

Masterpass Terms of Use

Valid from: September 18, 2020

1. Introduction

Masterpass™ by Mastercard is a digital wallet service (“**Masterpass**”) offered by Mastercard Europe SA (including its subsidiaries and affiliates, “**Mastercard**”) that electronically stores your selected account data, payment, shipping and loyalty program information in one convenient place (a “**Masterpass Wallet**”) and transmits that information at your request (including via any mobile device application released by Masterpass (“**Mobile App**”)) to participating merchants or online payment providers that display the Masterpass checkout button (the “**Masterpass Checkout Button**”) on their website, mobile site, smart device application, or in-person contactless payment terminal (each, a “**Masterpass Merchant**”).

These Terms of Use (“**TOU**”) and the Masterpass Privacy Notice (“**Privacy Notice**”) and, together with these TOU, these “**Terms**”) are a legal agreement between you and Mastercard. BY REGISTERING FOR A MASTERPASS WALLET, WHICH INCLUDES CLICKING TO ACCEPT THESE TERMS, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS IN THESE TERMS, AND ALL OTHER RULES, POLICIES AND PROCEDURES RELATING TO MASTERPASS THAT MASTERCARD MAY PROVIDE YOU FROM TIME TO TIME (AS DESCRIBED IN THESE TERMS). YOU ALSO AGREE TO COMPLY WITH THE TERMS, CONDITIONS AND PROVISIONS OF THE ISSUER(S) OF YOUR CARD(S) (AS DEFINED BELOW).

“You” (and all of its derivations) means you individually and any person acting as your agent, under your authority, or with your permission, and if you are accepting these Terms on behalf of a company or other legal entity, that legal entity. You represent and warrant that you are: (i)) legally permitted to be the holder of a payment card in Poland, (ii) capable of entering into a legally binding agreement, and (iii) a legal resident of one of the countries where Masterpass is accepted. If you are entering into these Terms on behalf of a company or other legal entity, you further represent and warrant that: (x) you have the authority to bind the legal entity, (y) such legal entity is authorized to conduct business in the jurisdiction(s) in which you operate, and (z) all employees, officers, agents, and other representatives of the legal entity who use your Masterpass Wallet are duly authorized to access it and to engage in transactions using your Masterpass Wallet. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT REGISTER FOR A MASTERPASS WALLET OR USE MASTERPASS.

2. Setting Up Your Masterpass Wallet

You may register for a Masterpass Wallet by providing Mastercard with the information set forth on the Masterpass Wallet registration pages, i.e. name, surname, valid email address and mobile phone number and password. You may then store payment information (card number and expiration date), billing information and other information for your credit, debit, and reloadable prepaid cards (“**Cards**”), rewards cards (“**Rewards Numbers**”) supported by Masterpass (as indicated on the registration pages), and your preferred shipping information. All of the information for your Cards, Rewards Numbers, and shipping information are collectively referred to in these Terms as your “**Payment Information**.”

3. Protecting and Updating Your Account Information

- (a) Passwords. You are responsible for keeping your Masterpass Wallet password secure and for all activities that occur through or by usage of your Masterpass Wallet, including the activities of others (whether or not the activities are authorized). You must immediately notify Mastercard of unauthorized access to or use of your Masterpass Wallet. Mastercard reserves the right to require you to change any of your passwords if Mastercard believes they are no longer secure. Neither Mastercard nor its agents will be liable for any loss or damages of any kind that may arise as a result of the unauthorized access to or use of your Masterpass Wallet or any Payment Information (with or without your knowledge), except if caused by Mastercard's gross negligence or willful misconduct or to the extent the foregoing limitation is prohibited under applicable law.
- (b) Maintaining Up-to-Date Information. You are solely responsible for maintaining up-to-date and accurate information pertaining to your Masterpass Wallet, including all Payment Information. Mastercard has no responsibility for the authenticity, validity, accuracy, or completeness of the Payment Information Mastercard transmits on your behalf. If your card details change, the issuer of your card may provide us with the updated card details. We reserve the right to use these updated details in order to help prevent any interruption to the delivery of service.

