

MasterPass Terms of Use

Introduction

PDF

MasterCard International Incorporated ("MasterCard" or "We") provides to you www.mastercard.us (the "MasterCard Site") for your personal informational, educational and entertainment use. Please feel free to browse, download from, and otherwise use the MasterCard Site. By accessing and using the MasterCard Site, you accept and agree to the following terms of use "Terms of Use") without limitation or qualification. If you do not agree with these Terms of Use, please do not use the MasterCard Site.

Content

Right to Use Site Content

Changes to the MasterCard Site and Terms of Use

Intellectual Property

Copyright Complaints

Interactive Forums and Groups and Submissions and Feedback

Merchants and Merchant Offers

Sweepstakes

Third Party Content and Links to Other Web Sites

Privacy Policy

Indemnification

Disclaimer of Warranties

Disclaimer of Damages and Limitation of Liability

Inapplicability of Terms of Use to any MasterCard Payment Cardholder Agreements

Miscellaneous

Customer Service and Contact information

Right to Use Site Content

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 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 are also granted a limited, revocable, and nonexclusive right to create a hyperlink to the Site or its any Content therein so long as the link does not portray MasterCard, or its products or services in a false, misleading, derogatory, or otherwise offensive matter or imply a sponsorship or endorsement of your site, page or content by 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 MasterCard Site and all Content contained therein are reserved and owned by MasterCard.

MASTERCARD RETAINS THE RIGHT TO DENY ACCESS TO THIS SITE TO ANYONE WITHOUT NOTICE AT ITS COMPLETE DISCRETION FOR ANY REASON, INCLUDING FOR VIOLATION OF ANY OF THESE TERMS OF USE, INCLUDING ANY USE RIGHTS.

Changes to the MasterCard Site and Terms of Use

MasterCard reserves the right to change or modify Content, materials or information appearing on or in connection with this Site, including these Terms of Use, at any time without notice to you. MasterCard may at any time revise these Terms of Use by updating this posting. You are bound by such revisions and should therefore visit these pages to review the current Terms of Use from time to time.

Intellectual Property Rights

The MasterCard Site Content 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, graphics, 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"). Certain features on this website may be covered by, or licensed under, U.S. Patent 6,091,956. These materials may not 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. MasterCard U.S. Trademarks

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.

Copyright Complaints

In operating the Site, MasterCard may act as a "services provider" (as defined by 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 and 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 this Agreement. If you believe any material available through 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. You should address infringement notices under the DMCA to: Copyright Agent, 2000 Purchase Street, Purchase, NY 10577, Attn: Law Department or to copyrightagent@mastercard.com.

Please provide the following notice:

1. Identify the copyrighted work or other intellectual property that you claim has been infringed;
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. 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. 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. Your address, telephone number, and email address; and

6. Your physical or electronic signature

MasterCard may give notice to its users 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. Your physical or electronic signature;
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. 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. 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.

Interactive Forums and Groups and Feedback

User Submissions and Conduct:

As a user of the Site you may submit your comments, which may consist of textual content and potentially photos, videos, images audio files, other types of content and links to such content if allowed by the Site (collectively referred to as "User Submissions"). You will be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: the User Submission is your original work and that you own or have the necessary licenses, rights, consents, and permissions to use and authorize MasterCard to use any and all User Submissions in any and all media now known or hereinafter invented without territorial or time limitations and without compensation, and have all necessary consents to collect, use and disclose any personally identifiable information, images or likeness contained or displayed in any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Site and this Agreement. You agree that you will not submit as part of any User Submission any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner and the necessary consents from any individuals whose personally identifiable information is contained in such material to post the material and to grant MasterCard all of the license rights granted herein. Furthermore, you warrant and represent that you will disclose the existence of any patent registrations or pending applications held by you which relate in any way to your User Submission.

You acknowledge and agree that no confidential relationship or obligation of secrecy or confidentiality is established between you and MasterCard regarding the User Submission, despite any statement or legend to the contrary on the User Submission and any related materials

Ownership and Use of User Submissions:

By making a User Submission, you understand that you are granting MasterCard a worldwide, perpetual, royalty-free, fully-paid, irrevocable, sublicensable, transferrable, non-exclusive license in and to the User Submission (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 User Submission, 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 User Submission. The license you are granting to MasterCard includes the right of MasterCard and its designees to reproduce the User Submission, prepare other works using the User Submission, combine your User Submission with other works, and alter, translate, distribute copies,

display, perform, license and apply for copyright registration of the transformed User Submission 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 User Submission, rerecord or modify any audio tracks or visual images you provide, rewrite the User Submission, and/or incorporate other materials, either created by MasterCard or licensed from others, with your Submission. If we create other works using the User Submission, those works will be owned by us and may be used in accordance with these guidelines, and shall not be subject to your approval.

