

Mastercard EMV 3DS Testing Facility Terms of Use

Thank you for accessing Mastercard's EMV 3DS testing facility, together with other associated services (the "**Testing Facility**"). The terms set forth below ("**Terms**") are a legal agreement between you ("**you**" or "**your**") and Mastercard ("**Mastercard**," "**we**," "**us**," or "**our**") governing your access to and use of the Testing Facility. By accessing or using the Testing Facility, you accept and agree to be bound by Terms. PLEASE READ THESE TERMS CAREFULLY BEFORE CARRYING OUT ANY TESTING ACTIVITIES ON YOUR CARD ACCOUNTS.

Mastercard is making the Testing Facility available to you through its third-party supplier, **SIBS**. These Terms were last updated on December 7, 2022 and replace and supersede all prior versions in their entirety (including any prior understanding or agreement between you and us related to your use of the Testing Facility).

1. **Account.** You must (a) create a user account and profile to obtain and use the Testing Facility, and (b) maintain as current your account profile. You are solely responsible for all activity that occurs via your account even if that activity is not by you or without your knowledge or consent. Please notify us immediately if you become aware of any unauthorized use of your account. You may not share your account, except with an authorized account administrator at your organization.
2. **Access Data.** You agree that we may collect usage data associated with your account to maintain the security, monitor performance, and improve service of the Testing Facility.
3. **License Grant.** We grant you a nonexclusive, nontransferable, revocable, and limited license to use the Testing Facility to carry out testing on your card accounts in accordance with the EMV 3DS v2.2. specifications (the "**Purpose**").
4. **Ownership.** The Testing Facility are our and our suppliers' intellectual property and are protected by intellectual property law. We and our Supplier retain title to and ownership of the Testing Facility. We reserve all rights not expressly granted to you in these Terms.
5. **Feedback.** You may (but will be under no obligation to) provide Feedback to us related to the Testing Facility or any activities in furtherance of the Purpose. We may use, implement, and exploit all Feedback in any manner without restriction and without any obligation to you. Feedback is deemed Confidential Information of and proprietary to us. As used in these Terms, "**Feedback**" means ideas, concepts, comments or other feedback provided by you and related to or arising out of your use of the Testing Facility.
6. **Restrictions.** You may not (a) modify, port, adapt, or translate any portion of the Testing Facility, or (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the code or any portion of the Testing Facility. You agree not to degrade, adversely affect, or otherwise negatively interfere with the features or functionality of the Testing Facility. We reserve the right to condition your use of the Testing Facility if we believe that such use may impact the performance or availability of the Testing Facility.
7. **Complete Service.** You agree that your license under these Terms is neither contingent on the delivery of any future feature or functionality nor dependent on any oral or written comments by us regarding any future feature or functionality of the Testing Platform.

8. Updates and Modifications. We may modify or update the Testing Facility at any time without penalty or liability. Your continued access to or use of the Testing Facility will constitute acceptance of any such modification or update.
9. Suspension. We may suspend your access to the Testing Platform at any time, without penalty or liability, upon written notice if you (a) breach any material provision of these Terms, (b) act in a manner that damages or otherwise interferes with the Testing Platform or our ability to provide the Testing Platform to other users, and (c) fail to comply with applicable laws or Mastercard testing requirements.
10. Confidentiality. You agree to hold in confidence and not disclose to any other party (except your employees and authorized representatives with a need-to-know and bound by confidentiality obligations at least as restrictive as the confidentiality provisions of these Terms) any non-public information disclosed to you by us in connection with the Purpose (“**Confidential Information**”). You are responsible for any breach of this Section 10 by any of your representatives. You agree to treat Confidential Information with the same degree of care as you treat your own confidential, non-public materials but in no event with less than reasonable care. Promptly upon our request, you will stop use of and return to us or destroy all tangible Confidential Information, together with any copies, except as otherwise required by law. You may disclose Confidential Information (a) as approved in a writing signed by us, or (b) as necessary to respond to a valid order by a court or other governmental body of competent jurisdiction, *provided that* you provide us with prior written notice of your intention to make such disclosure and such notice affords us a reasonable opportunity to seek an appropriate protective order or other a remedy. If we are not successful in obtaining a protective order or other appropriate remedy and you are compelled to disclose Confidential Information, you may make such disclosure without liability only to the extent necessary to comply with the issued order. Any information disclosed by you pursuant to immediately preceding clause will remain Confidential Information for all other purposes.
11. Testing Data. You agree that: (a) we have no obligation to maintain test data on our servers and will periodically purge such data from our systems; (b) only simulated, test data may be submitted or uploaded to us using the Testing Facility, (c) load testing the Testing Facility is not permitted; (d) you will be responsible for properly formatting test data in accordance with Mastercard technical specifications.
12. Privacy and Data Protection; Security. We and you must ensure compliance with applicable state or national data protection laws when performing testing services in accordance with these Terms. We will process data submitted to the Testing Facility in accordance with the then current Mastercard Global Privacy Notice available at [Global Data Privacy Notice | Mastercard](#). You remain solely responsible for the security of data residing on any server(s) owned or operated by you or your third-party providers. You agree to develop, implement, and maintain a comprehensive written information security program (based on industry standards) to ensure the safeguarding of any data provided to us in connection with the Purpose. You will regular test and monitor the effectiveness of your information safeguards and otherwise comply with Mastercard information security policies applicable to the Purpose.

