



Visa A2A Rules

February 2026 – Public
Visa Confidential



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Introduction

The Visa A2A Rules

Introduction to the Visa A2A Rules

The Visa A2A Rules support Participants in providing Payers and Beneficiaries with Visa A2A Payments.

The terms used in the Visa A2A Rules are distinct to rules applicable to Card Transactions. For Account-to-Account Payments a consumer will agree to make a Payment which is a transfer of funds from the consumer account to a recipient account.

For these Visa A2A Rules, the consumer is referred to as a "Payer" and the merchant, providing goods and/or services, as a "Beneficiary" (as further defined in the Glossary).

One of the principal use cases for Account-to-Account Payments is Variable Recurring Payments where the consumer has given permission to the merchant to take these scheduled Payments in line with a set of pre-defined parameters. The permission is referred to as a 'Mandate'.

Visa A2A also supports one-off, electronic Payments. These can be considered standard Payment activity where a consumer visits a merchant website and decides to make a single purchase of one or more items. The purchase is in line with the pre-defined parameters of the Mandate, but the goods or services provided are unique and not part of a recurring schedule.

Writing Conventions

The following conventions apply to the Visa A2A Rules:

- "Visa" refers to any Visa region, office, management, or committee;
- If the singular is used, it means the plural, and the plural means the singular. For example: "A Participant must..." also means that "All Participants must...";
- Capitalized words have a meaning defined in the Glossary, except for the names of some Visa products or services, which are capitalized but not defined;
- Defined terms are often combined; and
- The terms "include" and "including" are meant to be illustrative and not exclusive, and will be deemed to mean "include without limitation" or "including without limitation".

Changes to the Visa A2A Rules

Visa may amend, modify, delete or otherwise change the Visa A2A Rules at any time. Changes to the Visa A2A Rules are communicated and identified as part of the “Summary of Changes” for each edition.

Unless an effective date is specified in the text for a change to the Visa A2A Rules, all changes are effective on the publication date.

Contact Information

A Participant may send comments, suggestions, or questions about Visa A2A via email to . The email should include the Participant’s Business ID and telephone number.



1 General

1.1 Governance

1.1.1 Applicability of Rules

All Participants in Visa A2A and their Payers, Beneficiaries and Third-Party Agents are subject to and bound by the Visa A2A Rules.

Any use of or participation in any Visa services or products not covered in the Visa A2A Rules will be governed by the *Visa Core Rules* and *Visa Product and Services Rules* and/or applicable agreements and associated documentation.

1.1.2 Compliance with Laws and Regulations

Each Participant must comply with all applicable laws (including Applicable Data Protection Laws), regulations, and other legal requirements including, laws and regulations regarding banking, financial institutions, payment systems, foreign currency exchange, money transmission, anti-money laundering, anti-terrorist financing, sanctions (such as those administered by the US Department of the Treasury's Office of Foreign Assets Control or the Australian Government's Department of Foreign Affairs and Trade), security, consumer protection, trademarks and copyright, and antitrust and competition for each country/territory in which the Participant operates. Each Participant is also responsible for ensuring that any of its affiliates, subsidiaries, parent companies, Payers, Beneficiaries and Third-Party Agents and any other of its appointed agents participating in Visa A2A comply with all applicable laws (including Applicable Data Protection Laws), regulations, and other legal requirements applicable to each country/territory in which its affiliates, subsidiaries, parent companies, Payers, Beneficiaries and Third-Party Agents, and other appointed agents operate.

Each Participant must consult with its own legal counsel to ensure that it is in full compliance with all applicable laws (including Applicable Data Protection Laws), regulations, and other legal requirements in each country/territory in which the Participant operates.

Each Participant must ensure that the Payment is legal in all applicable jurisdictions.

In the event of any conflict between the Visa A2A Rules and any applicable laws (including Applicable Data Protection Laws) or regulations, the requirements of the laws or regulations will prevail.

1.1.3 Compliance with Visa A2A Rules and other Documentation

Each Participant agrees to be bound by, and comply with, the Visa A2A Rules and all other Visa A2A Documents including any other agreements, guides or rules published by Visa from time to time which are applicable to Visa A2A.

A Participant must ensure that its affiliates, subsidiaries, parent companies, Payer, Beneficiary and/or Third-Party Agent each comply with the applicable provisions of the Visa A2A Rules and all other Visa A2A Documents in all countries in which they are permitted to conduct business and/or the country/territory in which the entity operates,

A Participant is responsible to Visa for any non-compliance with the Visa A2A Rules and other Visa A2A Documents by any of the Participant's affiliates, subsidiaries, parent companies, Payers, Beneficiaries and/or Third-Party Agents, in any country/territory where non-compliance occurs.

1.1.4 Establishment of Participant Relationship

A Participant may participate in Visa A2A and use the Licensed Marks applicable to such participation, subject to these Visa A2A Rules.

1.1.5 Participant Communications

Communications are prepared by Visa to announce changes that have been approved but are not yet incorporated into the Visa A2A Rules. These communications have the full authority of the Visa A2A Rules, and the contents are effective on the date of publication, or any effective date specified in the communication. While Visa may distribute these communications, Participants are responsible for obtaining and referring to this information on Visa Access or in other communications established from time to time for the Visa A2A Rules.

1.1.6 Use of the Visa A2A Rules

The Visa A2A Rules are Visa's proprietary information and documentation, only to be reviewed or used in connection with Visa A2A and must not be modified, copied, downloaded, transferred, or printed in part or in whole, or used in any other way for any other purpose without the express written permission of Visa.

The Visa A2A Rules govern the relationship between Visa and its Participants and their Payers, Beneficiaries and Third-Party Agents in relation to their participation in the Visa A2A. The Visa A2A Rules do not constitute a contract, promise, or representation or confer any rights, privileges, or claims of any kind as to any third-parties.

Visa may amend, modify, delete, or otherwise change the Visa A2A Rules in its sole discretion at any time. Changes will be reflected in the next edition of the Visa A2A Rules.

Rules that do not have a geography-specific (Visa region or country/territory) indication in the title or language of a rule apply to all Participants unless noted otherwise. Geography-specific rules apply only to the operations of Participants within the relevant geography or where the activities of the Participant occur.

1.1.7 Restricted Use of Visa A2A

Each Participant must ensure that it, and any of its Payers, Beneficiaries and Third-Party Agents that access or use Visa A2A, must:

- Restrict its use of Visa A2A to purposes expressly approved by Visa; and
- Comply with Visa's requirements and documentation for Visa A2A access and use.

1.1.8 Provision of Updates and Support for Visa A2A

Unless otherwise specified in the Visa A2A Rules or agreed in a separate written agreement, Visa has no obligation to provide replacements, updates, upgrades, modifications, or any other support and maintenance for Visa A2A.

In the event that any updates are made available with respect to Visa A2A, or if Visa requires a Participant to make system changes, the Participant must do all of the following:

- Respond to and implement, as specified by Visa, the updates or system changes required by Visa;
- Ensure that its agreements with any Payer, Beneficiary and/or Third-Party Agent (as applicable) allow for the implementation of updates or system changes required by Visa; and
- Include in its agreements with Payers, Beneficiaries and/or Third-Party Agents (as applicable) the Participant's obligation to inform the contracted entity, in a timely manner, of any major updates or system changes implemented by Visa or the Participant.

The updates shall be deemed part of Visa A2A and subject to the applicable terms and conditions under the Visa A2A Rules.

1.1.9 Third Party and Open Source Software

A Participant must not incorporate, load, link, distribute or use any third party or open source software or material (including, any code or material governed by any licence listed on <http://www.opensource.org/licenses/alphabetic> or "sharealike" version of Creative Commons licenses (for the purpose of this rule, each an "open source licence")) in association with any Visa documentation, products, software, specifications, services, application programming or other

interfaces, or other Visa technologies (for purpose of this rule, collectively “Visa materials”), in a way that may result in any of the following:

- Create obligations with respect to, or require disclosure of or provision of, any Visa materials, including the distribution or disclosure of any APIs or other Visa software in source code form;
- Grant or purport to grant to any third party any rights to or immunities under any Visa (or any Visa affiliates) intellectual property rights or proprietary rights;
- Cause any Visa materials to become subject to the terms of any open source licence or other third party licence.

1.1.10 Restriction on Use of Visa A2A Materials

Unless expressly permitted in the Visa A2A Rules or other Visa A2A Documents, or with Visa’s consent in writing, a Participant must not, and must not permit or enable others, including its Beneficiary or its Third-Party Agent, to do any of the following:

- Use or make copies, in whole or in part, of any aspect of any software, SDKs (software development kits), APIs (Application Programming Interfaces), documentation, tools, or other materials provided to the Participant in connection with the Visa A2A;
- Disclose or distribute any Visa A2A materials or any implementations thereof;
- Reverse engineer, decompile, disassemble, scrape, extract, or otherwise attempt to obtain the underlying source code, ideas, algorithms, structure, or organization of any Visa A2A service or product, or any component thereof, except to the extent that any of the foregoing are not permitted to be restricted under applicable laws or regulations;
- Attempt to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or security mechanisms in any Visa A2A product or service, or any related component; and
- Alter or remove any copyright, trademark, trade name, patent, or other proprietary rights notice, legend, symbol, or the like appearing on or in any Visa A2A materials.

1.2 Waivers

1.2.1 Waivers to the Visa A2A Rules

A Participant that cannot comply with a rule or requirement in the Visa A2A Rules must submit a Waiver request to Visa.

If the Participant cannot comply due to applicable laws (including Applicable Data Protection Laws) or regulations that contravene the Visa A2A Rules, Visa may require proof of the specific laws or regulations, in English or accompanied by a certified English translation.

Visa will notify the Participant in writing of its decision on a Waiver request. The Waiver is effective as specified in such Notification.

Each Waiver granted by Visa is unique, may include specific conditions, and is limited only to the specific circumstances of the individual request. A Participant must not apply a previously granted Waiver to any other future services or consider a previously granted Waiver as determining the outcome of future requests.

Visa may repeal, amend, extend, or revoke any Waiver upon Notification to the Participant.

1.3 Confidentiality

1.3.1 Visa Confidential and *Visa R e s t r i c t e d* Materials – Participant Responsibilities

For the purposes of this *Section 1.3*, "Participant" shall include the following individuals or entities to the extent required for the Participant's participation in Visa A2A, including its provision of any associated Payment services:

- Subsidiaries and affiliates
- Contractors
- Employees
- Officers
- Directors
- Representatives

A Participant must comply, and must ensure that its Beneficiaries and/or Third-Party Agents comply, with all of the following:

- Maintain Visa Confidential and *Visa R e s t r i c t e d* information in strict confidence;
- Not disclose any Visa Confidential or *Visa R e s t r i c t e d* information, unless expressly permitted, required by Visa, or otherwise required by law, regulation, court order or other legal process in accordance with the Visa A2A Rules and applicable laws and regulations; provided however, that if disclosure of any Visa Confidential or *Visa R e s t r i c t e d* information is required by law, regulation, court order or other legal process, the Participant shall, prior to

furnishing the Visa Confidential or *Visa R e s t r i c t e d* information, first notify Visa and allow Visa the chance (and cooperate with Visa as reasonably requested) to defend against the order, unless prohibited by applicable law and regulations;

- Store and handle Visa Confidential and *Visa R e s t r i c t e d* information in such a way as to prevent unauthorized disclosure;
- Take reasonable measures to protect Visa Confidential and *Visa R e s t r i c t e d* information and treat it with at least the degree of care with which a Participant or applicable Beneficiary and/or Third-Party Agent treats its own confidential and proprietary information (and in any case, no less than the degree of care that would be expected of an organization of equivalent size and financial standing in the same industry using best practices), or in case of *Visa R e s t r i c t e d* information, as follows:
 - For information labeled or otherwise designated as *Visa R e s t r i c t e d*, in accordance with Visa handling instructions, which may be delivered with its transmission or in its content; and
 - For information labeled or otherwise designated as *Visa R e s t r i c t e d* – Personal Data, with the strongest level of protection (including encryption or sufficient compensating controls, and limited distribution for any transmissions) applied by the Participant or its Beneficiaries and/or Third-Party Agents (as applicable) for its highly sensitive information.
- Disclose Visa Confidential or *Visa R e s t r i c t e d* information only to those individuals and/or entities set forth in this *Section 1.3* with specific need to know and under appropriate and valid confidentiality terms;
- Immediately upon Visa request, return to Visa, or destroy, originals and all copies of any Visa Confidential or *Visa R e s t r i c t e d* information in any medium and, if required by Visa, certify that it has done so;
- Notify Visa immediately in the event that the Participant or any of its Beneficiaries and/or Third-Party Agents becomes legally compelled to disclose any Visa Confidential or *Visa R e s t r i c t e d* information and, if legally required to disclose any Visa Confidential or *Visa R e s t r i c t e d* information, only disclose that portion that it is legally required to disclose;
- Process and transfer Personal Data (whether or not it is Visa Confidential or *Visa R e s t r i c t e d* information) in accordance with the Visa A2A Rules, and applicable laws (including Applicable Data Protection Laws) or regulations; and
- Ensure that only authorized individuals or entities under appropriate confidentiality terms have access to any Personal Data, and ensure that any Personal Data, Payment Information, and Payment Credentials are treated as *Visa R e s t r i c t e d* in accordance with the Visa A2A Rules.

