

## **Cyber Security Assistance for Mastercard Cardholders**

### **Description of Benefit**

Important information. Please read and save.

The information contained herein is provided solely for general informational purposes. It does not intend to be a complete description of all terms, conditions, limitations, exclusions, or other provisions of any program or insurance benefits provided by, or for, or issued to Mastercard.

For the participating cardholder to download the software license they are entitled to, one license (1) for up to five (5) devices, that will remain active as long as the participating cardholder maintains their eligible Mastercard® Account in good standing or when the sole decision of Mastercard® determinates. Please visit [www.protectmydevices.net](http://www.protectmydevices.net) and follow the instructions.

“Card” refers to eligible Account submitted by the brand Mastercard®.

“Cardholder”, “you”, and “your” refer to a Mastercard® Account Cardholder, who has an eligible Mastercard® Account and whose name is embossed on the surface of the Mastercard® Account.

“We”, “us,” and “our” refer to AXA Assistance USA, Inc. and/or the License Granting Entities listed below.

Selection of benefits on your Mastercard Account may vary by card issuer. Please refer to your issuing financial institution for more details.

**The Cyber Security Program** provides one (1) license for up to five (5) devices to the participating cardholder that holds an eligible Mastercard® Account to protect it against the digital threats. It provides complete and real-time protection against existing and emerging viruses and malware. Additionally, the program works to protect the customer’s identity and online transactions, encrypts private or confidential files, and provides tools to explore the internet safely. The Cyber Security Program is subject to the terms and conditions set forth in this agreement between you and us (the “Agreement”).

### **Who is Eligible:**

Participating cardholder that holds a Mastercard® Account. Only one license per participating.

### **To Get the Benefit:**

The one (1) license for up to five (5) devices for which the participating cardholder is entitled to, is provided automatically if the participating cardholder have an eligible Mastercard® Account that is open and in good standing (not cancelled, suspended or delinquent) at the time of activating and making subsequent use of this license.

### **The Kind of Benefit you Receive (Conditions and Limitations):**

#### LICENSE TERMS

**Granting of license for personal use.** We are glad to provide to you, an individual consumer, who has an eligible Mastercard® Account, a personal, non-transferable, non-exclusive and

limited-term license for installing and using any Software and Services for which you were given a personal use subscription for up to five (5) devices for one (1) registered user as specified in your License Authorization or Service Authorization, as the case may be, based on the System Requirements.

**“License right”** means the number and type of devices and users allowed to use the Software, which in this case is one (1) license for up to five (5) devices for one (1) registered user, according to the documents enclosed to the download (depending on the channel through which the license was downloaded), which may include: a product description page in our website, the confirmation e-mail we send for your download requirement or any other document made available to you upon acquiring the service. If no number of devices or users is specified, it shall be understood that the License Authorization is for up to five (5) devices and one (1) registered user.

**“Service Authorization”** means the scope and duration of the Services acquired, as specified in the documents made available to you upon acquiring the product. If no scope or duration is specified on the documents, it will be understood that the Service Authorization is for up to five devices during the stay in this Program.

**“System Requirements”** refers to the devices and operative systems on which the product shall properly run, as provided for in our website [www.protectmydevices.net](http://www.protectmydevices.net). You shall be responsible for complying with the System Requirements, such as obtaining updates or improvements to continue using the Software.

**Grant of license for use by small companies.** This license allows the use of the software alone the use of the software domestically, not professionally. Subject to the terms and conditions of this Agreement and subject to the registration of the software, you are hereby granted a non-exclusive and non-transferable right to use the software for the number of devices for which you acquired the subscription licenses, which in this case is one (1) license for one (1) user, provided such use is only for period in which this Program remains active. (For the purpose of this Agreement, the use of this Software implies accessing, installing, downloading, copying or somehow benefiting from the use of the Software). You accept that both the Software and all the information related thereto are proprietary to us and our providers. You shall be entitled to the Updates which we will generally make available as long as you permanence in the Program is in force. We may revoke this license as set forth in this Agreement.

