

## Terms & Conditions

The 2020 Visa Everywhere Initiative in Latin America and the Caribbean (“**Initiative**”) is a virtual innovation challenge presented by Visa International Service Association (“**Visa**”) that is designed to accelerate innovation by bringing together startups, developers and designers to create cutting-edge solutions involving Visa products.

**Summary.** Subject to the terms and conditions set forth below (“**Terms**”), Visa will (i) accept submissions of technology related solutions from companies in Latin America and the Caribbean (“**Initiative Participants**”), (ii) select thirty (30) of the Initiative Participants to participate in one of five virtual semi-final events, (iii) of those thirty participants, Visa will select up to ten (10) Initiative Participants as finalists and (iv) will give the finalists the opportunity to: (a) participate in a three-week virtual immersion program, (b) present their solution to a panel of judges which may include executives from Visa and others selected by Visa, and (c) present their solution at a virtual showcase of the Initiative where awards will be announced and given to Initiative Participants (each an “**Award Recipient**”). The first Award Recipient will be awarded US\$25,000, the second Award Recipient will be awarded US\$15,000 USD, and the third Award Recipient will be awarded a US\$10,000.

The Initiative is governed by these Terms, is subject to all applicable laws, and is void to the extent prohibited or restricted by law. Visa may perform any of its activities or exercise any of its rights in connection with the Initiative, whether or not described in these Terms, directly or via one or more designees.

### 1. Objective

Visa is looking for the best and brightest companies to provide an innovation solution that helps people reach their goals and aspirations through breakthrough digital or social tools.

The Solution should be aligned to Visa’s brand positioning (“Wherever you want to be, Visa helps you get there”), solve business challenges, influence our product roadmaps, support our customers, and shape our culture of innovation, and directly solve for one of the following five challenges (the “**Challenges**”):

#### **Challenge # 1: “Small Business Recovery”**

As economic recession continues to get worse across the world, innovation is more important than ever. Visa wants to help reduce negative impacts on small and medium enterprises (“**SMEs**”) and contribute to avoid catastrophic failure across the small business economy of Latin America and the Caribbean. That’s why Visa is looking for growth-stage solutions with the potential to strengthen small businesses operations & capabilities. Visa wants to know – How **would startups drive innovation to improve the Latin American digital payments ecosystem to support and speed up the economic recovery of Small Businesses in the stabilization period to come?**

For this challenge, Visa is looking for companies **primarily** in the following sectors:

- a. Accept contactless & mobile payments
- b. Grow on e-commerce
- c. Move money faster

- d. Solve for liquidity
- e. Chargebacks & disputes
- f. Auth rates & operations
- g. POS lending
- h. Disbursements
- i. SME Financial Management
- j. Loyalty programs
- k. Rewards

## **Challenge #2 : “Frictionless Mobility”**

**Brief:** Hundreds of millions of people use mass transit (trains, subways, buses, etc.) on a daily basis all around the world. These individuals receive the best transportation experiences when using new technologies such as mobile wallets (e.g., Apple Pay), wearables, or contactless credit, debit, and prepaid cards when paying for their transportation needs. With these technologies, there’s no need to carry paper tickets or cash, stand in line to buy tickets or reload transit cards; people just show up and ride. To continue delivering seamless and secure mass transit experiences, Visa developed the Mass Transit Transaction (MTT) model. MTT, is a pay-as-you-go (PAYG) model based on contactless EMV technology that provides accessibility and enables payment transactions within public transportation systems. Visa continues to work with the Urban Mobility industry to enable fast, easy and secure payments on more modes of transportation in the region, and is looking for innovative solutions for this to help improve the door-to-door journey. How can Visa work with your startup to develop and enhance the experience of mass transit, micro-mobility services or other forms of ticketing and mobility payments for millions of people?

For this challenge, Visa is looking for companies **primarily** in the following sectors:

- a. Biometrics
- b. Authentication
- c. Internet of Things
- d. Artificial Intelligence
- e. Security/Identity
- f. Blockchain
- g. Peer-to-Peer Payments
- h. Mobile Payment Infrastructure

## **2. Overview**

The initial phase of the Initiative will take place via online registration and submission of your solution (“**Solution**”). Registrations and corresponding Solutions will be accepted from 12:00 a.m. United States Pacific Time (“PT”) on June 1, 2020 until 11:59 p.m. PT on June 27, 2020 (“**Submission Period**”). Registering and submitting a Solution for the Initiative does not mean that you will be invited or guaranteed the opportunity to participate in the remainder of the Initiative.

