

**GENERAL TERMS AND CONDITIONS OF USE OF
"MY VISA" SPAIN WEBSITE**

1. PREAMBLE

The Internet website: www.my.visa.es (the "**Site**") is made available to users (the "**User(s)**") by Visa Europe Limited, a company incorporated in England, whose registered office is at 1 Sheldon Square, London W2 6TT, United Kingdom, registered under number 5139966 ("**Visa**").

These general terms and conditions of use (the "**General Terms and Conditions of Use**") are intended to govern access to and use of the Site, including its content and functionality.

Last updated: 1 February 2024

2. DEFINITIONS

All terms used in capital letters and not defined herein shall have the following definition:

- "**Account**" means the personal account that the User must create to access the Site.
- "**Additional Benefits**" means any additional or tailor-made benefits available on the Site from time to time (e.g., without this list being exhaustive discount codes on services or products, vouchers to be used in a specific merchant and/or free of charge products or services), which are additionally offered to Users by their Issuers (and the Issuer's partner companies), under their sole responsibility.
- "**Benefits**" means collectively the Visa Card Benefits and the Additional Benefits
- "**Issuer/s**" means the eligible entities listed in the relevant section of the Site <https://my.visa.es/en/node/40> and authorized to issue Visa Cards in the Spanish Territory;
- "**Visa Card**" means a valid Visa premium card, issued by a Spanish issuer, and listed in the relevant section of the Site <https://my.visa.es/en/node/40>. A premium card may be any of the following: Visa Gold, Visa Platinum, Visa Signature and Visa Infinite.
- "**Visa Card Benefits**" means all the benefits attached to a Visa Card available on the Site from time to time (e.g., without this list being exhaustive discount codes on services or products, vouchers to be used in a specific merchants or free of charge products or services) from which the User can benefit depending on the Visa Card they hold, by the sole fact of being the holder of a Visa Card.
- "**Additional Benefits**" means any additional or tailor-made benefits by reference to the Visa Card Benefits, which are additionally offered to Users by their issuer (and the issuer's partner companies), under its sole responsibility.
- "**Site**" means the website accessible at the following address: www.my.visa.es.
- "**User**" means a holder of a Visa Card who has opened an Account on the Site.

3. ACCEPTANCE AND MODIFICATION OF THE GENERAL CONDITIONS OF USE

- 3.1** By using the Site, the User acknowledges having read, understood, and consented to the General Terms and Conditions of Use at the time of creating their Account. Otherwise, the User must not and may not use the Site. These General Terms and Conditions constitute the agreement between the User and Visa in relation to the use of the Site and the related possibility for the User to request and/or use the Benefits ("**Agreement**").
- 3.2** In compliance with the limits and conditions imposed by the applicable regulations, Visa reserves the right to unilaterally modify the General Terms and Conditions of Use at any time, subject to prior information to Users and compliance with a notice period of thirty (30) days before becoming effective, where there is a justified reason such as, without this list being exhaustive, in the context of compliance following a change in legislation, security standards, economy and geopolitics or to reflect technical developments made to the Site or where a change benefits the User. In the event of any changes to the General Terms and Conditions of Use, Visa will post the revised General Terms and Conditions of Use on the Site and notify the User thereof. In case a User does not want to accept the changes, the User may delete their Account by following the procedure described in Article 4.4 (Account Deletion) before the changes become effective and withdrawal from this Agreement.

4. CONDITIONS OF ACCESS, REGISTRATION AND USE OF THE SITE

To access the Site, the User must create an Account. The User can register and use the Site free of charge.

4.1 Management of the Account

4.2 Creating the Account

4.2.1 To create an Account on the Site, the User must:

- a) Have an Internet connection;
- b) hold a valid Visa Card issued in their name by an issuer. The User must hold a Visa payment card exclusively among those included in the definition of « Visa Cards » and issued by an « Issuer » among those included in the definition of "Issuers" as indicated in Article 2; and
- c) be at least 18 years of age.

4.2.2 To create an Account on the Site, the User must click on the "Create my Account" button and follow the steps below:

- d)** enter their BIN (the first 9 digits of the Visa Card followed by seven zeros), title, surname, first name and date of birth;
- e)** choose credentials: User's email address and password;
- f)** accept the Privacy Policy and these General Terms and Conditions of Use; and
- g)** if the User wishes, subscribe to the Visa newsletter.

