

## VISA CONCIERGE TERMS OF SERVICE

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE ACCESSING OR OTHERWISE USING VISA CONCIERGE. BY USING VISA CONCIERGE, YOU AGREE TO THESE TERMS OF SERVICE IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE SERVICE.

Visa Concierge (the "**Service**") is a concierge service intended to enhance your Visa cardholder experience. Visa Worldwide Pte Limited ("**Visa**," "**us**," "**we**" or similar pronoun) owns and operates the Service). As used in these Terms of Service (the "**Terms**"), the defined term "Service" shall also refer to the Visa Concierge website, whether operated as a domain, subdomain, or other Visa website referencing these Terms (each a "**Website**"), and the Visa Concierge mobile app ("**App**" – the App and the Websites collectively are the "**Platform**"), the logos, designs, text, images, videos, graphics, software and other content and materials of Visa or its licensors available through the Service, and the selection and arrangement thereof (collectively, "**Content**"), and the Visa hardware, software and networks associated with making the Service available to you (collectively, the "**System**"). As used in these Terms, "**you**" or "**your**" (or similar pronoun) refers to the individual accessing or using the Service and any other person or third party entity authorized by such individual to use that individual's Account (as defined below), unless the context requires otherwise.

Certain features or services are subject to additional terms and conditions. These additional terms and conditions will be presented to you prior to your use of such feature or service. Such additional terms and conditions are hereby made a part of these Terms.

By accessing or otherwise using the Service, you represent and warrant that (a) you are at or above the legal age of majority in your jurisdiction of residence; and (b) you will access and use the Service in accordance with these Terms.

### Visa Cardholder Use

Please note that the Service is only available to account holders of Visa cards that include concierge services as a benefit, or authorized to use the Service on behalf of such a cardholder.

### No Product Or Merchant Endorsements

Visa is not affiliated with any third-party merchants (each, a "**Merchant**") whose products or services may be acquired directly by you, or reserved or booked by Visa on your behalf, in connection with the Service. Visa does not verify, sponsor, endorse or represent, and is not responsible for, (a) the safety, quality, accuracy, reliability, integrity or legality of goods or services, or of any advice, opinion, advertisement, offer, proposal, statement, data or other information displayed, purchased or paid for in connection with the Service; (b) your ability to buy goods or services or the ability of Merchants, shippers or other third parties to deliver goods or services; or (c) Merchants or other third parties whose goods or services are displayed, offered or supplied in connection with the Service.

The purchase of goods or services from a Merchant in connection with your use of the Service, and any reservation or booking completed by Visa at your request, are solely between you and the respective Merchant, and Visa is not a party to the purchase. Goods or services we attempt to purchase on your behalf at your request are subject to availability. You are responsible for payment of all charges associated with any goods or services you obtain from Merchants in connection with the Service.

If you are unhappy with any goods or services that you have purchased in connection with the Service, you should contact the Merchant directly to resolve your concerns. Visa is not a selling agent in connection with any sale to you of goods and/or services by any third party, including by any Merchants. Visa has no control over the quality, fitness, safety, reliability, legality, or any other aspect of any good or service that you may purchase using the Service.

### **Offers at Merchant Websites**

The Service may contain functionality that permits users of the Service to receive an offer that can be redeemed with third-party merchants (each, a "**Merchant**"). One or more available offers may be provided to you through the Service in Visa's sole discretion.

To redeem offers found through the Service (collectively, "**Offers**") with participating Merchants you must redeem the Offer during the applicable Offer period. If an Offer is redeemable online, you must follow the instructions in the Offer to redeem, such as clicking on a link provided in the Offer or entering a redemption code that appears on the online coupon in the applicable field on the appropriate page of the requisite website.