Based on a number of factors, including criteria described in Section 9 below and information gained from inquiries and discussions with Solution submitters, Visa will select up to thirty (30) Initiative Participants (each, a “**Semi-finalists**”) to compete in the Initiative’s semi-final competition (“**Semi-finals**”). Semi-finalists will have the opportunity to present virtually on a specified date/time in front of Visa representatives to determine up to ten (10) Initiative Participants (each, a “**Finalist**”) to participate in the final competition of the Initiative (each, a “**Finalist**”).

Potential Semi-finalists will be notified of their selection, and be required to: (a) confirm within a specified timeframe that they will present virtually for the Semi-finals from August 17, 2020 to August 21, 2020 at a time specified by Visa; and (b) agree to additional terms and conditions that will govern potential post-Initiative development of products, as appropriate based on the nature of the submission (the “**Post-Submission Materials**”).

The Finalists then will be: (i) invited to participate in a three (3) week virtual immersion program, (ii) invited to present their Solutions virtually at the Finals, and (iii) required to participate in the creation of a video presentation about their solution, which will be presented at the virtual show-case where the awards will be presented.

Visa reserves the right, in its sole discretion and without prior notice, to adjust the number of Semi-finalists or Finalists, adjust the awards and prizes, the criteria for selecting Semi-finalists and Finalists, or to adjust any of the dates and/or timeframes stipulated in these Terms for any reason whatsoever.

You agree that you will not issue any press release or make any public statement or disclosure about the Initiative without Visa’s prior written consent, and that failure to comply with this may result in disqualification and/or immediate reimbursement of any awards or prizes you have received from Visa as part of the Initiative.

### **3. Agreement to Terms**

By submitting a Solution, (a) you agree to comply with all applicable laws, these Terms, and any other guidelines or instructions provided to you by Visa in connection with the Initiative, (b) you represent and warrant that you have the authority to bind your company (“**Company**” or “**you**”) and its participants to these Terms, and (c) you agree that all decisions made by Visa and the Initiative’s judges (“**Judges**”) are final and binding on you, your Company, and its participants.

To the extent that there is any inconsistency between these Terms and any Initiative-related materials, including but not limited to social media, website content, television, print, or online advertising, the Terms shall govern.

### **4. How to Submit**

You may register for and submit a Solution to the Initiative by following the instructions at <https://visaeverywhere.typeform.com/to/ehlpVd>

Initiative Participants will be asked to identify how they may have been referred to the Initiative. How a participant has been referred to the Initiative will not affect how a Solution is evaluated or judged in any manner.

Your online registration will be subject to Visa's Terms of Service and Privacy Policy. You must enter the required information accurately and accept the terms and conditions displayed as part of the registration process.

All registrations and submissions must be received by 11:59 P.M. PT on June 27, 2020 to be considered for the Initiative. Visa's systems shall serve as the official clock for purposes of the registration and submission deadline. In your submission, you must identify the particular challenge that your Solution is intended to address.

It is solely your responsibility to ensure that you have properly registered and submitted your Solution. Visa will not be responsible for any lost, delayed, misdirected, incomprehensible, incomplete, damaged, garbled or undeliverable registrations or Solutions, or any delay or failure to transmit, process, receive or consider registrations or Solutions.

After you submit your Solution, you may be asked to complete the Post-Submission Materials, and semi-finalists will be determined from participants who meet these requirements. Given the potentially short time between the end of the Submission Period and the selection of the semi-finalists, you are encouraged to submit your Solution as soon as possible and to complete the Post-Submission Materials. Solutions may be further developed or modified between initial submission, semi-finals and the Finals.

## **5. Eligibility – Participants**

- a. At the time of registration of your Solution with Visa you are a company incorporated or registered with products or services available in any of the countries or territories located in Latin America and the Caribbean as listed below (each, an **"LAC Country"**): Anguilla; Antigua and Barbuda; Argentina; Aruba; Bahamas; Barbados; Belize; Bermuda; Bolivia; Bonaire, Sint Eustatius, and Saba; Brazil; British Virgin Islands; Cayman Islands; Chile; Colombia; Costa Rica; Cuba; Curacao; Dominica; Dominican Republic; Ecuador; El Salvador; Grenada; Guadeloupe; Guatemala; Guyana; Haiti; Honduras; Jamaica; Martinique; Mexico; Montserrat; Nicaragua; Panama; Paraguay; Peru; Puerto Rico; Saint Kitts and Nevis; Saint Vincent and the Grenadines; Sint Maarten; St. Lucia; Suriname; Trinidad and Tobago; Turks and Caicos Islands; US Virgin Islands; Uruguay; Venezuela.
- b. You must also be at least 18 years old (or at least the age of majority in your jurisdiction of residence, whichever is older) at the time of registration.
- c. As of June 1, 2020 your Company must be in a Scale-up or Growth development stage, this means that the Submission Company has: (i) received institutional funding, for example, Seed, Post-Seed or Pre-Series A funding, (ii) developed and started to commercialize a financial technology product, service or solution (companies at an ideation, conceptualization or beta version stage without a product or service in the market are not eligible to participate in the Initiative) and (iii) has an existing customer base

- d. Your solution is a technology-based product, service or application with an impact in the financial services industry directly or indirectly through use cases applied to one of our Challenges.