4.2.3 To validate the User's registration, the User must click on the registration confirmation link that they/them will receive by e-mail, at the e-mail address provided when creating their Account.

4.2.4 On subsequent visits to the Site, Users may access their Account by clicking on the "Log In" button indicating their login credentials chosen at the time of creating the Account.

4.2.5 To modify or complete the User's personal information, the User can go to the "My Account" tab.

4.3 Modification of the Account

By clicking on the "My Account" tab, the User can consult, complete and modify the information in their profile (personal information and password), manage User preferences (find User favorites, select/modify interests) and manage the subscription to the Visa newsletter.

4.4 Deletion of the Account

The User can delete their Account at any time directly in the "My Account" tab, by clicking on "Delete my Account", and withdrawal from this Agreement.

4.5 "My Cards" Tab

By clicking on the "My Cards" tab, the User can add their Visa Cards, obtain information on the points of contact in case a Visa Card is lost, stolen or damaged.

4.6 Suspension & Deletion of the Site

Visa reserves the right, at its discretion and unilaterally, at any time and without notice, to modify the configuration and content of the Site. Visa may at any time limit, suspend, or prohibit access to the Site, in whole or in part, in case of technical or security reasons. Visa shall use its best effort to provide the User with a proper notice in case of the limitation, interruption, or prohibition to use the Site where possible.

If there is a proven legitimate reason, Visa may suspend the Site, in whole or in part, at any time. Visa may close the Site at any time upon 30 days' notice. In any case, Visa will deliver the Benefits already requested and/or activated by the Users before the closure of the Site.

5. THE BENEFITS

5.1 By connecting to their Account, the User has access to a privileged area presenting them with the Visa Card Benefits and/or the Additional Benefits attached to their Visa Card.

5.2 In order to keep available to the Users a set of Benefits in the Site, Visa may need to periodically update and/or change and/or replace and/or delete the Benefits in the Site. Therefore, Visa reserves the right to update and/or change and/or replace and/or delete the Benefits at its discretion and at any time.

5.3 The description of the Benefits is available on the Site and the User undertakes to carefully read the description of each Benefit, and the applicable terms and conditions, where relevant, before using any Benefit. Certain Benefits may be available for a limited period of time and/or be reserved to a specific Visa Cards or Issuers. The number of Benefits may vary from time to time, under the total discretion of Visa and Visa does not guarantee a minimum number of Benefits available on the Site.

5.4 The User is informed that the Benefit, and the related offers, features or guarantees presented in the Site are directly offered by the third-party providers indicated in the Site ("**Providers**") and are subject to the terms and conditions of each Provider who is solely responsible for them.

Therefore, the User acknowledges that Visa is not involved in any activity related to the offer and/or delivery of the products and services related to the Benefits that are independently managed and offered by the Providers under their sole responsibility.

5.5 “My Benefits” Tab

By clicking on "My Benefits" tab, the Users can find the Benefits that they can enjoy thanks to their Visa Cards. The special conditions applicable to each Benefit are detailed in the relevant section of the Site and are the sole responsibility of the Provider who offers them to the User.

5.6 Additional Benefits

5.6.1 Some Issuers may offer Additional Benefits to the Visa Card Benefits directly in the Site. The list of Additional Benefits may not include all the Additional Benefits offered by the relevant Issuer and, therefore, shall not be considered exhaustive.

The description of the Additional Benefits published on the Site is determined by the Issuer only and under its sole responsibility.

5.6.2 These Additional Benefits are identified where applicable by the mention “Exclusivity”.

6. PROTECTION OF PERSONAL DATA.

Visa processes User's personal data as data controller and in accordance with the Privacy Policy available at: <https://www.visa.es/terminos-de-uso/aviso-de-privacidad-global-de-visa.html>. For more information about how Visa and its Affiliates collect, protect and share your personal information when you use this “Visa Solution”, and any privacy choices you may have, please read the Global Visa Privacy Policy.

The Site allows the User to access, communicate or use features, products or applications belonging to third parties (the “**Third Party Features**”), which are subject to their own conditions of use, licenses, and personal data protection policies. Visa is not liable to Users regarding Users' use of Third Party Features.

