Product Integration Testing (PIT) Terms of Service

Usage Terms: All participants are subject at all times to the PIT Usage Terms and Conditions, as may be amended from time to time by VISA International. The PIT Usage Terms and Conditions may be viewed at the bottom of this document.

PRODUCT INTEGRATION TESTING (PIT)

The PIT facility is a remote web-based testing environment that provides the equivalent of all components of the Verified by Visa processing infrastructure using the 3-D Secure protocol. The PIT provides Members (and Member processors), merchants (and merchant aggregators), and vendors with a Verified by Visa processhave mandated that new implementations successfully complete PIT testing prior to processing Verified by VISA in production.

CHANGES TO TERMS OF SERVICE

VISA reserves the right to make terms of service changes at any time without prior notice.

CHANGES TO TEST SCRIPTS

The test scripts used in conjunction with PIT will evolve over time. VISA reserves the right to add, delete or modify the test scripts at any time. VISA also reserves the right, at its sole discretion, to require Verified by Visa implementations re-test via the PIT and successfully complete one or more test cases. Component implementations that have successfully tested in the PIT may be required by VISA to successfully complete testing any such new test cases in the PIT environment.

DATA RETENTION

The PIT will retain all test data for a period of 7 days upon the time it is executed. It is recommended that testers export all the test data prior to the end of this retention period. Visa reserves the right to change the data retention period at its sole discretion.

TECHNICAL SUPPORT

Information specific to testing, including the PIT test case descriptions, may be found on the PIT Web site.

PIT Web site: https://dropit.3dsecure.net/PIT

The PIT is designed to be a self-service facility for testers. Technical support is provided ONLY for connectivity problems with the PIT. There is no support provided for execution of test cases, validation of testing results, or clarification of testing requirements. Parties experiencing problems in establishing connectivity with the PIT facility should <u>e-mail</u> PIT support describing the nature of the problem encountered. Connectivity technical support will be available 24X5, Sundays through Thursdays, Eastern Standard Time, beginning 12:00 a.m. Sundays and concluding at midnight on Thursdays.

Testers who abuse the technical support system for purposes other than actual connectivity problems are subject to removal from the PIT facility and subsequently denied future access.

PIT e-mail: austinpitsupport@visa.com

HOURS OF OPERATION

The automated Production Integration Testing facility is scheduled to be available for ACS and MPI component implementation testing on a 24X7 basis, 365 days a year except for scheduled and emergency maintenance.

TESTING APPROACH

The PIT utilizes a pre-defined set of test cases representing numerous transaction processing scenarios essential to the quality operation of the Verified by Visa service.

These test cases are designed to ensure that new component implementations utilize proper message formats, correctly populate data, and accurately process the Verified by Visa transaction test messages.

In addition, some of the other design features of the PIT are:

- Support for the 3-D Secure protocol Version 1.0.2.
- Access by the VISA regional offices to their regions test results
- · Support for "proof of attempts" testing
- Support for CAVV testing (Contact your local VISA region for more information)
- Notification of PIT user enrollment and upon testing completion to the respective VISA regional office

PUBLIC STATEMENTS

VISA reserves the right to disclose at its sole discretion, the identity of the participants in the PIT, and the results of the tests conducted by the participants.

PIT USAGE TERMS AND CONDITIONS

By enrolling for testing in the VISA PIT environment, hereinafter referred to as the "PIT", the user agrees to be bound by the terms and conditions as outlined below. The following are the terms and conditions, namely:

- That Visa International Services Association, hereinafter referred to as "VISA", has exclusive rights and ownership of the PIT environment, including all hardware and software associated with the direct operation and execution of the PIT, as well as all the intellectual and property rights associated with the same.
- 2. That VISA reserves the sole right and discretion to provide, deny or revoke access to any user using or attempting to use the PIT environment at any given point in time.
- 3. That the user agrees to enroll and test within the PIT environment only with Verified by Visa component software that has successfully completed the Verified by Visa 3-D Secure Compliance Testing process and has been given a formal letter of acknowledgement as such from VISA.
- 4. That the user agrees to use the PIT environment solely for the execution of the defined test cases provided by the PIT software.
- 5. That the user agrees not to use the PIT for the purposes of volume testing, performance testing or any other form of testing not consistent with the design and use of the PIT environment.
- That the user agrees not to reverse engineer, decompile or otherwise take
 action to compromise the test scripts or the test environment, and to
 indemnify VISA for any and all damages associated with such prohibited
 conduct.
- 7. That the user agrees to utilize the PIT results for its own internal purpose and not with a view to disseminating publicly its test results.

- 8. That the user agrees that the test scripts, test scenarios and test results shall remain the property of VISA at all times.
- That the user enrollment or testing in the PIT does not guarantee suitability for a particular purpose, nor does the successful completion of PIT testing necessarily guarantee interoperability with all other Verified by Visa component implementations, even if all PIT testing has been successfully completed.
- 10. That the user enrollment or testing in the PIT does not imply an endorsement by VISA of the user or the users Verified by Visa products, nor does successful completion of testing in the PIT environment imply that the users Verified by Visa products are "certified" by VISA.
- 11. That VISA, at its sole option, may identify participants in the PIT in its website.
- CONFIDENTIALITY: All of the information furnished herein and by the PIT are confidential to VISA and shall not be shared nor distributed by anyone without VISA's consent.
- 13. <u>DISCLAIMER OF WARRANTIES</u>: That VISA makes no representations or warranties whatsoever regarding the PIT test cases and the PIT environment is provided on an "AS-IS", "WHERE IS" basis, "WITH ALL FAULTS" known and unknown. The cases are provided without any warranty of merchantability, fitness for a particular purpose or non-infringement. VISA does not warrant, guarantee, or make any representations regarding use, or the results of use, of the test cases or the PIT environment, in terms of accuracy, correctness, reliability or otherwise. The entire risk as to the results and performance of the test cases and services provided by the PIT is assumed by Vendor.
- 14. LIMITATION OF LIABILITY TO THE EXTENT PERMITTED BY APPLICABLE LAW, VISA SHALL NOT BE RESPONSIBLE OR LIABLE TO THE PARTICIPANT UNDER ANY PROVISION OF THIS USAGE TERMS AND CONDITIONS, AGREEMENTS IN PLACE RELATED TO 3-D SECURE, ANY POLICIES AND PROCEDURES RELATED TO THE TESTING FACILITY OR UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER MONETARY LOSS, REGARDLESS OR WHETHER VISA, OR ITS AGENT OR SUBCONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 15. INDEMNITY USER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS VISA, ITS SUBSIDIARIES, AND THEIR RESPECTIVE DIRETORS, OFFICERS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS PENALTIES, GOVERNMENT PROCEDURES, OR OTHER COSTS BROUGHT AGAINST VISA AS A RESULT OF USER'S FAILURE TO PERFORM THE TESTS IN ACCORDANCE WITH THE TEST PLANS.
- 16. GOVERNING LAW IN THE EVENT OF ANY DISPUTES WHICH MAY ARISE IN CONNECTION WITH THE PIT, THE PARTIES SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. THE PARTICIPANT CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, U.S.A., FOR PURPOSES OF RESOLVING SUCH DISPUTES.

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