



Mastercard Identity Terms

The terms in this Mastercard Identity Exhibit apply to Customer's access to and use of Mastercard Identity (as defined below), in addition to the terms set forth in the Agreement. With respect to Customer's access and use of Mastercard Identity, the terms in this Mastercard Identity Exhibit take precedence over any other conflicting or inconsistent terms in the Agreement. Capitalised terms in this Mastercard Identity Exhibit have the same meaning as in the Agreement, unless expressly defined otherwise in this Exhibit.

1. **Definitions.** The following capitalized terms shall have the meaning set forth below when used in this Schedule or any Annex (or Exhibit) attached hereto.

- a. **"Mastercard Identity"** means the Mastercard Identity Account Opening API, provided by Mastercard, and resold by Entrust pursuant to this Exhibit. Mastercard Identity assesses the overall risk of an applicant for a new account using the inputs of name, phone, address, email, and IP, from which the API returns highly predictive identity verification features.
- b. **"Customer Data"** means the information submitted by Customer for itself or on behalf of User via Mastercard Identity.
- c. **"Mastercard"** means Mastercard International, Inc.
- d. **"Mastercard Data"** means information that Mastercard provides or otherwise makes available to Entrust through Mastercard Identity. Mastercard Data includes but is not limited to information from third-party data providers and Metadata. Mastercard Data is specifically excluded from the term "Mastercard Identity".
- e. **"Metadata"** means pseudonymized data that Mastercard derives or generates from its analysis of Entrust Data. Examples of Metadata include the number of times a data element has been queried in a period of time (velocity) or the last time a data element has been seen (recency). Metadata does not constitute Entrust Data.
- f. **"Personal Information"** or **"Personal Data"** means any information relating to an identified or identifiable individual or that constitutes "personal information," "personal data," or a similar term under applicable Privacy and Data Protection Law.
- g. **"Privacy and Data Protection Law"** means any law, statute, declaration, decree, legislation, enactment, order, ordinance, regulation or rule (as amended and replaced from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which the Parties are subject, including but not limited to the California Consumer Privacy Act of 2018 and its implementing regulations; the U.S. Gramm-Leach-Bliley Act; the Brazil General Data Protection Act; the South Africa Protection of Personal Information Act; the EU General Data Protection Regulation 2016/679 ("**EU GDPR**") and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC) and their respective national implementing legislations; the Swiss Federal Data Protection Act; the Monaco Data Protection Act; the UK Data Protection Act 2018 and UK GDPR (together "**UK Data Protection Law**"); and the Data Protection Acts of the European Economic Area ("**EEA**") countries; laws regulating unsolicited email, telephone, and text message communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Data; laws governing the portability and/or cross-border transfer of Personal Data; and all other similar international, federal, state, provincial, and local requirements; each as applicable.
- h. **"Products or Services"** means Mastercard Identity
- i. **"Processing of Personal Data"** (or "**Processing/Process**") means any operation or set of

operations that is/are performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as access, analysis, copy, hashing, de-identification, collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, including any operation defined as “Processing” under applicable Privacy and Data Protection Law.