Before or during the Initiative, the Company, its employees, officers, directors, or investors, have not committed or been involved, or do not commit or become involved, in any activity, situation, or occurrence, or there is any public allegation of any such commission or involvement by the Company or any of its employees, officers, directors, or investors, that at Visa's sole discretion: (i) causes or would cause offence, outrage, ridicule, or contempt, and, as a result (ii) negatively impacts or has the potential to negatively impact the good name of Visa and the reputation of its brand. Such activity, situation, or occurrence may or may not involve allegations of criminal conduct, unethical conduct, dishonesty, or immorality.

In addition, employees of Visa or its designee(s) are not eligible to submit a Solution to the Initiative.

Visa may request valid proof of eligibility, including with respect to identity, corporate organization, age and other relevant documentation, and may disqualify a participant at any time without notice for any reason, including, without limitation, if Visa determines (in its sole discretion) that the provided proof is not sufficient or the participant does not otherwise meet the Initiative's eligibility criteria, or the participant fails to comply with these Terms or attempts in any way to disrupt or undermine the Initiative or to circumvent any of these Terms.

You are not required to make any purchase or pay any fee to register for, or participate or receive an award or other recognition in, the Initiative nor will you be required to make available any ownership or equity stake in your Company. However, you and your Company (if applicable) are responsible for all expenses you may choose to incur in the course of developing your Solution and presenting it virtually for the Initiative, except otherwise agreed in writing you and Visa.

## 6. Visa Materials

In the course of developing your Solution, you may be granted access to Visa APIs or other materials, documentation, data, content, or code (collectively, "**Visa Materials**") via the Visa Developer Portal ("**VDP**") subject to and governed by the VDP Terms of Use ("**TOU**") available at <https://developer.visa.com/terms>. To the extent that you are provided access to the VDP and Visa Materials, and subject to and contingent upon your compliance with these Terms, Visa hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license in the United States to access and use the VDP and Visa Materials solely during the Initiative and solely for the purposes of developing and demonstrating your Solution. Upon access and use of the VDP and any Visa Materials, you agree to abide by such TOU, which (as they exist now or may subsequently be amended) are hereby incorporated by reference, such that references to these Terms shall include the TOU. Any use of the Visa Materials shall include attribution to Visa as the source thereof and shall contain all copyright and other proprietary notice or legends found on the original.

You agree that Visa may restrict the number of calls your Solution makes through the Visa APIs, for any reason including, but not limited to, concerns regarding stability or security of the Visa APIs or other Visa systems, or for no reason. You agree that Visa may throttle, suspend or permanently terminate responses to your Solution's Visa API calls, at Visa's sole discretion, and that Visa may change the method of access to the Visa APIs at any time.

You represent and warrant and agree that: (a) you will use the Visa Materials only for purposes permitted by and in accordance with these Terms and applicable laws and regulations and not for any commercial use, and any future commercial use of the Visa Materials shall be subject to separate terms and conditions; and (b) you are solely responsible for, and neither Visa nor its affiliates have any responsibility to you or any third party for, (i) any data, content, or resources that you obtain, transmit or display through your Solution or the Visa Materials and (ii) any breach of your obligations under these Terms, any applicable third party license, or any applicable laws or regulations, and for the consequences of such breach.

You acknowledge and agree that your authorized use of the Visa Materials does not excuse you from, and Visa will not be responsible for, your compliance with applicable laws, including those that may require you to be licensed as a money transmitter or chartered as a bank in the jurisdiction in which you are, may be, or will be offering services.

In partial consideration for your right to use Visa Materials during the Initiative, you hereby grant to Visa, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents, and designees (collectively, the “**Visa Parties**”) a fully paid-up, royalty-free, worldwide, non-exclusive, irrevocable covenant not to sue (and not to assist or provide consent to any third party to sue) under any intellectual property rights which you own or control that relate to the Visa Materials (including the technologies, programs or services described therein), including any patents to make, have made, use, offer for sale, sell, import and otherwise provide the Visa Materials (or any portion thereof) and to practice any method, process or procedure in connection therewith. You hereby further irrevocably covenant not, in any way, to rely upon or refer to the Visa Materials, or any portion, functionality or other characteristics thereof, in any assertion or allegation of patent infringement (direct or indirect) or to assist or provide consent to any third party to do so.