By making a User Submission, you are waiving and agreeing not to assert any copyrights or "moral" rights or claim resulting from our alteration of the Submission or any photograph(s), footage, illustrations, statements or other work contained in the Submission. You are also agreeing to appoint MasterCard as your irrevocable attorney-in-fact with respect to the User Submission, with the right to execute and deliver any documents, in your name and on your behalf, to ensure that MasterCard can use the User Submission that you are licensing in any way MasterCard sees fit to own and protect the rights in any derivative works created from your User Submission, and to have the User Submission 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 User Submission as it sees fit and that "Moral Rights of Authors" are waived under these Terms and Conditions. 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.

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. And 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.

Merchant and Merchants Offers

Merchants may provide to MasterCard certain discounts, rebates or other benefits (e.g. free shipping) on the purchases of goods and services ("Offers") that will be available on the MasterCard Site. Such Offers are subject to certain terms and conditions and may change at any time without notice to you.

MasterCard will not be liable for any loss or damage incurred as a result of any interaction between you and a merchant with respect to such Offers. Except as set forth herein, all matters, including but not limited to delivery of goods and services, returns, and warranties are solely and strictly between you and the applicable merchants. You acknowledge that MasterCard does not endorse or warrant the merchants that are accessible through the MasterCard Site nor the Offers that they provide.

Sweepstakes

From time to time, We make you aware of certain MasterCard related sweepstakes or other promotions. All such sweepstakes and promotions are subject to the Official Rules for such sweepstakes and promotions and all related applicable laws, regulations and statutes.

Third Party Content and Links to Other Web Sites

The MasterCard 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. 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.

Privacy Policy

MasterCard recognizes the importance of respecting the privacy of those who visit and choose to take advantage of the programs and information offered on our web sites. The MasterCard Global Privacy Policy (linked below) provides an overview of what you can expect when you enroll in one of our programs or simply browse the MasterCard Site. Different or program specific policies may be applicable to our country-specific or program-specific pages. Please see the link at the bottom of any page for the applicable version of our policy. [Click here to view our Global Privacy Policy.](#)

Indemnification

You agree to indemnify, defend and hold MasterCard and its business partners, staff and affiliates harmless from any liability, loss, claim and expense, including reasonable attorneys' fees and expenses, related to either your violation of these Terms of Use or your use of the Site. You will indemnify and hold MasterCard harmless from and against any claim, suit or proceeding brought against MasterCard arising from or in connection with violations of copyright or other intellectual property or other rights of third parties contained in your User Submissions and/or any other violation of law or breach of contract obligations relating to the User Submissions. You will indemnify and hold MasterCard harmless from and against any claims, damages and costs resulting directly or indirectly from the use, disposition, reproduction, publication or public communication of the User Submission.

Disclaimer of Warranties

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.

THE MASTERCARD 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, 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 MASTERCARD SITE WILL OPERATE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE MASTERCARD 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 OR ITS AFFILIATES 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 MASTERCARD 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. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Inapplicability of Terms of Use to any MasterCard Payment Card Cardholder Agreement

MasterCard is a leading payment services organization. MasterCard is not a financial institution and does not issue credit, debit, check or payment cards of any type of nature. Your MasterCard-branded payment card relationship is with an issuing bank or financial institution, and not with MasterCard directly. Any and all questions or issues regarding your MasterCard-branded payment card or cardholder account should be directed to the bank or financial institution that issued your card, and not to MasterCard. While MasterCard has a relationship with your issuing bank or financial institution, that relationship does not pertain to individual cardholders or payment card accounts.

The MasterCard Site is operated by MasterCard and its affiliates.

Miscellaneous

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 MasterCard Site, your access or use thereof, or these Terms of Use, and to extra-territorial service of process.

Content and software from the MasterCard Site may be subject to U.S. export jurisdiction and the import jurisdiction of other countries. In connection with your use of this Site, you are solely responsible for complying with all applicable export, re-export, and import control laws and regulations of all applicable jurisdictions, including, but not limited to, those of the U.S. Department of Commerce, Export Administration Regulations, 15 CFR Parts 730-774, the International Traffic in Arms Regulations, country-specific economic sanctions programs implemented by the Office of Foreign Assets Control and export and import control laws and regulations of any other countries. You may not, directly or indirectly, use, distribute, transfer or transmit content or software from this Site, whether by way of a direct product or of such materials or products, software, or other technical information into which content or software from this Site has been incorporated, except in compliance with all applicable export and import laws and regulations of all relevant jurisdictions.

These Terms of Use may not be assigned by you. MasterCard may assign its rights and obligations set forth in these Terms of Use at any time. 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. 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 or added to by

designated legal notices or terms located on particular pages, applications, tools or other materials that you may access within this Site. MasterCard's failure to enforce any provision of these Terms of Use or any additional terms shall not be deemed a waiver of such provisions 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. You hereby agree, without limitation, that you not will contest the validity or enforceability of these Terms of Use and any related documents.

©2015 MasterCard. MasterCard, Priceless, and the MasterCard Brand Mark are registered trademarks of MasterCard International Incorporated. Sponsor: MasterCard International Incorporated, 2000 Purchase Street, Purchase, NY 10577