# Visa U.S.A. Inc. Operating Regulations

### Volume I—General Rules

November 15, 2008

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# About the Operating Regulations

The Visa Operating Regulations consist of the Visa International and Regional Operating Regulations, and govern the relationship between Visa and its Members. The Visa Operating Regulations do not constitute a third-party beneficiary contract as to any entity or person, nor do they constitute a contract, promise or representation, or confer any rights, privileges, or claims of any kind, as to any third parties. Visa reserves the right to amend, modify, delete or otherwise change the Visa Operating Regulations at any time, and such changes, if made after the publication date noted in this version of the Visa Operating Regulations (November 15, 2008), will not appear in this manual. The contents of this manual will be updated in accordance with the normal publication cycle of the Visa Operating Regulations. In the event of any discrepancy between the text in this manual and the Visa Operating Regulations, the text contained in the Visa Operating Regulations takes precedence.

The Regional Operating Regulations each apply only to the operations of Members within each respective Region (e.g., the *Visa USA Inc. Operating Regulations* only apply to a Member's operations in the U.S. region). In addition, please note that Visa Europe is a separate entity that is an exclusive licensee of Visa Inc.'s trademarks and technology in the European region and, as such, members of Visa Europe are governed by the Operating Regulations of Visa Europe.

### Purpose of this Manual

As a newly global, public company, Visa is increasing transparency to provide all stakeholders with a better understanding of our business. Visa believes public disclosure of our Operating Regulations will not only help demonstrate the complexity of our industry, but also the consideration Visa takes in balancing the interests of financial institutions, merchants and consumers, while maintaining strict compliance with the diverse regulatory requirements throughout the world.

### **Other Notices**

Although the *Visa Operating Regulations* govern only our Members' participation in the VisaNet payments systems, we recognize the broader community's interest in understanding our rules. In order to safeguard the security of our cardholders and merchants and the integrity of the Visa system, we have omitted certain proprietary and competitive information from this manual.

As such, a reader of this manual may observe non-sequential section numbering, and information that may seem out of context or incomplete regarding the subject addressed. Visa makes no representations or warranties as to the accuracy or completeness of the text contained in this manual. In addition, the *Visa Operating Regulations* refer to certain confidential and technical publications and associated materials published by Visa which explain certain system functions and product or service requirements related to the day-to-day operating *Regulations* and apply if a Member participates in a specific service governed by their relationship with Visa.

If you have questions about the *Visa Operating Regulations*, or need additional information that is not contained in these materials, please visit www.corporate.visa.com.

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# Appendix A—Definitions

# Appendix C—Merchant Data Standards

# 1.1 Introduction

This chapter specifies requirements that all Members must follow.

The Visa U.S.A. Inc. Operating Regulations apply only to financial institutions and their Agents conducting Card issuing and Merchant acquiring activities within the U.S.A. Region as Members of Visa U.S.A. Inc.

# **1.2 General Regulations**

# 1.2.A Member Responsibilities

A Member must:

- Comply with **all** of the following:
  - Visa U.S.A. Inc. Operating Regulations
  - Visa U.S.A. Inc. Certificate of Incorporation and Bylaws
  - Visa International Operating Regulations
  - Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)
  - Visa Product Brand Standards (for Cards bearing the Visa Brand Mark)
  - Appropriate VisaNet User's Manuals
- Perform all obligations imposed on Visa U.S.A. under the Visa International Operating Regulations that arise out of Interchange or a Transaction resulting in Interchange, between the Member and a Foreign Licensee

A Member must **not** do anything to cause Visa U.S.A. to violate the Visa International Operating Regulations.

# 1.2.B Extensions to the Visa U.S.A. Inc. Operating Regulations

The requirements in the publications referred to in the *Visa U.S.A. Inc. Operating Regulations* have the same authority as the *Visa U.S.A. Inc. Operating Regulations*. They are binding upon participants in the services referred to. The *Visa U.S.A. Inc. Operating Regulations* govern in the event of any inconsistency or contradiction, unless the Visa U.S.A. Board specifically grants a variance.

1.2.C Use and Application of the Visa U.S.A. Inc. Operating Regulations

# 1.2.C Use and Application of the Visa U.S.A. Inc. Operating Regulations

The Visa U.S.A. Inc. Operating Regulations apply only to financial institutions conducting Card issuing and Merchant acquiring activities within the U.S.A. Region as Members of Visa U.S.A. Inc., and their Agents. As such, the Operating Regulations govern the relationship between Visa U.S.A. Inc. and its Members and their Agents. The Operating Regulations do not constitute a third-party beneficiary contract as to any entity or person, nor do they constitute a contract, promise or representation, or confer any rights, privileges, or claims of any kind as to any third parties. Visa U.S.A. Inc. reserves the right to amend, modify, delete or otherwise change the Operating Regulations at any time, and such changes, if made after the publication date noted in the Operating Regulations, will not appear in such Operating Regulations. Such changes will be reflected in the next published version of the Operating Regulations.

# 1.2.D Emergency Variances

The President of Visa U.S.A. may direct Visa to grant a Member an emergency variance to a specific operating regulation if the Member cannot comply due to circumstances beyond its control, such as:

- Natural disaster
- Act of war
- Government restriction
- Failure of public infrastructure

# 1.2.E Confidentiality

# 1.2.E.1 Member Disclosure of Confidential Visa Materials

Except as specified in *Section 1.2.E.2*, a Visa Member must comply with **all** of the following:

- · Prevent disclosure of any Visa confidential information to any nonmember
- Treat all Visa documents marked "Confidential" as confidential and proprietary information of Visa
- Take reasonable measures to protect documents but treat them with at least the degree of care with which a Member treats its own confidential and proprietary information
- Disclose confidential and proprietary information only to those employees with a specific need to know

Disclosure to contractors of technical specifications is subject to Section 1.12.B.2.

#### 1.2.E.2 Disclosure of BIN Information to Merchants

An Acquirer may provide Visa Debit Card BIN information to its Merchant or its Agent, as specified in *Section 4.2.C.7*, solely for purposes of identifying Visa Debit Cards presented at the point of sale. An Acquirer must provide this BIN information to any Merchant requesting it for the permitted purpose.

#### 1.2.E.3 Member Disposal of Confidential Consumer Cardholder Information

A Member must implement policies and procedures designed to ensure timely disposal or destruction of Confidential Consumer Cardholder Information, in accordance with regulatory guidelines, in a manner that makes such information unreadable.

# 1.2.E.4 Visa Use and Disclosure of Confidential Consumer Cardholder Information

Visa U.S.A. and its subsidiaries will not use or disclose Confidential Consumer Cardholder Information to third parties, other than for any one of the following:

- Use or disclosure in the ordinary course of business to provide services to a Member or a Member's designated Agent, including, but not limited to:
  - Completing a Transaction
  - Risk control
  - Dispute resolution
  - Marketing services
- Use or disclosure with the consent of the Cardholder
- Other use or disclosure that is in accordance with applicable law

## 1.2.E.5 Visa Security of Confidential Consumer Cardholder Information

- 1.2.E.5.a Visa U.S.A. and its subsidiaries will restrict access to Confidential Consumer Cardholder Information to those employees who Visa U.S.A. or its subsidiaries has determined need to know that information to provide products and services to Members.
- **1.2.E.5.b** Visa U.S.A. and its subsidiaries will maintain physical, electronic, and procedural safeguards that are designed to:
  - Maintain the security and confidentiality of Confidential Consumer Cardholder Information
  - Protect against anticipated threats or hazards to the security or integrity of Confidential Consumer Cardholder Information
  - Prevent unauthorized access to or use of such Confidential Consumer Cardholder Information that could result in substantial harm or inconvenience to Consumer Cardholders
  - Visa will notify a Member in the event that Visa reasonably believes that Confidential Consumer Cardholder Information about a Member's customer has been compromised due to a breach of security.
- **1.2.E.5.c** Visa U.S.A. and its subsidiaries shall adopt policies and procedures and provide to Members appropriate reviews and reports to enable Members to monitor Visa U.S.A. and its subsidiaries' compliance with these commitments.

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1.2.E.6 Visa Disposal of Confidential Consumer Cardholder Information

# 1.2.E.6 Visa Disposal of Confidential Consumer Cardholder Information

**1.2.E.6.a** Visa U.S.A. and its subsidiaries will use reasonable measures designed to ensure that all Confidential Consumer Cardholder Information is erased or destroyed, in accordance with regulatory guidelines, so as to render such information unreadable.

# 1.2.F Use of Electronic Signature

With the exception of the initial Membership Application, a Member may submit other required Visa forms and registration requests through Visa Online. A request submitted by an authorized party, in accordance with the requirements specified in *Section 1.2.F.1*, constitutes an Electronic Signature and is considered binding with the same force and authority as handwritten signature.

# 1.2.F.1 Criteria

## 1.2.F.1.a To be valid, an Electronic Signature must:

- Be submitted via Visa Online
- Be submitted by an authorized signer (i.e., officer of the Member) and validated on the basis of Visa Online user identification and authenticated in accordance with the procedures established by Visa
- Provide evidence of the authorized officer's intent to sign by the officer's acceptance of the click-through notice provided on Visa Online
- 1.2.F.1.b A Member must maintain reasonable safeguards and security controls to limit access to authorized personnel

# 1.2.F.2 Applicability

Unless instructed otherwise, a Member that has already executed and submitted an initial Membership Application may submit electronically all subsequent documentation that is available on Visa Online, if the Electronic Signature requirements in *Section 1.2.F.1* are satisfied.

## 1.2.F.3 Enforceability

**1.2.F.3.a** Documentation submitted with a valid Electronic Signature through Visa Online, as specified in *Section 1.2.F.1*, and authenticated by Visa, constitutes a binding commitment with the same legal force and effect as a handwritten signature.

# 1.3 Anti-Money Laundering Program

A Member must implement an Anti-Money Laundering Program to protect Visa and Members from the high-risk activity of individual Members.

# 1.3.A Member Responsibilities

A Member must:

- Implement and maintain an Anti-Money Laundering Program by:
  - Creating internal policies, procedures, and controls to prevent money laundering and terrorist financing
  - Designating a compliance officer to overlook the operations of the program
  - Training employees of the program on an on-going basis
  - Hiring an independent audit company to monitor the program, as applicable
- In a timely manner, block the Authorization of Cardholder Transactions or terminate all Merchants that engage in the following activities:
  - The introduction of illegal funds into the Visa system
  - The laundering of money through the Visa system
  - The financing of terrorist activity through the Visa system
- Accept responsibility for the Anti-Money Laundering Program of any Agent used by the Member in connection with its Visa Program
- As requested by Visa U.S.A., provide an independent assessment of the effectiveness of the Anti-Money Laundering Program of the Member or any Agent used by the Member
- Cooperate with Visa in the application of the Anti-Money Laundering Program, including:
  - Assisting Visa in guarding against money laundering and terrorist financing
  - Supplying Visa with a copy of its Anti-Money Laundering Program plan upon request

# 1.3.B Noncompliance

If Visa determines that a Member or its Agent failed to comply with the Anti-Money Laundering Program requirements, as specified in *Section 1.3.A*, Visa may impose conditions on the Member or its Agent, including:

- Implementing additional policies, procedures, or controls
- Requiring the termination of its agreement with its Merchant, its Agent, or its Cardholder
- Imposing fines or other penalties, as specified in Chapter 1, "General Regulations,"
- Terminating the Member's membership
- Taking any other action that Visa in its sole discretion determines is appropriate with respect to the Member or its Agent

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1.4 VisaNet Processors

# 1.4 VisaNet Processors

# 1.4.A General Requirements

This section defines a Member's responsibilities if the Member uses a VisaNet Processor to preform services governed by the *Visa U.S.A. Inc. Operating Regulations*, and the prescribed penalties if these rules are not followed.

# 1.4.A.1 Use of VisaNet Processor

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1.4.A.1.aAny Member, except a Sponsored Member, that uses a VisaNet Processor, whether<br/>or not the VisaNet Processor is itself a Member, must comply with all of the following:
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- Complete and return to Visa U.S.A. a VisaNet Processor Registration and Designation/Termination form:
  - Prior to using the VisaNet Processor and
  - Immediately if any change occurs in the VisaNet Processor relationship

A *VisaNet Processor Registration and Designation/Termination* form is available either through Visa Online or upon request from Visa U.S.A.

- Complete a contract with the VisaNet Processor, as specified in Section 1.4.B
- Ensure that the VisaNet Processor complies with the applicable provisions of the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws and Visa U.S.A. Inc. Operating Regulations
- Ensure that any changes to BIN relationships comply with the requirements specified in *Section 1.11*.
- 1.4.A.1.b Any Member that uses a nonmember as a VisaNet Processor, must ensure that the nonmember completes and returns to Visa a *VisaNet Letter of Agreement (Exhibit K)* prior to using the nonmember as a VisaNet Processor
- 1.4.A.1.cAny Member that uses an Offshore VisaNet Processor must ensure that the Offshore<br/>VisaNet Processor:
  - Completes and returns to Visa a VisaNet Letter of Agreement (Exhibit K) and VisaNet Letter of Agreement for Offshore VisaNet Processors (Exhibit K-2) prior to using the Offshore VisaNet Processor
  - Agrees to comply with U.S. domestic law with respect to all processing activities conducted outside the United States
  - Be located in a country in which U.S. court judgements can be enforced, as determined by Visa U.S.A.
  - Complies with all requirements applicable to processing Transactions in accordance with the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws* and *Visa U.S.A. Inc. Operating Regulations*, including risk and security requirements (e.g., Cardholder Information Security Program)
  - Complies with other detailed business requirements, available upon request from Visa U.S.A.
  - Agrees to pay Visa U.S.A. fees

1.4.A.1.d	A Member must accept:
	<ul> <li>Liability for all those activities, including both acts and omissions, of its Offshore VisaNet Processor, as specified in VisaNet Processor Registration and Designation/Termination form, available through Visa Online, and</li> </ul>
	<ul> <li>Comply with additional business requirements, available from Visa U.S.A. upon request</li> </ul>
1.4.A.1.e	A Member is responsible for any and all losses caused by its VisaNet Processor. All Members using a clearing or authorizing VisaNet Processor, whether a Member or nonmember, are jointly and severally responsible for the proper performance by that VisaNet Processor of all the requirements of the <i>Visa U.S.A. Inc. Certificate of Incorporation and Bylaws</i> and <i>Visa U.S.A. Inc. Operating Regulations</i> .
1.4.A.2	Quarterly Reporting
1.4.A.2.a	All Members that use a nonmember VisaNet Processor or Clearing Member to process Transaction-related data must submit a quarterly report to Visa U.S.A. Membership Management, as specified in <i>Section 1.4.A.2.b</i>
1.4.A.2.b	The quarterly report must include the following minimum information:
	<ul> <li>Identification of the services provided by the nonmember VisaNet Processor or Clearing Member</li> </ul>
	Products and programs supported
	<ul> <li>BINs under which the Member's activity is processed</li> </ul>
1.4.A.3	Transaction Information Security
1.4.A.3	<b>Transaction Information Security</b> A Member must ensure that all VisaNet Processors with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements, as specified in <i>Section 2.2.R</i> , <i>Section 3.2.J</i> , and <i>Section 4.2.S</i> .
1.4.A.3 1.4.A.4	A Member must ensure that all VisaNet Processors with access to account or Visa Transaction Information comply with Visa Transaction Information security
	A Member must ensure that all VisaNet Processors with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements, as specified in <i>Section 2.2.R</i> , <i>Section 3.2.J</i> , and <i>Section 4.2.S</i> .
	A Member must ensure that all VisaNet Processors with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements, as specified in <i>Section 2.2.R</i> , <i>Section 3.2.J</i> , and <i>Section 4.2.S</i> . <b>Disclosure of Account or Visa Transaction Information</b> A Member, in the event of the failure, including bankruptcy, insolvency, or other suspension of business operations, of one of its VisaNet Processors must ensure that the VisaNet Processor does <b>not</b> sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction
	A Member must ensure that all VisaNet Processors with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements, as specified in <i>Section 2.2.R</i> , <i>Section 3.2.J</i> , and <i>Section 4.2.S</i> . <b>Disclosure of Account or Visa Transaction Information</b> A Member, in the event of the failure, including bankruptcy, insolvency, or other suspension of business operations, of one of its VisaNet Processors must ensure that the VisaNet Processor does <b>not</b> sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction Information to any other entity.
	A Member must ensure that all VisaNet Processors with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements, as specified in <i>Section 2.2.R</i> , <i>Section 3.2.J</i> , and <i>Section 4.2.S</i> . <b>Disclosure of Account or Visa Transaction Information</b> A Member, in the event of the failure, including bankruptcy, insolvency, or other suspension of business operations, of one of its VisaNet Processors must ensure that the VisaNet Processor does <b>not</b> sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction Information to any other entity. The Member must ensure that its VisaNet Processor either:
	A Member must ensure that all VisaNet Processors with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements, as specified in <i>Section 2.2.R</i> , <i>Section 3.2.J</i> , and <i>Section 4.2.S</i> . <b>Disclosure of Account or Visa Transaction Information</b> A Member, in the event of the failure, including bankruptcy, insolvency, or other suspension of business operations, of one of its VisaNet Processors must ensure that the VisaNet Processor does <b>not</b> sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction Information to any other entity. The Member must ensure that its VisaNet Processor either: • Returns this information to the Member <b>or</b>
1.4.A.4	<ul> <li>A Member must ensure that all VisaNet Processors with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements, as specified in Section 2.2.R, Section 3.2.J, and Section 4.2.S.</li> <li>Disclosure of Account or Visa Transaction Information</li> <li>A Member, in the event of the failure, including bankruptcy, insolvency, or other suspension of business operations, of one of its VisaNet Processors must ensure that the VisaNet Processor does not sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction Information to any other entity.</li> <li>The Member must ensure that its VisaNet Processor either:</li> <li>Returns this information to the Member or</li> <li>Provides acceptable proof of destruction of this information to the Member</li> </ul>

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1.4.B VisaNet Processor Contracts

# 1.4.B VisaNet Processor Contracts

Any Member, except a Sponsored Member, that designates another Member or a nonmember to act as its VisaNet Processor, must have a contract with that VisaNet Processor. The contract must include at least the substance of the provisions specified in this section.

# 1.4.B.1 Member and VisaNet Processor Responsibilities

- **1.4.B.1.a** The Member must provide Transaction-related processing instructions directly to the VisaNet Processor.
- 1.4.B.1.b A Member must ensure that a VisaNet Processor acting as a Clearing Processor:
  - Provides access to Cardholder, Merchant, Sponsored Merchant, and Member data
     and
  - Withholds or redirects Settlement funds, as required by Visa U.S.A.

# 1.4.B.2 Contract Requirements

- 1.4.B.2.aThe contract between a Member and its VisaNet Processor must require the VisaNet<br/>Processor to:
  - Ensure that all Third Parties that use a Member's BIN are properly registered by that Member with Visa U.S.A.
  - Notify BIN Licensees in writing and receive written approval prior to allowing any Third Party to use a Member's BIN or granting access to Cardholder information

Report at least quarterly to the Member and Visa, any Third Parties that use its BIN

## 1.4.B.3 Use of an Airline Authorizing Processor

Prior to implementing a direct connection to VisaNet, a Member must ensure that an Airline Authorizing Processor has either:

- Completed and submitted a VisaNet Letter of Agreement (Exhibit K) to Visa
- Signed a separate agreement with Visa

Members acquiring Airline Transactions need not submit a VisaNet Letter of Agreement (Exhibit K) or a VisaNet Processor Registration and Designation/Termination form when the VisaNet Processor used by the Airline for Authorizations is an Airline Authorizing Processor. The VisaNet Processor form is available either through Visa Online or upon request from Visa U.S.A.

# 1.4.C VisaNet Processor Fines and Penalties

In addition to liability under Section 1.4.A.1 a Member using a VisaNet Processor that fails to comply with the Visa U.S.A. Inc. Operating Regulations and Visa U.S.A. Inc. Certificate of Incorporation and Bylaws is subject to fines and penalties.

# 1.4.C.1 Member Liability

The combined liability of all Members for a VisaNet Processor's failure to comply must **not** be more than the fine or penalty amount for the violation involved.

# 1.4.C.2 Member VisaNet Processors

- 1.4.C.2.aVisa may assess fines resulting from the activities of a Member performing services<br/>on behalf of another Member to the:
  - Performing Member and
  - Member for whom the services are performed

The total paid by both Members must **not** be more than the fine or penalty amount for the violation involved.

**1.4.C.2.b** If a Member acts as a VisaNet Processor for another Member, it is considered a single entity with that other Member in determining repetitive violations.

# **1.5 Use of Third Parties**

# 1.5.A Third Party Registration Program

A Member that uses any Third Party must comply with all of the following requirements.<sup>1</sup> Only a Third Party that has a direct written contract with a Member may perform services on behalf of the Member.

# 1.5.B Third Parties

# 1.5.B.1 Registration with Visa U.S.A.

- **1.5.B.1.a** A Member must register a Third Party with Visa U.S.A. prior to the performance of any contracted services or Transaction activity.
- **1.5.B.1.b**A Member must register with Visa U.S.A. a Third Party that has been engaged by any<br/>of its Merchants, prior to the performance of any contracted services by the Third<br/>Party on behalf of the Merchant.

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<sup>&</sup>lt;sup>1</sup> A Third Party is exempt from the registration requirements and associated fees if it only provides services on behalf of its affiliates (including parents and subsidiaries) and those affiliates are Members of Visa U.S.A. that own and control at least 25 percent of the Third Party.

1.5.B.1.c	Registration of a Third Party is specific to each Member, and requires a separate registration by each Member for any Third Party that uses its BIN.
1.5.B.1.d	Prior to registering a Third Party, the Member must complete and validate compliance with the <i>Enhanced ISO/Service Provider Risk Standards</i> document that is available through the Member Management Application Service on Visa Online or upon request from Visa U.S.A. Exceptions to the <i>Enhanced ISO/Service Provider Risk Standards</i> may be granted by Visa.
1.5.B.1.e	An appropriate senior officer of the Member must review all documentation and approve the Third Party. Approval must be based on sound business practices that will not compromise either the Member or Visa, and may not be based solely on any purported limitation of the Member's financial liability in any agreement with the Third Party.
1.5.B.1.f	Members with currently registered Third Parties:
	<ul> <li>May be required, upon request from Visa U.S.A., to provide documentation to confirm compliance with the <i>Enhanced ISO/Service Provider Risk Standards</i></li> </ul>
	<ul> <li>Must perform an annual review of all Third Parties to confirm ongoing compliance with the Enhanced ISO/Service Provider Risk Standards document</li> </ul>
1.5.B.2	Notification of Changes
1.5.B.2.a	A Member must use the Membership Management Application available through Visa Online to notify Visa U.S.A. of any change in the Third Party's principals or business relationship, (including change of ownership or termination of contract)
1.5.B.2.b	The notice must be sent to Visa U.S.A. within 3 business days of the change or knowledge of the change.
1.5.B.2.c	A Member must forward to Visa, via the Membership Management Application available through Visa Online, requests for correction.
1.5.B.3	Fees
1.5.B.3.a	Visa U.S.A. assesses a registration fee and annual charge for Third Parties as specified in the Visa U.S.A. Pricing Directory.
1.5.B.3.b	The fee for Member registration of each Third Party will be charged directly to the Member.
1.5.B.3.c	Visa U.S.A. will waive the annual fee for the calendar year in which the initial registration fee has been assessed.
1.5.B.4	Fines
	Visa assesses fines to any Member that fails to comply with the provisions of Section 1.5 or Section 2.2.R as specified in Section 1.7.D.17. A Member is subject to fines for the failure of its Third Parties to comply with the substance of these sections, including non-payment of fees to Visa.

# 1.5.C Contract Requirements

A Member must execute a written contract with each Third Party that performs Cardholder or Merchant solicitation and/or stores, processes, or transmits Cardholder or Transaction data on behalf of the Member.

The contract agreement, to the extent permitted by applicable law, must:

- · Be executed by a senior officer of the Member
- Contain at least the substance of the provisions specified in Section 1.5.E
- Ensure that the Third Party will comply with the substance of the following, as applicable:
  - Cardholder Information Security Program, as specified in Section 2.2.R
  - Visa U.S.A. Inc. Operating Regulations

# 1.5.E Member Risk Management Responsibilities

Before contracting with a Third Party, a Member must:

- Determine that the entity is financially responsible and will comply with the substance of the *Visa U.S.A. Inc. Operating Regulations* as well as applicable law
- Comply with the background check requirements specified in Section 1.5.E.1
- Comply with the registration program for Third Party, as specified in Section 1.5.B

## 1.5.E.1 Background Investigation

The Member must conduct a background investigation to verify the financial responsibility of the principals and ensure that no significant derogatory information exists.

# 1.5.E.2 On-Site Inspection

The Member must perform an on-site inspection of the business location to verify inventory, if applicable, and review solicitation or sales materials.

## 1.5.E.3 Agent Reference File Query

- **1.5.E.3.a** Before registering a Third Party, a Member must contact Acquirer Risk Information Systems to query the Agent Reference File.
  - If another Member has discontinued its relationship with the Third Party, Visa refers the inquiring Member to the Member with the former relationship for further information.
  - The Member with the former relationship is not obligated to disclose information to the inquiring Member.
- **1.5.E.3.b** Visa will not provide an inquiring Member with details of a Third Party's existing relationships with other Members, nor with the Members' identities.
- **1.5.E.3.c** Registration of a Third Party in the Agent Reference File does not represent confirmation of the Agent's compliance with any specific requirement by Visa U.S.A.

# 1.5.F Additional Member Responsibilities

# 1.5.F.1 General

# 1.5.F.1.a A Mer

- A Member must:
- Control approval and review of Merchants, approval of Cardholder applications, and establishment of Merchant fees for Visa Transactions
- Maintain a file on the Third Party that includes all applicable due diligence information records, and retain this file, with the reason for discontinuance, for a minimum of 2 years following discontinuance of the Third Party relationship
- Guarantee that it and the Third Party will comply with the substance of Section 1.5 and Section 2.2.R
- Identify each Third Party and designate the activities that it is authorized to perform on the Member's behalf or the Member's Merchant
- Ensure that the Third Party has access to and uses the information contained in the current Visa Interchange Directory, if the Member uses the Third Party for processing of any of the following:
  - Chargebacks
  - Arbitration
  - Compliance
  - Authorizations
  - Referrals
  - Fraud reporting
  - Settlement
- Advise the Third Party that:
  - Such organization or individual must **not** represent registration in the Agent Reference File as endorsement of its services by Visa U.S.A.
  - Registration of a Third Party is specific to each Member, and requires a separate Third Party registration process for each Member business relationship
- · Accept responsibility for any and all losses caused by its Third Party

# 1.5.F.2 Quarterly Reporting

- **1.5.F.2.a** Each Member must submit to Visa U.S.A. a detailed quarterly report in the form provided by Visa, signed by an authorized officer regarding the activities and services of each Third Party doing business on its behalf.
- **1.5.F.2.b** Visa U.S.A. assesses a fine if the Member fails to provide this information within 30 calendar days from quarter end.

# 1.5.F.3 Responsibility for Providing Information

If the Member, Visa U.S.A., its designees, or any regulatory agency requests Cardholder or Merchant information, the Third Party must provide the information in writing as soon as possible, but no later than 7 business days from receipt of a request. Requests may include information of any type, including the following:

- Organizational structure
- Employee information
- Sales-related data
- Financial Information
- Transaction data

# 1.5.F.4 Marketing Materials

1.5.F.4.a

- A Member must ensure that a Third Party:
  - Uses only solicitation materials, such as advertisements, stationary, business cards, sales brochures, and Web Site promotional content, approved by the Member, according to guidelines specified in *Section 1.8.A.5.c*
  - · Solicitation materials prominently identify the registering Member
  - Complies with the substance of *Visa U.S.A. Inc. Operating Regulations* regarding any permitted use of the Visa Program Marks

## 1.5.F.4.b If materials displaying Visa-Owned Marks are used, a Member must ensure that:

- The Member is prominently identified by name and city adjacent to the Visa-Owned Marks
- The material does not identify the Third Party, unless such organization or individual is prominently identified as a representative of the Member, as specified in *Section 1.8.A.5.c.*
- **1.5.F.4.c** A Member must **not** permit the use of any Visa-Owned mark by a Third Party on marketing materials such as business cards and letterhead on stationery, as specified in *Section 1.8.A.5.d*.
  - A Third Party must present itself to all current and prospective Cardholders and Merchants under the Trade Name or "doing business as" (DBA) name registered with the Member

# 1.5.F.5 Transaction Information Security

A Member must ensure that all Third Parties with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements, as specified in *Section 2.2.R*, *Section 3.2.J*, and *Section 4.2.I*. 1.5.F.6 Disclosure of Account or Visa Transaction Information

# 1.5.F.6 Disclosure of Account or Visa Transaction Information

A Member, in the event of the failure, including bankruptcy, insolvency, or other suspension of business operations, of one of its Third Parties must ensure that the Third Party does **not** sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction Information to any other entity.

The Member must ensure that its Third Party either:

- Returns this information to the Member or
- Provides acceptable proof of destruction of this information to the Member

# 1.5.F.7 Termination of Contract

The contract must include a provision allowing the Member or its Merchant to terminate the contract if the Third Party participates in any of the activities described in *Section 1.5.G* or the Member or its Merchant becomes insolvent.

# 1.5.G **Prohibitions**

## 1.5.G.1 General

- **1.5.G.1.a** Visa may permanently prohibit a Third Party and its principals from providing services with respect to Visa Products for good cause, such as:
  - Fraudulent activity
  - Activity that causes the Member to repeatedly violate the Visa U.S.A. Inc. Operating Regulations
  - Operating in an unsound, unsafe manner
  - Any other activities that may result in undue economic hardship or damage to the goodwill of the Visa system, if the Third Party fails to take corrective action
- **1.5.G.1.b** A Participant-Type Member must **not** use a Third Party unless authorized, in writing, by its Sponsor. The Sponsor must notify Visa U.S.A. of this authorization.
- 1.5.G.1.c A Third Party must **not** present itself as, or appear to be, a Member of Visa.

# 1.5.H Audits and Reviews

The Member, Visa U.S.A., or their designees may conduct financial, procedural, and Cardholder Information Security Program audits and/or reviews at any time.

# **1.7 Regulation Enforcement**

This section defines the enforcement mechanism for violations of any *Visa U.S.A. Inc. Operating Regulations*. It also specifies the procedure for allegation, investigation and Notification of violations, the schedule for fines, and the rights to appeal. These procedures and fines are in addition to enforcement rights available to Visa U.S.A. under other provisions of these Operating Regulations, the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws*, or through other legal or administrative procedures.

# 1.7.A Visa U.S.A. Inc. Operating Regulations

Visa U.S.A. officers may levy fines, as specified in the Visa U.S.A. Inc. Operating Regulations.

# 1.7.B Enforcement Procedures

## 1.7.B.1 Allegations

Allegations of violations may be brought by:

- A Member or
- A Visa officer

# 1.7.B.2 Investigation

- **1.7.B.2.a** Visa U.S.A. may investigate allegations of violations of the Visa U.S.A. Inc. Operating Regulations.
- **1.7.B.2.b** A Member must respond to, and provide information requested in, a Notification of the violation that is under investigation. The Member must submit its response and information within the time period specified in the Notification.
- **1.7.B.2.c** Visa U.S.A. may make such investigations as it deems appropriate and assess all investigative costs to the Member in addition to any fine that may be applicable.

# 1.7.B.3 Determination of Violation

Determination of a violation of the *Visa U.S.A. Inc. Operating Regulations* may be made as follows:

- Based on the response from the Member to a Notification of investigation and other available information, Visa U.S.A. will determine whether a violation of the *Visa U.S.A. Inc. Operating Regulations* has occurred.
- The Member's failure to respond to a Notification of investigation and to provide all information requested may result in a determination that a violation has occurred.

## 1.7.B.4 Notification of Determination

Visa U.S.A. will notify the Member whether violation(s) have been determined to have occurred and, if violation(s) are determined to have occurred and are continuing, specify a date by which the Member must correct the violation(s). If violation(s) are determined to have occurred, the Notification will:

- Advise the Member of the reasons for such determination
- Advise the Member of the fines assessed in accordance with Section 1.7.D, Section 1.7.E, and Section 1.7.F
- Advise the Member of the right to appeal the determination that a violation has occurred and the fines assessed for such violation in accordance with *Section 1.7.G*

1.7.B.5 Fine Assessment

# 1.7.B.5 Fine Assessment

Visa U.S.A. assesses fines, as specified in Section 1.7.

All fines imposed by Visa are fines imposed on Members. A Member is responsible for paying all fines, regardless of whether it absorbs the fines, passes them on, or increases them in billing its customer (e.g., Cardholder, Merchant). A Member must **not** represent to its customer that Visa imposes any fine on its customer.

# 1.7.B.6 Fine Payment

Any fine or reimbursement for investigative cost is assessed and collected, subsequent to Notification, via one of the following methods:

- Global Member Billing Solution
- Any other method deemed appropriate by Visa U.S.A.

# 1.7.C Fines Related to Repetitive, Willful, and Egregious Violations

# 1.7.C.1 Repetitive Violations

Repetitive violations of the *Visa U.S.A. Inc. Operating Regulations* incur heavier fines or other actions, as specified in *Section 1.7.B.* A violation of any section qualifies as a repetitive violation only if the violating Member does not correct it by the date specified in the Notification.

Penalties increase for repetitive violations within any 12-month period. The 12-month period begins on the date of the most recent Notification of the violation and ends following a 12-month period free of violations of that regulation.

# 1.7.C.2 Willful Violations

Additional fines may be levied for a violation deemed to be a Willful Violation, as specified in *Section 1.7.E*.

# 1.7.C.3 Egregious Violations

Additional fines may be levied for exceptional circumstances where the violation is not necessarily repetitive or willful yet presents immediate and substantial risks to Visa and its Members, as specified in *Section 1.7.F.* 

# 1.7.D Schedule of Fines

# 1.7.D.1 General

The fines listed in *Table 1-1* are in addition to any other fines identified in the *Visa U.S.A. Inc. Operating Regulations*.

Violation	Fine
First violation of regulation	Warning letter with specific date for correction and \$5,000 fine
Second violation of same regulation in a 12-month period after Notification of first violation	\$10,000 fine
Third violation of same regulation in a 12-month period after Notification of first violation	\$25,000 fine
Fourth violation of same regulation in a 12-month period after Notification of first violation and assessed during each month the violation remains uncorrected	\$50,000 fine
The violation is not corrected within a 12-month period.	Additional fine equal to all fines levied during that 12-month period, and Visa may consider the violation as willful and assess additional fines, as specified in <i>Section 1.7.E.</i>

# 1.7.D.2

# Penalties for Agreements with Prohibited Merchants

**1.7.D.2.a** Visa U.S.A. assesses a fine to an Acquirer that enters into a Merchant Agreement with a Merchant or known principals of a Merchant that Visa U.S.A. has prohibited from participating in the Visa or Visa Electron Program, as specified in *Table 1-2*.

Table 1-2:	Fines for Merchant Agreement with a Prohibited Merchant
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Violation	Fine
First violation in a 5-year period	\$10,000
Second violation in a 5-year period	\$20,000
Third violation in a 5-year period	\$50,000
Four or more violations in a 5-year period	At the discretion of Visa U.S.A.

# 1.7.D.2.b Visa U.S.A. assesses an additional fine of \$10,000 for each 30-calendar-day period, or portion thereof, during which the Acquirer fails to terminate the Merchant Agreement.

# 1.7.D.3 Penalties for Wire Transfer Money Order Transactions

An Acquirer that processes Wire Transfer Money Order Transactions from a Merchant Outlet that is prohibited in *Section 5.4.B* is subject to the following fines, if the Acquirer continues to process these Transactions after Notification:

## Table 1-3: Wire Transfer Money Order Fines

Assessment	Fine
4 months after Notification	\$100 per Merchant Outlet
5 months after Notification	\$500 per Merchant Outlet
Each month thereafter	\$1,000 per Merchant Outlet

# 1.7.D.4 Penalties for Violation of Emergency/Travel Services Requirements

- 1.7.D.4.a An Issuer that fails to respond to an Emergency Cash Disbursement or Emergency Card Replacement request within the time limits specified in the *Visa Enhancements Resource Guide* is subject to the fines specified in *Table 1-4*. Visa U.S.A. assesses these fines to the following Issuers:
  - Visa Signature Issuers
  - Visa Signature Preferred Issuers
- **1.7.D.4.b** Visa collects the fines via a Fee Collection transaction subsequent to Notification.

## 1.7.D.5 Penalties for Violation of the Sponsored Member Registration Program

Visa U.S.A. assesses fines for violation of the Sponsored Member Registration Program requirements as follows:

## 1.7.D.6 Quarterly Service Fee Remittance Penalties

- 1.7.D.6.a Visa U.S.A. assesses quarterly service fee remittance penalties, as specified in *Table 1-6.*
- **1.7.D.6.b** If the Member does not pay the quarterly service fee, Visa imposes penalties, as specified in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Section 3.07.

#### 1.7.D.7 **Risk Identification Service (RIS) Online Fees**

Visa U.S.A. assesses the following fees, as specified in Table 1-7, to an Acquirer after the 3-month Workout Period, as described in Section 2.2.0.

#### **RIS Online Fee Schedule** Table 1-7:

Requirements/Fee
\$10,000
\$25,000
\$50,000
\$75,000
\$100,000
<ul> <li>\$100,000 per month</li> <li>Merchant and its principal(s) eligible for disqualification proceedings as specified in Section 2.2.D.3.d</li> </ul>

Section 2.2.O.

2. An Identified Merchant must remain below Risk Identification Service Online Notification thresholds that incur a fee for at least 3 consecutive months for the Acquirer to exit the fee period specified in Table 1-7.

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1.7.D.7.a

If Visa U.S.A. determines that an Acquirer or its Merchant changed, modified, or altered Merchant data in any way to avoid detection by Risk Identification Service (RIS) Online, Visa U.S.A. may assess a \$25,000 fee to the Acquirer for each occurrence identified.

1.7.D.8 Acquirer Monitoring Program Fees

1.7.D.7.b	For the purposes of RIS Online, if Visa U. a single Merchant are entered into Intercl		
	Consolidate the Merchant activity from	all names into one	
	Designate and monitor the Merchant a	s an Identified Merchant	
	<ul> <li>Track and report the consolidated Merror parameters</li> </ul>	chant activity under current RIS	S Online
1.7.D.7.c	Visa U.S.A. may:		
	<ul> <li>Impose conditions on an Acquirer if any of its Merchants are designated as an Identified Merchant by RIS Online</li> </ul>		
	<ul> <li>Assess a daily review fee of at least \$2 \$17,500, if an on-site review is require</li> </ul>		ım fee of
1.7.D.8	Acquirer Monitoring Program Fees		
	Activity-to-sales ratio exceeds the Acquire	0 0	
	specified in <i>Section 2.5.C</i> : <b>Table 1-8:</b> Fees for Excessive Fraud	Activity-to-Sales Ratio	
		Activity-to-Sales Ratio	
	Table 1-8:         Fees for Excessive Fraud	-	
	Table 1-8:       Fees for Excessive Fraud         Month Following Workout Period	Fee	
	Table 1-8:       Fees for Excessive Fraud /         Month Following Workout Period         First month	<b>Fee</b> \$25,000	
	Table 1-8:       Fees for Excessive Fraud /         Month Following Workout Period         First month         Second month	Fee           \$25,000           \$50,000	
1.7.D.8.b	Table 1-8:       Fees for Excessive Fraud /         Month Following Workout Period         First month         Second month         Third month	Fee           \$25,000           \$50,000           \$75,000           \$100,000	
1.7.D.8.b 1.7.D.8.c	Table 1-8:       Fees for Excessive Fraud /         Month Following Workout Period         First month         Second month         Third month         Fourth and subsequent months         Until the Acquirer's Fraud Activity-to-sale thresholds for 3 consecutive months, a feed	Fee         \$25,000         \$50,000         \$50,000         \$75,000         \$100,000         s ratio remains below the progree will be assessed each monther and the assessed each monther	n the ratio quirer will l
	Table 1-8:       Fees for Excessive Fraud /         Month Following Workout Period         First month         Second month         Third month         Fourth and subsequent months         Until the Acquirer's Fraud Activity-to-sale thresholds for 3 consecutive months, a feexceeds the program Alert thresholds.         If an onsite review is required, as specified	Fee         \$25,000         \$50,000         \$50,000         \$75,000         \$100,000         s ratio remains below the progree will be assessed each monther and the assessed each monther	n the ratio quirer will l
1.7.D.8.c	Table 1-8:       Fees for Excessive Fraud /         Month Following Workout Period         First month         Second month         Third month         Fourth and subsequent months         Until the Acquirer's Fraud Activity-to-sale thresholds for 3 consecutive months, a feexceeds the program Alert thresholds.         If an onsite review is required, as specifie assessed a daily review fee of \$2,500, with the second seco	Fee         \$25,000         \$50,000         \$75,000         \$100,000         s ratio remains below the progression of the section 2.5.C.4.b, the Accord the a one-week minimum fee of the section 2.5.C.4.b, the Accord the analytic section 2.5.C.4.b, the Accordition 2.5.C.4.b, the Accord the analytic section 2.5.C.4.b, the analytic sectio	n the ratio quirer will I \$17,500.