## **7. Solution Guidelines**

Solutions should be designed to meet all of the following criteria, each as determined and which may be modified by Visa, in its sole discretion:

- a. Offers new functionality, features or tools that solve for one of the Challenges;
- b. Incorporates and addresses existing commerce/payments problems and solutions;
- c. Is a potentially viable product that can be easily integrated into a pilot with Visa and partner companies;
- d. Does not contain, depict, imply or refer (explicitly or otherwise) to any content that:
  - i. is inappropriate, objectionable, or unsuitable;
  - ii. disparages or refers negatively to Visa, the Initiative, or any other person or entity;
  - iii. unnecessarily refers to any third party (person or entity); or
  - iv. violates any law or any third party’s intellectual property, privacy, personality or other rights (“**Third-Party Rights**”)
- e. Does not conflict with any of Visa’s core values or brand guidelines, and is not otherwise objectionable to Visa;
- f. Does not contain malicious code, create an information security risk or otherwise compromise the integrity of the Solution, whether alone or integrated with any Visa experience, product or service.

- g. Is a technology-based product or service applicable directly or indirectly to financial services or use cases relevant to payments and financial services, for example:
- i. Payments
  - ii. Enterprise financial management
  - iii. Crowdfunding
  - iv. Personal financial management
  - v. Wealth Management
  - vi. Insurance
  - vii. Lending
  - viii. Financial education
  - ix. Savings
  - x. Scoring
  - xi. ID validation
  - xii. Financial inclusion
  - xiii. Blockchain technologies
  - xiv. Vertical banks
  - xv. FX and trading
  - xvi. Risk analysis
  - xvii. API's
  - xviii. Internet of things
  - xix. Analytics tools
  - xx. Security
  - xxi. Fraud detection and anti-money laundering
  - xxii. Big Data
  - xxiii. Enterprise solutions for financial institutions
  - xxiv. Digital commerce

Visa may disqualify any Solution, without notice, if it determines in its sole discretion that the Solution does not comply with any of the above requirements or otherwise with these Terms.

In addition, prior to the semi-final and final presentations, Visa may – but is not obligated to – provide additional guidance or feedback to potential semi-finalists or Finalists, either individually or as a group, regarding the development of their Solution(s).

## **8. Your Additional Representations and Warranties**

By submitting a Solution to the Initiative, you represent and warrant that:

- a. You and the Solution satisfy all of the eligibility requirements and criteria set forth in these Terms;
- b. You are the original creator of the Solution;
- c. You are the sole owner of, or you have obtained all necessary and appropriate rights, licenses, and permissions to use, the Solution and all content in and on the Solution and your presentation (if any);
- d. The Solution is original and has not been previously published or received any previous award or recognition;
- e. The Solution does not infringe or violate any Third-Party Rights, and none of the Visa Parties will infringe any Third-Party Rights when they copy, display, modify, transmit or otherwise use the Solution in connection with the Initiative or in any other way contemplated herein; and

f. The Solution is not the subject of any actual or threatened litigation, claim, or dispute.

Visa reserves all rights and remedies in the event that Visa determines that any of the above representations and warranties is materially false, including but not limited to the right to disqualify you and/or the Solution at any point prior to or after naming the semi-finalists, Finalists, and Award Recipients, and seeking return of any money awarded pursuant to the Initiative.

## **9. Judging Process**

Visa and the Judges will select the Semi-finalists, Finalists and Award Recipients in their sole discretion.

Throughout the Initiative, Visa may contact you regarding your Company, your Solution, its implementation, or other relevant topics to assist in evaluating your submission, and may share with other Visa personnel or Visa's designees information received from such inquiries, correspondence, and discussions, whether or not for purposes of the Initiative.

The Semi-finalists will be determined based on a number of factors, including criteria described in this section and information gained from inquiries and discussions with Solution submitters by Visa and their judges, in their sole discretion. Semi-finalists will be contacted via email and must respond within the timeframe specified (and complete/return required paperwork as indicated in Section 10) in order to have the opportunity to present virtually in front of Visa representatives (for up to 5 minutes and then a there is a 5-minute Q&A) at the Semi-finals to determine up to ten (10) Finalists, based on criteria below. Up to two (2) Finalists will be announced at each Semi-final.

