

Visa® Everywhere Initiative – 2023 Special Edition

Terms & Conditions

The Visa Everywhere Initiative - 2023 Special Edition (“**Initiative**”) is an engagement beginning 12:00 a.m. United States Pacific Time (“**PT**”) on or about February 27, 2023 and ending 11:59 p.m. PT on December 31, 2023 (“**Overall Submission Period**”) presented by Visa U.S.A. Inc. (“**Visa**”) that is designed to accelerate innovation by bringing together startups and fintechs (hereinafter, each shall be referred to as a “**Company**” or collectively as “**Companies**”) who create cutting-edge solutions involving Visa products (hereinafter, each shall be referred to as a “**Participant**” or collectively as “**Participants**”). The Initiative is governed by the terms and conditions set forth below (“**Terms**”), is subject to all applicable laws, and is void to the extent prohibited or restricted by law. Visa may perform any of its activities or exercise any of its rights in connection with the Initiative, whether or not described in these Terms, directly or via one or more designees [which may include KITE Solutions Inc. (“**KITE**”), StartOut (“**StartOut**”) or TechCrunch (“**TechCrunch**”)]. Visa, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents, and designees shall collectively be referred to herein as the “**Visa Parties**”.

1. Objective

For 2023, we will continue with an ‘always on’ style recruitment form that will be live through December 2023. This form of recruitment will not be specific to a program or region, but rather the intent to notify Participants about upcoming opportunities with Visa and/or Visa clients but also automatically get registered for the Initiative, which provides a great stage to demonstrate their ground-breaking solutions and get the attention their Company needs. Participants may be asked to update their Submission (defined below) or agree to additional terms and conditions prior to participating in programs that take place subsequent to the Special Edition Contests listed below.

2. Overview

Participants must complete and submit an online registration during the Overall Submission Period detailing how Participant and Participant’s product(s) and service(s) create cutting-edge solutions involving Visa products (the “**Submission**”). Submissions received after the Participant deadlines listed below (“**Participant Deadlines**”) will be considered for future opportunities but will not be eligible to participate in any of the virtual or in-person events and any awards for the Initiative as detailed herein. Based on a number of factors, including criteria described in Section 6 below and information gained from inquiries and discussions with Participants, Visa will determine a designated number of Special Edition-Finalists (each a “**Special Edition-Finalist**”) from the fifty (50) United States:

Region	Participant Deadlines	Number of Special Edition-Finalists	Special Edition Finals
UNITED STATES	April 17, 2023	5 Black History Special Edition-Finalists* <i>*Participants selected must meet the additional criteria of being deemed a minority-owned business whereby the Company is at least 51% owned, operated and controlled on a daily basis by the following ethnic minority classification: Black-Owned and focused on</i>	On or about May 24, 2023

		<i>uplifting and supporting black or underbanked communities in the U.S.</i>	
UNITED STATES	April 17, 2023	5 LGBTQ+ Special Edition-Finalists* <i>*Participants selected must meet the additional criteria of being deemed a minority-owned business whereby the Company is at least 51% owned, operated and controlled on a daily basis by the following gender classification: LGBTQ+-Owned and focused on uplifting and supporting LGBTQ+ or underbanked communities in the U.S.</i>	On or about June 14, 2023
UNITED STATES	April 17, 2023	5 Women’s Special Edition-Finalists* <i>*Participants selected must meet the additional criteria of being deemed a minority-owned business whereby the Company is at least 51% owned, operated and controlled on a daily basis by the following ethnic minority classification: Women-Owned and focused on uplifting and supporting women or underbanked communities in the U.S.</i>	On or about July 12, 2023

Potential Special Edition-Finalists will be notified of their selection and be required to: (a) confirm within a specified timeframe that they will present either virtually or in-person, as determined by Visa in its sole discretion, for the respective Special Edition Finals (as detailed in the chart above) and (b) agree to additional terms and conditions that will govern potential post-Initiative development of products, as appropriate based on the nature of the submission (the “**Post-Submission Materials**”). See below for details of how the Special Edition-Finalists are determined (the “**Special Edition Finals**”). The Special Edition-Finalists will be invited to present their Submissions either virtually or in-person, as determined by Visa in its sole discretion, at a specified version of the Special Edition Finals, at which time the Black History Special Edition Award Recipient, Black History Special Edition Audience Choice Award Recipient, Women’s Special Edition Award Recipient, Women’s Special Edition Audience Choice Award Recipient, LGBTQ+ Special Edition Award Recipient, and LGBTQ+ Special Edition Audience Choice Award Recipient will be determined.