1.3.2 Use or Disclosure of Confidential Information

A Participant must not, and must ensure that its Beneficiaries and/or Third-Party Agents (as applicable) must not, use any Visa Confidential, *Visa R e s t r i c t e d*, or Visa proprietary information for any purpose other than to participate in Visa A2A as reasonably contemplated under the Visa A2A Documents, unless expressly permitted in writing and in advance, or required by Visa. A Participant must not, and must ensure that its Beneficiaries and Third-Party Agents (as applicable) must not, publish, disclose, convey, or distribute to any person or organization, or use for filing patents, any Visa Confidential, *Visa R e s t r i c t e d*, or Visa proprietary information (including documents, ideas, products, and data) without the prior written approval of Visa.

A Participant can only disclose Visa Confidential, *Visa R e s t r i c t e d*, or Visa proprietary information to the following:

- A third party (organization, or person, including contractors), if both of the following apply:
 - The third party is providing services to the Participant and the disclosure is required to perform services directly related to Visa A2A, and
 - The third party does not compete with Visa or any Participants with respect to their participation in Visa A2A.
- The Participant's parents or subsidiaries that do not participate in a competing Account payment scheme.
- For clarity, the above does not apply to information that has been publicly released by Visa.

A Participant that discloses Visa Confidential, *Visa R e s t r i c t e d* or Visa proprietary information to its Beneficiary and/or Third-Party Agent must have a written agreement with the Beneficiary and/or Third-Party Agent that it:

- Will not disclose the Visa Confidential, *Visa R e s t r i c t e d* or Visa proprietary information to any other third-party; and
- Will use the Visa Confidential, *Visa R e s t r i c t e d* or Visa proprietary information only to provide services to the Participant for use only with the Participant's participation in Visa A2A.

Any Visa Confidential, *Visa R e s t r i c t e d* or Visa proprietary information disclosed to a Beneficiary and/or Third-Party Agent must comply with all of the following:

- Remain solely the property of Visa;
- Be returned to Visa immediately upon Visa request; and
- Be returned to the Participant immediately upon termination of the relationship that required use of the confidential information.

The Participant is responsible for its Beneficiary and/or Third-Party Agent's compliance with these conditions and must not allow any individual or entity third-party that is not a Beneficiary and/or Third-Party to disclose any Visa Confidential, *Visa R e s t r i c t e d* or Visa proprietary information.

If a Participant or its Beneficiary and/or Third-Party Agent uses or discloses Visa Confidential, *Visa R e s t r i c t e d* information and/or Visa proprietary information in connection with any patents or patent applications, without Visa's express written permission, such Participant hereby grants or shall procure that such Beneficiary and/or Third-Party Agent grants to Visa a fully paid-up, royalty-free, worldwide, irrevocable licence to exercise all rights under that patent, including the right to grant and authorize sublicenses.

1.3.3 Confidentiality of Visa A2A Systems Information

Information regarding the Visa A2A system is proprietary and Visa Confidential. A Participant must comply, and must ensure that its Beneficiaries and Third-Party Agents (as applicable) must comply, and must take appropriate action, by agreement or otherwise, to ensure that each of the employees or agents of the Participant, its Beneficiaries and/or Third-Party Agents (as applicable) with access to the Visa A2A system or related documentation comply with all of the following:

- Are advised of the confidential and proprietary nature of the system and related documentation;
- Use their best efforts to protect the Visa A2A access points;
- Are prohibited from both:
 - Providing access to or disclosing the system and documentation to any third party; and
 - Using the system and documentation for any purpose not authorized in the Visa A2A Documents.

A Participant must not, and must ensure that its Beneficiaries and/or Third-Party Agents (as applicable), must not, disclose any Visa Confidential information of Visa or its subsidiaries to any individual or entity that is neither a Participant nor a Beneficiary or Third-Party Agent involved in, or part of, participating in Visa A2A.

1.3.4 Visa Disclosure of Participant Confidential Information

Visa will not use Participant Confidential Information except for purposes outlined in these Visa A2ARules, and subject to this *Section 1.3.4*, will not disclose any Participant Confidential Information except to Visa employees, contractors, or other persons or entities authorized to receive Participant Confidential Information who have agreed to terms with Visa that are as substantially protective of a Participant's rights as those set forth in these Visa A2A Rules, and have a need to know such information..

Visa will take reasonable measures to protect the secrecy of (and avoid disclosure and unauthorized use of) Participant Confidential Information, including at least those measures that Visa employs to protect its own confidential information of a similar nature. Visa will reproduce a Participant's proprietary rights notices on any authorized copies in the same manner as set forth on the original. Visa shall make reasonable efforts to promptly notify the Participant by telephone and/or in writing if Visa knows or suspects that Participant Confidential Information within Visa's control or possession has been stolen, destroyed, altered, lost, or accessed by unauthorized persons.

Visa will not disclose to any third-party any Participant Confidential Information, other than for any of the following:

- Disclosure of Participant Confidential Information to a third-party, as necessary, in the ordinary course of business to enable Visa to provide (directly or indirectly) services to a Participant or a Participant's designated Third-Party Agent, including all of the following:
 - Completing a Visa Account-to-Account Payment;
 - Risk and compliance control; and
 - Marketing services
- Disclosure with the consent of the Participant;
- Disclosure of data that is aggregated so as not to disclose the data of any individual or single Participant;
- Disclosure to Visa's auditors and outside attorneys on a need-to-know basis, and only to the extent reasonably required;
- Other disclosure that is in accordance with applicable laws or regulations; and
- Disclosure required by any governmental or regulatory body, or a court of competent jurisdiction.

All documents and other tangible items containing or representing Participant Confidential Information that have been disclosed by a Participant to Visa in Visa's possession, will be and remain a Participant's property and will be promptly returned to a Participant or destroyed upon a Participant's written request. If Visa's systems prevent or make commercially impracticable the return or destruction of the Participant's Confidential Information, then Visa is not required to return or destroy such Participant Confidential Information, but only to the extent such Participant Confidential Information is not used by Visa employees, contractors, or other persons or entities authorized to receive Participant Confidential Information, and it remains subject to the confidentiality and non-use obligations in these Visa A2A Rules.

1.3.5 Visa Right to Monitor, Audit, Inspect, and Investigate

Upon a Participant's breach of these Visa A2ARules or other regulations, including AML compliance-related violations, as solely determined by Visa, Visa may, either itself or through an agent, do any of the following:

- Investigate, review, audit, or inspect a Participant, and/or the Participant's Third-Party Agent, including by inspecting the premises and auditing the books, records, and procedures of the Participant, and/or the Participant's Third-Party Agent to ensure that it is complying with the Visa A2A Documents, and applicable brand and security standards and procedures, and operating in a safe and sound manner; and
- Monitor, investigate, review, audit, or inspect the premises, books, records, or procedures of a Visa-approved vendor.

A Participant must cooperate fully, and ensure that its Third-Party Agent cooperates fully, with Visa in any such investigation, inspection, audit, or review. This cooperation includes providing access to the premises and to all pertinent records, including financial reports, and releasing any information to Visa upon request within the stipulated timeframe.

Any investigation, inspection, review, or audit resulting in a finding of a violation arising from, or in connection with the Participant will be conducted at the Participant's expense, and any investigation, inspection, review, or audit resulting in a cleared outcome for the Participant will be conducted at Visa's expense, as determined by Visa in its sole discretion.

1.4 Payment Monitoring

1.4.1 Payment Monitoring (Visa)

A Participant must respond to Visa's request for additional information relating to Payment activity.

1.4.2 Payment Monitoring (Participant)

A Participant must establish controls and monitor Payments for signs of fraud, unusual or suspicious activity, as well as for all other activities as required under applicable law.

1.5 Visa Rights

1.5.1 Right to Impose Conditions on Visa Product or Service Participation

Visa may limit or impose conditions on a Participant's participation in Visa A2A at its discretion and may discontinue the service or product at any time.

Participant conditions may include the pledging of collateral to mitigate Visa's exposure: for example, Dispute exposure.

1.5.2 Investigation Response Requirement

A Participant must respond to and provide information requested by Visa for a Visa A2A Rules violation that is under investigation.

The Participant must submit its response and information, within the time period specified, by agreed communication method. The Notification response is effective when posted, sent, or transmitted by the Participant or its Third-Party Agent to Visa.

1.5.3 Wrongful Payments

Participants must notify Visa in writing of an unauthorized or incorrectly processed Payment or a non-executed or defective Payment (a 'Wrongful Payment') without undue delay on becoming aware of any such Wrongful Payment.

1.6 Data Privacy

1.6.1 Data Privacy Requirements

Participant shall: (i) Process Personal Information strictly in accordance with the Visa A2A Rules; (ii) comply with Applicable Data Protection Laws, including, without limitation, ensuring that it has lawful authority to Process Personal Information as contemplated by the Visa A2A Rules; (iii) ensure Personal Information is accurate and up-to-date and that appropriate safeguards exist in relation to any restricted international transfers of Personal Information under Applicable Data Protection Laws; (iv) implement appropriate technical and organizational security measures to protect the Processing of Personal Information contemplated by the Visa A2A Rules; (v) provide reasonable assistance to Visa to demonstrate compliance with Applicable Data Protection Laws; and (vi) not process Personal Information or perform any of its obligations under the Visa A2A Rules in such a way as to cause Visa to breach any of its obligations under Applicable Data Protection Laws.

1.6.2 Data Privacy Acknowledgement

Visa and any Participant who is a Payer Financial Institution (PFI Participant) acknowledge and agree that:

- The Visa A2A Data Processing Agreement (DPA) governs the Processing of Personal Information undertaken by Visa on behalf of the PFI Participant in connection with the Visa A2A;
- The DPA is incorporated into the Visa A2A Rules without further need for reference, incorporation or attachment and that by agreeing to the Visa A2A Rules, a PFI Participant is deemed to have agreed to the DPA; and
- the DPA does not apply to any Participant that is a Payment Initiator (PI Participant).

To the extent that Visa obtains Personal Information from, or shares Personal Information with, a PI Participant, the PI Participant acknowledges and agrees that Visa does so in its capacity as a Processor acting on behalf of the PFI Participant.

