Visa SavingsEdge

Service Description – U.S. Region

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Introduction to the Visa SavingsEdge Service Description

The Visa SavingsEdge Service Description is intended for issuers that are participating in Visa SavingsEdge (the "Program").

This document provides a high-level overview of the Program and includes information about participating in Visa SavingsEdge, how it works, and benefits and features for issuers and cardholders.

Audience for the Visa SavingsEdge Service Description

Business, marketing and technical personnel at issuing banks are the primary audience.

Summary of Changes since the September 2011 Edition

This document incorporates only format and editorial changes to the Visa SavingsEdge Service Description. There have been no changes to the features and requirements of the Program.

Key Terms

These key terms are included for your reference.

Table 1: Key Terms

Term	Definition
BIN	Bank Identification Number
FAQs	Frequently Asked Questions
Visa Customer Care	Customer support for Visa SavingsEdge: 1-888-466-9227
Statement Credit	A Funds Disbursement Transaction (TC 20) or Adjustment Message (0220)
TC 20 (Funds Disbursement)	Base II Transaction Code 20: Cardholder statement credit for posting to cardholder accounts
0220 (Adjustment Message)	V.I.P/SMS Adjustment Transaction: Data within the message will indicate position (debit / credit) of funds.

Contact Information

For more information, please contact your Visa Account Executive

1 What Is Visa SavingsEdge?

Visa SavingsEdge (the "Program"), is an innovative and convenient loyalty program that uses statement credits rather than coupons or codes to provide merchant-funded discounts at participating merchants. The Program is designed for Visa Business cardholders to help drive incremental spend and usage while increasing customer loyalty.

Effective August 1, 2011, an Issuer in the U.S. Region must offer the Visa SavingsEdge program to its Visa Business Cardholders unless the Issuer opts out of the program as described in Section 4.2. Visa Business Cardholders of Issuers who do not opt out will be automatically eligible to enroll in Visa SavingsEdge in accordance with, and subject to, the program terms and conditions as revised by Visa from time to time and posted on the program Cardholder registration website.

Note: Visa SavingsEdge is a requirement for Visa Business Enhanced and Visa Signature Business Credit Cards and must be offered to Visa Business Enhanced and Visa Signature Business credit cardholders. Any BIN containing Visa Business Enhanced and/or Visa Signature Business accounts must participate in Visa SavingsEdge.

1.1 Overview

The Visa SavingsEdge program consists of a website (visasavingsedge.com) that allows eligible cardholders to enroll in the program and find information on participating merchant offers, Program Terms and Conditions (T&C) as well as frequently asked questions (FAQs). Purchases made using enrolled cards are tracked by Visa and a statement credit file is sent to the appropriate issuers/processors who then post the statement credits to the relevant card accounts.

1.2 Program Definition

The Program:

- Is designed to assist issuers with acquisitions, retention, usage, and growth.
- Allows cardholders to qualify for participating merchant discounts by enrolling their eligible Visa Business credit card, Visa Business Enhanced credit card, Visa Business Platinum credit card, Visa Business Debit Card, Visa Business Platinum Debit Card and/or Visa Signature Business Card (each a "Visa Business Card") on the Visa SavingsEdge Program website.
- Applies only to qualifying purchases at participating merchants, processed through VisaNet. systems. For more information on qualifying purchases, see Appendix A, "Terms and Conditions."
- Provides a discount in the form of a credit, which appears on the cardholder statement (will not appear on the sales receipt).

- Provides issuers with aggregated, non-personally identifiable information on cardholder behavior by publishing Program results.

1.3 Issuer Benefits and Features

This section describes the intended benefits and features of the Program for participating issuers.

1.3.1 Issuer Benefits

The Program provides the following benefits for participating issuers:

- Comprehensive solution - After enrolling once, cardholders are eligible for all Program discounts without needing to use coupons or codes, which may increase convenience and loyalty and may drive incremental spend.
- Valuable offers - Visa receives many requests for incorporating merchant offers into issuer loyalty programs. Visa can often negotiate more favorable offer terms on behalf of issuers, given our relationships with top merchants and our overall Visa Business volume
- Marketing - Visa arranges the offers, maintains the registration website, and provides marketing templates
- Customer information - Visa provides Program reporting on spending and card usage on an aggregated, non-personally identifiable basis

1.3.2 Issuer and Cardholder Features

The Program provides the features listed below or participating issuers and their cardholders.