Registering as a Participant in the Initiative does not mean that you will be invited or guaranteed the opportunity to participate in the Initiative as a Special Edition-Finalist. Visa reserves the right, in its sole discretion and without prior notice, to adjust the number of Special Edition-Finalists, to adjust the awards or benefits, or to adjust any of the dates and/or timeframes stipulated in these Terms for any reason, including for purposes of verifying a Participant’s compliance with these Terms, or as a result of technical problems, or in light of any other circumstances that, in Visa’s opinion, affect the proper administration of the Initiative as contemplated in these Terms.

You agree that you will not issue any press release or make any public statement or disclosure about the Initiative without Visa’s prior written consent, and that failure to comply with this may result in disqualification.

3. Agreement to Terms

By registering as a Participant, (a) you agree to comply with all applicable laws, these Terms, and any other guidelines or instructions provided to you by Visa in connection with the Initiative, (b) you represent and warrant that you have the authority to bind your Company and its members and shareholders to these Terms, and (c) you agree that all decisions of Visa and the Initiative’s judges (“**Judges**”) are final and binding on you, your Company, and its Participants.

To the extent that there is any inconsistency between these Terms and any Initiative-related materials, including but not limited to social media, website content, and television, print, or online advertising, the Terms shall govern.

4. How to Submit

You may register as a Participant for the Initiative by following the instructions at

<https://visaeverywhere.typeform.com/to/l31UBPUi>

Submissions are subject to Visa's [Terms of Service](#) and [Privacy Policy](#). You must enter the required information accurately and accept the terms and conditions displayed as part of the registration process.

Submissions must be received by the date and time indicated in the chart above to be considered for the respective Special Edition Finals. Visa's systems shall serve as the official clock for purposes of registration and Participant Deadlines. Submission must identify the particular category that Participant is most applicable to (as described in Section 5 below).

It is solely your responsibility to ensure that you have properly registered. Visa will not be responsible for any lost, delayed, misdirected, incomprehensible, incomplete, damaged, garbled or undeliverable Submissions, or any delay or failure to transmit, process, receive or consider Submissions.

Participants may be asked to complete Post-Submission Materials, and completing Post-Submission Materials, if requested, may be a requirement for being named a Special Edition-Finalist . Given the potentially short time between the end of each Submission Period and the selection of the Special Edition-Finalists, you are encouraged to submit your registration as soon as possible and to complete the Post-Submission Materials. Submissions may be further developed or modified between initial submission and Special Edition Finals.

5. Eligibility – Participants

Each Participant must be an employee of the Company acting in the exercise of his/her/their commercial or independent professional activity and must be a legal resident of the North America Region. Participant must also be at least 18 years old (or at least the age of majority in their jurisdiction of residence, whichever is older) at the time of registration. In addition, employees of Visa or its designee(s) may register but are not eligible to participate in any of the virtual or in-person competitions and any awards for the Initiative as detailed herein.

Additional Participation Guidelines - Visa may request valid proof of eligibility, including with respect to identity, corporate organization, age and other relevant documentation, and may disqualify a Participant at any time without notice for any reason, including, without limitation, if Visa determines (in its sole discretion) that the provided proof is not sufficient or the Participant does not otherwise meet the Initiative's eligibility criteria, or the Participant fails to comply with these Terms or attempts in any way to disrupt or undermine the Initiative or to circumvent any of these Terms.

You are not required to make any purchase or pay any fee to register for, or participate or receive an award or other recognition in, the Initiative nor will you be required to make available any ownership or equity stake in your Company. However, you and your Company (if applicable) are responsible for all expenses you may choose to incur in the course of developing your Submission. Visa will reimburse all expenses associated with presenting virtually and/or in-person for the Initiative, up to \$2,000 per Company.

You are **not** eligible to participate in the Initiative if you or your Company meet one (1) or more of the following criteria:

- You or your Company has won a previous Visa Everywhere Initiative (unless there is a new viable product, service, solutions or innovation);
- You or your Company has signed a commercial agreement with Visa; or
- You or your Company is a Visa principal member.