1.6.3 Data Security – Participant Requirements

A Participant and its Beneficiaries and/or Third-Party Agents must:

- Ensure that the data contained in the Payment message and any other data collected during the Payment is handled and protected in compliance with the ISO 27002 and applicable standards of security and accountability.
- Consistent with ISO 27002 or equivalent international standards and applicable cybersecurity laws and regulations, establish administrative, technical, and physical safeguards to prevent the unauthorized access to, or disclosure of, Visa Confidential and/or *Visa R e s t r i c t e d* information and Visa A2A information, other Payment Information.
- Take appropriate action to ensure that any of their employees or agents with access to Visa A2A or related documentation protect that information from unauthorized disclosure, modification, or destruction.
- Report any unauthorized disclosure of or access to Visa Confidential or Visa *R e s t r i c t e d* information in its possession, or any cybersecurity incident affecting its systems or data that compromises credentials (e.g., API keys) used to access Visa A2A and associated APIs or that otherwise poses a threat to the security of Visa A2A, as soon as practicable, by emailing vsirt@visa.com.
- Cooperate with questions from Visa related to data security and Personal Data.

- Comply at all times with *Sections 1.8.1* and *Section 1.8.2* of the Visa A2A Rules (including, for the avoidance of doubt, and as applicable, the Visa A2A Data Processing Agreement as set out in *Section 1.8.2* of the Visa A2A Rules)

In addition to any data breach reporting obligations under *Section 1.8.1* and *Section 1.8.2* of the Visa A2A Rules (including, for the avoidance of doubt, the Data Processing Agreement as set out in *Section 1.8.2* of the Visa A2A Rules) and Applicable Data Protection Laws both Visa and Participants may be subject to Cybersecurity Incident reporting obligations under other laws and regulations (e.g., PSD2). Visa and Participants are each responsible for disclosing Cybersecurity Incidents on its systems to regulators and government agencies. Except as prohibited by applicable law, Visa and Participants shall each notify the other of its intention to disclose such Cybersecurity Incident in advance, if the disclosure would identify the other.

1.6.4 Visa Data Use Cases and Recipients of Personal Data

Visa may process Personal Data on its own account, as a Controller where applicable, for the following purposes: billing, internal and external accounting and auditing, detecting or preventing financial crime (including AML or KYC checks), fraud prevention, authentication, security, managing risk, bringing or defending legal or arbitral proceedings and/or other forms of dispute resolution, responding to regulatory or law enforcement requests, complying with legal obligations, developing, testing and marketing products and services, generating de-identified, anonymized, or aggregated datasets, data modelling, analytics, business intelligence and insights supporting loyalty and benefit programs, including by checking eligibility or qualifying Payments, segmentation, or other purposes based on a Participant's consent.

The recipients of Personal Data, include:

- Visa, its employees, agents, its third-party subcontractors and their employees;
- Third parties with whom the Participant has agreed to share Personal Data;
- Such other entities to which it may be reasonably necessary to disclose and transfer Personal Data in the context of Visa A2A (for example, credit reference agencies, law enforcement agencies, antiterrorism or organized crime agencies, fraud monitoring agencies, central banks); and
- Any other entities, to be clearly specified, or as otherwise required or permitted by applicable laws (including Applicable Data Protection Laws) or regulations.

1.6.5 Payer and Beneficiary Data

Payment Initiators must collect, verify and send specific information about the Payer and the Beneficiary in the Payment Requests. Valid and legal Payer and Beneficiary names are always required in the Payment Request. Payment Requests with incomplete or invalid names will be declined.

Payment Initiators must comply with:

- API Specifications as set out on the Visa Developer Center, which has a comprehensive list of data elements and integration options;
- Local AML laws and regulations on the collection and verification of Payer data;
- Collection and verification of the Payer and Beneficiary data for the purpose of risk sanctions enforcement, AML, and ATF control;
- Regulatory and industry standards, and best practices to ensure that the Payer Authentication Method is appropriate to the access channel; and
- These requirements are periodically reviewed, and Visa reserves the right to make changes to the required data elements to meet local requirements in destination countries.

1.6.6 Message Accuracy

A Payment Initiator must ensure that:

- Only appropriately qualified and authorized personnel are involved in submitting Payment Requests to Visa;
- All required data elements and valid Payment amounts are accurate and complete when provided to Visa to avoid:
 - Processing delays;
 - Requests for corrected/missing information; and
 - Payment rejections and returns.

1.7 Terms and Conditions

1.7.1 Provision of Terms and Conditions to Payers

Payment Initiators, or their Beneficiaries, must provide account-to-account service terms and conditions (“T&Cs”) to Payers consistent with applicable laws. Any account-to-account services provided by the Payment Initiator or its Beneficiaries which utilises Visa A2A must not be represented as being provided by Visa. For clarity, Payment Initiators and its Beneficiaries (as applicable) are still required to comply with the *Visa A2A UX and Brand Guidelines* and any relevant documents referenced in it.

1.8 Business Continuity and Crisis Management

1.8.1 Business Continuity and Crisis Management Requirements

A Participant must do all of the following:

- Maintain an effective crisis management and business continuity program and ensure that the program includes a plan for ensuring recovery or continuity of the Participant's critical business activities, services and technology solutions;
- Ensure that, if any critical activity or service is outsourced to a third party, the third party maintains a similar crisis management and business continuity program;
- Upon Visa request, provide evidence of the existence and effectiveness of a Participant's or third party's crisis management and business continuity program.

1.8.2 Business Continuity and Crisis Management Notification Requirements

A Participant must do all of the following:

- Inform Visa (at VisaA2A@visa.com) about any planned system or service outages;
- Immediately inform Visa (at VisaA2A@visa.com) about any unplanned system or service outages. In the event of an unplanned system or service outage, a Participant must provide Visa with all of the following:
 - The remediation plan that will resolve the system or service outage;
 - An estimate of how long it will take to resolve the system or service outage;
 - The timeframe for when the next remediation update will be given to Visa.

2 Payment Acceptance

2.1 Onboarding and Registration

2.1.1 Payment Initiator Registration with Visa

A Payment Initiator must register with Visa, providing Visa with all necessary information for the support of Visa A2A Payments.

Visa will, as part of this registration, make available to the Payment Initiator the applicable Visa A2A Documents, including an Application Program Interface (API), required by the Payment Initiator to participate in Visa A2A.

A Payment Initiator must only use APIs in line with Visa requirements.

2.1.2 Payment Initiator Registration of Beneficiaries

A Payment Initiator must register its Beneficiaries with Visa. For Beneficiaries that provide Goods and Services, the Payment Initiator must provide all of the following:

- Beneficiary Name (including Parent Beneficiary, where applicable)
- Beneficiary Address (Principal Place of Business)
- Beneficiary Country
- Merchant Category Code
- Beneficiary Account Information
- Any other information, as request by Visa.

2.1.3 Payer Financial Institution Registration with Visa

A Payer Financial Institution must register with Visa, providing Visa with all necessary information for the support of Visa A2A Payments.

Visa will, as part of this registration, connect to the Payer Financial Institution via Application Program Interfaces (APIs). The Payer Financial Institution must build such APIs in strict accordance with the applicable API standards and specifications provided by Visa, and agrees that such APIs will fully comply with Visa's API standards and specifications without introducing any unnecessary modifications.

2.2 Establishing a Mandate

2.2.1 Payment Initiator Responsibility to Evaluate Beneficiaries

A Payment Initiator must conduct appropriate due diligence on all its Beneficiaries that provide goods and services, prior to registering such Beneficiaries with Visa A2A, to ensure that such Beneficiaries are operating a legitimate business where the acceptance of Account-to-Account Payments is appropriate.

A Payment Initiator must ensure that all its Beneficiaries provide Payers with, at a minimum, all of the following:

- Clear terms and conditions for the provision of its good and services.
- A clear cancellation, returns and refund policy.
- Payer support arrangements, to include clear contact details.

Visa reserves the right to refuse registration of any given Beneficiary, to be communicated to the applicable Payment Initiator.

2.2.2 Establishing a Mandate

A Payment Initiator must, at the point of establishing a Mandate with a Payer, ensure that the Payer is provided with all of the following:

- Clear identification of the Beneficiary providing Goods and Services.
- The Beneficiary's Account Details. For the avoidance of doubt, this Beneficiary Account may be a holding, settlement account.
- Any parameters agreed as part of the Mandate. For example, frequency of payments, maximum Payment amount or duration of Mandate.

2.2.3 Payment Mandate Reasonableness and Proportionality

A Payment Initiator must ensure that any parameters agreed as part of a Mandate are both reasonable and proportionate.

2.2.4 Payer Dispute Rights and Responsibilities

A Payment Initiator must, at the point of establishing a Mandate with a Payer, instruct the Payer that, in the case of any given Dispute, the Payer should, in the first instance, attempt to resolve the Dispute with the applicable Beneficiary.

This instruction can be provided as part of the relevant Terms and Conditions.

2.2.5 Confirmation of Mandate

A Payer Financial Institution must confirm with its Payer, in a timely manner and following Strong Customer Authentication, the establishment of a Mandate on that Payer's account.

2.2.6 Mandate Record Keeping

Both a Payment Initiator and Payer Financial Institution must maintain appropriate records evidencing the legitimate establishment of any given Mandate.

2.2.7 Pre-notification of Payment

A Payment Initiator must, where applicable and in line with relevant consumer regulation, provide a Payer with pre-notification of Payment.

2.2.8 Post-Payment Messaging

A Payment Initiator must ensure that a Payer is provided with a post-Payment message following a successful Payment.

2.2.9 Revocation of Mandate – Payer Financial Institution

A Payer Financial Institution must ensure that its Payers are able to revoke any Mandate associated with any given account.

Where a Payer chooses to revoke a Mandate, the Payer Financial Institution must ensure both of the following:

- Confirmation of the revocation to the Payer
- That no further payments are processed following revocation.

2.2.10 Revocation of Mandate – Payment Initiator

Where a Payer contacts a Payment Initiator and indicates to that Payment Initiator that they would like to revoke any given Mandate, the Payment Initiator must do either of the following:

- Inform the Payer that their Payer Financial Institution is responsible for revoking the mandate
- Revoke the Mandate themselves and confirm such revocation to both the Payer and their Payer Financial Institution via the Visa A2A 'delete API' as set out in the *Visa A2A UX and Brand Guidelines*

2.3 Digital Wallet Requirements

2.3.1 Payment Initiator as Digital Wallet Operator – Registration Requirements

A Payment Initiator that chooses to act as a Digital Wallet Operator must do all of the following:

- Register with Visa
- Meet all applicable Visa A2A requirements (including in-market regulatory responsibilities)
- Ensure appropriate due diligence is conducted on any associated Beneficiaries

Visa will, as part of the onboarding process, ensure that appropriate guidance is given to the Payment Initiator.

2.3.2 Third Party Agent or Beneficiary as Digital Wallet Operator – Registration Requirements

A Payment Initiator operating with a Third-Party Agent or Beneficiary acting as a Digital Wallet Operator must do all of the following:

- Register the Digital Wallet Operator with Visa
- Ensure that the Digital Wallet Operator meets all applicable Visa A2A requirements
- Ensure appropriate due diligence is conducted on any associated Beneficiaries

Visa will, as part of the onboarding process, ensure that appropriate guidance is given to the Digital Wallet Operator.

2.3.3 Digital Wallet Operator – Payment Requirements

A Digital Wallet Operator must do all of the following:

- Not contract with another Digital Wallet Operator
- Establish a contract with all applicable Beneficiaries

2.4 Payment Authentication

2.4.1 Strong Customer Authentication of Mandate

A Payer Financial Institution is responsible for ensuring that Strong Customer Authentication is applied to, and satisfied for, any Mandate that is submitted to that Payer Financial Institution by a Payment Initiator.