3. Usage Restrictions.

- a. Customer will not: (i) make Mastercard Identity available to anyone other than Customer’s Authorized Users for Customer’s legitimate internal business purpose associated with identify verification and fraud prevention; (ii) use Mastercard Identity for the benefit of anyone other than its Users; (iii) falsify or alter any unique identifier assigned by Entrust or Mastercard, or otherwise obscure or alter the source of queries to Mastercard Identity; (iv) permit direct or indirect access to or use of Mastercard Identity in a way that circumvents any usage limits; (v) violate or attempt to violate the security of Mastercard Identity, or introduce any malicious code into Mastercard Identity; (vi) submit data to Mastercard Identity that contain any information deemed “sensitive” under applicable law (including, without limitation, government identification numbers, financial account information, or information related to children); (ix) transfer the Mastercard Data to display a calling party’s name on a consumer device during a communication session initiated by such a calling party; or (x) use or make available Mastercard Identity or Mastercard Data in the Republic of India or any territory not previously approved in this Agreement, without Mastercard’s prior written consent in the form of an amendment to the Agreement.
- b. Customer will only use Mastercard Identity as permitted by the terms of the Agreement and applicable laws. To the extent that Entrust provides Metadata to Customer, Customer will not: (i) use the Metadata for marketing purposes; (ii) use the Metadata in violation of any applicable law, rule, or regulation or in violation of any third-party right; (iii) store the Metadata for purposes other than those expressly permitted hereunder; (iv) use the Metadata in conjunction with illicit activities, or for purposes of discrimination; (v) store or cache the Metadata to avoid making additional queries to the Services; (vi) merge stored Metadata with other data unless it is coded or tagged to indicate Mastercard as its source; or (vii) use the Metadata for file download in a fixed page format (i.e., create a printable, downloadable directory of Personal Data). Customer acknowledges that Mastercard Identity is not provided by a “consumer reporting agency” as that term is defined in the Fair Credit Reporting Act (“**FCRA**”) and the Metadata do not constitute “consumer reports” as defined in the FCRA. Accordingly, the Metadata may not be used as a factor in determining eligibility for credit, insurance, employment or any other purpose for which a consumer report may be used under the FCRA (or any similar consumer credit law in the United States of America or otherwise). For the avoidance of doubt, Customer agrees that it shall not use Mastercard Identity to assess, determine or verify the creditworthiness of any individual(s).
- c. Customer acknowledges that Mastercard Identity (i) is only one component of a range of risk management activities that Customer undertakes; (ii) is a service that Customer cannot undertake itself; and (iii) do not affect or replace a critical operation of Customer or expose Customer to a material operational risk (i.e., without limitation, failure of the Services will not prevent Partner or User from operating). Mastercard and/or Entrust shall not have, and hereby disclaims, any and all liability that Customer may face as a result of Customer’s non-compliance with regulatory obligations relating to outsourcing.
- d. Customer shall not make any representations or warranties to Users about Mastercard Identity or Mastercard Data including, but not limited to, the accuracy, completeness, or reliability of either. In



the event that Customer becomes aware of any misuse of the Mastercard Data or Mastercard Identity by a User, Customer shall promptly notify Entrust and take commercially reasonable actions to remedy such misuse.

4. **Disclaimer of Warranties for Mastercard Data.** Customer acknowledges that any Mastercard Data provided by Entrust is made available strictly on an “as is” basis, without any warranties of any kind. Entrust does not make any representation or warranty, express or implied, regarding the accuracy, completeness, reliability, or any other aspect of the Mastercard Data.
5. **Exclusion of Mastercard’s Liability to Customers.** Mastercard, in its capacity as a third-party data provider to Entrust, shall have no liability to Customer’s use of Mastercard Identity, the Mastercard Data, or any other output generated therefrom. To the maximum extent permitted by law, Customer agrees that Users shall have no claim against Mastercard for any losses, damages, liabilities, whether arising in contract, tort, or otherwise.
6. **Customer Responsibility for Authorized Users.** To the extent Customer is provided access to Mastercard Identity, each Customer is solely responsible for all actions and inactions of any Authorized User with respect to Mastercard Identity, the Mastercard Data, or any other output generated therefrom. This includes ensuring each Authorized User complies with all applicable terms and conditions of this Agreement.
7. **Restrictions.** Mastercard Identity must be used solely for Customer’s own legitimate internal business purpose, and not for resale or redistribution. Any other use of Mastercard Identity, including but not limited to, law enforcement or regulatory enforcement purposes, without Mastercard and/or Entrust’s prior express written consent, is strictly prohibited. Customer may not, and will not permit or authorize any User, its Authorized Users or other third parties to: (i) enable any person or entity other than Authorized Users to access and use Mastercard Identity; (ii) use Mastercard Identity on behalf of third parties; (iii) attempt to gain unauthorized access to Mastercard Identity or their related systems or networks; (iv) use Mastercard Identity to access Mastercard Intellectual Property or Mastercard, except as permitted under the Agreement; (v) use Mastercard Identity in violation of applicable law, rule, or regulation; (vi) interfere with or circumvent any features of Mastercard Identity, including any security or access control mechanism; (vii) modify, copy or create any derivative work based upon Mastercard Identity or any portion, feature or function of Mastercard Identity; (viii) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, Mastercard Identity or access or use Mastercard Identity or related documentation in order to (1) copy ideas, features, functions or graphics, (2) develop competing products or services, or (3) perform competitive analyses; (ix) except as specifically permitted in the Agreement, sublicense, distribute, transfer or resell Mastercard Identity to a third party; or (x) attempt to do any of the foregoing.
8. **Confidentiality.**
 - a. **Definition of Confidential Information.** As used in the Agreement, "**Confidential Information**" means all confidential or proprietary information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that:
 - i. Is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;