6. Submission Guidelines

Company must be a startup segmenting in the following categories:

Enabler of Digital Services and Digital Issuers

- *Crowdfunding*
- *Banking as a Services*
- *Issuer / Processors*
- *Program Managers*

Digital Issuance:

- *Alternative Lending*
- *Personal Financial Management*
- *Money Transfer & Remittance*
- *Digital Banking (aka Neo Banks)*
- *Digital Wallets, P2P & Transfers*
- *Employee Benefits*
- *Payables*
- *SMB and/or Corporate Cards (aka expense management)*

Value -Add for Merchants and/or Consumers in regard to Finance

- *Data & Analytics*
- *ID, Authentication & Security*
- *InsurTech*
- *Loyalty*
- *Merchant Services & Tools*
- *Process & Pay Infrastructure*
- *Retail Technology*
- *Other*

Small/Medium -Sized Business Recovery

- *Money Movement (disbursements, Intra-account, p2pvendor, payments)*
- *Acceptance (e-commerce, mobile acceptance)*
- *Risk Management (chargebacks, etc.)*
- *Brand Management (Community building, etc.)*

- Other

With respect to Submissions related to Visa Direct, please confirm if your Company:

- a) has a Licensing, BIN Sponsorship, Incentives, Required Capital/Collateral, Solutioning and Connection Path;
- b) Is an early/mid-stage (start-ups, small to mid-sized companies) that have gained traction (funding, business growth, partnerships) and are able to onboard and commercialize nimbly; and
- c) Is a solution provider that would potentially sell Visa Direct directly to merchants or enable other providers to sell Visa Direct to merchants. Includes acquirers and non-acquirers. If you are not familiar with Visa Direct please click here: <https://usa.visa.com/run-your-business/visa-direct.html>.

Submissions should be designed to meet the following criteria, each as determined by Visa, in its sole discretion:

- a. Incorporates and addresses existing and/or new commerce/payments problems and solutions;
- b. Is a potentially viable product that can be easily integrated into a pilot with Visa and partner companies;
- c. Does not contain, depict, imply or refer (explicitly or otherwise) to any content that:
 - i. is inappropriate, objectionable, or unsuitable;
 - ii. disparages or refers negatively to Visa, the Initiative, or any other person or entity;
 - iii. unnecessarily refers to any third party (person or entity); or
 - iv. violates any law or any third party's intellectual property, privacy, personality or other rights ("**Third-Party Rights**")
- d. Does not conflict with any of Visa's core values or brand guidelines, and is not otherwise objectionable to Visa;
- e. Does not contain malicious code, create an information security risk or otherwise compromise the integrity of the Submission, whether alone or integrated with any Visa experience, product or service.
- f. Describes how or why their technology makes the world a better place.

Visa may disqualify any Submission, without notice, if it determines in its sole discretion that the Submission does not comply with any of the above requirements or otherwise with these Terms.

In addition, prior to any of the respective Special Edition Finals, Visa may – but is not obligated to – provide additional guidance or feedback to potential Special Edition-Finalists, either individually or as a group, regarding the development of their Submission(s).

7. Your Additional Representations and Warranties

By submitting a Submission to the Initiative, you represent and warrant that:

- a. You and the Submission satisfy all of the eligibility requirements and criteria set forth in these Terms;
- b. You are the original creator of the Submission;
- c. You are the sole owner of, or you have obtained all necessary and appropriate rights, licenses, and permissions to use, the Submission under the applicable laws and all content in the Submission and presented during any virtual or in-person event(s) with Visa (if any);
- d. The Submission is original and has not been previously published or received any previous award or recognition;
- e. The Submission does not infringe or violate any Third-Party Rights, and none of the Visa Parties will infringe any Third-Party Rights when they copy, display, modify, transmit or otherwise use the Submission in connection with the Initiative or in any other way contemplated herein; and
- f. The Submission is not the subject of any actual or threatened litigation, claim, or dispute.

Visa reserves all rights and remedies in the event that Visa determines that any of the above representations and warranties is materially false, including but not limited to the right to disqualify you and/or the Submission at any point

prior to or after naming the finalists or award recipients and seeking return of any money awarded pursuant to the Initiative.

8. Judging Process

Visa and the Judges will determine the Special Edition-Finalists based on a number of factors, including criteria described in these terms and conditions, and information gained from inquiries and discussions with Submission submitters by Visa and its Judges, in their sole discretion. Special Edition-Finalists must comply with all regulations in order to participate in any Special Edition Finals.

