensure that the calls are conducted in accordance with Supplier's and Visa's processes and standards and, if necessary, Visa may highlight to Supplier, the necessary training or re-training required and Supplier shall conduct such training or re-training in a timely manner.

3.4 Procedures in Accordance with Applicable Law. Supplier shall work with Visa, as applicable, to establish updated procedures to comply with updates in Applicable Law in connection with Visa's business. For clarity, the aforementioned does not release Supplier from its independent responsibility to comply with Applicable Law when providing the Services.

² Please note that a "good faith" determination under alternative (A) may include one or more laws that may not explicitly speak to call recordings expressly.