2.4.2 Strong Customer Authentication of Payment

Visa A2A Payments are made with either the Payer present, being an 'in-session Payment' or without the Payer present, being an 'out-of-session Payment'

In-session Payments are typically considered Payer-initiated Payments (with the exception of certain Wallet types). Out-of-session Payments are Payee-initiated Payments and, provided any given Payment meets the established parameters of a previously agreed and approved Mandate, are exempt from Strong Customer Authentication (SCA).

More information is available within the *Visa Authentication Guide*, available upon request.

2.4.3 Payment Initiator Responsibility to evaluate Payment

A Payment Initiator must ensure that any Payment submitted by a Beneficiary is in line with the agreed terms of the applicable Mandate.

A Payment Initiator must ensure that any Payment outside the terms of the applicable Mandate is not processed.

2.4.4 Payment Initiator Responsibility to authenticate Payer

A Payment Initiator must ensure that a Payer is appropriately authenticated, prior to initiating a Payment, in line with the agreed terms of Mandate. For an in-session Payment, such authentication must take place in advance of making the Payment.

Authentication includes, but is not limited to, one time password and may be provided by either the Payment Initiator or Beneficiary as agreed between both parties.

2.4.5 Payer Financial Institution Additional Payment Limits

A Payer Financial Institution may choose to apply additional Payment limits, independent of a Mandate, on any given Account, such as a maximum limit on the value of electronic payments.

Such limits must be clearly communicated to the Payer and shall not increase the limits set by Payer under a Mandate.

2.4.6 Status Request Requirements

A Payment Initiator must not submit excessive Payment status requests. A Payment Initiator must allow a reasonable period of time for a Payer Financial Institution to respond to any given status request.

2.5 UX Guidelines

2.5.1 UX Guideline Requirements

A Participant must comply, and must ensure its Beneficiaries and Third-Party Agents (as applicable) with all requirements as specified in the *Visa A2A Account-to-Account UX and Brand Guidelines*

3 Use of Marks

3.1 Marks License

3.1.1 License Grant

Visa grants to the Participant a non-exclusive, non-transferable licence to use the Licensed Marks, subject to the Visa A2ARules, and Visa A2A Account-to-Account UX and Brand Guidelines. Visa may add Licensed Marks to, revoke or subtract Licensed Marks from, or otherwise change the Licensed Marks by notifying the Participant. Upon notification by Visa of any revocation or subtraction of any Licensed Mark, the Participant shall promptly terminate use of such revoked or subtracted Licensed Mark and provide notification to Visa of such termination.

A Participant must ensure that any of its Beneficiaries who use the Licensed Marks must do so in compliance with the Visa A2A Rules (including this Section 4 (Use of Marks), and Visa A2A Account-to-Account UX and Brand Guidelines. A Participant is responsible for ensuring its Beneficiaries' compliance with such documents.

3.1.2 Marks Licence - Visa Proprietary Rights to the Licensed Marks and Visa Brand Name

Participants acknowledge the proprietary rights of Visa and that unauthorized or inappropriate use of the Licensed Marks and Visa brand name may cause Visa irreparable damage or injury. Visa has the full authority to enforce all rules governing Participants', their Beneficiaries' and/or Third-Party Agents' and other entities' use of the Licensed Marks and Visa brand name.

A Participant does not have the right to use the Licensed Marks and Visa brand name in association with their participation in Visa A2A, unless expressly permitted by Visa in the Visa A2A Documents (including the Visa A2A Rules).

3.1.3 Infringement Proceedings Regarding the Licensed Marks

The Participant shall notify Visa promptly of any unauthorized use of the Visa brand name or any of the Licensed Marks that comes to the Participant's attention, and whether such unauthorized use is by the Participant, any of its Beneficiaries and/or Third-Party Agents or any third-party. Unless Visa grants express consent, Visa will have the sole right, but not the obligation, to take whatever action it deems appropriate to terminate any unauthorized use of the Visa brand name or any of the Licensed Marks, including engaging in infringement or unfair competition proceedings or other challenges for any unauthorized use of the Visa brand name or any of the Licensed Marks. Upon request from Visa, the Participant shall, and shall ensure its Beneficiary and/or Third-Party Agent (as applicable) shall, cooperate with Visa in all such proceedings.

3.1.4 Denotation Requirements for Licensed Marks

A Participant must not use any denotation or legend of Licensed Marks registration or ownership in connection with the Licensed Marks, except as required or approved by Visa. Upon the Participant's written request, Visa will both:

- Advise whether a denotation or legend must be used in a specific country/territory; and
- Provide the appropriate denotation or legend to be used with Licensed Marks.

3.2 General Use of Marks

3.2.1 Visa A2A Program Licensed Marks List

The Visa A2A Licensed Marks include:

- "Enabled by Visa" design Mark;

- “Visa A2A” Mark; and
- Any other Mark that Visa adopts for use with Visa A2A from time to time.

3.2.2 Use and Protection of the Licensed Marks

The Licensed Marks must appear exactly as specified in the *Visa A2A UX and Brand Guidelines* and any relevant guidelines referenced in it.

A Participant must cooperate with Visa to ensure protection of each of the Licensed Marks and must ensure that all use of the Licensed Marks, as well as the nature and quality of all services rendered under these Licensed Marks, complies with the Visa A2A Rules and *Visa A2A UX and Brand Guidelines*.

If requested, a Participant must supply Visa with samples of any materials produced by or for the Participant that bear or generate a Licensed Mark.

3.2.3 Restricted Use of the Licensed Marks

A Participant must use the Licensed Marks, including associated elements, only for the following:

- To denote or promote its participation in Visa A2A; and/or
- Any Visa A2A products, offers, or services

3.2.4 Quality Standards and Control

The Participant acknowledges that the nature and quality of all goods produced, services rendered, and materials published by the Participant in connection with any of the Licensed Marks must conform to standards set by, and be under the control of, Visa and each of its affiliates in accordance with the arrangements between such affiliates, which standards are reflected in, and maintained by, the Visa A2A Rules, and other written requirements of Visa notified to the Participant. The Participant shall cooperate with Visa and each of its affiliates in maintaining Visa's control of such nature and quality, to permit reasonable inspection of the Participant's operation, and to supply Visa with specimens of the use of any of the Licensed Marks upon request. The Participant shall not distribute, or shall immediately cease distribution of, any materials applying any Licensed Mark objected to by Visa, and shall comply immediately with any reasonable instructions given by Visa in relation to the use of any Licensed Marks and/or Visa materials by the Participant. The Participant shall use the Licensed Marks only in the form and manner and with appropriate legends as prescribed from time to time by Visa in the Visa A2A Rules, and other written requirements of Visa notified to the Participant.

3.2.5 No Use of “Visa” as Part of Corporate Identity

A Participant must never use the name “Visa” or any other Licensed Mark as part of its corporate name, business name or identity.

3.2.6 Ownership of Licensed Marks

A Participant must not state or imply that it is the exclusive owner of any Licensed Mark, or exclusive provider of any Visa A2A service or program, except as otherwise permitted in the Visa A2A Rules.

3.2.7 Ownership of Marks

The Participant acknowledges the exclusive ownership by Visa of the Licensed Marks and Visa brand name, and acknowledges (to the extent permitted by applicable law) the validity thereof. The Participant will not, and will ensure that its Beneficiaries and/or Third-Party Agents (as applicable) will not, oppose, object, challenge, litigate, attempt to invalidate, or do anything inconsistent with Visa’s ownership of, or rights in, the Licensed Marks or the Visa brand name. At Visa’s request, the Participant will, and will ensure that its Beneficiaries and/or Third-Party Agents (as applicable) will, immediately withdraw, abandon or cancel any rights it may have in any Licensed Mark or Visa brand name. The Participant acknowledges that, and shall ensure its Beneficiaries and/or Third-Party Agents (as applicable) acknowledge that, all use of the Licensed Marks by the Participant, its Beneficiaries and/or Third-Party Agents (as applicable) inure to the benefit of and be on behalf of Visa. To this end, the Participant shall, and shall ensure its Beneficiaries and/or Third-Party Agents (as applicable) shall, fully co-operate with Visa to execute and file all documentation as may be required to obtain, maintain, and enforce Visa’s ownership rights in, and to, the Licensed Marks and Visa brand name.

3.2.8 Visa Endorsement of Goods/Services

A Participant must not use any of the Licensed Marks or Visa brand name to indicate that Visa endorses, is identified with, or sponsors goods or services other than those of Visa.

3.2.9 Use of Elements Similar to the Licensed Marks

A Participant must not, and shall ensure its Beneficiaries, Third-Party Agents and its agents (as applicable) must not, use, adopt, register, or attempt to register a company name, product name, or Mark that may be identical or confusingly similar to a Licensed Mark or Visa brand name, including any of the following:

- Names;
- Trademarks;
- Service Marks;

- Trade Names;
- Logos;
- Words; and
- Symbols.

If Visa determines that a Participant's Mark is identical or confusingly similar to a Licensed Mark or the Visa brand name, the Participant must immediately withdraw its trademark application or registration and discontinue use of the Mark.

3.2.10 Obscured/Defaced Licensed Marks

No portion of a Licensed Mark may be obscured, distorted, or defaced.

3.3 Protecting the Visa Brand

3.3.1 Protecting the Visa Brand Reputation

No activities or materials may infringe, dilute, denigrate, or impair the goodwill and/or reputation of Visa or the Licensed Marks.

3.3.2 Prohibition of Marks Infringement and Brand Denigration

Participant materials using any Licensed Mark(s) must not contain any matter that would tend to infringe, dilute, degrade, or denigrate any of the Licensed Marks, Visa products, Visa services, or impair the reputation or goodwill of Visa or the goodwill associated with the Licensed Marks.

3.3.3 Marks Use and Marketing Restrictions

A Participant must not adopt any Mark, or market, either directly or indirectly, any Visa A2A product or service to consumers, or other Participants or Beneficiaries and/or Third-Party Agents in a manner that has the likely effect of confusing, misleading, defrauding, or deceiving such consumers or other Participants or Beneficiaries and/or Third-Party Agents. Such prohibited acts include, without limitation, making direct or indirect, false, confusing, or misleading statements or failing to disclose a material fact about the programs, products, or services, or any aspect thereof, of a Participant, Visa, other Beneficiaries and/or Third-Party Agent or a competitor.

3.4 Marketing, Promotion and Advertising Materials

3.4.1 Visa Review of Brand, Sponsorship and Marketing Materials

A Participant must obtain prior written approval from Visa for all of the following:

- Use of any Licensed Mark in the Participant's sponsorship of any events, including a specific sporting, musical, artistic, trade show, or other event.¹ The Participant must provide all advertising, promotions, and public relations material for each country/territory in which the sponsorship activity will occur.² If a Participant plans sponsorship activities in an additional country/territory at a later date, it must submit a new request; and

A Participant must submit brand or marketing-related materials containing a Licensed Mark for review if requested by Visa. A Participant must use each Licensed Mark within the scope of the written approval from Visa. After notification from Visa, a Participant must correct any improper use of any Licensed Mark.

Visa review or approval of a Participant's brand or marketing-related materials does not:

- Replace the need for a Participant to consult with its own legal counsel regarding the materials
- Offer legal protection from possible infringement or other types of actions;
- Relieve the Participant of its responsibility for accurate disclosure and compliance with legal and regulatory requirements.

¹ Not applicable to the purchase of advertising not specifically tied to the sponsorship of these events.

² In all countries/territories: Two months before the anticipated release date of the materials.

3.4.2 Participant Identification

A Participant must identify itself by city and principal name, on all supplies, materials (including broadcast), and oral or written solicitations sent to current or prospective customers. A Participant must not state or imply in these materials that any other Third-Party Agent's materials are being replaced, are invalid, or should be destroyed. A Participant must not state or imply that Visa provided or endorsed the materials unless Visa designed them for the Participant's use.