- ii. Was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
 - iii. Is received from a third party without breach of any obligation owed to the Disclosing Party;
or
 - iv. Was independently developed by the Receiving Party without reference to Confidential Information.
- b. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to ensure it does not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with terms of the Agreement and who are legally bound to protect such Confidential Information consistent with the requirements of the Agreement. Receiving Party is responsible for any breach of the provisions of this Section (Confidentiality) by any party to whom it discloses Confidential Information.
- c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.
- d. Notification of Unauthorized Disclosure. If the Receiving Party becomes aware of disclosure or use of Confidential Information other than as authorized in the Agreement, the Receiving Party will promptly notify the Disclosing Party of that disclosure or use and shall cooperate with the Disclosing Party in mitigating any adverse consequences to the Disclosing Party of that disclosure or use.
- e. Survival of Confidentiality. The confidentiality obligations in this Section (Confidentiality) shall apply during the term of the Agreement and for a period of three (3) years following: (i) the date the Agreement is terminated or expires.
- f. Data Privacy and Information Security. Each Party shall comply and shall have its employees, agents, sub-contractors or persons to which it discloses information in connection with the Agreement to comply with all data privacy, processing and data security provisions contained in this Exhibit.
- 9. Compliance with Anti-Corruption, AML, Sanctions and Export Controls Laws.** It is the intent of the Parties that no payments or transfers of value or other advantage shall be made or undertaken or attempted which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business for any person. Customer shall comply with all applicable laws and regulations. Customer acknowledges that Mastercard and Entrust and any person or entity acting on its behalf must comply with international laws related to anti-bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-bribery and Anti-Corruption laws. Customer will, and will ensure that its employees, directors, temporary workers and personnel, subcontractors (if so approved or permitted), agents, third parties acting on its behalf and representatives, complies with all such applicable anti-bribery and corruption laws, including when interacting with Government Body Officials and any implementing regulations. Customer warrants, represents and covenants to Entrust that Customer (and each of its employees, directors, temporary workers and personnel, subcontractors (if so approved or permitted), agents, third parties acting on its behalf and representatives) has not and



will not 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: (1) to any Government Body Official; (2) to any political party; or (3) to any other person for the purpose of improperly influencing any act, omission to act or decision or such official, political party or individual, or securing an improper advantage. Customer also warrants, represents and covenants to Entrust that Customer (and each of its employees, directors, temporary workers and personnel, subcontractors (if so approved or permitted), agents, third parties acting on its behalf and representatives) has not and will not accept anything of value from any third party seeking to improperly influence any act or decision of Customer or in order to secure an improper advantage to that third party. The term "Government Body Official" shall mean any employee or officer of a government of a country, state or region, including any federal, regional, state, or local government or department, agency, enterprise owned, in whole or in part, or controlled by 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 Customer to comply with the terms of this Section will constitute a material breach of this Agreement. Customer warrants, represents, and covenants to Entrust that Customer is not a government official or Government entity and/or its beneficial owners who have effective control are not Government officials or entity.

