

Mastercard Marketing Center Terms of Use

Effective Date: DECEMBER 10 , 2012

Consent

PLEASE READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY BEFORE USING THIS MASTERCARD MARKETING CENTER (GMC.MASTERCARD.COM) (“THE SITE”). THE SITE IS A WEB SITE TO PROVIDE ACCESS TO MASTERCARD INTERNATIONAL INCORPORATED’S (“MASTERCARD”) PRODUCTS AND SERVICES TO ITS CUSTOMERS AND PARTNERS. BY ACCESSING THIS SITE, YOU (A) AGREE TO BE BOUND BY THESE TERMS OF USE; (B) ACKNOWLEDGE AND AGREE YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF USING THE CONTENT AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS OF USE; AND (C) REPRESENT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS AND ARE OF THE LEGAL AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE (AT LEAST EIGHTEEN (18) YEARS OF AGE IN MANY COUNTRIES). IN ADDITION, IF THESE TERMS OF USE ARE BEING AGREED TO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS THIS SITE. MASTERCARD RESERVES THE RIGHT TO CHANGE THESE TERMS OF USE AT ANY TIME, AT ITS OWN DISCRETION AND WITHOUT NOTICE TO YOU; HOWEVER, ALL SUCH CHANGES WILL BE POSTED TO THIS SITE. MASTERCARD ENCOURAGES YOU TO REVIEW THE TERMS OF USE FROM TIME TO TIME SO THAT YOU ARE AWARE OF ANY SUCH CHANGES. THE TERMS OF USE THAT ARE APPLICABLE TO YOU AT ANY GIVEN TIME ARE THE THEN-CURRENT TERMS OF USE. AS USED HEREUNDER THE TERM “YOU” MEANS THE USER OF THE SITE AND THE TERM “WE” MEANS MASTERCARD.

YOU MAY PRINT A COPY OF THESE TERMS OF USE USING THE PRINT BUTTON OR SIMILAR FEATURE IN YOUR BROWSER. WE SUGGEST RETAINING A COPY OF THESE TERMS OF USE FOR YOUR FUTURE REFERENCE.

MASTERCARD RETAINS THE RIGHT TO DENY ACCESS TO THIS SITE TO YOU OR ANYONE ELSE AT ITS COMPLETE DISCRETION FOR ANY REASON, INCLUDING FOR VIOLATION OF THESE TERMS OF USE. THIS SITE PROVIDES LINKS TO VARIOUS OTHER WEB SITES, WHETHER AFFILIATED WITH MASTERCARD OR OTHERWISE. THESE OTHER WEB SITES MAY HAVE THEIR OWN TERMS OF USE OR POLICIES WHICH ARE DIFFERENT FROM, OR IN ADDITION TO, THE TERMS OF USE SPECIFIED HEREIN. BY ACCESSING THESE WEB SITES THROUGH LINKS PROVIDED ON THIS SITE, YOU AGREE TO ABIDE BY EACH APPLICABLE TERMS OF USE OR POLICIES AS THEREIN SPECIFIED.

Registration Obligations.

In order to access the majority features and materials on this Site, you are obligated to register. You agree to: (a) provide true, accurate, current, and complete information when registering to use the Site (“Registration Information”) and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. You or your organization, as is applicable, are/is entirely responsible for maintaining the confidentiality of any passwords, and any usage and activities that occur in connection with your account. You agree not to allow others to access your account or utilize your password.

You may not (a) gain or attempt to gain unauthorized access to Mastercard’s services or systems; (b) disrupt, damage or impede the operations of Mastercard’s services or systems; (c) request or attempt to register on Site through fraudulent or illegal means; (d) attempt to or to circumvent Mastercard’s security mechanisms, or (e) create registration accounts by automated means.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or in the event that Mastercard has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Mastercard may suspend or terminate your account and refuse any and all current or future use of the Site and/or Content, as defined below. Mastercard may at any time discontinue your participation on the Site.

Copyright, Trademarks & Intellectual Property Rights.