Each Offer is subject to the terms and conditions specified therein and in the details related to the specific Offer, if any, and only valid during the times specified in the specific Offer. You may only use each Offer once, unless otherwise set forth in the Offer terms and conditions.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO EVERY OFFER, UNLESS OTHERWISE SPECIFIED IN THE TEXT OF THE OFFER, THE OFFER'S TERMS AND CONDITIONS OR AT THE POINT OF PURCHASE: SUBJECT TO AVAILABILITY; LIMIT ONE REDEMPTION OF ANY ONE OFFER PER CARDHOLDER; OFFERS REDEEMABLE IN PERSON AT RETAIL MERCHANT LOCATIONS CAN ONLY BE REDEEMED BY SHOWING THE APPLICABLE COUPON TO MERCHANT; OFFER VALID AT PARTICIPATING MERCHANTS IN-STORE OR ONLINE ONLY (AS APPLICABLE AND AS STATED IN THE ACTUAL OFFER DETAILS); OFFER CANNOT BE COMBINED WITH OTHER PROMOTIONS OR OFFERS AND IS NOT REDEEMABLE FOR CASH; OFFERS NOT VALID ON GIFT CARDS, GIFT CERTIFICATES, OR PRIOR PURCHASES. OTHER RESTRICTIONS MAY APPLY. SEE EACH OFFER'S TERMS AND CONDITIONS FOR FURTHER DETAILS. THE FOLLOWING TERMS AND CONDITIONS ALSO APPLY: TAXES AND GRATUITIES NOT INCLUDED; ALCOHOLIC BEVERAGES NOT INCLUDED. VALID ONLY IN THOSE PARTICIPATING MERCHANT PHYSICAL LOCATIONS (OR, IF AN ONLINE OFFER, WHEREVER THE PARTICIPATING MERCHANT SHIPS).

### **Mobile Offers**

Please be aware that if you opt-in to Offers delivered via a mobile device or use the App, your wireless provider's message and data rates apply and you are responsible to your wireless provider for any such charges. Other important information, such as instructions to opt-out and help options, will be provided to you when you opt-in.

### **Charges and Equipment**

You are solely responsible for providing any hardware, systems and software programs you use to access the Service, any information you store with the Service, and any other associated fees, charges and expenses. For example, you are required to obtain at your own cost a compatible personal computer (with high level browser encryption), an Internet access plan from a service provider and a valid email address.

### **Modification of These Terms; Termination**

Visa reserves the right, in its sole discretion, to modify these Terms at any time. You can always find the most recent version of these Terms on the left hand side burger menu in your Visa Concierge app. Any modification to these Terms will be posted here, so please continue to review these Terms from time to time. Alternately, you may request your Concierge to send you the latest version of the Terms and Conditions by email. The most recent modification date will be noted by the "Last Updated" date above. To the fullest extent permitted under applicable law, your continued use of the Service after any such modification constitutes your acceptance of these Terms as modified.

Visa may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, including the availability of any features of the Service or access to any parts of the Service, at any time with or without notice to you. You agree that Visa shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

You may terminate your use of the Service at any time. Visa may suspend, discontinue or terminate your access to or use of the Service at any time immediately and without prior notice or obligation to you (i) if you violate any of these Terms as determined by Visa in its sole discretion, or (ii) for any other reason in Visa's sole discretion. Visa may notify you of any such suspension, discontinuance or termination by posting a notice on the Website, on any webpage opened when using the Service, by email to an email address you provided to the Service upon enrollment or thereafter, or otherwise. Upon your receipt of such notice, you will immediately discontinue use of the Service during the period of suspension (for a suspension) or permanently (for a discontinuance or termination).

Any provisions that by their nature should survive termination shall so survive any termination of your use of the Service. 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 the Service.

### **Privacy**

For information about Visa's privacy practices in connection with the Service, please read the Visa Concierge Privacy Policy, available in the left hand side burger menu in your Visa Concierge App. The Privacy Policy is incorporated into these Terms and explains how Visa collects, uses and shares your personal information in connection with the Service. Unless your express consent is required by applicable law, by using the Service, you agree to the terms of the Privacy Policy. If your express consent to the Privacy Policy is required by applicable law, we will obtain your consent separately.

### **License Grant**

Visa grants to you a limited, revocable, non-exclusive, non-sublicenseable and otherwise nontransferable license to access and use the Service (including any Content) strictly in accordance with these Terms. Visa may in its sole discretion suspend, discontinue or terminate this license at any time for any reason. You may use the Service for your own personal, non-commercial use. No part of the Service may be reproduced in any form, stored or incorporated into any information retrieval system, electronic, mechanical or otherwise. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Service or any portion thereof. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service and you may not take any action that imposes an unreasonable or disproportionately large burden on the System as determined by Visa in its sole discretion. All rights not expressly granted to you are reserved by Visa.