Special Edition-Finalists will be contacted via email and must respond within the timeframe specified (and complete/return required paperwork as indicated in Section 7) in order to have the opportunity to present virtually (for up to 5 minutes and then there is a 5-minute Q&A) or in-person in front of Visa representatives, as determined by Visa in its sole discretion.

For the Audience Choice Awards, those in attendance virtually and/or in-person, as applicable, at the respective Special Edition Finals will determine the Audience Choice Award Recipients in their sole discretion (as further described below). Throughout the Initiative, Visa may contact you regarding your Company, your Submission, its implementation, or other relevant topics to assist in evaluating your submission, and may share with other Visa personnel or Visa's designees information received from such inquiries, correspondence, and discussions.

All events are on specified dates and if a Special Edition-Finalist is unable to attend an event either virtually or in-person, as applicable, he/she/they forfeit the designation of Special Edition-Finalist, the right to participate in that event, and the right to receive an award.

Events will be livestreamed via TechCrunch.

In-person events are subject to any and all advisories, restrictions or requirements instituted by the U.S. Centers of Disease Control and Prevention and the U.S. Department of Health and Human Services. .

COVID-19 Acknowledgement: Participants acknowledge a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of participating in any in-person events, wherever, whenever or however the same may occur. Participants fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that will be implemented from time to time by the U.S. Centers of Disease Control and Prevention or the U.S. Department of Health and Human Services (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

Because Visa is seeking innovative ideas and cutting-edge solutions, there is no single criterion on which Visa and the Judges will evaluate your Submission. Submissions will be judged on a combination of the following criteria:

- a. How unique, innovative, and/or novel is the Submission?
- b. How scalable is the Submission?
- c. How well will the Submission integrate with Visa platforms?
- d. How easily can the Submission be implemented?
- e. How compelling are the Company's offerings?
- f. How interesting is the Company to Visa in general?
- g. How will the Submission potentially impact or improve the current consumer/merchant experience?
- h. How positive an impression did the Company and its presentation at the virtual or in-person event(s) with Visa make?
- i. Is the Company at a stage of technological development that aligns with Visa's interests?
- j. How does the Company align with Visa's diversity and inclusion initiatives? For information about Diversity & Inclusion at Visa, click here <https://usa.visa.com/about-visa/diversity-inclusion.html>.
- k. Are the milestones that were identified in the Submission sufficiently competitive and attainable?
- l. Does the solution provides a larger purpose beyond money?
- m. Is your company building solutions for individuals and communities that have been marginalized and are on a mission to change their financial mobility.

Decisions of Visa and the Judges with respect to all aspects of the Initiative will be final and binding on you, your Company, and its Participants.

With respect to the Audience Choice Awards, the Audience Choice Award Recipients will be determined via voting through an online voting management system. Those in attendance virtually and/or in-person, as applicable, at each Special Edition Finals ("**Attendees**") will be asked to vote for what they consider to be the "best" Submission but will not be given any further guidance on how to determine what they consider to be the "best" Submission and they will make that determination in their sole discretion. Attendees will be instructed to submit only one (1) vote per Attendee. You acknowledge and agree that notwithstanding the instruction, individual Attendees could choose to submit more than one (1) vote, that there is no mechanism by which Visa can determine whether an Attendee submitted more than one (1) vote, and that Visa will have no liability or responsibility to you or any other party for any Attendee's disregard of the voting instruction. All submitted votes (whether or not in compliance with the voting instruction) will be included in the tabulation for determining each Audience Choice Award Recipient. Visa's tabulation of the votes shall be final and binding on you, your Company, and its Participants.

9. Award Recipient Notification/Award Eligibility

All potential Special Edition-Finalists and award recipients will be contacted via email. Prior to being declared a recipient of any award (or a Special Edition-Finalist), Participant will, within two (2) days of notification, be required to sign and return a Declaration of Eligibility/Release of Liability (where legal), Assignment of Rights ("Release") and W9 form (for U.S. award recipients) or W-8 form if outside the U.S., which, among other things: (i) confirms compliance with these Terms; and (ii) confirms the release, representation and warranties and indemnification specified herein. Participant's failure to timely return the Release may result in his/her forfeiture of the award or Special Edition-Finalist status. All potential Special Edition-Finalists and award recipients are subject to verification by Visa, whose decisions are final and binding on you, your Company, and its Participants in all matters related to the Initiative. A Participant cannot become a Special Edition-Finalist unless and until Participant's eligibility has been verified and Participant has been notified that verification is complete.