3.4.3 Third-Party Use of the Licensed Marks in Promotions and Advertising

A Participant must not allow a Beneficiary or any third party to use a Licensed Mark or the Visa brand name for promotional or advertising purposes in any media, unless:

- The Visa A2A Rules permit its use, including the express prior written consent of Visa; and
- The third party is merely acting as the Participant's agent, but the Participant is the responsible party permitted by Visa to distribute the material containing the Licensed Mark.

4 Licensing and Registration

4.1 General Requirements

4.1.1 Licensing and Registration

A Participant can send Funds from any permitted jurisdiction to any permitted jurisdiction provided that the Participant is appropriately licensed to conduct business in both the Payer and Beneficiary country/territory and meets their local regulatory obligation in that jurisdiction.

Participants and their Beneficiaries and/or Third-Party Agents must obtain appropriate regulatory licenses, registration, authorizations, and approvals necessary to engage in Visa A2A activity. A Participant either acts as the Payer Financial Institution or Payment Initiator and is liable for Payments processed using their Visa A2A ID.

4.1.2 Submission of Illegal Payments

Participant must not establish a Mandate for Payments to a Beneficiary, where that Participant knows, or should have known, that such Payments are illegal.

5 Risk Management

5.1 Integrity Risk

5.1.1 Integrity Risk and Use of the Licensed Marks

A Participant must not use the Licensed Marks or Visa brand name:

- In any manner that may bring the Licensed Marks, Visa brand name or Visa or its affiliates into disrepute;

- In relation to, or for the purchase or trade of, photographs, video imagery, computer-generated images, cartoons, simulation, or any other media or activities including any of the following:
 - Child sexual abuse materials;
 - Incest;
 - Bestiality;
 - Rape (or any other non-consensual sexual behavior); and
 - Non-consensual mutilation of a person or body part.

5.1.2 Participant Integrity Risk Requirements

A Participant must ensure that a Beneficiary and/or Third-Party Agent does not display a Licensed Mark on a website and/or an application that is used in relation to any of the following:

- A Visa A2A Payment used in the trade or acquisition of photographs, video imagery, computer-generated images, cartoons, simulation, or any other media or activities including activities listed in *Section 5.1.1, Integrity Risk and Use of the Licensed Marks*;
- Visa A2A Payments used in the trade or acquisition of adult content or services using MCC 5967 (Direct Marketing – Inbound Teleservices I Merchant) unless where agreed, in advance, with Visa; and/or
- A Visa A2A Payment used in the trade or acquisition of products that claim or imply a similar efficacy as prescription drugs, controlled substances, or recreational/street drugs, irrespective of claims of legality.

5.1.3 Visa Integrity Risk – Requests for Information

A Participant must provide information relating to any request for information presented by Visa, its designees, or any regulatory agency, as required.

The Participant must provide the required information in writing as soon as possible, following receipt of the request for information.

5.2 Corporate Risk

5.2.1 Participant Risk Reduction Requirements

Visa may impose conditions on a Participant if it reasonably believes the Participant's activities under Visa A2A are not being operated in a sound and safe manner or exposes Visa or other Participants to any loss, including financial or reputational loss.

Upon receipt of instructions imposing conditions, a Participant or its Third-Party Agent must implement risk reduction measures that may include, the following:

- Prohibiting or limiting any of the following actions:
 - Signing or re-signing Beneficiaries; and
 - Using a Third-Party Agent.
- Requiring a Participant to change one or more of its designated Third-Party Agents.

Visa is not obligated to take these actions to protect any Participant, Third-Party Agent or Payer from financial injury.

5.2.2 Visa Right to Terminate Service and Third-Party Agents

Visa may suspend and/or permanently terminate a Participant's activities in Visa A2A for any reason. Visa may suspend and/or permanently prohibit a Third-Party Agent, or any other entity, or one or more of its principals, from participating in Visa A2A for any reasons it deems appropriate, including:

- Fraudulent activity;
- Entering into an agreement under a new name with the intent to circumvent the Visa A2A Rules;
- Activity that causes the Participant to violate the Visa A2A Rules;
- Processing illegal or brand-damaging Payments in connection with Visa A2A; and
- Any other activity that may result in undue economic hardship or damage to the goodwill of Visa A2A.

Visa may, in its sole discretion, contact a Third-Party Agent, directly, if warranted.

A Participant is responsible for all costs incurred by Visa due to the Participant's failure to terminate a Third-Party Agent including any attorney's fees and costs of any legal action undertaken by Visa to

protect the goodwill of Visa A2A or to prevent further harm to any other Participants or Beneficiaries and/or Third-Party Agents.

5.2.3 Termination of Third-Party Agent Agreement

After verifying that Visa has prohibited a Third-Party Agent from participating in Visa A2A a Participant must terminate the use of the Third-Party Agent in Visa A2A no later than the date specified by Visa.

5.2.4 Visa Anti-Bribery Program

Visa maintains an anti-bribery compliance program designed to comply with the requirements and restrictions of the *United States Foreign Corrupt Practices Act* and other anti-bribery laws and regulations, both domestic and in each jurisdiction doing business. A Participant must cooperate with Visa in the administration of the Visa anti-bribery program, including:

- Notify Visa when there is any change in ownership structure in the Participant.

5.2.5 Anti-Money Laundering Requirement

Visa A2A programs must comply with applicable laws and regulations and AML/ATF, sanctions screening, suspicious activity monitoring requirements.

Participants are required to implement an AML/ATF program consistent with domestic requirements.

5.2.6 Anti-Money Laundering Compliance

If Visa determines that a Participant or the Participant's designated entity has failed to comply with *Section 6.2.5 Anti-Money Laundering Requirement*, Visa may impose conditions on or require additional actions of the Participant or the Participant's designated Third-Party Agent or sponsored agent to prevent possible money laundering or financing of terrorist activities. These actions may include, but are not limited to, the following:

- Implementation of additional policies, procedures, or controls;
- Termination of the use of a Third-Party Agent Agreement in Visa A2A;
- Termination of Visa A2A activities; and
- Other action that Visa in its sole discretion determines to take with respect to the Participant or the Participant's designated Third-Party Agent.

5.3 Risk Management and Compliance

5.3.1 Participant Compliance

Participant agrees that it is (i) solely responsible for its compliance with applicable laws and regulations, and (ii) solely responsible for its use of Third-Party Agents and any Third-Party Agent's compliance with applicable laws and regulations. Visa and Participant agree to reasonably co-operate with each other in good faith in order to meet any requirements or requests from regulators, and/or to prevent and, where applicable, fully investigate any financial crime (whether actual, alleged, threatened, or reasonably suspected). The Participant shall, in addition to its own programs and policies, comply with all reasonable requests of Visa in respect of its financial crime prevention, which may include without limitation responding to anti-bribery or AML questionnaires or queries, or providing Visa with further information, assistance or updates where requested, all within such reasonable timescales as notified to the Participant by Visa.

If either Visa or the Participant becomes aware of any material event relating to financial crime prevention that impacts upon the Participant's continued use or Visa's continued provision of any Visa A2A services; then, subject to applicable laws, as soon as reasonably practicable, either Visa or the Participant (as applicable) shall disclose details of that material event to the other.

5.3.2 Risk Management and Regulatory Compliance Considerations

If a Participant uses or designates a Third-Party Agent, the Participant is responsible for the Third-Party Agent's regulatory compliance. Many jurisdictions may require Participants to report suspicious activity. Participants must follow, without limitation, the following regulatory compliance and financial crime prevention measures:

- Promptly notify Visa of any known material breach of the obligations in respect of its Visa A2A activities.
- Comply itself and, where applicable, contractually ensure each of its Beneficiaries and/or Third-Party Agents complies with all applicable Financial Crime Prevention Laws and the terms of Visa A2A.

5.3.3 Risk Assessments and Controls for Sponsored Entities

Before participating in Visa A2A and processing any Payments, a Participant shall complete a comprehensive risk assessment of its and its third parties' business policies and practices, fraud prevention and detection techniques, AML program, and other risk controls. In addition to the recommended fraud prevention controls in *Section 1.4 Payment Monitoring*, Participants and their Beneficiaries and/or Third-Party Agents shall ensure adequate practices (consistent with good industry practice) are in place to minimize fraud losses and excessive customer service inquiries.

Participants also acknowledge that:

- Visa and Downstream Actors may also apply their own sanctions screening checks;
- Visa may apply additional checks in relation to high-risk Payment Requests, including:
 - Payment Requests to or from individuals, entities, states, or jurisdictions that are determined to be high risk in Visa’s reasonable opinion or by any relevant regulatory authority;
 - Following a request from any Downstream Actors participating (or intending to participate) in the settlement of payouts resulting from such Payment Requests;
 - In relation to any Payment Requests that appear to be for an excluded purpose; and
 - Dealing promptly with any concerns arising from those checks and that identifying false positives promptly to minimize unnecessary delays is the responsibility of the Participant.

5.3.4 Visa Identification of Fraudulent Use of Visa A2A

Visa employs automatic and manual processes to identify and investigate potentially fraudulent use of Visa A2A. If Visa detects or reasonably suspects fraudulent activity, unauthorized use of Visa A2A, or otherwise cannot reasonably conclude that a Payment Request is not fraudulent, Visa may suspend the Participant’s access to Visa A2A and take whatever action it reasonably believes it is required to under applicable law. Visa shall to the extent permitted under law, notify the Participant of its intention to suspend the Participant’s access to Visa A2A.

5.4 Information Security

5.4.1 Participant Fraud Activity Reporting

A Participant must immediately report all fraudulent activity or other criminal risk activity to Visa in line with the *Visa A2A Fraud Monitoring and Reporting Guide* requirements. A Participant shall report to each of Visa and the police if they become a victim of a crime or fraudulent activity and shall provide to Visa confirmation of the actions taken by the Participant following the occurrence of such crime or fraudulent activity, including providing any applicable physical copies of victim police reports. Each report submitted by the Participant to Visa must contain the following minimum reporting standard requirements:

- Police report / crime reference number;
- Date of police report filing; and

- Location of police reporting filing being the name of the relevant police force and city / country.

A Participant must immediately activate its own anti-fraud controls to prevent any future fraudulent Payments being processed.

5.4.2 A2A Fraud Monitoring Program

The Visa A2A Fraud Monitoring Program and associated requirements are set out in *Visa A2A Fraud Monitoring and Reporting Guide*.

5.4.3 Authorized Push Payment Fraud Reporting

A Participant must immediately report any instance of Authorized Push Payment (APP) Fraud to Visa.

5.5 Agents

5.5.1 Agent Registration

Where permitted by Visa, a Participant may partner with a Third-Party Agent to offer, or support, Payment services. Examples of Third-Party Agents include, without limitation Technology Service Providers, ISOs and MSBs.

Before enrolling into Visa A2A, a Participant must register a Third-Party Agent with Visa if that entity performs any of the following activities:

- Stores, processes, or transmits Beneficiary account information;
- Accesses Visa A2A on behalf of the Participant; or
- Manages or has access to funds related to the Payment services.

A Participant must register and designate the activities that the Third-Party Agent has been authorized to perform on the Participant's behalf. Before a Third-Party Agent can be registered, the Participant must perform a review on the Third-Party Agent to ensure that they understand the agent's business model, financial condition, background, and compliance status with respect to applicable regulations and any requirements including in relation to storage and treatment of financial account information.

Third-Party Agents must also undergo review and approval through Visa A2A's Third-Party Agent registration process and comply with any other applicable Visa requirements.

A Participant that engages a Third-Party Agent in connection with Visa A2A shall be liable for all activities of that Third-Party Agent associated with Visa A2A.