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# 1.7.D.9 Merchant Chargeback Monitoring Program Fees

Visa U.S.A. assesses fees to the Acquirer, as described in *Section 2.2.D* and *Table 1-9*.

Table 1-9:	Merchant Chargeback Monitoring Program F	ees
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Requirements/Fee
<ul><li>Initial Notification - month 0</li><li>No fee</li></ul>
<ul> <li>Notification - month 1</li> <li>\$5,000 for failure to return completed documentation within ten calendar days of the Notification letter date</li> <li>\$1,000 per day until completed documentation is received</li> </ul>
<ul> <li>Notification - month 2</li> <li>\$10,000 for failure to respond with an acceptable Chargeback reduction plan within ten calendar days of the Notification letter date</li> <li>\$1,000 per day until acceptable Chargeback reduction plan is received</li> </ul>
<ul> <li>\$50 per Chargeback<sup>1</sup> for every month the Merchant continues to meet or exceed the Chargeback thresholds</li> </ul>
<ul> <li>\$100 per Chargeback<sup>2</sup> for every month the Merchant continues to meet or exceed the Chargeback thresholds</li> </ul>
<ul> <li>\$25,000 review fee</li> <li>\$100 per Chargeback<sup>2</sup> for every month the Merchant continues to meet or exceed the Chargeback thresholds</li> </ul>
<ul> <li>\$100 per Chargeback<sup>2</sup> for every month the Merchant continues to meet or exceed the Chargeback thresholds</li> <li>Merchant and its principals eligible for disqualification proceedings as</li> </ul>

1.7.D.10 Acquirer Chargeback Monitoring Program Fees

# 1.7.D.10 Acquirer Chargeback Monitoring Program Fees

Visa U.S.A. assesses Acquirer Chargeback Monitoring Program fees to the Acquirer, as described in *Section 2.2.E* and *Table 1-10*.

 Table 1-10:
 Acquirer Chargeback Monitoring Program Fees

Event	Requirements/Fee
1. Acquirer knowingly attempts to circumvent the provisions of <i>Section 2.2.E</i> .	\$25,000 assessed 60 calendar days after Notification to the Acquirer
2. Acquirer meets or exceeds the Chargeback activity thresholds specified in <i>Section 2.2.E.1.a</i>	\$25,000
3. Acquirer meets or exceeds the Chargeback activity thresholds more than three times in a rolling 12-month period	\$100,000 for each subsequent month that either threshold is exceeded
<ol> <li>Acquirer has had three or more Merchants in the merchant chargeback monitoring programs for 6 consecutive months.</li> </ol>	Daily review fee of at least \$2,500, with a one-week minimum fee of \$17,500, assessed while a review of the Acquirer's and/or Merchants' Visa Card-related processing activities is being conducted, as specified in Section 2.2.E.3
<ol> <li>Acquirer fails to take action on recommendations resulting from a review of the Acquirer's and/or Merchants' Visa Card-related processing activities.</li> </ol>	\$75,000 minimum

# 1.7.D.11 High-Risk Chargeback Monitoring Program Fees

Visa U.S.A. assesses High-Risk Chargeback Monitoring Program fees to the Acquirer, from the date of Notification, as described in *Section 2.2.G* and *Table 1-11*.

<b>Table 1-11:</b> High-Risk Chargeback Monitoring Program Acquirer Fees
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Event	Requirements/Fee
1. During months 1-3, the Merchant meets or exceeds the Chargeback activity thresholds specified in <i>Section 2.2.G.1.a</i>	<ul> <li>\$5,000 review fee—month 1</li> <li>\$100 per Chargeback— months 1-3<sup>1</sup></li> </ul>
2. During months 4-6, the Merchant meets or exceeds the applicable Chargeback ratios specified in (1) above	<ul> <li>\$150 per Chargeback— months 4-6<sup>2</sup></li> <li>\$25,000 review fee—month 6</li> </ul>
3. After 6 months in which the Merchant has met or exceeded the Chargeback thresholds specified in <i>Section 2.2.G.1.a</i>	<ul> <li>Visa may disqualify the Merchant from participation in the Visa Program</li> </ul>
<ul> <li>4. Acquirer does not:</li> <li>Identify a High-Risk Telemarketing Merchant with the correct Merchant Category Code, as specified in <i>Section 2.2.G.3</i></li> <li>Register a High-Risk Telemarketing Merchant, as specified in <i>Section 2.2.G.3</i> and <i>Section 4.2.C.12</i></li> </ul>	<ul> <li>\$25,000 per Merchant per month</li> <li>\$100,000 after three violations in calendar year and/or prohibition against signing High-Risk Telemarketing Merchants<sup>3</sup></li> </ul>
5. Acquirer knowingly signs a disqualified Merchant or any of the disqualified Merchant's principals, as specified in <i>Section 2.2.G.3</i>	<ul> <li>\$250,000 per month until the Acquirer terminates the Merchant Agreement<sup>3</sup></li> </ul>
<ol> <li>Visa U.S.A. allocates \$90 of each fee to the Issuer via a Funds</li> <li>Visa U.S.A. allocates \$135 of each fee to the Issuer via a Fund</li> </ol>	

3. Visa U.S.A. may impose conditions on Acquirers for violations of the *Visa U.S.A. Inc. Operating Regulations*, up to and including termination of the Acquirer program.

# 1.7.D.12 Penalties Related to a Merchant Outlet Receiving an Inappropriate Interchange Reimbursement Fee

1.7.D.12.a

An Acquirer whose Merchant Outlet is identified for four or more months as receiving an Interchange Reimbursement Fee not meeting the processing requirements specified in *Section 4.9* is assessed a fine, per Merchant Outlet, in accordance with *Section 4.9.A* and as specified in *Table 1-12*:

**Table 1-12:** Fines Related to a Merchant Outlet Receiving an Inappropriate

 Interchange Reimbursement Fee

Violation	Fine
Fourth month	\$1,000
Fifth month	\$5,000
Each month after the fifth month	\$10,000

1.7.D.13 Penalties Related to an Incorrect Classification of an Ineligible Supermarket Merchant

1.7.D.12.b	An Acquirer whose Merchant Outlet is identified during two consecutive months as
	receiving as inappropriate Interchange Reimbursement Fee for Credit Transactions
	is assessed a fine equal to three times the dollar value of the fees that were due to
	the Issuer during the previous twelve-month period.

## 1.7.D.13 Penalties Related to an Incorrect Classification of an Ineligible Supermarket Merchant

**1.7.D.13.a** An Acquirer whose Merchant Outlet is identified as failing to meet the qualification requirements for Merchant Category Code 5411 classification, as specified in *Section 5.4.Y.1*, is assessed a penalty of \$5000 fine per month, per Merchant Outlet, until the qualification requirements are met.

# 1.7.D.14 Clearing Message Content Fines

Visa U.S.A. assesses a fine using Fee Collection Reason Code 5010 or 5210 for each Merchant Descriptor that has inaccurate, invalid, or unrecognizable data in the Authorization Request or Clearing Record, as specified in *Section 6.4.C.4*. The fine is assessed monthly, as follows:

- \$100 per Merchant Descriptor beginning in the fifth consecutive month in which the inaccurate data is not corrected
- \$200 per Merchant Descriptor beginning in the ninth consecutive month in which the inaccurate data is not corrected

# 1.7.D.15 Required Merchant Information Reporting Fees

Visa assesses the Acquirer a monthly fee when required Merchant information, as specified in *Section 4.2.D.3*, is not provided or is incomplete.

Table 1-13: Missing or Incomplete Merchant Information Reporting Fe	es'
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Description	Fee	
Each Merchant Outlet with missing or incomplete information	\$10	
Maximum monthly fee per Acquirer	\$50,000	
<ol> <li>Not applicable for new Merchant Outlets during first 90 days from date Merchant begins accepting Cards under the Merchant Agreement.</li> </ol>		

# 1.7.D.16 Merchant Chargeback Monitoring Program Fees and Penalties

Visa U.S.A. assesses the Acquirer fines and penalties, as specified in *Section 1.7.D.9* and *Section 2.2.D.3*.

1.7.D.17	Penalties Related to Agreements with Third Parties
1.7.D.17.a	A Member that fails to comply with Section 1.7 or Section 1.8 is assessed a fine, as specified in Table 1-14:
	For repeated violations in a 60-month rolling period, Visa may assess fines in addition to those specified in <i>Table 1-14</i> , at management's discretion. Fines are cumulative.
1.7.D.17.b	Visa assesses an additional fine of \$X for each 30-calendar-day period, or portion thereof, during which the Member fails to:
	Register the Third Party as specified in Section 1.6.B.1
	Notify Visa of a change, as specified in Section 1.6.B.2
	If a Member repeatedly fails to comply with registration or notification requirements in a 60-month rolling period, Visa may assess the Member fines in addition to the \$X fine specified in <i>Section 1.7.D.17.b.</i> Such fines may be assessed at Visa management's discretion and are cumulative.
1.7.D.17.c	For any violation of the requirements detailed in <i>Section 1.7</i> or <i>Section 1.8</i> , Visa may impose various corporate risk reduction measures on a Member or Agent, as specified in <i>Section 2.3.A</i> .
1.7.D.18	Penalties Related to Agreements with ATM Operators
<b>1.7.D.18</b> 1.7.D.18.a	Penalties Related to Agreements with ATM Operators A Member that fails to comply with <i>Section 4.4.D</i> is assessed a fine, as specified in <i>Table 1-15</i> :
	A Member that fails to comply with <i>Section 4.4.D</i> is assessed a fine, as specified in
1.7.D.18.a	A Member that fails to comply with <i>Section 4.4.D</i> is assessed a fine, as specified in <i>Table 1-15</i> : Visa may assess an additional fine of \$X for each 30-calendar-day period, or portion thereof, during which the Member fails to correct the violation(s), as specified in
1.7.D.18.a 1.7.D.18.b	<ul> <li>A Member that fails to comply with Section 4.4.D is assessed a fine, as specified in Table 1-15:</li> <li>Visa may assess an additional fine of \$X for each 30-calendar-day period, or portion thereof, during which the Member fails to correct the violation(s), as specified in Section 1.7.D.18.a.</li> <li>Penalties Related to High-Risk Internet Payment Service Provider Registration</li> </ul>
1.7.D.18.a 1.7.D.18.b 1.7.D.19	<ul> <li>A Member that fails to comply with Section 4.4.D is assessed a fine, as specified in Table 1-15:</li> <li>Visa may assess an additional fine of \$X for each 30-calendar-day period, or portion thereof, during which the Member fails to correct the violation(s), as specified in Section 1.7.D.18.a.</li> <li>Penalties Related to High-Risk Internet Payment Service Provider Registration Requirements</li> <li>A Member that fails to comply with registration program requirements for High-Risk Internet Payment Service Provider A.2.F, is assessed a fine</li> </ul>
1.7.D.18.a 1.7.D.18.b 1.7.D.19	<ul> <li>A Member that fails to comply with Section 4.4.D is assessed a fine, as specified in Table 1-15:</li> <li>Visa may assess an additional fine of \$X for each 30-calendar-day period, or portion thereof, during which the Member fails to correct the violation(s), as specified in Section 1.7.D.18.a.</li> <li>Penalties Related to High-Risk Internet Payment Service Provider Registration Requirements</li> <li>A Member that fails to comply with registration program requirements for High-Risk Internet Payment Service Providers, as specified in Section 4.2.F, is assessed a fine as follows:</li> <li>\$25,000 per month per High-Risk Sponsored Merchant or High-Risk Internet</li> </ul>
1.7.D.18.a 1.7.D.18.b 1.7.D.19	<ul> <li>A Member that fails to comply with Section 4.4.D is assessed a fine, as specified in Table 1-15:</li> <li>Visa may assess an additional fine of \$X for each 30-calendar-day period, or portion thereof, during which the Member fails to correct the violation(s), as specified in Section 1.7.D.18.a.</li> <li>Penalties Related to High-Risk Internet Payment Service Provider Registration Requirements</li> <li>A Member that fails to comply with registration program requirements for High-Risk Internet Payment Service Providers, as specified in Section 4.2.F, is assessed a fine as follows:</li> <li>\$25,000 per month per High-Risk Sponsored Merchant or High-Risk Internet Payment Service Provider</li> </ul>

1.7.D.20 Penalties for Violation of the Electronic Commerce Merchant Monitoring Program

# 1.7.D.20 Penalties for Violation of the Electronic Commerce Merchant Monitoring Program

Visa U.S.A. assesses Electronic Commerce Merchant Monitoring Program fines to an Acquirer, as specified in *Table 1-16*.

Violation	Fine	
First violation <sup>1</sup>	Warning letter with specific date for correction	
Second violation in a rolling 12-month period	\$50,000, assessed during each month the violation remains uncorrected	
Third violation in a rolling 12-month period	\$250,000, assessed during each month the violation remains uncorrected	
Fourth violation in a rolling 12-month period	An Acquirer may be prohibited from signing new Electronic Commerce Merchants for at least one year.	
Fifth violation in a rolling 12-month period	An Acquirer may be required to terminate all existing Electronic Commerce Merchants and prohibited from signing new Electronic Commerce Merchants.	
Sixth violation in a rolling 12-month period	An Acquirer may have its acquiring license revoked.	
<ol> <li>Internet Payment Service Providers are considered Electronic Commerce Merchants for the purpose of this program.</li> </ol>		

## Table 1-16: Electronic Commerce Merchant Monitoring Program Acquirer Fines

# 1.7.D.21 Penalties Related to Late Correction of Duplicate or Erroneous Data

An Acquirer that fails to comply with *Section 6.2.I.4* is assessed a fine, as specified in *Table 1-17*:

# 1.7.D.23 Penalties for Member Failure to Complete PIN Security Self-Audit

If a Member fails to complete and return the *"PIN Security Requirements Self-Audit"* form, or the *"PIN Security Requirements Self-Audit Compliance Statement,"* as specified in *Section 2.3.F.8*, the Member is assessed a fine, as specified in *Table 1-18*.

# 1.7.D.24 Penalties for Incorrect Use of Electronic Commerce Transaction Indicator Values

An Acquirer is assessed the fines specified in *Table 1-19* if an Electronic Commerce Transaction is not identified with the correct Electronic Commerce Transaction indicator values, as specified in the following exhibits:

- VisaNet Clearing Message Content Standards (Exhibit NN)
- Required Data for Authorization Requests and Responses (Exhibit 00)

Violation	Notification and Fines
Warning	Notification of violation with specific date for correction, <b>not</b> to exceed 3 months
Uncorrected Violation (Month 4)	Acquirer assessed \$5,000 fine per Merchant identified
Uncorrected Violation (Month 5)	Acquirer assessed \$10,000 fine per Merchant identified
Uncorrected Violation (Month 6 and subsequent months)	Acquirer assessed \$25,000 fine each month per Merchant identified

#### Table 1-19: Penalties for Incorrect Use of Electronic Commerce Transaction Indicator Values

Visa may suspend or permanently disqualify a Merchant from participating in the Visa Program if the violation is not corrected within twelve months.

# 1.7.D.25 Penalties for Failure to Immediately Notify Visa U.S.A. of Suspected or Confirmed Account Information Loss or Theft

If an Acquirer fails to immediately notify Visa U.S.A. Fraud Control of the suspected or confirmed loss or theft of any Visa Transaction Information, as specified in *Section 2.3.F.3*, the Acquirer is subject to a penalty of up to \$X per incident.

# 1.7.D.26 Penalties Related to Acquirer Responsibility for Visa Transactions

An Acquirer that fails to comply with the requirements of *Section 4.2.A* is subject to a penalty of \$X, termination of its membership, or both.

# 1.7.D.27 Cardholder Information Security Program Penalties

A Member that fails to comply with the requirements of the Cardholder Information Security Program is assessed a fine, as specified in *Table 1-20*.

Table 1-20:         Cardholder Information Security	Program Fines
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Violation	Fine
First violation in a rolling 12-month period	Up to \$50,000
Second violation in a rolling 12-month period	Up to \$100,000
Any third or subsequent violation in the rolling 12-month period	At the discretion of Visa U.S.A.

# 1.7.E Willful Violations

## 1.7.E.1 Determination of Violation

- **1.7.E.1.a** In addition to the fines specified in *Section 1.7.D*, a Member determined by Visa U.S.A. to have committed a Willful Violation will be subject to a fine, as specified in *Section 1.7.E.2*.
- **1.7.E.1.b** When determining the amount of a fine specified in this section, the following will be considered:
  - Type of violation
  - Nature and extent of impact on Visa and Members
  - Repetitive nature of the violation
  - Member history or prior conduct
  - Effect of the violation upon safety and soundness of the Visa payment services and Members, including the Member committing the violation
  - Any other criteria deemed appropriate by Visa U.S.A.

# 1.7.E.2 Fine Assessment

Two or more Visa officers who are Executive Vice Presidents or above may make a determination that a Willful Violation has occurred and assess a fine of up to \$500,000 per month until the violation is corrected.

# 1.7.E.3 Notification of Determination

Upon determination that a Willful Violation has occurred, Visa will notify the Member as specified in *Section 1.7.B.4*.

# 1.7.F Egregious Violations

## 1.7.F.1 Determination of Violation

- **1.7.F.1.a** In addition to the fines specified in *Section 1.7.D*, a Member determined by Visa U.S.A. to have committed an Egregious Violation will be subject to a fine, as specified in *Section 1.7.F.2*.
- **1.7.F.1.b** When determining the amount of a fine specified in this section, the following will be considered:
  - Type of violation
  - Nature and extent of impact on Visa and Members
  - Repetitive nature of the violation
  - Member history or prior conduct
  - Effect of the violation upon safety and soundness of the Visa payment services and Members, including the Member committing the violation
  - Any other criteria deemed appropriate by Visa U.S.A.

#### 1.7.F.2 Fine Assessment

Two or more Visa officers who are Executive Vice Presidents or above may make a determination that an Egregious Violation has occurred and assess a fine of up to \$500,000 per month until the violation is corrected.

### 1.7.F.3 Notification of Determination

Upon determination that an Egregious Violation has occurred, Visa will notify the Member as specified in *Section 1.7.B.4*.

# 1.7.G Appeal Rights

### 1.7.G.1 Right to Appeal

- **1.7.G.1.a** The Member may appeal a determination of a violation to the Appeal Committee as follows:
  - Effective December 4, 2007, the Member's appeal letter must be received by Visa U.S.A. within 30 days of the Member's receipt of the Notification of the violation.
  - Written arguments and supporting information for the appeal must be submitted with the appeal letter.
- 1.7.G.1.b The Member must include a nonrefundable fee of \$X with its appeal letter.
- **1.7.G.1.c** Visa U.S.A. will notify the Member of the final disposition of the appeal, including a Notification of the Member's right to appeal to the Board of Directors in accordance with Article X of the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, as specified in Section 1.7.G.2.

1.7.G.2 Appeal to the Board of Directors

1.7.G.2	Appeal to the Board of Directors
1.7.G.2.a	The Member may appeal the decision of the Appeal Committee, as specified in <i>Section 1.7.G.1.c</i> , to the Board of Directors as follows:
	<ul> <li>Effective through December 3, 2007, the Member's appeal letter must be received by Visa U.S.A. within 15 days of the decision Notification date.</li> </ul>
	• Effective December 4, 2007, the Member's appeal letter must be received by Visa U.S.A. within 30 days of the decision Notification date.
	<ul> <li>Written arguments and supporting information for the appeal must be submitted with the appeal letter.</li> </ul>
1.7.G.2.b	The Member must include a nonrefundable fee of \$X with its appeal letter.
1.7.G.2.c	The decision of the Board of Directors is final and is not subject to any challenge.

# 1.8 Marks License

This section details requirements of ownership, protection, and use of the following Visa-Owned Marks:

- Visa Program Marks
- Visa Electron Program Marks
- Verified by Visa Mark
- Plus Program Marks
- Visa TravelMoney Program Marks

Refer to the Interlink Network, Inc. Operating Regulations for Interlink Marks specifications and the Visa ePay Operating Regulations for the use of the Visa ePay Product Name.

# 1.8.A Visa-Owned Marks

Visa International owns the Marks specified in the Visa International Operating Regulations, Volume I—General Rules, Chapter 10, "Card and Marks Requirements," the Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol), and the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark) and licenses them to a Member through Visa U.S.A. Their protection is vital to all Members. These Marks identify the Visa, Visa Electron, Verified by Visa, Plus, and the Visa TravelMoney Programs to Cardholders, Merchants, and Members. This section governs use of the Visa-Owned Marks. For additional rules governing graphic reproduction of these Marks, see the Visa International Operating Regulations, Volume I—General Rules, Chapter 10, "Card and Marks Requirements," the Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol), and the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark) available through Visa Online.

1.8.A.1	Protection of Marks
1.8.A.1.a	Each Member:
	<ul> <li>Acknowledges that Visa International owns the Visa, Visa Electron, Verified by Visa, Plus, and the Visa TravelMoney Program Marks</li> </ul>
	<ul> <li>Agrees that it will do nothing inconsistent with this ownership</li> </ul>
	<ul> <li>Agrees that the use of all Visa-Owned Marks must be for the benefit of, and on behalf of, Visa International</li> </ul>
1.8.A.1.b	A Member must <b>not</b> state or imply that it is the exclusive owner or provider of any Visa, Visa Electron, Verified by Visa, Plus, or the Visa TravelMoney Program, except as stated in the <i>Visa International Operating Regulations</i> .
1.8.A.1.c	A Member using the Verified by Visa Mark must:
	Ensure that the Mark complies with the:
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) or</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
	• Not use the Mark in a way that implies endorsement of any other product or service
	Not use the Mark as an Acceptance Mark
1.8.A.1.d	An Acquirer must ensure that a Merchant using the Verified by Visa Mark complies with the Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) or the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark).
1.8.A.1.e	A Member must <b>not</b> imply or use any denotation or legend of Marks registration or ownership, except as required or consented to by Visa U.S.A. At Member request, Visa provides a current list of the:
	<ul> <li>Countries in which a denotation or legend must be used and</li> </ul>
	Required denotation or legend
1.8.A.1.f	A Member desiring to use a denotation or legend of registration or ownership with any proprietary Mark or Trade Name used in association with, or on the same piece as, any Visa-Owned Mark, may do so only if Visa U.S.A.:
	<ul> <li>Determines that this use will not adversely affect rights of Visa and</li> </ul>
	Has provided written approval
1.8.A.1.g	Each Member must cooperate with Visa to ensure protection of each of the Visa-Owned Marks.

1.8.A.2 Marks Use

1.8.A.1.h	No materials of a Member's Visa Card Program, Visa Electron Program, Verified by Visa, or Visa TravelMoney Program, including Affinity Card materials, or other Member materials using any Mark(s) of the Visa Card Program, the Visa Electron Program, or the Visa TravelMoney Program, shall contain any matter which would tend to infringe, dilute, or denigrate any of the Visa-owned Marks, Visa Products, Visa services, or any Member or Merchant, or impair the reputation or goodwill of Visa or the goodwill associated with the Marks. No Member shall adopt any Mark or market, either directly or indirectly, any Visa Product or service, to consumers, Merchants or other Members in a manner which has the likely effect of confusing, misleading, defrauding or deceiving such consumers, Merchants or Members, either as to the program, product or service. or the source, affiliation, sponsorship or association of such program, product or service. Such prohibited acts include, without limitation, making direct or indirect false, confusing or misleading statements or failing to disclose a material fact about the programs, products or services, or any aspect thereof, of a Member, Visa, another Member, a Merchant or a competitor.
1010	Marka Llaa

### 1.8.A.2 Marks Use

1.8.A.2.a	Each
1.0.7.2.0	Luon

Each Member agrees that:

- All use of the Visa-Owned Marks, as well as the nature and quality of all services rendered under these Marks, must comply with the Visa International Operating Regulations and Visa U.S.A. Inc. Operating Regulations
- It will supply Visa U.S.A. with samples of any materials bearing any Visa-Owned Marks produced by or for the Member, if requested **and**

**1.8.A.2.b**A Member must not use the word "Visa" or any other Visa-Owned Mark as a part of<br/>its corporate name or identity without prior permission from the Visa International<br/>Board of Directors. If granted permission by Visa International, the Visa Brand Name<br/>must be used:

- Solely for the promotion of Visa products and services specified in the Visa International Operating Regulations and Visa U.S.A. Inc. Operating Regulations
- In a Member's corporate name and must include the U.S.A. country identifier. The name "Visa" must **not** be used without the U.S.A. country indentifier
- In all media (business cards, letterhead, press releases, Websites, etc.) and must contain a clear indication of actual corporate identity, including full legal name
- In a manner that clearly states that the Member does not have the International authority to act (and is not acting) as an agent of, or representing Visa International, Visa U.S.A, or any Visa Region or any affiliate in a contract or legal instrument with third parties

#### A Member must only use the Visa-Owned Marks to:

- Denote or promote the Visa, Visa Electron, Verified by Visa, Plus, or the Visa TravelMoney Program
- Promote a Member's Visa, Visa Electron, Verified by Visa, Plus, or the Visa TravelMoney Program

1.8.A.2.c

1.8.A.2.d	A Member must <b>not</b> use any of the Visa-Owned Marks to indicate that Visa U.S.A. or Visa International endorses, is identified with, or sponsors goods or services other than those of Visa, except as permitted in <i>Section 1.8</i> .
1.8.A.2.e	All graphic reproductions of any Visa-Owned Mark must comply with the following, as applicable:
	<ul> <li>Visa International Operating Regulations, Volume I—General Rules, Chapter 10, "Card and Marks Requirements"</li> </ul>
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
1.8.A.2.f	A Member must <b>not</b> allow a Merchant or other entity to use any Visa-Owned Mark for promotional or advertising purposes in any media, unless <b>all</b> of the following are true:
	<ul> <li>Member's name and city appear on the material</li> </ul>
	Member distributes the material
	<ul> <li>Visa U.S.A. Inc. Operating Regulations, the Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol), and the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark) permit their use</li> </ul>
1.8.A.2.g	The Member:
	<ul> <li>Must refer to the Visa Card, Visa Electron Card, Plus Card, or Visa TravelMoney Card as a "Visa Card," "Visa Electron Card," "Plus Card," or "Visa TravelMoney Card" in all Collateral Material and</li> </ul>
	<ul> <li>Must not position its Trade Name or Mark as adding superior acceptability to the Visa Product at the Point-of-Transaction</li> </ul>
1.8.A.3	Ownership and Use of Marks in an Internet Domain Name
	In addition to the provisions of <i>Section 1.8.A.1</i> and <i>Section 1.8.A.2</i> , when using, owning, or adopting an Internet Domain Name that contains Visa as any part of that domain name, a Member must comply with the following, as applicable:
	<ul> <li>Visa International Operating Regulations, Volume I—General Rules</li> </ul>
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
1.8.A.3.a	A Member or its Agent must <b>not</b> adopt, use, or register, any domain name containing the word "Visa" or any other Visa-Owned Mark in any domain name extension without written permission from Visa International.

1.8.A.3.b	A Member's ownership of any domain name containing the Visa Brand Name or a Visa-Owned Mark must be immediately transferred to Visa International upon request with the exception of domain name registrations that comply with <i>Section 1.8.A.3.b.</i> Visa may, at its discretion license the domain name back to the Member. <i>Table 1-21</i> specifies the Visa domain names that must transferred to Visa International:
1.8.A.3.c	Members may only register certain domain names that include the name "Visa" or any other Visa-Owned mark, as per permitted combinations as specified in <i>Table 1-22</i> , with the express written consent of Visa International. If consent is granted, the Member must agree to only use the domain name to promote Visa Products and services and not transfer the domain name to any third party without the written consent of Visa. The examples specified in <i>Table 1-22</i> are domain names that may be registered by Members if express consent is granted by Visa International:
1.8.A.4	Non-Olympic Member Sponsorships
	A Member may use a Visa-Owned Mark to sponsor a specific sporting, musical, artistic, or other event only with prior written consent from Visa U.S.A.
1.8.A.4.a	A Member must obtain written approval from Visa U.S.A. for its planned use of any Visa-Owned Mark in the sponsorship of events, including all advertising, promotions, and public relations. These rules do not apply to the purchase of advertising not specifically tied to sponsorship of an event.
1.8.A.4.b	If permitted, the Member may use these Marks only in the United States. If a Member plans sponsorship activities in any additional country, it must:
	Submit a new request to Visa U.S.A.
	Obtain written consent from Visa U.S.A. prior to the sponsorship
	<ul> <li>Comply with the Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) and the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
1.8.A.4.c	A Member must submit the approval request to Visa U.S.A. at least 2 months prior to the anticipated release date of any material associated with the sponsorship activities <b>or</b> the start date of the sponsored event, whichever is earlier.
1.8.A.4.d	A Member must <b>not</b> use the Visa-Owned Marks with the Marks of any of the following, or their subsidiaries or affiliates, in any sponsorship activity:
	American Express Company
	<ul> <li>MasterCard International (including Maestro)</li> </ul>
	Morgan Stanley Dean Witter & Co.
	Other entities that the Board deems competitive
1.8.A.4.e	A Member participating in any sponsorship activity must clearly convey in all of its communications and displays that only the Member, but neither Visa International nor Visa U.S.A., is the sponsor. The Member must <b>not</b> state or imply that it owns any of the Visa-Owned Marks.
1.8.A.4.f	A Member must ensure that it uses each Visa-Owned Mark within the scope of the written approval from Visa U.S.A. After Notification from Visa U.S.A., a Member must correct any improper use of any of these Marks.

1.8.A.5	Use of Agents
1.8.A.5.a	A Member that uses an Agent for either Cardholder or Merchant solicitation must:
	<ul> <li>Have a written agreement with the Agent, as specified in Section 1.4 and</li> </ul>
	<ul> <li>Ensure that any use of the Visa Program Marks by its Agents complies with the Visa U.S.A. Inc. Operating Regulations</li> </ul>
1.8.A.5.b	The Member must <b>not</b> appoint or permit as its Agent for either Cardholder or Merchant solicitation any organization, or their respective subsidiaries or affiliates, that the Board of Directors deems to be a competitor, including:
	American Express Company
	Sears, Roebuck and Company
	Morgan Stanley Dean Witter & Co.
1.8.A.5.c	An Agent that uses the Visa Program Marks must:
	<ul> <li>Prominently identify the Member by name and city adjacent to the Visa-Owned Marks. The material must <b>not</b> identify the Agent unless the Agent is prominently identified as an Agent or representative of the Member.</li> </ul>
	Clearly disclose on its solicitation material that:
	<ul> <li>Subsequent Cardholder or Merchant Agreement is between the Member and the individual Cardholder or Merchant</li> </ul>
	<ul> <li>If Cardholder solicitation material, the Member and not the Agent is the Issuer of the Visa Card</li> </ul>
1.8.A.5.d	The Agent must <b>not</b> :
	<ul> <li>Permit the use of any Visa-Owned Mark by any of its own Agents or</li> </ul>
	<ul> <li>Use any Visa-Owned Mark on any marketing material, including business cards and letterhead on stationery</li> </ul>
1.8.A.6	Visa Program Marks
1.8.A.6.a	The Visa Program Marks are <b>all</b> of the following:
	Visa Flag Symbol
	Visa Brand Mark
	Visa Brand Name
	Visa Wordmark
	Dove Design
	Classic Wordmark
	<ul> <li>Any other Mark that Visa U.S.A. or Visa International adopts for use with the Visa Program</li> </ul>
1.8.A.6.b	The word "platinum" is used together with the Visa Brand Name to form the Product Name "Visa Platinum."

1.8.A.6.c	A Member using the word "Platinum" immediately followed by the word "card" on Cards or marketing materials must adhere to the usage requirements, as specified in the:
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) or</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
1.8.A.6.d	Visa grants to each Member a non-exclusive, non-transferable license to use each of the Visa Program Marks in conjunction with the Visa Program.
1.8.A.6.e	Only with prior written consent from Visa U.S.A. may a Member, or a wholly-owned subsidiary of one of its Members that exclusively engages in Visa Transaction processing, use the Visa Brand Name in its corporate name or other business name.
1.8.A.6.f	A Member must <b>not</b> use the:
	<ul> <li>Visa Flag Symbol or Visa Brand Mark in such a way that it could be mistaken for an actual Visa Card and used in a Transaction</li> </ul>
	<ul> <li>Visa Brand Name in any newspaper classified advertising section, except as specified in Section 5.2.A</li> </ul>
	<ul> <li>Visa Brand Name or the Bands Design on any check, except on Cheques</li> </ul>
1.8.A.6.g	Use of Olympic Marks, logos, designations, and authenticating statements in any media with any Visa Program Mark must comply with the:
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) or Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online, and</li> </ul>
	The Olympic Sponsorship Graphics Standards Manual
1.8.A.7	Visa Electron Program Marks
1.8.A.7.a	The Visa Electron Program Marks are <b>all</b> of the following:
	Comet Design
	Visa Electron Symbol
	Visa Brand Mark with the Electron Identifier
	Visa Electron Wordmark
	Electron Logotype
	<ul> <li>Any other Mark that Visa adopts for use with the Visa Electron Card Program</li> </ul>
1.8.A.7.b	Visa grants to each Member a non-transferable license, except to one that is solely a Plus participant, to use each of the Visa Electron Program Marks in conjunction with the Visa Electron Program.

1.8.A.7.c	Only with prior written consent from Visa may a Member, or a wholly-owned subsidiary of one of its Members that exclusively engages in Visa Transaction processing, use the Visa Electron Wordmark in its corporate name or other business name.
1.8.A.7.d	A Member must not file or register any of these business names using the Visa Electron Wordmark with any governmental office without prior written consent from Visa.
1.8.A.7.e	A Member must not use the name of a country with the Visa Electron Symbol or Visa Brand Mark with the Electron Identifier, unless the International Board has granted exclusive jurisdiction to the Member under the <i>Visa International Certificate of</i> <i>Incorporation and By-Laws</i> . This does not apply to a Member's corporate name in which the country name is an integral part, provided it complies with the <i>Visa</i> <i>International Operating Regulations</i> .
1.8.A.7.f	The Visa Electron Program Marks must be used for acquiring purposes only.
1.8.A.7.g	A Member must <b>not</b> use the Visa Electron Symbol or Visa Brand Mark with the Electron Identifier in such a way that it could be mistaken for an actual Visa Electron Card and used in a Transaction.
1.8.A.7.h	A Member must <b>not</b> use the Visa Electron Wordmark on any check or Cheque.
1.8.A.7.i	Use of Olympic Marks, logos, designations, and authenticating statements in any media with any Visa Electron Program Mark must comply with the:
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) or Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online, and</li> </ul>
	The Olympic Sponsorship Graphics Standards Manual
1.8.A.8	Plus Program Marks
1.8.A.8.a	The Plus Program Marks are <b>all</b> of the following:
	<ul> <li>Plus Symbol, which consists of the Plus Design positioned to the left and above the Plus Logotype</li> </ul>
	Plus Wordmark
	<ul> <li>Plus Design or Diamond Design</li> </ul>
	Plus Logotype
	<ul> <li>Any other Mark that Visa adopts for use with the Plus Program</li> </ul>
1.8.A.8.b	Visa U.S.A. grants a Member that is required to display the Plus Symbol on its ATM, as specified in <i>Section 4.4.C</i> , a license to use each of the Plus Program Marks for the purpose of accepting Plus Cards at ATMs, subject to the terms and conditions of the applicable sections of the <i>Plus System, Inc. Operating Regulations</i> .
1.8.A.8.c	A Member granted a license under Section 1.8.A.8.b acknowledges that Visa International owns the Plus Program Marks.

1.8.A.8.d	The Member agrees with <b>all</b> of the following:
	<ul> <li>That it will do nothing inconsistent with Visa International's ownership of the Plus Program Marks</li> </ul>
	<ul> <li>That the use of all Plus Program Marks must be for the benefit of, and on behalf of, Visa International or Visa U.S.A., as applicable</li> </ul>
	<ul> <li>To supply Plus System Inc. and Visa U.S.A. with samples of all materials bearing the Plus Program Marks produced by or for the Member</li> </ul>
	To comply with:
	- Visa U.S.A. Inc. Operating Regulations
	- Visa International Operating Regulations
	- Visa International Certificate of Incorporation and By-Laws
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
	- Plus System Inc. Operating Regulations
	- Plus System Inc. Bylaws
1.8.A.9	Interlink Program Marks
1.8.A.9.a	The Interlink Program Marks are all of the following:
	Interlink Symbol
	Interlink Wordmark
	Network Design Mark
1.8.A.9.b	Visa grants to each Member a non-exclusive, non-transferable license to use each of the Interlink Program Marks in conjunction with the Interlink Program.
1.8.A.9.c	The Interlink Program Marks may appear on Visa Check Cards or Visa Debit Cards if the Issuer obtains written approval from Visa prior to issuance.
1.8.A.9.d	The Interlink Program Marks are not required to appear on a Visa Check Card or Visa Debit Card also participating in the Interlink Program if:
	<ul> <li>The Card does not display the acceptance Mark of any other PIN-based debit program</li> </ul>
	<ul> <li>The Issuer clearly communicates to its Cardholders, at the time of issuance, that the Card may also be used for PIN debit transactions anywhere Interlink cards are accepted</li> </ul>

1.8.A.9.e	The Interlink Program Marks must appear, in equal prominence, on a Visa Check Card or Visa Debit Card also participating in the Interlink Program, if the Card displays the acceptance Mark of any non-Visa PIN-based debit or ATM program.
1.8.A.9.f	The Interlink Program Marks must <b>not</b> appear on Visa Cards that primarily access a line of credit.
1.8.A.9.g	Refer to the Interlink Network, Inc. Operating Regulations for complete regulations concerning the Interlink Program Marks.
1.8.A.10	Visa TravelMoney Program Marks
1.8.A.10.a	The Visa TravelMoney Program Marks must be used as specified in the:
	Visa U.S.A. Inc. Operating Regulations
	Visa International Operating Regulations
	<ul> <li>Visa International Certificate of Incorporation and By-Laws</li> </ul>
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
	Visa TravelMoney Product Guide
1.8.A.10.b	The Visa TravelMoney Wordmark must always:
	• Be used as a unit comprised of the Visa Brand Name and the Mark "TravelMoney"
	Appear in English
	Appear in black
1.8.A.10.c	Visa grants to each Member a non-exclusive, non-transferable license to use each of the Visa TravelMoney Program Marks in conjunction with the Visa TravelMoney Program.
1.8.A.10.d	The Mark "TravelMoney" must be spelled as one word with the "T" and "M" capitalized and used in singular, non-possessive form.
1.8.A.10.e	A Member must obtain prior written approval from Visa U.S.A. for all proprietary marketing and advertising copy, as specified in the implementation manuals available from Visa U.S.A. and in <i>Section 1.8.A.10</i> .
1.8.A.10.f	A Member must <b>not</b> use the Visa TravelMoney Wordmark on any check or Cheque.

### 1.8.A.11 Protection of Visa-Owned Marks

1.8.A.11.a

A Member or its Agent must not use, adopt or register, a company name, product name, or Mark that is identical or reasonably similar to any Visa-Owned Mark, including, but not limited to:

- Names
- Trademarks
- Service Marks
- Trade Names
- Logos
- Words
- Symbols
- **1.8.A.11.b** Unless express consent is granted by Executive Management of Visa International, Visa International reserves the sole right to initiate infringement proceedings or other challenges involving any of the Visa-Owned Marks.
- **1.8.A.11.c** Members acknowledge the proprietary rights of Visa International and that unauthorized or inappropriate use may cause irreparable damage or injury to Visa International. Visa International has the full authority to enforce all Visa regulations governing Members, Merchants, Agents, and other entities using the Visa-Owned Marks.

### 1.8.A.12 Member Identification and Solicitations

- **1.8.A.12.a** A Member must prominently identify itself by its principal name and city, and may substitute the local Branch name and city, if desired, on all supplies, materials (including broadcast), and oral or written solicitations sent to current or prospective Cardholders or Merchants. A Member must **not** state or imply in these materials that any other Member's Cards or Merchant materials are being replaced, are invalid, or should be destroyed. The Member must **not** state or imply that Visa provided or endorsed these materials unless Visa designed them for Member use.
- **1.8.A.12.b** Visa Program solicitation materials must **not** reference bankruptcy, insolvency, or any similar circumstance.
- **1.8.A.12.c** A Member or its Agent that solicits a secured Visa Card account must:
  - Specify in its solicitation material that to obtain the Visa Card, the potential Cardholder must open a deposit account that will serve as collateral for the Visa Card account
  - Indicate the portion of the deposit that will be allocated as the line of credit accessed by the Visa Card
  - Ensure that any secured Visa Card application processing fees accepted from the Cardholder are made payable to the Issuer, not the Agent

1.8.A.13	Brand Assessment
1.8.A.13.a	All Visa Brand Marks must meet the specifications listed on the following Websites:
	Visa Online
	Visa Product Brand Standards Website
1.8.A.13.b	Visa reserves the right to ensure that all entities authorized to use the Visa-Owned Marks are doing so in a manner approved by Visa. Visa may conduct audits to ensure compliance with, but not limited to the following:
	<ul> <li>Use of the Visa Brand Mark and the Visa Brand Name</li> </ul>
	Product related communications
	<ul> <li>Partners and sponsorship materials and implementations</li> </ul>
	Advertising
	Direct mail
	Marketing materials
	Websites
1.8.B	Non-Visa Service Marks
1.8.B.2	Olympic Marks
	The right to use Olympic Marks, logos, designations, and authenticating statements results from sponsorship agreements between Visa International and Olympic authorities. Because one Member's failure to observe agreement restrictions could result in Visa International, Visa U.S.A., and all their Members forfeiting the right to use the Olympic Marks, each and every Member must carefully comply with these sponsorship agreement restrictions.
1.8.B.2.a	A Member participating in the Visa or Visa Electron Program may use the Marks, logos, designations, and authenticating statements associated with <b>all</b> of the following:
	International Olympic Committee
	<ul> <li>Organizing committees of the current Winter and Summer Olympic Games</li> </ul>
	A National Olympic committee
1.8.B.2.b	A Member may use the Olympic Marks on cards and decals and with other representations of the Visa, Visa Electron, or Visa TravelMoney Program Marks in advertising, and on promotional materials.
1.8.B.2.c	Each Member must strictly observe the guidelines for use of the Olympic Marks, as specified in the:
	Current Visa Olympic Sponsorship Graphics Standards Manual and
	<ul> <li>Visa International Operating Regulations, Volume I—General Rules, Section 1.6.B.2.</li> </ul>
1.8.B.2.d	After Notification from Visa, a Member must correct any improper use of the Olympic Marks.