4. Using Your Masterpass Wallet

- (a) Generally. When you click the "Finish Shopping" (or similar) button on the Masterpass site or on the site of another Masterpass-connected wallet, Mastercard will transmit your selected Payment Information to the Masterpass Merchant. After the Masterpass Merchant receives your Payment Information, it will submit the transaction for processing.
- (b) Connecting with Masterpass. Masterpass may provide you the opportunity to connect your Masterpass Wallet to certain merchants you select to allow for a faster checkout via two methods. You will be provided one option during check-out on a Masterpass Merchant website or application. After you have reviewed and confirmed your order details during checkout, a screen will appear providing you the option to connect your Masterpass wallet with the Masterpass Merchant. The second option to connect is by clicking on the "Connect with Masterpass" button on a Masterpass Merchant website or application. You will then have the opportunity to approve connecting your chosen Masterpass Wallet to a specific Masterpass Merchant. Once your wallet is connected to a Masterpass Merchant, by clicking the "Buy with Masterpass" button on that merchant's website or application, you will see your relevant Payment Information and only need to authenticate with (or in) Masterpass Wallet to complete the transaction.
- (c) Express Checkout. Certain Masterpass Merchants will provide you the option of an "Express Checkout" which allows you to check out without logging into your Masterpass Wallet if you are logged into the Masterpass Merchant's website. If a Masterpass Merchant provides Express Checkout, you will be notified during the process of connecting your wallet and will have the opportunity to allow or decline connecting your Masterpass Wallet for Express Checkout. If you enable Express Checkout at a Masterpass Merchant and are logged into that Merchant's website or application, you can complete your transaction by clicking the "Buy with Masterpass" button during checkout. As an element of login, a Masterpass Merchant may employ a device fingerprinting technology. You may disconnect your wallet from any Masterpass Merchant at any time in the account settings of your Masterpass Wallet.
- (d) Transaction is with Masterpass Merchant. Each transaction that you make using your Masterpass Wallet is a contractual relationship directly between you and the Masterpass Merchant, and the Masterpass Merchant's terms and conditions will govern all aspects of that transaction. Mastercard is not involved in processing your transaction and has no liability to you or the Masterpass Merchant with respect to the transaction, unless caused by MasterCard's fault.

5. Use of Your Payment Information

- (a) *Your Responsibilities.* You are solely responsible for ensuring your use of Masterpass complies with the terms and conditions that govern your Cards and Rewards Numbers that you store in and use through your Masterpass Wallet. You are also responsible for all charges or debits to your Cards or Rewards Numbers that result from transactions made using your Payment Information transmitted by Masterpass, and any fees that the issuers of your Cards or Rewards Numbers may charge in connection with the transactions. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Payment Information transmitted by Masterpass and you will comply with any and all applicable tax laws in connection with these transactions.
- (b) *Mastercard is not a Card Issuer.* Mastercard is not a bank or a money services business as defined by Polish law and does not offer those services. Mastercard does not issue Cards or Rewards Numbers of any kind. Any and all questions or issues regarding any of your Cards or Rewards Numbers should be directed to the bank or financial institution that issued your Card, or the party offering the Rewards Numbers, as applicable, and not to Mastercard. **MASTERCARD MAKES NO REPRESENTATIONS THAT YOUR CARDS OR REWARDS NUMBERS ARE VALID OR IN GOOD STANDING OR THAT THE PARTIES WHO ISSUED YOUR CARDS OR REWARDS NUMBERS WILL APPROVE OR HONOR YOUR REQUESTED TRANSACTIONS.**

6. Resolution of Transaction Issues

If you have any concerns with respect to any transaction made using Masterpass, you must contact the merchant with which you entered into that transaction. You may also have certain rights and protections under your agreement with the bank or financial institution that issued your Card or under applicable law with respect to the charges for transactions made to your registered Cards. Consult your agreement with your Card issuer for details and applicable laws.