The Finalists will then be contacted via email and must respond within the timeframe specified (and complete/return required paperwork as indicated in Section 10) in order to have the opportunity to virtually present at the Finals. The Finalists will then be invited to present their Solutions virtually at the Finals at which time the award recipients will be determined, as described below. Finalists will also be invited to participate in the creation of a video presentation about their solution, which will be presented at the virtual show-case of the Initiative, where the Award Recipients will be announced. Additional details included in the Overview Section above.

All events are on specified dates and if a Semi-finalist or a Finalist is unable to attend an event virtually, he/she forfeits the designation of Semi-finalist or Finalists, the right to participate in that event, and the right to advance to the next competition of the Initiative and receive an Award. Visa is mindful of technological challenges of attending events virtually; however, each participant is solely responsible for securing and using their own Internet connection and securing the hardware and software necessary to participate in the Initiative.

Because Visa is seeking innovative ideas and solutions, there is no single criterion on which Visa and the Judges will evaluate your Solution. Solutions will be judged on a combination of the following criteria:

- a. How unique, innovative, and/or novel is the Solution?
- b. How scalable is the Solution?
- c. How well will the Solution integrate with Visa platforms?
- d. How easily can the Solution be implemented?
- e. How compelling are the Company's offerings?
- f. How interesting is the Company to Visa in general?

- g. How will the Solution potentially impact or improve the current consumer/merchant experience?
- h. How positive an impression did the Company and its presentation make?
- i. Is the Company at a stage of technological development that aligns with Visa's interests?
- j. Does the Company align with Visa's diversity and inclusion initiatives?
- k. Are the milestones that were identified for the development program sufficiently aggressive and attainable?
- l. How would your company support and speed up the economic recovery of Small Businesses?

Decisions of Visa and the Judges with respect to all aspects of the Initiative will be final and binding.

## **10. Award Recipient Notification/Award Eligibility**

Visa or its designee will contact by email, mail or phone, each Initiative Participant that is being considered as potential Semi-finalists, Finalists, and Award Recipients.

Prior to being declared an Semi-finalist, Finalist and an Award Recipient, Initiative Participants must, within two (2) days of notification, be required to sign (where legal) and return a Declaration of Eligibility/Release of Liability and Assignment of Rights in a form determined by Visa ("**Release**") and U.S. Internal Revenue Service Form W-9 (only for U.S. citizens or residents) or similar form (for non-U.S. citizens or residents), which, among other things: (i) confirms compliance with these Terms; and (ii) confirms the release, representation and warranties and indemnification specified herein. Participant's failure to timely return the Release may result in his/her forfeiture of the Award or semi-finalist/Finalist status. All potential award recipients/semi-finalists and Finalists are subject to verification by Visa, whose decisions are final and binding in all matters related to the Initiative. An Initiative Participant is not an Award Recipient or a Semi-finalist or Finalist unless and until such person's eligibility has been verified and such participant has been notified that verification is complete.

An Initiative Participant is not eligible for an award in the Initiative unless all people participating in the Initiative from the same Company have complied with, and remain in compliance with, these Terms, and Company has obtained from Company participants all consents and approvals required under Section 14 below (and as included above), as well as completed any other documentation that Visa may require, in its discretion, including but not limited to federal and state tax forms (e.g. W-9 in the U.S. or similar). Awards may also be subject to Visa and Company entering into an agreement in a form determined at Visa's discretion regarding post-Initiative activity related to the Company's Solution or other activities with Visa ("**Collaboration Framework Agreement**"), which may include a minimum number of appearances at Visa events, appropriate license and ownership provisions relating to intellectual property, as well as the provision of quotes or other materials that may be used by Visa in promoting the Initiative and the relationship with Company and other terms governing the development of technology. You and your Company (if applicable) are responsible for all expenses in connection with this joint activity, except to the extent of any support, reimbursement, or subsidy that Visa may (but is not obligated to) provide. You and your Company will be responsible for all expenses relating to attendance at the mentoring meeting(s) with Visa (in the event that you are determined as the First Award Recipient). The location of such meeting(s) will be determined by Visa in its sole discretion. You may elect to participate in such meeting(s) in person or via telephone or mutually available videoconferencing service.

If an award notification is returned as undeliverable or if the selected Award Recipient does not comply with all of the above requirements within the specified timeframes, Visa may disqualify such Award Recipient and may select an alternate Award Recipient.

If you change your telephone number, email address, and/or street address or other contact information after registering for the Initiative, it is your sole responsibility to promptly notify Visa by email notice or postal mailing to the address designated by Visa.

## **11. Awards, Benefits and Taxes**

**Awards:** During the Initiative, Visa shall give the following awards:

- US\$25,000 to the first-place Award Recipient.
- US\$15,000 to the second-place Award Recipient.
- US\$10,000 to the third-place Award Recipient.