Issuer Features

- Pre-negotiated offers with well-established business-to-business merchants
- Cardholder self-enrollment process using the Visa Program Registration website
- Program marketing and campaign materials, which can be customized for each issuer
- Program operational reporting, providing insights on cardholder spending and results on an aggregated, nonpersonally identifiable basis
- Utilization of existing Visa Loyalty Platform to process Program information with minimum or no changes to issuer host systems

Cardholder Features

- Easy access to discounts at participating merchants, because no coupon or code is needed at the point of sale
- One-time online enrollment that allows cardholders to take advantage of existing and future discounts

- Increased awareness of discounts available to their small business
- Confirmation and tracking of savings, which are posted to the cardholder's enrolled Visa account statement

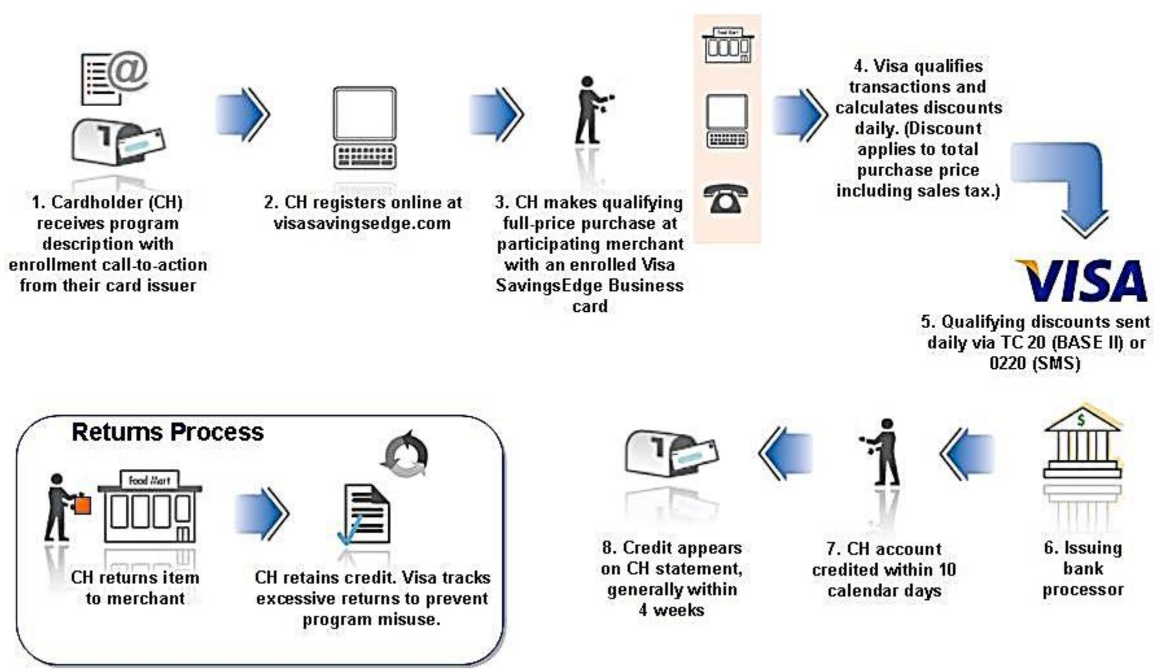
2 How the Program Works

This chapter describes all aspects of the Program in detail. It also discusses transaction processing in the Program.

2.1 The Program Process

An example of the process flow for the Program is shown in Figure 2-1.

Figure 2–1: Visa SavingsEdge Program Process Flow



In the process described above:

- Cardholders may receive information about the Program from their issuers through direct mail, statement inserts, email and banner ads, The Program also may be promoted in Visa advertisements directed at cardholders.
- Cardholder self-enrolls using the Visa SavingsEdge Program website, www.visasavingsedge.com. Business owners can enroll their own cards as well as employees' cards. Employees can also enroll their cards upon approval of the business owner.

- Visa SavingsEdge Program website identifies cardholder steps to complete Program enrollment, review Program information, and manage cardholder profile. For more information on the cardholder enrollment process, see Cardholder Enrollment.
  - To enroll, cardholders are required to:
    - Enter participating account number(s) and valid email address, and select a password to be used to access the cardholder's profile.
    - Review and agree to the Program terms and conditions to fully complete the registration process.
  - Additional options on the Program website include:
    - View the participating merchant Program offers and merchant website link(s)
    - Review Program updates and information, including frequently asked questions (FAQs)
    - Select communication preferences to receive Program updates and promotional information on the Program and other Visa and issuer programs and services
    - Identify the preferred industry offers for merchant discounts
    - Unsubscribe from the Program
    - Reset and change password and preferences

    Note: All transactional and promotional emails are Visa-branded. Promotional emails associated with the Program contain updates, including new merchants and merchant offers.

