BIN Lookup Service Agreement

Last modified: 26 January 2023

This BIN Lookup Service Agreement (this "**Agreement**") is a binding contract between Mastercard International Incorporated (together with its affiliates, "**Mastercard**", "**we**," or "**us**") and you ("**Customer**", "**you**" or "**your**"). This Agreement governs your access to and use of the Bank Identification Number (BIN) Lookup service (the "**API**").

From time to time herein, Mastercard and Customer each may be referred to as a "**Party**" and together may be referred to as the "**Parties**".

BY ACCESSING OR USING THE API, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE API.

1. **Solution Overview**

    1.1. **Services.** Mastercard has developed the API intended to assist in the identification of financial institutions that are associated with the processing of payment transactions. Mastercard has the authority to make the API available to Customer and Customer wishes to receive the API from Mastercard.

    1.2. **Customer Input/Obligations.** In order to leverage Mastercard APIs including this API, the Customer will need to create an account on the Mastercard API website available at developer.mastercard.com ("**Website**") and agree to the Mastercard Developers Terms of Use ("**Website Terms**"). Customer must create a production key and select a subscription plan for the API service. Customer may not share access keys with any third party and is responsible for any access to or use of the API attributable to Customer's access key. Mastercard may revoke access keys in its sole discretion if it is found that Customer is not in compliance with the Website Terms or this Agreement. Customer will be responsible for integrating their application or service with the API utilizing the tools and documentation available on the Website.

    1.3. **Deliverables/Timeline.** A full list of Services and data elements included with the API are available on the Website. All documentation, data, insights, reports, databases, systems, tools and other materials provided by Mastercard in connection with this Agreement ("**Deliverables**") may be developed using data, databases, systems, tools and information contained in the Mastercard My Company Manager tool, which is comprised of account range information by third parties and may contain certain errors, omissions or inaccuracies. Mastercard shall have no responsibility for any errors, omissions or inaccuracies in the underlying data from the My Company Manager tool. Mastercard will automatically approve the Customer requested API key within 24 hours of receipt of Customer's subscription order and payment.

2. **License Grant**.

    2.1. Subject to and conditioned on your compliance with all terms and conditions set forth in this Agreement, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term (defined below) of the Agreement to use, the Deliverables for your internal business purposes for: issuer identification, issuing country identification, identification of brand product codes, identification of cards restricted domestic transactions only, analytics on product codes (card types) utilized, input for fraud models, and identification of account ranges meant for authorization only (the "**Purpose**").

    2.2. As per Clause 3.1 below, you shall not provide, sell or resell the Deliverables and/or any data extracted therefrom, to any third party, and shall not use the API for any reason, other than for the Purpose, without the express prior written consent of Mastercard.

2.3. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted.

2.4. Customer will use the API in compliance with this Agreement, the Website Terms and all applicable laws and regulations.

3. **User Restrictions.**

3.1. Except as expressly authorized under this Agreement, you may not:

   a) copy, modify, or create derivative works of the API, in whole or in part;

   b) rent, lease, lend, sell, resell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API;

   c) modify, translate, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part;

   d) permit any third party to use or have access to the API, unless with prior written approval of Mastercard;

   e) remove any proprietary notices from the API;

   f) use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;

   g) combine or integrate the API with any software, technology, services, or materials not authorized by Mastercard;

   h) design or permit means any applications developed by you to interact with the API ("**Your Application**") to disable, override, or otherwise interfere with any Mastercard implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

   i) use the API in any of Your Applications to replicate or attempt to replace the user experience of the API; or

   j) attempt to cloak or conceal your identity or the identity of Your Applications when requesting authorization to use the API.

4. **Your Applications.** You agree to monitor the use of Your Applications for any activity that violates applicable laws, rules, and regulations or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behaviour, and promptly restrict any offending users of Your Applications from further use of Your Applications. You agree to provide a resource for users of Your Applications to report abuse of Your Applications. As between you and us, you are responsible for all acts and omissions of your end users in connection with Your Application and their use of the API, if any. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Your Applications.

5. **Solution Updates and Customer Support**

5.1. Mastercard may change or discontinue any service or Deliverable subject to written notice at any time; provided that Mastercard shall then substitute a similar service designated by Customer or refund to Customer a pro rata portion of the Fees if a similar substitute is not available.

