9/14/2016

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Visa Checkout Terms of Service

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING VISA CHECKOUT TERMS OF SERVICE ("TERMS"). 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 VISA CHECKOUT.

1. Visa Checkout

Visa Checkout is operated by Visa U.S.A. Inc. and its affiliates.

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 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 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. 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 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 and contain personal financial information. You may only use Cards in connection with Visa Checkout if your Issuer regards you as the primary or supplementary cardholder and your name is shown 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 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. From

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