The Mastercard Site Content, as defined below, is protected by applicable intellectual property laws and all Content is owned by Mastercard or used by Mastercard under a license or with permission. All text, formatting (including without limitation the selection, coordination and arrangement of materials on the Mastercard Site, and the images, products, solutions, graphics, services, data, software code, algorithms, animation, tools, widgets, applications, commercials, videos, music, sounds, articles, copy, creative materials, photos, trademarks, service marks, trade names, and logos, and other materials and information on this Site are subject to the intellectual property rights of Mastercard, its subsidiaries and affiliates, and their respective licensors and licensees (collectively “Content”). No Content or any portion thereof may be copied, reverse engineered, decompiled, disassembled, modified, reposted to other web sites, framed, deep

linked to, changed, or otherwise distributed, redistributed, licensed, sublicensed or transferred in any form by you. Nothing contained on the Mastercard Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to make commercial use of any Mastercard trademark, intellectual property right or copyrighted material without Mastercard's prior written permission.

The trademarks, logos, trade names and service marks, whether registered or unregistered (collectively the "Trademarks") displayed on the Mastercard Site are Trademarks of Mastercard and its third party alliance partners. Nothing contained on the Mastercard Site should be construed as granting by implication or otherwise, any license or right to use any Trademark displayed on the Mastercard Site without the written permission of Mastercard or such third party that may own the Trademark.

Any unauthorized commercial use of these materials will violate Mastercard's intellectual property rights and will be subject to Mastercard's full legal rights and remedies.

Limited Right to Use Site Content

Subject to the terms and conditions of these Terms of Use, we are granting you a limited, nonexclusive, revocable license for you to view, share, print or download any Content, as defined below, from the Mastercard Site for your own personal, noncommercial use. You are not granted the right to license, republish, distribute, copy, assign, sublicense, transfer, sell, prepare of derivative works or other non-personal use any Content on the Mastercard Site. No part of any Content may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use. You may not access or use the Mastercard Site in any way that could or is intended to damage or impair the Mastercard Site, or any server or network underlying the Mastercard Site, or interfere with anyone else's use and enjoyment of the Site.

You may not create a web page or site or computer application of any kind that deep links to or frames this Site, any page of this Site, or any graphics, trademark or other proprietary information of any kind located on this Site without Mastercard's express written permission. You may not use meta tags or any other type of hidden text utilizing Mastercard's or any of its affiliates' names, trademarks or intellectual property rights on a web site without Mastercard's express written permission. You may not use the Content provided herein to benefit any third party or to compete with Mastercard.

You may not use automated systems (e.g., robots, spiders, etc.) to access the Site. You agree not to collect personally identifiable information of other users of the Site or to sell or otherwise exploit that information.

Except for the limited rights expressly granted herein, all right, title and interest in and to the Site and all materials contained therein are reserved by Mastercard. Your right to access this Site may be terminated at any time by Mastercard without notice.

Editing, Deleting and Modification

Mastercard reserves the right to modify, add or delete any documents, information, graphics or other content appearing on or in connection with the Site, including these Terms of Use, at any time without notice.

Acceptable Use

You may not use the Site to:

1. 1. Upload, post, e-mail or otherwise transmit any content to the Site that is unlawful, harmful, threatening, intimidating, abusive, harassing, tortuous, defamatory, derogatory, vulgar, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically or otherwise objectionable;
2. 2. Upload, post, e-mail or otherwise transmit any content to the Site that is harmful or objectionable to minors in any way;
3. 3. Impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with a person or entity or create a false persona;
4. 4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site;
5. 5. Upload, post, e-mail or otherwise transmit any content that you do not have the right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. 6. Upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. 7. Upload, post, e-mail or otherwise transmit any material that contains software viruses or worms or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another user's usage, limit or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment;
8. 8. Harvest screen names for any purpose;
9. 9. Disparage the products or services of Mastercard, any company or individual;
10. 10. Use racially or ethnically offensive language; discuss or incite illegal activity; use explicit/obscene language or solicit/post sexually explicit images;
11. 11. Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
12. 12. Intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
13. 13. "Stalk" or otherwise harass another;
14. 14. Collect, display or store personal data about other users, without such user's prior written consent;
15. 15. Upload, post, e-mail, distribute, deliver or otherwise transmit any bulk or unsolicited or unauthorized commercial e-mail, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or
16. 16. Any e-mail sent by you, or caused to be sent by you, to or through the Site may not:
 - o - use or contain invalid or forged headers;

- - use or contain invalid or non-existent domain names;
- - employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path;
- - use other means of deceptive addressing or routing;
- - use a third party's internet domain name, or be relayed from or through a third party's equipment, without permission of the third party; or
- - contain false or misleading information in the subject line or otherwise contain false or misleading content.