7. Grant of License

- (a) *Masterpass License.* So long as you comply with these Terms, Mastercard grants you a limited, nonexclusive, as-is, revocable, nontransferable license, without right of sublicense, to use Masterpass solely for the purpose of storing and transmitting your Payment Information to Masterpass Merchants.
- (b) *Mobile App License.* So long as you comply with these Terms, Mastercard grants you a limited, non-exclusive, non-transferable, non-sublicenseable, revocable license to the Mobile App downloaded directly from the Masterpass site or from a legitimate marketplace (such as the Apple Store or Google Play), solely in object code format, for your personal use for lawful purposes, on a single compatible mobile device you own or control, and to access and use your Masterpass Wallet in accordance with these Terms. You may not reproduce, distribute, publicly display, or publicly perform the Mobile App. You may not use the Mobile App for any purpose other than a purpose for which the Mobile App is expressly designed. The term Mobile App, as used in these Terms, includes any update or modification to the Mobile App made available to you by Mastercard (unless provided with separate terms).
- (c) *Prohibited Conduct.* You must not use Masterpass for any other purpose and must not:
 - (i) decompile, reverse engineer, or otherwise access or attempt to access the source code for the Mobile App or otherwise relating to Masterpass, or make or attempt to make any modification to the Mobile App or Masterpass (except to the extent permitted by the Polish Copyright Law);

- (ii) gain access to or use Mastercard's services or systems, or Masterpass other than as permitted under these Terms, or damage, disrupt, or impede the operation of Mastercard's services or systems;
 - (iii) use Masterpass in connection with any fraudulent or illegal conduct, transaction, or business, as determined by Mastercard in its sole discretion;
 - (iv) register for a Masterpass Wallet by automated means or under false or fraudulent pretenses;
 - (v) interfere with, circumvent, or modify any security mechanism used by or on behalf of Mastercard, including in the Mobile App;
 - (vi) use or launch any automated system, including "robots," "spiders," or "offline readers," to access Masterpass';
 - (vii) act as a payment intermediary, aggregator, or service bureau yourself or on behalf of any third party, including handling, processing, or transmitting funds for any third party;
 - (viii) rent, lease, loan, trade, sell, re-sell, or otherwise charge any party for access to Masterpass;
 - (ix) transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature; or
 - (x) attempt to do any of the foregoing acts, or assist or permit any person in engaging in any of the foregoing acts.
- (d) Compliance with Law. You must comply with all applicable international, EU, and local laws, relating to your use of Masterpass. Mastercard may accept or reject your request to register a Masterpass Wallet and may disable or otherwise suspend access to your Masterpass Wallet or to any Payment Information within your Masterpass Wallet in case of fraud or illegal conduct (termination for breach), giving you 14 days notice, unless the termination is related to case of breach where at least 1 day notice will be given.

8. Text Messages, Location Based Information, and Use of Mobile Applications

- (a) Text Messages. If you have a mobile carrier that supports Masterpass text messages, when you register for a Masterpass Wallet, you may elect to receive various notices in the form of text messages sent to your mobile phone. Your standard messaging, airtime, and data rates will apply. The number of messages you will receive each month will vary according to the number of transactions you make and the preferences you select during the registration process. You may change your preferences at any time by logging in to your Masterpass Wallet and editing your preferences in your account settings.
- (b) Messages May be Delayed. If your mobile phone is off, out of range, or subject to a variety of other conditions, you may not receive all messages or messages may be delayed. Cellular and other wireless transmission services and networks are inherently insecure and subject to service disruptions, weak or dropped signals, and other failures over which Mastercard has no control. **MASTERCARD ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY DELAYS OR FAILURE TO RECEIVE TEXT MESSAGES OR OTHER MOBILE-BASED INFORMATION OR ANY SECURITY BREACHES RELATED TO ANY OF THE FOREGOING UNLESS CAUSED BY MASTERCARD'S FAULT.**

- (c) *Carrier Fees.* You are responsible for any fees and penalties charged by your telecommunications provider or any other third party in connection with your use of Masterpass on your mobile device.