For the use of the “Locate an ATM” functionality, the User acknowledges accepting the conditions of use of the Google Maps/Google Earth functionality, available [here](#).

7. CUSTOMER SUPPORT

7.1 If you have any questions regarding the access, registration and use of the Site, or the access to the Visa Card Benefits and/or Additional Benefits, please visit <https://my.visa.es/es/node/40>.

7.2 If you encounter difficulties when requesting the registration of your Visa Card or Cards in the Site, and/or when accessing the Visa Card Benefits and/or Additional Benefits, we thank you for contacting Customer Service at myVisaSupport@visa.com.

7.3 In the event of a malfunction of the Site or any disservice, the Client may send a complaint to the Visa to the following e-mail address: myVisaSupport@visa.com. Visa will respond to the complaint as soon as possible.

7.4 If you have any other questions regarding your Visa Card, please contact the customer service representative of the issuer. The Issuer's contact information may be on the back of the Visa Card or in the "My Cards" Tab section of the Site.

8. WARRANTIES AND LIABILITY

8.1 Commitments of Users

8.1.1 User declares to be informed that in order to access the Site, they must have Internet access, be subscribed to the access provider of their choice, the cost of which is at their expense. The User acknowledges being solely responsible for the equipment and access providers they use to access the Internet and the Site, which, like with any communication costs incurred by this use, remain their sole responsibility.

The User undertakes to take all necessary measures to ensure the security of their equipment and their own data, software or other, in particular against contamination by any virus and / or attempted intrusion of which he may be a victim.

8.1.2 The User is informed that they cannot use the Site if this is prohibited from receiving products, services or software from Visa or financial institutions under the applicable laws.

8.1.3 The User warrants that the personal information they provide is accurate, up-to-date and complete regarding their identity, contact details and any other information necessary to access the Site.

8.1.4 The User undertakes to create only one Account, to keep their Account strictly personal and to guarantee the confidentiality of their login credentials (email address and password). The User undertakes to inform, without delay, Visa of any breach of confidentiality or security of their credentials.

The User is responsible for all actions taken from their Account, unless these actions are the result of actions beyond their control, such as hacking. The User undertakes to contact Visa as soon as he becomes aware of an unauthorized use of their Account or any other actual or potential breach relating to the security of their Account.

Each User acknowledges and agrees to accept that Visa may refuse the creation of their Account, suspend access to their Account or delete their Account, at any time, without compensation, in the event of serious or repeated breach by the User of these General Terms and Conditions of Use, use the Site in an illicit or fraudulent manner, and in the event that the User does not comply with the conditions of access and creation of their Account provided for in Clause 4 (Conditions of access, registration and use of the Site), without prior notification in case of justified reason (e.g. suspected fraud, suspect of illicit or fraudulent use of the Benefit and/or the Site, the security reasons) and, in all other cases, after notifying the User by e-mail sent to User's e-mail address provided in User's personal information. In the latter cases, Visa will provide the User with 14 days to respond and provide objections (if any) before the refusal, suspension or deletion of the Account.

8.1.5 Each User undertakes to provide any additional information requested by Visa to verify the quality and accuracy of the information provided when creating their Account. In the absence of communication of this additional information, the User accepts and acknowledges that Visa will have the right to refuse the creation of their Account, suspend access to their Account or delete their Account and withdrawal from this Agreement, without prior notification in case of justified reason (e.g. suspected fraud, or illicit or fraudulent use of the Benefit and/or the Site,

the security reasons) and, in all other cases, after notifying the User by e-mail sent to User's e-mail address provided in User's personal information, and providing the User with 14 days to respond and provide objections.

8.2 Visa Warranties and Limitation of Liability

8.2.1 Visa Warranties

8.2.1.1 Visa undertakes to make its best efforts to provide an optimal access to the Site 24 hours a day, 7 days a week except in cases of force majeure or an event beyond its control, subject to updating and maintenance of the computer system (hardware and software) necessary for the operation or security of the Site.

8.2.1.2 When permitted by law, the use of the Site is under the full responsibility of the User. The Site is delivered "as is" and without guarantee of the availability and quality of the Site.

