

VISA CONTENT SUBMISSION AGREEMENT



This Content Submission Agreement ("**Agreement**") is a binding agreement between you ("**You**"/**Your**") and Visa Inc., Visa U.S.A. Inc., Visa International Service Association, Visa Europe Limited and/or Visa Worldwide PTE Limited and any affiliate thereof (collectively, "**Visa**").

BY SENDING YOUR CONTENT TO VISA, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SEND YOUR CONTENT TO VISA.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

You represent and warrant that you own or have the right to license to Visa, and any of Visa's client financial institutions, merchants, respective agents, licensees, successors and assigns (collectively, the "**Licensed Parties**") pursuant to the terms herein all the video or audio visual content, footage and/or photographs filmed, captured and/or recorded by You or by a third party at Your direction and submitted by You to Visa (the "**Content**").

This Agreement also governs the Licensed Parties use of the name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information of You or any third parties ("**Appearances**") as included in the Content and in connection with use of the Content. You represent and warrant that You have obtained the appropriate licenses, permissions, and/or releases from all people that recognizably appear in the Content, including the real names, nicknames, likenesses, voices, live or recorded performances, autographs, photographs and biographical information of such third party individuals, and the owner of any music, images, video, audio, photos, text, or other third party intellectual property embedded within the Content. If your Content contains photographs or digital or video images that depict a child that is under the age of majority in their state of residence, You represent that You have written permission from the minor's parent or guardian to provide the photo, digital, or video image for commercial use.

By submitting Content to Visa, You hereby irrevocably grant to the Licensed Parties the non-exclusive, royalty-free license, right and permission to reproduce, publish, modify, create derivative works, and otherwise use the Content and Appearances in perpetuity, throughout the world, in any and all media now known or hereafter discovered or developed (including, without limitation, in printed materials, on television or other broadcast media, on Visa's websites, on Visa's social media pages (including but not limited to Facebook, Instagram, Snapchat, LinkedIn, Tumblr and Twitter), and for Visa's external and/or internal purposes, including without limitation use in connection with any and all sale, promotion, marketing or advertising of the Licensed Parties products and services) and for the use of the Content and Appearances in derivative works including commercials and/or commercial outtakes either alone or in combination with the b-roll footage as in-program material or in any other field or medium ("**Materials**"). You hereby agree to assign or waive all rights which You may have in the Materials to and in favor of the Licensed Parties to the maximum extent permissible by law. You acknowledge and agree that Visa shall be the exclusive owner of all copyright and other rights in and to the Materials and You agree the Materials do not need to be submitted to You for any approval at any time. You waive any right to inspect or approve the finished Materials (including without limitation any advertising copy, claims, imagery) or the Licensed Parties use of the Content and Appearances in accordance with this Agreement. The Licensed Parties shall be without liability to You or Your heirs for any distortion or illusionary effect resulting from the exhibition, publication, or other use of the rights granted, assigned or waived in this Agreement.

In the event the Content contains any statements that are attributable to You regarding Your experiences regarding Visa or using certain Visa products and services (collectively, the "**Endorsement**"), You hereby represent and warrant that the Endorsement contains expressions of Your personal experience and belief, and may be used in the same way as the Content. Nothing herein shall constitute any obligation by Visa to make use of my Content or Appearances.

PRIVACY NOTICE: For the purposes of data protection laws, You acknowledge that Visa is the data controller in respect of any personal data (Content and Appearances) that You voluntarily provide to Visa in connection with this Agreement. You acknowledge that Visa will process personal data for the purposes of record keeping and to promote Visa's brand internally and externally, including in Visa's marketing campaigns. You understand that Visa will only retain Your personal



data for as long as it is required in connection with these purposes and for any additional period that may be required or permitted by law. Visa's Global Privacy Notice (available at <https://www.visa.co.uk/legal/global-privacy-notice.html>) contains additional information about Visa's use and storage of my personal data and Your rights in relation to my personal data. In particular, You understand that You have the right to: ask for a copy of the information that Visa holds about You; ask Visa to update Your personal data, if it is incorrect or incomplete; object to Visa's processing of Your personal data; ask Visa to delete or restrict Your personal data; and withdraw Your consent for processing of Your personal data at any time (but that this will not affect the lawfulness of processing based on consent before its withdrawal). These rights can be exercised by email at privacy@visa.com or by mail addressed to the Global Privacy Office, 900 Metro Center Boulevard, Foster City, CA 94404, USA. You understand that You have the right to file a complaint with Visa or with a supervisory authority if You believe that Visa has processed Your personal data in violation of the applicable law.

LIMITATION OF LIABILITY: Without limiting or excluding any liability which may not be lawfully limited or excluded (including any party's liability for fraud, or for death or personal injury caused by negligence), to the fullest extent permissible by law You hereby irrevocably (i) expressly release, discharge and waive all claims, demands, losses and liabilities of any nature which may arise from or relate to, and (ii) agree not to make any claims or seek injunctive relief against, the Licensed Parties and their respective parents, affiliates, subsidiaries, and each of their respective officers, directors, employees and agents (collectively, the **"Released Parties"**) as a result of the exploitation of the rights granted in this Agreement or the dissemination or use of Your Content and Appearances.

INDEMNITY: You agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, demands, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) breach of any of Your representations and warranties in this Agreement; (b) any third party claim that the Content or Appearances, or Released Parties use thereof, infringe, misappropriate or violate such third party's intellectual property or other third party rights and (c) any third party claim that is based on any act or omission of You that results in personal injury, death, property damage or the violation of any law, ordinance or regulation. This Agreement shall be governed by the laws of the State of California.

YOU WARRANT AND REPRESENT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER, THAT YOU HAVE THE FULL RIGHT AND POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE RIGHTS DESCRIBED HEREIN, AND THAT THIS AGREEMENT DOES NOT IN ANY WAY CONFLICT WITH ANY EXISTING COMMITMENT ON YOUR PART. YOU HEREBY AFFIRM AND ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT. YOU HEREBY AFFIRM AND ACKNOWLEDGE THAT YOU UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY.

Mahesh Pandey

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