Interactive Forums and Groups

An “interactive forum” means any group, club, discussion area, upload functionality, message board, chat room, or similar interactive service appearing on the Site. You must register and comply with instructions that you will find on the Site in order to contribute to any interactive forum.

You may not post on any interactive forum any material that would violate the Terms of Use including without limitation material that is libelous, defamatory, obscene, abusive, invades a person's privacy, violates any intellectual property rights, or that would otherwise violate any law. You may not use any forum in a commercial manner. You may not post material known or reasonably suspected to be false. You may not post or transmit any information, software or other material that contains a virus or other harmful component.

Mastercard is not be responsible for (a) material appearing in any interactive forum on the Site; or (b) screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. Mastercard, however, retains the right to modify or remove messages or other material that Mastercard, in its sole discretion, considers infringing, offensive, abusive, derogatory, intimidating, disrespectful, false and misleading, defamatory, obscene, or otherwise unacceptable. Mastercard also reserve the right to edit materials, photos, posting or other content for any other reason.

Whether or not modified or removed, you remain solely responsible for the content of their messages or postings. By making a posting, you understand that you are granting Mastercard a worldwide, perpetual, royalty-free, fully-paid, irrevocable, sublicensable, transferrable, non-exclusive license in and to the post (including under copyright, patent, and trademark law), including the right to edit, change, and create derivative works, and any concepts or ideas contained in the post, including the documents, artwork, statements, drawings, outlines, proofs, displays, photographs, footage, outtakes, musical scores, audio and video footage, discs, whether in print or electronic form, produced or created by you as part of the post.

The license you are granting to Mastercard includes the right of Mastercard and its designees to reproduce the post, prepare other works using the post, combine your post with other works, and alter, translate, distribute copies, display, perform, license and apply for copyright registration of the transformed post in the name of Mastercard throughout the world in perpetuity in any media that now exists or may exist in the future. For example, the above grant permits Mastercard and its designees to use only certain portions of your post, rerecord or modify any audio tracks or visual images you provide, rewrite the post, and/or incorporate other materials, either created by

Mastercard or licensed from others, with your post. If we create other works using the post, those works will be owned by us and may be used in accordance with these terms of use, and shall not be subject to your approval.

By making a post, you are waiving and agree not to assert any copyrights or “moral” rights or claim resulting from our alteration of the post or any photograph(s), footage, illustrations, statements or other work contained in the post. You are also agreeing to appoint Mastercard as your irrevocable attorney-in-fact with respect to the post, with the right to execute and deliver any documents, in your name and on your behalf, to ensure that Mastercard can use the Submission, as defined below, that you are licensing in any way Mastercard sees fit. to own and protect the rights in any derivative works created from your post, and to have the post **removed from any other website or forum.**

Upon request of Mastercard, you shall execute and deliver such additional instrument of license, as may be solely deemed by Mastercard, reasonably necessary to establish Mastercard’s ability to use the post as it sees fit and that “Moral Rights of Authors” are waived under these Terms of Use. Should Mastercard fail to request the said license instrument as stated, that shall not be deemed a waiver of Mastercard’s rights and Mastercard may at a later time request the instrument.

Privacy Policy.

Mastercard recognizes the importance of respecting the privacy of those who visit this Web Site and choose to take advantage of the programs and information offered at this Site. The Mastercard General Privacy Policy (linked below) provides an overview of what you can expect when you enroll in one of our programs or simply browse our Site. Different or more detailed policies will be applicable to certain pages within our Site, and to our country-specific Sites.

[General Privacy Policy](#)

No Confidentiality with Respect to Submissions or Feedback.