9. Modifications to Masterpass

- (a) *Fees and Charges.* While Mastercard currently makes Masterpass available free of charge, Mastercard may in the future charge for Masterpass (or any additional features or functionality) and will notify you in advance of such future charges to the extent required under applicable laws. Mastercard may also discontinue, modify, or change Masterpass, or Mastercard's services and systems at any time and will notify you in advance (at least 30 days) of such discontinuance, modification, or change to the extent required under applicable laws. These changes may require you to update your Payment Information or other information related to your Masterpass Wallet in order to continue using Masterpass. In case of modification or change, you are free to terminate the use of Masterpass.
- (b) *Modifications to these Terms.* Mastercard may, at any time and from time-to-time, change the terms of these Terms or provide other disclosures or notices regarding Masterpass by delivering them to you through Masterpass or emailing them to you at the email address associated with your Masterpass Wallet. If you do not accept those revisions to these Terms or other disclosures or notices regarding Masterpass, you have the right to terminate your account anytime within next 30 days. Your continued use of Masterpass after 30 days from the notice such effective date will constitute your acceptance of the revisions that apply to that service.

10. Feedback

From time to time, Mastercard may ask you for (or you may independently provide Mastercard with) your feedback, suggestions, comments, or ideas (collectively "**Feedback**") on Masterpass or other Mastercard products or services but you are not required to provide us with any Feedback. You agree that Mastercard may use and exploit all Feedback you provide for any purpose without obligation of any kind and without any obligation of confidentiality (without using your personal data), attribution, accounting, compensation, or other duty to account to you for the indefinite period of time, worldwide and without any fee.

11. Ownership and Rights

As between you and Mastercard, Mastercard owns and retains all right, title, and interest, including all intellectual property rights, in and to (a) Masterpass, including the Masterpass Wallet; (b) the Mobile App; and (c) Mastercard's systems and services (collectively, "**Mastercard Property**"). Mastercard, its licensors, or third party partners own and retain all right, title, and interest in all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of Mastercard or its licensors or third party partners used in connection with Masterpass, including "Masterpass," "Masterpass Wallet," "Masterpass-connected Wallets," "Masterpass Online," the Masterpass Checkout Button logo, and "Masterpass Checkout Services" ("**Trademarks**"). You have no right to use any Trademark in any manner without the advance written permission of the owner of that Trademark. Mastercard reserves all rights in the Mastercard Property and Trademarks not expressly granted to you in these Terms.

12. Products and Services Offered by Masterpass Merchants

Each purchase through Masterpass of a product or service offered by a Masterpass Merchant is subject to the Masterpass Merchant's specific terms and conditions, which are set forth in the full description of the product or service and is a contractual relationship directly between you and the

Masterpass Merchant. The inclusion of a Masterpass Merchant's products or services in any product, service, or technology that allows or requires you to checkout with your Masterpass Wallet does not constitute any approval, endorsement, or warranty by Mastercard of the products or services or of the Masterpass Merchant offering them.

13. Third Party Sites

Masterpass may contain third party content and links to third party sites or popups served by or on behalf of third parties that are independent of Masterpass and not owned or controlled by Mastercard ("**Third Party Sites**"). Links to Third Party Sites are included, and popups served by or on behalf of third parties are facilitated, solely for the convenience of users and do not constitute any approval, endorsement, or warranty by Mastercard. Moreover, unless caused by Mastercard's fault, Mastercard is not responsible for the content, security, operation, or use of any Third Party Sites or the products or services that may be offered or obtained through them or for the accuracy, completeness, or reliability of any information obtained from a Third Party Site. When you click on a link to or in a popup of a Third Party Site, you will leave the services controlled by Mastercard. Any personal information you submit after you leave Masterpass will not be collected or controlled by Mastercard. It will be subject to the privacy notice or terms of use applicable to the Third Party Site. It is your responsibility to review those policies before submitted your information to the Third Party Site and you provide your information at your own risk.

14. Privacy

Mastercard recognizes the importance of respecting your privacy. The Privacy Notice provides a description of how Mastercard collects, uses, shares, and protects your personal information related to Masterpass, as well as the choices and access rights you have in regard to your personal information.

15. Your Representations

You represent and covenant that (a) the information you provide to Mastercard in connection with your registration for a Masterpass Wallet is true and correct and you will keep it accurate and up-to-date at all times; and (b) you will comply with these Terms and all applicable state and international laws in connection with your use of Masterpass.