**Non-monetary Benefits:** Aside from the monetary award identified above, Visa will hold one or more mentorship meetings for the First Award Recipient. At the mentorship meeting(s), representatives from Visa or its designee(s) (selected at Visa's sole discretion) will discuss the First Award Recipient's business and may provide informal business insights and advice. The mentorship meeting(s) will take in a format designated by Visa. Visa makes no promises or guarantees, and shall have no responsibility or liability, with respect to any mentorship, insights or advice provided in connection with the Initiative (including in relation to results or success). You acknowledge and agree that any decisions you make in connection with such mentorship, advice or insights are solely your own and are at your own risk.

Visa also may, but is not obligated to, make additional benefits available to Award Recipients including, but not limited to, a potential contract with Visa to pilot their Solution.

Participants should note that these non-monetary opportunities should not be viewed as awards, and the provision of any non-monetary opportunities will be determined by Visa in its discretion. Any non-monetary benefits are subject to change or cancellation by Visa without notice.

**Taxes.** All taxes and costs related to any award or benefit are the sole responsibility of the recipient. All award items or benefits must be accepted as awarded/provided (with no substitutions), and may not be sold or transferred.

## **12. Cancellation**

If for any reason Visa cannot run the Initiative or the voting element as planned due to any force majeure events (including as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Initiative) or for any other reason, Visa may cancel, modify, extend or suspend the Initiative in its sole discretion and in the event there are eligible Solutions, Visa may elect to determine the semi-finalists and subsequent Finalists and Award Recipients, as may be applicable in its sole discretion.

## **13. Intellectual Property Rights**

You will retain any intellectual property rights you have in the Solution that you create and present in your submissions, except to the extent of any Visa technologies or intellectual property rights embodied or incorporated therein in accordance with these Terms and subject to Visa's ownership of any Visa IP (as defined below). However, by participating in this Initiative, you acknowledge and agree that any ideas, concepts, data, materials, or information related to your Solution or the Initiative that you share are not confidential or proprietary, and Visa and others may use, incorporate or disclose any of them now or in the future in any manner, and you waive any and all related claims that you may have against the Visa Parties or anyone participating in this Initiative. Notwithstanding the foregoing, subject to your ownership of intellectual property under this paragraph, in the event you are selected to further develop technology with Visa, such development may be subject to terms set forth in a Collaboration Framework Agreement.

If your presentation or Solution includes likenesses of third parties or contains content or elements not owned by you, you must be able to provide written legal releases (in a form that is satisfactory to Visa) that permit you to use and exploit such content and elements in the manner used and exploited and that permits the Visa Parties to use and exploit the content and elements in accordance with these Terms.

By submitting a Solution, you acknowledge and agree that your Solution may be similar or identical in theme, idea, format or other respects to (a) other Solutions submitted in connection with this Initiative or other programs or submitted for other reasons or (b) other materials developed by the Visa Parties or their contractors. You waive any and all past, present, and future claims that any Solution or other works accepted, reviewed or used by the Visa Parties may be similar to your Solution, and that you are owed any compensation in connection with such Solution or other works accepted, reviewed or used by the Visa Parties.

You hereby grant to Visa, as a condition of your participation in the Initiative, the right of first negotiation, which shall be done in good faith, for Visa to acquire certain rights in and to your Solution. Notwithstanding the foregoing, Visa shall have no obligation to enter into a contract, or make use of the Solution in any way.

In addition, you hereby grant to the Visa Parties an unrestricted, royalty-free, perpetual, irrevocable, worldwide, sublicensable, assignable license (and you acknowledge that the Visa Parties have no obligation) to reproduce, communicate, modify, display, transmit, publicly perform, make derivative works from, and otherwise use your submissions and Solution (in whole or in part) without any fee or other form of compensation, and without further notification or permission, for the following purposes:

- i. Administering the Initiative;
- ii. Identifying you by name as the creator of the Solution;
- iii. Displaying some or all of the Solutions at the in-person presentation days, and in any and all media now known or hereafter devised, worldwide;
- iv. Developing, modifying, or improving Visa Materials; and
- v. Advertising or promotion in any media, including to advertise or promote the Initiative, future challenges, and Visa's or its affiliates' products and services.

You agree that Visa is not responsible for any unauthorized use of your submission(s) or Solution (in whole or in part) by third parties.

You agree that Visa and its affiliates exclusively own and shall retain all worldwide right, title and interest in and to the Visa Materials and Visa's trademarks, service marks, logos, trade dress, trade names, service

names or other indicia of origin (“**Visa Marks**”) (collectively, “**Visa IP**”), including without limitation all intellectual property rights therein. Nothing in these Terms grants you any rights to use any Visa Marks. No title to or ownership of any Visa IP is granted or otherwise transferred to you or any other entity or person under these Terms, and any rights not expressly granted herein are withheld. You agree to cooperate with Visa to maintain Visa’s ownership of the Visa IP, and you agree to promptly provide notice of any claims relating to the foregoing.