The use of the Software is limited to the devices and operative systems for which we provide support, which in this case is one (1) license for one (1) registered user and may be affected by the operation and compatibility of your hardware, software and Internet access. You shall be responsible for the compliance with the System Requirements and the cost of your equipment, which may include obtaining periodical updates or extensions to continuing using the Software. The System Requirements are set forth on the product description. (For the purpose of this Agreement, the product description page refers to the web page which describes the product or the corresponding product information sheet).

Registration is necessary to obtain technical support, in order to claim any yearly Virus Elimination Service session included in the subscription of each license. It is your duty to have access to your registered account and the e-mail address identified in the account profile for obtaining our support.

If the Agreement is terminated for any reason, or lapses, you shall cease having authorization to use the Software or access thereto, which includes any backup copy or online storage service, and we may cancel or close your account at our exclusive criteria. After the termination or expiration date, we shall follow our standard policies to delete any information, text, file, link, image or other material of backup copies or online storages provided to us (“Content”). You shall be liable for storing or making a backup copy of your Content somewhere else before the deadline or termination of this Agreement. The use of the Software, at any time, is governed by the terms of this Agreement.

**Restrictions.** You are hereby granted, and not sold, the Software license and the Services, and they are protected by the United States and international laws and treaties. You are not entitled to reproduce or distribute the Software and the Services without our permission and, if you do, you may be subject to fines, or any other penalty allowed by the torts or criminal laws of the relevant jurisdiction. The following is prohibited: (i) applying reverse engineering or, otherwise, try to extract the source code of the Software and the Services, unless allowed by the laws; (ii) adapting or modifying the Software and the Services or creating derivative works based thereon; (iii) publishing, copying (not backup copies if allowed by the purchase documents), selling, lending, renting, sublicensing, assigning or otherwise transferring the Software and the Services to any other person; (iv) exploiting the Software and the Services for any commercial purpose ; (v) trying to avoid technical protection measures for the Software and the Services; (vi) using the Software and the Services to breach the law; (vii) or taking part in any activity interfering with the use of the Software and the Services by any other person. If the Software and the Services were installed on a device, and the ownership of said device is transferred to a third person, make sure you delete the Software and the Services from the device and deleting the information of your account kept with us from the device. We are entitled to terminate or suspend this Agreement, your account and the access to the Software and to the Services if we determine that you breached this Agreement. The Software and the Services may include rules implementation technology that limits the size of the content, broadband consumption or the number of devices on which the Software and the Services may be installed, or which allows us to suspend your access to the Software and to the Services if you breached this Agreement.

**Ownership.** We, as well as our suppliers and partners, retain ownership of our respective Software and Services and all rights related to the Software and the Services, including all intellectual property rights. The only rights that we grant to you are those expressly set forth in this Agreement. On the other hand, if you provide us with comments, information, opinions or suggestions about the Software and the Services, you acknowledge and agree that we can use them without restriction, for any purpose and without any compensation to you.

**Free Software for the Cardholder and courtesy Services.** The Software and the Services of IT support includes: (A) the free versions of the Software, among which are (i) any function included that we offer at no cost, (hereinafter, the “Free Software without cost for the cardholder”); and (B) the services that we provide to you free of charge as a courtesy, which may be designated similarly to the Software (hereinafter, the “Courtesy Services”).

**Free Software for the Cardholder and courtesy Services.** Your right to use the services or Program of Cyber Security is in effect as long as the free Software for the Cardholder is installed or as long as we put the free Software for the Cardholder or the Courtesy Services at your disposal, and will remain subject to the restrictions, as appropriate.

**Changes to this Agreement.** We may eventually need to update or change the terms and conditions. If you do not accept the new terms and conditions, you must reject the changes. To such end, you must uninstall the Software and cease using any Software or Service at the expiration of the subscription Term.

For the free Software for the Cardholder and the courtesy Services, it is deemed that you accept the change(s) of this Agreement if you continue using the free Software or the courtesy Services. If you reject the updated Agreement, your license to the free Software or the courtesy Services terminates, and you must cease accessing the courtesy Services or the free Software and use them to uninstall the free Software.