- Enrolled cardholders make qualifying purchases at participating merchants with a Visa SavingsEdge-enrolled Visa Business card by:
  - Using their eligible Visa Business card issued in the United States at any participating merchant's storefront or online locations located in the U.S.
  - Completing the entire qualifying purchase made with an enrolled Visa Business card, including: any signature-based purchases, any Internet purchase, phone or mail order, bill payments, contactless purchases (purchases made by holding a Visa Business card or other device up to a secure reader instead of swiping the card), or small dollar purchases for which the cardholder is not required to sign, which is processed or submitted through the Visa U.S.A. Inc. payment system.
    - Cardholders must not use a Personal Identification Number (PIN) to pay for their purchases with their enrolled Visa Business card to receive a discount for such purchases.
    - Visa reserves the right to determine in its sole discretion whether a particular Visa card transaction is a qualifying purchase.
  - Receiving a discount in the form of a statement credit on the cardholder statement and not at the point of sale.
- Visa processes discount information and sends fulfillment to the issuer.
  - Visa Loyalty Platform matches settled transactions daily from participating merchants, issuers, and cardholders against the merchant discount terms.

  - Visa sends statement credit transactions (via Funds Disbursement, TC 20 transactions for BASE II, or Adjustment, 0220 for SMS), in a daily batch to participating issuers or processors to credit cardholder accounts.
    - Issuers are required to process and post credits to cardholder accounts within 10 calendar days of receiving disbursement, and must not change the originator name and city information prior to posting this information to cardholder statements.
- Cardholder receives statement with the posted discounts.
  - The discount appears on a future cardholder statement in the form of a statement credit.
  - Credits are displayed for each qualifying purchase with the Program statement message. Issuing bank may choose to provide cumulative savings.
- Visa settles cardholder statement credit discounts with merchant.

2.2 Transaction Processing Overview

- Visa SavingsEdge utilizes the Visa Loyalty Platform to qualify eligible transactions for enrolled cardholders.
- Issuers receive corresponding Visa SavingsEdge-participating merchant discounts in the form of statement credit transactions (via Funds Disbursement, TC 20 transactions for BASE II, or Funds Disbursement/Adjustment, 0220 for SMS).
- Participating issuers and issuer processors post statement credits to cardholder accounts within 10 calendar days of disbursement .

Transaction processing considerations include:

- TC 20 or 0220 transactions are considered original transactions. Therefore, participating issuers should work with their issuer processors to ensure the necessary systems setup/configuration to support these transactions. In addition, issuers and issuer processors must support all mandatory reason codes.
- Issuers and issuer processors must meet the appropriate coding requirements for posting credits as well as reversals. Visa makes test data available to enable issuers and issuer processors to support all reason codes.
- Because these transactions are either a Funds Disbursement (TC 20 for Base II) or a Funds Disbursement/Adjustment (0220 for SMS), there is no impact to interchange or issuer proprietary rewards points.

3 How Visa Supports the Program

Visa is committed to supporting all participants in the Program. This includes:

- Issuer marketing support
- Customer support for all participants (1st and 2nd-level customer support)
- A Program website for cardholders
- Reporting capabilities for issuers

The following sections describe Visa support in detail.

3.1 Program Marketing

Visa supports participating issuers in introducing and promoting the Program to their cardholders.

Visa creates and provides marketing template creative for the Program, at no cost to issuers. This includes issuer-initiated direct mail, email, statement inserts and banner ads.

Note: Notwithstanding anything contained herein to the contrary, issuer agrees that it will conduct all promotional campaigns in full compliance with all applicable laws and regulations and its own privacy policy and practices, including, without limitation, the CAN-SPAM Act of 2003, privacy laws and consumer protection laws.

3.2 Program Support

This section provides information about customer support for cardholders and issuers

3.2.1 Cardholder Customer Support

Visa Customer Care Support for Visa SavingsEdge will provide Level I & II support.

- For questions or problems related to enrollment and/or registration using the Visa Program Registration website, cardholders should refer to the FAQs located on the Program website and/or contact Visa Customer Care (1-888-466-9227). Contact information is provided in the Program materials and on the Program website.
- For questions related to Program information, including merchant offers and profile updates, cardholders should refer to the Program website and, if appropriate, contact Visa Customer Care.
- For questions about qualifying purchases, credit posting, errors, and disputes as a result of the merchant discounts, cardholders should contact Visa Customer Care for investigation, and/or refer to their issuer, as appropriate.

- For any other questions regarding cardholder's Visa Business card, cardholders should contact their issuer customer support.

3.2.2 Issuer Customer Support

Issuers and processors should contact their Visa Representative for questions about the Program, as well as any processing-related issues.

3.3 Program Reporting

Visa provides operational reporting to participating issuers about Program performance and cardholder behavior. The reports include cardholder spend and usage data on an aggregated, non-personally identifiable basis.

Issuers receive Program results about its own cardholders' activity across all participating merchants and applicable cardholder opt-in information.

Visa SavingsEdge standard operational reports are available monthly on Visa Online (VOL). Issuers should contact their account representative to obtain the necessary entitlements to access these reports.

3.4 Program Administration

Visa administers the Program and the website at no additional cost for issuers or cardholders. Visa troubleshoots issues related to the Program and website with the appropriate issuer and cardholder notifications and communications.