From time to time, we may ask that you for your feedback on Mastercard’s Site and products and/or services. Any communication or material you transmit or post will be (a) treated as non-confidential and non-proprietary by Mastercard, (b) become the property of Mastercard and Mastercard shall exclusively now and hereinafter own all rights, title and interest therein, and (c) used without restriction by Mastercard licensees and affiliates at its sole discretion without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner, now known or later developed, on this Site or otherwise. Mastercard shall be under no obligation to respond to any such communication. Notwithstanding the foregoing, Mastercard maintains a policy of not accepting or considering any creative ideas, suggestions or materials from the public regarding its products and services (“Submissions”), and therefore, you should not make any Submissions to

Mastercard in any communications through this Site or otherwise. Nonetheless, if you do send us a Submission, despite our request not to do so, then such Submission shall immediately become the property of Mastercard and Mastercard shall exclusively now and hereinafter own all rights, title and interest therein. Furthermore, Mastercard shall be free to use any Submissions for any purpose whatsoever, including, but not limited to, developing and marketing products and services. Mastercard shall not be liable for such use or disclosure of such Submission or for any similarities in the Submission and any future Mastercard products and services.

Links to Other Web Sites.

The Site may contain third party content and links to other web sites that are completely independent of this Site. Third-party content and links are included solely for the convenience of users and do not constitute any approval, endorsement or warranty by Mastercard. Moreover, Mastercard are not responsible for the accuracy, completeness, or reliability of third-party information, or the products or services offered or sold through any linked web site and you assume sole responsibility for the use of third-party information. Such links shall not be construed as an approval or endorsement by Mastercard of the linked web site, or information, content, products or services offered therein. Any agreements, transactions, or other arrangements made between you and such third party are made solely at your own risk. When you click on a third-party link, you will leave the Mastercard Site. Any personal information you submit on the resulting site will not be collected or controlled by Mastercard but will be subject to the privacy notice or terms of use of the resulting site. Please review the privacy policy and terms of use of the resulting site for more information on its privacy practices.

Copyright Complaints.

In operating the Site, Mastercard may act as a “services provider” (as defined by Digital Millennium Copyright Act, (“DMCA”)) and offer services as online provider of materials and links to third party web sites. As a result, third party materials that Mastercard does not own or control may be transmitted, stored, accessed or otherwise made available using the Site. Mastercard has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site. Mastercard has adopted a policy that provides for the immediate removal of any content or the suspension of any user that is found to have infringed on the rights of Mastercard or of a third party, or that has otherwise violated any intellectual property laws or regulations, or these Terms of Use. If you believe any material available via the Site infringes a copyright, you should notify Mastercard using the notice procedure for claimed infringement under the DMCA (17 U.S.C. Sect. 512(c)(2)). Mastercard will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content. Mastercard designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is:
Attention: Copyright Agent, copyrightagent@mastercard.com.

Please provide the following notice:

1. 1. Identify the copyrighted work or other intellectual property that you claim has been infringed;
2. 2. Identify the material on the Site that you claim is infringing, with enough detail so that Mastercard may locate it on the Site;
3. 3. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
4. 4. A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
5. 5. Your address, telephone number, and email address; and
6. 6. Your physical or electronic signature.

Mastercard may give notice to you of any infringement notice by means of a general notice on any of its websites, electronic mail to a user's e-mail address in its records, or by written communication sent by first-class mail to a user's physical address in its records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. 1. Your physical or electronic signature;
2. 2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. 3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. 4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Confidential Information.

As used in these Terms of Use, Mastercard's "Confidential Information" includes the Content and any other information which (a) gives Mastercard a business benefit, gives Mastercard the opportunity to obtain a business benefit, or the disclosure of which could be detrimental to the interests of Mastercard, or (b) which is either (i) marked "Confidential," "Restricted," "Proprietary Information," or other similar marking, (ii) known to be considered confidential and proprietary, (iii) is received under circumstances reasonably interpreted as imposing an obligation of confidentiality, or (iv) any confidential transaction data, as defined in the Mastercard Rules, Maestro Global Rules, and Cirrus Worldwide Operating Rules (currently available at <http://www.mastercard.com/us/merchant/support/rules.html>). You will treat all Mastercard Confidential Information as strictly confidential and use the same degree of care to