1.8.B.3 Competitive System Marks

	1.8.B.3	Competitive System Marks
	1.8.B.3.a	No Member may use the Marks of the American Express Company, MasterCard International (including Maestro), Morgan Stanley Dean Witter & Co., or the subsidiaries or affiliates of these entities on Visa Cards. Notwithstanding the preceding, as long as:
		<ul> <li>The Mark Cirrus is used to denote ATM sharing only, it may appear on the back of a Visa Card</li> </ul>
I		• Effective through June 30, 2008, the Issuer processes Non-Visa Payment Transactions as specified in <i>Section 6.2.A.6</i> , the Mark PULSE may appear on the back of a Visa Check Card or a Visa Debit Card
		<ul> <li>Effective July 1, 2008, the Issuer processes Non-Visa Debit Transactions as specified in Section 6.2.A.7, the Mark PULSE may appear on the back of a Visa Check Card or a Visa Debit Card</li> </ul>
		A Member may use the Visa Card Program Marks in conjunction with the Marks of these entities on items and materials other than Visa Cards provided that the overall appearance resulting from such use unmistakably conveys the idea that the Marks associated with Visa identify a product or service separate and distinct from any product or service of the American Express Company, MasterCard International (including Maestro), Morgan Stanley Dean Witter & Co., or their subsidiaries or affiliates.
	1.8.B.3.b	No Member may use the Visa Card Program Marks in connection with a Member's promotion, offer or solicitation of a payment card product, or the maintenance of a Visa Cardholder relationship, together with Marks that are associated with payment card products issued by the American Express Company, Morgan Stanley Dean Witter & Co., and their subsidiaries or affiliates (including, by way of example and not limitation, "American Express," "Optima," "Discover," "Bravo," "Novus," and "Membership Rewards") or together with Marks associated with any other payment card company deemed competitive by the Board of Directors, if such Marks are owned or controlled by such competitors.
	1.8.B.3.c	No Member may condition the offer or issuance of any payment card product bearing Visa Card Program Marks or the maintenance of a Visa Cardholder relationship upon the possession or acceptance of a general purpose payment card product issued by American Express, Morgan Stanley Dean Witter & Co., or any other payment card company deemed competitive by the Board of Directors.
	1.8.B.4	Disney Marks and Promotional Materials
		The right to use Disney Marks and Promotional Materials results from the Disney Sponsorship Agreements. Because one Member's failure to observe restrictions contained in the Disney Sponsorship Agreements could result in Visa U.S.A. and all its Members forfeiting the right to use the Disney Marks and Promotional Materials, each and every Member must comply with these restrictions.

1.8.B.4.a	Within the U.S.A. Region, a Member may use the Disney Marks and Promotional Materials with representations of the Enhanced Visa Wordmark, Visa Flag Symbol or Visa Brand Mark, Visa Electron Symbol or Visa Brand Mark with the Electron Identifier, or Visa TravelMoney Program Marks in advertising and promotional materials that describe Visa U.S.A.'s activities at, or relationship with, the Disney Properties in accordance with these Operating Regulations and the Disney Sponsorship Agreements. Such usage may continue during the term of the Disney Sponsorship Agreement unless the Member ceases to be a Member of Visa in good standing or the Member's usage is terminated or suspended by Visa U.S.A.
1.8.B.4.b	Each Member must strictly observe the Disney Marks Usage Guidelines for use of the Disney Marks and Promotional Materials, as specified in the current <i>Visa Disney Promotional Handbook</i> , and any other requirements communicated by Visa U.S.A. in the approval process or otherwise. Specific uses of the Disney Marks and Promotional Materials are permitted only in the exact form, size, and manner and only at such times and through such media or other distribution channels as approved in writing by Visa U.S.A.
1.8.B.4.c	A Member must <b>not</b> make any use of the Disney Marks and Promotional Materials without the prior written approval of Visa U.S.A. and Disney Worldwide Services, Inc. ("DWS"). Once any particular materials using the Disney Marks and Promotional Materials have received Visa U.S.A.'s written approval, a Member must <b>not</b> modify or alter those materials, in any manner whatsoever, without Visa U.S.A.'s and DWS' further prior written approval. Approval may be obtained only through procedures established by Visa U.S.A.
1.8.B.4.d	Members must <b>not</b> contact DWS or its affiliates regarding approvals or any other matter related to use of the Disney Marks and Promotional Materials. All approvals by DWS will be handled directly by Visa U.S.A. and submitted by Visa U.S.A. to DWS on behalf of a Member according to the type of submission and associated timing as specified in the current <i>Visa Disney Promotional Handbook</i> .
	The restrictions on contacting DWS as described in this <i>Section 1.8.B.4.d</i> do not pertain to a Member's existing rights under any Visa Card issuance agreement with DWS or its affiliates.
1.8.B.4.e	After Notification from Visa U.S.A., a Member must correct any improper use of the Disney Marks and Promotional Materials within the time period specified by Visa U.S.A. in the Notification, even if the use or the materials were previously approved in writing by Visa U.S.A.
1.8.B.4.f	The rules and regulations contained in these Operating Regulations, the Disney Marks Usage Guidelines, the <i>Visa Disney Promotional Handbook</i> and/or any approval granted by Visa U.S.A. may be modified or supplemented from time to time by Visa U.S.A. in order to ensure compliance with the Disney Sponsorship Agreements. A Member may be required to alter existing advertising or promotional materials in order to comply with such modification or supplements.

# **1.9 Visa Affinity Card Program**

This section governs the general requirements for Affinity Card programs. See *Section 3.3.G* for regulations governing Issuer participation in an Affinity Card program.

# 1.9.A General

A Member or Affinity Partner must provide information requested by Visa U.S.A. in order to determine whether its Affinity Card program complies with the *Visa U.S.A. Inc. Operating Regulations*.

The Board may grant a variance to any Operating Regulation pertaining to Affinity Card programs.

# **1.9.B** Violation of Affinity Card Program Regulations

### 1.9.B.1 Determination of Violation

If it determines that any provisions of the Affinity Card program have been violated, Visa U.S.A. may:

- Require modification of the program, including, but not limited to:
  - Assignment of the program to a third party
  - Suspension or termination of the program
  - Fines
- Impose fines or terminate the program on 30 calendar days written notice
- Terminate an Affinity Card program, without cause, with at least 180 calendar days prior written notice to the Member and Affinity Partner

### 1.9.B.2 Member Termination

- **1.9.B.2.a** If Visa U.S.A. terminates an Affinity Card program, the Member may appeal the termination to the Board by providing written notice to the Secretary of Visa U.S.A. within 30 calendar days of receipt of Notification.
- 1.9.B.2.b The Board's decision is final.

# 1.9.C Communications Standards

#### 1.9.C.1 General

- **1.9.C.1.a**A Visa Card Issuer must refer to the Affinity Card as a "Visa Card" in all<br/>communications regarding its Visa Affinity Card program.
- **1.9.C.1.b** Affinity Cards and Cardholder communications must **not** state or imply that any institution other than the Visa Member is the Issuer of the Card. A Card is deemed to comply with this requirements if it:
  - Bears only the Affinity Partner's Trade Name or Mark on the front and
  - Satisfies Issuer identification requirements specified in Visa International Operating Regulations, Volume I—General Rules, Chapter 10, "Card and Marks Requirements"

1.9.C.2	Trade Name or Mark
1.9.C.2.a	Neither an Affinity Card, nor an Affinity Partner's Trade Name or Mark, may be positioned as adding superior acceptability of the Visa Card at the Point-of-Transaction.
1.9.C.2.b	The Visa Logotype or Visa Flag Symbol or Visa Brand Mark must be prominently featured in all Collateral Material regarding any Affinity Card program.
1.9.C.2.c	If the Affinity Card or Affinity Partner's Mark appears as part of any written communication regarding any aspect of the Visa Affinity Card program, the Visa Logotype or Visa Flag Symbol or Visa Brand Mark must also be at least equally and prominently displayed.
1.9.C.3	Collateral Material
1.9.C.3.a	A Member must:
	<ul> <li>Submit all Collateral Material regarding any Affinity Card program to Visa U.S.A. for approval in advance of its use and</li> </ul>
	<ul> <li>For direct mail solicitations, print advertisements, and telemarketing scripts, mail a sample of the final solicitation</li> </ul>
1.9.C.3.b	If a delay is unavoidable, the Member may submit Collateral Material following distribution or broadcast, but no more than 2 business days after the mailing or broadcast.
1.9.C.3.c	Visa recommends that the Member submit proposed Collateral Material as early in the creative process as possible, and preferably as part of the application process, to avoid delays.

# 1.11 BIN License and Administration

# 1.11.A BIN Licensing

#### 1.11.A.1 Initiation

1.11.A.1.aVisa U.S.A. will license a BIN to a VisaNet Processor or any of the following Members,<br/>as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Section<br/>2.04:

- Principal Member
- Acquirer Member
- Administrative Member
- Debit Interchange Member
- Associate Member
- Acquiring Associate Member
- Group Member

1.11.A.1.b	A Principal-Type or Associate-Type Member must submit a <i>BIN License Agreement</i> form to Visa U.S.A. prior to using the BIN for acquiring or issuance of a Visa Card bearing the requested BIN. By completing the <i>BIN License Agreement</i> form, the Member acknowledges that it will use the requested BIN only for the purpose noted on this form. The Member must submit a revised form to reflect any change in use prior to the effective date of the change. A <i>BIN License Agreement</i> form is available either through Visa Online or upon request from Visa U.S.A.
1.11.A.2	BIN Use
1.11.A.2.a	Only the following may use the BIN for the purpose noted on the <i>BIN License Agreement</i> form:
	<ul> <li>Member licensed by Visa U.S.A. to use the BIN</li> </ul>
	<ul> <li>Licensee's designated agent on behalf of that Member</li> </ul>
1.11.A.2.b	A nonmember VisaNet Processor must use its licensed BINs exclusively for processing activities. It must <b>not</b> use the BINs for issuing or acquiring purposes without prior written approval from Visa.
1.11.A.2.c	A Member must use a Visa-assigned BIN for:
	<ul> <li>Issuing Cards bearing the Visa-Owned Marks or</li> </ul>
	Acquiring Transactions
1.11.A.2.d	The Member may request an exception to the requirements specified in <i>Section 1.11.A.2.c</i> if it is clearly warranted by unusual business conditions. An exception is subject to the prior written approval from Visa.
1.11.A.2.e	A Member using a Visa BIN for non-Visa purposes, including Private Label Card programs, must:
	<ul> <li>Request approval for the program by submitting a written statement of program objectives to Visa U.S.A. that identifies the BIN uses and</li> </ul>
	Submit a BIN License Agreement form
	A <i>BIN License Agreement</i> form is available through Visa Online or upon request from Visa U.S.A.
1.11.A.2.f	If a Member or a Licensee's designated agent uses a Visa BIN for a Private Label Card program, the issuer or its agent must have a written acceptance agreement directly with each merchant that accepts its Private Label Cards.
1.11.A.2.g	Regardless of its membership classification, an Issuer that uses a BIN licensed to another Member must be uniquely identified within the first 10 digits of the Account Number.
1.11.A.3	Reporting Requirements
	A Member must advise Visa U.S.A. annually of each Member on whose behalf the Member is engaged as a VisaNet Processor.

# 1.11.B BIN Administration Changes

### 1.11.B.1 Acquisitions

- 1.11.B.1.a Visa U.S.A. will make the VisaNet system changes required to accommodate Acquisitions only after Visa U.S.A. receives a written notification of the merger from the surviving Member.
- **1.11.B.1.b** If Visa U.S.A. does not receive notification within 30 calendar days of the effective date of the merger, the surviving Member assumes full liability for all activities associated with the acquired BINs, as specified in *Section 1.4.D* and *Section 1.14.A*.

### 1.11.B.2 Portfolio Sales and Program Transfers

- 1.11.B.2.aVisa U.S.A. will make the VisaNet system changes required to accommodate portfolio<br/>sales and program transfers only after Visa U.S.A. receives a Member Notification of<br/>Portfolio Sale/Transfer form or Change of BIN Licensee/User form, as appropriate.<br/>These forms are available either through Visa Online or upon request from Visa<br/>U.S.A.
- **1.11.B.2.b** The selling Member retains all rights and responsibilities, including, but not limited to, liability for all fees and charges, until Visa U.S.A. receives all required documentation, as specified in *Section 1.14.B*.

#### 1.11.B.3 Member Responsibility

- 1.11.B.3.a A Member with a licensed BIN must **not** sell or exchange any BIN. However, Visa U.S.A. may accommodate requests for BIN transfers in connection with a merger, as specified in *Section 1.14*.
- 1.11.B.3.b When a Member changes a VisaNet Processor or begins processing through an additional VisaNet Processor, the Member must transfer its BIN(s) from the former VisaNet Processor to the new one, unless the Member retains a processing relationship with the former VisaNet Processor.
- 1.11.B.3.c If a Member's VisaNet Processor terminates its relationship with Visa, the Member must ensure that all of its BINs installed with that VisaNet Processor are deleted and transferred to another VisaNet Processor before the termination.
- 1.11.B.3.d In the event that a Member signs an agreement with a new VisaNet Processor and transfers a BIN to it, the Member must require the new VisaNet Processor to process any Chargebacks, Representments, Retrieval Requests, and other miscellaneous transactions associated with Transactions originated by the former VisaNet Processor under that BIN, unless the former VisaNet Processor agrees to continue processing those items.
- 1.11.B.3.eA Member or VisaNet Processor that no longer uses a BIN must release it to Visa<br/>U.S.A. by completing a *Release of BIN* form. This form is available either through Visa<br/>Online or upon request from Visa U.S.A. The Member must **not** use a BIN recalled by<br/>Visa U.S.A. after the recall effective date.

#### 1.11.B.3.f A Member must:

- Notify its VisaNet Processors of the BIN release prior to submitting the *Release of BIN* form to Visa U.S.A. and
- Use a *Release of BIN* form to request cancellation of a previously requested BIN release

1.11.B.3.g	If Visa U.S.A. has recalled a BIN, Visa U.S.A.:
	<ul> <li>Will delete the BIN from VisaNet one year after the:</li> </ul>
	- Expiration date on the last Card issued has passed or
	- Acquiring activities have ceased
	<ul> <li>May subsequently assign the BIN to another Member</li> </ul>
1.11.B.3.h	Visa U.S.A. assesses an annual fee per BIN to a BIN Licensee that fails to return unused BINs or BINs not used for a Visa-defined activity, until the BIN is removed from VisaNet.
1.11.B.4	Change of Membership Status
1.11.B.4.a	A Principal-Type or Associate-Type Member that changes to a membership category other than those specified in <i>Section 1.11.A.1.a</i> must:
	<ul> <li>Return its licensed BINs to Visa U.S.A. by completing a <i>Release of BIN</i> form prior to the effective date of the status change request or</li> </ul>
	<ul> <li>Transfer the BIN to its Sponsor by completing a Change of BIN Licensee/User form.</li> </ul>
	The BIN administration forms are available either through Visa Online or upon request from Visa U.S.A.
1.11.B.4.b	A Member other than those specified in <i>Section 1.11.A.1.a</i> must use a BIN licensed to:
	Its Sponsor or
	<ul> <li>Another Member, with the prior approval of the Member and its Sponsor</li> </ul>
1.11.B.5	BIN Licensee Responsibilities
1.11.B.5.a	A BIN Licensee is responsible for all activities associated with any BIN that it licenses.
1.11.B.5.b	Visa U.S.A. provides each BIN Licensee and associated users with an annual BIN usage report listing each BIN licensed and its usage.
1.11.B.5.c	The BIN Licensee must:
	<ul> <li>Review the report and advise Visa U.S.A. of any inaccuracies</li> </ul>
	• Immediately notify Visa U.S.A. of any change in status that would affect relationships, as specified in <i>Section 1.11.B</i> and the <i>Visa U.S.A. Inc. Certificate of Incorporation and Bylaws</i>
	<ul> <li>Retain the right to disallow use of its BIN by any other Member</li> </ul>
1.11.B.5.d	If a BIN Licensee terminates its authorization for another Member or a BIN-sharing Member to use its BIN, the Member must, within 120 calendar days of Notification:
	<ul> <li>Discontinue processing original Transactions using the BIN and</li> </ul>
	<ul> <li>Ensure that all Cards bearing that BIN are reissued using a BIN that the Member is authorized to use</li> </ul>

# 1.12 V.I.P. System, BASE II, VisaNet Access Points, Software, and Visa Programs

This section specifies the ownership, use, support, and modification of the VisaNet systems and any equipment (including a VisaNet Access Point and VisaNet Copy Request and Fulfillment Service equipment), software, and documentation, and materials used in connection with them or a Visa program, by:

- A Member and
- Any nonmember processing organization, including a Direct-Connect Merchant, that has executed and delivered a *VisaNet Letter of Agreement (Exhibit K)* to Visa

# 1.12.A Proprietary Interest

No Member or Direct-Connect Merchant will have any property or other right, claim, or interest, including any patent right, Trade Secret right, or copyright interest, in the V.I.P. System, BASE II, or in any systems, processes, equipment, software, data, or materials that Visa U.S.A. or its subsidiaries use with the V.I.P. System, BASE II, or in connection with a Visa program, except for Merchant or Member-supplied data or equipment.

# 1.12.B Confidentiality

## 1.12.B.1 Employees and Agents

1.12.B.1.a The V.I.P. System and BASE II consist of confidential and proprietary information belonging to Visa. Each Member, VisaNet Processor, or Direct-Connect Merchant must take appropriate action, by agreement or otherwise, to ensure that its employees or agents with access to the V.I.P. System or BASE II or related documentation:

- Are advised of the confidential and proprietary nature of these systems and documentation
- Are prohibited from:
  - Providing access to or disclosing these systems and documentation to any third party **and**
  - Using these systems and documentation for any purpose not authorized in these Operating Regulations
- Use their best efforts to protect the VisaNet Access Points
- **1.12.B.1.b** A Member or Direct-Connect Merchant must **not** disclose any confidential information of Visa International, Visa U.S.A., or their subsidiaries to a nonmember.

1.12.B.2 Contractors

1.12.B.2	Contractors
1.12.B.2.a	A Member may disclose confidential information to contractors that the Member employs to provide services in connection with the Member's Visa products and services, if the contractor has executed a written agreement with its Member providing that the contractor:
	<ul> <li>Will not disclose the confidential information to any third party and</li> </ul>
	<ul> <li>Will use the confidential information only to provide services to the Member for use only with the Member's Visa products and services</li> </ul>
1.12.B.2.b	The confidential information must:
	Remain solely the property of Visa
	<ul> <li>Be returned to Visa immediately upon Visa request</li> </ul>
	<ul> <li>Be immediately returned to the Member upon termination of its relationship that required use of the confidential information</li> </ul>
1.12.B.2.c	The Member is responsible for its contractor's compliance with these conditions and must not allow a nonmember VisaNet Processor to use the V.I.P. System or BASE II unless the nonmember VisaNet Processor has delivered a completed <i>VisaNet Letter of Agreement (Exhibit K)</i> to Visa U.S.A.

# 1.12.C Non-Assignable Right

A Member's or Direct-Connect Merchant's right to use the V.I.P. System or BASE II is not assignable and its duties are non-delegable without prior written consent from Visa. However, a Member or Direct-Connect Merchant may use a nonmember processing organization that has executed and delivered a *VisaNet Letter of Agreement (Exhibit K)* to Visa.

# 1.12.D Restricted Use

Each Member, VisaNet Processor, or Direct-Connect Merchant must restrict its use of the V.I.P. System or BASE II to purposes specifically approved by Visa.

# 1.12.F VisaNet Access Point Modification

A Member, VisaNet Processor, or Direct-Connect Merchant must not make or attempt to make any repair, adjustment, alteration, or modification to a VisaNet Access Point, except as expressly authorized by Visa.

# 1.12.G VisaNet Access Point Security

A Direct-Connect Merchant must provide the same level of security for its VisaNet Access Points that it provides to its other proprietary systems.

# 1.12.H BASE II Edit Package

A Member may modify or enhance the BASE II Edit Package Software for its own use if it:

- Does not take any action that may endanger the rights of Visa in and to the BASE II Software and
- Uses all updated versions of the BASE II Software supplied by Visa

# **1.12.I** Modifications or Enhancements

A Direct-Connect Merchant must not modify or enhance Visa-owned software without the prior written consent of Visa U.S.A.

## 1.12.L MoneyChoices

### 1.12.L.1 Overview

- 1.12.L.1.a MoneyChoices is an optional program that provides Members with an Internet-based financial education resource for Cardholders in need of financial planning or money-management skills.
- 1.12.L.1.b Participation in the MoneyChoices program is at the discretion of Visa, which may limit participation, impose conditions on its use, and discontinue the program at any time.
- 1.12.L.1.c A Member that wishes to participate in the MoneyChoices program must submit a subscription request and adhere to program requirements outlined in the *MoneyChoices User's Guide.*

#### 1.12.L.2 Confidentiality

- **1.12.L.2.a** The information and materials provided through the MoneyChoices Web Site are the property of Visa and are for the sole use of the Member in providing the MoneyChoices program to its Cardholders.
- 1.12.L.2.bA Member must not disclose MoneyChoices Web Site information or any other<br/>materials or information associated with the program to third parties, unless the<br/>Member obtains written permission from Visa.

# 1.12.P Preauthorized Payment Cancellation Service

#### 1.12.P.1 Overview

- 1.12.P.1.aThe Preauthorized Payment Cancellation Service is an optional service that offers<br/>Visa Card Issuers the ability to stop payment on certain Preauthorized Transactions.
- **1.12.P.1.b** Participation in the Preauthorized Payment Cancellation Service is at the discretion of Visa U.S.A., which may limit participation, impose conditions for its use, and discontinue the service at any time.

#### 1.12.P.2 Confidentiality

1.12.P.2.aThe Preauthorized Payment Cancellation Service and the information obtained<br/>through participation in the service is the property of Visa U.S.A. and is for the sole<br/>use of Visa Members in support of their Visa Card Programs.

1.12.P.2.b	A Member must not disclose Preauthorized Payment Cancellation Service
	information, other than data relating to the Member's own Cardholder and/or
	Merchant, or any other information associated with the service, to any other parties
	unless it is permitted in the Visa U.S.A. Inc. Operating Regulations or otherwise
	authorized by Visa.

# 1.12.Q Visa Commercial Solutions Data and Reporting Tools

### 1.12.Q.1 Overview

- 1.12.Q.1.a Visa U.S.A. provides Issuers and their Client Organizations various optional data management and reporting services for use in connection with their Commercial Visa Product programs. These services include, but are not limited to:
  - Accounts Payable Automation Service
  - Card Management
  - Enhanced Data Services
  - Procure to Pay
  - Socioeconomic Reporting Service
  - Supplier Matching Service
  - Visa Information Source
  - Visa Information Source Select
  - Visa InfoSpan
  - Effective December 4, 2007, Visa intelliLink
  - 1099 Reporting Service
  - Use of any of these data management and reporting services is at the discretion of Visa, which may limit or impose conditions on its use, and may discontinue the service at any time.

### 1.12.Q.2 Participation

1.12.Q.1.b

- 1.12.Q.2.aExcept as specified in Section 1.12.Q.2.b, an Issuer is authorized to grant Visa<br/>Commercial Solutions Data and Reporting Tools access and use to a Client<br/>Organization, subject to compliance with the provisions of the Visa Commercial<br/>Solutions Data and Reporting Tools Service Guide and the "Terms of Use" document<br/>referenced therein, the Visa U.S.A. Inc. Operating Regulations, and applicable law.
- 1.12.Q.2.b Use of Visa IntelliLink is reserved for an Issuer and its Client Organizations who participate in GSA SmartPay 1 and GSA SmartPay 2 contracts awarded to the Issuer, subject to compliance with the provisions of the *Visa Commercial Solutions Data and Reporting Tools Service Guide* and the *"Terms of Use"* document referenced therein, the *Visa U.S.A. Inc. Operating Regulations*, and applicable law. Visa U.S.A. may grant an exception to allow other Client Organizations of an Issuer to use Visa IntelliLink.
- 1.12.Q.2.cPrior to granting a Client Organization access to and use of any of the Visa<br/>Commercial Solutions Data and Reporting Tools, an Issuer must have a signed<br/>agreement with the Client Organization governing that entity's use of such service.

### 1.12.Q.3 Confidentiality

All of the reporting and data services provided by Visa, including, but not limited to, the services specified in *Section 1.12.Q.1.a* are the property of Visa and are for the use of the Issuer and its Client Organization solely in support of its Commercial Visa Products.

### 1.12.Q.4 Fees

Fees associated with the use of any of the Visa Commercial Solutions Data and Reporting Tools are available from Visa U.S.A. upon request and can be referenced in the Visa U.S.A. Pricing Directory.

## 1.12.T Visa Membership Management (Effective July 18, 2008)

#### 1.12.T.1 Overview

- 1.12.T.1.aVisa Membership Management is a web-based service, accessed through Visa<br/>Online, that allows Members and their designated Agents to view and manage their<br/>Visa membership information in the Visa information system. This information<br/>includes, but is not limited to:
  - Membership licensing
  - BIN licensing/management
  - Sponsorships
  - Contacts and subscriptions
  - CIB management
  - Third-Party Agents
  - High-Risk Merchants
  - Bulk transfers
- **1.12.T.1.b** Participation in Visa Membership Management is at the discretion of Visa U.S.A., which may limit participation, impose conditions on its use, and discontinue the service at any time.

#### 1.12.T.2 Confidentiality

- **1.12.T.2.a** Visa Membership Management information is the property of Visa and is for the sole use of Visa Members in support of their Visa programs.
- 1.12.T.2.b A Member and/or its designated Agent must not disclose any information from Visa Membership Management, or any other information associated with the service, to any other parties unless it is permitted in the *Visa U.S.A. Inc. Operating Regulations* or otherwise authorized in writing by Visa.

#### 1.12.T.3 Usage

- 1.12.T.3.aVisa Membership Management may be used by Visa Members and their designated<br/>Agents that have been granted permission to access the service on the Member's<br/>behalf.
- 1.12.T.3.b A Member is responsible for its use and its designated Agent's use of the Visa Membership Management service in accordance with the Visa U.S.A. Inc. Operating Regulations.

1.12.T.4 Indemnification

1.12.T.3.c	A Member is responsible for monitoring its users' access to Visa Membership
	Management to ensure that only authorized users are granted access to the service.

- **1.12.T.3.d** A Member must ensure that only an authorized officer of the institution approves membership requests.
- 1.12.T.3.eA Member is responsible for the accuracy of all information shown in Visa<br/>Membership Management and any changes made to such information by the<br/>Member's authorized users. Changes to a Member's information in Visa Membership<br/>Management must be accompanied by an Electronic Signature, as specified in<br/>Section 1.2.F.

### 1.12.T.4 Indemnification

A Member and/or its designated Agent that participates in Visa Membership Management indemnifies and holds harmless Visa from and against all Claims and Liabilities arising out of participation.

## 1.12.U Visa Extras Program

### 1.12.U.1 Overview

- 1.12.U.1.aThe Visa Extras Program is a Points-based loyalty program that enables participating<br/>Cardholders to earn Points toward rewards consisting of goods or services based on<br/>their eligible Visa purchase Transactions.
- **1.12.U.1.b** Issuers are subject to program participation and operating requirements as outlined in the *Visa Extras Service Description* and as specified in *Section 3.3.D*.
- **1.12.U.1.c** Participation in the Visa Extras Program is at the discretion of Visa U.S.A., which may impose conditions upon participation at any time.

#### 1.12.U.2 Fees

1.12.U.2.aVisa assesses fees to Issuers that participate in the Visa Extras Program. Fee<br/>information is available from Visa U.S.A. upon request.

# 1.12.V Visa Loyalty Platform Services

### 1.12.V.1 Overview

- 1.12.V.1.a The Visa Loyalty Platform Services:
  - Enable Issuers and Acquirers to enhance their proprietary loyalty programs with rewards and loyalty services
  - Offer optional support to Merchant loyalty programs through Acquirers
- 1.12.V.1.bIssuers and Acquirers that elect to participate must comply with operating<br/>requirements and applicable branding requirements as specified in the Visa Loyalty<br/>Platform Services Service Description.
- **1.12.V.1.c** Participation in the Visa Loyalty Platform Services is at the discretion of Visa U.S.A., which may impose conditions upon participation at any time.

### 1.12.V.2 Fees

Visa assesses fees to Issuers and Acquirers that participate in the Visa Loyalty Platform Services. Fee information is available in the *Visa Loyalty Platform Services Pricing Directory.* 

## 1.12.W Visa Incentive Network

#### 1.12.W.1 Overview

- 1.12.W.1.aThe Visa Incentive Network is a program that forms a core eligibility component for<br/>Members issuing Visa Traditional Rewards, Visa Signature, and Visa Signature<br/>Preferred products. The program allows Visa to act as an agent of the Issuer for<br/>supporting the Visa Incentive Network program requirements.
- 1.12.W.1.b Members must participate in the Visa Incentive Network to qualify their Visa Traditional Rewards, Visa Signature, or Visa Signature Preferred products and receive the respective Interchange Reimbursement Fee.
- 1.12.W.1.c Participating Members are subject to program requirements specified in the Visa Incentive Network Member Implementation Guide available through Visa Online.

# **1.13 Copyright Notice and Registered Trademark Denotation**

A Member must provide protection for the Visa-owned copyrights and Marks for the Visa Program materials by complying with this section.

# 1.13.A Copied Material with No Substantial Changes

All Visa U.S.A. materials with the following notice that a Member copies and has not substantially changed must retain this notice on all reproductions of all or a portion of the material:

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\*Year the original was published

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# 2.1 Introduction

This chapter specifies general security requirements, the rights and responsibilities of Visa U.S.A. and Members related to risk management and security, and the Visa risk management services, including:

- National Card Recovery File
- Positive Cardholder Authorization Service
- Terminated Merchant File
- Merchant Chargeback Monitoring Program
- Acquirer Chargeback Monitoring Program
- Global Risk Chargeback Monitoring Program
- High-Risk Chargeback Monitoring Program
- Credit Bureau Reporting
- Visa Advanced ID Solutions
- Strategic Bankruptcy Solutions
- Advanced Authorization
- Visa Risk Manager (Effective May 16, 2008)
- AdvanceBk Service (Effective through December 31, 2008)
- BankruptcyPredict Service (Effective June 20, 2008)
- Risk Identification Service (RIS) Online
- Card Verification Value Program

# 2.2 Risk Management Services

# 2.2.A National Card Recovery File

# 2.2.A.1 General

- **2.2.A.1.a** The National Card Recovery File is a list of Account Numbers on the Exception File with Pickup Response.
- 2.2.A.1.b The Enhanced Authorization Service analyzes Authorization Responses and adds each Pickup Response to the Exception File (if the account is not already listed), unless an Issuer does not participate in the service.
- 2.2.A.1.c A Merchant using the National Card Recovery File must check it for each Transaction that does not require Authorization.

2.2.A.2 Confidentiality

### 2.2.A.2 Confidentiality

- **2.2.A.2.a** The National Card Recovery File consists of confidential and proprietary information belonging to Visa U.S.A.
- 2.2.A.2.b Members, non-Member Authorizing Processors, and their Merchants must use the file only for verifying Cards in connection with Transactions that do not require Authorization.
- 2.2.A.2.c Prior to distribution of the National Card Recovery File to nonmember Authorizing Processors and their Merchants, a Member must obtain a written agreement to ensure that the entity:
  - Is advised of the confidential and proprietary nature of the National Card Recovery File **and**
  - Uses the file as specified in Section 2.2.A.2.b

### 2.2.A.3 Charges

Visa U.S.A. charges the Acquirer for each National Card Recovery File, as specified in the Visa U.S.A. Pricing Directory."

# 2.2.B Positive Cardholder Authorization Service

### 2.2.B.1 Overview

- 2.2.B.1.a The Positive Cardholder Authorization Service allows an Issuer to specify Transaction processing controls for Authorization Requests. These include the following Issuer options:
  - Advice File
  - Issuer Limit
  - Between Limits Transaction processing
  - Below-Advice Limit Random Selection
  - Between-Limits Random Selection
  - Referral/Activity Default Response
- **2.2.B.1.b** Except as specified in *Section 3.12.A.5.b*, the Positive Cardholder Authorization Service does not process Authorization Requests for:
  - Mail/Phone Orders (except T&E Transactions completed by mail or telephone) or
  - Recurring Transactions

#### 2.2.B.2 Additional Information

See the appropriate *VisaNet User's Manual* for additional information about the Positive Cardholder Authorization Service.

# 2.2.C Terminated Merchant File

### 2.2.C.1 Overview

- 2.2.C.1.a The Terminated Merchant File is a file maintained to identify the business names and principals of Merchants that Acquirers have terminated for the reasons specified in *Section 2.2.C.2.a.*
- 2.2.C.1.b A Member that fails to comply with the requirements specified in Section 2.2.C may be subject to Compliance, including liability for losses incurred by another Member as a result of the failure to comply.

#### 2.2.C.2 Additions to the Terminated Merchant File

- 2.2.C.2.a An Acquirer must add a terminated Merchant to the file as soon as possible, but no later than close of business on the day following the date the Merchant is notified of the intent to terminate the agreement. An Acquirer must list the Merchant if terminated for one or more of the following reasons:
  - Merchant was convicted of credit or debit card fraud.
  - Merchant deposited excessive Counterfeit Transaction Receipts.
  - Merchant deposited excessive Transaction Receipts unauthorized by Cardholders.
  - Merchant deposited Transaction Receipts representing sales of goods or services generated by another Merchant (laundering).
  - Acquirer received an excessive number of Chargebacks due to Merchant's business practices or procedures.
  - Visa U.S.A. identified the Merchant as suspected of fraudulent activity or Visa U.S.A. disqualified the Merchant from participating in the Visa Program
  - As a result of internal audit or investigation, Acquirer identified the Merchant as having excessive fraudulent activity.
  - Acquirer determined that serious Merchant violations of the Merchant Agreement may result in increased loss exposure to the Member or membership.
- 2.2.C.2.b The Acquirer must add a Merchant to the Terminated Merchant File within 24 hours of determining that:
  - Merchant was terminated for reasons other than those listed in Section 2.2.C.2.a and
  - Within 90 calendar days of the termination date, the Acquirer determines that the Merchant should have qualified for the listing

#### 2.2.C.2.c The Merchant listing must include the:

- Business name and
- Names and identification of principals of Merchants terminated
- 2.2.C.2.d The Acquirer must report terminated Merchants, as specified.

2.2.C.3 File Changes and Deletions

### 2.2.C.3 File Changes and Deletions

- 2.2.C.3.a Only the Member that added the Merchant to the Terminated Merchant File may request deletion of the Merchant name or information.
- **2.2.C.3.b** A Member that incorrectly adds a Merchant to the file must request correction of the file immediately upon recognition of an error.

#### 2.2.C.4 Inquiring Acquirer Responsibilities

- 2.2.C.4.a An Acquirer must query the Terminated Merchant File, as specified, before entering into a Merchant Agreement with a prospective Merchant.
- **2.2.C.4.b** If a Member receives a response indicating a "possible match" against a Merchant listed on the Terminated Merchant File, the Member must:
  - Verify that the Merchant identified in the response is the same Merchant for which the inquiry was generated **and**
  - Contact the listing Member directly to determine why the Merchant was added to the file
- 2.2.C.4.c The Acquirer should make its acceptance decision based on further investigation, and must use Terminated Merchant File data only as an informational tool in the decision-making process.

# 2.2.D Merchant Chargeback Monitoring Program

### 2.2.D.1 Overview

- 2.2.D.1.a Visa U.S.A. monitors the total volume of U.S. Domestic and International Interchange and Chargebacks for a single Merchant Outlet and identifies Merchants that experience **all** the following activity levels during any month:
  - 100 or more Interchange Transactions
  - 100 or more Chargebacks
  - A 1.00% or higher ratio of overall Chargeback-to-Interchange volume
- 2.2.D.1.b A Merchant Outlet that moves to the U.S.A. Region at the time that it is in another Region's Chargeback monitoring program will be assigned the equivalent status in the U.S.A. Region's comparable Chargeback monitoring program.
- 2.2.D.1.c Visa U.S.A. may monitor a Merchant under the High-Risk Chargeback Monitoring Program specified in *Section 2.2.G*, and assess penalties to its Acquirer, as specified in *Section 1.7.D.9*, if it determines that the Merchant's activities may cause undue harm to the goodwill of the Visa system.

2.2.D.2	Notification
2.2.D.2.a	If a Merchant Outlet meets or exceeds the Chargeback thresholds specified in <i>Section 2.2.D.1.a</i> , Visa U.S.A. notifies the Acquirer and assesses penalties as specified in <i>Section 1.7.D.9</i> .
2.2.D.2.b	For the purposes of the Merchant Chargeback Monitoring Programs, if an Acquirer submits Interchange for a single Merchant Outlet under multiple names, Visa U.S.A.:
	Groups the Merchant activity and
	<ul> <li>Notifies the respective Acquirer of the Interchange grouping</li> </ul>
2.2.D.2.c	Within 10 calendar days of receipt of the Notification, the Acquirer must:
	<ul> <li>Notify the Merchant and</li> </ul>
	<ul> <li>Provide Visa with the specific information requested</li> </ul>
2.2.D.3	Fees and Penalties
2.2.D.3.a	Visa U.S.A. assesses fees, charges, and fines to an Acquirer, as specified in <i>Section 1.7.D.9</i> , when a Merchant Outlet meets or exceeds the Chargeback thresholds specified in <i>Section 2.2.D.1</i> .
2.2.D.3.b	Fines for Chargeback activity may continue to be assessed to the Acquirer:
	<ul> <li>For all Trailing Chargeback Activity that occurs up to 120 calendar days after Transaction processing has ceased</li> </ul>
	<ul> <li>Equivalent to the penalties being assessed to the Acquirer, as specified in Section 1.7.D.9 at the time Transaction processing ceased</li> </ul>
2.2.D.3.c	If the Merchant Outlet continues to meet or exceed the Chargeback thresholds beyond the periods specified in <i>Section 2.2.D.3.a</i> , Visa U.S.A. may permanently disqualify the Merchant from participating in the Visa Program. Visa notifies both the Acquirer and Merchant of the disqualification and its effective date.
2.2.D.3.d	If the Merchant Outlet demonstrates a critical level of Chargeback-to-Interchange volume at any time during a given month, Visa U.S.A. may require the Acquirer to terminate the Merchant Agreement.
2.2.E Ac	cquirer Chargeback Monitoring Program
2.2.E.1	Overview

- 2.2.E.1.a Visa U.S.A. monitors the total volume of U.S. Domestic and International Interchange and Chargebacks for any Acquirer that experiences **all** the following activity levels during any month:
  - 500 or more Interchange Transactions
  - 500 or more Chargebacks
  - A 1.00% or higher ratio of overall Chargeback-to-Interchange volume

2.2.E.2 Notification

2252	Notification
2.2.E.2	
	If an Acquirer meets or exceeds the Chargeback thresholds specified in <i>Section 2.2.E.1.a</i> , Visa U.S.A. notifies the Acquirer and assesses fines as specified in <i>Section 1.7.D.10</i> .
2.2.E.3	Acquirer Review Process
2.2.E.3.a	For any Acquirer that has three or more Merchants in the chargeback monitoring programs for 6 consecutive months, Visa may conduct a review of the Acquirer's and/ or Merchants' Visa Card-related processing activities.
	<ul> <li>A senior officer of the Acquirer, as determined by Visa, is required to be present during the review process</li> </ul>
	<ul> <li>An Acquirer must take action on all recommendations resulting from the review, as directed by Visa</li> </ul>
2.2.E.4	Fees and Penalties
2.2.E.4.a	Visa U.S.A. assesses fees, charges, and fines, as specified in <i>Section 1.7.D.10</i> , if an Acquirer meets or exceeds the Chargeback thresholds specified in <i>Section 2.2.E.1.a</i> .
2.2.E.4.b	If Visa U.S.A. suspects that an Acquirer has terminated the Merchant Agreement and knowingly entered into a new Merchant Agreement with the same Merchant under a different name, with the intent to circumvent the provisions of <i>Section 2.2.E</i> , Visa U.S.A.:
	<ul> <li>Assesses a fine, 60 calendar days after Acquirer Notification, as specified in Section 2.5.E.3 and Section 2.5.E.4, and</li> </ul>
	<ul> <li>May permanently disqualify the Merchant and its principals from participating in the Visa Program</li> </ul>
2.2.E.4.c	The Acquirer may appeal to Visa U.S.A. during the 60-calendar-day period. If the Acquirer appeals, the Acquirer must provide evidence to disprove the suspected activity.
2.2.E.4.d	In accordance with the Acquirer review process specified in Section 2.2.E.3:
	• An Acquirer must pay a review fee as specified in Section 1.7.D.10 and Table 1-9
	<ul> <li>If an Acquirer fails to take action on recommendations resulting from the review, Visa U.S.A. assesses a fine as specified in <i>Section 1.7.D.10</i> and <i>Table 1-9</i></li> </ul>

# 2.2.F Global Merchant Chargeback Monitoring Program

The Acquirer of a Merchant in the Global Merchant Chargeback Monitoring Program, as specified in the *Visa International Operating Regulations, Volume I—General Rules*, is subject to the terms of that program for the Merchant's total volume of U.S. Domestic and International Chargebacks.