**Termination.** We may terminate this Agreement if you fail to comply with the terms and conditions hereof. You may terminate your right to use the software before the expiration by removing the Software and the Services from your devices permanently and cancelling your account with us. If this Agreement expires or is terminated, (i) you will no longer be authorized to use or access the Software and the Services, (ii) you must permanently delete the Software and the Services from your devices and (iii) we will cancel or close your account. Upon termination or expiration, we will follow our standard policies to remove any information, text, file, link, image or other material (hereinafter, the "Content"). You will be responsible for storing or making a backup copy of your Content elsewhere before the expiration or termination of this Agreement.

**Privacy.** To obtain information on how we collect, use and share your personal information on the website, products, services and web-based mobile applications, see our Privacy Policy.

**Replacement and/or automatic upgrade.** If in some moment the name of the Software and of the Services was modified. Or if these were extended or replaced by a new product that offers comparable features, we may, at our discretion, automatically renew the subscription with the new offer.

**Cancellation.** The Cancellation of your subscription or the termination of this Agreement shall not give way to a retroactive any refund. The Cancellation of your subscription shall stop access the Software and the Services subscribed.

**Charges for data.** You are liable for any expense incurred with the mobile service or data provider as a result of the use of the Software or the Services, which includes any surcharge and penalty for exceeding the data or minutes traffic limit, as well as for using the national or international SMS service.

**Support and updates.** Any obligation that may correspond to us to provide support for the previous version of the Software and the Services ends when an extension, modification or later version or other update of the Software and the Services (the "Update") is made available. For your convenience and to ensure that the Software of your devices includes new features that we develop, by accepting this Agreement, you give us permission to install Updates and, upon your request or with your consent, new Software on your devices automatically when available, provided we can run such installations in the background. We may also preload Software automatically, but we will not activate such Software without your consent. Any Updates or technical support offered with respect to the Free Software for the Cardholder is provided at our sole discretion and may be discontinued at any time.

**Useful life of the Product and of the Services.** We may, at its entire discretion, interrupt a certain

Software or Services or specific features of any of them in due time. “End of the service” refers to the date on which a Software or Service in particular shall not be available anymore for upgrade or download. “End of support” refers to the date on which we stop providing automatic corrections, updates or technical support for specific Software or Services.

### **Special Terms and Conditions of Certain Products and Services:**

#### **IT Support:**

##### **Description of the service:**

The IT Support service allows you to solve, in real time, queries or incidents related to the regular use of computer equipment, smartphones and tablets, remotely and without the need for you to have to move from your home and / or office.

Assistance will be provided through a chat-type dialogue window, which will allow you to contact our expert technicians.

If necessary and depending on the type of consultation, the technician will be able to evaluate and / or resolve the incident, immediately, taking remote control of the device, after acceptance by the user. We guarantee that our staff will never be able to access users' computers in circumstances other than those described above.

Among others, support will be provided on the following types of faults:

- *Resolution of faults with devices (problems with devices, Internet access, email, viruses and other general faults).*
- *Support for the most common applications (Office suite, email, Internet browsing, antivirus, firewall, graphics processing and other frequently used applications).*
- *Operating system configuration.*
- *Connection of devices to each other (printers, scanners, video cameras, etc. ...).*
- *Internet connection problems (Wi-Fi or wired connection).*

The devices to be supported include Windows PC, MAC OSX, Android and IOS smartphones, Tablets and peripherals to be connected to them.

##### **Access to the service:**

It will be accessed through our service platform, Via Web.

The service request will be made through the platform's chat or by phone.

Once the request is received, one of our technicians will proceed to resolve the fault indicated by the User.

##### **Scope of the service:**

The service will cover the operating systems supported by their manufacturers and will be provided on the following elements:

#### a) SOFTWARE

In general, the scope of the IT Support service is provided on the operating systems and applications commonly used in the home environment, in all the versions supported by their manufacturers.

The main applications and systems supported by the service are listed below:

- **Operating systems:** Microsoft Windows, Mac OSX, Android and iOS versions supported by their manufacturers.
- **Office programs:** Microsoft Office, Microsoft Office for MAC, iWork's, Open Office, LibreOffice.
- **Browsers and email:** Microsoft Edge, Internet Explorer, Mozilla Firefox, Chrome, Outlook, Hotmail, Gmail, Safari, Opera, Thunderbird and Mac OS Mail.
- **Multimedia programs:** Adobe Acrobat, Windows Media Player, Real Player, iTunes, iLife, VLC Media Player, QuickTime, VLC Player and the main codecs on the market.
- **Instant messaging:** Google Talk and Skype.
- **Compression programs:** WinZip, WinRAR.
- **Copy / burn software:** Nero, Easy CD and Roxio Toast.
- **Antivirus and firewalls:** Bitdefender, Microsoft Security Essentials, Panda, Symantec, McAfee, Kaspersky, Avg, Avast and Firewall Mac OS.
- **Driver management:** exclusively for supported operating systems.

