

# VISA BENEFITS PRIVACY POLICY

This privacy policy was last updated March 1, 2015.

Welcome to the Visa Benefits website(the “Website”) operated by Visa (“Visa”, “we” or “us”)Website. Please read below to learn how we collect, protect and use your data when you interact with us through this Website.

Please note that other Visa services, websites, applications and promotions may have different privacy practices. In those cases, we will display a different privacy policy that applies when you interact with those services, websites, promotions or applications.

Whenever you submit any information to us using this Website, you consent to our storage and processing of this information in different countries from where you reside, including in the US. Please note that these countries may have different laws and requirements about privacy and data use than where you live.

## Personal Information we collect

We collect Personal Information (information which can be used to identify an individual) such as

- Name
- Contact information (such as email, phone, and mailing address)
- Visa card number

We may collect Personal Information when you choose to provide us through the Website, as well as through other sources, such as joint marketing partners; social media platforms; from people with whom you are friends or otherwise connected on social media platforms, and from other third parties.

## Other information we collect

We may collect information about your use of the Website such as

- How you use the Website
- IP address and information about the device you use to access the Website, such as your Media Access Control (MAC) address, computer type (Windows

or Macintosh), screen resolution, operating system name and version, device manufacturer and model, language, Internet browser type and version and the name and version of the Website (such as the application) you are using

- Your location, if you are using a Website mobile application. You will be asked if you want us to collect your location information before we do so.

We also collect or compile other information about you (such as enrollment numbers or demographic group information) on an aggregated and de-identified basis. We may use or share any other information with third parties for any lawful purpose.

## **Use of Cookies**

We, including our third party service providers, use certain tools to collect information about you while browsing our website. These tools use cookies which are small text files that are stored on your computer's hard drive. The cookies are used, among other things, to improve website performance, to provide you with customized viewing options, to compile statistical reports on website activity, or for security purposes. We also use cookies to recognize you as a merchant or a previous visitor of our website, or to pre-populate website forms. Such information may be disclosed to third parties to provide any of the activities mentioned above on behalf of us.

To find out more about cookies, including browser-specific instructions on how to restrict or block cookies, go to <http://www.allaboutcookies.org>. Remember, though, without cookies, you may not be able to take full advantage of all of our website features.

## **Do Not Track**

The Website may use web tracking technologies such as cookies placed on your device by us or companies providing services to us. We do this to collect some of the information described above and to provide and customize the Service for you. You can clear cookies at any time through your browser settings. The Service cannot recognize "Do Not Track" signals.

You can configure your browser to reject cookies, or to notify you when a cookie is set. However, if you reject cookies, the Website may not operate properly.

## How we use Personal Information

We primarily use this information to provide the Website and related features to you and to

- Fulfill your requests and respond to your questions
- Send administrative information to you, such as changes to our terms, conditions, and policies.
- Analyze and monitor Website usage and to make improvements
- Help secure the Website, prevent fraud and enforce our policies
- Personalize our Websites for you
- Contact you about other Visa services or those of our affiliates or other third parties, if you agree
- Perform other activities with your consent
- Conduct data analysis, audits, develop new products, identifying usage trends, determining the effectiveness of our promotional campaigns and operating and expanding our business activities.

## How we share Personal Information

We will only share Personal Information collected through the Website as described in this policy, unless we provide you with choices. Specifically, we may share your Personal Information

- With companies and vendors that provide the benefits, help us manage the benefits claims, and help us operate our business by providing services such as website hosting, data analysis, information technology and related infrastructure provision, customer service, email delivery, auditing and other similar services.
- To comply with law or other legal obligations such as responding to subpoenas, including laws and other legal obligations outside your country of residence
- To respond to requests from public and government authorities including public and government authorities outside your country of residence
- To protect our rights, operations or property, or that of our users
- To investigate, prevent, or take action regarding potential or suspected illegal activities, fraud, threats to the personal safety of any person, or violations of the Website's terms and conditions

- With other companies that are owned by Visa as allowed by law . Visa Inc. is the party responsible for the management of the jointly-used Personal Information.
- With a purchaser of Visa (or the majority of its assets), a merger or internal acquisition.
- With your consent

## **Your choices**

You can choose not to provide us Personal Information when you use the Website. However if the information request is not identified as optional and you choose to not provide required Personal information, then you may not be able to use the features of the Website

## **How you can access or edit your Personal Information**

This website allows you to review and edit Personal Information that you entered. Please note, that consistent with local law, Visa may retain your Personal Information for auditing purposes, to troubleshoot problems, assist with investigations, enforce our policies or comply with legal requirements. Please note that we are not responsible for permitting you to review, or for updating or deleting Personal Information that you provide to a third party, including any app, social media platform, or wireless service provider.