- 10. Sanctions Laws.** Customer will comply with all trade and economic sanctions programs, including trade and economic sanctions maintained by the Office of Foreign Assets Control ("**OFAC**") and similar laws of the United States and of other countries within the Territory. Further, Customer agrees not to engage in any activity that would cause Mastercard and/or Entrust to violate U.S. or relevant foreign sanctions programs, or any other applicable laws. Additionally, Customer represents that it is not owned or controlled by an individual or entity which is listed on any applicable U.S. or foreign sanctions lists, including those maintained by OFAC. Customer agrees to notify Entrust immediately in the event that Customer or any of its service providers, or subcontractors, or anyone who owns or controls them, appears on an OFAC sanctions list or becomes aware that it, its subcontractors, or related parties engage in activity prohibited by applicable sanctions, and Entrust shall have the right to terminate this Agreement without any delay upon receipt of the said notification from Customer.
- 11. Insurance.** Customer shall carry reasonable commercial general liability insurance sufficient to cover its obligations under the Agreement. Upon written request, Customer shall provide to Entrust a certificate of insurance evidencing such coverage.
- 12. Authority.** Customer represents and warrants to Entrust that it has all necessary corporate power and authority to enter into the Agreement and comply with its obligations thereunder and, when executed and delivered, the Agreement that it executes shall be such Customer's legal, valid and binding obligation enforceable in accordance with its terms.
- 13. Compliance Review.** Customer understands that (i) in order to become a customer, it must satisfy Mastercard's compliance review requirements (the "**Customer Initial Compliance Review**"), which requirements will be determined by Mastercard, in its sole discretion; and (ii) Mastercard will conduct compliance reviews of Customer (together with the Customer Initial Compliance Review, the "**Customer Compliance Reviews**"), from time to time, in each case to determine, in its sole discretion, whether the Customer continues to satisfy the compliance requirements established by Mastercard for its partners. The Customer Compliance Reviews may include, at Mastercard's discretion, a review of Customer's practices with regard to 'Know Your Customer' screening of



Customer's customers; sanction monitoring practices for Customer's customers, Customer's practices with regard to addressing compliance alerts related to Customer's customers and Customer's compliance with the terms of this Agreement. Customer agrees to provide any documentation and information reasonably requested by Mastercard in connection with a Customer Compliance Review. Entrust may terminate this Agreement by written notice to Customer, should it determine, in its (or Mastercard's) discretion, that Customer fails to satisfy the compliance requirements established by Mastercard and/or Entrust for its customer.

14. Intellectual Property Ownership and Proprietary Rights.

- a. **Ownership.** Mastercard represents that it and its Affiliates have all rights to copyrights, patents, know-how, trade secrets and trademarks associated with Mastercard Identity as are necessary to market and license Mastercard Identity under the Agreement.
- b. **Mastercard Property.** Subject to the limited rights expressly granted under the Agreement, Mastercard is and will remain the sole owner of, and reserves all rights, title and interest in and to, (A) all technology, software, documentation, information, processes, methodologies, methods of analysis, ideas, concepts, and know-how owned by Mastercard, including without limitation, Mastercard Identity, any output, data or information derived from Mastercard Identity ("**Output**"), any associated software and related documentation, any and all improvements, modifications or derivative works of or to any of the foregoing made at any time, whether undertaken by Mastercard or another party; (B) any name, brand, mark, trademark, service mark, sound mark, trade name, business name, slogan, logos, internet domain names, symbols, or other indicia of origin (whether registered or at common law) of Mastercard, together with the general image or appearance of the marketing of any products or services provided under such Marks, including the colors, designs, configurations, publication formats and other trade dress (the "**Marks**"); and (C) all Intellectual Property Rights related to items in (A) and (B) (collectively, the items in (A), (B) and (C), the "**Mastercard Intellectual Property**"). No rights are granted to Customer in the Mastercard Intellectual Property other than as expressly set forth in the Agreement. All right, title and interest, including Intellectual Property Rights, in and to any technology, software, inventions, or other works created as a result of the Agreement based on Mastercard IP ("**Work Product**") will be owned exclusively by Mastercard and is deemed Mastercard Intellectual Property for purposes of the Agreement. To the extent any ownership interest in Work Product vests in Customer, by operation of law or otherwise, Customer, hereby irrevocably assigns to Mastercard all right, title and interest, including Intellectual Property Rights, in and to Work Product.
- c. **Suggestions.** Customer acknowledges that Mastercard will own the rights to use or incorporate into Mastercard Identity (or Mastercard's other products or services) any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation or features of Mastercard Identity or other Mastercard property. Customer hereby assigns to Mastercard any and all proprietary interest and rights in and to any and all such results, ideas and/or suggestions without further compensation.
- d. **Restrictions.** In addition to the other prohibitions set forth in the Agreement, Customer will not, and will not permit or authorize any User, Authorized User or other third parties to:
 - i. Create derivative works based on the products or Services or any other Mastercard Intellectual Property;