13. Disclaimer of Warranties. WE PROVIDE THE TESTING FACILITY TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS KNOWN AND UNKNOWN. YOU MAY USE AND ACCESS THE TESTING FACILITY AT YOUR DISCRETION AND RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TESTING FACILITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO COMMITMENTS ABOUT THE PERFORMANCE OF THE TESTING FACILITY AND FURTHER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT THE TESTING FACILITY WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, OR ERROR FREE.
14. Indemnification. You agree to indemnify, defend, and hold us and our affiliates, agents, employees, and licensors harmless from any claim, demand, loss, or damage (including reasonable attorneys’ fees) arising out of related to (a) any breach of these Terms by you, or (b) your use of the Testing Platform. We have the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing, and you will cooperate with us in the defense of any such claim, action, or matter.
15. Limitation of Liability. WE ARE NOT LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MORAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, REGARDLESS OF CAUSE, INCLUDING LOSSES AND DAMAGES (A) RESULTING FROM LOSS OF USE, DATA, REPUTATION, REVENUE, OR PROFITS; (B) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS; OR (C) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE TESTING FACILITY. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THESE TERMS IS LIMITED TO ONE HUNDRED US DOLLARS.
16. Termination.
 - 16.1 By You. You may terminate your use of the Testing Platform at any time. Termination does not relieve you of any obligation existing prior to termination.
 - 16.2 By Us. We may terminate your rights under these Terms, deny your access to or use of the Testing Platform, or revoke your account at any time and for any reason. Your rights under these Terms will terminate upon the earlier of (i) the end of the testing period, or (ii) written notice from us.
 - 16.3 Effect of Termination. Upon termination, you must immediately stop accessing the Testing Platform and cease using and return to us or destroy all Confidential Information in your possession.
 - 16.4 Survival. All provisions that by their nature should survive termination of these Terms will survive such termination. In addition, without limiting the generality of the preceding clause, Sections 4 (Ownership), 5 (Feedback), 6 (Restrictions), 10 (Confidentiality), 12 (Privacy and Data Protection; Security), 13 (Disclaimer of Warranties), 14 (Indemnification), 15 (Limitation of Liability), 16.3 (Effect of Termination), and 17 (Miscellaneous) will survive termination of these Terms.

17. Miscellaneous.

17.1 Equitable Relief. Breach of Sections 3 (License Grant), 10 (Confidentiality), or 12 (Privacy and Data Protection; Security) may cause immediate and irreparable harm for which money damages may not constitute an adequate remedy. We may therefore seek injunctive or other equitable relief for any such breach, in addition to our remedies at law, without proof of actual damages.

17.2 Notices. All notices required under these Terms must be in writing and will be deemed to be given when (a) when actually received, if delivered personally; (b) two business days after the date deposited with the postal service, if sent by certified or registered mail; or (c) four business days after the date delivered to reputable international next-day courier service. Notices from you to us must be delivered to 2000 Purchase Street, Purchase, NY 10577 and addressed to the attention of the Assistant General Counsel – Cyber & Intelligence Solutions. Notices from us to you will be delivered to you at the address set forth in your access request form submitted to us. You may revise your contact information by notifying us in writing in accordance with this Section 17.2.

17.3 Assignment. You may not assign or transfer these Terms (in whole or in part) or your rights and obligations under these Terms without our prior written consent. Any assignment or purported assignment in violation of this Section 17.3 will be null and void.

17.4 No Third Party Beneficiaries. No person other than you will be entitled to exercise any right or enforce any obligation against us under these Terms.

17.5 Severability. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, the remainder of these Terms will continue in full force and effect.

17.6 No Waiver. Our failure to enforce or exercise any right or remedy provided by these Terms or applicable law will not constitute a waiver of such right or remedy.

17.7 Remedies. Any termination of these Terms and the exercise available to us will be cumulative with and not to the exclusion of any other rights or remedies available to us.

17.8 Entire Agreement. These Terms constitute the full and complete understanding and agreement between you and us relating to your access to and use of the Testing Facility.

17.9 Headings. Section headings are used for convenience of reference only and will not affect the meaning of any provision of these Terms.

17.10 Governing Law; Submission to Jurisdiction. These Terms will be construed, interpreted, and performed exclusively according to the laws of the State of New York, United States of America, without giving effect to any principles of conflict of laws that would mandate or permit application of the substantive law of any other jurisdiction. Any action at law or in equity arising out of or relating to these Terms may be instituted only in the Federal or state courts of competent jurisdiction located in New York County, New York. You consent and submit to the personal jurisdiction of such courts for the purposes of any action related to these Terms and to extra-territorial service of process. **YOU WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATED TO THESE TERMS.**

17.11 Force Majeure. We will not be in default or otherwise liable for any delay in or failure to perform obligations under these Terms if such delay or failure arises by any reason beyond our reasonable control, including any act of God, the elements, pandemic,

failure or delay in communication networks, the internet or third person browser, security or messaging software. We will promptly inform you and consult with you as to any of the above causes which in our judgment may be the cause of a delay in the performance of our obligations under these Terms.