

PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) BEFORE AGREEING TO ACCEPT THESE TERMS AND CONDITIONS AND USING THE MASTERCARD OPTIMIZATION SOLUTIONS WEBSITE (THE “WEBSITE”). BY SELECTING THE “I AGREE” BUTTON BELOW, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND YOU WARRANT THAT YOU ARE AUTHORIZED BY AND LAWFULLY ABLE TO BIND THE COMPANY OR LEGAL ENTITY FOR WHICH YOU WORK TO THE TERMS AND CONDITIONS OF THIS EULA. YOU SHOULD PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS BY USING THE PRINT FUNCTIONALITY IN YOUR BROWSER. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS EULA, DO NOT ACCEPT THEM, DO NOT CONTINUE WITH YOUR USE OF THE WEBSITE AND SELECT THE “I DISAGREE” BUTTON BELOW.

MasterCard International Incorporated (“MasterCard”) provides the marketing and promotional materials (“Website Materials”) on the Website to your customer financial institution, credit union or organization (“You”) subject to compliance with the terms and conditions of this EULA.

Authorized Use of the Website Materials.

Provided that You comply with this EULA, MasterCard grants You a revocable, non-transferable, non-exclusive, non-assignable limited license to use the Website Materials, solely for the your business purposes and as restricted by the Website details (“Permitted Use”). You may not redistribute the Website Materials other than for a Permitted Use without the express written consent of MasterCard. MasterCard, or its licensors, shall own all right, title and interest to the Website Materials and any changes, copies, or derivative works thereto.

Authorized Use of Promotional Materials

The Website provides certain promotion materials (“Promotional Materials”) that you may use for your MasterCard-branded Promotion purposes. By ordering specific Promotional Materials, You acknowledge and agree to adhere to the terms and conditions of each promotion, including, without limitation, any special limitations or criteria associated with such promotion. Furthermore, You acknowledge that You are not authorized to make any revisions, amendments or modifications to the Promotion Materials unless expressly authorized by MasterCard and then only subject to MasterCard’s written approval prior to distribution. You may not redistribute the Promotion Materials except in accordance with MasterCard’s instructions set forth for each Promotion and if required, in accordance with MasterCard’s prior written approval.

The Promotional Materials that are ordered pursuant to this EULA including, without limitation, the Merchant’s logo, image, trademarks or service marks (collectively the “Merchant Marks”), MasterCard’s logo, image, trademarks or services mark (collectively the “MasterCard Marks”) and any other third party content are the property of the respective owner. All use of third party content by You shall inure to the benefit of the respective owners and You obtain no rights to such third party content provided to it hereunder other than the right to use such Promotional Materials in media approved by MasterCard (the “Permitted Media”) and solely in connection with the Permitted Use. Any use of the Promotional Materials that is inconsistent with the foregoing shall be unauthorized and is strictly prohibited.

Reformatting Promotion Materials

Subject to prior written approval of MasterCard, as applicable, You may reformat the Promotional Materials to include your name, trade names, trademarks, service marks, logotypes, slogan, tag lines, and other proprietary information relating to the promotion provided that doing so does not alter in any way or distort the images or associated text (verbatim and without change) contained in the Promotional Materials or result in the removal, or obscuring of, the proprietary legends indicating Merchant's ownership of the Merchant Marks or MasterCard ownership of the MasterCard Marks and the Promotional Materials. You may not publish or distribute the Promotional Materials in any manner or in any publication that in any way is misleading, offends the public morality, or otherwise disparages Merchant or MasterCard or any third party contained in the Promotional Materials, including their respective affiliates or brands.

User Obligations.

Access. MasterCard shall make the Website available over the Internet. You shall provide at your own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for You to effectively access the Website. You are responsible for upgrading and configuring your internal systems (*e.g.*, network or Intranet settings, Internet routing, fire walls, and Web browsers) to be and remain compatible with and optimize the performance of the Website. You acknowledge that the availability and performance of the Website may be subject to interruption or delay due to causes beyond the reasonable control of MasterCard.

User Codes. Access to the Website is controlled by a user name and password (collectively referred to as "User Codes"). The User Codes are for Your personal use only, and You agree not to disclose them to any third party. You are responsible for maintaining the confidentiality of the User Codes and for establishing sufficient policies and controls and taking such actions to protect against disclosure of your User Codes. You are responsible for all acts or omissions that relate to your user account while access to the Website is obtained using your User Codes, regardless of whether You authorized such use. You are responsible for any damages, losses, costs, or breaches of security incurred or caused by your failure to maintain the confidentiality of your User Codes. You agree to IMMEDIATELY notify MasterCard if You become aware or suspect that your User Codes have been lost, stolen, or compromised in any way, or if you become aware of possible or actual unauthorized use of the Website.

Restrictions. You may not: (i) damage, disrupt or impede the operations of this Website; (ii) request access to this Website by impersonating another or using a false persona, circumvent or attempt to modify any security credentials; (iii) use an automated means to copy the Promotional Materials except for authorized purposes; or (iv) transmit any viruses, worms, defects, Trojan horses or any programming destructive in nature to this Website.