5.5.2 Losses Resulting from Unauthorized Use

For losses resulting from unauthorized use, Visa may collect funds from a Participant that caused the loss or Participants using the Third-Party Agent that caused the loss.

5.6 Payment Requests

5.6.1 Payment Request Requirements

Before processing a Payment, a Participant must:

- Apply its standard risk and regulatory compliance practices, including its financial crime prevention and KYC policies and procedures, and anti-bribery and anti-corruption practices;
- Have systems in place to ensure that each of its Third-Party Agents have followed established security and authentication procedures to submit Payment Instructions;
- Comply with all applicable laws and regulations in verifying and documenting each Beneficiary's and/or Third-Party Agent's identity (as applicable) which shall include without limitation checking each such Beneficiary and/or Third-Party Agent against:
 - lists of sanctioned persons/entities published by the United Nations Security Council, the European Union, the United States Office of Foreign Asset Control and His Majesty's Treasury;
 - lists of politically exposed persons (or any similar category of persons), to the extent that checking for such persons is required by applicable law and regulations; and
 - any other lists of persons/entities who, according to the Participant's policies and applicable law and regulations should not receive the requested payout.
- If the Participant identifies a Beneficiary and/or Third-Party Agent as being listed on any of the above lists, it shall not submit the relevant Payment Request to Visa.

If the Participant, Visa or any Downstream Actor flags any activity or Payment Request as requiring further investigation, then the Participant:

- Shall promptly on request by Visa and in respect of the relevant Payment Request(s), provide Visa with any applicable information that it holds on any party, including Beneficiaries and/or Third-Party Agents (and Visa may forward any such information onto any relevant Downstream Actors);
- Acknowledges that any of these investigations may result in delay or rejection of individual Payment Requests; and

- Acknowledges that if the necessary information is not provided, or there is an unreasonable delay in providing such information, then the Payment Request will not be processed by Visa and that Visa may be obliged under law to withhold such funds and file a SAR.

6 Dispute Resolution

6.1 Dispute Resolution Requirements

6.1.1 Responsibilities for Dispute Resolution

A Dispute is a disagreement between a Payer and Beneficiary regarding the payment for and provision of goods and services.

Visa's A2A Service recognizes the Dispute Reasons set out in this *Section 7.2 Payment Disputes Reasons*.

6.1.2 Mutual Assistance between Participants

A Participant must attempt to offer mutual assistance to another Visa A2A Participant to resolve Disputes between both:

- Its Payer and a Payment Initiator's Beneficiary
- Its Beneficiary and a Payer Financial Institution's Payer

Where a Financial Institution or Payment Initiator accepts financial liability for a Payment, it must reimburse the other Participant directly.

6.1.3 Payer Financial Institution Responsibilities to Payer for Dispute Resolution

A Payer Financial Institution must resolve Payer Disputes under the Visa A2A Rules by extending to Payers all protections under applicable laws or regulations and by utilizing the Payer Financial Institution's customary practices to resolve Payer Disputes. The Payer Financial Institution must ensure that all Payer Disputes are treated in an equivalent manner.

A Payer Financial Institution must ensure that a Dispute is not raised, where the Payer has received reimbursement for the disputed Payment via another dispute channel independent of these Visa A2A Dispute Protections.

6.1.4 Payment Initiator Responsibility to respond to Payment Queries

A Payment Initiator must offer all protections under applicable laws or regulations to ensure that Payment queries are managed and resolved in line with that Payment Initiator’s customary practices.

6.1.5 Payer Financial Institution Responsibility to Evaluate Payer Disputes

A Payer Financial Institution must evaluate a Payer Dispute in advance of submitting that Dispute to Visa.

A Payer Financial Institution must not process invalid Disputes and must conduct an adequate due diligence review of the Dispute to ensure compliance with the Visa Rules.

6.1.6 Payer Financial Institution Responsibility to Credit Payer

A Payer Financial Institution must, in advance of submitting a Dispute, credit the Payer the disputed amount.

6.1.7 Visa Right to Grant Exceptions to Dispute Processing Requirements

If a Participant misses a deadline or does not submit documentation electronically because of Visa back-office service platform failure, Visa may negate the impact by granting an exception to Visa dispute processing deadlines or documentation requirements.

A Participant must submit its inquiry to Visa within the required period from the date of the Visa back-office service platform failure.

6.1.8 Dispute and Arbitration Submission and Response Requirements

A Participant must submit and respond to a Dispute and/or Pre-Arbitration request as follows:

Reason Code	Dispute Raised	Dispute Response	Pre-Arbitration Raised	Pre-Arbitration Response	Arbitration	Arbitration Appeal
All reason codes	PFI raises dispute. This is the Dispute Processing Date .	The PI has 30 days from the Dispute Processing Date to respond. The date of their response is the Dispute Response Processing Date .	The PFI has 30 days from the Dispute Response Processing Date to raise Pre-Arbitration. This date is the Pre-Arbitration Processing Date .	The PI has 30 days from the Pre-Arbitration Processing Date to respond. This date is the Pre-Arbitration Response Processing Date .	The PFI has 10 days from the Pre-Arbitration Response Processing Date to submit, to Visa, for Arbitration.	A Participant has 60 days to appeal the decision given at Arbitration.

Where a Participant does not respond through Visa Resolve Online (VROL) within the specified timeframe for an action, or accepts responsibility for the Dispute, the Dispute cycle will be considered closed and that Participant will be responsible for the disputed amount to be paid in good time.

6.1.9 Dispute and Pre-Arbitration Submission of Evidence

When raising a Pre-Arbitration request, a Payer Financial Institution may only present new evidence or information, where that evidence or information is directly related to the Dispute response provided by the Payment Initiator.

6.1.10 Participant Responsibility to Instruct Reimbursement

Where a Payment Initiator is responsible for a Dispute, either at Dispute Response, Pre-Arbitration Response or Arbitration, that Payment Initiator must instruct the applicable reimbursement or payment in good time.

A Payment Initiator will instruct the reimbursement to the applicable Payer Financial Institution account, as provided by Visa at point of onboarding and updated where applicable.

A Payment Initiator is responsible for ensuring the correct Payer Financial Institution account is reimbursed.

6.1.11 Arbitration

When seeking Arbitration, a Participant must provide, in English, the information required in the Visa Resolve Online Questionnaire for each Payment, and all relevant supporting documentation.

A Participant must not submit documentation or information to Visa that was not previously submitted to the opposing Participant.

If the Participant was not required to use Visa Resolve Online (VROL) to process the financial message, the Participant must provide the following, in an electronic form, with the Arbitration:

- Evidence that the dispute requirements were met for each stage of the dispute cycle
- The following internal records:
 - Payment record
 - Financial records for each stage of the dispute where a financial message was sent

6.1.12 Participant Responsibility to Accept the results of Arbitration

A Participant must accept the decision made by Visa at Arbitration. Where the decision results in either the reimbursement of funds or payment of additional funds, the applicable Participant must ensure prompt reimbursement or payment.

6.1.13 Arbitration Appeal Process

A Participant may appeal the decision made by Visa at Arbitration only if both:

- The Participant can provide new evidence, not previously available at the time the original case was filed.
- The disputed amount reaches or exceeds the minimum threshold.

6.1.14 Arbitration Appeal Time Limit

The adversely affected Participant must submit any appeal within the prescribed period following notification of the original decision.

6.1.15 Arbitration Appeal Review Fee

The Participant submitting the appeal must not collect the appeal fee from the opposing Participant if the original decision is reversed.

6.2 Payment Disputes Reasons

6.2.1 Dispute Condition 101: Payment Outside Terms of Mandate

A Payer Financial Institution raising a Dispute under Dispute Condition 101: Unauthorized Payment – Outside Terms of Mandate must ensure all of the following:

Dispute Condition 101: Payment Outside Terms of Mandate – Payer Financial Institution

Dispute Condition 101: Payment Outside Terms of Mandate	Requirement
Dispute Reasons	A valid Mandate is in place, but the Payment is outside the terms of that Mandate.
Dispute Limitations	The Dispute amount is limited to the disputed Payment.
Supporting Documentation/Certification	Certification of any of the following: <ul style="list-style-type: none">• The agreed terms of the Mandate.

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	<ul style="list-style-type: none"> • The Payment amount was greater than the maximum amount agreed for any given Payment. • The Payment has been duplicated. • The Payment was against any other terms agreed.
Dispute Time Limit	120 calendar days from the Payment Processing Date

A Payment Initiator must provide documentation or certification in response to a Dispute raised under Dispute Condition 101: Payment Outside Terms of Mandate as follows:

Dispute Condition 101: Payment Outside Terms of Mandate – Recipient Beneficiary

Dispute Condition 101: Payment Outside Terms of Mandate	Requirement
Supporting Documentation/Certification	Evidence of one of the following: <ul style="list-style-type: none"> • A credit issued by the Beneficiary was not addressed by the Payer Financial Institution in the Dispute. • The Dispute is invalid. • The Payer no longer disputes the Payment. • The Payer agreed to the terms of the Payment as part of the Mandate. • The disputed Payment amount was in line with the agreed terms of the Mandate. • The disputed Payment was made on a date in line with the agreed terms of the Mandate. • The disputed Payment was made in line with any other applicable terms of the Mandate.

6.2.2 Dispute Condition 201: Cancelled or Invalid Mandate

A Payer Financial Institution raising a Dispute under Dispute Condition 201: Cancelled or Invalid Mandate must ensure all of the following:

Dispute Condition 201: Cancelled or Invalid Mandate – Payer Financial Institution

Dispute Condition 201: Cancelled or Invalid Mandate	Requirement
Dispute Reasons	Either of the following: <ul style="list-style-type: none"> • The Payer cancelled the Mandate and withdrew permission for a Payment to be made • The Mandate is invalid.

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Dispute Limitations	The Dispute amount is limited to the unused portion of the service or merchandise.
Supporting Documentation/Certification	<p>Certification of any of the following:</p> <ul style="list-style-type: none"> • The Payer cancelled the Mandate and withdrew permission for a Payment to be made and all of the following: <ul style="list-style-type: none"> ○ The date the Payer withdrew permission. ○ Details used to contact the Beneficiary, such as an email address, telephone number, or physical address. ○ Details of other form of payment provided to the Beneficiary (if one was provided). • The Mandate is invalid • The Payment Initiator or Beneficiary received notification that, before the Payment was processed, the Payer’s account was closed, facilities were withdrawn or the Payer is deceased.
Dispute Time Limit	120 calendar days from the Payment Processing Date

A Payment Initiator must provide documentation or certification in response to a Dispute raised under Dispute Condition 201: Cancelled or Invalid Mandate as follows:

Dispute Condition 201: Cancelled or Invalid Mandate – Recipient Beneficiary

Dispute Condition 201: Cancelled or Invalid Mandate	Requirement
Supporting Documentation/Certification	<p>Evidence of one of the following:</p> <ul style="list-style-type: none"> • A credit issued by the Beneficiary was not addressed by the Payer Financial Institution in the Dispute. • The Dispute is invalid. • The Mandate is valid. • The Payer no longer disputes the Payment. • The Payer requested cancellation for a different date and services were provided until this date. • The Beneficiary posts charges to Payers after services have been provided and that the Payer received services until the cancellation date.