A Participant is not eligible for an award in the Initiative unless all Participants from the Company have complied with, and remain in compliance with, these Terms, and Company has obtained from Company Participants all consents and approvals described herein, as well as completed any other documentation that Visa may require, in its discretion,

including but not limited to federal and state tax forms (e.g. W-9 in the U.S. and W-8 if outside the U.S.). Awards may also be subject to Visa and Company entering into an agreement regarding post-Initiative activity related to the Company's Submission or other activities with Visa ("**Collaboration Framework Agreement**"), which may include a minimum number of virtual or in-person event(s) with Visa, appropriate license, assignment where necessary and ownership provisions relating to intellectual property, as well as the provision of quotes or other materials that may be used by Visa in promoting the Initiative and the relationship with Company and other terms governing the development of technology (if an EU resident, you need not participate in such Agreement). You and your Company (if applicable) are responsible for all expenses in connection with this joint activity, except to the extent of any support, reimbursement, or subsidy that Visa may (but is not obligated to) provide.

If you change your telephone number, email address, and/or street address or other contact information after registering for the Initiative, it is your sole responsibility to promptly notify Visa by email notice or postal mailing to the address designated by Visa.

10. Awards and Benefits

NORTH AMERICA REGION: The Black History Special Edition, Women's Special Edition, and LGBTQ+ Special Edition Overall Award Recipients will each be awarded \$20,000 (USD). Additionally, those in attendance at the Special Edition Finals will determine the Black History Special Edition, Women's Special Edition, and LGBTQ+ Special Edition Audience Choice Award Recipients who will each be awarded \$5,000 (USD).

All taxes and costs related to any award or benefit are the sole responsibility of the recipient unless otherwise required by law. All award items or benefits must be accepted as awarded/provided (with no substitutions), and may not be sold or transferred. Visa's designee will fulfill the awards as a wire transfer to each award recipient. You agree that Visa has no liability for any award or payment thereof to the extent that Visa has provided and documented the fulfillment of such funds for such award to its designee.

11. Cancellation

In the event an insufficient number of eligible Submissions are received to award all of the awards and/or for any reason Visa cannot run the Initiative or the voting element as planned due to any force majeure events (including but not limited to fire, flood, natural or manmade epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state/provincial or local government law, order, regulation or guideline, public health crisis or pandemic (e.g. Coronavirus), order of any court or jurisdiction, or as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause not reasonably within Visa's control, regardless of whether any such cause was foreseeable, that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Initiative) or for any other reason, Visa may cancel, modify, extend or suspend the Initiative in its sole discretion and in the event there are eligible Submissions, Visa may elect to determine the Special Edition-Finalists and award recipients, as may be applicable in its sole discretion.

12. Intellectual Property Rights

You will retain any intellectual property rights you have in your Submission and presented at the virtual or in-person event(s) with Visa, except to the extent of any Visa technologies or intellectual property rights embodied or incorporated therein in accordance with these Terms and subject to Visa's ownership of any Visa IP (as defined below). However, by participating in this Initiative, you acknowledge and agree that any ideas, concepts, data, materials, or information related to your Submission or the Initiative that you share are not confidential or proprietary, and Visa and others may use, incorporate or disclose any of them now or in the future in any manner, and you waive any and all related claims that you may have against the Visa Parties or anyone participating in this Initiative. Notwithstanding the foregoing, subject to your ownership of intellectual property under this paragraph, in the event you are selected to further develop technology with Visa, such development may be subject to terms set forth in a Collaboration Framework Agreement.

If your Submission or presentation at the virtual or in-person event(s) with Visa includes likenesses of third parties or contains content or elements not owned by you, you must be able to provide written legal releases (in a form that is satisfactory to Visa) that permit you to use and exploit such content and elements in the manner used and exploited and that permits the Visa Parties to use and exploit the content and elements in accordance with these Terms and under any applicable laws as required.

By submitting a Submission, you acknowledge and agree that your Submission may be similar or identical in theme, idea, format or other respects to (a) other Submissions submitted in connection with this Initiative or other programs or submitted for other reasons or (b) other materials developed by the Visa Parties or their contractors. You waive any and all past, present, and future claims that any Submission or other works accepted, reviewed or used by the Visa Parties may be similar to your Submission, and that you are owed any compensation in connection with such Submission or other works accepted, reviewed or used by the Visa Parties.