# 2.2.G High-Risk Chargeback Monitoring Program

### 2.2.G.1 Overview

- 2.2.G.1.a Visa U.S.A. monitors the total volume of U.S. Domestic and International Interchange and Chargebacks for Merchants specified in *Section 2.2.G.1.b* and identifies Merchants that experience **all** the following activity levels during any month:
  - 100 or more Interchange Transactions
  - 100 or more Chargebacks
  - A 1.00% or higher ratio of overall Chargeback-to-Interchange volume
- 2.2.G.1.b A Merchant that should be assigned one of the following Merchant Category Codes is monitored under this program:
  - 5962—Direct Marketing—Travel-Related Arrangement Services
  - 5966—Direct Marketing—Outbound Telemarketing Merchants
  - 5967—Direct Marketing—Inbound Telemarketing Merchants
  - 7995—Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
- 2.2.G.1.c A Merchant identified in the Merchant Chargeback Monitoring Program, as specified in Section 2.2.D, may be monitored under the terms of the High-Risk Chargeback Monitoring Program, if Visa U.S.A. determines that the Merchant's activities may cause undue harm to the goodwill of the Visa system.

#### 2.2.G.2 Notification

- **2.2.G.2.a** If a Merchant specified in *Section 2.2.G.1.b* meets or exceeds either of the applicable Chargeback ratios specified in *Section 2.2.G.1.a*, Visa U.S.A. sends a Notification to the appropriate Acquirer.
- **2.2.G.2.b** For the purposes of the High-Risk Chargeback Monitoring Program, if a Merchant submits Interchange under multiple names, Visa U.S.A.:
  - Groups the Merchant activity and
  - Notifies the respective Acquirer of the Interchange grouping
  - Within 15 calendar days of receipt of the Notification, the Acquirer must:
    - Notify the Merchant and
    - Provide Visa with the specific information requested

2.2.G.2.c

2.2.G.3 Fees, Charges, and Fines

2.2.G.3	Fees, Charges, and Fines
	Beginning with the Notification, Visa U.S.A. assesses penalties, as specified in <i>Section 1.7.D.11</i> , if:
	• A Merchant specified in Section 2.2.G.1.b meets or exceeds either of the applicable Chargeback ratios specified in Section 2.2.G.1.a
	<ul> <li>Acquirer does not identify a Merchant specified in Section 2.2.G.1.b with the correct Merchant Category Code</li> </ul>
	<ul> <li>Acquirer fails to register a High-Risk Telemarketing Merchant</li> </ul>
	<ul> <li>Acquirer knowingly enters into a Merchant Agreement with a disqualified Merchant, or one of its principals</li> </ul>
2.2.G.3.a	Fines for Chargeback activity may continue to be assessed to Acquirers:
	<ul> <li>For all Trailing Chargeback Activity that occurs up to 120 calendar days after Transaction processing has ceased</li> </ul>
	<ul> <li>Equivalent to the penalties being assessed to the Acquirer, as specified in Section 1.7.D.11, at the time Transaction processing ceased</li> </ul>
2.2.G.4	Merchant Disqualification
2.2.G.4.a	Visa may disqualify a Merchant specified in <i>Section 2.2.G.1.b</i> from participating in the Visa Program if the Merchant:
	<ul> <li>Meets or exceeds a critical level of Chargeback activity, as determined by Visa U.S.A. Risk Management</li> </ul>
	<ul> <li>Acts with the intent to circumvent Visa programs</li> </ul>
	Causes harm to the Visa system
2.2.G.4.b	Visa will send a Notification to the Acquirer advising:
	<ul> <li>The date the Acquirer must stop submitting the disqualified Merchant's Transactions</li> </ul>
	Reasons for the disqualification
	Notice of the right to appeal
2.2.G.4.c	The Acquirer may appeal the disqualification as follows:
	<ul> <li>The Acquirer's appeal letter must be received by Visa within 15 days of the Acquirer's receipt of the disqualification Notification</li> </ul>
	The Acquirer must pay a non-refundable fee and include it with the appeal letter
	The evidence and arguments for the appeal must be submitted in the appeal letter
	No oral presentations are permitted
2.2.G.4.d	Visa may impose conditions during the appeal process, as specified in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Section 2.10(c)
2.2.G.4.e	Visa notifies the Acquirer of the final disposition of the appeal.

## 2.2.H Credit Bureau Reporting

An Issuer must report all Visa Consumer Credit Card accounts to at least one credit-reporting bureau and comply with the following reporting requirements.

#### 2.2.H.1 Reporting Cardholder Data

An Issuer must report data for its primary Cardholders in the following fields of the 2.2.H.1.a Associated Credit Bureaus Metro format: Full first name, last name, and middle initial · Generation code (abbreviations such as "Jr.," "Sr.," "II," used to differentiate male members of the same family with identical names) Social Security Number Valid and complete address · Valid and complete city, state, and ZIP code Date of birth 2.2.H.1.b An Issuer designates Visa U.S.A., Integrated Solutions Concepts, Inc., or their designee, to act on the Issuer's behalf as an agent of the Issuer to: Establish credit bureau reporting standards Monitor credit bureau data Contract with credit bureaus to receive data and reports for the purpose of: - Monitoring their handling of Issuer data and - Comparing that data to Visa-specified credit bureau reporting standards An Issuer must report primary Cardholder data through electronic transmission by 2.2.H.1.c billing cycle, within 2 business days of the billing cycle end date. 2.2.H.1.d An Issuer must report primary Cardholder payment information using the B2 Segment data (12 months' payment history), unless they are already reporting B3 Segment data (24 months' payment history). 2.2.H.2 **Reporting Delinguent Accounts** An Issuer must report an account that is two payments past due (30 days delinquent) as delinguent rather than current. An Issuer must use the Metro ratings in the standard format specified in Table 2-1. 2.2.H.2.a If the delinquency progresses, the Issuer must use the standard Metro status code 2.2.H.2.b format until the account is charged off, at which time the Issuer must reflect the appropriate charge-off code. 2.2.K Advanced Authorization

# This section specifies Issuer requirements for Advanced Authorization, a real-time risk management tool that delivers risk data to Issuers in the Authorization Request to alert them to possible fraudulent activity on their Cardholder accounts.

2.2.K.1 General

2.2.K.1	General
2.2.K.1.b	To implement Advanced Authorization, an Issuer and its VisaNet Processor must:
	<ul> <li>Comply with certification requirements for Advanced Authorization, as specified in the appropriate VisaNet User's Manual</li> </ul>
	Complete an end-to-end validation test, as specified in the Advanced Authorization     Risk Condition Code Systems Implementation Guide
	Comply with the terms and conditions specified in the Advanced Authorization Risk Condition Code Systems Implementation Guide
2.2.K.1.c	If an Issuer is suspected of not complying with Visa fraud reporting requirements, the Issuer may be subject to an audit by Visa, as specified in <i>Section 2.4.J</i> .
2.2.K.2	Confidentiality
	An Issuer and its VisaNet Processor must:
	<ul> <li>Comply with confidentiality and security requirements related to the use of the VisaNet system and Visa confidential information, as specified in Section 1.2.E and Section 1.12.</li> </ul>
	<ul> <li>Store all Advanced Authorization operational materials such as manuals and pass-word protected CD-ROMs in a secure area limited to selected personnel, and render all data unreadable prior to discarding such materials</li> </ul>
2.2.L	Visa Risk Manager (Effective May 16, 2008)
	This section specifies Issuer requirements for Visa Risk Manager, a subscription-based risk management tool that allows Issuers to react to high-risk Transactions at the Point-Of- Transaction as well as to conduct offline case management.
2.2.L.1	General
2.2.L.1.a	Visa Risk Manager is a suite of subscription-based risk management products designed to help Issuers optimize loss prevention and maximize profitability through intelligent risk-management decisioning. An Issuer may subscribe to one or all of the following:
	<ul> <li>Visa Real-Time Decisioning which allows Visa to act on behalf of an Issuer to decline or forward high-fraud-risk Transactions using predefined rules created by the Issuer. It also supports both "Issuer available" and "Issuer unavailable" processing options.</li> </ul>
	<ul> <li>Visa Case Manager which enables an Issuer to view and prioritize suspicious purchase activity that requires further investigation to confirm that the Cardholder participated in the Transaction</li> </ul>
	<ul> <li>Visa Rules Manager, a web-based solution, allows an Issuer to create, test and publish customized "decisioning" rules that incorporate key elements of the Authorization message as well as risk intelligence from Advanced Authorization. Visa Rules Manager publishes rules throughout the day at scheduled intervals so that Issuers can dynamically respond to emerging fraud schemes.</li> </ul>

#### 2.2.L.2 Enrollment

To subscribe to Visa Risk Manager, an Issuer must complete and comply with the Visa Risk Manager enrollment package available on Visa Online.

#### 2.2.N BankruptcyPredict Service (Effective June 20, 2008)

#### 2.2.N.1 Overview

- 2.2.N.1.a The BankruptcyPredict Service is an optional service provided by Experian Information Solutions, Inc. and Integrated Solutions Concepts, Inc.
- 2.2.N.1.b The BankruptcyPredict Service is designed to reduce a Member's losses related to the bankruptcy of Cardholders, cardholders of non-Visa cards, customers of other Visa and non-Visa products by using consumer account performance data, Transaction data, consumer credit data and a proprietary model, to:
  - Score the participating Member's Cardholders, cardholders of non-Visa cards, customers of other Visa and non-Visa products to predict the likelihood of bankruptcy
  - Provide daily account-consumer level risk alerts
  - Provide monthly risk scores for a participating Member's portfolio

#### 2.2.N.2 Member Responsibilities

2.2.N.2.a To participate in the BankruptcyPredict Service, a Member must sign a service agreement with Experian Information Solutions, Inc., which can be obtained at one of the following addresses:

BankruptcyPredict Service Integrated Solutions Concepts, Inc. Mail Stop M3-6A P.O. Box 8999	or	Experian Information Solutions, Inc. Attn: Contracts Division 475 Anton Boulevard Costa Mesa, CA 92626
San Francisco, CA 94128		Costa Mesa, CA 92020

2.2.N.2.b All rights and obligations between a Member and Experian Information Solutions, Inc., its subsidiaries and affiliates are set forth in and are governed solely by the service agreement between Member and Experian Information Solutions, Inc. Member agrees to comply with all restrictions on use of the BankruptcyPredict Service set forth in such agreement, including with respect to permissible purpose requirements under the FCRA. Without impairing any legal or equitable rights of Experian Information Solutions, Inc. under such agreement, Integrated Solutions Concepts, Inc. shall, with respect to any noncompliance by Member of such use restrictions, be entitled to enforce as a third party beneficiary the terms of such agreement against Member and seek all available remedies. 2.2.N.3 Use of the BankruptcyPredict Service

2.2.N.2.c	A Member must furnish Transaction, account, and certain other information to Integrated Solutions Concepts, Inc., as specified in the <i>BankruptcyPredict Service</i> <i>User's Guide</i> . The Member designates Visa U.S.A. and Visa International and their subsidiaries and affiliates to act as agents of the Member for accessing and/or transmitting the Member's information in connection with the BankruptcyPredict Service to Integrated Solutions Concepts, Inc., and from Integrated Solutions Concepts, Inc. to Experian Information Solutions, Inc. In the event that the Member requests that the BankruptcyPredict Service be delivered via Integrated Solutions Concepts, Inc., the Member designates Integrated Solutions Concepts, Inc. as its agent to and on behalf of Member request and receive from Experian Information Solutions, Inc. the BankruptcyPredict Service, and to transmit the same to the Member.
2.2.N.2.d	A Member must comply with the following requirements for the reporting and use of Transaction, account, and the other information provided to Integrated Solutions Concepts, Inc.:
	<ul> <li>Provide monthly reports for all new and previously reported accounts</li> </ul>
	<ul> <li>Comply with the information delivery requirements (media, format, and other requirements) specified in the BankruptcyPredict Service User's Guide</li> </ul>
	<ul> <li>Protect the security of the information sent to Integrated Solutions Concepts, Inc.</li> </ul>
	<ul> <li>Comply with all applicable laws and regulations in collecting and providing the information to Integrated Solutions Concepts, Inc. including, without limitation, the requirements under the Federal <i>Fair Credit Reporting Act</i></li> </ul>
	Ensure that all information sent to Integrated Solutions Concepts, Inc. is accurate
	<ul> <li>Inform Integrated Solutions Concepts, Inc. as soon as possible upon becoming aware of any information sent to Integrated Solutions Concepts, Inc. that is inaccurate or otherwise does not comply with the requirements in this section</li> </ul>
	<ul> <li>Promptly investigate claims of inaccuracies in the information supplied to Integrated Solutions Concepts, Inc. and correct any information that cannot be verified as accurate</li> </ul>
	<ul> <li>Refer to the Integrated Solutions Concepts, Inc. Consumer Office any request to disclose the contents of a report supplied by the BankruptcyPredict Service</li> </ul>
2.2.N.3	Use of the BankruptcyPredict Service
2.2.N.3.a	A Member must use the BankruptcyPredict Service only:
	• For a permissible purpose under the Federal Fair Credit Reporting Act
	<ul> <li>As permitted in the service agreement between Member and Experian Information Solutions, Inc. specified in Section 2.2.N.2</li> </ul>
2.2.N.3.b	Upon request by Integrated Solutions Concepts, Inc., the Member must certify the purpose(s) for which it uses the BankruptcyPredict Service.

2.2.N.4	BankruptcyPredict Service Information
2.2.N.4.a	Visa U.S.A. and Integrated Solutions Concepts, Inc. may, and the Member authorizes Visa U.S.A. and Integrated Solutions Concepts, Inc. to, use or transfer, including to correct or update, the information reported by the Member to Integrated Solutions Concepts, Inc. under <i>Section 2.2.N.2.c</i> and <i>Section 2.2.N.2.d</i> for any purpose permitted under applicable law, including but not limited to:
	<ul> <li>Providing the information to Experian Information Solutions, Inc. for purpose of providing the BankruptcyPredict Service</li> </ul>
	<ul> <li>Providing to Members or other customers any Visa service or product</li> </ul>
	<ul> <li>Providing the information to Experian Information Solutions, Inc. or any other Credit Bureau for any use permitted to Experian Information Solutions, Inc. or such other Credit Bureau under their agreement with Visa U.S.A. or Integrated Solutions Concepts, Inc. and under applicable law</li> </ul>
2.2.N.4.b	The Member must <b>not</b> :
	<ul> <li>Provide information to Integrated Solutions Concepts, Inc. that is the result of an investigative consumer report within the meaning of Section 1681a(h) of the Federal Fair Credit Reporting Act</li> </ul>
	<ul> <li>Continue to transmit to Integrated Solutions Concepts, Inc. any information that cannot be verified as accurate</li> </ul>
2.2.N.5	Fees
	Visa assesses fees to Issuers that participate in the BankruptcyPredict Service. Fee information is available upon request.
2.2.N.6	Additional Service Requirements
	Refer to the <i>BankruptcyPredict Service User's Guide</i> for additional information, procedures, and requirements of the BankruptcyPredict Service.
2.2.O R	isk Identification Service (RIS) Online
2.2.0.1	Overview
2.2.0.1.a	Risk Identification Service (RIS) Online evaluates Transactions processed through VisaNet and reports various fraud and risk activities to Members. Notifications are sent to Acquirers for investigation and implementation of appropriate actions to prevent or reduce fraud.
2.2.O.1.b	A Merchant Outlet that is in a Merchant Fraud Activity monitoring program in another Visa region and moves to the U.S.A. Region is assigned the equivalent status in the RIS Online Fraud Activity monitoring program.
2.2.O.1.c	An Identified Merchant will enter a remediation program that can last up to 10 months as described in <i>Section 2.2.0.2.c</i> and <i>Section 1.7.D.7</i> .
2.2.O.1.d	Visa may monitor an Identified Merchant under the RIS Online program and assess fees to the Acquirer, as specified in <i>Section 1.7.D.7</i> .
2.2.0.1.e	Fraud Activity thresholds are available from Visa U.S.A. upon request.

2.2.O.2 Notification

2.2.0.2	Notification
2.2.0.2.a	If an Identified Merchant meets or exceeds the established Fraud Activity thresholds, Visa notifies the Acquirer and assesses fees as specified in <i>Section 1.7.D.7</i> .
2.2.O.2.b	Within 10 calendar days of receipt of the Notification, the Acquirer must:
	Notify the Merchant and
	<ul> <li>Provide Visa with the specific information requested</li> </ul>
2.2.0.2.c	An Acquirer that receives an Excessive Fraud Activity Notification for one of its Merchants enters a 3-month Workout Period, and is subject to the requirements, as described in <i>Table 2-2</i> .

<ul> <li>Activity Notification, as specified in Section 2.2.0.2, and enters a 3-month workout period.</li> <li>Acquirer must complete a Risk Identification Service Online Questionnaire and submit it to Visa within a days of receipt of the Notification, and take further action as specified in Section 2.2.0.2.b</li> <li>Workout Period</li> <li>Workout Period - month 1. No fee</li> <li>Acquirer must submit to Visa a fraud reduction plat detailing corrective actions by the 15th of the mont following the month in which the initial Excessive Fraud Activity Notification was received. If an acceptable plan is not submitted, the Acquirer immediately enters the fee period, and may be subjit to the fee period requirements for month 1<sup>1</sup></li> <li>Workout Period - month 2. No fee Acquirer evaluates the effectiveness of the fraud reduction plan and makes adjustments, as necessare.</li> <li>Workout Period - month 3. No fee Acquirer continues to evaluate the effectiveness of the fraud reduction plan and makes adjustments, and the</li></ul>	Event	Requirements
<ul> <li>Acquirer receives Excessive Fraud Activity Notification(s).</li> <li>Acquirer must submit to Visa a fraud reduction plat detailing corrective actions by the 15th of the mon following the month in which the initial Excessive Fraud Activity Notification was received. If an acceptable plan is not submitted, the Acquirer immediately enters the fee period, and may be subj to the fee period requirements for month 1<sup>1</sup></li> <li>Workout Period - month 2. No fee Acquirer evaluates the effectiveness of the fraud reduction plan and makes adjustments, as necessary Workout Period - month 3. No fee Acquirer continues to evaluate the effectiveness of the fraud reduction plan and makes adjustments, and models and makes adjustments, and models and makes adjustments, and makes adjustments,</li></ul>	Activity Notification, as specified in <i>Section 2.2.0.2</i> , and enters a 3-month	<ul> <li>Initial Excessive Fraud Activity Notification. No fee</li> <li>Acquirer must complete a Risk Identification Service Online Questionnaire and submit it to Visa within 10 days of receipt of the Notification, and take further action as specified in Section 2.2.0.2.b</li> </ul>
necessary	Acquirer receives Excessive Fraud Activity	<ul> <li>Acquirer must submit to Visa a fraud reduction plan detailing corrective actions by the 15th of the month following the month in which the initial Excessive Fraud Activity Notification was received. If an acceptable plan is not submitted, the Acquirer immediately enters the fee period, and may be subject to the fee period requirements for month 1<sup>1</sup></li> <li>Workout Period - month 2. No fee Acquirer evaluates the effectiveness of the fraud reduction plan and makes adjustments, as necessary</li> </ul>

2.2.O.2.d	Visa assesses fees and charges to an Acquirer, as specified in Section 1.7.D.7, when an Identified Merchant meets or exceeds the Fraud Activity thresholds.
2.2.O.2.e	If the Identified Merchant continues to meet or exceed the established Fraud Activity thresholds beyond the periods specified in <i>Section 1.7.D.7</i> , Visa U.S.A. may permanently disqualify the Identified Merchant from participating in the Visa Program. Visa notifies both the Acquirer and the Identified Merchant of the disqualification and its effective date.
2.2.0.2.f	If the Identified Merchant demonstrates a critical level of Fraud Activity-to-sales ratio at any time during a given month, Visa U.S.A. may require the Acquirer to terminate the Merchant Agreement.
2.2.0.3	Jurisdiction

**Effective June 6, 2007**, the Merchant Fraud Performance Program is managed by Visa International and monitors inter-regional Merchant-level fraud as specified in the *Visa International Operating Regulations, Volume I—General Rules.* 

## 2.2.P Card Verification Value Program

#### 2.2.P.1 Certification Requirements

An Issuer or Acquirer that processes a Transaction using Magnetic Stripe, Chip, or Contactless Payment data must participate in the Card Verification Value Program as specified in this section and the following:

- Appropriate VisaNet User's Manual
- Payment Technology Standards Manual
- Visa U.S.A. Contactless Payment Program Technical Implementation Guide, if applicable

#### 2.2.P.2 Issuer Requirements

- **2.2.P.2.b** At an Issuer's option, the Card Verification Value (CVV) in the Magnetic-Stripe Data contained in the Chip may differ from the Card Verification Value encoded on the Magnetic Stripe of the Chip Card. This alternate Card Verification Value for a Chip Card is known as iCVV.
- 2.2.P.2.c An Issuer must support Dynamic Card Verification Value (dCVV) authentication for its Contactless Payment Program, as specified in the Visa U.S.A. Contactless Payment Program Technical Implementation Guide.

2.2.Q Card Verification Value 2 Program

## 2.2.Q Card Verification Value 2 Program

#### 2.2.Q.1 Issuer Requirements

All Issuers must meet the following requirements:

- Be certified as able to receive and respond to Authorization Requests containing the values for Card Verification Value 2, as specified in the applicable *VisaNet User's Manual* and
- Provide Visa with valid Card Verification Value 2 encryption keys and test account numbers with Card Verification Value 2 values and expiration dates

#### 2.2.Q.2 Acquirer Requirements

All Acquirers must be certified as able to send, and receive responses to, Authorization Requests containing the values for Card Verification Value 2, as specified in the applicable *VisaNet User's Manual*.

## 2.2.R Cardholder Information Security Program

A Member must comply, and ensure that its Merchants and Agents comply, with the requirements of the Cardholder Information Security Program available from Visa U.S.A. Risk Management upon request or online at http://www.visa.com/cisp.

A third party that supports a loyalty program or provides fraud control services, as specified in *Section 3.2.J* or *Section 4.2.S.2*, must comply with the requirements of the Cardholder Information Security Program.

#### 2.2.R.1 Member, Merchant and Agent Requirements

A Member must comply, and ensure that its Merchants and Agents comply, with the Payment Card Industry Data Security Standard and the validation and reporting requirements as outlined in the Cardholder Information Security Program. The Payment Card Industry Data Security Standard and the Cardholder Information Security Program requirements are available online at http://www.visa.com/cisp.

## 2.3 General Security Requirements

This section describes Member rights and responsibilities for the security of Visa Cards and services, including corporate risk reduction procedures, investigative assistance, lost or stolen Visa Card, or Visa Electron Card reports, and recovered Visa Cards, or Visa Electron Cards.

## 2.3.A Corporate Risk Reduction Procedures

#### 2.3.A.1 Member and Agent Responsibilities

- **2.3.A.1.a** Upon receipt of instructions imposing conditions, as specified in the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Section 2.10*, a Member or Agent must implement risk reduction measures that may include, but are not limited to, the following:
  - Prohibiting or limiting any of the following actions:
    - Issuing new or reissued Cards
    - Signing or re-signing of Merchants or Sponsored Merchants
    - Using any Independent Contractor
  - Blocking the Authorization of Cardholder Transactions or prohibiting Acquirers from obtaining Authorization on Transactions on behalf of certain Merchants
  - Terminating some or all Merchants or Sponsored Merchants that:
    - Conduct Transactions where the Cardholder is not present or where goods and services are to be delivered after the Transaction Date, **or**
    - Generate Chargebacks substantially in excess of the system average
  - Pledging collateral to secure a Member's or Agent's obligations and reimbursement to Visa U.S.A. for any expenses incurred in assuring the compliance of those obligations
  - Implementing procedures or practices deemed necessary by Visa to maintain the integrity of Visa Transactions
  - Redirecting Settlement funds to avoid potential losses, as specified in *Section 6.2.J.1*, including, but not limited to:
    - Rerouting Settlement funds around the bank that normally holds the Member or Agent funds
    - Holding funds to ensure the correct application of Cardholder funds
    - Holding funds for the payment of Merchants or Sponsored Merchants
    - Holding funds for the future payment of Chargebacks
    - Withholding funds for the purpose of obtaining collateral or meeting other Membership obligations
  - Terminating or limiting a Member's right to sponsor Participant-Type Members
  - · Requiring a Member to change one or more of its designated Agents
- 2.3.A.1.b The Member must ensure that each Merchant, Sponsored Merchant, and Agent Agreement acknowledges the right of Visa U.S.A. to terminate or limit the agreement with the Member.

2.3.A.2 Visa U.S.A. Rights

#### 2.3.A.2 Visa U.S.A. Rights

- **2.3.A.2.a** Visa U.S.A. may implement the provisions in *Section 2.3.A.1* to protect the Visa payment system.
- **2.3.A.2.b** Visa U.S.A. is not obligated to take these actions to protect any Member, Merchant, Sponsored Merchant, or Cardholder from financial injury.

#### 2.3.A.3 Independent Audit

- **2.3.A.3.a** A Member must obtain and review an independent audit of the internal controls that support the VisaNet interface in the following circumstances:
  - Upon designation of a VisaNet Processor and
  - In connecting directly to VisaNet for Interchange or Authorization services
- **2.3.A.3.b** The audit must be conducted annually, based on standards issued by the American Institute of Certified Public Accountants.

## 2.3.B Secured Card Programs

For Issuer requirements concerning Secured Card Programs, refer to Chapter 3, "Issuer Standards."

#### 2.3.C Investigative Assistance

#### 2.3.C.1 Member Responsibilities

A Member must, to the best of its ability, assist other Members with an investigation of fraudulent activity with a Visa Card, or Visa Electron Card by performing tasks such as:

- Interviewing Merchants, Sponsored Merchants, Cardholders, suspects, witnesses, and law enforcement personnel
- Obtaining handwriting samples, photographs, fingerprints, and any other similar physical evidence
- Recovering lost, stolen, or Counterfeit Cards
- Providing information to proper authorities for the possible arrest of persons, at the Issuer's request
- Performing any other reasonable investigative assistance
- Inspecting the facilities of credit card manufacturers, embossers, encoders, mailers, and chip embedders

#### 2.3.C.2 Payment for Investigative Services

- **2.3.C.2.a** A Member that requests investigative services of other Members must pay an investigative service fee, as specified in *Section 9.7.E*.
- **2.3.C.2.b** A Member that performs investigative services for other Members must prepare an itemized statement for the Member requesting the services.

2.3.D	Lost or Stolen Card Reports
2.3.D.1	Member Responsibility
	A Member must, on behalf of other Members:
	<ul> <li>Accept lost or stolen Visa Card or Visa Electron Card reports from a Cardholder or his/her designated representative, or stolen Virtual Account reports from a Virtual Account-Holder or his/her designated representative and</li> </ul>
	<ul> <li>Notify the Issuer at the telephone number listed in the Visa Interchange Directory, by using an In or Out WATS line or calling collect.</li> </ul>
2.3.D.2	Lost/Stolen Card Report
2.3.D.2.a	A Member must do <b>all</b> of the following:
	<ul> <li>Provide the Issuer with the information required on the Lost/Stolen Card Report (Exhibit P) within X hours of the initial Cardholder notification.</li> </ul>
	<ul> <li>Supply the Issuer with the address and telephone number where the Cardholder may be contacted for the next 2 business days, if an incomplete Account Number is provided.</li> </ul>
	<ul> <li>Notify Visa Customer Care Services if unable to establish contact with the Issuer within X hours of the initial Cardholder notification.</li> </ul>
2.3.D.2.b	If a Cardholder requests one or more of the Emergency/Travel Services, the report must include the:
	<ul> <li>Address and telephone number where a Member may contact the Cardholder during the following 2 business days and</li> </ul>
	Emergency Cash Disbursement amount requested, if applicable
2.3.D.2.c	Visa will enter the lost or stolen Visa Card or Visa Electron Card Account Number on the Exception File with the information specified in <i>Section 2.6.E.2</i> .
2.3.D.2.d	Upon receipt of a <i>Lost/Stolen Card Report (Exhibit P)</i> from Visa, an Issuer may update the Exception File as necessary. For additional information about lost and stolen Visa Card or Visa Electron Card reporting, see <i>Visa Enhancements Resource Guide</i> .
2.3.D.3	Reimbursement
	A Member may collect a handling fee from the Issuer, as specified in Section 9.6.C.

2.3.E Recovered Cards

## 2.3.E Recovered Cards

This section does not apply to Non-Reloadable Prepaid Cards recovered without a Pickup Response or request from the Issuer.

#### 2.3.E.1 Merchant Handling of Card Recovery

- **2.3.E.1.a** Except as specified in *Section 2.3.E.1.c*, a Merchant that recovers a Visa Card or Visa Electron Card must:
  - Cut the Visa Card or Visa Electron Card horizontally so as not to damage the Magnetic Stripe, Chip, hologram (if applicable), embossed, or printed Account Number (if applicable), **and**
  - Immediately send it to:
    - Its Acquirer or
    - A VisaNet Interchange Center, if Visa U.S.A. is designated as the Merchant's Authorizing Processor
- 2.3.E.1.b If the recovered Visa Card or Visa Electron Card was retained by a law enforcement agency, the Merchant must provide a legible copy of the front and back of the Visa Card or Visa Electron Card to its Acquirer or a VisaNet Interchange Center, as applicable.
- 2.3.E.1.c For a Non-Reloadable Visa Prepaid Card recovered without a Pickup Response or a specific request from the Issuer, the Merchant or the Acquirer must cut the Card and render it non-usable.

#### 2.3.E.2 Member Notification of Card Recovery

Any of the following may recover a Visa Card or Visa Electron Card and return it to a Member:

- A Merchant
- A local law enforcement agency
- One of the Member's employees
- One of the Member's ATMs

#### 2.3.E.2.a The Acquirer must immediately advise the following of the recovery:

- The Issuer, if the Visa Card or Visa Electron Card is recovered because the first four digits of the embossed or printed Account Number (if applicable) do not match the four digits printed above or below the Account Number
- Visa U.S.A. Security, if the embossed or printed BIN is not assigned to a Member
- 2.3.E.2.b An Acquirer must retain a legible copy of the front and back of the recovered Visa Card or Visa Electron Card.

2.3.E.3	Returning Recovered Card to Issuer
2.3.E.3.a	The Member must send all of the following to the Issuer using a method that supplies proof of delivery. These items must be sent on the Input Date of the fee collection, but no later than 5 business days after the Visa Card or Visa Electron Card is recovered:
	Recovered Visa Card or Visa Electron Card
	<ul> <li>Completed Interchange Recovered Card Advice (Exhibit G) with any pertinent facts concerning the recovery</li> </ul>
	<ul> <li>If the recovered Card was retained by a law enforcement agency, a legible copy of its front and back</li> </ul>
	If the recovered Card was retained by a law enforcement agency, the <i>Interchange Recovered Card Advice (Exhibit G)</i> and copy of the front and back of the Visa Card or Visa Electron Card need not be sent by a method that supplies proof of delivery.
2.3.E.3.b	Prior to returning a recovered Visa Card or Visa Electron Card to the Issuer, the Member must render the Card unusable as follows:
	<ul> <li>For a recovered Card without a Chip, cut the Card horizontally so as <b>not</b> to damage the Magnetic Stripe, hologram (if applicable), or embossed or printed Account Number</li> </ul>
	<ul> <li>For a recovered Chip Card, so as not to damage the Chip, either:</li> </ul>
	- Punch a hole through the middle of the Magnetic Stripe to make it unreadable
	<ul> <li>Cut away the upper corner of the Card at the opposite end of the Chip. A corner cut must be at a 45-degree angle and extend approximately 25mm (1 inch) from the upper corner of the Card.</li> </ul>
2.3.E.5	Dispute Resolution
	If the Issuer does not receive the recovered Visa Card, Visa Electron Card, or the <i>Interchange Recovered Card Advice (Exhibit G)</i> , the Issuer may request Compliance within 90 days from the Central Processing Date of the Fee Collection, as specified in the <i>Volume II—Dispute Resolution Rules</i> , Chapter 3, " <i>Compliance</i> ."
2.3.E.6	Rewards Paid by Acquirer
2.3.E.6.a	An Acquirer must pay the individual making the recovery a reward of at least \$50 for each Visa Card, or Visa Electron Card that was recovered under any of the following circumstances:
	<ul> <li>Account Number was listed on the National Card Recovery File</li> </ul>
	<ul> <li>Acquirer received a Pickup Response from an Authorization or Account Number Verification request</li> </ul>
	At the Issuer's request
	If the recovered Visa Card or Visa Electron Card was retained by a law enforcement agency, the Acquirer must pay the reward upon receipt of a legible copy of the front and back of the recovered Visa Card or Visa Electron Card.

2.3.E.6.b	The Acquirer must pay the Merchant a reward of at least \$100 if the recovered Visa Card or Visa Electron Card was not listed in the Exception File with a Pickup Response and the Merchant's request for Authorization was due to:
	<ul> <li>Suspicious circumstances (Code 10 Authorization) or</li> </ul>
	<ul> <li>Presentation of a Visa Card or Visa Electron Card on which the first four digits of the embossed or printed Account Number (if applicable) do not match the four digits printed above or below the Account Number</li> </ul>
2.3.E.6.c	If an Acquirer pays rewards to its tellers or other individuals for Visa Card or Visa Electron Card recovery, it may collect this amount from the Issuer.
2.3.E.7	Issuer Reimbursement to Acquirer
2.3.E.7.a	The Issuer must reimburse the Acquirer for the amount of the reward paid, up to \$100.
2.3.E.7.b	Reimbursement of a reward payment must <b>not</b> exceed \$250 per instance of multiple Visa Card, or Visa Electron Card recovery.
2.3.E.7.c	The Issuer need not reimburse the Acquirer for a reward for a Visa Card or a Visa Electron Card that is:
	Recovered at an ATM, Automated Dispensing Machine, or Self-Service Terminal
	Inadvertently left at a Merchant Outlet
	<ul> <li>A Non-Reloadable Visa Prepaid Card recovered without an Issuer's request or in the absence of a Pickup Response</li> </ul>
2.3.E.8	Handling Fee
2.3.E.8.a	The Acquirer may collect a handling fee as specified in <i>Section 9.7.G</i> , whether or not the Merchant is entitled to a reward.
2.3.E.8.b	If the Acquirer has also paid a reward, as specified in Section 2.3.E.6, the Acquirer may collect the handling fee and the reward in one Fee Collection Transaction.
2.3.E.8.c	The Fee Collection must <b>not</b> be entered into Interchange prior to forwarding the <i>Interchange Recovered Card Advice (Exhibit G)</i> .
2.3.F	Account Information Security
2.3.F.1	Overview
	A Member must:

- Maintain all materials or records in any form that contain account information in a safe and secure manner with access limited to authorized personnel **and**
- Ensure that agents with access to account information comply with this requirement

2.3.F.2	Delivery of Account Information
	If a pre-sort vendor is used to consolidate materials containing account information prior to delivering it to the United States Postal Service or overnight courier, the Issuer must ensure that the pre-sort vendor implements and maintains all of the security standards specified in the <i>Visa International Security Validation Requirements for Card Vendors</i> manual.
2.3.F.3	Loss or Theft of Account Information
2.3.F.3.a	A Member must immediately report the suspected or confirmed loss or theft, including a loss or theft by one of the Member's agents, of any material or records that contain account information. Such loss may be reported on behalf of the Member by one of its agents, or a Merchant or one of its agents.
2.3.F.3.b	A Member must implement policies and procedures requiring its contractors or Agents to notify the Member in the event the contractor or Agent experiences a security breach or reasonably believes that Cardholder information was compromised as a result of such breach.
2.3.F.3.c	The loss or theft must be reported to Visa U.S.A. Fraud Control by telephone or fax. The report must contain, to the extent possible, <b>all</b> of the following information:
	Issuer name
	<ul> <li>Form, number, and range of account information missing</li> </ul>
	Specific Account Numbers missing
	<ul> <li>Type of account information on missing material</li> </ul>
	<ul> <li>Pertinent details about the loss or theft and ensuing investigation</li> </ul>
	<ul> <li>Contact name and telephone number for additional information</li> </ul>
	<ul> <li>Name and telephone number of person reporting the loss or theft</li> </ul>
2.3.F.4	Investigations
2.3.F.4.a	A Member must conduct a thorough investigation of the suspected or confirmed loss or theft of account information or laundering of Sales Drafts.
2.3.F.4.b	A Member or its agent must cooperate fully with Visa U.S.A., which may require additional investigation. This cooperation includes providing access to the premises and to all pertinent records.
2.3.F.5	Non-Compliance
	If Visa U.S.A. determines that a Member or its agent has been deficient or negligent in securely maintaining the account information or reporting or investigating the loss of this information, as specified in <i>Section 2.3.F</i> , Visa U.S.A. may require the Member to take immediate corrective action.

2.3.F.6 Verification

#### 2.3.F.6 Verification

A Member must, upon completion of the investigation as specified in *Section 2.3.F.4*, demonstrate its ability to prevent future loss or theft of Transaction information, consistent with the requirements of the Cardholder Information Security Program, as specified in *Section 2.2.R*.

Visa U.S.A., or an independent third party acceptable to Visa, must verify this ability by conducting a subsequent security review.

#### 2.3.F.7 Fines and Penalties

An Acquirer that fails to comply with the requirements of *Section 2.3.F.3* is subject to the fines and penalties specified in *Section 1.7.D.25*.

#### 2.3.F.8 PIN Security Self-Audit Requirements

- 2.3.F.8.aAn Acquirer or its agent processing PINs for Visa Transactions must comply with the<br/>security requirements specified in the PIN Management Requirements Documents.<br/>See Section 1.7.D.23 for penalties for failure to comply.
- 2.3.F.8.d All required forms are located in either Appendix B or Appendix C of the *PIN Security Requirements* manual.

## 2.4 Issuer Rights and Responsibilities

## 2.4.A Terminal Risk Management

A Chip Card Issuer must **not** inhibit Terminal Risk Management (e.g., by programming the Chip to bypass risk controls).

## 2.4.B Visa Card Manufacturer Certification

#### 2.4.B.1 Certification Standards

An Issuer must:

- Use a Certified Manufacturer to manufacture or print Visa Cards and
- Ensure that the Certified Manufacturer complies with **all** of the following:
  - Card Manufacturing Agreement
  - Security Validation Requirements for Card Vendors
  - Logical Security Validation Requirements for Card Personalization Vendors
- Use a Visa-approved third-party personalizer to personalize Visa Cards bearing a Chip
- Ensure that the Visa-approved third-party personalizer complies with the *Third Party Personalizer's Agreement*
- Immediately notify Visa if the Certified Manufacturer or third-party personalizer cannot complete its responsibilities

#### 2.4.B.2 Issuer Contract with Visa Card Manufacturer

An Issuer may contract through another Member, a Visa-certified third party, or directly with a Visa card manufacturer for the production of Visa Cards.