prevent disclosure of Mastercard's Confidential Information as you would use with respect to your own most confidential and proprietary information, which, under no circumstances, shall be less than the standard of care imposed by state and federal laws and regulations relating to the protection of the information and, in the absence of any legally imposed standard of care, the standard shall be that of a reasonable person under the circumstances. All Mastercard Confidential Information is and shall remain the property of Mastercard, and, except as expressly provided in this Agreement, no license or other right in any Mastercard Confidential Information is granted to you. Except as expressly provided in this Terms of use , you may not use or disclose any Mastercard Confidential Information without Mastercard's prior written consent, except disclosure to and subsequent uses by your employees and agents on a need-to-know basis in order to fulfill your obligations under this Terms of Use , provided that those employees or agents have executed written agreements restricting use or disclosure of the Mastercard Confidential Information that are at least as protective of Mastercard's rights to the Mastercard Confidential Information as those contained in this Agreement. On termination of this Terms of Use or on Mastercard's written request at any time, you will destroy or return to Mastercard all Mastercard Confidential Information in your custody or control. This provision will survive any termination of this Agreement for so long as you have in your possession any Mastercard Confidential Information.

Term and Termination.

1. 1. Term and Termination. This Terms of Use will be effective until terminated as provided herein. Mastercard may suspend or terminate your participation in this Site at any time, without cause or prior notice. In addition, this Terms of Use will terminate automatically on your breach of any of these Terms of Use . You may terminate these Terms of Use for any reason or no reason at all, at your convenience, on receipt of your written notice by Mastercard at customersupport@mastercard.com with the word "terminate" in the subject line and by ceasing all use of the Content.
2. 2. Effect of Termination. On termination of this Terms of Use for any reason the rights and licenses granted to under this Terms of Use you will immediately terminate.
3. 3. Remedies. You acknowledge and agree that your breach of this Terms of Use relating to the licenses granted herein and your use of Mastercard's Confidential Information may result in irreparable harm and permanent injury to Mastercard for which monetary damages would be an inadequate remedy. Consequently, you acknowledge and agree that, in such circumstances, Mastercard will be entitled to seek and obtain, without the posting of a bond, in addition to all other remedies available to Mastercard, at law or in equity, immediate injunctive relief to prevent or stop any breach of those provisions.

Indemnification

You agree to indemnify, defend and hold Mastercard and its business partners, staff and affiliates harmless from any liability, loss, damage, claim, and expense, including reasonable attorneys' fees and expenses and expert costs, related to either your violation of these Terms of Use or your use of the Site.

Representations or Warranties and Disclaimer.

You agree at all times to comply with all applicable regulations, directives, ordinances, statutes and laws related to your use of this Site and any products and services provided herein.

While Mastercard will use reasonable efforts to ensure that all material on this Site is correct; however, accuracy cannot be guaranteed and Mastercard does not assume any responsibility or liability for the accuracy, completeness or authenticity of any information contained in this Site.

THIS SITE AND ALL CONTENT CONTAINED HEREIN ARE PROVIDED TO YOU "AS IS," AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ACCURACY, TITLE, NONINFRINGEMENT, QUALITY OF INFORMATION, OR FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION OBTAINED BY YOU FROM MASTERCARD THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITATION, MASTERCARD DISCLAIMS ALL WARRANTIES REGARDING THE AVAILABILITY OF THE SITE, THAT THE SITE WILL OPERATE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS AT YOUR OWN RISK, ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE IS PROVIDED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY DATA LOSS THAT MAY RESULT FROM YOUR USE OF THE SITE, INCLUDING WITHOUT LIMITATION, DAMAGE RESULTING FROM COMPUTER VIRUSES.

PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Disclaimer of Damages and Limitation of Liability.

IN NO EVENT SHALL MASTERCARD BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR ACCESS OF THE SITE OR ITS CONTENT, EVEN IF MASTERCARD OR ITS BUSINESS PARTNERS, EMPLOYEES, REPRESENTATIVES OR

AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

IN NO EVENT SHALL MASTERCARD'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR **ONE HUNDRED DOLLARS (\$100)** (WHICHEVER IS LESS), FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO ANY MASTERCARD SITE.

PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU.