Cover will be given to any other application or system that replaces or is an evolution of the previous ones in order to respond to the reality and evolution of the market.

The assistance services included are:

- *Help in managing the applications supported in the Support Center (those indicated above).*
- *Installation and uninstallation of supported applications.*
- *Updating of versions and Service Pack for the supported software, provided that the User has the relevant license, or the update is free.*
- *Configuration of supported operating systems and applications.*
- *Advice on hardware and software requirements for supported applications.*

The service is provided on the operating systems and supported applications, always subject to availability depending on the operating system owned by the user and the

possession of a legitimate copy of it, understanding this as the key and the installation medium valid for the manufacturer.

## b) HARDWARE

All remote assistance services described below are applicable to Intel or AMD workstations with MS Windows operating system and Apple workstations with MAC OSX operating system with Intel processors.

The assistance services included are:

- *Faults at workstations.*
- *Hardware and operating system configuration.*
- *Connection and configuration of peripherals such as printers, scanners, keyboards, mouse, web or digital cameras, monitors, microphones, etc.*

Given that to carry out these activities on many occasions the CD-ROM with the original software of the device will be necessary, if the User does not have it, the technicians will search and download the driver software available on the Internet on the user's PC always as possible.

### **Tools and limitations:**

The Remote Technological Assistance service will be provided through a chat tool and remote control.

The service will be provided 24 hours a day, 365 days a year. We may also have installable applications to facilitate the use of the service for Users.

The User may access the services without having to install any application, through online chat. The first time the User accesses the service, they must register, providing all the necessary data to be able to identify them and guarantee the provision of the service. On successive occasions, you will only have to enter your access codes to validate your identity.

### **Level of service:**

**Limit on the use of the service: There will be no limit on the use of the service, so the cardholder may request, during the duration of the contract or license, all the assistance they deem necessary.**

### **Exclusions:**

Assistance for equipment or programs outside the scope of coverage and contracted services, uses and professional support of applications and platforms, as well as servers, are excluded.

### **SECURITY SERVICE - ANTIVIRUS:**

This service provides the possibility of installing a security program on your devices that will protect you against security threats. The software we provide is the most powerful antivirus on the market: Bitdefender Total Security. It offers protection against new and existing vulnerabilities in addition to ensuring PC performance.

### **Access to the Service**

It will be accessed through our service platform, Via Web.

The service request will be made through platform software.

Once downloaded, you can ask one of our technicians to help you install and configure the software.

### **Scope of the service**

With the Bitdefender Total Security solution, devices will be provided with security against any type of threat, thanks to its security modules:

#### Protection

- Complete data protection in real time.
- Network threat prevention.
- Defence against advanced threats.
- Multi-level protection against ransomware.
- Web security.
- Antishipping.
- Anti fraud.
- AntiSpam.
- Safe files.
- Rescue mode.
- Anti theft.

#### PC performance

- Auto mode.
- Bitdefender Photon.
- Global protection network.
- Game and work mode and movies.
- One click optimizer.
- Battery mode.

#### Privacy

- Hotspot protection.
- Anti-tracker.
- Microphone monitor.
- Web camera protection.
- File encryption.
- Secure online banking.
- Parental control.
- Privacy firewall.
- Wi-Fi security advisor.
- Protection of social networks.
- Wallet.
- File shredder.



- Vulnerability assessment.