## 2.4.E Card Production

An Issuer must do **all** of the following:

- Enforce accountability controls throughout the manufacture and Card Personalization process, and resolve all discrepancies
- Ensure that the manufacturing, embossing, encoding, hot stamping, electronic imaging, and mailing of all Visa Cards is completed in an area restricted to people responsible for, or engaged in, the production operations and complies with the following:
  - Security Validation Requirements for Card Vendors and
  - Logical Security Validation Requirements for Card Personalization Vendors
- Create and maintain a secure environment
- If an outside firm contracts to produce Visa Cards, ensure that the firm is certified by Visa U.S.A. Corporate Risk, and complies with the requirements specified in this section and in the following:
  - Security Validation Requirements for Card Vendors and
  - Logical Security Validation Requirements for Card Personalization Vendors
- If participating in Instant/Remote Issuance, ensure that:
  - The Card Personalization process meets the *Visa Instant Card Issuance Security Standards*, which may be obtained from Visa U.S.A. Corporate Risk, **and**
  - A completed *Instant Card Issuance Member Self-Audit Form* for each Instant/Remote Issuance location is sent annually to Visa U.S.A. Corporate Risk

## 2.4.I General Security Provisions

An Issuer must have a qualified fraud control and Card security officer and staff that are responsible for all areas of Card security. The staff functions must include, at a minimum, **all** of the following:

- Investigation of all fraudulent use of the Issuer's Cards
- Planning and supervision of the:
  - Manufacturing, embossing, encoding, printing, and mailing of the Issuer's Cards, and
  - Physical protection of the Issuer's Center and buildings
- · Participation in Center employee background investigations

2.4.J Fraud Reporting

## 2.4.J Fraud Reporting

#### 2.4.J.1 Fraud Activity Categories

Visa U.S.A. defines the following Fraud Activity reporting categories:

Table 2-3:	Fraud Activity Reporting Categories
	Thad notivity reporting categories

CATEGORY	THIS CATEGORY IS USED FOR:
Lost Card	Transactions generated on an Account Number for a Card or convenience check that is reported as lost
Stolen Card	Transactions generated on an Account Number for a Card or convenience check that is reported as stolen
Card Not Received	Transactions generated by a Card or convenience check that the rightful owner claims not to have received
Fraudulent Application	Transactions generated by a Card issued based on a fraudulent Card application
Counterfeit	Transactions generated by a Counterfeit Card or counterfeit convenience check
Account Takeover/ Miscellaneous	Fraud Activity resulting from an unauthorized takeover of an account, including an unauthorized change of address, and all other Fraud Activity not otherwise specified
Fraudulent Use of an Account Number (Mail/Phone Order Fraud)	Transactions generated by fraudulent use of an Account Number in which the Card is not present
Fraudulent Application Detected Before Loss Incurred	Legitimate owner of the respective data elements is contacted and denies having submitted the application for credit
Suspicious Application Detected Before Loss Incurred	Issuer determines that application information is not legitimate and denies the request for credit

2.4.J.2	Fraud Activity Reporting
2.4.J.2.a	An Issuer must report all Fraud Activity to Visa U.S.A.:
	<ul> <li>as specified in the Fraud Reporting System User's Guide</li> </ul>
	Upon detection, but no later than:
	- 90 calendar days from the Transaction Date
	<ul> <li>30 calendar days following the receipt of the Cardholder's dispute notification, if the notification is <b>not</b> received within the 90 calendar-day period</li> </ul>
2.4.J.2.b	A Member must resubmit no less than 90 percent of all rejected Fraud Activity and ensure that resubmitted Transactions are accepted into the Visa Fraud Reporting System.
2.4.J.2.c	If further investigation determines that the Transaction or occurrence is of a different Fraud Activity type than previously reported, the Issuer must correct the activity.
2.4.J.2.d	If Fraud Activity has occurred on an account, and the Issuer does not list the Account Number on the Exception File with a Pickup Response for at least 30 calendar days, Chargeback rights are restricted, as specified in <i>Section 7.4.D.2</i> .
2.4.J.2.e	A Member must report all Cardholder and Issuer mailing information on "Not Received as Issued" Cards, whether or not Fraud Activity has occurred.
2.4.J.3	Non-Compliance
	If an Issuer does not comply with Section 2.4.J, the Issuer:
	May be subject to an audit by Visa
	<ul> <li>Is responsible for all expenses relating to the audit</li> </ul>
	<ul> <li>May be subject to fines and penalties, as specified in Chapter 1, "General Regulations"</li> </ul>
2.4.K	Prepaid Issuer Risk Program
	The Prepaid Issuer Risk Program increases an Issuer's accountability for controlling its Agent relationships that support its Visa Issuer Prepaid Card programs and enhances control mechanisms to mitigate risk to the Visa system.
2.4.K.1	Issuer Policies
2.4.K.1.a	A Visa Prepaid Card Issuer must implement underwriting, monitoring, and control policies for its Agents that support its Visa Prepaid Card program.
2.4.K.1.b	The Issuer must ensure that the policies specified in <i>Section 2.4.K.1.a</i> are approved by its board of directors. Visa U.S.A. may grant an exception to this requirement.
2.4.K.1.c	The Issuer must provide the policies specified in <i>Section 2.4.K.1.a</i> to Visa U.S.A. upon request.
2.4.K.1.d	An Issuer must implement policies and procedures for reviewing solicitation materials used by its Agents.

2.4.K.2 Issuer Compliance

2.4.K.2	Issuer Compliance
	An Issuer must comply with the requirements of the <i>Prepaid Issuer Risk Program Standards</i> document, available from Visa U.S.A. upon request.
2.4.K.3	Activity Monitoring and Reporting
2.4.K.3.a	An Issuer must, at a minimum, monitor its Agents in accordance with the Agent activity monitoring standards, as specified in Visa U.S.A.'s <i>Prepaid Issuer Risk Program Standards</i> document.
2.4.K.3.b	An Issuer must:
	<ul> <li>Ensure it has all access rights to all of its Agent's systems and reports</li> </ul>
	<ul> <li>Submit to Visa U.S.A. quarterly reporting on Agent relationships as specified in the Prepaid Issuer Risk Program Standards document</li> </ul>
2.4.K.4	Issuer Responsibility
	An Issuer must:
	<ul> <li>Hold and control all Visa Prepaid Card funds and Agent reserves</li> </ul>
	<ul> <li>Ensure that all prepaid funds are only used for valid Presentments</li> </ul>
	<ul> <li>Ensure reserves may only be used to cover direct program losses that are accumulated and derived from the Merchant settlement funds or used to guarantee a Merchant's payment system obligations to the Member</li> </ul>
	<ul> <li>Perform monitoring of Agent reserves and account funding</li> </ul>
	Periodically review and monitor Cardholder funds, including exception reporting
2.4.K.5	Reviews and Assessments
2.4.K.5.a	An entity, approved by Visa U.S.A., may conduct a periodic review of the Issuer's or their Agent's operations at any time to ensure compliance with the Prepaid Issuer Risk Program requirements, as specified in <i>Section 2.4.K</i> .
2.4.K.5.b	An Issuer must provide Visa U.S.A. with a self assessment questionnaire on a quarterly basis.
2.4.K.6	Reporting
	An Issuer must provide a copy of the review report, as specified in <i>Section 2.4.K.5.a</i> , to Visa U.S.A. upon request.
2.4.K.7	Issuer Responsibilities
	An Issuer is responsible for the cost of the periodic review, as specified in <i>Section 2.4.K.5</i> .

## 2.5 Acquirer Rights and Responsibilities

## 2.5.A Merchant Activity Monitoring Standards

An Acquirer must monitor its Merchant's activity as specified in this section.

#### 2.5.A.1 Activity Monitoring

An Acquirer must monitor the Chargeback-to-Interchange volume ratio of its Merchants and identify any Merchant that experiences **all** the following activity levels during any month:

- 100 or more Interchange Transactions
- 100 or more Chargebacks
- A 1.00% or higher ratio of overall Chargeback-to-Interchange volume

#### 2.5.A.2 Normal Weekly Activity Reporting

The Acquirer must, at a minimum, do **all** of the following:

- Retain at least the following weekly data:
  - Gross sales volume
  - Average Transaction amount
  - Number of Transaction Receipts
  - Average elapsed time between the Transaction Date of Transaction Receipt and the Acquirer's Processing Date (counting each as one day)
  - Number of Chargebacks
- Collect the data over a period of the month following the Merchant Outlet's initial Deposit
- Use the data to determine the Merchant Outlet's normal weekly activity of the specified categories
- Adjust the Merchant Outlet's normal weekly activity on a monthly basis, using the previous month's activity
- Compare current related data to the normal weekly activity parameters

#### 2.5.A.3 Exception Reports

Beginning with the Merchant Outlet Deposit activity processed on the 31st calendar day from the first Deposit, the Acquirer must generate unusual activity reports if either of the following occurs:

- Current weekly gross sales volume equals or exceeds \$5,000 and any of the following meets or exceeds 150 percent of the normal weekly activity:
  - Number of weekly Transaction Receipt Deposits
  - Gross amount of weekly Deposits
  - Average Transaction amount
  - Number of weekly Chargebacks
- Average elapsed time between the Transaction Date and the Acquirer's Processing Date for a Transaction (counting each as one day) exceeds 15 calendar days

2.5.A.4 Investigation of Merchant

2.5.A.4	Investigation of Merchant
2.5.A.4.a	An Acquirer must immediately investigate any Merchant exceeding the thresholds specified in Section 2.5.A.1. The Acquirer must ensure Merchant compliance with the <i>Visa U.S.A. Inc. Operating Regulations</i> and confirm the existence of risk control procedures by conducting:
	<ul> <li>A physical inspection of the Merchant Outlet</li> </ul>
	An audit of the Merchant Web Site, if applicable
2.5.A.4.b	The Acquirer must investigate any Merchant Outlet appearing on an unusual activity report, as specified in <i>Section 2.5.A.3</i> . When the investigation reveals Merchant involvement in illegal activity, the Acquirer must:
	<ul> <li>Take appropriate legal action to minimize losses</li> </ul>
	<ul> <li>Cooperate fully with Visa in any investigation</li> </ul>
	<ul> <li>Cooperate with Issuers and law enforcement agencies</li> </ul>
	<ul> <li>Attempt to make the Merchant responsible for the Transaction</li> </ul>
	Hold funds, if possible
	<ul> <li>Initiate criminal and civil proceedings against the Merchant, if applicable</li> </ul>
2.5.A.5	Merchant Diversification
2.5.A.5.a	An Acquirer must maintain the minimum level of Merchant diversification specified by Visa U.S.A.
2.5.A.5.b	Visa U.S.A. considers a Merchant trading under a single, common Trade Name as one Merchant for purposes of determining whether the Acquirer meets the diversification requirements.
2.5.A.6	Fines and Penalties
	An Acquirer that fails to comply with the requirements of Section 2.5.A.4 is subject to the fines and penalties specified in Section 1.7.D.
2.5.B	Acquirer Risk Program
	The Acquirer Risk Program increases an Acquirer's accountability for controlling its Agent relationships and enhances control mechanisms to mitigate risk to the Visa system.
2.5.B.1	Acquirer Policies
2.5.B.1.a	An Acquirer must implement an underwriting, monitoring, and control policy for its:
	Merchants
	VisaNet Processors
	Third Parties
2.5.B.1.b	The Acquirer must ensure that the policies specified in <i>Section 2.5.B.1.a</i> are approved by its board of directors. Visa U.S.A. may grant an exception to this requirement.

2.5.B.1.c	The Acquirer must provide the policies specified in <i>Section 2.5.B.1.a</i> to Visa U.S.A. upon request.
2.5.B.1.d	An Acquirer must implement a policy and procedures for reviewing solicitation materials used by its Agents.
2.5.B.2	Acquirer Compliance
	An Acquirer must comply with the requirements of the Acquirer Risk Program Standards document, available from Visa U.S.A. upon request.
2.5.B.3	Activity Monitoring and Reporting
2.5.B.3.a	An Acquirer must, at a minimum, monitor its Merchants in accordance with the Merchant activity monitoring standards, as specified in <i>Section 2.5.A</i> .
2.5.B.3.b	An Acquirer must:
	<ul> <li>Review and monitor the performance of each of its Third Party activity on a quarterly basis and</li> </ul>
	<ul> <li>Submit to Visa U.S.A. an enhanced quarterly Third Party report</li> </ul>
2.5.B.4	Acquirer Responsibility
	An Acquirer must:
	• Provide its Agents with the training and education, as specified by Visa U.S.A. and ensure that Agents are well versed on the Member's corporate policies and remain in compliance with those policies <b>and</b>
	<ul> <li>Hold and control reserves that are accumulated and derived from the Merchant settlement funds or used to guarantee a Merchant's payment system obligations to the Member</li> </ul>
2.5.B.5	Merchant Agreement Requirements
2.5.B.5.a	An Acquirer must:
	<ul> <li>Consent to the assignment and/or transfer of a Merchant Agreement to another Member</li> </ul>
	<ul> <li>Implement a policy and procedures for reviewing Merchant Agreements used by its Agents</li> </ul>
	<ul> <li>Ensure that all Merchant Agreements are approved by the Member prior to entering any Transaction into Interchange, as specified in Section 4.2.C</li> </ul>
	Stipulate a clause in the Merchant Agreement that:
	<ul> <li>Provides for the immediate termination of a Merchant for any significant circumstances that create harm or loss of goodwill to the Visa system</li> </ul>
	<ul> <li>Ensures that the Merchant acknowledges and understands the importance of compliance with Visa security requirements, such as those relating to Transaction information, storage, and disclosure</li> </ul>

2.5.B.5.b	An Acquirer must ensure that each Merchant Agreement includes a disclosure page
	that identifies the Member and its responsibilities, when an Agent is a party to the
	agreement, as specified in the Acquirer Risk Program Standards document.

2.5.B.5.c See Section 4.2.C for additional information about Merchant Agreement requirements.

### 2.5.C Acquirer Monitoring Program

The Acquirer Monitoring Program monitors an Acquirer's Fraud Activity level and notifies the Acquirer when the Fraud Activity level exceeds established thresholds.

#### 2.5.C.1 Acquirer Monitoring Program Advices

A program advice is sent to the Acquirer each month that Fraud Activity exceeds **all** of the following thresholds:

- 100 or more occurrences of Fraud Activity
- Fraud Activity amount exceeds \$50,000 per month
- Acquirer's Fraud Activity-to-sales ratio is two to three times the average U.S. Fraud Activity-to-sales ratio

#### 2.5.C.2 Acquirer Monitoring Program Alerts

A program Alert is sent to the Acquirer each month that Fraud Activity exceeds **all** of the following thresholds:

- 100 or more occurrences of Fraud Activity
- Fraud Activity amount exceeds \$50,000 per month
- Acquirer's Fraud Activity-to-sales ratio is three or more times the average U.S. Fraud Activity-to-sales ratio

#### 2.5.C.3 Acquirer Responsibilities

Following the receipt of an Acquirer Monitoring Program Alert, the Acquirer must immediately implement a remedial plan to reduce its Fraud Activity-to-sales ratio.

#### 2.5.C.4 Visa U.S.A. Rights

- 2.5.C.4.a Visa U.S.A. may impose any of the following conditions on Acquirers whose Fraud Activity-to-sales ratio is three or more times the average U.S. Fraud Activity-to-sales ratio for three consecutive months:
  - Onsite review by Visa
  - Required corrective actions
  - Suspension of the Acquirer program
  - Termination of membership
- 2.5.C.4.b If Visa determines that an onsite review is required, the Acquirer will be assessed a review fee of \$2,500, with a one-week minimum fee of \$17,500, as specified in *Section 1.7.D.8.c.*

#### 2.5.C.5 Workout Period

- 2.5.C.5.a Upon receipt of the third consecutive program Alert, the Acquirer will enter a 3-month Workout Period.
- 2.5.C.5.b Visa monitors the effectiveness of the remedial plan during the Workout Period.
- 2.5.C.6 Fines

Beginning the first month after the Workout Period, Visa assesses fines as specified in *Section 1.7.D.8*.

- 2.5.C.6.a Until the Acquirer's Fraud Activity-to-sales ratio remains below the program Alert thresholds for 3 consecutive months, a fine will be assessed each month the ratio exceeds the program Alert thresholds.
- **2.5.C.6.b** Fines begin at \$25,000 the first month and escalate in \$25,000 increments up to \$100,000 per month.

#### 2.5.D High-Risk Telemarketing Merchant Monitoring Standards

An Acquirer must monitor its High-Risk Telemarketing Merchants, which are required to be registered with Visa U.S.A. as specified in *Section 4.2.C.12*.

An Acquirer of a High-Risk Internet Payment Service Provider must:

- Register its High-Risk Sponsored Merchants as High-Risk Telemarketing Merchants, as specified in *Section 4.2.C.12* and
- Monitor its High-Risk Internet Payment Service Providers as specified in this section

#### 2.5.D.1 Normal Daily Activity Reporting

The Acquirer must do **all** of the following:

- Retain the following daily data:
  - Gross sales volume
  - Average Transaction amount
  - Number of Transactions
  - Average elapsed time between the Merchant Date of the Merchant Receipt and the Central Processing Date (counting each as one day)
  - Number of Chargebacks
- Collect the data over a period of at least 15 calendar days, beginning after each Merchant's initial Deposit
- Use the data to determine the Merchant's normal daily activity for each High-Risk Telemarketing Merchant category
- Begin daily monitoring of the Merchant's Deposit activity processed on the 15th calendar day from the first Deposit
- Compare current related data to the normal daily activity parameters at least daily
- Review and adjust the Merchant's normal daily activity at least weekly, using the previous week's activity

2.5.D.2 Unusual Activity

#### 2.5.D.2 Unusual Activity

The Acquirer must generate unusual activity reports daily, and report any unusual activity to Visa within 2 business days, if either of the following occurs:

- Current weekly gross sales volume equals or exceeds \$5,000 and any of the following exceeds 150 percent of the normal daily activity:
  - Number of daily Transaction Receipt Deposits
  - Gross amount of daily Deposits
  - Average Transaction amount
  - Number of daily Chargebacks
- Average elapsed time between the Transaction Date and the Acquirer's Processing Date for a Transaction (counting each as one day) exceeds 15 calendar days

#### 2.5.D.3 Investigation of Merchant

The Acquirer must investigate any Merchant appearing on an unusual activity report within one business day of generating the report. When the investigation reveals Merchant involvement in illegal or fraudulent activity, the Acquirer must:

- · Take appropriate legal action to minimize losses
- Cooperate fully with Visa in any investigation, and release all information relative to the Merchant upon request
- · Cooperate with Issuers and law enforcement agencies
- Attempt to make the Merchant responsible for the Transaction
- Hold funds, if possible
- Initiate criminal and civil proceedings against the Merchant, if applicable

#### 2.5.D.4 Acquirer Compliance

- **2.5.D.4.a** Visa will determine whether the Acquirer has met the High-Risk Telemarketing Merchant monitoring standards specified in *Section 2.5.D*.
- 2.5.D.4.b At the request of Visa, the Acquirer must provide the following to demonstrate compliance:
  - Copies of actual reports or records used to monitor the Merchant's Deposits and
  - Any other data requested by Visa

## 2.5.E Merchant Compliance

2.5.E.1 Revocation of Merchant Privilege
--

Visa may impose conditions on, or permanently prohibit a Merchant, Sponsored Merchant, or one of its principals from, participating in the Visa or Visa Electron Program for any reasons it deems appropriate, such as:

- Fraudulent activity
- Presenting Transaction Receipts that do not result from an act between the Cardholder and the Merchant (laundering)
- Entering into a Merchant Agreement under a new name with the intent to circumvent the provisions of *Section 2.2.D*
- Activity that causes the Acquirer to repeatedly violate the Visa U.S.A. Inc. Operating Regulations
- Any other activity that may result in undue economic hardship or damage to the goodwill of the Visa system

#### 2.5.E.2 Appeal

- **2.5.E.2.a** If an Acquirer believes that an imposed condition or a specific Merchant or Sponsored Merchant prohibition is unreasonable, the Acquirer may appeal to the Visa U.S.A. Board of Directors.
- **2.5.E.2.b** The Acquirer must prove in the appeal that the prohibition or imposed conditions are impractical or unwarranted.
- 2.5.E.2.c The decision of the Visa U.S.A. Board is final.

#### 2.5.E.3 Fine for Failure to Terminate Merchant Agreement

- 2.5.E.3.a After verifying that Visa has prohibited a Merchant from participating in the Visa or Visa Electron Program, the Acquirer must terminate the Merchant Agreement as soon as possible, but no later than the date specified by Visa.
- 2.5.E.3.b After verifying that Visa has prohibited a Sponsored Merchant from participating in the Visa or Visa Electron Program, an Acquirer must ensure that its Internet Payment Service Provider terminates the Sponsored Merchant agreement as soon as possible, but no later than the date specified by Visa.
- **2.5.E.3.c** Visa may contact the Merchant, Sponsored Merchant, or Internet Payment Service Provider directly, if warranted.
- **2.5.E.3.d** If the Acquirer has not terminated the Merchant Agreement by the date specified, Visa may assess a fine, as specified in *Section 1.7.D.2.b*.

2.5.E.4 Other Fines and Costs

#### 2.5.E.4 Other Fines and Costs

- 2.5.E.4.a Visa will assess a fine to an Acquirer that enters into a Merchant Agreement with a Merchant or known principals of a Merchant that Visa U.S.A. has prohibited from participating in the Visa or Visa Electron Program, as specified in *Section 1.7.D.2.a.*
- 2.5.E.4.b The Acquirer is also responsible for all costs incurred by Visa due to the Acquirer's failure to terminate a Merchant or a Sponsored Merchant as specified in *Section 2.5.E.* This includes attorneys' fees and costs of any legal action undertaken by Visa to protect the goodwill of the Visa system, or to prevent further harm to Members and Cardholders.

## 2.5.F Disclosure of Account or Visa Transaction Information

An Acquirer, in the event of the failure, including bankruptcy, insolvency, or other suspension of business operations, of one of its Merchants or any of its Merchants' agents or Third Parties, must ensure that the Merchant and/or its agent or Third Parties does not sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction Information to third parties.

The Acquirer must ensure that the Merchant and/or its agent or Third Party either:

- Returns this information to the Acquirer or
- · Provides acceptable proof of destruction of this information to the Acquirer

The Acquirer must include the disclosure of account or Visa Transaction Information prohibitions, as specified in *Section 2.5.F*, in its Merchant Agreement.

## 2.5.G Reporting of Lost or Stolen Cards

An Acquirer that receives a report of a lost or stolen Visa Card or Visa Electron Card must comply with *Section 2.3.D*.

#### 2.5.H Arrests

After careful investigation, an Issuer may request that the appropriate authorities arrest the holder of a Visa Card or Visa Electron Card for fraudulent use. If an arrest is made at the request of an Issuer, the Issuer must prosecute the individual and assume all financial liability.

## 2.6 Visa Rights and Responsibilities

#### 2.6.A Inspections

#### 2.6.A.1 Member's and Agent's Premises

Visa U.S.A. may inspect the premises of a Member or its Agents at any time to ensure compliance with the:

- Visa U.S.A. Inc. Operating Regulations and
- Visa International Card Manufacturing Program or Visa U.S.A. Card Personalization Certification Program standards, as applicable. The standards are available from Visa U.S.A. upon request.

#### 2.6.A.2 Merchant Outlets

Visa U.S.A. may investigate a Merchant Outlet at any time.

#### 2.6.A.3 High-Risk Telemarketing Merchants

- 2.6.A.3.a Upon suspicion of high-risk telemarketing activity, Visa U.S.A. may conduct an audit and on-site investigation of an Acquirer or the Merchant (when accompanied by the Acquirer) at any time.
- **2.6.A.3.b** The Acquirer must cooperate fully with Visa U.S.A. in any investigation and release all information relative to the Merchant upon request.

#### 2.6.A.4 Fees

Visa U.S.A. may assess a reasonable fee for an inspection.

#### 2.6.B Acquirer Risk Program

#### 2.6.B.1 Periodic Reviews

As determined by Visa U.S.A., a Visa U.S.A. approved entity may conduct a periodic review of the Acquirer's operations at any time to ensure compliance with the Acquirer Risk Program requirements, as specified in *Section 2.5.B*.

#### 2.6.B.2 Reporting

An Acquirer must provide a copy of the review report to Visa U.S.A. upon request.

#### 2.6.B.3 Acquirer Responsibilities

An Acquirer is responsible for the cost of the periodic review, as specified in *Section 2.6.B.1*.

2.6.C Card Manufacturer Certification

## 2.6.C Card Manufacturer Certification

#### 2.6.C.1 Certification

Visa U.S.A. will certify and register a Visa Card manufacturer that complies with *Section 2.4.B* and the *Security Standards for Vendors* as a Certified Manufacturer.

#### 2.6.C.2 Quality Control

- **2.6.C.2.a** Visa U.S.A. will monitor and inspect the security and quality control procedures of each Certified Manufacturer.
- **2.6.C.2.b** Visa U.S.A. may revoke Visa Card manufacturer certification if the Card manufacturer violates the terms and conditions of the Card Manufacturing Agreement.

#### 2.6.C.3 Responsibility to Issuer

Visa U.S.A. will supply, upon Issuer request, a list of:

- Certified Manufacturers and their certified Visa Card products and
- Most recent security inspection report of any Certified Manufacturer

## 2.6.D Notification of Loss or Theft of Account Information

Visa U.S.A. will utilize appropriate procedures to notify a Member of a loss or theft of personal information related to the Member's Visa account information, as required by applicable law.

#### 2.6.E Notification of Individual Lost or Stolen Cards

#### 2.6.E.1 Receipt of Report

Visa will, on behalf of Issuers, accept reports of lost or stolen Visa Cards or Visa Electron Cards from any Cardholder or his/her representative.

#### 2.6.E.2 Report Processing

Visa will both:

- Enter the Account Number of the lost or stolen Visa Card or Visa Electron Card on the Exception File
- Advise the Issuer of the Cardholder's report of a lost or stolen Visa Card or Visa Electron Card

## 2.6.F Recovered Cards

If Visa U.S.A. receives a recovered Visa Card or Visa Electron Card, it will:

- Return it to the Issuer and
- Send the supporting documentation to the Acquirer

## 2.7 Counterfeit, Mis-embossed, or Mis-encoded Cards

## 2.7.A Counterfeit Card Transactions

If a Member discovers Counterfeit Card activity, the Member must immediately report the Account Number to the Visa U.S.A. Security Department.

Refer to the Visa International Operating Regulations, Volume I—General Rules, Chapter 2, "Risk Management," for Counterfeit Card activity requirements.

## 2.7.B Responsibility for Mis-embossed or Mis-encoded Visa Cards

Visa U.S.A. assigns liability for payment of Transaction Receipts resulting from the use of Mis-embossed or Mis-encoded Visa Cards based on the following priorities in the order shown:

- Member or foreign licensee that appears on the Mis-embossed or Mis-encoded Card as its Issuer, if the Card has been recovered
- Member or foreign licensee whose BIN appears on the Transaction Receipt if the Mis-embossed or Mis-encoded Card has not been recovered or if the name of the Member or foreign licensee does not appear on the Card
- Member or foreign licensee that first received the Transaction Receipt. If the Mis-embossed or Mis-encoded Card is recovered within 12 months of the Transaction Date, the Member or licensee may transfer liability for the Transaction Receipt to the Member or foreign licensee appearing on the Mis-embossed or Mis-encoded Card as its Issuer.

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## 3.1 Introduction

This chapter specifies Issuer requirements for Card issuance and payment services, as well as Visa service requirements.

## 3.2 General Requirements

#### 3.2.A.2 Chip Card Requirements

A Chip Card Issuer must ensure that:

- A Visa Payment Application when present on the Chip must have the same Account Number reflected in the Magnetic Stripe and embossed on the Card
- When multiple Visa Payment Applications are present on the same Chip, the Account Number identified in the Magnetic Stripe and displayed on the Card must be the same as the Account Number for the designated primary Visa Payment Application contained in the Chip

#### 3.2.A.3 Contactless Payment Chip Requirements

- 3.2.A.3.a A Contactless Payment Issuer must either use a generic identifier or leave blank the Cardholder name field on the Contactless Payment chip embedded in the Visa Contactless Payment Card or the Visa Micro Tag, as specified in *Section 10A.3.A.1* and the *Visa Contactless Payment Program Technical Implementation Guide*.
- **3.2.A.3.b** The requirement in *Section 3.2.A.3.a* does not apply to the data contained in the Magnetic Stripe of a Contactless Payment Card.

## 3.2.B Expiration Date Standards

The expiration date when encoded on the Magnetic Stripe and/or Chip, and/or a Contactless Card, or embossed on a Visa Card, must comply with the following, as applicable:

- Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)
- Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online
- Visa International Operating Regulations, Volume I—General Rules, Chapter 10, "Card and Marks Requirements"
- Payment Technology Standards Manual
- Visa U.S.A. Contactless Payment Program Member Implementation Guide (for Visa Contactless Cards)

3.2.B.1 Issuer Requirements

3.2.B.1	Issuer Requirements
3.2.B.1.a	Except as noted in this section, the expiration date encoded on the Magnetic Stripe and/or Chip and embossed or printed on a Visa Card, or printed on a Visa Mini Card must <b>not</b> exceed X years from the date of issuance.
3.2.B.1.b	The expiration date encoded on the Magnetic Stripe or Chip (when used) and embossed on a Visa Prepaid Card must <b>not</b> exceed X years from the date of issuance.
3.2.B.1.c	The expiration date on a Visa Mini Card with Contactless functionality or a full-size Visa Contactless Card must be the same as the expiration date encoded on the Magnetic Stripe and printed or displayed on the corresponding full-size Visa Card.
3.2.B.1.d	For a Visa Micro Tag, the expiration date may be earlier, but no later, than the expiration date on the corresponding full-size Visa Card.
3.2.B.1.e	The expiration date on an instant issue Consumer Visa Check Card or a Visa Consumer Credit Card must not exceed X years from the date of issuance.
3.2.B.1.f	The expiration date on a Visa Card, or a Card bearing the Plus Symbol, must not be later than the expiration date of the Issuer's Public Key, or any security feature using an expiration date in a Chip, if the Card contains a Chip.
3.2.B.1.g	The expiration date contained in the Chip must be the same as the expiration date encoded in the Magnetic Stripe and displayed, printed, or laser-engraved on the Card.
3.2.B.1.h	The expiration date of proprietary services on a Chip Card must not exceed the Visa Payment Application expiration date.

#### 3.2.C Card Issuance

#### 3.2.C.1 General Requirements

- 3.2.C.1.a An Issuer must **not**:
  - Position the Card as something other than a Visa Card
  - Position its Trade Name or Mark as adding superior acceptability of the Card at the Point-of-Transaction
  - Designate or design any of its Visa Cards, whether through the use of a Trade Name, Mark, numbering scheme, code on the Magnetic Stripe or Chip, or any other device or means, in order to:
    - Permit exclusive or preferential acceptance of any of its Visa Cards by any Merchant or any Affiliated-merchant that is affiliated with the Member, **or**
    - Allow any Transaction involving use of these Cards to be treated as anything other than a Visa Transaction, except as specified in *Section 6.2.A.6*
  - Allow a Visa Card, that is used primarily to access a line of credit, to participate in any PIN-based debit program, unless the participation is for ATM access only

3.2.C.1.b	An Issuer must refer to its Visa Card as a "Visa Card" in all communications regarding its program, including solicitations, advertising, and promotions.
3.2.C.1.c	The Issuer must prominently identify itself by its principal name and city, and may substitute the local Branch name and city, if desired, on all supplies, materials (including broadcast), and oral or written solicitations sent to current or prospective Cardholders. The Issuer must <b>not</b> state or imply in these materials that:
	<ul> <li>Any other Member's Cards are being replaced, are invalid, or should be destroyed or</li> </ul>
	<ul> <li>Visa provided or endorsed these materials unless Visa designed them for Member use</li> </ul>
3.2.C.1.d	When an Issuer replaces a Merchant's credit card with a Card, due to a portfolio purchase, the Issuer must inform the Cardholder of the name of that Merchant whose card is being replaced as well as the Issuer's name and city.
3.2.C.1.f	If a Member converts its Card program from one Visa category to another (e.g., Visa Credit Cards to Visa Debit Cards), it must comply with the unique BIN requirements of the Visa category to which the program is converted as specified in these Operating Regulations on the date of the Card program conversion.
3.2.C.2	Card Design
3.2.C.2.a	The Card design must comply with the requirements specified in the following, as applicable:
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
	<ul> <li>Chapter 10, "Card &amp; Marks Specifications (Effective through June 30, 2011)" (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Chapter 10A, "Visa Brand Mark &amp; Card Standards" (for Cards bearing the Visa Brand Mark)</li> </ul>
3.2.C.2.b	Unembossed Visa Cards (Effective May 16, 2008)
	In addition to the requirements specified in <i>Section 3.2.C.2.a</i> , an Issuer of unembossed Visa Cards must comply with all of the following:
	<ul> <li>Only issue unembossed Visa Cards for the following products:</li> </ul>
	- Visa Consumer Credit Cards
	- Consumer Visa Check Cards
	- Visa Business Check Cards
	Encode the Magnetic Stripe of an unembossed Visa Card with any valid Service Code

**Adhesive Material** 

3.2.C.3 Adhesive Material

3.2.C.3

3.2.C.3.a	An Issuer must ensure that no adhesive material is affixed to either side of a Visa Card unless it is integral to the manufacture of the Card.
3.2.C.3.b	The Issuer may affix a Card activation sticker to the front or back of its Cards if the sticker does not interfere with any other security features of the Card.
3.2.C.3.c	The Card Activation sticker or other material enclosed with the Card mailer must:
	<ul> <li>Provide a telephone number for the Cardholder to call to activate the Card and instruct the Cardholder to contact the Issuer upon receipt of the Card to activate the Card and remove the sticker from the Card once activation has occurred or</li> </ul>
	<ul> <li>For Visa Check Cards that are activated by the Cardholder at a PIN-based Terminal, instruct the Cardholder to remove the sticker from the Card prior to activation</li> </ul>
3.2.D	Applications
3.2.D.1	General Requirements
3.2.D.1.a	An Issuer or Agent that charges an application processing fee for a Visa Card must:
	<ul> <li>Disclose that the fee is for processing the application and is in addition to Cardholder fees or charges payable if the Visa Card is issued, and</li> </ul>
	<ul> <li>Provide the disclosure in a way that allows the Cardholder to avoid the fee if he/ she does not want to pursue the application</li> </ul>
3.2.D.1.b	The Issuer or its Agent must <b>not</b> :
	<ul> <li>Charge a fee for providing an application to a potential Cardholder</li> </ul>
	<ul> <li>Use a "900" area code, "976" telephone exchange, or any similar telephone number, to charge a fee for inquiries about obtaining a Visa Card</li> </ul>
3.2.D.1.c	An Issuer must issue a Visa Card to any prospective Cardholder who has:
	<ul> <li>Requested the Card on the application and</li> </ul>
	<ul> <li>Met all application and Card issuance requirements</li> </ul>
3.2.E	Automated Clearing House Access to Funds on Deposit
3.2.E.1	General Requirements
3.2.E.1.a	An Issuer must <b>not</b> issue or reissue a Visa Card that accesses Cardholder funds on deposit at an organization other than the Issuer's, unless it:
	<ul> <li>Receives prior written consent from the organization where the funds are deposited and</li> </ul>
	<ul> <li>Completes automated clearinghouse notification requirements</li> </ul>

Monthly periodic payments are excluded from this prohibition. 3.2.E.1.b

## 3.2.F Promotional Processing Requirements

### 3.2.F.1 General Requirements

- 3.2.F.1.a An Issuer must provide Cardholder data to Visa U.S.A. for purposes of awarding prizes in conjunction with promotional activities conducted by Visa U.S.A., unless prohibited by applicable law.
- 3.2.F.1.b An Issuer that is prohibited by applicable law from disclosing Cardholder data must:
  - Assist Visa U.S.A. as follows:
    - Notify the Issuer's Cardholder that he/she has been awarded a prize and
    - Obtain the necessary documentation from the Cardholder
  - Comply with all requirements specified by Visa U.S.A.
  - Ensure that any prize is awarded directly to the Cardholder

## 3.2.G Cardholder Notification and Disclosure Requirements

## 3.2.G.1 Cardholder Signature Requirements

When it issues or reissues a Card, the Issuer must:

- Advise the Cardholder to immediately sign the signature panel on the back of the Card and
- Indicate that the Card must be signed in order to be valid

### 3.2.G.2 Disclosure of Cardholder Personal Data

- 3.2.G.2.a An Issuer must:
  - Disclose in its Cardholder agreement that it may provide Cardholder personal data to Visa U.S.A., its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services, and
  - · Require that the Cardholder consent to the release of this information

### 3.2.G.3 Cardholder Assistance Service

- 3.2.G.3.a An Issuer must provide a toll-free telephone number where a Cardholder of one of the following products may obtain assistance 24 hours a day, 7 days a week while traveling:
  - Visa Signature
  - Visa Signature Preferred
  - Commercial Visa Products

# **3.2.G.3.b** The Issuer must communicate one of the following toll-free telephone numbers to each Cardholder at least once a year:

- · Visa Customer Care Services telephone, telex, or fax number or
- Issuer's own or its agent's assistance center telephone, telex, or fax number

**3.2.G.3.c** The telephone number must be printed on either the back of the Card, on a wallet card, or other material furnished to the Cardholder.

#### 3.2.G.4 Insurance Program Disclosure Requirements and Payment of Insurance Claims

- 3.2.G.4.a
- A Visa Product Issuer that offers any Visa insurance program must:
- Provide disclosure and disclaimer information to Cardholders as specified in implementation materials and subsequent communications available from Visa, as follows:
  - Send a paper copy of the insurance certificate or other disclosure of terms, conditions, and exclusions to each Visa Cardholder upon initial issuance of a Card, and for existing Cardholders 30 days prior to any material change in benefit coverage, conditions, or exclusions (except as specified for discontinuance of coverage as noted in *Section 3.2.G.4.a*), or if new insurance benefits are added, unless more frequent disclosure is required by applicable law
  - If an Issuer discontinues one or more insurance benefits, send each Cardholder a paper-based termination notice via statement insert, statement message, or direct mail communication no later than 60 days prior to the effective date of the change. In addition, prior to sending a termination notice to Cardholders, the Issuer must obtain written approval from Visa for the proposed content of such notice
  - If an Issuer adds insurance benefits, fully disclose the new insurance benefit information, administrator's phone number, and other pertinent information to each Visa Cardholder
  - If an Issuer discontinues insurance benefits provided by Visa and elects to provide such benefits through an alternate provider, it must fully disclose the new insurance benefit information, administrator's phone number, and other pertinent information to each Visa Cardholder
  - Inform Cardholders that in order to receive Insurance benefits, their beneficiaries must prove that the Cardholder purchased the product or service with a Visa Card
- Maintain accurate records documenting the fact that the Issuer sent a copy of the insurance certificate or other disclosure of terms, conditions, and exclusions to each enrolled Visa Cardholder

3.2.G.4.b The Issuer must pay for any valid insurance claim if the:

- Issuer did not maintain coverage or
- Insurance carrier would have been responsible but failed to pay a valid claim due to insolvency, bankruptcy, or other financial inability to meet its policy obligations

3.2.G.4.c	The Issuer must defend and pay for any insurance claim if the Cardholder files a claim
	based on an insurance certificate or other disclosure of terms, conditions, and
	exclusions and the:

- Issuer failed to send, or cannot provide documentation of fulfilling its obligation to send disclosure and disclaimer information to the Visa Cardholder advising the Cardholder that such coverage was no longer available or
- Issuer misrepresented the actual terms of the coverage underwritten, misstated the type or scope of coverage offered by the Issuer, or altered the insurance coverage description without written approval of Visa, and such misrepresentation, misstatement, or alteration results in an obligation or claim to pay a claim that was not otherwise covered

#### 3.2.G.5 Upgraded Features and Services Disclosure

An Issuer must disclose to its Cardholders, in a timely manner, about upgraded features and services when a Cardholder converts from one Card program to another (e.g., Visa Traditional to Visa Signature). The Issuer is responsible for any liability that arises from the timing of the disclosure.

### 3.2.G.6 Exchange Rate Disclosure

- 3.2.G.6.a An Issuer must disclose to each of its Cardholders in writing that the exchange rate between the Transaction Currency and the Billing Currency used for processing International Transactions is:
  - A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, **or**
  - The government-mandated rate in effect for the applicable Central Processing Date

in each instance, plus or minus any adjustment determined by the Issuer.

3.2.G.6.b An Issuer must disclose to each of its Cardholders in writing any fees that may be charged to the Cardholder for processing an International Transaction or when currency conversion occurs.

### 3.2.G.7 Illegal Activity

An Issuer must disclose in its Cardholder agreement that a Visa Card may not be used for any illegal Transaction.

## 3.2.H Cardholder Solicitations

An Issuer must **not** state or infer in any correspondence, supplies, materials, and/or oral solicitations directed to Cardholders or prospective Cardholders that any other Member's cards are being replaced, are invalid, or should be destroyed.

## 3.2.I Data Retention

An Issuer that receives enriched data with any of the following Transactions, as specified in *VisaNet Clearing Message Content Standards (Exhibit NN)*, must comply with the requirements specified in this section:

- CPS/Hotel and Car Rental Card Present
- CPS/Hotel and Car Rental Card Not Present
- CPS/e-Commerce Preferred Hotel and Car Rental
- A Transaction that includes Airline itinerary data

For Transactions specified in Section 3.2.1, an Issuer must either:

- Print the data on the Cardholder statement or
- Retain the data for a minimum of X calendar days from the Transaction Date

## 3.2.J Disclosure of Visa Transaction Information

### 3.2.J.1 General Requirements

- **3.2.J.1.a** An Issuer may only disclose Visa Transaction Information to third parties approved by Visa, for the sole purpose of:
  - Supporting a loyalty program
  - · Providing fraud control services
- **3.2.J.1.b** Procedures for approval of third parties are available from Visa U.S.A. Risk Management upon request.
- **3.2.J.1.c** A third party that supports a loyalty program or provides fraud control services, as specified in *Section 3.2.J.1.a*, must comply with the requirements of the Cardholder Information Security Program, as specified in *Section 2.2.R*.
- **3.2.J.1.d** An Issuer that discloses, or allows its Agents to disclose, Visa Transaction Information to a third party that has not demonstrated its compliance with the Cardholder Information Security Program, is subject to the fines and penalties specified in *Section 1.7.D.27*.

## 3.2.K Limitation of Cardholder Liability<sup>1</sup>

### 3.2.K.1 General Requirements

- A Member that issues Visa Consumer Cards must comply with this section.
- **3.2.K.1.a** Upon receipt of notification from its Cardholder of unauthorized Visa Transactions, an Issuer must limit the Cardholder's liability for those Transactions to \$0.

<sup>&</sup>lt;sup>1</sup> Not applicable for ATM Cash Disbursements.