3.5 Program Review Cycles

Visa conducts a regular analysis of the overall Program performance for offer and operational improvements.

4 Issuer Program Obligations

4.1 Issuer Participation

All participating issuers must comply with the Visa SavingsEdge Operating Regulations and with all applicable laws and regulations (including, without limitation, privacy laws) and its own privacy policy and practices with respect to its participation in the Program. Issuer is solely responsible for any liability arising from its participation. Visa has the right in its sole discretion to review and approve any promotional piece issuer desires to use in connection with the Program. Regardless of whether Visa approves a promotional piece, issuer is responsible for ensuring its compliance with the law in all aspects of the promotional piece.

Issuers participating in the Program must conform to the Visa SavingsEdge participation requirements. These include requirements to:

- Issue Visa cards in the U.S. for:
  - Visa Business Credit Card
  - Visa Business Enhanced Credit Card
  - Visa Business Platinum Credit Card
  - Visa Business Debit Card
  - Visa Business Platinum Debit Card and/or
  - Visa Signature Business Credit Card
- Promote the Program to its small business customers. Program marketing activities include producing marketing materials using Visa Program creative and/or providing address file for Visa direct mail and email campaigns.
- Post statement credits within 10 calendar days of disbursement.
- Answer and resolve business and cardholder customer inquiries regarding the Program, in particular, Program information and questions related to credit posting. Please note that:
  - Issuers are responsible for providing adequate training about the Program, at their cost and expense, for their customer service teams.
  - Issuer customer representatives should be knowledgeable about the Program and the registration process.

4.2 Issuer Opt-Out

4.2.1 Pre-Launch Opt-Out

- If an issuer chooses not to participate in Visa SavingsEdge, the issuer must submit a *Visa SavingsEdge Issuer Opt-Out Form*.
  - Forms are available on Visa Online (VOL) and can also be obtained through an issuer's Visa Representative.
  - Forms must be submitted to the designated email or fax listed in the instructions
  - A Visa representative will send a confirmation email upon receipt of the request and will notify issuers when the BINs are opted out of the Program within 7 – 10 business days.
- An issuer choosing not to participate in Visa SavingsEdge agrees and acknowledges that cardholders who attempt to enroll a Visa Business card within the opted-out BINs will receive an error message indicating their card is not eligible to participate in Visa SavingsEdge.

Note: Issuers of Visa Business Enhanced and Visa Signature Business Credit Card programs must participate in Visa SavingsEdge and must ensure that BINs containing Visa Business Enhanced accounts have not opted out of Visa SavingsEdge participation.

4.2.2 Post-Launch Opt-Out

- If an issuer opts out of the Program after July 15, 2011, any enrolled cardholders on the date that opt out becomes effective (as described in the Visa SavingsEdge Issuer Opt-Out Form) will remain enrolled in the Program in accordance with the Program Terms and Conditions.
- Issuers choosing to un-enroll previously enrolled cardholders after opting out must provide specific written notice to Visa at least 90 days prior to such un-enrollment and provide adequate cardholder notification as required by the Visa SavingsEdge Issuer Opt-Out Form.

5 Cardholder Enrollment

5.1 Program Website

Visa manages and hosts the Visa Program website (www.visasavingsedge.com).

The website provides the following functionality:

- Program enrollment, including request for information to complete registration and Program terms and conditions (the "Terms and Conditions")
  - Cardholders receive validation messaging or error messaging based on their participation eligibility and accuracy/completeness of information provided.
  - Information required includes Visa Business Card number, email address, and password.
- Program termination
  - Cardholders can unsubscribe from the Program at any time by completing the necessary steps outlined in the web site cardholder FAQs on the unsubscribe page.
- Program information including FAQs and a Privacy Policy link
  - Issuers and merchants are responsible for ensuring that their privacy policies and practices conform to the uses of personal information required as a part of the Program.
- Merchant Offers, terms and conditions, and links to merchant sites
- Cardholder profile preference setup
  - Cardholders have the option to provide additional business information, including business name and industry.
  - Cardholders can choose to opt-in for promotional emails with regard to the Program and other Visa and issuer products and services.
  - Cardholders can set their communication preferences for receiving Program offers and industry specific offers.

5.2 Cardholder Experience

The Visa Program Registration website identifies cardholder steps to complete Program enrollment, review Program information, and manage cardholder profile.

- To enroll, cardholders are required to:
  - Enter participating account number(s) and valid email address, and select a password to be used to access the cardholder's profile.

    Note: The email provided will be used as the cardholder's User ID.