### **Requirements of the service**

Before you can install and use the security solution software, your computer must meet the following technical requirements:

- For PC
  - You must have an internet connection with a minimum upload / download speed of 512 Kbps.
  - For Windows:
    - Microsoft supported operating systems.
    - CPU: 1.6 GHz processor.
    - Memory (RAM): 1 GB.
    - Free available disk space: 1 GB of free space, at least 800 MB on the system drive.
- For MAC:
  - Operating System: Operating systems supported by Apple.
  - Memory (RAM): 1.0 GB or higher.
  - CPU: Intel-based Macintosh computers.
  - Memory (RAM): 400 MB.
  - Free disk space available: 400Mb (MAC OS).
- For Mobile Devices:
  - Android Operating System 5.0 and higher.
  - iOS 12 Operating System and higher.

### **Level of service**

The acquired license can be installed on up to 5 devices regardless of whether they are Windows, MAC, Android or IOS devices.

Device limit: 5 devices

To access the service, it will be done through the web platform [www.protectmydevices.net](http://www.protectmydevices.net).

The conditions of use will be unlimited, within each license, in service 24 hours a day, 7 days a week, without limitation of requests per user.

### **BINDING ARBITRATION AND WAIVER TO COLLECTIVE CLAIMS (Applicable to All Countries in LAC excluding Brazil)**

**For all the customers outside the European Union. Provisions applicable in Latin America Region.**

**Acceptance of arbitration processes to solve disputes.** Subject only to the Option of the Claims Court described below in this section, any claim, dispute or controversy of any kind, regardless of the type of claim, legal theory or defence (“Claim”) from or against you, in relation to the Agreement, the Software or the Services, shall be resolved through confidential binding arbitration. This arbitration agreement includes, for example: (i) Claims related to the applicability and interpretation of this Agreement, including any of this arbitration provisions; (ii) Claims filed by you or in your name or related to you, for example, by an employee,

representative, agent, predecessor, successor, heir, assignee or official receiver; (iii) Claims related not only directly to us but also to our controlling companies, affiliated companies, subsidiaries, successors, delegates, employees and agents; and (iv) Claims that may have been filed as part of a collective judicial process, a claim with legal, consolidated or collective representation, it being expressly understood and accepted that the arbitration of such cases must be individual (not of a group or representation) and that the arbiter may grant redress only individually (not collectively or representatively). YOU AND WE AGREE THAT NO COLLECTIVE OR CONSOLIDATED CLAIM FILED THROUGH LEGAL COUNSEL OR OTHERWISE MAY BE SUBJECT TO ARBITRATION OR PROSECUTED BEFORE ANY JUDICIAL BODY. BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU AND WE ACCEPT TO WAIVE THE RIGHT TO FILE OR PARTICIPATE IN COLLECTIVE CLAIMS, REPRESENTATION ACTIONS, CLAIMS WITH LEGAL COUNSEL OR CONSOLIDATED OR COLLECTIVE ARBITRATION PROCEDURES OF ANY KIND.

**Controversy notice.** The party requesting the arbitration must first inform in writing to the other party of the dispute, at least 60 days prior to commencing the arbitration. Notices addressed to us must be sent to (AXA Assistance USA, 122 South Michigan Ave, Suite 1100. Chicago, Illinois 60603 Attention: Legal Department.). Said notice must include your name, address and contact information, as well as the facts that gave rise to the dispute and the redress sought. You and we will try to take reasonable measures to solve any dispute through informal negotiation within 60 days from the date on which the dispute notice is sent. After 60 days, you or we may begin the arbitration process. Without regard to these notice duties, any arbitration claim must be filed by you or by us within the limitation period applicable to the Claim(s) on which arbitration is sought or required. These notice obligations do not amend the statute of limitation term applicable to any Claim.

**Arbitration management.** If a dispute is not resolved through informal negotiation, all controversies derived from this agreement or related to this agreement shall be finally resolved in accordance with the Arbitration Rules of the Chamber of Commerce by one or more arbiters named in accordance with this Rules. The language of the arbitration shall be English. The applicable law shall be the United States law and the venue of the Court shall be the Center for Arbitration and Conciliation of the Chamber of Commerce of United States. Subject only to the Option of the arbitration Court for individual consumers described below, **YOU AND WE ACCEPT TO WAIVE THE RIGHT TO LITIGATION (OR TAKING PART AS PARTY OR MEMBER OF COLLECTIVE CLAIMS) IN EVERY CONTROVERSY BEFORE A COURT OR A JUDGE OF ORDINARY JURISDICTION.** Instead, all controversies shall be resolved individually before an arbitration court, and the process shall be confidential. Such court must abide by the conditions of this Agreement and by the arbitration laws of the United States. All arbitration processes shall be held in English Spanish and the arbitration and conciliation Center shall rule the interpretation, implementation and proceedings pursuant to the binding arbitration clause of this Agreement. The award shall be confidential and only disclosed, if necessary, to obtain a judicial decision or if so required by the law. You and we agree, moreover, that a decision may be rendered about the award at any competent court. The arbitration award shall determine the rights and duties exclusively among the designated parties and only in relation to the arbitration demands; and shall not influence on the rights and duties of any other controversy.