You hereby grant to Visa, as a condition of your participation in the Initiative, the right of first negotiation, which shall be done in good faith, for Visa to acquire certain rights in and to your Submission. Notwithstanding the foregoing, Visa shall have no obligation to enter into a contract, or make use of the Submission in any way.

In addition, you hereby grant to the Visa Parties an unrestricted, royalty-free, perpetual, irrevocable, worldwide, sublicensable, assignable license (and you acknowledge that the Visa Parties have no obligation) to reproduce, duplicate, communicate, modify, display, transmit, publicly perform, make derivative works from, and otherwise use your Submissions (in whole or in part) without any fee or other form of compensation, and without further notification or permission, for the following purposes:

- i. Administering the Initiative;
- ii. Identifying you by name as the creator of the Submission;
- iii. Displaying some or all of the Submissions at the virtual or in-person event(s) with Visa, and in any and all media now known or hereafter devised, worldwide;
- iv. Developing, modifying, or improving the Submission; and
- v. Advertising or promotion in any media, including to advertise or promote the Initiative, future virtual or in-person events, and Visa's or its affiliates' products and services.

You agree that Visa is not responsible for any unauthorized use of your Submission (in whole or in part) by third parties.

You agree that Visa and its affiliates exclusively own and shall retain all worldwide right, title and interest in and to any content, intellectual property, or other materials provided by Visa ("**Visa Materials**") and Visa's trademarks, service

marks, logos, trade dress, trade names, service names or other indicia of origin (“**Visa Marks**”) (collectively, “**Visa IP**”), including without limitation all intellectual property rights therein. Nothing in these Terms grants you any rights to use any Visa Marks. No title to or ownership of any Visa IP is granted or otherwise transferred to you or any other entity or person under these Terms, and any rights not expressly granted herein are withheld. You agree to cooperate with Visa to maintain Visa’s ownership of the Visa IP, and you agree to promptly provide notice of any claims relating to the foregoing.

By participating in the Initiative, you acknowledge and agree that any Enhancements you provide to the Visa Parties in connection therewith shall be deemed Submissions submitted to the Initiative and subject to the same licenses and permitted uses described above. “**Enhancements**” means any derivatives, submissions, recommendations, suggestions, ideas, modifications, debugs, inventions, discoveries, concepts, data, know-how, requests, original expressions, working models, prototypes, or improvements of any Visa Materials, patentable or not. You may not use or disclose Enhancements or Visa Materials for any patents. Without limiting any of Visa’s other rights or remedies, if you use or disclose Enhancements for any patents, or file or prosecute any patents for inventions based on Enhancements, you hereby grant Visa a fully paid-up, exclusive, perpetual, worldwide, irrevocable, royalty-free, sublicensable, and fully transferable license to exercise all rights under such patents.

You agree to execute all documents and take all further actions as may reasonably be required by Visa in order to protect, perfect or enforce any of the rights assigned, granted, waived or confirmed (or purported to be assigned, granted, waived or confirmed) under these Terms and any applicable laws.

13. Publicity

You acknowledge and understand by attending any Initiative-related event or other Visa event including any events after the conclusion of any of the Special Edition Finals (either virtually or in-person) that you and representatives of your Company may be photographed, videotaped and otherwise recorded by Visa (collectively, “**Footage**”). Footage, including all copyright and other rights therein and thereto, will be owned by Visa, and the Visa Parties will have the right but not the obligation to use, edit, copy, publish, distribute, duplicate and exploit such Footage and all elements embodied therein, in whole or in part, in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, publicity, promotional, trade and other purposes without further notification, permission, or consideration.

Except where otherwise prohibited by law, you consent to the Visa Parties’ use of your Company’s name and Company logo, as well as your name, voice, image, likeness, biographical information, and other indicia of identity in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, publicity, promotional, trade, and other purposes without further notification, permission, or consideration. You also grant to the Visa Parties a revocable, non-exclusive, non-transferable (except with your consent) license to use your or your Company’s trademarks, service marks, logos, trade dress, trade names, service names, and other indicia of origin to publicize your Submission and usage of the Visa Materials.

By submitting a Submission, you are representing and warranting that you have secured written consent from each Participant from your Company equivalent to the consents in the preceding paragraph and you agree that you will secure the same written consent from any person who accompanies you or accompanies a Participant from your Company to any Initiative-related event or other Visa event including any events after the conclusion of the Special Edition Finals (either virtually or in-person). You agree that you will provide the Visa Parties with copies of the written consents required by this Section 12 upon request by the Visa Parties.