  - Review and agree to the Program Terms and Conditions to fully complete the registration process.
- Additional options on the Program website include:
  - View the participating merchant Program offers and merchant website link(s)
  - Review Program updates and information, including frequently asked questions (FAQs)
  - Select communication preferences to receive Program updates and promotional information on the Program and other Visa and issuer programs and services
  - Identify the preferred industry offers for merchant discounts
  - Unsubscribe from the Program
  - Reset and change password and preferences

Note: All transactional and promotional emails are Visa-branded. Promotional emails associated with the Program contain updates, including new merchants and merchant offers.

6 Merchant Offers

Merchants participating in Visa SavingsEdge must agree with the following general discount offer requisites and may create specific terms and conditions associated with their discount offers. Visa SavingsEdge discount offers are merchant-funded. The discount:

- Should be valid for at least one year at all U.S. storefront locations, all online locations, and via mail order (if generally available to consumers) and can be reassessed on a quarterly basis.
- Pertains to all products and services sold at the participating merchants, unless otherwise permitted by Visa.
- Applies to each qualifying purchase conducted in the U.S. with an eligible card. Please refer to the Program Terms and Conditions within this document for further details about qualifying purchases.
- Is calculated on the total net purchase including taxes and other surcharges.
- Takes the form of a statement credit appearing on the participating cardholder's card statement; the credit does not appear on the sales receipt.

Once the qualifying purchase is completed, the credit is due to the participating cardholder and the credit cannot be reversed, debited or otherwise recovered by the merchant unless otherwise permitted by Visa; the credit is retained by the participating cardholder regardless of returns, adjustments and chargebacks. Visa will track excessive reversals to help prevent misuse of the Program.

All proposed discount offers and their respective terms and conditions must be submitted to Visa for review and approval in accordance with the Program Participation Agreement. Regardless of whether Visa accepts, rejects, or suspends a discount offer, merchant is responsible for ensuring its compliance with the law in all aspects of the discount offer.

Participating merchants must comply with all applicable laws and regulations (including, without limitation, privacy laws) and its own privacy policy and practices with respect to each and every discount offer and its participation in the Program, including, without limitation, the reporting, collection, and payment of any applicable federal, state, and local taxes.

Merchants must clearly identify the type[s] of Visa Business cards the merchant accepts if not all Visa Business cards are accepted by the merchant.

A Related Publications

Table A–1: Related Publications

Document Title/Name	Description
Visa Rules	The Visa Rules comprise: • The Visa Core Rules and Visa Product and Service Rules – The Visa Core Rules contain fundamental rules applicable to all Visa system participants and specify the minimum requirements clients must meet to uphold the safety, security, soundness, integrity and interoperability of the Visa system. – The Visa Product and Service Rules contain rules that apply to Visa system participants based on their use of a product, service, the Visa-owned marks, VisaNet, the dispute resolution process, and other aspects of the Visa payment system. They also include operational requirements related to the Visa Core Rules. • The Visa Supplemental Requirement, which are Visa- or third-party-administered documents or websites that contain requirements beyond the content of the Visa Core Rules and Visa Product and Service Rules • Other rule documents, as applicable to a client's business: – Visa International Travelers Cheque Operating Regulations – Interlink Bylaws and Operating Regulations
Frequently asked Questions for Issuers	Answers to some of the more frequently asked questions about Visa SavingsEdge program features and requirements
Article 11.1.1 in the October 2010 VisaNet Business Enhancements Global Technical Letter and Implementation Guide, Version 3.0	New Issuer Mandate for Cardholder Statement Credit
Article 11.5.1 in the October 2010 VisaNet Business Enhancements Global Technical Letter and Implementation Guide, Version 3.0	New Visa SavingsEdge Program for Visa Business Cards
Article 1.2 in the U.S. April 2007 VisaNet Business Enhancements Technical Letter and Implementation Guide	Changes to Loyalty, Sweepstakes, and Visa Extras Programs for SMS Issuers

Document Title/Name	Description
Article 1.3 in the U.S. April 2006 VisaNet Business Enhancements Technical Letter	U.S. Cardholder Fees, Credit and Rebate Transaction Expansion
Article 4.1 in the U.S. April 2006 VisaNet Business Enhancements Technical Letter	Cardholder Credit and Rebates Reminder
Article 070508 in the May 2007 Visa Business Review – Systems & Operations	New Rewards Promotion Reminds Issuers to Post Funds Disbursement Transactions to Cardholder Statements

B Related Forms

Table B–1: Related Forms

Form	Description
Visa SavingsEdge Issuer Opt-Out Form	A form used by an issuer choosing not to participate in Visa SavingsEdge that signifies agreement and acknowledgement that cardholders who attempt to enroll a Visa Business card within the opted-out BINs will receive an error message indicating their card is not eligible to participate in Visa SavingsEdge

C Term and Conditions

This appendix includes the Terms and Conditions for the Visa SavingsEdge Program.