**Costs.** Each party shall undertake the expenses of its corresponding lawyers, expert witnesses, witnesses and other expenses, without regard as to whether a decision is rendered in favor of or against one or the other party. However, one party may recover for the other each and every expense incurred if the arbiter, according to the applicable law, so decides.

**Option of the Court of Claims.** Any dispute shall be filed, by any of the parties, at the Center for Arbitration and Conciliation of the Chamber of Commerce of United States.

**Right to resort to provisional measures of the Cyber Security Program.** No provision of this agreement shall be construed as a limitation or restriction to our right to resort to self-help measures or to comply with the legal procedure, or obtaining provisional measures such as injunctions, seizure or confiscation by a competent legal body; provided we opted for arbitration for any controversy related to such provisional measures.

**Conflict terms.** In case of conflict between the arbitration Rules and this Agreement regarding arbitration, this agreement shall prevail over the arbitration. If any part of this Agreement regarding arbitration is deemed inapplicable or invalid, it shall not invalidate the other provisions hereof. However, it shall be borne in mind that (a) if it is decided that the prohibition about collective arbitrations has no validity, it shall be deemed null and ineffective the entire agreement regarding arbitration; and (b) if it is deemed that the prohibition regarding arbitration of the claims with representation filed through a private attorney is not valid, the arbitration agreement shall be deemed null and ineffective exclusively in relation to this type of claims. This Agreement regarding arbitration shall remain effective after the termination or Cancellation of this Agreement. In case of conflict between this Agreement regarding arbitration and any other provision applicable on this matter, this arbitration agreement shall prevail.

Specifically for Brazil: *“The parties hereof elect the courts of the City of Sao Paulo, State of Sao Paulo, as courts have jurisdiction to adjudicate disputes arising from the execution of this instrument, waiving any other jurisdiction, however privileged it may be”.*

## **GENERAL LEGAL TERMS**

**Data attack.** You acknowledge that certain security violations imply data attacks. For example, there are viruses and other malware that: (i) delete or destroy your data (sometimes individual files, but others the full disk, upon damaging a master start-up record or other key element); (ii) modify your files (such as parasite malware fixed to a file and modifying the file to allow its own execution or propagation); and (iii) cypher files in your unknot (such as ransomware that uses asymmetric cyphering). The best way of protecting against this type of attacks is to make frequent backup copies of your data in another device or place. Thus, you have another copy of the data that the attacking software has deleted, modified or destroyed. Although we shall make reasonable efforts from the commercial viewpoint to delete the malware or attacking virus, you are solely and exclusively responsible for making a backup copy of all the data and archives of your device so that they can be restored in case of attack to your data. Without said backup copy, it may not be possible to restore deleted, destroyed or modified data. We shall not be responsible for the loss or recovery of data or files, or the loss of use of systems or networks arising from data attacks.

**Limited guarantee.** We do not guarantee that any mobile phone or actual equipment shall be compatible or work with the Software or Service, and we do not guarantee or accept any liability in relation to the working of the personal equipment you use to access the Software or Service. Your only compensation, as well as our full responsibility and the responsibility of our suppliers, in case of breach of this limited guarantee, consists of that, at our discretion, we replace the defective support contained in the Software, these resources may not be available in some countries provided we have to respect the restrictions imposed by the regulations and laws applicable to export control.