5.2. API access may be temporarily unavailable due to routine maintenance and updates, however Mastercard will use commercially reasonable efforts to publish maintenance and outage schedules.

5.3. This Agreement does not entitle you to any support for the API. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an "**Update**"), and may require you to

obtain and use the most recent version of the API. Updates may adversely affect how Your Applications communicate with the API. You are required to make any changes to Your Applications that are required for integration as a result of such Update at your sole cost and expense. Your continued use of the API following an Update constitutes binding acceptance of the Update.

5.4. In terms of the Deliverables, Customer acknowledges that:

a) Customer is responsible for Customer's use of/and or operation of all Deliverables; and

b) the Deliverables contain information and data available as of the date such information and data is made available to Mastercard, and Mastercard has no obligation to update the Deliverables or to advise Customer of any change in the information or data contained therein, even if Mastercard voluntarily updates or causes such information or data to be updated from time to time.

6. **Term**.

6.1. This Agreement will be effective upon the date that Customer submits an order for the API on Mastercard Developers by the acceptance of this Agreement ("**Effective Date**") and shall continue for successive one (1) year periods (the "**Term**"), provided, we may immediately terminate or suspend this Agreement, any rights granted herein, and/or your licenses under this Agreement, in our sole discretion at any time and for any reason, by providing notice to you or revoking access to the API. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

6.2. Upon termination of this Agreement for any reason, all licenses and rights granted to you under this Agreement will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control, all copies of the Deliverables.

6.3. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination. Termination will not limit any of Mastercard's rights or remedies at law or in equity.

7. **Fees**.

7.1. Based upon the scope of Services and Deliverables described herein, the total fees for the Term ("**Fees**") are as follows:

Access Level	Services	Total Fee (USD) per calendar year
Basic	• Access to the single BIN lookup endpoint only. • Access to the following data elements: Low account range, High account range, Acceptance brand, ICA, Issuer name, Country code, Product code and Product description. *Usage of the free tier is monitored and usage of the endpoint may be limited or blocked without notice.	$0
Premium	• Access to the single BIN lookup endpoint. • Access to the paginated endpoint for accessing all data. • Access to the paginated endpoint for filtering all data. • Access to the following data elements: Low account range, High account range, Acceptance brand, ICA, Issuer name, Country code, Authorization only, Product Description, Non reloadable indicator, Prepaid indicator, Program name, Vertical and Government flag.	$10,000 (exclusive of VAT)

7.2. Subject to below Clause 7.4, the above annual subscription Fees will be charged to Customer annually in advance, beginning on the Effective Date. The Customer acknowledges, all Fees are non-refundable.

7.3. Unless otherwise agreed upon by the Parties, all Fees that become due pursuant to this Agreement will be collected by Mastercard by debit from the Mastercard billing account used by Mastercard to collect amounts otherwise due from Customer to Mastercard.

7.4. Mastercard will provide Customer documentation substantiating each Mastercard billing account debit resulting from performance of this Agreement.

7.5. Mastercard will have the right to increase the API Fees by up to five percent (5%) each calendar year. Customer acknowledges that the total Fees described in this Agreement may be subject to change for a variety of reasons, including but not limited to, changes to the Service scope. Mastercard will advise Customer, in the event there is a change to the Fees and the Parties will enter into an amendment, if applicable.

8. **Confidential Information**.

8.1. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, that is/and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**").

8.2. Confidential Information does not include information that, at the time of disclosure is:

   a) in the public domain;

   b) known to the receiving Party at the time of disclosure;

   c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or

   d) independently developed by the receiving Party.

8.3. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required

   a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or

   b) to establish a Party's rights under this Agreement, including to make required court filings.

8.4. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

8.5. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. **Collection and Use of Information.** Mastercard may collect certain information through the API or Mastercard Developers about the Customer or any of the Customer's employees, contractors, or agents. By accessing, using, and providing information to or through the API or Mastercard Developers, Customer consents to all actions taken by Mastercard with respect to Customer's information in compliance with the then-current version of Mastercard's privacy policy and data protection requirements, available at https://www.mastercard.us/en-us/vision/corp-responsibility/commitment-to-privacy/privacy.html, and all applicable privacy and data security laws, rules, and regulations.