Visa SavingsEdge Terms and Conditions

Visa SavingsEdge is an automated discount program ("**Program**") offered by Visa U.S.A. Inc. ("Visa", "**we**" and "**us**") to each eligible corporation, limited liability company, partnership and sole proprietor ("**Business**") that holds a Visa Business Credit Card, Visa Business Platinum Credit Card, Visa Business Debit Card, Visa Business Platinum Debit Card and/or Visa Signature Business Card (each, a "**Visa Business Card**" and "**Card**") whose enrollment in the Program is accepted by Visa.

These terms and conditions ("**Terms and Conditions**") apply both to the Business and each individual who uses a Card through the Business ("**Cardholder**" and "**you**"). Each Cardholder must also be authorized to use the Visa Business Card by the financial institution issuing such Card ("**Issuer**") pursuant to the payment card agreement ("**Card Agreement**") between the Business and the Issuer. The Business shall be jointly and severally responsible for any use of Cards and participation in the Program by Cardholders. By participating in the Program, the Business and each Cardholder agree to be bound by these Terms and Conditions, as applicable to each as provided herein.

Each Cardholder must sign up and be accepted by Visa as a participant in the Program in order to be eligible for discounts. Alternatively, the Business can directly enroll Cardholders and Cards in the Program. Under the Program, Cardholders will receive discounts from merchants participating in the Program ("**Merchant**") each time such Cardholder uses an eligible Visa Business Card that is enrolled in the Program to purchase qualifying goods or services from a Merchant pursuant to an active discount offered by such Merchant (each, a "**Discount Offer**"), and that transaction is processed or submitted through the Visa payment system (each, a "**Qualifying Purchase**," as more fully described below). The Card Agreement will continue to govern use of the Visa Business Card(s) by the Business and Cardholders. In the event of a conflict between the Card Agreement and these Terms and Conditions, the Card Agreement will govern, except that these Terms and Conditions will govern and control with respect to all matters relating to the Program. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions. The Business and each Cardholder agree that any dispute arising from or in connection with these Terms and Conditions and/or the Program shall be resolved exclusively in the state and federal courts residing in San Francisco County, California.

Changes to the Program

We have the right to modify, restrict, limit, or change the Program in any way and at any time. Changes may include, but are not limited to: changing the participating Merchants; changing the specific details, requirements or qualifications of a Discount Offer; adding or removing Discount Offers; changing the duration of any Discount Offer; and changing these Terms and Conditions. We will notify the Business and Cardholders of material changes to the Program and/or to these Terms and Conditions by notice provided on the program website at www.visasavingsedge.com (the "**Program Website**"), and you should check the Program Website from time to time for such changes. We also reserve the right at any time to suspend or cancel the Program. We also reserve the right to suspend or cancel any Business' and/or Cardholder's enrollment in the Program without notice unless required by applicable law, including, without limitation, where we believe you are abusing or wrongfully using the Program. Merchants may also suspend or cancel the ability of Business and/or any Cardholder to qualify for a discount for any transaction at that Merchant without notice unless required by applicable law.

Eligibility

Businesses and authorized Cardholders in the United States that hold an eligible Visa Business Card and are in good standing are eligible to apply for enrollment in the Program. We reserve the right to determine in our sole discretion whether any Business or Cardholder may enroll in the Program.

Enrollment

To participate in the Program, you must be authorized by the Business to enroll your eligible Card in the Program and accept these Terms and Conditions on behalf of yourself and the Business. Moreover, the Business must: (a) be party to a valid Card Agreement, (b) be approved by Visa to enroll, or authorize enrollment of, one or more Visa Business Cards in the Program, (c) control Cardholder access to Visa Business Cards, and (d) agree to these Terms and Conditions. With respect to Businesses, by checking the applicable agreement box the signatory represents that he or she is an authorized signatory for the Business under the Card Agreement and that the Business agrees to these Terms and Conditions. With respect to Cardholders, by checking the applicable agreement box you represent that you are authorized to enroll the Card in the Program and that you agree to these Terms and Conditions.

In order to enroll Visa Business Cards in the Program, the Business and/or Cardholder must follow the instructions on the Program Website. Each Visa Business Card number must be enrolled separately and will be treated as a separate account, even if two or more Visa Business Card numbers are associated with the same credit, checking, or other underlying account. If there are multiple Visa Business Cards with the same card number, that Visa Business Card number may only be enrolled once. By enrolling a Visa Business Card number, or permitting a Visa Business Card to be enrolled, the Business represents that the individual enrolling that number is authorized to enroll all of the Visa Business Cards with that number. There is no cost to the Business to enroll a Visa Business Card in the Program or for Cardholders to use Cards to participate in the Program.

While enrolling in the Program on the Program Website, the Business and/or each Cardholder will be required to provide an email address and select a password that must be entered in order to access the Program Website. The Business and/or Cardholder, as applicable, will receive a confirmation message to the email address provided at time of enrollment if Visa approves enrollment of the Visa Business Card(s) in the Program. The Business is responsible for ensuring and protecting the security of passwords and for any activity conducted at the Program Website through its email addresses and associated passwords.