**Waiver.** The foregoing limited guaranty is your sole warranty. It replaces all other warranties, statements, terms or conditions, whether express or implied, including the warranties or conditions of merchantability, operation, and satisfactory quality, fitness for a particular purpose, ownership and absence of infringement. Except for the limited guaranty of this section, the software and services are delivered “as is.” You are responsible for selecting the software and services to obtain the expected results, for installing and using the software or service, as well as for the results obtained. We do not provide any warranty regarding the use or performance of the software or service or any warranty of fitness for a particular purpose. We shall not be responsible for low systems performance or any interruption of the service, any loss or theft of data or systems or any other damage arising due to any action or intrusion, or any action or intrusion related thereto.

**High risk activities.** The Software and the Services may suffer errors and are not designed for high-risk activities such as use in hazardous environments that require fail-safe operation, including but not limited to, operation in nuclear facilities, air traffic communication systems, weapon systems, direct life support equipment or other applications in which a Software or Services error could directly cause death, personal injury or serious physical or property damage. We expressly renounce to the explicit or implicit guarantees of adequacy for high-risk activities.

**Limit of liability.** None of Mastercard, us nor our suppliers, licensors or other third party service providers shall be liable to you under any circumstances for the following: (i) indirect, special, incidental or consequential damages; (ii) theft of information for the personal identification or cost of obtaining software or substitute services; and (iii) damages for lost profits, loss of ongoing concern, loss of staff wages, interruption of work, computer failure or data failure, loss of data or negligence of any kind, or any other loss or indirect damage. No content of this Agreement will limit any rights that may apply under existing consumer protection laws or other applicable legislation that cannot be omitted by contract in your jurisdiction.

**Export controls.** The Software is subject to export controls in accordance with the United States Export Administration Regulations (“EAR”) and the implementing regulations. You agree that you may not export, transmit or use directly or indirectly the Software or the Services and the related documentation, nor allow access to them, including technical data, in any country to which the export, transmission or access are limited by regulations, statutes or other laws without the necessary authorization from the Bureau of Industry and Security of the United States Department of Commerce or any other governmental entity that may have jurisdiction over the export or the transmission. The legislation could prohibit the export to a specific individual, entity or country. If we receive a notice informing us that a user has been identified as a party excluded or sanctioned under the applicable legislation, then we shall no longer be liable for compliance with any of our obligations under this Agreement if such compliance may entail the violation of sanctions or exclusions. For more information about restricted parties, see the following websites: Consolidated Control List and OFAC sanctions program.

**Third-party programs.** It is possible that some third-party materials that are included in the Software or the Services are subject to other terms and conditions, which usually appear in the “Read Me” or “About” files enclosed with the Software or the Services. Such third-party materials may include software source code licensed by third parties under one or more free or open-source Software licenses, including the GNU General Public License, considered an “Open-Source Software”. The Open-Source Software is licensed under the different terms and conditions of this Agreement and, in some cases, may conflict with the terms of the Agreement and will apply in lieu of the terms of this Agreement. If an Open-Source Software license requires

us to distribute any open source related to the Software or the Services or any modification of the Software or the Services, we will provide it upon request.

Benefits provided hereunder shall be null and void if they violate U.S. economic or trade sanctions such as, but not limited to, the sanctions administered and enforced by the Office of Foreign Assets Control (“OFAC”) of the U.S. Treasury Department. No services will be provided, or claim paid, or any other benefit hereunder provided to the extent that the provision of such Services, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other applicable sanctions laws or regulations.

**No waiver.** We do not waive any provision of this Agreement except in writing under a signed document.

**Severability.** If for any reason it is decided that any part of this Agreement is not applicable, it will be considered omitted to the extent of said decision, and the rest of the Agreement will continue to be applicable in its entirety. However, it shall be considered that the agreement on arbitration will not apply to any claim to which the restrictions on collective claims or consolidated arbitrations cannot apply when applicable the law does not allow it.

**Entire agreement.** This Agreement constitutes the entire agreement between you and us and governs the use made of the Software and the Services acquired under this Agreement. This Agreement fully replaces any previous agreement between you and us in relation to the Software and any Service, as well as any other communication, statement or publicity in relation to the Software or the Services.

**Disclaimer:** *The information contained herein is provided solely for general informational purposes. It does not intend to be a complete description of all terms, conditions, limitations, exclusions, or other provisions of any program or insurance benefits provided by, or for, or issued to Mastercard.*