16. Disclaimer of Warranties

- (a) *General Disclaimer.* MASTERPASS IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. MASTERCARD DOES NOT WARRANT THAT THE INFORMATION CONTAINED ON ANY THIRD PARTY SITE WILL BE ACCURATE OR COMPLETE, ANY THIRD PARTY SITE WILL BE ERROR FREE, UNINTERRUPTED, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS, OR OTHER MALICIOUS CODE, OR WILL FUNCTION TO MEET YOUR REQUIREMENTS. MASTERCARD DOES NOT WARRANT THAT MASTERPASS WILL WORK ON YOUR HARDWARE, WITH YOUR OPERATING SYSTEMS, OR WITH ANY OTHER SOFTWARE INSTALLED ON YOUR COMPUTERS OR MOBILE DEVICES. UNLESS CAUSED BY MASTERCARDS' FAULT, YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF MASTERPASS. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE WHETHER MASTERPASS IS SUITABLE AND ADEQUATE FOR YOUR NEEDS.

Please note also that any Merchant may run its own Masterpass websites. Mastercard is not responsible for such third parties' websites.

- (b) *Disclaimer Regarding Transactions.* YOU SPECIFICALLY ACKNOWLEDGE THAT MASTERCARD DOES NOT HAVE ANY CONTROL OVER YOUR TRANSACTIONS USING PAYMENT INFORMATION TRANSMITTED BY MASTERPASS ON YOUR BEHALF, AND MASTERCARD CANNOT ENSURE THAT ALL TRANSACTIONS WILL BE COMPLETED OR THAT THE PERSON WHO HAS ISSUED YOUR CARD OR REWARDS NUMBER, AS APPLICABLE, WILL AUTHORIZE THE TRANSACTIONS THAT YOU INITIATE.

17. Limitation of Liability

- (a) *Limitation.* REGARDLESS OF WHETHER ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, THE INDEMNIFIED PARTIES ARE NOT AND WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING ANY PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA, OR LOSS OF PROFITS, WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS) ARISING OUT OF OR IN CONNECTION WITH (A) THESE TERMS; (B) MASTERPASS, INCLUDING YOUR USE OF MASTERPASS IN COMBINATION WITH ANY THIRD PARTY APPLICATION; (C) ANY INTERRUPTION IN SERVICE RELATED TO MASTERPASS; (D) ANY CARD, REWARDS NUMBER, OR THIRD PARTY SITE; (E) ANY PRODUCT OR SERVICE OBTAINED THROUGH A TRANSACTION EXECUTED USING PAYMENT INFORMATION TRANSMITTED BY MASTERPASS; (F) THE ACTIONS OR INACTIONS OF ANY MASTERPASS MERCHANT; (G) YOUR USE OF YOUR MOBILE DEVICE, INCLUDING ANY LACK OF ATTENTION TO YOUR SURROUNDINGS RESULTING FROM SUCH USE; OR (H) THE UNAUTHORIZED ACCESS BY ANY PARTY TO MASTERCARD'S SERVICES AND SYSTEMS, INCLUDING PERSONAL DATA, EVEN IF ANY OF THE INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF YOUR USE OF MASTERPASS, YOUR MOBILE DEVICE OR THESE TERMS. WITHOUT LIMITATING THE FOREGOING, MASTERCARD IS NOT RESPONSIBLE FOR ANY ERRORS IN ANY REWARDS NUMBER DETAILS, DESCRIPTIONS OF PRODUCTS OR SERVICES OFFERED BY MASTERPASS MERCHANTS OR ANY MOBILE CARRIER FEES OR PENALTIES OR CARD ACCOUNT FEES OR PENALTIES THAT YOU INCUR AS A RESULT OF YOUR USE OF MASTERPASS, INCLUDING ANY FEES AND PENALTIES THAT MAY RESULT FROM TRANSACTION REVERSALS.
- (b) *Cap on Liability.* NOTWITHSTANDING THE FOREGOING, THE INDEMNIFIED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED ONE HUNDRED DOLLARS (US \$100).
- (c) *Essential Element.* THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY EXCEPT TO THE EXTENT EXPRESSLY PRECLUDED BY APPLICABLE LAW. IN THOSE JURISDICTIONS, ALL OR A PORTION OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU AND THE SCOPE AND DURATION OF THE INDEMNIFIED PARTIES' WARRANTIES AND THE EXTENT OF THEIR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.
- (d) *Consumer in Poland* If you are a consumer in Poland, the above clauses a)-c) do not apply to you.