Qualifying Purchase

The enrolled Business and/or participating Cardholders will receive a discount at Merchants only for Qualifying Purchases that are in full compliance with the terms of the applicable Discount Offer. A "**Qualifying Purchase**" is further defined as any signature-based purchase, Internet purchase, phone or mail order purchase, bill payment, contactless purchase (a purchase made by holding your Visa card or other device up to a secure reader instead of swiping your card), or small dollar purchase for which you are not required to sign, made with an enrolled Visa Business Card, which is processed or submitted through the Visa U.S.A. Inc. payment system. **Do not use a Personal Identification Number (PIN) when paying for your purchases with your enrolled Visa Business Card if you want to receive a Merchant discount for such purchase.** PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, Interlink-processed transactions, payments made for pre-paid and re-loadable cards such as certain gift cards, Visa Buxx, and similar cards, payments made for payment instruments that can readily be converted to cash (for example, travelers cheques, money orders, wire transfers, and similar products or services), or transactions that are not processed or submitted through the Visa U.S.A. Inc. payment system are not Qualifying Purchases. We reserve the right to determine in our sole discretion whether a Visa Business Card transaction is a Qualifying Purchase.

Discount Offers

Each Discount Offer will be subject to additional terms and conditions specific to the Discount Offer. These terms and conditions may address such matters as the level of discount for the Discount Offer, expiration date of the Discount Offer, the purchase or other requirements of the Discount Offer, or any other limitations or restrictions in connection with the Discount Offer. You cannot qualify for a Discount Offer once the Discount Offer is removed from the Program. Participating Merchants may offer discounts on purchases of goods or services at their physical locations in the United States, on their websites or by telephone or mail orders. The level of any discount offered and other terms and conditions applicable to such Discount Offer are determined by us and the Merchant in our respective sole discretions. Please refer to the Program Website for additional Discount Offer terms and conditions and Program information.

Discount Offers may be subject to availability. Discount Offers are also subject to any applicable law or regulation that may restrict or prohibit certain sales, including, without limitation, the sale of goods and services in certain restricted categories. Businesses, Cardholders and the applicable Merchant are each responsible for compliance with all laws related to the Discount Offer, including the payment and collection of any federal, state or local taxes.

Statement Credits

Once a Visa Business Card is enrolled in the Program, the discount the Business or Cardholder receives from a Qualifying Purchase will be automatically credited to the applicable participating Visa Business Card account. The Discount Offer credit will not appear on the receipt at the Merchant's point of sale. A Discount Offer credit will be posted to the applicable Card statement for each Qualifying Purchase, but may be posted on a Card statement following the Card statement on which the related Qualifying

Purchase is posted. A posted Discount Offer credit may be reversed, in Visa's sole discretion, for any returns, adjustments, or chargebacks relating to a Qualifying Purchase. The reversal of any Discount Offer credit will appear on a future Card statement.

You are not eligible to receive any Discount Offers and/or statement credits while your Visa Business Card account is not in good standing. Any transactions entered into by the Business or a Cardholder during such time will not be deemed a Qualifying Purchase and forfeited from Program eligibility.

Communications with Program Participants

The Program Website will present information regarding current Discount Offers at the Merchant Discount Offer web page.

By using the Program Website, we may make electronic communications to you, including through emails and/or postings to the Program Website (and mobile-based communications, such as SMS messages if you opted-in to receive such mobile-based communications). All electronic communications from us to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the earlier of the date actually received or five days from the date of posting or dissemination.

By enrolling a Visa Business Card in the Program, you agree to advise us of any changes in the email address(es) for the Business and/or Cardholders by updating the Business' Program profile on the Program Website. If you would like to retain a copy of these Terms and Conditions, please print a paper copy.

You may elect to receive information of a promotional nature about the Program via email by so indicating on the Business profile on the Program website or in connection with Program enrollment. If you elect to receive such promotional information, we may from time to time send you promotional emails containing selected Discount Offers or other offers from select Issuers and Merchants to the respective email address(es). If you would like to change your election to receive these promotions at any time, please visit the Program Website to update the Business' Program profile or use the unsubscribe link or address contained within each promotional email.

Canceling Program Participation

You may cancel your participation in the Program at any time by visiting the Program Website. A Business may also cancel the participation of any Cardholder within its organization in the Program at any time by visiting the Program Website. Revoked statement credits based on returns, adjustments, or chargebacks with respect to a Qualifying Purchase made on an enrolled Visa Business Card may be completed, in Visa's sole discretion, after the cancellation of the Business' enrollment, or a Cardholder's participation, in the Program. If a Business or Cardholder closes the Visa Business Card enrolled in the Program, the Cardholder and the Visa Business Card will be automatically removed from the Program, as well.