**3.2.K.1.b** An Issuer may increase the limit of the Cardholder's liability for unauthorized Visa Transactions only if the Issuer reasonably determines, based on substantial evidence, that the Cardholder was grossly negligent or fraudulent in the handling of the account or the Card.

## 3.2.L Real-Time Clearing (Effective October 4, 2008)

For a Real-Time Clearing Transaction, an Issuer must release any hold on available funds in its Cardholder's account as a result of an approved Authorization request:

- Upon receipt of the Completion Message
- Upon expiration of the time limit for completion specified in the preauthorization request if a Completion Message has not been received by that time

## 3.2.M Marketing Materials

### 3.2.M.1 General

- 3.2.M.1.a An Issuer must submit all marketing materials or other customer communications pertaining to any of the core and optional services to Visa U.S.A. for written approval prior to distribution.
- 3.2.M.1.b These materials must comply with the requirements specified in the implementation materials available from Visa, unless the Member has received prior written approval from Visa.

### 3.2.M.2 Telephone Listings

A Member that lists a telephone number in a telephone directory for the purpose of receiving Cardholder inquiries must insert at least the following listing:

"Visa Card Center-(Name of Member)"

## 3.2.N Right to Audit

Visa U.S.A. may audit the records and procedures of any Issuer.

## 3.3 Issuer Programs

## 3.3.A Anti-Money Laundering Program

An Issuer must comply with the Anti-Money Laundering Program requirements, as specified in *Section 1.3*.

## 3.3.B Visa Mini Card Program

This section specifies requirements for Issuer participation in the Visa Mini Card Program.

3.3.B.1 Participation Requirements

## 3.3.B.1 Participation Requirements

With the prior written consent of Visa U.S.A., a Member may issue Visa Mini Cards provided the Member meets the requirements specified in the *Visa U.S.A. Inc. Operating Regulations* and the *Visa Mini Card Design and Branding Guide for the United States.* Except when specifically stated to the contrary, all other Operating Regulations apply without modification.

### 3.3.B.2 Issuance Requirements

- **3.3.B.2.a** Except as stated otherwise in *Section 10.3.B.3*, a Visa Mini Card may be issued only in the United States and only if the Cardholder:
  - Already possesses a corresponding full-sized Visa Card or
  - Is issued a corresponding full-sized Card contemporaneously with the issuance of the Visa Mini Card
- **3.3.B.2.b** A Visa Mini Card Issuer must ensure that the Visa Mini Card and the corresponding full-sized Card are the same Visa product type and offer the same benefits.

### 3.3.B.3 Cardholder Notification Requirements

Prior to or at the time of issuance, a Visa Mini Card Issuer must provide written notification, approved by Visa, that informs the Cardholder of potential usage restrictions, including the inability to use the Visa Mini Card at Cardholder Activated Terminals where card insertion is required, such as an ATM or an Automated Fuel Dispenser.

## 3.3.C Visa Contactless Payment Program

### 3.3.C.1 Participation

An Issuer that participates in the optional Visa Contactless Payment Program, must comply with issuance, operating, and processing requirements specified in **all** of the following:

- Visa U.S.A. Contactless Payment Program Member Implementation Guide
- Visa U.S.A. Contactless Payment Program Technical Implementation Guide
- Visa U.S.A. Contactless Payment Program Member Testing and Certification Guide
- Contactless Indicator Guidelines for Cards
- Visa Micro Tag Design and Branding Guide
- Contactless Indicator and Contactless Symbol Reproduction and Applications Guide
- Appropriate VisaNet User's Manual, including Proximity Payment processing requirements, which are also applicable to Contactless Payment Transactions

#### 3.3.C.2 Application Transaction Counter Monitoring

An Issuer must validate the Application Transaction Counter on each of its Cards with contactless payment capability during the Authorization process for a Contactless Payment Transaction.

#### 3.3.C.3 Visa Contactless Products

- 3.3.C.3.a With prior written consent of Visa U.S.A., an Issuer participating in the Visa Contactless Payment Program may issue Contactless Cards in any of the following forms:
  - A full-sized Visa Card
  - A Visa Mini Card
  - A Visa Micro Tag
- 3.3.C.3.b Except when specifically stated to the contrary, all other Operating Regulations apply to Visa Contactless products.

## 3.3.C.4 Cardholder Notification

Prior to, or at the time of issuance, a Visa Contactless Issuer must provide written notification, approved by Visa, that informs the Cardholder of potential usage restrictions associated with Visa Contactless devices, including but not limited to:

- The inability to use the Visa Contactless device at Cardholder-Activated Terminals such as ATMs or Automated Fuel Dispensers, where card insertion is required
- Any daily Transaction dollar limit implemented by the Issuer in connection with the Visa Micro Tag, if applicable

#### 3.3.C.5 Customer Service Telephone Number

An Issuer participating in the Contactless Payment Program must print a toll-free customer service telephone number on the back of a Visa Contactless Card, with the exception of the Visa Micro Tag.

#### 3.3.C.6 Visa Contactless Mini Card Issuance Requirements

A Visa Contactless Mini Card Issuer must:

- Comply with the Visa Mini Card program requirements as specified in Section 3.3.B
- Comply with the Visa Mini Card design requirements specified in Section 10A.4.F.4

## 3.3.C.7 Visa Micro Tag Issuance Requirements

- A Visa Micro Tag may be issued if the Cardholder:
  - Already possesses a corresponding full-size Card or
  - Is issued a corresponding full-size Card contemporaneously with the issuance of the Visa Micro Tag

# **3.3.C.7.b** A Visa Contactless Issuer must ensure that the Visa Micro Tag and the corresponding full-size Card are the same Visa product type and offer the same benefits.

3.3.C.7.a

## 3.3.D Visa Extras Program

This section specifies requirements for Issuer participation in the Visa Extras Program.

## 3.3.D.1 Overview

The Visa Extras Program is a Points-based loyalty program that enables participating Cardholders to earn Points toward rewards consisting of goods or services based on their eligible Visa purchase Transactions. Issuers must comply with program participation and operating requirements as specified in:

- The Visa Extras Service Description and
- Section 3.3.D

## 3.3.E Visa Loyalty Platform Services

This section specifies requirements for Issuers that participate in the optional Visa Loyalty Platform Services.

## 3.3.E.1 Overview

The Visa Loyalty Platform Services provides rewards and loyalty services that enable Issuers to enhance their proprietary loyalty programs.

## 3.3.E.2 General Requirements

A participating Issuer must comply with operating requirements and applicable branding requirements, as detailed in the *Visa Loyalty Platform Services - Service Description*.

## 3.3.F Secured Card Programs

## 3.3.F.1 Notification Requirements

**3.3.F.1.a** An Issuer that accepts a cash deposit as security for issuance of a Visa Card must notify Visa U.S.A. in writing within 30 calendar days of any secured Visa Card program with 500 or more Cards, at the following address:

Visa U.S.A. Inc. Franchise Management Mail Stop M3-4G P.O. Box 8999 San Francisco, CA 94128-8999

## **3.3.F.1.b** The Issuer must include **all** of the following in the notification:

- Program start date
- Projected number of secured Visa Cards at the end of the first year of the program
- Identity the role of any nonmember Agents that support the program

## 3.3.F.2 Security Deposit Requirements

- **3.3.F.2.a** The Issuer must hold any cash security deposit in a federally insured account in the name of the Cardholder.
- 3.3.F.2.b The Issuer must **not** assign an interest in a security deposit to any Third Party.

## 3.3.G Visa Affinity Card Program

This section governs the requirements for Issuer participation in the Affinity Card program.

## 3.3.G.1 Participation Requirements

With the prior written consent of Visa U.S.A., a Member may issue Affinity Cards as specified in the Visa U.S.A. Inc. Operating Regulations and Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, provided the Member meets the additional requirements of Section 3.4. Except as specifically stated to the contrary, all other Operating Regulations apply to Affinity Cards, without modification.

## 3.3.G.2 Card Issuance Requirements

- **3.3.G.2.a** A Member may issue an Affinity Card **only** to a resident of the United States of America.
- **3.3.G.2.b** A Visa Affinity Card Issuer must refer to the Affinity Card as a "Visa Card" in all communications regarding its Visa Affinity Card program.
- 3.3.G.2.c A Visa Affinity Card Issuer must **not**:
  - Position the Affinity Card as something other than a Visa Card
  - Position its Trade Name **or** Mark as adding superior acceptability of the Card at the Point-of-Transaction
  - Designate or design any of its Affinity Cards, whether through the use of a Trade Name, Mark, numbering scheme, code on the Magnetic Stripe, or any other device or means, in order to:
    - Permit exclusive or preferential acceptance of any of its Affinity Cards by any Merchant or any Affiliated-merchant that is affiliated with the Member, **or**
    - Allow any Transaction involving use of these Cards to be treated as other than a Visa Transaction for all purposes, except as specified in *Section 6.2.A.6*
  - Allow its Affinity Cards to be used to debit any credit, charge, or asset account other than the Visa account maintained by the Issuer in connection with the Affinity Card, when that Affinity Card is presented to a Visa Merchant

## 3.3.G.3 Card Design

The Visa Affinity Card design must comply with the following, as applicable:

- Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)
- *Visa Product Brand Standards* (for Cards bearing the Visa Brand Mark), available through Visa Online
- Chapter 10, "Card & Marks Specifications (Effective through June 30, 2011)" (for Cards bearing the Visa Flag Symbol)
- Chapter 10A, "Visa Brand Mark & Card Standards" (for Cards bearing the Visa Brand Mark)

3.3.G.4 Ownership and Control of the Affinity Card Program

3.3.G.4	Ownership and Control of the Affinity Card Program
3.3.G.4.a	The Issuer must own and control the Affinity Card program. The Affinity Partner must <b>not</b> directly or indirectly own, control, or exercise controlling influence over the Affinity Card program.
3.3.G.4.b	A Member must ensure that the Issuer, <b>not</b> the Affinity Partner, is portrayed as the owner of the Affinity Card program.
3.3.G.5	Determination of Ownership
3.3.G.5.a	Upon Visa U.S.A. request, a Member must submit the following to Visa U.S.A. to determine compliance with <i>Section 3.3.G.4.a</i> :
	<ul> <li>Any and all contracts with the Affinity Partner and</li> </ul>
	<ul> <li>Any other documentation relative to the Affinity Card program</li> </ul>
3.3.G.5.b	Visa U.S.A. may determine whether the Affinity Card program is owned and controlled by the Member. The decision is based on the Issuer's entire relationship with the Affinity Partner, including but not limited to the following:
	Whether the Issuer:
	<ul> <li>Establishes program management policies, such as setting credit criteria and making Cardholder credit decisions</li> </ul>
	- Is at risk as the owner of the program
	- Actively ensures that its policies and guidelines are implemented
	<ul> <li>Issuer's role in setting fees and rates for Affinity Card program products and services</li> </ul>
	Whether all or part of the receivables are financed with the Affinity Partner
	<ul> <li>Degree to which the Issuer, <b>not</b> the Affinity Partner, is portrayed as the owner of the Affinity Card program</li> </ul>
	<ul> <li>Extent to which the Issuer provides all or part of the program operations, such as customer service and collections</li> </ul>

# 3.4 Visa Consumer Credit Card Program Requirements

This section applies to Issuers of Visa Consumer Credit Products.

## 3.4.A General Consumer Credit Card Issuer Requirements

This section applies to all Visa Consumer Credit Card Issuers.

## 3.4.A.1 Certification

A Visa Consumer Credit Card Issuer must comply with the requirements specified in the *Visa Enhancements Resource Guide*.

## 3.4.A.2 Core Services

3.4.A.2.a	A Visa Consumer Credit Card Issuer must provide the following core services, as
	specified in Section 3.15 and the Visa Enhancements Resource Guide:

- Auto Rental Insurance
- Lost/Stolen Card Service
- Emergency Card Replacement
- Emergency Cash Disbursement
- Cardholder Inquiry Service

# 3.4.A.2.b A Visa Consumer Credit Card Issuer must **not** routinely deny requests for Emergency Replacement Cards. The Issuer must:

- Consider each request in good faith and
- Comply with the Authorization parameters and credit criteria applicable to all Transactions

## 3.4.B Visa Traditional Rewards Card Issuers

#### 3.4.B.1 General

- **3.4.B.1.a** A Visa Traditional Rewards Card enables Cardholders to earn Rewards Currency, based on their Qualifying Purchases, redeemable for rewards consisting of:
  - Cash-equivalent items (i.e., cash, gift cards, gift certificates, or statement credit) or
  - Air travel
- **3.4.B.1.b** A Visa Traditional Issuer may, at its option, and with prior approval from Visa, issue a Visa Traditional Rewards Card if it meets the requirements specified in *Section 3.4.B.*
- **3.4.B.1.c** Visa, the Issuer, or a third party may administer the Rewards Currency requirements including, but not limited to, aggregation, redemption, expiration, statements and valuation disclosure.
- 3.4.B.1.d Visa may impose conditions on Issuer participation at any time.

### 3.4.B.2 Rewards Participation Requirements

- 3.4.B.2.a An Issuer must register the rewards program with Visa U.S.A. and meet the Visa Traditional Rewards requirements by the dates specified in the Visa Traditional Rewards Product Registration Toolkit available through Visa Online.
- 3.4.B.2.e A Visa Traditional Rewards Issuer must comply with Visa Traditional product requirements including, but not limited to, core service requirements outlined in the Visa Enhancements Resource Guide.

3.4.B.3

3.4.B.3 Visa Incentive Network Participation Requirements

	To participate in the Visa Incentive Network, an Issuer must:
	<ul> <li>Register with Visa U.S.A. by completing the Visa Incentive Network Participation Agreement included in either the Visa Traditional Rewards Product Registration Toolkit or the Visa Signature Product Rewards Registration Toolkit</li> </ul>
	Complete the registration within the time frames specified in the respective toolkits
	<ul> <li>Provide the Cardholder Maintenance File to Visa on an ongoing basis, as specified in the Visa Incentive Network Member Implementation Guide, for all Visa Traditional Rewards, Visa Signature, and Visa Signature Preferred accounts</li> </ul>
	<ul> <li>Review the Visa Incentive Network promotional calendar posted on Visa Online regularly to identify and resolve any promotional conflicts as they arise for each announced promotion</li> </ul>
	<ul> <li>Ensure compliance with applicable federal and state privacy laws, co-branding obligations, and Cardholder privacy agreements to prevent conflict or violation of any existing contracts</li> </ul>
	Comply with all the requirements specified in the Visa Incentive Network Member Implementation Guide
3.4.B.4	BIN Requirements
3.4.B.4.a	An Issuer must identify Visa Traditional Rewards Account Numbers and distinguish them from other Visa Traditional (non-rewards) Account Numbers by using one of the following classification levels, as specified in the <i>VisaNet User's Manual</i> :
	• BIN
	Account Range Definition (ARDEF)
	Card Account Number
3.4.B.4.b	An Issuer must submit to Visa a completed registration package which is outlined in the Visa Traditional Rewards Product Registration Toolkit for approval, in addition to the BIN License Agreement, in order to request the required classification.
3.4.B.5	Rewards Currency Value Requirements
3.4.B.5.a	A participating Issuer must:
	<ul> <li>Define the Rewards Currency it intends to offer its Cardholders</li> </ul>
	<ul> <li>Accrue Rewards Currency to the benefit of its Cardholder for every Qualifying Purchase Transaction</li> </ul>
	<ul> <li>Ensure that the approximate retail value of service and merchandise rewards offered to the Cardholders and the Rewards Currency required to redeem such options is comparable to the value the Cardholder would receive by selecting</li> </ul>

**Visa Incentive Network Participation Requirements** 

cash-equivalent rewards

3.4.B.7	Rewards Currency Aggregation, Redemption, and Expiration Requirements
3.4.B.7.a	A participating Issuer:
	<ul> <li>Must offer participating Cardholders Rewards Currency options as required by Visa</li> </ul>
	<ul> <li>May withhold Rewards Currency accumulation or redemption, or revoke currency previously accumulated, if the account is no longer in good standing</li> </ul>
	<ul> <li>May stipulate that the expiration of frequent flyer miles after transfer to an Airline's frequent flyer program is subject to the Airline's frequent flyer program rules</li> </ul>
3.4.B.8	Cardholder Notification and Disclosure Requirements
3.4.B.8.a	A participating Issuer must:
	<ul> <li>Provide complete and accurate disclosure of all Visa Traditional Rewards Card terms and conditions, including, but not limited to, Rewards Currency, Rewards Currency accrual, expiration and maximum cap, point redemption, costs, fees (if any), an explanation of Qualifying Purchase Transactions, and all other material terms and conditions upon Cardholder enrollment in the program, and as required by applicable laws and regulations</li> </ul>
	<ul> <li>Notify the Cardholder of any material changes to the program terms and conditions prior to the revision effective date</li> </ul>
	<ul> <li>Ensure the accuracy of any information that it or its Agent provides to its Cardholders</li> </ul>
3.4.B.8.b	The Issuer must communicate, in writing, the value of the Rewards Currency to its Cardholders, annually or more frequently as required by applicable laws and regulations. The communication must, at minimum, include the following information about the Rewards Currency:
	Amount earned
	Amount redeemed
	Balance remaining
3.4.B.9	Right to Audit
	Visa U.S.A., or a third party designated by Visa, may audit the records and procedures of any Issuer at any time to ensure that the Visa Traditional Rewards product criteria are met. An Issuer must bear any internal administrative costs associated with such an audit.

3.4.B.10 Penalties for Non-Compliance

## 3.4.B.10 Penalties for Non-Compliance

An Issuer that fails to comply with the Visa Traditional Rewards product requirements or fails to maintain operational compliance with the terms and conditions specified in these Operating Regulations may be subject to fines as specified in *Section 1.7*. Failure to comply with the terms of the rewards program will disqualify the Issuer from receiving the Visa Traditional Rewards Interchange Reimbursement Fee.

## 3.4.C Visa Signature Card Issuers

In addition to the requirements specified in *Section 3.4.A*, a Visa Signature Issuer must comply with this section.

## 3.4.C.1 BIN

A Visa Signature Issuer that supports:

- Account range processing may designate an Account Number range within a credit BIN for its Visa Signature Cards
- BIN level processing must use a unique BIN assigned to it by Visa U.S.A. for its Visa Signature Account Numbers and either:
  - Choose a BIN from a BIN range previously assigned (If using a previously assigned BIN, notify Visa U.S.A. of the selected BIN before issuing any Visa Signature Cards.) **or**
  - Request a new BIN assignment

### 3.4.C.2 Certification

In addition to the requirements specified in *Section 3.4.A.1*, a Visa Signature Issuer must:

- Complete the implementation forms included in the Visa Signature Product and Implementation Guide
- Comply with the requirements specified in the Visa Enhancements Resource Guide

## 3.4.C.3 Spending Limit

### 3.4.C.3.a A Visa Signature Issuer:

- Must issue its Visa Signature Cards with no pre-set spending limit for purchase
   Transactions
- May allow the Visa Signature Cardholder the option to:
  - Pay in full each statement cycle or
  - Revolve
- **3.4.C.3.b** If positioned as a revolving product, the Issuer must permit a minimum revolving balance of at least \$X during each statement cycle

## 3.4.C.3.c The Issuer may establish a pre-set spending limit for:

- Cash Disbursement Transactions
- Transactions resulting from an Emergency Replacement Card

3.4.C.4	Core Services

- **3.4.C.4.a** A Visa Signature Issuer must provide the services specified in Section 3.15.A.1 and the Visa Enhancements Resource Guide.
- 3.4.C.4.b Visa U.S.A. assesses a fine, as specified in Chapter 1, "General Regulations," if the Issuer fails to respond to a Visa Signature Cardholder or Visa Customer Care Services request for an Emergency Cash Disbursement or an Emergency Replacement Card within the required time limits, as specified in the Visa Enhancements Resource Guide.

## 3.4.C.5 Rewards Program Participation

A Visa Signature Issuer must offer a rewards program to its Visa Signature Cardholders in accordance with the requirements specified in the *Visa Signature Product Rewards Registration Toolkit.* 

#### 3.4.C.6 Visa Incentive Network Participation

A Visa Signature Issuer must participate in the Visa Incentive Network program, as specified in the *Visa Incentive Network Member Implementation Guide*, to qualify for the Visa Signature Interchange Reimbursement Fee.

### 3.4.C.8 Delinquent Accounts

A Visa Signature Issuer must provide notification to the Cardholder:

- Before on-going Transactions can be declined
- When an account needs to be suspended or closed for any reason

### 3.4.C.9 Other Requirements

- **3.4.C.9.a** Each Issuer must provide a toll-free telephone number of its own customer service center where the Cardholder:
  - May obtain customer service 24 hours a day, 7 days a week and
  - Is given an early and on-going option to talk to a knowledgeable representative, if an automated response menu is used
- **3.4.C.9.b** A Visa Signature Issuer must provide enhanced billing support resolution services, as specified in the *Visa Signature Product and Implementation Guide*.
- **3.4.C.9.c** A Visa Signature Issuer must provide its Cardholders access to a Web Site that offers special information and services specific to its Visa Signature Cardholders.
- **3.4.C.9.d** Each Issuer must offer its Cardholders, during the application process, the option to have their personal information kept confidential.
  - If selected, the Issuer will not provide Cardholder or account details to external organizations for the purpose of marketing mailing lists, products, or services
  - The Issuer may, for Affinity Card accounts, disclose that this option does not apply to the Affinity Partner

3.4.D Visa Signature Preferred Issuers

## 3.4.D Visa Signature Preferred Issuers

In addition to the requirements specified in *Section 3.4.A*, a Visa Signature Preferred Issuer must comply with this section.

## 3.4.D.1 BIN

A Visa Signature Preferred Issuer that supports:

- Account level processing may designate individual Account Numbers for its Visa Signature Preferred Cards
- Account range processing may designate an Account Number range within a credit BIN for its Visa Signature Preferred Cards
- BIN level processing must use a unique BIN assigned to it by Visa U.S.A. for its Visa Signature Preferred Account Numbers and either:
  - Choose a BIN from a BIN range previously assigned (If using a previously assigned BIN, notify Visa U.S.A. of the selected BIN before issuing any Visa Signature Preferred Cards) **or**
  - Request a new BIN assignment

## 3.4.D.2 Certification

In addition to the requirements specified in *Section 3.4.A.1*, a Visa Signature Preferred Issuer must:

- Complete the implementation forms included in the Visa Signature Product and Implementation Guide
- Comply with the requirements specified in the Visa Enhancements Resource Guide

## 3.4.D.3 Spending Limit

3.4.D.3.a	A Visa Signature Preferred Issuer:
	<ul> <li>Must issue its Visa Signature Preferred Cards with no pre-set spending limit for purchase Transactions</li> </ul>
	<ul> <li>May allow the Visa Signature Preferred Cardholder the option to:</li> </ul>
	- Pay in full each statement cycle <b>or</b>
	- Revolve
3.4.D.3.b	If the Visa Signature Preferred Cardholder is allowed the option to revolve, the Issuer must permit a minimum revolving balance of at least \$5,000 during each statement cycle.
3.4.D.3.c	The Issuer may establish a pre-set spending limit for:
	Cash Disbursement Transactions
	<ul> <li>Transactions resulting from an Emergency Replacement Card</li> </ul>
3.4.D.4	Core Services
3.4.D.4.a	A Visa Signature Preferred Issuer must provide the services specified in Section 3.15.A.1 and the Visa Enhancements Resource Guide.

3.4.D.4.b	Visa U.S.A. assesses a fine, as specified in Chapter 1, " <i>General Regulations</i> ," if the Issuer fails to respond to a Visa Signature Preferred Cardholder or Visa Customer Care Services request for an Emergency Cash Disbursement or an Emergency Replacement Card within the required time limits, as specified in the <i>Visa Enhancements Resource Guide</i> .
3.4.D.5	Rewards Program Participation
3.4.D.5.a	A Visa Signature Preferred Issuer must both:
	<ul> <li>Offer a rewards program to its Visa Signature Preferred Cardholders in accordance with the requirements specified in the Visa Signature Product Rewards Registration Toolkit</li> </ul>
	<ul> <li>Notify Cardholders, at least quarterly, via billing statement or stand-alone statement regarding reward points earned during the relevant period</li> </ul>
3.4.D.6	Visa Incentive Network Participation
	A Visa Signature Preferred Issuer must participate in the Visa Incentive Network program, as specified in the <i>Visa Incentive Network Member Implementation Guide</i> , to qualify for the Visa Signature Preferred Interchange Reimbursement Fees.
3.4.D.7	Authorization Requirements
3.4.D.7.a	Except as specified in <i>Section 3.4.D.3.c</i> , a Visa Signature Preferred Issuer must not decline a Transaction for exceeding a pre-set spending limit of any kind. Transactions must be approved or declined based on:
	The likelihood of suspected fraud
	The Cardholder's spending patterns
	<ul> <li>Issuer determination of the likelihood of default</li> </ul>
	<ul> <li>Issuer safety and soundness considerations</li> </ul>
3.4.D.7.b	A Visa Signature Preferred Issuer must only give a Decline Response or Referral Response as specified in <i>Table 3-2</i> .
3.4.D.8	Interchange Reimbursement Fee
	The Commercial Visa Product Interchange Reimbursement Fees apply to a Visa Signature Preferred Transaction as specified in <i>Section 4.9.G</i> and <i>Table 9-4</i> .
3.4.D.9	Delinquent Accounts
	A Visa Signature Preferred Issuer must provide notification to the Cardholder:
	Before on-going Transactions can be declined
	<ul> <li>Before an account is suspended or closed for any reason</li> </ul>
3.4.D.10	Other Requirements
3.4.D.10.a	Each Issuer must provide a toll-free telephone number of its own customer service center which must be printed on the back of the Visa Signature Preferred Card.
3.4.D.10.b	If the Issuer's customer service center for Visa Signature Preferred Cardholders uses an automated response menu, the Cardholder must be given an early and on-going option to talk to a knowledgeable representative.

3.5 Visa Debit Card Program Requirements

3.4.D.10.c	A Visa Signature Preferred Issuer must provide enhanced billing support resolution services, as specified in the Visa Signature Product and Implementation Guide.
3.4.D.10.d	A Visa Signature Preferred Issuer must provide its Cardholders access to a Web Site that offers special information and services specific to its Visa Signature Preferred Cardholders.
3.4.D.10.e	Each Issuer must offer its Cardholders, during the application process, the option to have their personal information kept confidential.
	<ul> <li>If selected, the Issuer will not provide Cardholder or account details to non-affiliated organizations for the purpose of marketing mailing lists, products, or services</li> </ul>
	<ul> <li>The Issuer may, for Affinity Card accounts, disclose that this option does not apply to the Affinity Partner</li> </ul>

## 3.5 Visa Debit Card Program Requirements

This section specifies the requirements for all Consumer Visa Debit Card programs.

## 3.5.A General Debit Card Requirements

## 3.5.A.1 BIN

An Issuer must use a unique check card BIN assigned to it by Visa U.S.A. for each of the following program types:

- Visa Check Card
- Visa Prepaid Card bearing both the Visa Flag Symbol and Visa TravelMoney Wordmark
- Visa Check Card II Cards
- Visa Buxx
- Visa Payroll
- Visa Gift Card
- Visa Incentive Card
- Visa Employee Benefit Cards (Prepaid Card products for Visa Flexible Savings Account, Visa Health Savings Account, Visa Health Reimbursement Account, and Visa Transit may be combined within a single BIN)
- Other Visa Prepaid Cards

## 3.5.A.2 Core Services

A Consumer Visa Check Card Issuer must provide core services as specified in the *Visa Enhancements Resource Guide*, including the following:

- Lost/Stolen Card Reporting Service
- Cardholder Inquiry Service

3.5.A.3	Visa Check Card Restrictions
	A Visa Check Card may be used to access a deposit, investment, or other consumer asset account, including a fiduciary account.
3.5.A.3.a	A Visa Check Card must <b>not</b> be used to obtain credit, as defined in 12 CFR Part 226 ( <i>Regulation Z</i> ), unless it involves only an incidental extension of credit under an agreement between the Cardholder and the Issuer:
	<ul> <li>When the Cardholder's account is overdrawn or</li> </ul>
	<ul> <li>To maintain a specified minimum balance in the Cardholder's account</li> </ul>
3.5.A.3.b	A Consumer Visa Deferred Debit Card is treated as a Visa credit Card for Interchange and Limited Acceptance category purposes.
3.5.A.3.c	Visa U.S.A. reserves the right to determine the application of the definition of the Visa Check Card.
3.5.A.4	Visa Check Card Issuer Responsibilities
3.5.A.4.a	Card activation procedures:
	<ul> <li>Are required for all Visa Check Cards initially issued to Cardholders who did not expressly request or apply for the Visa Check Card. Issuers are encouraged to require Card activation for all Visa Check Cards.</li> </ul>
	<ul> <li>Must require the Cardholder to validate his/her identity by some reasonable means prior to being able to use the Card.</li> </ul>
3.5.A.4.b	A Visa Check Card Issuer must release any hold on available funds in its Cardholder's account as a result of an approved Authorization request:
	<ul> <li>When a matching Clearing Record is received, or</li> </ul>
	<ul> <li>No later than 3 business days from the Authorization request, or</li> </ul>
	• Effective October 4, 2008, for a Real-Time Clearing Transaction:
	- Upon receipt of the Completion Message
	<ul> <li>Upon expiration of the time limit for completion specified in the preauthorization request if a Completion Message has not been received by that time</li> </ul>
	This requirement does not apply if the Issuer determines that the Transaction or account involves suspicious or unusual activity.
3.5.A.4.c	A Visa Check Card Issuer that receives notification from its Cardholder of unauthorized Visa Transactions must provide provisional credit to the Cardholder's account within 5 business days of the notification.
	<ul> <li>The Issuer may require written confirmation from the Cardholder before providing provisional credit.</li> </ul>
	<ul> <li>The Issuer may withhold providing provisional credit, to the extent allowed under applicable law, if the Issuer determines that the circumstances or account history warrants the delay.</li> </ul>
	This requirement does not apply for ATM Cash Disbursements.

3.5.B Additional Visa Check Card II Issuer Requirements

3.5.A.4.d	A Visa Check Card Issuer must post a Credit Transaction Receipt to a Cardholder's account within one business day of Settlement. The Issuer may place a hold on the posted Credit Transaction Receipt, to the extent allowed under applicable law, if the Issuer determines that the circumstances or account history warrant the delay.

**3.5.A.4.e**A Visa Check Card Issuer must **not** provide account balance information in response<br/>to a POS Balance Inquiry Service request on any of its Visa Check Card products.

## 3.5.B Additional Visa Check Card II Issuer Requirements

In addition to the requirements specified in *Section 3.5.A*, a Visa Check Card II Issuer must be capable of:

- Supporting PINs for all Transaction types
- Supporting the Visa Cash Back Service
- Processing Transactions containing a non-Visa Acquirer BIN
- Accepting Store and Forward Transactions
- Complying with all Visa Check Card II requirements, as specified in the appropriate *VisaNet User's Manuals* and the Visa Check Card II Implementation Guide

## 3.5.C Visa Prepaid Card Issuers

## 3.5.C.1 General

In addition to the requirements specified in *Section 3.5.A*, a Visa Prepaid Card Issuer must:

- Comply with the:
  - Prepaid Generic Identifier Card Issuance, Storage and Shipping Standards
  - Visa U.S.A. Prepaid Products Program Guidelines
  - Visa U.S.A. Prepaid Cards Design and Branding Guide
- Ensure its Visa Prepaid Card program is approved by Visa prior to program implementation or Visa Prepaid Card issuance
- Ensure that a Visa Prepaid Card is issued **only** to a resident of the United States of America, unless otherwise specified in *Section 3.6.D.5* and *Section 3.6.E.5*

### 3.5.C.2 Customer Service Telephone Number

A Visa Prepaid Card Issuer must print a customer service telephone number on the back of a Visa Prepaid Card.

## 3.5.C.3 Authorization Processing

- 3.5.C.3.a An Issuer of certain Visa Prepaid Cards, as specified in the *Visa U.S.A. Prepaid Products Program Guidelines*, may decline Authorization Requests based on the following factors:
  - Merchant Category Code
  - Merchant name(s) or terminal identification
  - Location of Merchant Outlet
- **3.5.C.3.c** A Visa Prepaid Card Issuer that receives an Authorization reversal must release any applicable hold on available funds in its Cardholder's account within 1 business day from the date the Issuer received the Authorization reversal.
- **3.5.C.3.d** Except as specifien in *Section 3.5.C.3.e*, a Visa Prepaid Card Issuer must release any hold on available funds in its Cardholder's account as a result of an approved Authorization Request:
  - When a matching Clearing Record is received, or
  - No later than 3 business days from the Authorization Request
- **3.5.C.3.f** The requirements specified in *Section 3.5.C.3.c*, *Section 3.5.C.3.d*, and *Section 3.5.C.3.e*, do not apply if the Issuer determines that the Transaction or account involves suspicious or unusual activity.

## 3.5.D Additional Visa Prepaid Card Product Options

An Issuer may issue one of the following Card types for certain Visa Prepaid Card programs with prior Visa approval.

## 3.5.F Visa ReadyLink

### 3.5.F.1 Overview

An Issuer may, at its option, participate in ReadyLink.

### 3.5.F.2 Issuer Responsibilities

A participating Issuer must comply with all of the following requirements:

- Comply with the requirements of both the:
  - Visa U.S.A. Prepaid Products Program Guidelines
  - Visa ReadyLink Service Description and Implementation Guidelines
- Have a Load Partner Issuer Agreement with a participating Load Partner to sell a Visa Prepaid Card. The Load Partner Issuer Agreement:
  - Does not govern the loading of value to a Visa Prepaid Card
  - Must define the terms and conditions of the relationship between the Issuer and the Load Partner, including, but not limited to, any applicable service fee charged to a consumer by the Load Partner to purchase the Issuer's Visa Prepaid Card

3.5.F.3 Card and Brand Specifications

## 3.5.F.3 Card and Brand Specifications

An Issuer must comply with the requirements specified in all of the following:

- Section 10.4.G
- Section 10A.4.J
- The Visa U.S.A. Prepaid Products Program Guidelines
- Visa Prepaid Cards Design & Branding Guidelines
- Visa ReadyLink Service Description and Implementation Guidelines

## 3.5.H Visa Buxx Card Issuers

In addition to the requirements specified in *Section 3.5.C*, a Visa Buxx Issuer must comply with this section.

### 3.5.H.1 Certification

A Visa Buxx Issuer must:

- Complete the implementation procedures, as specified in the *Visa Buxx Card Planning and Implementation Guide*
- At least 30 days prior to issuing Cards, submit to Visa U.S.A. written certification that its programs, systems, procedures, and services comply with the *Visa U.S.A. Inc. Operating Regulations*, and the *Visa Buxx Card Service Description*, and the *Visa Buxx Card Member Implementation Guide*

## 3.5.H.2 Card Activation

- 3.5.H.2.a A Visa Buxx Issuer must implement Card activation procedures.
- **3.5.H.2.b** Card activation procedures must require the Cardholder to validate his/her identity by some reasonable means prior to being able to use the Card.

### 3.5.H.3 Additional Requirements

- **3.5.H.3.a** A Visa Buxx Issuer must provide the account owner (e.g., parent or guardian) with a financial literacy test to be completed by the teenager and verified by the account owner, at the time of enrollment.
- **3.5.H.3.b** A Visa Buxx Issuer must, either itself, through Visa U.S.A., or through a third-party provider, offer:
  - Web Site access that includes:
    - Account management data and functions
    - Account funding capability
  - Parental notification of payment activity
  - · The option to receive periodic statements either electronically or on paper
  - · Customer service activities including, but not limited to:
    - Processing lost/stolen Card reports
    - Card suspension

## 3.5.I Visa Payroll Card Issuers

## 3.5.I.1 General

In addition to the requirements specified in *Section 3.5.C*, a Visa Payroll Issuer must comply with the:

- Visa Payroll Card Service Description manual and
- Visa Payroll Card Member Implementation Guide

### 3.5.I.2 Card Activation

- 3.5.I.2.a A Visa Payroll Issuer must implement Card activation procedures.
- **3.5.I.2.b** Card activation procedures must require the Cardholder to validate his/her identity by some reasonable means prior to being able to use the Card.

## 3.5.J Visa Gift Card Issuers

### 3.5.J.1 General

- **3.5.J.1.a** In addition to the requirements specified in *Section 3.5.C*, a Visa Gift Card Issuer must comply with the:
  - Visa Gift Card Service Description manual and
  - Visa Gift Card Member Implementation Guide

## 3.5.K Visa Incentive Card

### 3.5.K.1 General

- **3.5.K.1.a** In addition to the requirements specified in *Section 3.5.C*, a Visa Incentive Card Issuer must comply with all of the following:
  - · Requirements specified in this section
  - Visa Incentive Card Service Description

### 3.5.K.2 Issuance Requirements and Limitations

- 3.5.K.2.a A Visa Prepaid Card Issuer may issue Visa Incentive Cards to a company or business entity to allow disbursement of funds for incentives, rebates, rewards, or other promotional purposes for the personal use of its employees or customers.
- **3.5.K.2.b** A company or business entity may use the Visa Incentive Card in the form of, but not limited to, any of the following:
  - A rebate Card that allows disbursement of rebate funds following the purchase of certain goods or services
  - A promotional Card that offers discount pricing in connection with the purchase of certain merchandise
  - An incentive Card for paying employee recognition rewards or sales bonuses

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## 3.5.L Visa Employee Benefits Cards

3.5.L.1	General
3.5.L.1.a	An Issuer may, at its option, participate in any of the following Visa Employee Benefits Card programs:
	Visa Flexible Spending Account (FSA)
	Visa Health Reimbursement Account (HRA)
	Visa Health Savings Account (HSA)
	Visa Transit
3.5.L.1.b	In addition to the requirements specified in <i>Section 3.5.C</i> , a Visa Employee Benefits Card Issuer must:
	<ul> <li>Comply with the Visa Employee Benefits Card Service Description and Implementation Guide</li> </ul>
	• Support Authorization on a selective basis as specified in Section 3.5.C.3.a
	Support Auto-Substantiation as specified in Section 3.5.L.2
3.5.L.2	Healthcare Auto-Substantiation Requirements
	An Issuer or its Agent must support Healthcare Auto-Substantiation if it offers any of the following Visa Employee Benefits Card programs:
	Visa Flexible Spending Account (FSA)
	Visa Health Reimbursement Account (HRA)
3.5.L.2.a	A Visa Employee Benefits Card Issuer must:
	<ul> <li>Comply with the Visa Healthcare Auto-Substantiation Transactions Service Description and Implementation Guide</li> </ul>
	<ul> <li>Comply with the Visa Auto-Substantiation Transaction Consolidated Technical Requirements guide</li> </ul>
	Support Authorization reversals as specified in Section 3.5.C.3.c
	<ul> <li>Effective January 1, 2008, obtain a license from, and be certified by, SIGIS in order to process Healthcare Auto-Subtantiation Transactions</li> </ul>
	• Effective October 4, 2008, support Retrieval Request Reason Code 27 <sup>1</sup> , (healthcare auto-sub data retrieval request) for the process of obtaining detailed Transaction Receipt data from Acquirers, via fax, as specified in the Storage and Retrieval of Receipt Detail for IIAS Healthcare Auto-Substantiation Transactions

<sup>&</sup>lt;sup>1</sup> Effective October 4, 2008, unlike other Transaction Receipt Retrieval Request Reason Codes, Reason Code 27 does not support a Chargeback right for the Issuer.

## 3.5.M Visa Prepaid Card With the Visa TravelMoney Wordmark

## 3.5.M.1 General

This section applies to an Issuer of a Visa Prepaid Card bearing either the Visa Flag Symbol or Visa Brand Mark and the Visa TravelMoney Wordmark.

## 3.5.M.2 Compliance

- **3.5.M.2.a** An Issuer must comply with all requirements for Cards bearing the Visa Flag Symbol or the Visa Brand Mark.
- 3.5.M.2.b In addition to the requirements specified in Section 3.5.C and Section 3.5.A, an Issuer must comply with this section and the requirements for use of the Visa TravelMoney Wordmark, as specified in the Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) and the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online.

## 3.6 Commercial Visa Product Program Requirements

## 3.6.A General Commercial Visa Product Requirements

In addition to the requirements specified in *Section 3.2*, a Commercial Visa Product Issuer must comply with this section.