- ii. Copy, frame or mirror any part of content of Mastercard Identity or any other Mastercard Intellectual Property, other than copying or framing on Customer's intranet or otherwise for Customer's own internal business purposes in accordance with the applicable documentation;
 - iii. Decompile, disassemble or reverse engineer the Products or Services or any other Mastercard Intellectual Property or otherwise attempt to discover the source code of any Product or Service or any other Mastercard Intellectual Property;
 - iv. Access Mastercard Identity or any other Mastercard Intellectual Property in order to build a competitive product or service or to copy any features, functions, or graphics of Mastercard Identity or any other Mastercard Intellectual Property;
 - v. Remove or alter Mastercard's copyright notices, trademarks, restricted rights legends, or any other notices from Mastercard Identity, related documentation or other Mastercard Intellectual Property; nor
 - vi. Except as expressly permitted under the Agreement, copy, modify, or reproduce Mastercard Identity, related documentation or any other Mastercard Intellectual Property in any way, nor shall it permit third parties to do so.
- e. Cooperation. Customer shall fully cooperate with Entrust in any action relating to enforcement of Mastercard's Intellectual Property Rights.

15. Indemnification.

- a. Mutual Indemnification. Subject to the limitations of liability, each Party will indemnify, defend and hold harmless the other Party and their Affiliates and each of their directors, officers, employees, agents, representatives and contractors (an "**Indemnified Party**") from and against any and all claims, demands, actions, litigation, investigations, proceedings, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of or related to such Party's fraud, gross negligence, willful misconduct, or intentional misconduct.
- b. Customer Indemnification. Subject to the limitations of liability, Customer will on a joint and several basis, indemnify, defend and hold harmless Entrust (together with its Affiliates) and Mastercard and its Affiliates and each of their directors, officers, employees, agents, representatives and contractors ("**Mastercard/Entrust Indemnified Parties**," and for purposes of Section 15.3(c) below, also an "**Indemnified Party**") from and against any and all claims, demands, actions, litigation, investigations, proceedings, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of or related to: (i) any misrepresentations or omissions made by Customer with respect to Mastercard Identity, (ii) any warranties made by or at Customer's direction in excess of the warranties provided in the applicable documentation without Mastercard and Entrust's prior written consent, (iii) claims by any of Customer's customers; (iv) any action or inaction by any of Customer's customers or Authorized Users; which, if such action or inaction were attributable to Customer, would be a breach of the Agreement; or (v) a breach by Customer of any of its obligations under the Insurance, Compliance Review, Compliance with Laws, Data Privacy Provisions (as applicable) and Authority Section(s) under this Agreement.
- c. Intellectual Property Rights Indemnification.