## **How we protect your Personal Information**

Visa uses security technologies including firewalls and Secure Socket Layers to help protect the Personal Information we collect from you through the Website. Our policies restrict access to Personal Information to those employees and service providers who need to know the information in order to provide you the Visa services that you use. We maintain physical, electronic and procedural safeguards to protect Personal Information.

## **Linked services**

This privacy policy does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site or service to which the Website links. The inclusion of a link on the Website does not imply endorsement of the linked site or service by Visa

Please note that we are not responsible for the collection, usage and disclosure policies and practices (including the data security practices) of other organizations, including any Personal Information you disclose to other organizations through or in connection with our Websites.

## **Changes to this Privacy Policy**

We may change this privacy policy at any time by posting an updated privacy policy.

## **Retention period**

We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this policy unless a longer retention period is required or permitted by law.

## **Use of the Website by minors**

The Website is not directed to individuals under the age of thirteen (13), and we request that these individuals do not provide Personal Information through the Website.

For Brazilian users, in case the individual is younger than 18 year and has a credit card, the individual has to be assisted by his/her parent when using the Website.

## **Sensitive information**

We ask that you not send us, and you not disclose, any sensitive Personal Information (*e.g.*, social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, criminal background, taxpayer number or trade union membership) on or through the Website.

## **How to contact Visa regarding your privacy concerns and questions**

If you have questions or comments about our privacy practices, please email us at [askvisausa@visa.com](mailto:askvisausa@visa.com) or write to us at: Visa U.S.A. Inc. P.O. Box 194607, San Francisco, CA 94119-4607 Attention: Global Privacy Office.

## **Visa Benefits Terms and Conditions**

PLEASE READ THE FOLLOWING TERMS OF SERVICE ("TERMS"). YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THESE TERMS IF YOU CREATE A VISA BENEFITS WEBSITE ACCOUNT OR CLICK AN "I ACCEPT" BUTTON OR AN EQUIVALENT INDICATOR WITH REGARDS TO THE USE OF VISA BENEFITS WEBSITE WEBSITE

### **1. Insurance Claims and Descriptions of Benefits**

In all cases, insurance claims are subject to terms and conditions which include certain restrictions, limitations and exclusions (please refer to your cardholder agreement with your bank for more information on such terms and conditions). All types of coverage are subject to change or cancellation without notice. For any questions regarding these programs, please call the Visa Customer Service Center. The services and insurance coverage described, as well as the management of card benefits and claims, are provided by third parties, not by Visa. Any description of any benefits is provided for your information about the coverage and is not intended to be an insurance policy. The provisions of these insurance programs are contained in the policies filed with Visa. In the event of any discrepancy between the description of the benefits and such policies, the policies will govern.

### **2. Eligibility**

Visa Benefits website is only available to existing Visa cardholders who(i) have eligible cards issued in countries of Latin America and the Caribbean, (ii) are of the legal age of majority in their jurisdiction of residence; and (iii) are the primary Visa cardholder or authorized user of the eligible cards, and in good standing with respect to their eligible accounts.

### **3. Registration and Account Security**

If you choose to register for Visa Benefits website , you agree to provide us, at all times, with accurate information about yourself. You acknowledge and agree that Visa will have no liability associated with your failure to maintain accurate registration information, including your failure to receive important information about Visa Benefits Website. If Visa suspects that any information you provided to us is untrue, inaccurate or incomplete, Visa may suspend or terminate your Visa

Benefits Website account and refuse any use of Visa Benefits Website by you.