	<ul style="list-style-type: none"> The Payer Financial Institution's claim is invalid that the Payment Initiator or Beneficiary was notified that the account was closed.
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6.2.3 Dispute Condition 202: Incorrect Payment Details

A Payer Financial Institution raising a Dispute under Dispute Condition 202: Incorrect Payment Details must ensure all of the following:

Dispute Condition 202: Incorrect Payment Details – Payer Financial Institution

Dispute Condition 202: Incorrect Payment Details	Requirement
Dispute Reasons	A valid Mandate is in place, but the Payment Initiator has captured the incorrect Payment details
Dispute Limitations	The Dispute amount is limited to the disputed Payment.
Supporting Documentation/Certification	Certification of any of the following: <ul style="list-style-type: none"> The agreed terms of the Mandate and correct Payment details. That the incorrect Payment details were used (either Payer or Beneficiary).
Dispute Time Limit	120 calendar days from the Payment Processing Date

A Payment Initiator must provide documentation or certification in response to a Dispute raised under Dispute Condition 202: Incorrect Payer Details:

Dispute Condition 202: Payment Outside Terms of Mandate – Recipient Beneficiary

Dispute Condition 101: Payment Outside Terms of Mandate	Requirement
Supporting Documentation/Certification	Evidence of one of the following: <ul style="list-style-type: none"> A credit issued by the Beneficiary was not addressed by the Payer Financial Institution in the Dispute. The Dispute is invalid. The Payer no longer disputes the Payment. A Payment receipt proving that the correct Payment details were processed (either Payer or Beneficiary).

6.2.4 Dispute Condition 301: Goods or Services Not Received

A Payer Financial Institution raising a Dispute under Dispute Condition 301: Goods or Services Not Received must ensure all of the following:

Dispute Condition 301: Goods or Services Not Received – Payer Financial Institution

Dispute Condition 301: Goods or Services Not Received	Requirement
Dispute Reasons	The Payer participated in the Payment but the Payer or an authorized person did not receive the merchandise or services because the Beneficiary was unwilling or unable to provide the merchandise or services.
Supporting Documentation/Certification	<p>All of the following, as applicable:</p> <ul style="list-style-type: none"> • Certification of any of the following, as applicable: <ul style="list-style-type: none"> ○ Services were not rendered by the expected date/time. ○ Merchandise was not received by the expected date/time. ○ Merchandise was not received at the agreed location (Payer Financial Institution must specify the address of the agreed location). ○ Payer attempted to resolve with Beneficiary. ○ If the merchandise was delivered late, the date the Payer returned or attempted to return the merchandise. ○ The date the Beneficiary cancelled the goods or services. ○ A detailed description of the merchandise or services purchased. • For a Payment that represents the purchase of merchandise or services to be delivered at a later date, an explanation of why the Dispute was initiated before the expected delivery date. • A Payer letter, if both: <ul style="list-style-type: none"> ○ The Payer has disputed 3 or more Payments for non-receipt of merchandise or services at the same Beneficiary. ○ The disputed Payments all occurred within the same 30-calendar day period.

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<p>Dispute Time Limit</p>	<p>If applicable, before initiating a Dispute, a Payer Financial Institution must:</p> <ul style="list-style-type: none"> • Wait 15 calendar days from either: <ul style="list-style-type: none"> ○ The Payment Date, if the date the services were expected or the delivery date for the merchandise is not specified. ○ The date the Payer returned or attempted to return the merchandise, if the merchandise was returned due to late delivery. ○ The date the Beneficiary cancelled the goods or services. <p>A Dispute must be processed no later than either:</p> <ul style="list-style-type: none"> • 120 calendar days from the Payment Processing Date. • 120 calendar days from the last date that the Payer expected to receive the merchandise or services.
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A Payment Initiator must provide documentation or certification in response to a Dispute raised under Dispute Condition 301: Goods or Services Not Received as follows:

Dispute Condition 301: Goods or Services Not Received – Recipient Beneficiary

Dispute Condition 301: Goods or Services Not Received	Requirement
<p>Supporting Documentation/Certification</p>	<p>Evidence of one of the following:</p> <ul style="list-style-type: none"> • A credit or reversal issued by the Beneficiary was not addressed by the Payer Financial Institution in the Dispute. • The Dispute is invalid. • The Payer no longer disputes the Payment. • The Payer or an authorized person received the merchandise or services at the agreed location or by the agreed date/time. • For a Dispute related to the future services, evidence to show that Beneficiary did not cancel and services were available.

6.2.5 Dispute Condition 302: Goods Returned and Payment not Refunded

A Payer Financial Institution raising a Dispute under Dispute Condition 302: Goods Returned and Payment Not Refunded must ensure all of the following:

Dispute Condition 302: Goods Returned and Payment not Refunded – Payer Financial Institution

Dispute Condition 302 Goods Returned and Payment not Refunded	Requirement
Dispute Reasons	Both of the following: <ul style="list-style-type: none"> • The Payer returned the merchandise or services but the Payment Initiator or Beneficiary has not provided a refund. • The Beneficiary did not properly disclose or did disclose, but did not apply, a limited return or cancellation policy at the time of the Payment.
Supporting Documentation/Certification	All of the following, as applicable: <ul style="list-style-type: none"> • Certification of any of the following, as applicable: <ul style="list-style-type: none"> ○ A detailed description of the merchandise or services purchased. ○ The date the merchandise or service was expected or received. ○ The date the merchandise or service was cancelled or returned. ○ The name of the shipping company. ○ The invoice/tracking number. ○ The date the Beneficiary received the merchandise. ○ For returned merchandise, that the Payer attempted to resolve the dispute with the Beneficiary. ○ Certification that the Beneficiary did one of the following: <ul style="list-style-type: none"> ▪ Refused the return of the merchandise. ▪ Instructed the Payer not to return the merchandise. ▪ The disposition of the merchandise.
Dispute Time Limit	Before initiating a Dispute, a Payer Financial Institution must wait 15 calendar days ¹ from the date

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	<p>the merchandise was returned, merchandise was cancelled, or services were cancelled.</p> <p>A Dispute must be processed no later than 120 calendar days from one of the following:</p> <ul style="list-style-type: none"> • The Payment Processing Date. • The date the Payer received or expected to receive the merchandise or services, not to exceed 540 calendar days from the Payment Processing Date.
<p>¹ This does not apply if the waiting period would cause the Dispute to exceed the Dispute time limit or if the Beneficiary refuses the cancellation or return.</p>	

A Payment Initiator must provide documentation or certification in response to a Dispute raised under Dispute Condition 302: Goods Returned and Payment not Refunded as follows:

Dispute Condition 302: Goods Returned and Payment not Refunded – Recipient Beneficiary

Dispute Condition 302: Goods Returned and Payment not Refunded	Requirement
Supporting Documentation/Certification	<p>Evidence of one of the following:</p> <ul style="list-style-type: none"> • A credit issued by the Beneficiary was not addressed by the Payer Financial Institution in the Dispute. • The Dispute is invalid. • The Payer no longer disputes the Payment. • The Payment Receipt or other record to prove the Beneficiary properly disclosed a limited return or cancellation policy at the time of the Payment. • To demonstrate that the Payer received the Beneficiary’s return policy and did not cancel according to the disclosed policy.

6.2.6 Dispute Condition 303: Not as Described or Defective Merchandise/Services

A Payer Financial Institution raising a Dispute under Dispute Condition 4.0.3: Not as Described or Defective Merchandise/Services must ensure all of the following:

Dispute Condition 303: Not as Described or Defective Merchandise/Services – Payer Financial Institution

Dispute Condition 303 Not as Described or Defective Merchandise/Services	Requirement
Dispute Reasons	<p>One of the following:</p> <ul style="list-style-type: none"> • The merchandise or services did not match what was described on the Payment Receipt or other record presented at the time of purchase. • The merchandise received by the Payer was damaged or defective. • The Payer disputes the quality of the merchandise or services received.
Dispute Limitations	<p>The Dispute amount is limited to one of the following:</p> <ul style="list-style-type: none"> • The unused portion of the cancelled service. • The value of the merchandise that the Payer returned or, if applicable, attempted to return. <p>Before the Payer Financial Institution may initiate a Dispute, the Payer must return or attempt to return the merchandise or cancel the services. Attempt to return is only valid when the Beneficiary does one of the following:</p> <ul style="list-style-type: none"> • Refused the return of the merchandise. • Refused to provide a return merchandise label. • Instructed the Payer not to return the merchandise. • Beneficiary no longer exists or is not responding to the Payer. • Beneficiary did not provide clear instructions on how to return.
Supporting Documentation/Certification	<p>All of the following, as applicable:</p> <ul style="list-style-type: none"> • An explanation of what was not as described or defective or information regarding the quality-related issue. • The date the Payer received the merchandise or services. • That the Payer attempted to resolve the dispute with the Beneficiary. • The date the Payer returned or attempted to return the merchandise or cancelled services.

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	<ul style="list-style-type: none"> • For services, the date the Payer cancelled the services or requested a credit from the Beneficiary. • For merchandise, the date the Payer returned or attempted to return the merchandise. • For merchandise that the Payer returned, all of the following, as applicable: <ul style="list-style-type: none"> ○ The name of the shipping company (if available). ○ A tracking number (if available). ○ The date the Beneficiary received the merchandise. • For merchandise that the Payer attempted to return, all of the following: <ul style="list-style-type: none"> ○ A detailed explanation of how and when the Payer attempted to return the merchandise. ○ The disposition of the merchandise (for example: merchandise is located that Payer’s home address). ○ Certification that the Beneficiary did one of the following: <ul style="list-style-type: none"> ▪ Refused the return of the merchandise. ▪ Refused to provide a return merchandise label. ▪ Instructed the Payer not to return the merchandise. ▪ Beneficiary no longer exists or is not responding to the Payer.
<p>Dispute Time Limit</p>	<p>Before initiating a Dispute, the Payer Financial Institution must wait 15 calendar days¹ from the date the Payer returned or attempted to return the merchandise or cancelled the services.</p> <p>A Dispute must be processed within either:</p> <ul style="list-style-type: none"> • 120 calendar days of either: <ul style="list-style-type: none"> ○ The Payment Processing Date. ○ The date the Payer received the merchandise or services.² • 60 calendar days of the date the Payer Financial Institution received the first Payer notification of the dispute, if both:²

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	<ul style="list-style-type: none"> ○ There is evidence in the notification of previous ongoing negotiations between the Payer and the Beneficiary to resolve the dispute. ○ The negotiations occurred within 120 days of the Payment Processing Date.
<p>¹ This does not apply if the waiting period would cause the Dispute to exceed the Dispute time limit or if the Beneficiary refuses the cancellation or return.</p> <p>² Not to exceed 540 calendar days from the Payment Processing Date.</p>	

A Payment Initiator must provide documentation or certification in response to a Dispute raised under Dispute Condition 303: Not as Described or Defective Merchandise/Services as follows:

Dispute Condition 303: Not as Described or Defective Merchandise/Services – Recipient Beneficiary

Dispute Condition 303: Not as Described or Defective Merchandise/Services	Requirement
Supporting Documentation/Certification	<p>One of the following:</p> <ul style="list-style-type: none"> • Evidence that one of the following: <ul style="list-style-type: none"> ○ A credit issued by the Beneficiary was not addressed by the Payer Financial Institution in the Dispute. ○ The Dispute is invalid. ○ The Payer no longer disputes the Payment. • Both of the following: <ul style="list-style-type: none"> ○ Evidence to prove that the merchandise or service matched what was described (including the description of the quality of the merchandise or service) or was not damaged or defective. ○ Beneficiary rebuttal to the Payer’s claims. • If applicable, evidence to prove that the Payer did not attempt to return the merchandise or certification that the returned merchandise has not been received.