Governing Law Limitations.

These Terms of Use shall be construed, interpreted and performed exclusively according to the laws of the State of New York, United States of America, without giving effect to any principles of conflicts of law. You expressly agree that any action at law or in equity arising out of or directly or indirectly relating to these Terms of Use or this Site shall be filed only in the Federal or state courts sitting in New York. You hereby consent and submit to personal jurisdiction of such courts for the purposes of any action related to the Site, your access or use thereof, or these Terms of Use, and to extra-territorial service of process.

Should any part or provision of these Terms of Use be held unlawful, void, invalid or unenforceable, that portion shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use are provided in English and the English versions of these Terms of Use shall be valid, enforceable and binding.

Mastercard Standards/Other Agreements.

You agree to undertake your obligations and responsibilities hereunder in accordance with the terms and conditions of the Mastercard Standards. The Mastercard Standards, to the extent applicable and relevant are hereby incorporated into this Agreement by reference. The manner in which the Mastercard Standards applies to you depends upon your relationship with Mastercard. For the purposes of this Agreement, the term Mastercard Standards means the amended and restated certificate of incorporation, by laws, rules (as published in the Mastercard Rules manual) and policies, and the operating regulations and procedures of Mastercard, including but not limited to any manuals, guides or bulletins, as may be amended from time to time. In the event of a conflict between the terms and conditions of this Agreement and the Mastercard Standards, the following order of precedence shall apply: (A) the terms and conditions of this Agreement; and (B) then the Mastercard Standards. For avoidance of doubt, conflicts shall only exist where compliance with the two provisions where compliance with the two provisions

Except as provided herein, these Terms of Use constitute the entire agreement between you and Mastercard pertaining to their subject matter. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site. You may also be required to accept additional terms and conditions for certain products and services made available through the Site. You may also have a separate agreement between you and Mastercard with respect to certain products and services made available through the Site and provided by Mastercard which will govern your use and access to those products and services. Mastercard's failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of its right to enforce such provision.

These Terms of Use and any related documents may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between you and Mastercard. Neither you nor Mastercard will contest the validity or enforceability of these Terms of Use and any related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

Miscellaneous

Assignment. You may not assign or transfer your rights or obligations under this Agreement. Any purported or assignment in violation of the foregoing will be invalid.

Export Restriction. Services and products may be subject to U.S. export jurisdictions and the import jurisdictions of other countries. Regardless of any disclosure made by you to Mastercard of an ultimate of the ultimate jurisdiction of any product or service ,you will not export or re-export, either directly or indirectly, any product or services or technology received from Mastercard without first obtaining, at your own expense, any required export or re-export license from the United States Government. You confirms that You will not engage in any activities related to this Agreement with a person, as that term is identified on the OFAC List, or with a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. For purposes of this Section, "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any requirements of law, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States. The OFAC List currently is accessible through the internet website www.treas.gov/ofac.

Independent Contractors. You and Mastercard are independent contractors and nothing contained in this Terms of Use will be deemed to create an employment, association, partnership, joint venture, agency or other relationship between or among you and Mastercard or any of their respective personnel.

Publicity. Neither party shall issue any news release, public announcement, advertisement, or any other form of publicity, in any form or content, in connection with this Terms of Use or any product or service provided herein without first obtaining the written approval of the other party. Notwithstanding the foregoing, Mastercard may make any disclosures as required by applicable law, including reporting required to be made to the Securities and Exchange Commission.

Contests and Sweepstakes. From time to time, we make you aware of certain Mastercard or third party related contests and sweepstakes or other promotions. All such contests, sweepstakes and promotions are subject to the Official Rules or Terms and Conditions for such sweepstakes, contests and promotions and all related applicable laws, regulations and statutes.

Waiver. The failure or delay by Mastercard to exercise or enforce any right or provision of this Terms of Use or rights under applicable law shall not constitute a waiver of any of those provisions or rights. If any provision of this Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court shall endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

Survival. The terms, conditions, and warranties contained in this Terms of Use that by their nature and context are intended to survive the expiration or termination of this Agreement shall survive such termination.

Contact Information/Customer Service

[marketing@mastercard.com.]

Issued December 10, 2012