As a part of your registration, you are required to establish a username and password, which are used to authenticate you when using Visa Benefits Website. They act as your signature and you are responsible for their use and protecting their confidentiality. We are not responsible for any losses you incur as a result Visa Benefits Website of unauthorized use of your Visa Benefits Website Visa Benefits Website account. You agree to notify Visa immediately of any unauthorized use of your user name or password, or any other security breach relating to your account. You acknowledge and agree that any use of Visa Benefits Website occurring through your username and password shall be deemed to be your actions and that Visa may rely upon such actions. We cannot guarantee that information you transmit via the Internet is entirely secure. We do not guarantee that Visa Benefits Website are virus-free or that access to it will be free from interruptions.

#### **4. Cardholder Agreement**

These terms do not amend or modify any agreement with your Issuer in respect of an eligible Card ("Cardholder Agreement"). In the event of any inconsistency between these terms and your Cardholder Agreement with your Issuer, these Terms govern as to the relationship between you and Visa solely with respect to Visa Benefits Website and your Cardholder Agreement with your Issuer governs as to the relationship between you and your Issuer. You are responsible for ensuring that your use of Visa Benefits Website Visa Benefits Website complies with any Cardholder Agreement with your Issuer.

#### **5. User Conduct**

You agree that you will comply with all applicable laws, rules and regulations and other legal requirements that relate to your use of Visa Benefits Website. In addition, you agree: (i) to use the Visa Benefits Website in accordance with these Terms; (ii) not to interfere with the security or operation of Visa Benefits Website; (iii) not to attempt to obtain unauthorized access to portions of Visa Benefits Website that are restricted from general access; (iv) not to use Visa Benefits Website in any manner that could be deemed false and/or defamatory, threatening, invasive of a person's privacy, or in violation of any third party rights; (v) not to reproduce Visa Benefits Website in any form (vi) not commercially exploit, modify, decompile, disassemble, reverse engineer or transfer Visa Benefits Website; (vi) not interfere with the proper working of Visa Benefits Website; and (vii) to comply with any other requirements,

restrictions or limitations imposed by Visa or by your Issuer from time to time.

## **6. Disclaimer of Warranties/Limitation of Liability**

VISA BENEFITS WEBSITE, IN WHOLE AND IN PART, INCLUDING ALL SERVICES, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR USE OF VISA BENEFITS WEBSITE. IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING NEGLIGENCE, SHALL VISA AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, CUSTOMERS, MEMBERS, EMPLOYEES OR AUTHORIZED AGENTS (COLLECTIVELY, THE "VISA PARTIES") BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING DIRECT, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING FROM OR IN CONNECTION WITH VISA BENEFITS WEBSITE AND/OR THESE TERMS, EVEN IF A VISA PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE VISA PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR: (I) YOUR USE OF OR INABILITY TO USE VISA BENEFITS WEBSITE FOR ANY REASON; (II) ANY CONTENT AVAILABLE IN CONNECTION WITH VISA BENEFITS WEBSITE; (III) ANY SERVICES RECEIVED IN CONNECTION WITH VISA BENEFITS WEBSITE; (IV) DISPUTES BETWEEN YOU AND ANY THIRD PARTY; (V) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN ANY INFORMATION PROVIDED THROUGH VISA BENEFITS WEBSITE; (VI) UNAUTHORIZED ACCESS TO, OR ALTERATION OR LOSS OF, YOUR TRANSMISSIONS, DATA OR OTHER INFORMATION THAT IS COLLECTED, STORED OR SENT IN CONNECTION WITH VISA BENEFITS WEBSITE; (VII) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS; OR (VIII) ANY OTHER USE BY YOU OF VISA BENEFITS WEBSITE. IN ADDITION, THE VISA PARTIES SHALL NOT BE LIABLE IF VISA BENEFITS WEBSITE CANNOT BE PROVIDED (OR ANY PART THEREOF) OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THESE TERMS DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT, TRANSMISSION OR DELIVERY PROBLEMS, OR ANY INDUSTRIAL DISPUTE, WAR, NATURAL DISASTER, ACT OF TERRORISM, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE VISA PARTIES' CUMULATIVE



LIABILITY TO YOU ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS; OR (B) \$100. 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.