By participating in the Initiative, you acknowledge and agree that any Enhancements you provide to the Visa Parties in connection therewith shall be deemed Solutions submitted to the Initiative and subject to the same licenses and permitted uses described above. “**Enhancements**” means any derivatives, submissions, recommendations, suggestions, ideas, modifications, debugs, inventions, discoveries, concepts, data, know-how, requests, original expressions, working models, prototypes, or improvements of any Visa Materials, patentable or not. You may not use or disclose Enhancements or Visa Materials for any patents. Without limiting any of Visa’s other rights or remedies, if you use or disclose Enhancements for any patents, or file or prosecute any patents for inventions based on Enhancements, you hereby grant Visa a fully paid-up, exclusive, perpetual, worldwide, irrevocable, royalty-free, sublicensable, and fully transferable license to exercise all rights under such patents.

You agree to execute all documents and take all further actions as may reasonably be required by Visa in order to protect, perfect or enforce any of the rights assigned, granted, waived or confirmed (or purported to be assigned, granted, waived or confirmed) under these Terms.

#### **14. Publicity**

You acknowledge and understand by attending any Initiative-related event or other Visa event (which may include events after the conclusion of the finals) that you may be photographed, videotaped and otherwise recorded by Visa (collectively, “**Footage**”). Footage, including all copyright and other rights therein and thereto, will be owned by Visa, and the Visa Parties will have the right but not the obligation to use, edit, copy, publish, distribute and exploit such Footage and all elements embodied therein, in whole or in part, in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, publicity, promotional, trade and other purposes without further notification, permission, or consideration.

Except where otherwise prohibited by law, you consent to the Visa Parties’ use of your Company’s name and Company logo, as well as your name, voice, image, likeness, biographical information, and other indicia of identity in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, publicity, promotional, trade, and other purposes without further notification, permission, or consideration. You also grant to the Visa Parties a revocable, non-exclusive, non-transferable (except with your consent) license to use your or your Company’s trademarks, service marks, logos, trade dress, trade names, service names, and other indicia of origin to publicize your Solution and usage of the Visa Materials.

By submitting a Solution, you are representing and warranting that you have secured written consent from each participant from your Company equivalent to the consents in the preceding paragraph and you agree that you will secure the same written consent from any person who accompanies you or accompanies a participant from your Company to any Initiative-related event or other Visa event. You agree that you will provide the Visa Parties with copies of the written consents required by this Section 14 upon request by the Visa Parties.

## **15. Disclaimers, Liability and Indemnification**

THE VISA PARTIES DO NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY SOLUTION OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE INITIATIVE, YOUR ACCESS OR USE OF THE VDP OR ANY VISA MATERIALS, YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD OR BENEFITS, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD OR BENEFITS.

ANY VISA MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY. YOU AGREE THAT THE VISA PARTIES HAVE NOT MADE AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE INITIATIVE, THE VDP, VISA MATERIALS, OR ANY AWARD OR BENEFIT.

THE VISA PARTIES ARE NOT RESPONSIBLE FOR: (A) INCORRECT OR INACCURATE TRANSCRIPTION OF REGISTRATION OR SUBMISSION INFORMATION OR LATE, LOST, INCOMPLETE, MISDIRECTED SOLUTIONS, OR REGISTRATIONS OR SOLUTIONS RECEIVED THROUGH IMPERMISSIBLE OR ILLEGITIMATE CHANNELS; (B) TECHNICAL FAILURES OF ANY KIND, INCLUDING THE MALFUNCTIONING OF ANY TELEPHONE, COMPUTER, NETWORK, HARDWARE OR SOFTWARE; (C) THE UNAVAILABILITY OR INACCESSIBILITY OF THE VDP, VISA MATERIALS OR ANY SERVICE; (D) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE REGISTRATION, SUBMISSION, OR JUDGING PROCESS OF THE INITIATIVE; (E) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE INITIATIVE OR THE PROCESSING OF REGISTRATIONS OR SOLUTION SUBMISSIONS OR IN THE JUDGING PROCESS; OR (F) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE INITIATIVE OR FROM DOWNLOADING OR USING ANY MATERIAL PROVIDED BY VISA.