10. **Intellectual Property Rights**

10.1. For the purpose of this Clause 10, "**Intellectual Property Rights**" means any and all intellectual property rights in any part of the world, whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to:

   a)   patents, patent disclosures and inventions (whether patentable or not);

   b)   trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith;

   c)   works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases;

   d)   trade secrets, know-how and other confidential information; and

   e)   all similar or equivalent rights or forms of protection.

   10.2. This Agreement does not permit or contemplate a transfer of any right, title or interest in the API and Deliverables to Customer, and Mastercard retains all right, title, and ownership of the API and Deliverables, including all related Intellectual Property Rights.

11. **No Warranties**. CUSTOMER AGREES THAT THE API IS PROVIDED ON AN "AS IS" BASIS AND THAT NO PARTICULAR RESULTS ARE PROMISED OR ASSURED. MASTERCARD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE API AND CONFIDENTIAL INFORMATION , INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF THE USE OF OR RELIANCE ON THE API. MASTERCARD'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS AND DAMAGES RELATED TO THIS AGREEMENT (WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE) WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO MASTERCARD UNDER CLAUSE 7 OF THIS AGREEMENT.

12. **Indemnification**. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MASTERCARD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES RELATED THERETO, ARISING FROM OR ATTRIBUTABLE TO CUSTOMER'S RECEIPT, USE, MISUSE OR FAILURE TO USE THE API. IN NO EVENT WILL MASTERCARD BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, REMOTE OR OTHER THAN DIRECT AND ORDINARY DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STATUTORY WARRANTY, TORT, UNJUST ENRICHMENT.

13. **Publicity**. Each Party will be free to disclose the fact of this Agreement and Customer's receipt of the API as described herein but shall not otherwise communicate about this Agreement or the results without the express written consent of the other.

14. **Export Regulation.** The API may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the API to, or make the API accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required

undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API available outside the US.

15. **Compliance with Anti-Bribery and Corruption Laws.** The Parties recognize that Mastercard and any person or entity acting on its behalf must comply with international laws related to anti-bribery and corruption including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable law. You shall comply and shall ensure that each of your subcontractors (if so approved or permitted) and personnel complies, with all applicable anti-bribery and corruption laws applicable to business dealings, including with government officials (as defined below) and any implementing regulations in respect of any such laws. You warrant, represent and covenant to Mastercard that you have not and shall not, in connection with the activities contemplated by this Agreement or in connection with any other business activities involving Mastercard, make, promise or offer to make any payment or transfer of anything of value or any other advantage directly or indirectly through a representative, intermediary agent or otherwise : (i) to any government official; (ii) to any political party; or (iii) to any other person for the purpose of influencing any act, omission to act or decision of such official, political party or individual or securing an improper advantage to assist the Parties in obtaining or retaining business. You also warrant, represent and covenant to Mastercard that you and shall not, in connection with any business activities involving Mastercard, accept anything of value from any third party seeking to influence any act or decision of you or in order to secure an improper advantage to that third party. "Government official" is defined as any employee or officer of a government of a country, state or region, including any federal, regional or local government or department, agency, enterprise owned or controlled by the such government, any official of a political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office. Failure by you to comply with the terms of this clause will constitute a material breach of this Agreement.

16. **Modifications.** You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time. You will be notified of modifications through notifications or posts on https://developer.mastercard.com/bin-table-resource/documentation. You will be responsible for reviewing and becoming familiar with any such modifications.

17. **Miscellaneous**. This Agreement:

    16.1. constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

    16.2. the invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction;

    16.3. any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches;

    16.4. may not be amended except in a writing signed by both Parties hereto;

    16.5. may not be assigned or otherwise transferred by either Party without the express written consent of the other, which will not be unreasonably withheld;

    16.6. will be binding upon each Party and their respective successors and assigns;

    16.7. neither Party will be in default or otherwise liable for any delay in or failure of performance of this Agreement due to reason beyond its reasonable control;

    16.8. each Party represents and warrants that it is has the requisite power and authority to execute and perform this Agreement and that a duly authorized and empowered person executes this Agreement on its behalf; and

16.9. will be governed in all respects and construed in accordance with the substantive laws of the State of New York without regard to conflict of laws provisions. The courts of New York State shall have exclusive jurisdiction over any disputes arising hereunder.