

Mastercard Anti-Piracy Policy

The purpose of this document is to set forth Mastercard's policy for addressing the online sale by a Merchant of copyright-infringing products and counterfeit trademark products (the "Anti-Piracy Policy"). The Anti-Piracy Policy supports and is considered in conjunction with Mastercard's Business Risk Assessment and Mitigation ("BRAM") program. The BRAM program, among other things, prohibits a Merchant from submitting for payment, and an Acquirer from accepting from a Merchant for submission for payment, to the Mastercard network any transaction that is illegal, or is deemed by Mastercard in its sole discretion, to damage or have the potential to damage the goodwill of Mastercard or reflect negatively on the Mastercard brand. The following activities are prohibited under the BRAM program: the sale or offer of sale of a product or service other than in full compliance with all laws applicable to the Acquirer, Issuer, Merchant, Cardholder, Cards, or Mastercard (as these terms are defined in the Mastercard Rules).

Mastercard addresses intellectual property piracy as follows:

1 – Law Enforcement Involvement

When a law enforcement entity is involved in the investigation of the online sale of a product or service that allegedly infringes copyright or trademark rights of another party ("Illegitimate Product") by a Merchant and provides Mastercard with evidence of illegal activity for Mastercard's use in taking action under this Policy, Mastercard will endeavor to identify the Acquirer that has the relationship with that Merchant. If Mastercard determines that the Merchant is accepting Mastercard cards through an existing Acquirer relationship, Mastercard will require that the Acquirer investigate the alleged illegal activity and, within two business days, provide a written report to Mastercard setting forth the results of the investigation and any steps taken to address those results. If the Acquirer determines that the Merchant was engaging in the sale of an Illegitimate Product, the Acquirer must take the actions necessary to ensure that the Merchant has ceased accepting Mastercard cards as payment for the Illegitimate Product. If the Acquirer determines that the Merchant was not engaging in the sale of an Illegitimate Product, the Acquirer must provide to Mastercard compelling evidence demonstrating that finding. Mastercard may exercise discretion to afford the Acquirer additional time to complete the Acquirer's obligations set forth herein. If the Acquirer terminates the Merchant, Mastercard will require that the Acquirer list the Merchant in the Mastercard MATCH compliance system of terminated merchants, where applicable, and thereby afford all Acquirers in the Mastercard network notice that the Merchant has been terminated and of the Reason Code used by the Acquirer for the termination.

2 – No Law Enforcement Involvement

When there is no law enforcement involvement, an intellectual property right holder may notify Mastercard of its belief that the online sale of a product(s) violates its intellectual property rights and request that Mastercard take action upon such belief. Mastercard maintains the following email address for this purpose: ipinquiries@mastercard.com. The notification and referral (the “Referral”) must include:

(a) a description of the alleged infringement, including the specific identity of the site allegedly engaged in the sale of the alleged Illegitimate Product and compelling evidence substantiating the allegation. The notification must specifically identify any products alleged to be an Illegitimate Product and the location of the alleged Illegitimate Product(s) on the website (i.e., the specific URL path to the Illegitimate Product);

(b) evidence that the allegedly Illegitimate Products can be purchased using a Mastercard-branded payment card, for example, by providing a screenshot of the Mastercard logo appearing on the Merchant website. Test transactions are helpful, but not required to submit a complete notification;

(c) a copy of at least three of the right holder’s cease and desist letters or Digital Millennium Copyright Act (DMCA) notice notifying the website owner/Merchant that it is engaging in infringing activity, and an attestation that, to the best of the right holder’s knowledge, the site is not licensed or otherwise authorized to sell the alleged Illegitimate Products in question; and

(d) evidence demonstrating that the right holder owns the copyright(s) or trademark(s) in question.

Mastercard will accept a Referral from, and otherwise coordinate with, a trade association with legal authority to act on behalf of an intellectual property right holder. By the submission of the Referral, the submitter certifies that (i) the information set forth in the Referral is true and accurate to the best of the submitter’s knowledge, (ii) Mastercard may disclose the identity of the submitter and the contents of the Referral to any person Mastercard deems appropriate, and (iii) the submitter will cooperate in any judicial or other process concerning Mastercard’s receipt and use of the information set forth in the Referral. Mastercard may require the submitter (or if different, the intellectual property right holder) to defend, indemnify and hold Mastercard harmless against any claim by the Merchant, Acquirer, or other affected party made as a result of an investigation under this Policy, including, but not limited to, paying directly for, or reimbursing Mastercard and other affected parties for any attorneys’ fees, costs and damages they may arise from such claim.

When Mastercard receives a Referral, Mastercard will endeavor to identify the Acquirer that has the relationship with that Merchant. If Mastercard determines that the Merchant is accepting Mastercard cards through an existing Acquirer relationship, Mastercard will send the Referral to the Acquirer and require that the Acquirer investigate the alleged illegal activity and, within five business days, provide a written report to Mastercard setting forth the results of the investigation and any steps taken to address those results. If the Acquirer determines that the Merchant was engaging in the sale of an Illegitimate Product, the Acquirer must take the actions necessary to ensure that the Merchant has ceased accepting Mastercard cards as payment for the Illegitimate Product. If the Acquirer determines that the Merchant was not engaging in the sale of an Illegitimate Product, the Acquirer must provide Mastercard compelling evidence demonstrating that finding. Mastercard may exercise discretion to afford the Acquirer additional time to complete the Acquirer's obligations set forth herein. Following receipt of the results of the Acquirer's investigation, Mastercard will inform the right holder or trade association of those results. If the Acquirer terminates the Merchant, Mastercard will require that the Acquirer list the Merchant in the Mastercard MATCH compliance system of terminated merchants, where applicable, and thereby afford all Acquirers in the Mastercard network notice that the Merchant has been terminated and of the Reason Code used by the Acquirer for the termination.

3 – Other

If the Merchant is located in a country where the online sale of the alleged Illegitimate Product does not violate applicable country laws, the Acquirer must suspend or terminate acquiring sales by that Merchant to account holders of accounts issued in countries where the sale of the alleged Illegitimate Product is illegal or is otherwise prohibited by local law.

4 – Failure to Comply with this Anti-Piracy Policy

Mastercard has the right to limit, suspend, terminate or condition the Membership, Membership privileges, or both, of any Acquirer that Mastercard deems does not comply with applicable law or with this Anti-Piracy Policy. Mastercard has the sole right to interpret and enforce this Anti-Piracy Policy. Furthermore, Mastercard may assess any Acquirer that Mastercard deems does not comply with this Anti-Piracy Policy, as such Policy may be amended from time to time.