- i. Mastercard, at its own expense, will defend, indemnify or, at its sole option, settle any claim or action brought by a third party against Customer and its Affiliates and each of their directors, officers, employees, agents, representatives and contractors (“**Customer’s Indemnitees**,” and for purposes of Section 15(b) above, also an “**Indemnified Party**”) to the extent alleging that Mastercard Identity, when used within the scope of the Agreement, infringe any patent, trademark or copyright of a third party (“**IP Claim**”).
 - ii. Mastercard’s indemnification obligations are subject to Customer providing Mastercard with reasonable assistance, information and cooperation in defending the lawsuit or proceeding.
 - iii. Mastercard shall have no obligation to indemnify, defend or hold harmless under the Agreement to the extent that an IP Claim arises from or is based on any use of Mastercard Identity: (i) not in accordance with the Agreement or the applicable documentation or for purposes not specifically authorized under the Agreement; or (ii) in combination with any other product or service that is not supplied or expressly approved by Mastercard for use with Mastercard Identity.
 - iv. Following notice of an IP Claim or upon any facts which in Mastercard’s sole opinion are likely to give rise to such IP Claim, Mastercard shall in its sole discretion and at its sole option, elect to: (i) procure for Customer the right to continue to use the Products or Services, at no additional cost to Partner; or (ii) replace or modify the Products or Services so that it becomes non-infringing, but remains functionally equivalent.
 - v. This Section 15(c) sets forth the sole and exclusive liability of Mastercard and Customer’s sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party Intellectual Property Rights by Mastercard Identity or use thereof.
- d. Procedures.
- i. In the case of any claim, action or proceeding (a “**Claim**”) in respect of which Customer or Mastercard (as the case may be, the “**Indemnifying Party**”) is obligated under the Agreement to indemnify an Indemnified Party, the Indemnified Party will give prompt written notice thereof to the Indemnifying Party, which may assume the defense thereof by engagement of counsel reasonably satisfactory to the Indemnified Party.
 - ii. The Indemnifying Party may assume the defense of such Claim no later than fifteen (15) days after the date of such notice, provided that in no event will any delay or failure to notify the Indemnifying Party relieve the Indemnifying Party of its obligations under Sections 15(a), 15(b), or 15(c) above unless such delay results in actual harm to the Indemnifying Party. If the Indemnifying Party does not so assume the defense, the Indemnified Party may do so, with all costs and expenses thereof being borne by the Indemnifying Party. If the Indemnifying Party does assume the defense, the Indemnified Party may, if it so desires, employ additional counsel at its own expense to assist in the handling of such Claim.
 - iii. The Indemnifying Party may, without the Indemnified Party’s consent, settle or compromise any Claim, or consent to the entry of any judgment, if such settlement, compromise or judgment provides for the unconditional release by the claimant or plaintiff of the Indemnified Party and its Affiliates from all liability in respect of such Claim and does not impose injunctive relief or obligations against any of them or require any admission or statement of fault, negligence, guilt or complicity by any Indemnified Party. If such settlement, compromise or judgment would impose injunctive relief or obligation on any Indemnified Party, such settlement, compromise or consent to judgment will be made only with the Indemnified Party’s prior written consent, not to be unreasonably delayed or withheld. The Indemnified Party will provide reasonable assistance to the Indemnifying Party in the defense of any Claim.

16. **Privacy and Data Security.**

- a. **Data Protection.** To the extent Mastercard Identity involves the Processing of Personal Data or Personal Information subject to Privacy and Data Protection Law, Mastercard and Customer agree to comply with their respective obligations set forth in the Mastercard Identity Data Processing Agreement and its annexes and addenda (available as of the Effective Date at: <https://Mastercard.Identity.com/Mastercard-Identity-agreements-and-terms/> or a successor location), which are incorporated into this Agreement by reference (collectively, the “Data Processing Agreement”). Upon termination of this Agreement and Customer’s request, Customer may submit to Mastercard a written request for Mastercard to delete Customer’s Personal Data.
- b. **Mastercard Purposes.** In accordance with this Agreement, Mastercard processes Personal Data for the following Business Purposes; to provide the Services to Customer pursuant to this Agreement, to improve and develop Mastercard’s product and services, to enable fraud detection and prevention, and to ensure compliance with applicable law.
- c. **Customer Purposes.** Customer may use the Services and processes Personal Data for the following Business Purposes: receiving and using Mastercard Data in the context of the Services for detecting, preventing, and combatting fraud.
- d. Each Party agrees that, in relation to the Processing of Personal Data for its own purposes, it is fully liable towards individuals for the entire damages resulting from a violation of Privacy and Data Protection Law or of this Agreement. The Parties agree that if Mastercard has paid compensation, damages or fines, Mastercard is entitled to claim back from Customer that part of the compensation, damages or fines, corresponding to Customer’s part of responsibility for the compensation, damages or fines. The Parties agree that if Customer has paid compensation, damages, or fines, Customer is entitled to claim back from Mastercard that part of the compensation, damages, or fines, corresponding to Mastercard’s part of responsibility for the compensation, damages, or fines.