14. Disclaimers, Liability and Indemnification

WITHOUT LIMITING OR EXCLUDING ANY LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED (INCLUDING ANY PARTY'S LIABILITY FOR FRAUD, OR FOR DEATH OR PERSONAL INQUIRY CAUSED BY NEGLIGENCE), THE VISA PARTIES DO NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE OF ANY SUBMISSION OR FOR ANY OTHER LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE INITIATIVE, YOUR ACCESS OR USE OF THE VDP OR ANY VISA MATERIALS, YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD OR BENEFITS, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD OR BENEFITS. YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE VISA PARTIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), OR LOSSES OF ANY KIND, KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE OR DEATH) ARISING FROM OR RELATED TO: (I) ANY BREACH OR ALLEGED BREACH BY YOU OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION CONTAINED IN THESE TERMS; (II) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS OR OTHERWISE TO VISA; (III) YOUR PARTICIPATION IN THE INITIATIVE, INCLUDING YOUR USE OF THE VDP OR VISA MATERIALS; (IV) YOUR SUBMISSION OR THE USE OR DISTRIBUTION THEREOF; OR (V) YOUR RECEIPT, USE OR REDEMPTION OF ANY AWARD OR BENEFIT, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY AWARD OR BENEFIT.

ANY VISA MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY. YOU AGREE THAT THE VISA PARTIES HAVE NOT MADE AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE INITIATIVE, THE VDP, VISA MATERIALS, OR ANY AWARD OR BENEFIT.

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15. Personal Information Consent

You consent to the Visa Parties using and disclosing your personal information, such as your name, username, mailing address, telephone number, email address or other addresses for the purposes of administering the Initiative; advertising the Initiative, any future virtual or in-person events, and any of Visa's or its affiliates' products and services; and for the other purposes described in these Terms.

You also consent to Visa sharing your Contact Information with third parties who Visa believes may be interested in contacting you about an investment in your Company or other potential business opportunities if you check the appropriate box(es) on the application indicating your consent. "Contact Information" means information that allows us to communicate with you, such as your name, username, mailing address, telephone number, email address or other addresses that allow us to send you messages.

Your personal information may also be shared with KITE, StartOut, and TechCrunch in accordance with their privacy policies available below in order to administer the Initiative:

<https://kitesrm.com/privacy.html>

<https://startout.org/privacy-policy/>

<https://techcrunch.mydashboard.oath.com/lite>

Visa agrees to ensure that all data collection complies with (i) all applicable laws, including without limitation, all state and federal laws, corporate standards, policies and regulations (collectively "**Applicable Laws**"); (ii) the principles, guidelines, rules and codes of conduct of self-regulatory organizations to which third parties providing services, platforms, and data are bound, and any required notices and consents; and (iii) privacy disclosures and information collection requirements imposed on advertisers by targeting of media in order to comply with Applicable Laws.

16. Governing Law

Except where expressly prohibited, these Terms shall be governed by and construed in accordance with the laws of the State of California in the U.S., without regard to any jurisdiction's conflict of law principles.

17. Disputes

All disputes, claims and causes of action arising out of or connected with the Initiative, your or your Company's participation in the Initiative, any Initiative awards/benefits, or these Terms will be resolved individually, without resort to any form of class action. The exclusive jurisdiction and venue for resolution of such disputes shall be the U.S. federal and California state courts located in and serving the City and County of San Francisco, California, and you hereby waive and agree not to pursue any actions in any other jurisdiction or venue. You also agree to waive any right to claim ambiguity in these Terms, except to the extent expressly prohibited by applicable law.

18. Waiver

Failure by Visa to enforce any term of these Terms will not constitute a waiver of that or any other provision.

19. Relationship to Visa

You acknowledge that nothing in these Terms will constitute an employment, joint venture, or partnership relationship between you and Visa. In no way are you to be construed as the agent or to be acting as the agent of Visa in any respect, and vice versa.

20. OFAC Compliance

The Initiative shall not be available to any Participant that is, or in any country or territory that is, or whose government is, the subject of sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (the "OFAC"), the United Nations Security Council, the Treasury Board of Canada, or other relevant sanctions authority, or in any other manner that would result in a violation of such sanctions by Visa.