6.2.7 Dispute Condition 401: Fraudulent Payment – Payer Denies Participation in Payment

A Payer Financial Institution raising a Dispute under Dispute Condition 401: Fraudulent Payment – Payer Denies Participation in Payment must ensure all of the following:

Dispute Condition 401: Unauthorized Payment – Fraudulent Payment – Payer Denies Participation in Payment

Dispute Condition 101: Fraudulent Payment – Payer Denies Participation in Payment	Requirement
Dispute Reasons	A valid Mandate is in place, but the Payer denies participating in the Payment.
Dispute Limitations	The Dispute amount is limited to the disputed Payment.
Supporting Documentation/Certification	Certification of both of the following: <ul style="list-style-type: none"> • A valid Mandate is in place • That the Payer denies participation in the Payment
Dispute Time Limit	120 calendar days from the Payment Processing Date

A Payment Initiator must provide documentation or certification in response to a Dispute raised under Dispute Condition 401: Fraudulent Payment – Payer Denies Participation in Payment as follows:

Dispute Condition 401: Fraudulent Payment – Payer Denies Participation in Payment – Recipient Beneficiary

Dispute Condition 401: Fraudulent Payment – Payer Denies Participation in Payment	Requirement
Supporting Documentation/Certification	One of the following: <ul style="list-style-type: none"> • Evidence that one of the following: <ul style="list-style-type: none"> ○ A credit issued by the Beneficiary was not addressed by the Payer Financial Institution in the Dispute. ○ The Dispute is invalid. ○ The Payer no longer disputes the Payment. • Evidence that the Payer did participate in the Payment.

7 Remediation Measures

7.1.1 Remediation Measures for Participants

Where a Participant determines that another Participant or its Beneficiary and/or Third-Party Agent has failed to meet any given requirement set out in the Visa A2A Rules, it should contact Visa at VisaA2A@Visa.com.

In the event that a Participant fails to meet the requirements set out in the Visa A2A Rules, Visa reserves the right to communicate and work with such Participant, at Visa's sole discretion, to establish a remediation plan towards compliance and/or apply any remediation measure(s).

The details and structure of this remediation plan and/or any remediation measure(s) will be communicated by Visa to the Participant, and the Participant agrees to work in good faith with Visa during the remediation process to establish, cooperate with, and adhere to, any remediation plan and/or additional remediation measure(s).

Where a Participant does not satisfy the agreed terms of any given remediation plan and that Participant continues to fail to meet the associated Visa A2A requirements, Visa reserves the right to apply non-compliance assessments in line with the *General Schedule of Non-Compliance Assessments for failure to meet Visa A2A Requirements*.

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Term	Definition
0-9	
A	
AML	Anti-Money Laundering
API	Application Programming Interface
Applicable Data Protection Laws	Means any law or regulation pertaining to data protection, privacy, and/or the Processing of Personal Information, to the extent applicable in respect of a party's obligations under the Agreement and this DPA. For illustrative purposes only, "Applicable Data Protection Laws" include, without limitation, and to the extent applicable, the General Data Protection Regulation (Regulation (EU) 2016/679 (the " <u>GDPR</u> "), UK GDPR, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. (" <u>CCPA</u> "), Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 (" <u>PIPEDA</u> "), Swiss DP Laws, Australian Privacy Act 1988 (including the Australian Privacy Principles), Singapore Personal Data Protection Act 2012, Japan Act on the Protection of Personal Information, Korean Personal Information Protection Act, People's Republic of China Personal Information Protection Law, South Africa Protection of Personal Information Act, Hong Kong Personal Data Privacy Ordinance (PDPO), New Zealand Privacy Act 2020, Philippines Data Privacy Act, and any associated regulations or any other legislation or regulations that transpose, supersede or are deemed substantially similar to the above
ATF	Anti-Terrorist Financing
B	
BAI	Business Application Identifier
BID	Business Identification

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Term	Definition
Beneficiary	An entity with an account at a Financial Institution that provides goods and/or services to a Payer
C	
Claims	Means any and all actual, threatened or pending claims, lawsuits, demands, proceedings or actions including in relation to or brought by any third parties
Controller	Has the meaning given to it in Applicable Data Protection Laws
Cybersecurity Incident	An event compromising the confidentiality, integrity, or availability of an information system, such as deployment of ransomware or unauthorized access to or exfiltration of confidential information
D	
Digital Wallet	Functionality that does all of the following: <ul style="list-style-type: none"> • Can be used at more than one Beneficiary • Uses an account assigned to the Payer • Is used to complete a Payment
Digital Wallet Operator	A Participant, Third Party Agent or Beneficiary that operates a Digital Wallet
Dispute	A disagreement between a Payer and Beneficiary regarding the payment for and provision of goods and services
Downstream Actor	An entity involved in executing a Payment Instruction including Local Schemes, Network Partners banks or a Beneficiary Financial Institution
E	
European Union	The following: Austria; Belgium; Bulgaria; Croatia; Cyprus; Czech Republic; Denmark; Estonia; Finland (including Aland Islands); France; Germany; Greece; Hungary; Republic of Ireland; Italy; Latvia; Lithuania; Luxembourg; Malta; Netherlands; Poland; Portugal (including Azores, Madeira); Romania; Slovakia; Slovenia; Spain (including Canary Islands, Ceuta, Melilla); Sweden.

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Term	Definition
F	
Financial Crime Prevention Laws	All laws and regulations relating to financial crime prevention, including anti-bribery laws
Funds	Monies received in order to process Payment Instructions or Payment Requests
G	
H	
I	
Indemnification	The act of indemnifying, defending and holding harmless (see Indemnify)
Indemnify	To indemnify, defend and hold harmless (see Indemnification)
ISOs	Independent Sales Organizations
J	
K	
L	
Liability	Any and all damages (including lost profits or savings, indirect, consequential, special, exemplary, punitive, or incidental), penalties, fines, expenses and costs (including reasonable fees and expenses of legal and other advisers, court costs and other dispute resolution costs), or other losses.
Licensed Marks	Means each of the following marks: <ul style="list-style-type: none"> • “Enabled by Visa”; • “Visa Account-to-Account”; and any other mark(s) as determined by Visa at Visa’s sole discretion.
Local Scheme	Any payment and clearing settlement system applicable to the Services, including by way of example NACHA and SEPA.
Local Scheme Rules	All rules, regulations, by-laws, operating regulations, procedures and similar issued by a Local Scheme.

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Term	Definition
M	
Mandate	Consent, including any applicable pre-defined parameters, provided by a Payer to a Payment Initiator, to initiate the transfer of funds from the Payer's Account to a Beneficiary Account.
Mark	A word, name, design, symbol, distinctive sign, animation, sound, haptic, other designation, or any combination thereof, that Visa or any entity adopts to identify its goods or services.
MSB	Money Service Businesses
N	
Notification	Written notice delivered by mail, courier, facsimile, hand, email or other electronic delivery method. In the case of Visa, notification is effective when posted, sent or transmitted by Visa to the Participant or its Payer, Beneficiary or Third-Party Agent.
O	
P	
Participant	A Payer Financial Institution or Payment Initiator
Participant Confidential Information	<p>Any information, technology, materials, or works of authorship that any Participant (as such term is defined in <i>Section 1.3.1</i>) shares with Visa that is designated as confidential or would normally be considered confidential or proprietary under the circumstances (whether disclosed in writing, orally, or by inspection of tangible objects), including, any confidential information shared by any Participant regarding Payer, Beneficiary or Third-Party Agent.</p> <p>"Participant Confidential Information" does not include information that: (i) becomes public through no fault of Visa; (ii) is rightfully given to Visa by a third party without confidentiality obligations; or (iii) that is independently developed by Visa without use of Participant Confidential Information.</p>
Payer	An individual with an account at a Financial Institution.

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Term	Definition
Payment	The transfer of funds from a Payer account to a Beneficiary account in line with a Mandate.
Payer Financial Institution	An entity that has entered into, as applicable, an Enrolment Form or Participation Agreement for Visa A2A and that enters into a contractual relationship with a Payer for the provision of an account.
Payment Information	Information necessary for processing Payments
Payment Initiator	An entity that has entered into, as applicable, an Enrolment Form or Participation Agreement for Visa A2A and that submits Payment Instructions to a Financial Institution, in line with a Mandate
Payment Instruction	A Payment submitted as part of a Mandate
Payment Receipt	An electronic record of a Payment (or copy)
Personal Data	Information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that person.
Personal Information	All data or information, in any form or format, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or individual (Data Subject) or household, or that is otherwise regulated as "personal data," "personal information," or otherwise under Applicable Data Protection Laws
Process, Processing or Processed	Any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction
Processor	Has the meaning given to it in Applicable Data Protection Laws
Q	

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Term	Definition
R	
S	
SDK	The software developer kit(s) for Visa A2A, and any associated documentation, application programming interfaces (APIs), API specifications, sample code and other materials and documentation made available by Visa to Participants for participation in Visa A2A, and in each case as may be modified or withdrawn from time to time.
Stakeholder	Any individual or entity stakeholder(s) involved in, or part of, Visa A2A, including, Visa, Participant, Payer, Beneficiary and/or Third-Party Agent.
Swiss DP Laws	Means the Federal Act on Data Protection of September 25, 2020 (as updated, amended and replaced from time to time), including all implementing ordinances. In circumstances where and solely to the extent that the Swiss DP Laws apply, references to the GDPR and its provisions shall be construed as references to the Swiss DP Laws and their corresponding provisions.
T	
Third-Party Agent	Any individual or entity engaged by the Participant to perform any activities on its behalf within Visa A2A.
U	
V	
Visa	Refers to the entire Visa group, comprising Visa Inc. and each of its wholly owned subsidiaries and affiliates. When used within Visa A2A, Visa refers to any Visa Inc. subsidiary, affiliate, regional office, management, or committee as applicable.
Visa A2A Documents	These Visa A2A Rules, the Visa A2A participation agreement or enrolment form (as applicable), participation guides, UX guidelines, API specification guides, branding requirements, operational documents, implementation guides, technical integration requirements, user manuals, help files, and other documentation made available by Visa for use in connection with Visa A2A, in each case as may be modified or withdrawn from time to time. Modified Visa A2A Documents shall be

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Term	Definition
	effective as of the date first made available by Visa to Participants for use, unless otherwise stated therein.
Visa A2A Rules	Visa A2A Rules as updated from time to time.
Visa Access	Visa Access
Visa Confidential	<p>A classification label assigned to information created by Visa and shared with Participant and Beneficiaries and/or Third-Party Agents under non-disclosure agreements, the use and handling of which is subject to certain minimum standards of diligence and care to prevent unauthorized disclosure or business harm to Visa.</p> <p>“Visa Confidential” shall also mean any information, technology, materials, or works of authorship, including the Visa Documentation, that Visa and its subsidiaries, affiliates, contractors, employees, officers, directors, agents, representatives, and third parties share with the Participant(as such term is defined in <i>Section 1.3.1</i>) that is designated as confidential or would normally be considered confidential or proprietary under the circumstances.</p> <p>“Visa Confidential” does not include information that: (i) becomes public through no fault of the Participant; (ii) is rightfully given to the Participant by a third party without confidentiality obligations; or (iii) that is independently developed by the Participant without use of Visa Confidential information.</p>
Visa Inc.	A Delaware stock corporation
Visa Integrity Risk Program (VIRP)	<p>A global program that monitors Participants to ensure that these entities do not do any of the following:</p> <ul style="list-style-type: none"> • Process illegal Payments; • Engage in potentially deceptive marketing practices, as specified in the <i>Visa Integrity Risk Program Guide</i>; and • Process Payments that may adversely affect the goodwill of the Visa system.
Visa R e s t r i c t e d	A classification label assigned to Visa proprietary information (highly sensitive business or technical information) or personal

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Term	Definition
	data that requires the highest degree of protection and the strictest standards of diligence and care to prevent unauthorized disclosure or business harm to Visa. *Visa R e s t r i c t e d* information that contains identifiable data or personally identifiable information and is subject to regulatory requirements or industry compliance standards is further classified as “*Visa R e s t r i c t e d* – Personal Data.”
W	
Waiver	A temporary, formal consent granted by Visa that permits a Participant or its Beneficiaries and/or Third-Party Agents to not comply with one or more specific rules in the Visa A2A Rules for a specified period of time.
X	
Y	
Z	