THE VISA PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE INITIATIVE, THE VDP, VISA MATERIALS, ANY AWARD OR BENEFIT OR THESE TERMS. IN NO EVENT WILL THE VISA PARTIES' LIABILITY TO YOU IN CONNECTION WITH THE FOREGOING, UNDER ANY THEORY, EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000).

YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE VISA PARTIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), OR LOSSES OF ANY KIND, KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE OR DEATH) ARISING FROM OR RELATED TO: (I) ANY BREACH OR ALLEGED BREACH BY YOU OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION CONTAINED IN THESE TERMS; (II) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS OR OTHERWISE TO VISA; (III) YOUR PARTICIPATION IN THE INITIATIVE, INCLUDING YOUR USE OF THE VDP OR VISA MATERIALS; (IV) YOUR SOLUTION OR THE USE OR DISTRIBUTION THEREOF; OR (V) YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD OR BENEFIT, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD OR BENEFIT.

## **16. Personal Information Consent**

You consent to the Visa Parties using and disclosing your personal information for the purposes of administering the Initiative; advertising the Initiative, any future challenges or hackathons, and any of Visa's or its affiliates' products and services; contact you and your company to promote Visa's services and products; and for the other purposes described in these Terms.

Your personal information may also be shared with KITE ([www.kitesrm.com](http://www.kitesrm.com)), or other third parties selected at Visa's sole discretion, in order to administer the Initiative.

Whenever you submit any information to us in order to administer the Initiative, please be aware that Visa may store and process 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.

If we process or transfer any of your Personal Information outside the European Union, we will do so in full compliance with EU data privacy laws.

Visa agrees to ensure that all data collection complies with (i) all applicable laws, including without limitation, all state and federal laws, corporate standards, policies and regulations (collectively "**Applicable Laws**"); (ii) the principles, guidelines, rules and codes of conduct of self-regulatory organizations to which third parties providing services, platforms, and data are bound, and any required notices and consents; and (iii) privacy disclosures and information collection requirements imposed on advertisers by targeting of media in order to comply with Applicable Laws. Entrants' information (if outside the U.S.) will be transferred to the United States.

Your online registration will be subject to Visa's Terms of Service and Privacy Policy, and KITE Solution Inc.'s Privacy Policy, available at:

- Visa Terms of Service: <https://usa.visa.com/legal.html>
- Visa Privacy Policy: <https://usa.visa.com/legal/privacy-policy.html>
- KITE Inc. Privacy Policy: <https://www.getkite.co/privacy/>

## **17. Governing Law**

Except where expressly prohibited, these Terms shall be governed by and construed in accordance with the laws of the State of California, United States, without regard to any jurisdiction's conflict of law principles.

## **18. Disputes**

All disputes, claims and causes of action arising out of or connected with the Initiative, your or your Company's participation in the Initiative, any Initiative awards/benefits, or these Terms will be resolved individually, without resort to any form of class action. The exclusive jurisdiction and venue for resolution of such disputes shall be the U.S. federal and California state courts located in and serving the City and County of San Francisco, California, and you hereby waive and agree not to pursue any actions in any other jurisdiction or venue. You also agree to waive any right to claim ambiguity in these Terms, except to the extent expressly prohibited by applicable law.

## **19. Waiver**

Failure by Visa to enforce any term of these Terms will not constitute a waiver of that or any other provision.

## **20. Relationship to Visa**

You acknowledge that nothing in these Terms will constitute an employment, joint venture, or partnership relationship between you and Visa. In no way are you to be construed as the agent or to be acting as the agent of Visa in any respect, and vice versa.

## **21. Anti-Bribery.**

You understand and agree: (a) that you have not and will not in connection with the activities contemplated by this Agreement or any other business transactions involving Visa, make any payment or transfer of value which has the purpose or effect of (i) public or commercial bribery; (ii) acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business; or (iii) otherwise obtaining an improper advantage for Visa or Visa's affiliates or supplier; and (b) that it has in place appropriate internal controls to ensure compliance with this paragraph. You shall not undertake any action that may cause you or Visa to be in violation of any applicable anti-corruption law or regulation.

## **22. Sanctions.**

You represent and warrant that you, your Company, or any of your directors or officers, is not (1) an individual or entity ("**Person**") that is, or (2) owned or controlled by Persons that are: (i) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, the "**Authorities**"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of comprehensive sanctions, which currently include Cuba, Iran, North Korea, Crimea, and Syria (note these locations are subject to change). You covenant to Visa that you shall not cause Visa to be in violation of any regulation administered by the Authorities. You shall not, directly or indirectly, make available Visa products or services to any person that is, or in any country or territory that is, or whose government is, the subject of sanctions administered or enforced by the Authorities, or in any other manner that would result in a violation of such sanctions by Visa.

End.