8.2.1.3 Visa undertakes to ensure that the Site has the technology necessary to date for its access and use but that the presence of any viruses or other harmful elements, introduced by any means and/or by a third party, that may produce alterations in the Users' computer systems cannot be excluded.

8.2.1.4 To the maximum extent permitted by law, Visa makes no warranty, express or implied, as to the access to and operation of the Site, including with respect to technical problems that may occur.

8.2.2 Visa's Liability

8.2.2.1 To the maximum extent permitted by law, Visa shall not be liable for any interruption of all or part of the Site, regardless of cause, duration or frequency. In particular, Visa shall not be liable for:

- a) interruptions, breakdowns, modifications and malfunctions of all or part of the Site, regardless of the communication medium used and whatever the cause, duration or frequency;
- b) the temporary impossibility of accessing the Site due to technical problems, whatever the cause, duration or frequency;
- c) direct or indirect damage caused to Users, whatever their nature, resulting from access, management, use, operation, malfunction and/or interruption of the Site;
- d) abnormal use or unlawful exploitation of the Site; and
- e) the attack or hacking and the deprivation, deletion or ban, temporary or permanent, of access to the Internet by the User, for any reason whatsoever.

8.2.2.2 Unless caused by fault on the part of Visa, Visa shall not be liable for any fraudulent use of the User's Account due to its failure to maintain the confidentiality of the User's login credentials.

8.2.2.3 Furthermore, Visa is the host of the Additional Benefits and, in such quality, is not responsible for their content, their description, their terms and conditions or any other related material included in the Site, which is the sole responsibility of the Issuers.

8.2.2.4 In any case, for both the Visa Card Benefits and the Additional Benefits, the offers or guarantees presented are proposed by the Providers (Visa's partner companies and, respectively, Issuer's provider companies). All transactions that may be made by the User on that occasion are carried out exclusively between the User and the Provider (and not Visa). Visa remains extraneous to the relationship between the User and the Provider that offers and provides the products and services related to the Benefits. Therefore, Visa is not responsible, in whole or in part, for any losses, expenses or costs incurred as a result of the actions of the Providers or third parties used

by Providers, their offerings or their products or services. Any complaint must be addressed directly to the relevant Provider. This article is without prejudice to the rights the consumer may have under the law.

8.2.2.5 To the maximum extent permitted by law, Visa shall only be liable for damages suffered by Users resulting from a breach of its obligations as defined by the General Terms and Condition of Use.

8.2.2.6 Visa cannot be held liable in the event that the non-performance of its obligations is attributable to (i) the fact of a third party, including one of its partner companies, even if foreseeable, or to (ii) the fault of a User, or to (iii) the occurrence of an event of force majeure as defined by the Spanish law, or (iv) any other event that was not reasonably under Visa's control.

9. INTELLECTUAL PROPERTY

9.1 The software used, the structure or content of the Site, and in particular, without this list being exhaustive, logos, trademarks, images, videos, photographs, text, graphic elements, software, or any other element in any format and of any nature whatsoever appearing on the Site (the "**Content**") are protected by copyright, trademark, patent, or other intellectual property rights and are the exclusive property of Visa, its partner companies, or the issuer's (the "**Right Holder**").

9.2 Any use of the Content not expressly authorized in writing by the Right Holder entails a violation of its intellectual property rights that may constitute an infringement and may also result in a violation of the right to the image, the right of persons or any other right and regulation in force. The criminal and/or civil liability of the User could be engaged.

9.3 It is therefore forbidden to copy, modify, reproduce, distribute, publish, integrate on any medium whatsoever, adapt, assign, license, give warranty, transmit in any other way in any form whatsoever, partially and totally, the Content, or to reverse engineer or use any other method to try to access the source codes and / or protocols of the Site, without the express prior written authorization of the Right Holder.

10. HYPERTEXT LINKS

10.1 The Site may present hypertext links to other third-party sites independent of the Site. Visa is not responsible for the accuracy, integrity or reliability of the content of such third-party sites, or the products or services offered or sold through such third-party sites. In addition, the existence of a link on the Site to a third-party site does not imply validation of that site or its content by Visa.

10.2 The User's connection to these third-party sites and their use are their sole responsibility.

11. APPLICABLE LAW AND JURISDICTION

The General Terms and Conditions of Use are subject to Spanish law and to Spanish competent consumers courts' jurisdiction.