### 3.6.A.1 General

3.6.A.1.a A Commercial Visa Product Issuer must refer to the Commercial Visa Product as one of the following types of Cards for business expense use, as applicable:

- Visa Business
- Visa Corporate
- Visa Purchasing

### 3.6.A.2 BIN

**3.6.A.2.a** An Issuer must use a unique BIN for each of the following Commercial Visa Product Account Numbers:

- Visa Corporate
- Visa Purchasing
- Visa Business Credit Card
- Visa Business Platinum Credit Card
- Visa Signature Business Card
- Visa Business Check Card
- Visa Business Platinum Check Card
- Visa Prepaid Business Card
- Visa Prepaid Corporate Card
- Visa Prepaid Purchasing Card

3.6.A.2.b	An Issuer offering Visa Purchasing Card must use a BIN from the BIN range reserved for Purchasing Cards.
3.6.A.2.c	An Issuer must request a new BIN assignment for its Fleet Card program from the BIN range reserved for Fleet-enhanced Visa Purchasing Cards.
3.6.A.2.d	If the Issuer is converting an existing business Visa Program to a Commercial Visa Product, the Issuer may retain its existing BIN if it is used exclusively for a Commercial Visa Product, after notifying Visa of the conversion.
3.6.A.3	Certification
3.6.A.3.a	Prior to issuing Commercial Visa Products, an Issuer must:
	Submit to Visa U.S.A.:
	- Written certification that its programs, systems, procedures, and services comply with the Visa U.S.A. Inc. Operating Regulations and
	<ul> <li>A completed implementation checklist signed by an authorized officer of the Member, as specified in the implementation materials available from Visa U.S.A. upon request</li> </ul>
	<ul> <li>Demonstrate that it meets the minimum processing standards, including requirements specified in the implementation materials available from Visa U.S.A. upon request</li> </ul>
	<ul> <li>Receive Visa U.S.A. acknowledgment that Visa U.S.A. received the completed check list</li> </ul>
	• Pay the one-time certification fee, as specified in Chapter 9, "Fees and Charges"
3.6.A.4	Enhancements
	A Commercial Visa Product Issuer must comply with the benefit requirements in the <i>Visa Enhancements Resource Guide</i> .
3.6.A.5	Card Issuance Requirements
3.6.A.5.a	An Issuer may issue Commercial Visa Products to a Client Organization solely to provide a means to pay for the acquisition of business-related goods and services.
3.6.A.5.b	Employees or contractors of a Client Organization may be issued a Commercial Visa Product as part of an employer-sponsored program.
3.6.A.5.c	An Issuer that currently services this type of customer with other Visa Programs need not convert its existing Cards to a Commercial Visa Product. However, the Issuer must convert the Cards to a Commercial Visa Product in order to receive the associated benefits.
3.6.A.6	Fines
3.6.A.6.a	A Commercial Visa Product Issuer must comply with the issuance standards specified in the:
	Visa U.S.A. Inc. Operating Regulations and
	Commercial Visa Product implementation materials available from Visa U.S.A.

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3.6.A.6.b	An Issuer that knowingly violates these standards in order to obtain Commercial Visa Product benefits is subject to fines equal to three times the amount of the benefits attributable to the violation, as calculated by Visa U.S.A.
3.6.A.6.c	Visa U.S.A. collects the fines as a Fee Collection transaction (Reason Code 5010 or 5040) after notifying the Issuer.
3.6.A.7	Core Feature Descriptions
	A description of the core features specified in <i>Section 3.6.B.1</i> , <i>Section 3.6.D.1</i> , and <i>Section 3.6.E.1</i> , and <i>Section 3.6.F.2</i> is provided below:
	<ul> <li>ATM access—An Issuer must have the ability to offer a PIN to allow ATM Cash Disbursements, if requested, and comply with the requirements in Section 3.14.</li> </ul>
	<ul> <li>Central or individual billing—An Issuer must offer individual Cardholder billing or centralized company billing.</li> </ul>
	Charge Card option—An Issuer must offer a non-revolving, pay-in-full option.
	<ul> <li>Individual memo statements—An Issuer must send Transaction verification statements to each Cardholder when the subscribing company participates in the centralized company billing option.</li> </ul>
	<ul> <li>Limited corporate liability—An Issuer must provide insurance coverage to the subscribing company (where available) in the event of Commercial Visa Product misuse by employees. Additional detailed information regarding insurance availability, options, and features is available from Visa U.S.A. upon request.</li> </ul>
	• Visa Business management information reports—A Visa Business Card Issuer may offer management information reporting. If an Issuer offers management information reporting, it must offer the reports as specified in the <i>Visa Business Member Implementation Guides</i> .
	<ul> <li>Visa Corporate management information reports—An Issuer must provide management information reports on Visa Corporate usage to the subscribing company as follows:</li> </ul>
	<ul> <li>Detailed Visa Corporate spending by vendor, employee, and company organization units and</li> </ul>
	- In formats and distribution agreed upon by the Issuer and the subscribing company
3.6.A.8	Commercial Visa Product Enhanced Data Disclosure Restrictions
	Disclosure of enhanced Transaction or Merchant-related information provided through Visa U.S.A. or Visa International to an Issuer in connection with a Commercial Visa Product is restricted as specified in the <i>Visa U.S.A. Inc. Operating Regulations</i> .
3.6.A.8.a	Such information includes Enhanced Data, which may consist of both or either:
	Enhanced Transaction-Level Data
	Enhanced Merchant-Level Data

## 3.6.B Visa Business Card Requirements

3.6.A.8.b	A Commercial Visa Product Issuer may use or disclose Card-specific Enhanced Data only in connection with the management and administration of a Commercial Visa Product program for the Client Organization, and necessary supporting functions, which may include, but are not limited to, accounting, tax management, policy compliance, and other business management functions, such as account setup and management reporting.
3.6.A.8.c	Enhanced Transaction-Level Data and Confidential Enhanced Merchant-Level Data may be disclosed to third parties <sup>1</sup> only as follows:
	<ul> <li>In connection with the management and administration of Commercial Visa Product programs for the Client Organization, and necessary supporting functions, which may include, but are not limited to, accounting, tax management, policy compliance, and other business management functions, such as account setup and management reporting, or</li> </ul>
	<ul> <li>In aggregate, such that Card-specific Enhanced Data cannot be related to a specific Merchant or Cardholder.</li> </ul>
3.6.A.8.d	If an Issuer discloses Card-specific Enhanced Transaction-Level Data or Confidential Enhanced Merchant-Level Data to a third party, it must have a written agreement with such third party that requires the third party to:
	Treat the information as confidential
	<ul> <li>Make no further disclosure of the information without permission, and</li> </ul>
	<ul> <li>Limit the third party's use of the data to uses permitted by the Issuer</li> </ul>
	Permission granted for further disclosure by a third party must impose the same restrictions on use and disclosure that apply to the Issuer's disclosure.
	Each Issuer bears the sole responsibility for compliance with all applicable laws and regulations.
3.6.A.8.e	The restrictions regarding use of Enhanced Data do not apply to:
	<ul> <li>Non-Confidential Enhanced Merchant-Level Data</li> </ul>
	The Client Organization or Cardholders
3.6.B	Visa Business Card Requirements
3.6.B.1	Core Feature Requirements
3.6.B.1.a	A Visa Business Card Issuer must:
	Provide ATM access as described in Section 3.6.A.7
	• Adhere to service level standards as described in Section 3.6.A.3
3.6.B.1.b	A Visa Business Card Issuer may offer management information reporting. If an Issuer offers management information reporting, it must offer the reports as specified in the Visa Business Member Implementation Guides.

<sup>&</sup>lt;sup>1</sup> "Third party," as used in Section 3.6.A.8 means only persons, real or corporate, other than the Issuer, Client Organization, or Cardholder providing services that directly support an Issuer's Commercial Visa Product Program.

3.6.B.2	Card Issuance Requirements
3.6.B.2.a	A Visa Business Card Issuer may issue a Visa Business Platinum Credit Card or Visa Business Platinum Check Card, as specified in <i>Section 3.6.B.5</i> or <i>Section 3.6.B.7</i> .
3.6.B.3	Account Billing Options
	An Issuer may offer its Visa Business Cardholders any of the following account billing options:
	Line of credit
	Depository account
	<ul> <li>Other company assets available through the Issuer</li> </ul>
	Charge Card (non-revolving, pay-in-full)
3.6.B.4	Other Requirements
3.6.B.4.a	A Visa Business Card Issuer must:
	<ul> <li>Comply with the referral and approval rates specified in Table 3-6 and Table 3-9</li> </ul>
	<ul> <li>Comply with the Emergency Cash Service and Emergency Card Replacement Service requirements specified in the Visa Enhancements Resource Guide</li> </ul>
3.6.B.5	Visa Business Platinum Credit and Visa Business Platinum Check Card Core Feature Requirements
	An Issuer that issues a Visa Business Platinum credit or Visa Business Platinum Check Card must provide to all of its Cardholders a telephone number where the Cardholder may obtain customer service, 24 hours a day, 7 days a week.
3.6.B.6	Visa Business Limitation of Cardholder Liability (Effective August 27, 2007)
	A Member that issues a Visa Business Card must comply with this section.
3.6.B.6.a	Upon receipt of notification from its Cardholder of unauthorized Visa Transactions, an Issuer must limit the Cardholder's liability for those Transactions to \$0.
3.6.B.6.b	An Issuer may require the notification, as specified in <i>Section 3.6.B.6.a</i> , to be received within 60 calendar days of the mailing date of the first statement showing unauthorized Visa Transactions.
3.6.B.6.c	An Issuer may increase the limit of the Cardholder's liability for unauthorized Transactions if it reasonably determines, based on substantial evidence, that the Cardholder was grossly negligent in the handling of the account or Card.
3.6.B.6.d	An Issuer may define an unauthorized Visa Transaction, as specified in Section 3.6.B.6, to exclude any Transaction allegedly conducted by:
	A business co-owner
	The Cardholder or person authorized by the Cardholder
	• Any other person with an interest in or authority to transact business on the account

3.6.B.7 Visa Business Check Card Restrictions

3.6.B.7	Visa Business Check Card Restrictions
	A Commercial Visa Product Issuer that issues a Visa Business Check Card must comply with this section.
3.6.B.7.a	A Visa Business Check Card may be used to access a deposit, investment, or other business asset account, including a fiduciary account.
3.6.B.7.b	A Visa Business Check Card must <b>not</b> be used to obtain credit, as defined in <i>12 CFR Part 226 (Regulation Z)</i> , unless it involves only an incidental extension of credit under an agreement between the Cardholder and the Issuer:
	<ul> <li>When the Cardholder's account is overdrawn or</li> </ul>
	<ul> <li>To maintain a specified minimum balance in the Cardholder's account</li> </ul>
3.6.B.7.c	For Interchange category purposes, a Visa Business Check Card used to obtain credit, as specified in <i>Section 3.6.B.7.b</i> , is not considered a Visa Business Check Card if:
	<ul> <li>Actual debiting of funds from the business asset account occurs periodically rather than daily and</li> </ul>
	These periods are at least X days apart
3.6.B.7.d	Visa U.S.A. reserves the right to determine the application of the definition of the Visa Business Check Card.
3.6.B.8	Visa Business Check Card Additional Limitation of Cardholder Liability
	In addition to the requirements in <i>Section 3.6.B.6</i> , upon receipt of notification from its Cardholder of unauthorized Visa Transactions, an Issuer must provide provisional credit to the Cardholder's account within X business days of the notification. The Issuer may:
	Require written confirmation from the Cardholder before providing provisional credit
	<ul> <li>Withhold providing provisional credit, to the extent allowed under applicable law, if the Issuer determines that the circumstances or account history warrants the delay</li> </ul>
3.6.C	Visa Signature Business Requirements
	In addition to the requirements specified in <i>Section 3.6.B</i> , a Visa Signature Business Issuer must comply with this section.
3.6.C.1	BIN
	A Visa Signature Business Issuer must:
	<ul> <li>Use a BIN assigned to it by Visa U.S.A. for its Visa Signature Business Account Numbers and:</li> </ul>
	- Choose a BIN from a BIN range previously assigned or
	- Request a new BIN assignment
	<ul> <li>If using a previously assigned BIN, notify Visa U.S.A. of the selected BIN before issuing any Visa Signature Business Cards</li> </ul>

3.6.C.2	Certification
	A Visa Signature Business Issuer must:
	• Complete the certification form included in the Visa Signature Business Product and Implementation Guide
	• Comply with the requirements specified in the Visa Enhancements Resource Guide
3.6.C.3	Spending Limit
3.6.C.3.a	A Visa Signature Business Issuer:
	<ul> <li>Must issue its Visa Signature Business Cards for purchase Transactions</li> </ul>
	<ul> <li>May allow the Visa Signature Business Cardholder the option to:</li> </ul>
	- Pay in full each statement cycle <b>or</b>
	- Revolve
3.6.C.3.b	If positioned as a revolving product, the Issuer must permit a minimum revolving balance during each statement cycle
3.6.C.3.c	The Issuer may establish a pre-set spending limit for:
	Cash Disbursement Transactions
	<ul> <li>Transactions resulting from an Emergency Replacement Card</li> </ul>
3.6.C.4	Core Services
3.6.C.4.a	A Visa Signature Business Issuer must provide the services specified in Section 3.15.A.1 and the Visa Enhancements Resource Guide.
3.6.C.4.b	A Visa Signature Business Issuer must offer Visa Information Source (VIS) Select as a core service of a Visa Signature Business Card. With prior written approval from Visa, a Visa Signature Business Issuer may offer an equivalent daily transaction reporting service that allows a Cardholder to obtain the minimum level data and reporting features as specified in the <i>Visa Signature Business Product and</i> <i>Implementation Guide</i> .
3.6.C.5	Rewards Program Participation
	A Visa Signature Business Issuer must both:
	• Offer a rewards program to its Visa Signature Business Cardholders, in accordance with the requirements specified in the Visa Signature Business Product and Implementation Guide
	<ul> <li>Notify Cardholders, at a minimum quarterly, via billing statement or standalone statement regarding reward points earned during the relevant period</li> </ul>
3.6.C.7	Interchange Reimbursement Fee
	The Visa Business Interchange Reimbursement Fees apply to a Visa Signature Business Transaction.

3.6.C.9 Other Requirements

3.6.C.9	Other Requirements
3.6.C.9.a	Each Issuer must provide a toll-free telephone number of its own customer service center where the Cardholder both:
	<ul> <li>May obtain customer service 24 hours a day, 7 days a week</li> </ul>
	<ul> <li>Is given an early and on-going option to talk to a knowledgeable representative, if an automated response menu is used</li> </ul>
3.6.C.9.b	A Visa Signature Business Issuer must provide enhanced billing support resolution services, as specified in the Visa Signature Business Product and Implementation <i>Guide</i> .
3.6.C.9.c	A Visa Signature Business Issuer must comply with the Visa Signature Business Card design requirements specified in both:
	Section 10.4.N
	Section 10A.4.N
3.6.C.9.d	Each Issuer must offer its Cardholders, during the application process, the option to have their personal information kept confidential.
	• If selected, the Issuer will not provide Cardholder or account details to external organizations for the purpose of marketing mailing lists, products, or services, except to provide Visa Signature Business Card services specified in <i>Section 3.6.C, Section 3.15.A,</i> or other applicable sections of the Visa U.S.A. Inc. Operating Regulations, Visa Signature Business Product and Implementation Guide, and the Visa Enhancements Resource Guide, as permitted by law.
3.6.C.10	Visa Signature Business Limitation of Cardholder Liability (Effective August 27, 2007)
	A Member that issues a Visa Signature Business Card must comply with this section.
3.6.C.10.a	Upon receipt of notification from its Cardholder of unauthorized Visa Transactions, an Issuer must limit the Cardholder's liability for those Transactions to \$0.
3.6.C.10.b	An Issuer may require the notification, as specified in <i>Section 3.6.C.10.a</i> , to be received within X calendar days of the mailing date of the first statement showing unauthorized Visa Transactions.
3.6.C.10.c	An Issuer may increase the limit of the Cardholder's liability for unauthorized Transactions if it reasonably determines, based on substantial evidence, that the Cardholder was grossly negligent in the handling of the account or Card.
3.6.C.10.d	An Issuer may define an unauthorized Visa Transaction, as specified in <i>Section 3.6.C.10</i> , to exclude any Transaction allegedly conducted by:
	A business co-owner
	The Cardholder or person authorized by the Cardholder
	• Any other person with an interest in or authority to transact business on the account

## 3.6.D Visa Corporate Card Requirements 3.6.D.1 **Core Feature Requirements** A Visa Corporate Issuer must provide all of the core features specified in this section 3.6.D.1.a and described in Section 3.6.A.7. ATM access Central or individual billing options Service level standards Charge Card option Management information reports 3.6.D.3 **Account Billing Options** A Visa Corporate Issuer may offer its Cardholders any of the following account billing options: Line of credit Other company assets available through the Issuer Charge Card (non-revolving, pay-in-full) 3.6.D.4 **Authorization Processing** A Visa Corporate Issuer must have an Authorization referral contact that is available to provide an immediate Authorization Response 24 hours a day, 7 days a week. 3.6.D.6 Other Requirements A Visa Corporate Card Issuer must: 3.6.D.6.a · Comply with the referral and approval rates specified in Table 3-6 and Table 3-9 Comply with the Emergency Card Replacement Service requirements specified in the Visa Enhancements Resource Guide 3.6.E Visa Purchasing Card Program Requirements In addition to requirements specified in Section 3.2 and Section 3.6.A, a Visa Purchasing Issuer must comply with this section. 3.6.E.1 **Core Feature Requirements** A Visa Purchasing Card Issuer must provide all of the core features specified in this section and described in Section 3.6.A.7: Central or individual billing options Charge Card option Individual memo statements

3.6.E.2 Card Issuance Requirements

3.6.E.2	Card Issuance Requirements
3.6.E.2.b	A Visa Purchasing Card Issuer may participate in the Visa Fleet Service, as specified in the Visa Commercial Card Fleet Implementation Guide and Section 3.6.E.6.
3.6.E.2.c	A Visa Purchasing Card Issuer must accumulate and report Transaction data, as specified in the <i>Visa U.S.A. Inc. Merchant Profile Service Reference Manual.</i> At a minimum, the Issuer must:
	Accumulate Transaction data
	Match Transaction data to Merchant profiles
	<ul> <li>Report to the Client Organization all Transactions and all Merchant profile information, both matched and unmatched</li> </ul>
3.6.E.3	Authorization Processing
3.6.E.3.a	A Visa Purchasing Issuer must have an Authorization referral contact that is available to provide an immediate Authorization Response 24 hours a day, 7 days a week.
3.6.E.3.b	A Visa Purchasing Issuer may decline an Authorization Request based on the following factors, if the entity to which the Card has been issued has specified these or other factors:
	Merchant Category Code
	Transaction size
	Location of Merchant Outlet
3.6.E.4	Other Requirements
	A Visa Purchasing Card Issuer must comply with the Emergency Card Replacement Service requirements specified in the Visa Enhancements Resource Guide.
3.6.E.6	Visa Fleet Card Issuers
	A Visa Purchasing Card Issuer that issues a Visa Fleet Card must comply with this section.
3.6.E.6.a	Visa Fleet Card issuance is permitted for Visa Purchasing Card Issuers, as specified in the following, as applicable:
	Visa U.S.A. Inc. Operating Regulations
	Visa Commercial Card Fleet Implementation Guide
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
3.6.E.6.b	A Visa Fleet Card Issuer must be capable of generating reports containing enhanced data as provided by the Acquirer.

3.6.E.6.c	A Visa Fleet Card must contain the appropriate instructions on the Magnetic Stripe for customized prompts and may be issued as:
	<ul> <li>An enhanced Visa Purchasing Card or</li> </ul>
	A Vehicle-Specific Fleet Card
3.6.E.6.d	A Vehicle-Specific Fleet Card must be:
	<ul> <li>Assigned to a vehicle, rather than to an individual</li> </ul>
	<ul> <li>Limited to fuel and vehicle maintenance Transactions</li> </ul>
	<ul> <li>Issued in accordance with Section 10.3 and Section 10.4.</li> </ul>
3.6.E.6.e	The Plus Program Marks must not appear on the back of a Vehicle-Specific Fleet Card.
3.6.E.6.f	A Vehicle-Specific Fleet Card Issuer assumes any incremental risk arising from issuing Cards in accordance with <i>Section 3.6.E.6.d</i> , including but not limited to the Compliance right for "unauthorized signature."
3.6.F	Visa Meetings Card Product Requirements (Effective April 15, 2008)
	In addition to requirements specified in <i>Section 3.6.E</i> , a Visa Meetings Card Issuer must comply with this section and the requirements specified in the:
	Visa Meetings Card Implementation Guide
	Visa Product Brand Standards, available through Visa Online
3.6.F.1	BIN
	An Issuer offering Visa Meetings Card must:
	<ul> <li>Use a BIN from the BIN range reserved for Purchasing Cards or</li> </ul>
	<ul> <li>Use an Account Number range within an existing Visa Purchasing Card BIN</li> </ul>
3.6.F.2	Core Feature Requirements
3.6.F.2.a	A Visa Meetings Card Issuer must provide all of the core features specified in this section and described in <i>Section 3.6.A.7</i> , except for billing, where <b>only</b> centralized company billing and payment may be offered:
	ATM access
	Central billing
	Charge Card option
	Individual memo statements
	Limited corporate liability
3.6.F.2.b	A Visa Meetings Card Issuer must provide management information reports, as specified in the Visa Meetings Card Implementation Guide

3.6.F.3 Core Services

3.6.F.3	Core Services
	A Visa Meetings Card Issuer must provide:
	Customer and emergency assistance services, as specified in Section 3.15.A and the Visa Enhancements Resource Guide
	Core enhancements, as specified in Section 3.15.B and the Visa Enhancements     Resource Guide
3.6.F.4	Authorization Processing
	A Visa Meetings Card Issuer must have the ability to decline an Authorization Request based on the following factors, if the entity to which the Card has been issued has specified these or other factors:
	Merchant Category Code
	Transaction size
	Location of Merchant Outlet
3.6.F.5	Centralized Card Issuance to Multinational Companies
	A Visa Meetings Card Issuer may participate in the Centralized Card Issuance of Visa Meetings Cards to Multinational Companies outside the U.S.A., as specified in the <i>Visa Multinational Program Guide</i> and <i>Section 3.6.E.5</i> .
3.6.F.6	Other Requirements
	A Visa Meetings Card Issuer must comply with the referral rates specified in <i>Table 3-7</i> and <i>Table 3-8</i> for Visa Purchasing products.
3.6.F.7	Interchange Reimbursement Fee
	Commercial Visa Product Interchange Reimbursement Fees for Visa Purchasing Card Transactions apply to the Visa Meetings Card, as specified in Chapter 9, " <i>Fees and Charges</i> ."
3.6.G	Commercial Visa Prepaid Product Requirements
	A Commercial Visa Prepaid Product Issuer must comply with the:
	Visa Prepaid Card requirements specified in Section 3.5
	General Commercial Visa Product requirements specified in Section 3.6.A
3.7	Visa Commercial Solutions Data and Reporting Tools
	An Issuer wishing to participate in any of the Visa Commercial Solutions Data and Reporting Tools must comply with the requirements specified in:

- Section 1.12.Q of the Visa U.S.A. Inc. Operating Regulations
- Section 1.15.B.3 of the Visa U.S.A. Inc. Operating Regulations
- Visa Commercial Solutions Data and Reporting Tools Service Guide

# 3.8 Visa TravelMoney Issuers

This section applies to Issuers of Visa TravelMoney Cards. See the *Visa TravelMoney Product Guide* for detailed information about Member participation in the Visa TravelMoney Program.

## 3.8.A Participation Requirements

## 3.8.A.1 General

- **3.8.A.1.a** Issuer participation in the Visa TravelMoney Program is optional. To become an Issuer of Visa TravelMoney Cards, an Issuer must do **all** of the following:
- 3.8.A.1.b An Issuer may issue Visa TravelMoney Cards for value in one or more currencies.

## 3.8.A.3 Card Design

- **3.8.A.3.a** The Issuer must comply with the requirements specified in the:
  - Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) or
  - Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online

#### 3.8.A.4 Transaction Processing

**3.8.A.4.a** A Transaction completed with a Visa TravelMoney Card must:

- Originate at an ATM
- Be authorized as specified in Chapter 3, "Issuer Standards," and the appropriate VisaNet User's Manual
- Be PIN-verified

#### 3.8.A.5 Multiple Visa TravelMoney Cards

- **3.8.A.5.a** If multiple Visa TravelMoney Cards are issued to the Cardholder, each Visa TravelMoney Card has full access to the Visa TravelMoney funds.
- **3.8.A.5.b** If one or more Visa TravelMoney Cards are lost, the remaining cards still have access to funds.
- **3.8.A.5.c** If one or more Visa TravelMoney Cards are lost, stolen, or damaged, the cards can be replaced up to the total number of cards originally purchased.

## 3.8.A.6 Visa TravelMoney Charges

Visa assesses Visa TravelMoney charges to the Issuer, as specified in Chapter 9, "Fees and Charges."

# 3.9 MoneyChoices

This section specifies requirements for Issuers that participate in the MoneyChoices financial education program for Cardholders.

3.9.A Participation

## 3.9.A Participation

Participation in the MoneyChoices program is optional and at the sole discretion of Visa. Visa reserves the right to:

- Limit participation in the program
- Impose conditions on use
- Discontinue the program at any time

## 3.9.A.1 Participation Requirements

In order to participate in the MoneyChoices program, an Issuer must submit a subscription request and adhere to the program guidelines detailed in the *MoneyChoices User's Guide*. Further information is available from Visa U.S.A. upon request.

#### 3.9.A.2 Confidentiality

**3.9.A.2.a** The MoneyChoices Web Site is intended as an educational resource for Cardholders in need of financial planning or money-management skills. The information and materials provided through the Web Site are the property of Visa and are for the sole use of the Member in providing the MoneyChoices program to its Cardholders.

3.9.A.2.b A Member must **not** disclose MoneyChoices Web Site information or any other materials or information associated with the program to third parties, unless the Member obtains written permission from Visa.

#### 3.9.A.3 Compliance

Each Issuer bears the sole responsibility for compliance with all applicable laws and regulations.

# 3.10 VisaVue Service

This section specifies requirements for Issuers that participate in the VisaVue Service.

## 3.10.A VisaVue Service

#### 3.10.A.1 Overview

- 3.10.A.1.a The VisaVue Service provides operations and marketing reports, based on VisaNet transaction data, to assist an Issuer in managing the efficiency and profitability of its portfolio.
- **3.10.A.1.b** A Member may not use the VisaVue Service information provided by Visa for any other purpose, except as provided in the *Visa U.S.A. Inc. Operating Regulations*.

## 3.10.A.2 Participation

Participation in the VisaVue Service is optional and at the sole discretion of Visa. Visa reserves the right to:

- Limit participation in the service
- Impose conditions on use
- Discontinue the service at any time

## 3.10.A.3 Participation Agreement

In order to participate in the VisaVue Service, an Issuer must sign a VisaVue Service Participation Agreement. Further information is available from Visa U.S.A. upon request.

## 3.10.A.4 Disclosure

- 3.10.A.4.a The account information provided to an Issuer through the VisaVue Service is proprietary to Visa and may be disclosed only as specified in the VisaVue Service Participation Agreement.
- **3.10.A.4.b** VisaVue Service information must **not** be disclosed to third parties<sup>1</sup>, directly or indirectly, except as provided in the VisaVue Service Participation Agreement.
- **3.10.A.4.c** An Issuer must **not** disclose Account Numbers or any other Cardholder or Card-specific information associated with Transactions, to third parties, unless the:
  - Disclosure is required by law or
  - Issuer has notified the Cardholder in advance about the fact and nature of the proposed disclosure **and** given the Cardholder the opportunity to refuse to permit the disclosure

#### 3.10.A.5 Use of VisaVue Service Information

A Visa Issuer that intends to use the VisaVue Service information to target Cardholders for distribution of marketing material from third parties must:

- Notify the Cardholder that the Issuer uses and analyzes information obtained through the Cardholder's use of the Visa Card and from other sources and that the information may be used to market products and services from third parties, **and**
- Give the Cardholder the opportunity to be excluded from marketing mailing lists, both in advance of the mailings and thereafter

## 3.10.A.6 Compliance

Each Issuer bears the sole responsibility for compliance with all applicable laws and regulations.

<sup>&</sup>lt;sup>1</sup> "Third party," as used in Section 3.10.A means any person, real or corporate, other than the Issuer or a Cardholder.

3.11 POS Balance Inquiry Service

# 3.11 POS Balance Inquiry Service

This section specifies Issuer participation requirements for the POS Balance Inquiry Service.

# 3.12 Issuer Operational Standards

## 3.12.A Authorization Standards

## 3.12.A.1 General Requirements

An Issuer must:

- Provide Authorization services for all of its Cardholders, as specified in Chapter 6, "Operational Standards"
- Provide Authorization service 24 hours a day, 7 days a week
- Meet Assured Transaction Response standards specified in Section 3.12.A.3

## 3.12.A.2 Average Response Time Standard

An Issuer or its Authorizing Member (including V.I.P. Stand-In Processing) must respond to all Authorization Requests in an average time of 5 seconds or less during each calendar month.

## 3.12.A.3 Assured Transaction Response Standards

- **3.12.A.3.a** Visa monitors all Authorization Requests forwarded to the Issuer and ensures that each request receives a timely Authorization Response.
- **3.12.A.3.b** The maximum time limit for response to an Authorization Request to be received by the V.I.P. System from a Point-of-Transaction Terminal is:
  - 10 seconds without PIN data
  - 25 seconds with PIN data
- 3.12.A.3.c If the V.I.P. System does **not** receive an Authorization Response from an Issuer within the specified time limit, the V.I.P. System will respond on behalf of the Issuer, using Stand-In Processing.

## 3.12.A.4 Authorization Request Velocity Monitoring

- 3.12.A.4.a Visa monitors all Authorization Requests to ensure that the Transaction velocity for a single Account Number does not exceed a threshold that signifies potential fraud or may negatively impact Issuers' systems.
- 3.12.A.4.b If the number of Authorization Requests for a specific Account Number exceeds a pre-determined threshold and fails data edits, Visa will decline all subsequent Authorization Requests for that Account Number and send an advice to the Issuer.
- 3.12.A.4.c Visa will remove the block on the Account Number upon notification from the Issuer.
- 3.12.A.4.d See the appropriate *VisaNet User's Manual* for additional information about Stand-In Processing.

3.12.A.4.e If the V.I.P. System receives an Issuer Authorization Response after it has initiated Stand-In Processing, it will not forward the Issuer-generated Authorization Response to the Acquirer. The Visa-generated Authorization Response takes precedence over the Issuer's Authorization Response.

## 3.12.A.5 Referral Response Standards

- 3.12.A.5.a An Issuer must not
  - Send a Referral Response to an Authorization Request involving an Electronic Commerce Transaction
  - Exceed the monthly referral rate<sup>1</sup> listed in *Table 3-5* and *Table 3-6* for its Visa Consumer Card and Commercial Visa Product Program respectively in the specified Merchant Categories

Category	Visa Consumer Credit	Consumer Visa Check Card
Airlines	0.30%	0.50%
Lodging/Cruise Line Merchants	0.20%	0.15%
Car Rental Companies	0.20%	0.20%
All Merchants (including those listed above)	0.20%	0.20%

Table 3-5:	Maximum Monthly Referra	I Rates-Visa Consumer Card Programs
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Category	Visa Business	Visa Signature Business	Visa Corporate	Visa Purchasing
Airlines	0.30%	0.30%	0.20%	0.10%
Lodging/Cruise Line Merchants	0.10%	0.10%	0.10%	0.10%
Car Rental Companies	0.15%	0.15%	0.10%	0.10%
All Merchants (including those listed above)	0.20%	0.20%	0.15%	0.10%

<sup>&</sup>lt;sup>1</sup> The referral rate is the number of Referral Responses as a percentage of all Authorization Requests processed by an Issuer, excluding those processed by Stand-In Processing.

Table 3-7: Maximum Monthly Referral Rates for International Authorization Requests

#### 3.12.A.5.b If an Issuer replies with a Referral Response to an Authorization Request for a Mail/ Phone Order Transaction, the V.I.P. System:

- For a Transaction greater than \$100, forwards the Transaction to the Acquirer's Authorizing Processor **or**
- For a Transaction less than or equal to \$100, returns an "invalid response" code to the Issuer or its Authorizing Member

Upon receipt of the "invalid response" code, the Issuer may generate an Approval or Decline Response within the appropriate Authorization Response time limit.

If there is no Authorization Response within the appropriate time limit, Stand-In Processing generates an Approval or Decline Response, as specified in the Issuer's "Issuer Unavailable" Activity Limits.

**3.12.A.5.c** A Commercial Visa Product Issuer must not exceed the monthly referral rate<sup>1</sup> listed in *Table 3.6* for International Authorization Requests during each calendar month.

Card Type	Maximum Monthly Referral Rate
Visa Business	0.20%
Visa Signature Business	0.20%
Visa Corporate	0.15%
Visa Purchasing	0.10%

Table 3-7: Maximum Monthly Referral Rates for International Authorization Requests

<sup>&</sup>lt;sup>1</sup> The referral rate is the number of Referral Responses as a percentage of all Authorization Requests processed by the Issuer, excluding those processed by Stand-In Processing.

## 3.12.A.6 Approval Rate Standards

An Issuer must maintain the minimum monthly approval rate<sup>1</sup> listed in *Table 3-8* and *Table 3-9* for its Visa Program in the specified categories.

## **Table 3-8:** Minimum Monthly Approval Rates-Visa Consumer Card Programs

Category	Visa Traditional	Visa Signature, and Visa Signature Preferred	Consumer Visa Check Card
Airlines/Car Rentals	92.0%	99.0%	92.0%
Lodging/Cruise Line Merchants	95.0%	99.0%	95.0%
Manual Cash Disbursements	Not Applicable	95.0%	Not Applicable
All Merchants (including those listed above)	95.0%	99.0%	95.0%

#### **Table 3-9:** Minimum Monthly Approval Rates-Commercial Visa Products

Category	Visa Business	Visa Signature Business	Visa Corporate	Visa Purchasing
Airlines/Car Rentals	96.0%	99.0%	98.0%	Not Applicable
Lodging/Cruise Line Merchants	97.0%	99.0%	98.0%	Not Applicable
Manual Cash Disbursements	Not Applicable	Not Applicable	Not Applicable	Not Applicable
All Merchants (including those listed above)	96.0%	99.0%	98.0%	Not Applicable

<sup>&</sup>lt;sup>1</sup> The approval rate is the number of Positive Responses as a percentage of all Authorization Requests processed.

3.12.A.7 Authorization Limits

## 3.12.A.7 Authorization Limits

A Commercial Visa Product Issuer must apply minimum Issuer Limits for International Authorization Requests, as specified in the appropriate *VisaNet User's Manuals*.

#### 3.12.A.8 Automated Referral Service

An Issuer must be capable of receiving and immediately responding to Automated Referral Service inquiries, as specified in Chapter 6, "*Operational Standards*."

## 3.12.A.9 Procedures for Point-of-Transaction Terminals

Stand-In Processing issues the Referral/Activity Default Response specified by the Issuer to an Authorization Request from a Point-of-Transaction Terminal when **all** of the following are true:

- Either a Referral Response is indicated on the Exception File or Stand-In Processing generated a Referral Response because the Transaction exceeds the Activity File Parameters
- Transaction amount is \$X or less
- Issuer's Authorizing Member is not available to process the request
- Transaction is not a Mail/Phone Order
- Transaction is not completed at a High Risk Merchant

## 3.12.B Chip Card Issuers

This section applies to Issuers of Chip Cards bearing the Visa Flag Symbol or Visa Brand Mark.

#### 3.12.B.1 Overview

# 3.12.B.1.a All new Visa Chip programs, initiated on or after January 1, 2001, must be compliant with both:

- EMV Integrated Circuit Card Specifications for Payment Systems
- Visa Integrated Circuit Card Specifications
- 3.12.B.1.b All Visa Smart Payment programs must be EMV- and VIS-Compliant.
- 3.12.B.1.c Non-compliant Cards issued through December 31, 1999 may be non-compliant until they expire. Non-compliant Cards issued on or after January 1, 2000 must expire no later than December 31, 2005.

3.12.B.1.d	Chip Cards bearing the Visa Flag Symbol or Visa Brand Mark must comply with the following, as applicable:
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>
	<ul> <li>Chapter 10, "Card &amp; Marks Specifications (Effective through June 30, 2011)" (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Chapter 10A, "Visa Brand Mark &amp; Card Standards" (for Cards bearing the Visa Brand Mark)</li> </ul>
3.12.B.1.e	Chip Cards bearing the Visa Cash Symbol must comply with Visa International Operating Regulations, Volume I—General Rules and Visa International Operating Regulations, Volume V—Visa Cash Program Operating Regulations.
3.12.B.2	General Requirements
3.12.B.2.a	An Issuer must define the Payment Application options for its Visa Smart Payment program.
3.12.B.2.b	An Issuer may store information on a Chip, as permitted by local law, and as specified in the <i>Visa U.S.A. Inc. Operating Regulations</i> .
3.12.B.2.c	A single Issuer must be designated and identified to a Cardholder as the Issuer of the Chip Card.
3.12.B.2.d	An Issuer must ensure that the Visa Public Keys used for the Visa Payment Application are used solely for that purpose.
3.12.B.3	Authorization Requirements
	Authorization requirements for Chip-initiated Transactions are specified in Section 3.12.A.2.
3.12.B.4	Expiration Date Requirements
	Expiration date requirements for Chip Cards are specified in Section 3.2.B.
3.12.B.5	Cardholder Verification Method
3.12.B.5.a	A Chip Card Issuer must ensure that the Cardholder Verification Method preferences are communicated by the Chip Cardholder Verification Method List to the Chip-Reading Device at the Point-of-Transaction.
3.12.B.5.b	Chip-initiated Online and offline PIN Verification have the same validity as Magnetic Stripe-initiated Online PIN Verification.

## 3.12.B.6 Cardholder Account Selection

3.12.B.5.c	If the Cardholder Verification Method List is specified, the Issuer of a Chip Card containing a Visa Smart Payment Application must:
	Include "Signature"
	Include "Online PIN"
	Define "No Cardholder Verification Method required" as the last option
	<ul> <li>For a Chip-initiated Manual Cash Disbursement Transaction, define "Signature" as a secondary Cardholder Verification Method</li> </ul>
3.12.B.5.d	If the Cardholder Verification Method List is specified, the Issuer of a Chip Card containing a Visa Smart Payment Application must <b>not</b> define "PIN always" as the only option.
3.12.B.6	Cardholder Account Selection
	This section governs Issuer requirements for Cardholder account selection for a Card bearing a Visa Smart Payment Application.
3.12.B.6.a	The Visa Payment Application may provide access to more than one account.
3.12.B.6.b	An Issuer of a Chip Card must:
	<ul> <li>Allow a Cardholder to select the service and account to be used for a Transaction, as permitted by local law, and as specified in the Visa U.S.A. Inc. Operating Regulations.</li> </ul>
	<ul> <li>Designate an Account Number for each account accessed by a Visa Smart Payment Application. In addition:</li> </ul>
	- The Chip may contain multiple Account Numbers
	- The Visa Payment Application may provide access to more than one account
	<ul> <li>Specify an alphanumeric name for each funding account facilitated by the Visa Smart Payment Application when the Chip provides access to more than one account, as specified in the Visa Integrated Circuit Card Specifications.</li> </ul>
3.12.B.6.c	To assist Cardholder account selection, the Issuer of a Chip Card may establish account priorities determining the order in which accounts are displayed or reviewed by the Chip-Reading Device. The designated primary Account Number <b>must</b> be the same as the Account Number that is encoded in the Magnetic Stripe and embossed or printed on the front of the Card.
3.12.B.7	Post-Issuance Updates
3.12.B.7.a	An Issuer may process Post-Issuance Updates to a Chip Card used to facilitate a Visa Smart Payment Application, as specified in the Visa Integrated Circuit Card Specifications and the Visa U.S.A. Inc. Operating Regulations.
3.12.B.7.b	Post-Issuance Updates to a Chip Card containing a Visa Payment Application must be controlled exclusively by the Issuer.

3.12.B.7.c	Post-Issuance Updates must not adversely impact the Transaction completion time
	at a Point-of-Transaction Terminal or an ATM.

**3.12.B.7.d** Post-Issuance Application Load of a proprietary ATM application that supports Plus requires the addition of the Plus Symbol at the time of Card reissuance. Card reissuance must occur within 5 years of the Post-Issuance Application Load.

## 3.12.B.8 Issuer Liability

An Issuer is responsible and liable for the parameter values and processing options contained in the Visa Smart Payment Application.

## 3.12.C **PIN Requirements**

## 3.12.C.1 General Participation Requirements

## 3.12.C.1.a An Issuer must:

- Comply with the Payment Technology Standards Manual
- Successfully complete certification testing to demonstrate its capability to perform PIN Verification, or designate Visa to perform this function
- Issue a PIN to each Cardholder for use with his/her Visa Card<sup>1</sup>. A Visa Traditional and Classic Visa Check Card Issuer has complied with this requirement if the Issuer notifies its Cardholders that they may:
  - Select their own PIN or
  - Request that a PIN be issued
- Notify each of its Cardholders of the availability of PINs and the Visa ATM Network. Issuers of the following Card products must provide this notification annually to all active accounts:
  - Visa Check Card
  - Visa Signature
  - Visa Signature Preferred
- Ensure the security of the PIN
- Select V.I.P. System Issuer options pertaining to a Transaction for which a PIN is used
- 3.12.C.1.b A Commercial Visa Product Issuer must comply with the participation requirements in Section 3.12.C if it participates in the Visa ATM Network, as specified in Section 3.14.A.2.

<sup>&</sup>lt;sup>1</sup> For certain types of Visa Prepaid Card products, an Issuer may, upon prior written approval from Visa, elect not to offer PINs.