### **Proprietary Rights**

All ownership rights and title in and to the Service, including all Content therein, are owned by Visa and its licensors and protected under applicable copyrights, trademarks and other proprietary (including, without limitation, intellectual property) rights and international treaties. Unless and except as expressly stated in these Terms, you may not reproduce, perform, create derivative works from, republish, upload, post, transmit or distribute in any way the Service, or any portion therein, including, without limitation, any Content, without the prior written permission of Visa.

### **User Conduct**

In accessing or using the Service, you agree, without limitation:

- not to use the Service in breach of these Terms;
- not to use the Service for commercial purposes;
- not to post any advertisement or solicitation of funds, goods or services;
- not to "spam" others or "phish" for others' personal information;
- not to disrupt or interfere with the security of, or otherwise abuse, the Service, or any part of the Service;
- not to upload, post or otherwise transmit through or on the Service any viruses or other harmful, disruptive or destructive files;

- not to use, frame or utilize framing techniques to enclose any part of the Service without Visa's express prior written consent;
- not to use meta tags or any other "hidden text" utilizing a Visa name, trademark or product name without Visa's express written consent;
- not to "deeplink" to the Service without Visa's express prior written consent;
- not to create or use a false identity on the Service;
- not to collect, store or post personal data about others;
- not to attempt to obtain unauthorized access to the Service or portions of the Service that are restricted from general access;
- not to use the Service in an illegal manner or to encourage or advocate illegal activity;
- not to post any material that is false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation;
- not to post any copyrighted (or other proprietary) material unless the copyright (or other proprietary right) is owned by you or you have the right to do so; and
- not to use the Service in breach of any third party website's terms and conditions. libelous, defamatory, obscene, abusive, pornographic, threatening or an invasion of privacy; an infringement of the intellectual property rights, including, but not limited to, copyrights and trademarks, of any person or entity.

In addition, you agree that you will comply with all applicable local, state, national and international laws, regulations and other legal requirements that relate to your use of or activities in connection with the Service. You also agree to act consistent with the requirements set forth in these Terms.

You agree to immediately notify us if you suspect illegal, fraudulent or abusive activity, or any activity in violation of these Terms, including any unauthorized access to your Account. If you so notify us, or we otherwise suspect such activity, you agree to cooperate with us in any investigation and to use any prevention measures we prescribe.

### **Electronic Communications**

All electronic communications from us to you are deemed to be communications "in writing" and are deemed to be delivered to you on the earlier of the date actually received or five days from the date of posting or dissemination. To access information electronically, you need a [Windows or Mac-compatible computer/mobile phone, Internet access with a JavaScript enabled browser with 128-bit encryption (such as Microsoft Internet Explorer v. 5.0 or later or another compatible browser)] and an email account. To retain copies of electronic communications, you need a printer attached to your computer or the ability to save an electronic copy. If you use the Website or app, we are not obligated to provide any additional hard copy communications to you.

### **Disclaimer of Warranties**

THE SERVICE, IN WHOLE AND IN PART, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VISA MAKES NO REPRESENTATION OR WARRANTY: (A) THAT THE SERVICE WILL FUNCTION AS INTENDED, WILL BE AVAILABLE OR WILL BE UNINTERRUPTED, SECURE OR OMISSION-FREE OR ERROR-FREE; (B) AS TO THE GOODS OR SERVICES PURCHASED FROM MERCHANTS IN RELIANCE ON INFORMATION STORED WITH OR OTHERWISE AS A RESULT OF USE OF THE SERVICE; (C) THAT DEFECTS, OMISSIONS OR ERRORS IN THE SERVICE WILL BE CORRECTED; (D) THAT THE SERVICE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; (E) AS TO THE QUALITY, ACCURACY, COMPLETENESS AND VALIDITY OF ANY INFORMATION OR

MATERIALS YOU RECEIVE IN CONNECTION WITH THE SERVICE; (F) THAT TRANSMISSIONS THROUGH THE SERVICE WILL BE SECURE; (G) THAT YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS; OR (H) THAT DATA COLLECTED, STORED OR PROCESSED THROUGH THE SERVICE WILL BE AVAILABLE, SECURE OR OMISSION-FREE OR ERROR-FREE.

#### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND THE RESULTS AND PERFORMANCE THEREOF (INCLUDING, WITHOUT LIMITATION, YOUR PURCHASE OR USE OR RECEIPT OF ANY GOODS, SERVICES IN CONNECTION WITH THE SERVICE).

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL VISA AND ITS SUBSIDIARIES, AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AUTHORIZED AGENTS, VENDORS OR SERVICE PROVIDERS (COLLECTIVELY, THE "**VISA PARTIES**") BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING, WITHOUT LIMITATION, DIRECT, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING FROM OR IN CONNECTION WITH ANY OF THE FOLLOWING SUBJECT MATTER OR CIRCUMSTANCES, EVEN IF A VISA PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES: (A) YOUR USE OF OR INABILITY TO USE THE SERVICE; (B) ANY GOODS OR SERVICES PURCHASED IN CONNECTION WITH THE SERVICE; (C) ANY THIRD PARTY WEBSITE, CONTENT OR RESOURCE USED IN CONNECTION WITH OR AVAILABLE THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MERCHANT SITE OR CONTENT PROVIDED BY A MERCHANT OR OTHER THIRD PARTY; (D) DISPUTES BETWEEN YOU AND ANOTHER USER, OR BETWEEN YOU AND A MERCHANT; (E) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN ANY INFORMATION PROVIDED THROUGH THE SERVICE; (F) UNAUTHORIZED ACCESS TO, OR ALTERATION OR LOSS OF, YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS COLLECTED, STORED OR SENT IN CONNECTION WITH THE SERVICE; (G) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS; OR (H) ANY OTHER USE BY YOU OF THE SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, VISA'S CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU FOR ANY GOODS OR SERVICES PROCURED THROUGH THE SERVICE. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS SHALL BE LIMITED TO \$25.

#### **Exceptions**

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.

#### **Third Party Websites, Content and Resources**

The Service includes and permits you to link to or access direct connections to third party websites, content or resources. You acknowledge that Visa has no control over any such third party 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 third party 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, without limitation, losses or damages suffered in connection with purchases made through the Service. **General Terms**

1. Export Laws. You acknowledge that the laws and regulations of certain countries may restrict the export and re-export of the Service. You agree that you will not export or re-export the Service in any form or to any recipient in violation of applicable law.
2. Force Majeure. Visa will not be liable in any amount for failure to perform any obligation under these Terms if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood or war.
3. Headings. The section titles in these Terms are provided solely for convenience and have no legal or contractual significance.
4. Waiver. Our failure to exercise or enforce any provision or right of these Terms shall not be deemed a waiver of such provision or right.
5. Entire Agreement. The Terms (including the Privacy Policy incorporated into these Terms by reference) constitute the entire agreement between Visa and you with respect to the Service. These Terms do not amend or otherwise modify your card agreement with the respective card issuer ("Issuer"). In the event of any inconsistency between these Terms and your card agreement with the respective Issuer, these Terms govern as to the relationship between you and Visa solely with respect to the Service and your card agreement with your Issuer governs as to the relationship between you and your Issuer.
6. Indemnification. You agree to indemnify, defend and hold harmless the Visa Parties from any loss, liability, claim, or demand, including costs and reasonable attorneys' fees, made by any third party due to, in connection with or arising out of your use of the Service or arising from your breach of these Terms, including any representation or warranty set forth herein, your violation of applicable laws, or your violation of any rights of another person or entity.
7. Severability. If any provision of these Terms shall be 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.
8. Choice of Law. You and Visa agree that these Terms will be governed by and construed under the laws of Singapore, excluding only its conflict of law provisions.
9. Disputes. Visa and you agree that any and all disputes, claims and causes of action arising out of or in connection with these Terms or the Service shall be resolved exclusively within the courts in Singapore, and Visa and you each waive any jurisdictional venue or inconvenient forum objections to such courts.

To the fullest extent of the law, in no event shall any claim, action or proceeding by you related in any way to the Service or these Terms be instituted more than one (1) year after the cause of action arose.

10. 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.
11. Assignment. You may not assign these Terms by operation of law or otherwise, without Visa's prior written consent. Visa reserves the right to freely assign these Terms, and the rights and obligations hereunder, to any third party without notice or consent. 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.

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