Lost, Stolen or Damaged Cards

If a Visa Business Card enrolled in the Program is lost, stolen, or damaged, first call the Issuer at the telephone number provided in the Card Agreement to request a replacement Card from the Issuer. Please be aware that the replacement card may have a different Card number. You will be eligible for the Discount Offers even if an enrolled Visa Business Card is lost, stolen, or damaged. However, you will have to enroll the replacement Visa Business Card on the Program Website if the new replacement Card is issued by the Issuer with a different Card number. In such case, the previously enrolled Card will be removed from the Program. However, Qualifying Purchases made through unauthorized purchases from a lost or stolen Card or Card number will not be eligible for any discounts under the Program.

Customer Service

If you have questions regarding Program features and/or would like information about Merchant offers, please visit the "Frequently Asked Questions" page and the Merchant Offer Description web page on the Program Website.

If you encounter problems while applying to enroll your Visa Business Card(s) in the Program and/or while updating the Business' Program profile on the Program Website, please contact the Program administrator.

If you have any questions regarding your Visa Business Card statement or any Qualifying Purchases, Discounts Offers, and/or statement credits related to the Program, please contact the customer service representative at the Issuer. The Issuer's contact information may be on the back of the Visa Business Card or in the Card Agreement.

Disclaimers and Limitations

Visa is not responsible for resolving any questions or disputes regarding Discount Offers, the crediting of a Discount Offer to your Card account or the handling of returns, disputes, and chargebacks with respect to a Qualifying Purchase. All questions and disputes are subject to the Card Agreement and must be directed to the Issuer for resolution. Any required arbitration or other dispute resolution process provided for in the Card Agreement shall apply to your participation in the Program.

Visa is not responsible for the products or services purchased through Qualifying Purchases. You may be subject to additional terms and conditions, warranties or other requirements of the Merchant and the product's manufacturer or the service provider. Visa disclaims all representations or warranties, express or implied, including, without limitation, those regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise with respect to the Program, Discount Offers and any goods or services sold by Merchants in connection with the Program.

In no event shall Visa, its affiliates or any of its directors, officers, employees, agents or subcontractors (collectively, "Visa Parties"), be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Visa Parties are not liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from your participation to the Program, or the use of products or services purchased through Qualifying Purchases.

Visa Parties are not responsible for any error, malfunction or problem of any kind whether human, mechanical, typographical, printing, network or electronic, relating to or in connection with this Program, including, without limitation, errors, malfunctions or problems which may occur in connection with the administration of the Program, the processing of Qualifying Purchases and/or discounts, or the presentation of Discount Offers. Persons found tampering with or abusing any aspect of the Program, as solely determined by Visa, will be removed from the Program and all associated Qualifying Purchases and/or discounts will be cancelled and voided.

The Business and each Cardholder jointly and severally agree to indemnify and hold the Visa Parties harmless from and against all losses, liabilities, damages and expenses resulting from or arising out of the Business' enrollment and the participation of any Cardholder in the Program, including, without limitation, any damage relating to the use of products and services acquired though Qualifying Purchases.

By enrolling in the Program, the Business and each Cardholder hereby release Visa Parties from any claim, liability, or damage relating to the Program or the use of any Discount Offers. The Program and/or any Discount Offers under the Program are void where prohibited by applicable law. Notwithstanding anything in these Terms and Conditions to the contrary, Visa and all providers of services to the Program shall have no liability to the Business or any Cardholder in connection with the Program.

Privacy

All information collected about the Business and Cardholders using the Program Website is subject to the Visa.com Privacy Policy, which can be found at http://www.usa.visa.com/sitewide/privacy_policy.html.

As a part of the Program, transaction information will be shared between Merchants, Issuers and Visa (and/or their respective service providers) in order to process your statement credits and to generally make the Program available to you. In addition, certain information about your clickstream activity and additional transaction information may be shared between the Merchant, your Issuer and Visa on either an aggregate (nonpersonally identifiable) or a personally identifiable basis and such information will be subject to each party's respective privacy policies and practices.

Visa is a registered trademark of Visa International Service Association.

For Businesses: As a primary inducement to Visa to enroll the Business' Visa Business Card(s), and permit Cardholders to participate, in the Program, by entering "I Agree" below, both the Business, and

I as principal shareholder, managing member, partner or proprietor of the Business, as the case may be, unconditionally and irrevocably agree to each of the duties and obligations of the Business and all Cardholders pursuant to these Terms and Conditions, as they may be amended from time to time.

For Cardholders: As a primary inducement to Visa to enroll the Visa Business Card(s), and allow me to participate in the Program, by entering "I Agree" below, I, on behalf of myself and the Business, as the case may be, unconditionally and irrevocably agree to each of the duties and obligations of the Business and Cardholder pursuant to these Terms and Conditions, as they may be amended from time to time.