18. Termination

- (a) *Term and Termination.* These Terms will be effective until terminated as provided in this Section 18. Mastercard may suspend or terminate your use of Masterpass, your access to your Masterpass Wallet, or your access or use of any Payment Information in your Masterpass Wallet, in the event (i) your contact information is not up-to-date or you do not respond to communications directed to you; (ii) the information you have provided to obtain your Masterpass Wallet is false, inaccurate, not current, or incomplete; (iii) you are engaged in illegal activity; (iv) you have breached any of these Terms; or (v) your Masterpass Wallet has been inactive for more than thirteen (13) months. Mastercard will give you at least 14 day notice, except for (iii) where it can terminate with 1 day notice. You may terminate these Terms with respect to Masterpass or for any reason or no reason at all, at your convenience, by ceasing all use of Masterpass and the Mobile App.
- (b) *Effect of Termination.* Upon termination of these Terms for any reason, the rights and licenses granted to you with respect to Masterpass will immediately terminate and you will have to immediately cease all use of Masterpass. The terms, conditions, and warranties contained in these Terms that by their nature and context are intended to survive the termination of these Terms will survive, including Section 5 (Use of Your Payment Information), Section 6 (Resolution of Transaction Issues), Section 10 (Feedback), Section 11 (Ownership and Rights), Section 13 (Third Party Sites), Section 14 (Privacy), Section 15 (Your Representations), Section **Error! Reference source not found.** (Indemnification), Section 16 (Disclaimer of Warranties), Section 17 (Limitation of Liability), Section 18 (Termination), Section 19 (U.S. Government Restrictions), Section 25 (Governing Law), Section **Error! Reference source not found.** (Dispute Resolution and Arbitration), and Section 28 (Assignment). Unless caused by Mastercard's fault, Mastercard will have no liability to you for any damages, loss of profits or other claims arising from the termination or suspension of your access to Masterpass.

19. U.S. Government Restrictions

With respect to use of Masterpass by or on behalf of the United States federal government, the technical data and software rights related to Masterpass provided by Mastercard include only those rights and licenses provided pursuant to these Terms and are provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202 (Commercial Computer Software or Computer Software Documentation).

20. Customer Support

Please go to the “Support” section on the Masterpass site if you have any questions or difficulties using Masterpass.

21. Notifications

Unless provided otherwise by Mastercard in connection with Masterpass, all notices required from you under these Terms must be sent the addresses specified by Mastercard from time-to-time, in its sole discretion. You consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

22. Entire Agreement

These Terms constitute the entire agreement between you and Mastercard with regard to their subject matter.

23. Relationship of the Parties

These Terms do not create and must not be construed as creating a joint venture, co-ownership, partnership, or agency relationship between you and Mastercard.

24. Mastercard Third Party Beneficiaries

You acknowledge and agree that each affiliate and subsidiary of Mastercard is a third party beneficiary to these Terms and that Mastercard's affiliates and subsidiaries are entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or provides rights in favor of) them. No other person or company is a third party beneficiary to these Terms.

25. Governing Law

These Terms are governed by the laws of Poland. Nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

26. Waiver; Invalidity

Mastercard's failure or delay to exercise or enforce any right or provision of these Terms or any rights under applicable law will not constitute a waiver of any of those provisions or rights. If any provision of these Terms is found by a an arbitrator or a court of competent jurisdiction to be invalid, the parties agree that the arbitrator or court will endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

27. Interpretation

The section headings in these Terms are for convenience only and have no legal or contractual effect. For purposes of these Terms, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation;"; (b) the words "such as", "for example" "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; and (d) the singular includes the plural and the plural includes the singular. No ambiguity will be construed against any party based on a claim that the party drafted the language.

28. Assignment

You may not assign or transfer your rights or obligations under these Terms. Any purported transfer or assignment in violation of the foregoing will be invalid.

29. Force Majeure

Mastercard will not be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond its reasonable control, including without limitation, telecommunications, power or utility failures.