Your Data

You agree to the terms of the Global Privacy Notice posted at optimization.mastercard.com as may be amended from time to time.

Confidentiality and Nondisclosure Terms

You acknowledge that the Website materials contain proprietary and confidential information of MasterCard. You agree to: (i) to hold the Website Materials in confidence; (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer to any third-party the Website Materials except in accordance with the provisions of this EULA or other terms set forth on this Website; and (iii) not to make use of the Website Materials other than for the permitted purposes under this EULA. The nondisclosure and confidentiality obligations set forth in this Section shall survive termination of this EULA for any reason and shall remain in effect for a period of five (5) years after termination hereof.

Termination

You have no rights to terminate this EULA. MasterCard may change the terms of this EULA or terminate this EULA at any time. In the event MasterCard changes the terms of this EULA, a new EULA will be provided for your acceptance or rejection. In the event that MasterCard terminates this EULA, You shall cease, using the Website immediately.

Your Warranties

You represent and warrant that: (i) the registration that you provide to MasterCard for this Website is true and correct; (ii) your Marks shall not violate or infringe the intellectual property rights of another; and (iii) you shall comply with the MasterCard Rules and Brand Standards in all Promotional Materials.

Warranty Disclaimer/Limitation of Liability

YOUR USE OF THE WEBSITE IS AT ITS OWN RISK. THE WEBSITE AND THE WEBSITE MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE". MASTERCARD MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, ITS MERCHANTABILITY, COURSE OF DEALING OR TRADE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. MASTERCARD DOES NOT WARRANT THE RELIABILITY, ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED ON THE WEBSITE. MASTERCARD DOES NOT WARRANT THAT ALL ERRORS CAN BE OR WILL BE CORRECTED OR THAT THE WEBSITE WILL OPERATE WITHOUT ERROR.

IN NO EVENT SHALL MASTERCARD BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, USE, OR INFORMATION UNDER THIS EULA. IN NO EVENT SHALL MASTERCARD HAVE ANY LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THIS EULA IN EXCESS OF \$100 (U.S.).

Remedies.

You acknowledge that in the event of a breach of this EULA by You that MasterCard will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, You agree that MasterCard shall be entitled to seek and obtain injunctive relief against any such breach in any court of competent jurisdiction. The rights of MasterCard under this section shall not in any way be construed to limit or restrict the right to seek or obtain other damages or relief available under this EULA or applicable law.

Compliance with Applicable Laws

You shall comply with all federal, state and local ordinances, regulations, statutes, and laws (“Laws”) applicable to use of the Website materials and any promotion conducted by You using such Website Materials, including without limitation the Promotional Materials. The obligations of the You under this Section include without limitation the obligation to comply with Laws and marketing best practices applicable to the privacy of data, email, mobile marketing, telemarketing, sweepstakes, advertising and marketing communications and promotions, and advertisements.

Indemnification by You.

You agree to defend, indemnify and hold MasterCard and its respective affiliates, merchants, and partners and their respective directors, officers, employees, agents, successors and assigns harmless from any and all demand, liability, loss, claim and/or expense, including reasonable attorneys’ fees and expenses, related to Your alleged violation or violation of this EULA or arising out of your use of the Website Materials, including without limitation, the Promotional Materials.

General. (a) You may not assign or transfer its rights or obligations granted under this EULA to any other person. (b) This EULA, including any exhibits thereto, constitutes the entire agreement between You and MasterCard respecting the subject matter herein and supersedes any prior written or oral agreement relating to this matter. (c) This EULA may not be modified except by written agreement dated after the date of this EULA and signed by an authorized representative of each of the Parties. (d) MasterCard shall not be bound by any provision of any other party’s purchase order receipt, acceptance, confirmation, correspondence, or otherwise. (e) If a provision of this EULA is determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed and other provisions shall remain in full force and effect, provided that original intent of the EULA shall remain intact. (f) This EULA shall be governed by the substantive laws of the State of New York without resort to its choice-of-law provisions and the state and federal courts located in New York shall have exclusive jurisdiction over all disputes relating to this EULA. (g) THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL. (h) All legal notices, consents, demands, requests or other communications hereunder (“Notice”) shall be in writing and be deemed to be duly give or delivered if: (i) delivered personally; (ii) delivered by facsimile if a confirmation copy is immediately mailed by the sender postage prepaid certified mail, return receipt requested; or (iii) delivered by recognized courier contracting the same day or next day delivery to the addresses set forth on page 1, Attn: General Counsel. (i) To the extent that MasterCard’s performance hereunder is prevented or delayed, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, labor difficulties, internet outages, third party providers inability to provide services, or any other cause beyond the reasonable control of MasterCard, MasterCard may be excused from further performing under this EULA. (j) All clauses which by their nature should survive the termination of this EULA will survive such termination, including without limitation, terms confidentiality, intellectual property, warranties, indemnification and limitation of liability.

[I Agree to the terms set forth above]

[I Disagree]