3.12.C.2 Visa Signature, Visa Signature Preferred, and Visa Infinite Issuer Requirements

3.12.C.1.c	A Visa Card Issuer may use all valid Service Codes, including X on the Magnetic Stripe of a Visa Card and the applicable Cardholder Verification Method on a Chip Card to communicate its PIN requirements at the Point-of-Transaction, as specified in the:
	Payment Technology Standards Manual or
	<ul> <li>EMV Integrated Circuit Card Specifications for Payment Systems and the Visa Integrated Circuit Card Specifications</li> </ul>
3.12.C.2	Visa Signature, Visa Signature Preferred, and Visa Infinite Issuer Requirements
	An Issuer must comply with this section within one year of issuing one of the following Card products to a new Cardholder:
	Visa Signature
	Visa Signature Preferred
3.12.C.2.a	An Issuer whose internal systems support customer PIN selection must <b>offer</b> the availability of PINs to all of its Cardholders, unless prohibited by applicable law.
3.12.C.2.b	An Issuer whose internal systems do <b>not</b> support customer PIN selection must <b>issue</b> PINs to all of its Cardholders, unless prohibited by applicable law. Notifying Cardholders that a PIN is available upon request does <b>not</b> satisfy this requirement.
3.12.C.4	Variances
	The Board may grant variances to Section 3.12.C.1.a and Section 3.12.C.2, if a Member cannot comply due to technical or regulatory reasons.
	An Issuer that is denied a variance may appeal the decision to the International Board.
3.12.D	PIN Verification Procedures
3.12.D.1	Overview
3.12.D.1.a	An Issuer may, at its option, provide PIN Verification for each Transaction by itself, through its Authorizing Processor, or using the Visa PIN Verification Service.
3.12.D.1.b	A participating Issuer must comply with requirements for PIN processing specified in the <i>Payment Technology Standards Manual</i> .
3.12.D.2	PIN Verification Requirements
3.12.D.2.a	If the Issuer performs PIN Verification itself or through its Authorizing Processor, the Issuer must install a direct computer interface to the V.I.P. System.
3.12.D.2.b	If the Issuer uses the PIN Verification Service, the Issuer must:
	<ul> <li>Encode the PIN Verification Field on the Magnetic Stripe, and for Cards containing a Chip, both the Magnetic Stripe and Chip, or</li> </ul>
	Ensure that the PIN Verification Value resides on the PIN Verification Value File

3.12.D.2.c	If the Issuer does not require Stand-In Processing to verify PINs, the Issuer need not
	encode PIN Verification data on the Magnetic Stripe or Chip.

3.12.D.2.d PIN Verification is required for **all** ATM Transactions

## 3.12.E Address Verification Service

## 3.12.E.1 Participation Requirements

- 3.12.E.1.a An Issuer must:
  - Participate in the Address Verification Service, as specified in the appropriate *VisaNet User's Manual.*
  - Perform address verification for each Address Verification Service inquiry
- **3.12.E.1.b** The Issuer may perform address verification itself, or use an applicable option specified in the appropriate *VisaNet User's Manual.*
- 3.12.E.1.c An Issuer that performs its own address verification must use the Address Verification Service algorithm.

## 3.12.E.2 Address Verification Service Standards

An Issuer must **not** exceed the Address Verification Service partial-match response rate of 13 percent.<sup>1</sup>

## 3.12.F Partial Authorizations

## 3.12.F.1 Participation Requirements

- 3.12.F.1.a A Visa Prepaid Card Issuer and its VisaNet Processor must support Partial Authorization Responses, as specified in *Section 3.5.C.3.b* and in the appropriate *V.I.P. System User's Manual.*
- 3.12.F.1.b An Issuer, other than a Visa Prepaid Card Issuer, and its VisaNet Processor may optionally support Partial Authorization Responses, as specified in the appropriate *V.I.P. System User's Manual.*
- 3.12.F.1.c An Issuer that participates in the Partial Authorization service that receives an Authorization reversal must release any applicable hold on available funds in its Cardholder's account within one business day from the date the Issuer received the Authorization reversal.

This requirement does not apply if the Issuer determines that the Transaction or account involves suspicious or unusual activity.

<sup>&</sup>lt;sup>1</sup> The Address Verification Service partial-match response rate is the number of partial-match responses (i.e., responses other than "Y," "N," or "U") as a percentage of all responses.

3.12.G Preauthorized Payment Cancellation Service

## 3.12.G Preauthorized Payment Cancellation Service

3.12.G.1	Participation Requirements
3.12.G.1.a	Issuer participation in the Preauthorized Payment Cancellation Service is optional and at the sole discretion of Visa. Visa reserves the right to:
	Limit participation in the service
	Impose conditions on its use
	Discontinue the service at any time
3.12.G.1.b	In order to participate in the Preauthorized Payment Cancellation Service, a Visa Card Issuer must adhere to Preauthorized Payment Cancellation Service requirements specified in the appropriate <i>VisaNet User's Manual</i> .
3.12.G.1.c	A participating Visa Card Issuer must:
	<ul> <li>Correctly specify the type of stop payment order</li> </ul>
	<ul> <li>Provide complete and accurate information pertaining to the stop payment order</li> </ul>
	Keep stop payment order information current in the Cardholder database
3.12.H	Visa Account Updater
3.12.H.1	Overview
	An Issuer may, at its option, participate in the Visa Account Updater, as specified in <i>Section 6.2.G</i> .
3.12.H.2	Issuer Responsibilities
3.12.H.2.a	A participating Issuer must comply with the Visa Account Updater requirements specified in the Visa Account Updater Terms of Use.
3.12.H.2.b	A participating Issuer must provide updated Cardholder account information to the Visa Account Updater, including, but not limited to:
	New Account Number

• New Card expiration date

# 3.12.I Cash Disbursements

## 3.12.I.1 Minimum Manual Cash Disbursement Amount

An Issuer must not establish a minimum Manual Cash Disbursement amount.

#### 3.12.I.2 Cash Disbursement Fees

The Issuer may assess a Cash Disbursement fee or set-up charge to its Cardholders, as permitted by local law.

## 3.12.J Exception Processing

#### 3.12.J.1 Chargeback Rate

An Issuer must **not** exceed the Chargeback rate<sup>1</sup> of 0.17 percent for its Consumer Visa Product or Commercial Visa Product program.

#### 3.12.J.2 Representment Rate

An Issuer must **not** exceed the Representment rate<sup>2</sup> of 42 percent for its Consumer Visa Product or Commercial Visa Product program.

#### 3.12.J.3 Chargeback Rights

- 3.12.J.3.a An Issuer must **not** charge back a Manual Cash Disbursement that exceeds \$X, except for the following reasons:
- 3.12.J.3.b The Issuer may, within 180 calendar days of the Central Processing Date, request Compliance, limited to:
  - Whether the Transaction was authorized through the V.I.P. System or
  - Whether the Acquirer's failure to provide the requested copy of a signed, imprinted, and legible Cash Disbursement Draft or Transaction Record in a timely manner resulted in any loss to the Issuer

## 3.12.K Clearing and Settlement Standards

#### 3.12.K.1 General Requirements

An Issuer or its Clearing Processor must perform Clearing and Settlement functions, as specified in Chapter 6, "*Operational Standards*," and the applicable *VisaNet User's Manual.* 

<sup>&</sup>lt;sup>1</sup> The Chargeback rate is the number of Chargebacks exercised as a percentage of all Sales Drafts received.

<sup>&</sup>lt;sup>2</sup> The Representment rate is the number of Representments received as a percentage of all Chargebacks processed.

3.12.K.2 Retrieval Request Rate Standards

## 3.12.K.2 Retrieval Request Rate Standards

An Issuer must **not** exceed the monthly Retrieval Request rate<sup>1</sup> specified for each of its respective programs in *Table 3-11*.

Merchant Category	All Visa Cards
Airlines/Car Rental Companies	0.25%
Lodging/Cruise Line Merchants	0.15%
Department Stores	0.25%
Mass Merchandisers	0.15%
Gas and Convenience Stores	0.25%
Direct Marketing Catalog Merchants	0.07%
Direct Marketing Combination Catalog and Retail Merchants	0.06%
Direct Marketing Outbound Telemarketing Merchants	0.40%
Direct Marketing Inbound Teleservices Merchants	0.20%
Direct Marketing Continuity/Subscription Merchants	0.15%
Direct Marketing Insurance Services Merchants	0.05%
All Merchants (including those listed above)	0.17%

**Table 3-11:** Issuer Monthly Retrieval Request Rate Standards

**3.12.K.2.a** An Issuer must **not** exceed the monthly rate<sup>2</sup> of 0.016 percent for Retrieval Requests for copy bearing signature.

## 3.12.L Risk Management and Security

Each Issuer must comply with Chapter 2, "Risk Management & Security."

<sup>&</sup>lt;sup>1</sup> The Retrieval Request rate is defined as the number of requested Transaction Receipts as a percentage of the total number of Transactions received by the Issuer.

<sup>&</sup>lt;sup>2</sup> Defined as the combined total of Retrieval Requests for "request for copy bearing signature," Reason Code 28, and "request for legal process or fraud analysis," Reason Code 33, as a percentage of the total number of Transactions for each month.

# 3.13 Visa Secure Electronic Commerce

## 3.13.A General Participation Requirements

A Member that participates in Visa Secure Electronic Commerce must:

- Use an Authentication Mechanism
- Comply with Visa-established policies, procedures, operating requirements, and standards specified in the 3-D Secure: Implementation Guide—Issuer manual

## 3.13.A.1 Program Implementation

A participating Member must:

- Complete the enrollment process
- Obtain permission from its Principal-Type Member (if the Member is a Sponsored Member)
- As applicable, implement product security measures in accordance with Certification Authority and Payment Gateway, or 3-D Secure Specification standard requirements

## 3.13.A.2 3-D Secure Authentication Attempts

If an Issuer does not implement the 3-D Secure Specification, Visa will provide an Attempt Response that contains a Cardholder Authentication Verification Value (CAVV) on behalf of the Issuer, as specified in *Section 3.13.B.2*, in response to an Authentication Request from a 3-D Secure Merchant.

Visa assesses a fee to an Issuer for providing a Cardholder Authentication Verification Value on its behalf. Fee information is available from Visa upon request.

#### 3.13.A.3 Authentication Methods

Authentication Methods are available to Members for all Visa Card products linked to an account established by an Issuer, as specified in the *3-D Secure: Implementation Guide—Issuer* manual

## 3.13.A.4 Use of a Visa-Linked Digital Certificate

A Member must not use a Digital Certificate issued by or associated with Visa as an Authentication Mechanism for a non-Visa product or service, unless prior written approval has been obtained from Visa.

## 3.13.B Issuer Participation Requirements for 3-D Secure Specification

3.13.B.1	General Requirements
3.13.B.1.a	An Issuer that participates in 3-D Secure must comply with <i>Section 3.13</i> and the <i>3-D Secure: Implementation Guide—Issuer</i> manual
3.13.B.1.b	A participating Issuer may:
	Use the Visa 3-D Secure Services
	Obtain software from a Visa-approved vendor
	Contract with a Visa-approved third party
	Develop its own service
3.13.B.1.c	A participating Issuer must provide Cardholder authentication that functions across multiple Cardholder Access Devices.
3.13.B.2	3-D Secure Processing Requirements
3.13.B.2.a	An Issuer must:
	<ul> <li>Provide a unique authentication response to each Authentication Request received from a participating 3-D Secure Merchant</li> </ul>
	<ul> <li>Include a Cardholder Authentication Verification Value (CAVV) in the following responses to an Authentication Request:</li> </ul>
	- Authentication Confirmation
	- Attempt Response
	For an Attempt Response, Visa may provide a CAVV on behalf of an Issuer, and subsequently validate the CAVV at Authorization. See the 3-D Secure: <i>Implementation Guide—Issuer</i> manual for more information.
	<ul> <li>Provide Visa with its Cardholder Authentication Verification Value keys for Stand-In-Processing</li> </ul>
	Validate the Cardholder Authentication Verification Value during Authorization
3.13.B.2.b	An Issuer may respond to an Authentication Request with an Unable to Authenticate Response only under one or more of the following conditions:
	The Issuer experiences technical problems that prevent a timely response
	<ul> <li>Authentication data received from the Merchant does not comply with the 3-D Secure Specification</li> </ul>
	The Transaction is received from a New Channel not supported by the Issuer
	The Transaction is attempted with a Visa Commercial Card
	<ul> <li>The Transaction is attempted with a Card where the Cardholder is anonymous, such as a Visa Gift Card</li> </ul>

3.13.B.2.c An Issuer must: Retain a log of all Authentication Requests and Authentication Records Upon request, provide the log to Visa for Arbitration or Compliance case processing. Submit a copy of all 3-D Secure Authentication Records to the Authentication History Server maintained by Visa. Authentication Records include: - Attempt Responses - Authentication Confirmations Authentication Denials - Unable to Authenticate Responses 3.13.B.3 **Authentication Approval Performance Standard** A participating Issuer must maintain a monthly 3-D Secure authentication approval 3.13.B.3.a rate of 95%, as specified in the 3-D Secure Issuer Implementation Guide. 3.13.B.3.b This performance requirement does not apply to Transactions involving an attempted 3-D Secure authentication, where either the Cardholder or Issuer was not a 3-D Secure participant. 3.13.B.4 Use of Verified by Visa Mark 3.13.B.4.a An Issuer that uses the Verified by Visa Mark must ensure that **both**: • Its 3-D Secure components have successfully met the requirements of the Visa 3-D Secure Vendor Compliance Testing Program · The Issuer purchase authentication page complies with the layout requirements for data elements and the Verified by Visa Mark outlined in the: - Verified by Visa Member Brand Identity Guidelines and the Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) or - the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online

3.14 Visa ATM Network Requirements

# 3.14 Visa ATM Network Requirements

This section specifies Issuer requirements relating to the Visa ATM Network. An Issuer that is required to participate in the Visa ATM Network must comply with the Visa U.S.A. Inc. Operating Regulations, Payment Technology Standards Manual, and the applicable VisaNet User's Manual.

## 3.14.A Participation

## 3.14.A.1 Visa Consumer Card Issuer Requirements

- 3.14.A.1.a A Visa Consumer Card Issuer must participate in the Visa ATM Network.<sup>1</sup>, <sup>2</sup>
- 3.14.A.1.b A Visa Consumer Card Issuer must:
  - Send an original, signed copy of the *Issuer Option Selection Form* (available from Visa) indicating the Issuer's decision to participate, its processing options, and its working keys to Visa so that it is received no later than 45 calendar days before implementation, **and**
  - Correctly encode the Magnetic Stripe on the Card, as specified in the *Payment Technology Standards Manual*
  - For Cards containing a Chip, also correctly program the Chip on the Card, as specified in the appropriate *VisaNet User's Manual*
- 3.14.A.1.c The Issuer must be available to approve ATM Transactions 24 hours a day, 7 days a week.
- 3.14.A.1.d See Section 3.14.H and Section 3.14.I for additional Issuer requirements.

#### 3.14.A.2 Commercial Visa Product Participation Requirements

If requested by the subscribing company, a Visa Business or Visa Corporate Issuer must participate in the Visa ATM Network by complying with the Visa Consumer Card Issuer requirements specified in *Section 3.14.A.1*, and Classic Visa Check Card requirements specified in *Section 3.14.H.* A Visa Purchasing Issuer may participate in the Visa ATM Network by complying with the Classic Visa Check Card Issuer requirements in *Section 3.14.A.1* and *Section 3.14.H.* 

## 3.14.B Other Requirements

## 3.14.C Fee for ATM Cash Disbursements

An Issuer must pay an Interchange Reimbursement Fee for each ATM Cash Disbursement, as specified in *Section 9.5.G.3.* 

<sup>&</sup>lt;sup>1</sup> For certain types of Visa Prepaid Card products, an Issuer may, upon prior written approval from Visa, elect not to participate in the Visa ATM Network.

<sup>&</sup>lt;sup>2</sup> An Issuer of Visa Prepaid Gift Card products must decline ATM Cash Disbursement on Non-Reloadable Cards as specified in Section 3.5.J.1.b.

## 3.14.E Balance Inquiry and Account Transfer Fees

An Issuer must pay a fee for each Balance Inquiry or account transfer transaction, as specified in *Section 9.7.K.2*.

## 3.14.F Account Selection at ATM

An Issuer must **not** change the account selected by the Cardholder at the ATM when approving an Authorization Request.

## 3.14.G Referral Responses

An Issuer must **not** generate a Referral Response to an Authorization Request from an ATM.

## 3.14.I Stand-In Processing for ATM Transactions

#### 3.14.I.1 Visa Signature and Visa Signature Preferred, Issuers

An Issuer must comply with this section, in addition to *Section 3.14.A*, if it issues the following Card products:

- Visa Signature
- Visa Signature Preferred

#### 3.14.I.2 Stand-In Limits

If the Issuer is unavailable and has not established stand-in limits, the V.I.P. System will authorize up to \$X per day per account, using Stand-In Processing and the PIN Verification Service.

## 3.14.J Plus Program

An Issuer may participate in the Plus Program by becoming a member of Plus System, Inc. and issuing Plus Cards, as specified in the *Plus System, Inc. Bylaws and Operating Regulations*.

# 3.15 Customer Support Services

This section specifies Cardholder services offered by Visa U.S.A., including:

- Global Customer Assistance Services
- Visa Card Enhancements
- Travelers Cheque Global Refund Service
- Visa TravelMoney Card Customer Service

## 3.15.A Global Customer Assistance Services

## 3.15.A.1 Overview

- **3.15.A.1.a** The Global Customer Assistance Services consist of the following customer and emergency assistance services for Cardholders traveling away from home:
  - Lost/Stolen Card Reporting
  - Emergency Cash Disbursement
  - Emergency Card Replacement
  - Cardholder Inquiry Service
- 3.15.A.1.bAn Issuer must provide Global Customer Assistance Services as specified in the Visa<br/>Enhancements Resource Guide. An Issuer may provide Global Customer Assistance<br/>Services itself, through an Agent, or through the Visa Customer Care Services.
- 3.15.A.1.c Participation requirements by Card type and complete descriptions for these services are detailed in the *Visa Enhancements Resource Guide* which is available from Visa U.S.A. upon request.
- 3.15.A.1.d Visa U.S.A. assesses fees to Members for the various Global Customer Assistance Services it provides. Information about the fees is specified in the Visa U.S.A. Pricing Directory and the Visa Enhancements Resource Guide which is available upon request.

#### 3.15.A.2 Visa Customer Care Services

The Visa Customer Care Services is a call center that provides core and optional benefit services, including Global Customer Assistance Services, to all Visa Cardholders while traveling, and also acts as a gateway to other services. Visa Customer Care Services is located in the U.S.A. and available 24 hours a day, 7 days a week. Detailed information about all the services available through the Visa Customer Care Services is provided in the *Visa Enhancements Resource Guide*.

- 3.15.A.3 Member Handling Fees
- 3.15.A.3.a A Member or Emergency Service Location that provides an Emergency Replacement Card or Emergency Cash Disbursement to an Eligible Cardholder may collect a handling fee from the Issuer, as specified in *Section 9.6.C*.
- **3.15.A.3.b** Visa U.S.A. may reimburse the Issuer for this handling fee.

## 3.15.B Visa Card Enhancements

## 3.15.B.1 Visa Card Core and Optional Enhancement Services

Visa U.S.A. provides various card enhancement product support services to Visa Cardholders. Complete descriptions, all associated fees, and Member requirements for participation in the services are specified in the *Visa Enhancements Resource Guide*. Except as noted, Visa U.S.A. provides core enhancement services at no charge to the Issuer. Optional services may be purchased from Visa U.S.A., as specified in the *Visa Enhancements Resource Guide*. Issuers are required to offer all core services to their Cardholders.

## 3.15.C Travelers Cheque Global Refund Service

An Issuer must provide an Emergency Cheque Refund to a Cheque purchaser upon authorization from the Global Refund Service.

#### 3.15.C.1 Member Responsibilities

When the Global Refund Service authorizes a Member to make an Emergency Cash Disbursement refund to a Cheque purchaser, the Member location must:

- Verify the identity of the purchaser and
- Provide an Emergency Cheque Refund of up to \$2,000 in the form of a Manual Cash Disbursement

#### 3.15.C.2 Global Refund Service Responsibilities

- **3.15.C.2.a** The Global Refund Service contacts a Member in advance to arrange for the Emergency Cheque Refund.
- **3.15.C.2.b** The Global Refund Service provides the Emergency Refund Location with the following information:
  - Account Number
  - Purchaser name
  - Refund claim number
  - Cash Disbursement amount
  - Authorization Code

3.15.C.3 Emergency Refund Location Responsibilities

#### 3.15.C.3 Emergency Refund Location Responsibilities

When making an Emergency Cheque Refund, an Emergency Refund Location must verify the identity of the Cheque purchaser by comparing the refund claim number provided by the Global Refund Service to the one given by the Cheque purchaser.

- **3.15.C.3.a** If the refund claim numbers match, the Emergency Refund Location must comply with both of the following:
  - Complete a Cash Disbursement Transaction Receipt with the:
    - Account Number
    - Purchaser name
    - Words "Emergency TC Refund" in the space designated for the Cardholder's street address
    - Refund claim number in the space designated for the Cardholder's identification
    - Amount of the Emergency Cheque Refund, plus \$25 for the refund handling fee, as specified in Chapter 9, "Fees and Charges"
    - Date
    - Authorization Code provided by the Global Refund Service
    - The Member's name and location information
    - Cheque purchaser's signature in the space designated for the Cardholder's signature
  - Process the Emergency Cheque Refund in the same manner as a Manual Cash Disbursement:
    - At face value and
    - With no fees or charges to the Cheque purchaser, unless required by applicable law
- 3.15.C.3.b Visa U.S.A. guarantees reimbursement of the Manual Cash Disbursement amount to the Emergency Refund Center if the above requirements are met. If the refund claim number does not match, the Emergency Refund Location must contact the Global Refund Service for instructions (see the *Global Refund Service (GRS) Visa Travelers Cheque Contact Information (Exhibit GG)*).

## 3.15.C.4 Fees

- **3.15.C.4.a** The Emergency Refund Location collects the \$25 refund handling fee from the Issuer, as specified in *Section 3.15.C.3.a*.
- **3.15.C.4.b** The handling fee is included in the total recorded on a Cash Disbursement Transaction Receipt.

# 4.1 Introduction

This chapter specifies requirements for Acquirers with respect to Merchant Agreements, Authorizations, performance standards, Cash Disbursements, Custom Payment Services, and Interchange Reimbursement Fees.

# 4.2 General Requirements

## 4.2.A Responsibility for Visa Transactions

## 4.2.A.1 Acquirer Responsibilities

- **4.2.A.1.a** An Acquirer is responsible for Visa Transactions it submits into Interchange including, but not limited to, any Transaction properly charged back by an Issuer, regardless of its ability to return the Transaction to the Merchant for any reason.
- **4.2.A.1.b** An Acquirer that receives notice, or otherwise becomes aware, of the potential or actual bankruptcy of, or any regulatory proceedings involving, one of its Merchants, must:
  - Monitor those proceedings in order to ensure that no legal relief is being sought that would interfere with the Chargeback process
  - If such relief is being sought, to the best of its ability, oppose that relief
  - Notify Visa U.S.A. as soon as possible but no later than close of business on the next business day following such discovery
- **4.2.A.1.c** An Acquirer must comply with the Anti-Money Laundering Program requirements, as specified in *Section 1.3*.

#### 4.2.A.2 Fines and Penalties

An Acquirer that fails to comply with the requirements of *Section 4.2.A.1* is subject to the fines and penalties specified in *Section 1.7.D*.

## 4.2.B Jurisdiction

#### 4.2.B.1 General Requirements

**4.2.B.1.a** An Acquirer may only sign Merchant Outlets located within the U.S. and its territories, unless it has the jurisdictional right to also include non-U.S. Merchant Outlets in a Merchant Agreement, as specified in the *Visa International By-Laws* or *Section 4.2.B.1.b.* 

4.2.B.2 Electronic Commerce—Merchant Outlet Location

4.2.B.1.b	An Acquirer may sign a Merchant Outlet if the Merchant Outlet is one of the following:
	<ul> <li>Located on a U.S. military base overseas</li> </ul>
	<ul> <li>A U.S. embassy or consulate in foreign territory</li> </ul>
	• An International Airline, as specified in <i>Section 4.2.D.6</i> and the <i>Visa International Operating Regulations, Volume I—General Rules</i>
	<ul> <li>Located in the Canada Region and the resulting Transactions are:</li> </ul>
	<ul> <li>Mail/Phone Order Transactions or Electronic Commerce Transactions initiated by U.S. Cardholders and</li> </ul>
	- Advertised and processed in U.S. dollars
4.2.B.1.c	An Acquirer that signs a Merchant Outlet outside the 50 United States and District of Columbia, as specified in the <i>Visa International By-Laws</i> , must within 60 calendar days of signing that outlet, notify Visa U.S.A. Membership Management of at least the following:
	Merchant name
	Merchant location
	Estimated annual sales volume
4.2.B.1.d	To determine jurisdictional rights for a prospective electronic commerce or mail/phone order Merchant Outlet, an Acquirer must use the criteria specified in <i>Section 4.2.B.2</i> or <i>Section 4.2.B.3</i> .
4.2.B.2 El	lectronic Commerce—Merchant Outlet Location
4.2.B.2.a	A Merchant Outlet location for an Electronic Commerce Merchant or a Sponsored Merchant of an Internet Payment Service Provider is the country where <b>all</b> of the following occur:
	There is a Permanent Establishment through which Transactions are completed
	<ul> <li>The Merchant holds a valid business license for the Merchant Outlet</li> </ul>
	<ul> <li>The Merchant has a local address for correspondence and judicial process<sup>1</sup></li> </ul>
	<ul> <li>The Merchant Outlet pays taxes relating to the sales activity</li> </ul>
4.2.B.2.b	For a Merchant that provides only digital goods, the Merchant Outlet is deemed to be located in the country where the principals of the company work.
4.2.B.2.c	An Acquirer soliciting Merchant applications must list the Merchant domicile requirements on its Web Site. The domicile requirements must be those permitted by the Acquirer's jurisdictional rights, as specified in <i>Section 4.2.B.1</i> , and the <i>Visa International By-Laws</i> , Chapter 1, <i>Section 2.10</i> .

<sup>1</sup> A Post office box or mail forwarding address does **not** meet this requirement

4.2.B.3	Mail/Phone Order—Merchant Outlet Location
	A Merchant Outlet location for a Mail/Phone Merchant is the country where all of the following occur:
	<ul> <li>There is a Permanent Establishment through which Transactions are completed</li> </ul>
	<ul> <li>The Merchant holds a valid business license for the Merchant Outlet</li> </ul>
	<ul> <li>The Merchant has a local address for correspondence and judicial process<sup>1</sup></li> </ul>
	<ul> <li>The Merchant Outlet pays taxes relating to the sales activity</li> </ul>
4.2.B.4	Visa Determination of Merchant Outlet Location
4.2.B.4.a	Visa may determine the country of a Merchant Outlet and an Acquirer's ability to contract with it, based on both:
	<ul> <li>An evaluation the Merchant's business structure</li> </ul>
	Any other available information
4.2.B.4.b	If Visa renders a decision on the country location, the decision is final.
4.2.C	Merchant Agreement Requirements
4.2.C.1	Merchant Agreement
4.2.C.1.a	An Acquirer must have a Merchant Agreement with each of its Merchants.
4.2.C.1.b	An Acquirer may <b>only</b> accept Transaction Receipts from a Merchant with which it has a valid Merchant Agreement.
4.2.C.1.c	The Acquirer must ensure that the Merchant complies with the applicable sections of the:
	Visa U.S.A. Inc. Operating Regulations and
	Visa International Operating Regulations
4.2.C.1.d	For each new Merchant, the Merchant Agreement must clearly:
	<ul> <li>Specify the Limited Acceptance options and the Merchant's election, if any, of one of those options</li> </ul>
	<ul> <li>Distinguish all Card acceptance-related fees, such as discount rates or other pricing methodology, associated with each Limited Acceptance category specified in Section 5.2.B</li> </ul>
4.2.C.1.e	An existing Merchant Agreement must be revised to include the Limited Acceptance options and distinguish all Card acceptance-related fees, as specified in <i>Section 4.2.C.1.d</i> , when:
	<ul> <li>The existing Merchant Agreement is renewed or</li> </ul>
	<ul> <li>The Merchant indicates to its Acquirer that it wants Limited Acceptance</li> </ul>

<sup>&</sup>lt;sup>1</sup> A Post office box or mail forwarding address does **not** meet this requirement.

4.2.C.1.f	In the Merchant Agreement, an Acquirer must clearly distinguish fees associated with Visa Transactions separately from fees associated with other card transactions.
4.2.C.1.g	The Acquirer must <b>not</b> prohibit a Merchant from using terminal processing services offered by competitors for the direct delivery of Visa Transactions captured at the Point-of-Transaction to VisaNet for Clearing and Settlement.
4.2.C.2	Merchant Agreement Format and Content
4.2.C.2.a	Most of the form, content, and appearance of a Merchant Agreement is at the discretion of the Acquirer. However, each Merchant Agreement must contain at least the provisions of <i>Section 5.2</i> , to the extent permitted under applicable law. An Acquirer may include other provisions in its Merchant Agreement if they are consistent with the <i>Visa U.S.A. Inc. Operating Regulations</i> .
4.2.C.2.b	Each Merchant Agreement must:
	<ul> <li>State the terms required to satisfy payment directly to the Merchant, including, but not limited to, the name of the financial institution to which the Acquirer, its Agent, or Sponsored Members must deposit funds for payment of Visa Transactions.</li> </ul>
	<ul> <li>Clearly state the Acquirer's name and location in letter size consistent with the rest of the Merchant Agreement printing, and in a manner that makes the Acquirer's name readily discernible by the Merchant</li> </ul>
	Be signed by the Acquirer
	<ul> <li>Remain on file at the Acquirer's place of business</li> </ul>
4.2.C.3	Additional Merchant Agreement Requirements
4.2.C.3 4.2.C.3.a	Additional Merchant Agreement Requirements A Merchant Agreement must include all of the following additional provisions:
	A Merchant Agreement must include <b>all</b> of the following additional provisions:
	<ul> <li>A Merchant Agreement must include all of the following additional provisions:</li> <li>Transaction Deposit restrictions, as specified in <i>Section 5.2.0.1</i></li> </ul>
	<ul> <li>A Merchant Agreement must include all of the following additional provisions:</li> <li>Transaction Deposit restrictions, as specified in <i>Section 5.2.0.1</i></li> <li>Transaction processing prohibitions, as specified in <i>Section 5.2.F</i></li> <li>Prohibition against a Merchant depositing a Transaction Receipt that does not result from an act between the Cardholder and the Merchant or the Cardholder and</li> </ul>
	<ul> <li>A Merchant Agreement must include all of the following additional provisions:</li> <li>Transaction Deposit restrictions, as specified in <i>Section 5.2.0.1</i></li> <li>Transaction processing prohibitions, as specified in <i>Section 5.2.F</i></li> <li>Prohibition against a Merchant depositing a Transaction Receipt that does not result from an act between the Cardholder and the Merchant or the Cardholder and its Sponsored Merchant (laundering)</li> </ul>
	<ul> <li>A Merchant Agreement must include all of the following additional provisions:</li> <li>Transaction Deposit restrictions, as specified in <i>Section 5.2.0.1</i></li> <li>Transaction processing prohibitions, as specified in <i>Section 5.2.F</i></li> <li>Prohibition against a Merchant depositing a Transaction Receipt that does not result from an act between the Cardholder and the Merchant or the Cardholder and its Sponsored Merchant (laundering)</li> <li>Merchant Agreement requirements, as specified in <i>Section 2.5.B.5.a</i></li> <li>Disclosure of account or Visa Transaction Information prohibitions, as specified in</li> </ul>
	<ul> <li>A Merchant Agreement must include all of the following additional provisions:</li> <li>Transaction Deposit restrictions, as specified in <i>Section 5.2.0.1</i></li> <li>Transaction processing prohibitions, as specified in <i>Section 5.2.F</i></li> <li>Prohibition against a Merchant depositing a Transaction Receipt that does not result from an act between the Cardholder and the Merchant or the Cardholder and its Sponsored Merchant (laundering)</li> <li>Merchant Agreement requirements, as specified in <i>Section 2.5.B.5.a</i></li> <li>Disclosure of account or Visa Transaction Information prohibitions, as specified in <i>Section 2.5.F</i> and <i>Section 5.2.1.1.d</i></li> <li>A requirement that the Merchant, and its Agents must comply with the provisions</li> </ul>
	<ul> <li>A Merchant Agreement must include all of the following additional provisions:</li> <li>Transaction Deposit restrictions, as specified in <i>Section 5.2.0.1</i></li> <li>Transaction processing prohibitions, as specified in <i>Section 5.2.F</i></li> <li>Prohibition against a Merchant depositing a Transaction Receipt that does not result from an act between the Cardholder and the Merchant or the Cardholder and its Sponsored Merchant (laundering)</li> <li>Merchant Agreement requirements, as specified in <i>Section 2.5.B.5.a</i></li> <li>Disclosure of account or Visa Transaction Information prohibitions, as specified in <i>Section 2.5.F</i> and <i>Section 5.2.1.1.d</i></li> <li>A requirement that the Merchant, and its Agents must comply with the provisions of the Cardholder Information Security Program</li> <li>Merchant responsibility for demonstrating compliance, by its Agents, with the</li> </ul>

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4.2.C.3.b	If VisaNet Copy Request and Fulfillment Service equipment is installed at a Merchant Outlet, the Merchant Agreement must include provisions equivalent to those specified in <i>Section 1.12.A</i> through <i>Section 1.12.I</i> .
4.2.C.3.c	The Merchant Agreement must permit the Merchant to designate a third party that does not have a direct agreement with its Acquirer as its agent for the direct delivery of data-captured Visa Transactions to VisaNet for Clearing and Settlement. The Merchant must:
	<ul> <li>Advise the Acquirer that it will use a third-party processor</li> </ul>
	<ul> <li>Agree that the Acquirer must reimburse the Merchant only for the amount of Visa Transactions delivered by that agent to VisaNet, less the appropriate discount fee</li> </ul>
	<ul> <li>Assume responsibility for any failure by its agent to comply with the Visa U.S.A. Inc. Operating Regulations, including but not limited to, any violation resulting in a Chargeback</li> </ul>
4.2.C.3.d	An Acquirer must ensure that:
	<ul> <li>Each of its Merchants that accepts all Visa Cards displays the appropriate Visa-Owned Marks to indicate which Cards it accepts for payment</li> </ul>
	<ul> <li>Each of its Limited Acceptance Merchants displays the Visa-approved signage representing the Limited Acceptance Category it has selected.</li> </ul>
4.2.C.4	Additional Merchant Agreement Provisions for T&E Merchants
4.2.C.4 4.2.C.4.a	Additional Merchant Agreement Provisions for T&E Merchants If requested, an Acquirer must provide its T&E Merchant with any of the T&E Services.
-	If requested, an Acquirer must provide its T&E Merchant with any of the T&E
4.2.C.4.a	If requested, an Acquirer must provide its T&E Merchant with any of the T&E Services. A T&E Merchant must hold a valid contract with an Acquirer for each T&E Service in
4.2.C.4.a 4.2.C.4.b	If requested, an Acquirer must provide its T&E Merchant with any of the T&E Services. A T&E Merchant must hold a valid contract with an Acquirer for each T&E Service in which it participates, either as part of the Merchant Agreement or as an addendum. Additional Merchant Agreement Provisions for Central Reservation Service
4.2.C.4.a 4.2.C.4.b 4.2.C.5	If requested, an Acquirer must provide its T&E Merchant with any of the T&E Services. A T&E Merchant must hold a valid contract with an Acquirer for each T&E Service in which it participates, either as part of the Merchant Agreement or as an addendum. Additional Merchant Agreement Provisions for Central Reservation Service Merchants The Merchant Agreement must include the requirements specified in Section 5.4.R
4.2.C.4.a 4.2.C.4.b 4.2.C.5 4.2.C.5.a	If requested, an Acquirer must provide its T&E Merchant with any of the T&E Services. A T&E Merchant must hold a valid contract with an Acquirer for each T&E Service in which it participates, either as part of the Merchant Agreement or as an addendum. Additional Merchant Agreement Provisions for Central Reservation Service Merchants The Merchant Agreement must include the requirements specified in Section 5.4.R and Section 5.4.S. An Acquirer must conduct a physical inspection of the business premises, including
4.2.C.4.a 4.2.C.4.b 4.2.C.5 4.2.C.5.a	<ul> <li>If requested, an Acquirer must provide its T&amp;E Merchant with any of the T&amp;E Services.</li> <li>A T&amp;E Merchant must hold a valid contract with an Acquirer for each T&amp;E Service in which it participates, either as part of the Merchant Agreement or as an addendum.</li> <li>Additional Merchant Agreement Provisions for Central Reservation Service Merchants</li> <li>The Merchant Agreement must include the requirements specified in Section 5.4.R and Section 5.4.S.</li> <li>An Acquirer must conduct a physical inspection of the business premises, including review of:</li> </ul>
4.2.C.4.a 4.2.C.4.b 4.2.C.5 4.2.C.5.a	If requested, an Acquirer must provide its T&E Merchant with any of the T&E Services. A T&E Merchant must hold a valid contract with an Acquirer for each T&E Service in which it participates, either as part of the Merchant Agreement or as an addendum. Additional Merchant Agreement Provisions for Central Reservation Service Merchants The Merchant Agreement must include the requirements specified in Section 5.4.R and Section 5.4.S. An Acquirer must conduct a physical inspection of the business premises, including review of: • Solicitation or sales materials and
4.2.C.4.a 4.2.C.4.b 4.2.C.5 4.2.C.5.a 4.2.C.5.b	<ul> <li>If requested, an Acquirer must provide its T&amp;E Merchant with any of the T&amp;E Services.</li> <li>A T&amp;E Merchant must hold a valid contract with an Acquirer for each T&amp;E Service in which it participates, either as part of the Merchant Agreement or as an addendum.</li> <li>Additional Merchant Agreement Provisions for Central Reservation Service Merchants</li> <li>The Merchant Agreement must include the requirements specified in Section 5.4.R and Section 5.4.S.</li> <li>An Acquirer must conduct a physical inspection of the business premises, including review of:</li> <li>Solicitation or sales materials and</li> <li>Operating procedures for Lodging Merchants to be serviced</li> </ul>

4.2.C.6 Additional Merchant Agreement Provisions for Electronic Commerce Merchants

4.2.C.6	Additional Merchant Agreement Provisions for Electronic Commerce Merchants
4.2.C.6.a	An Acquirer must ensure that:
	<ul> <li>An Electronic Commerce Merchant complies with all the provisions of the Visa U.S.A. Inc. Operating Regulations pertaining to Electronic Commerce Transactions and</li> </ul>
	The provisions are included in its Merchant Agreement or as a separate addendum
4.2.C.6.b	An Acquirer must ensure that its Merchant Agreement requires an Electronic Commerce Merchant to display the following on the Merchant's Web Site:
	Its consumer data privacy policy
	<ul> <li>Its security method for the transmission of payment data</li> </ul>
	<ul> <li>The address of the Merchant Outlet's Permanent Establishment, including the Merchant Outlet country, as specified in Section 5.3.C.1</li> </ul>
4.2.C.6.c	An Acquirer must ensure that its Electronic Commerce Merchants offer Cardholders a secure Transaction method, such as:
	Secure Sockets Layer (SSL)
	3-D Secure
	An Acquirer must include this requirement in its Merchant Agreements.
4.2.C.7	Additional Merchant Agreement Provisions for Merchants Receiving BIN Information
	An Acquirer that provides BIN information to its Merchant, or Agent, as specified in <i>Section 1.2.E.2</i> , must:
	<ul> <li>Ensure that the Merchant, Agent, or Third Party complies with the substance of Section 5.2.H and</li> </ul>
	• Section 5.2.H is included in its Merchant Agreement or Agent contract as a separate addendum
4.2.C.8	Additional Merchant Agreement Provisions for Third Parties Receiving BIN Information
	An Acquirer whose Merchant provides BIN information to its Third Party must:
	• Ensure that the agent or Third Party complies with the substance of Section 5.2.H and
	• Require the Merchant to include the substance of <i>Section 5.2.H</i> in its agreement or contract with its Third Party.

## 4.2.C.9 Additional Merchant Agreement Provisions for Health Care Merchants

A participating Acquirer must ensure that:

• The substance of provisions are included in its Merchant Agreement or as a separate addendum

## 4.2.C.10 Additional Merchant Agreement Provisions for Visa ReadyLink Load Partners

An Acquirer that participates in the Visa ReadyLink must ensure that both:

- A Load Partner that participates in the Visa ReadyLink complies with all the provisions of both the:
  - Visa U.S.A. Prepaid Products Program Guidelines
  - Visa ReadyLink Service Description and Implementation Guide
- The substance of those provisions is included in its Merchant Agreement or as a separate addendum

#### 4.2.C.11 International Airline Merchant Agreement Requirements

An International Airline Merchant Agreement must contain, at a minimum, the following elements, in addition to those specified for all Merchants in *Section 4.2.C.* 

The agreement must specify:

- Merchant procedures for International Airline Program Transactions, as specified in the Visa U.S.A. Inc. Operating Regulations and Visa International Operating Regulations, and
- Acquirer's responsibilities to the Merchant for Chargeback resolution support. This support must include:
  - Written information on Chargeback rights and procedures and
  - Merchant Chargeback procedures, including a list of Chargeback Reason Codes, Merchant recourse options, and a local contact for inquiries
- **4.2.C.11.a** The agreement must list the countries from which the Acquirer will accept Transactions, including the Authorization support procedures and processes for each country.
  - The agreement must require that the Acquirer and the Merchant notify Visa if Authorization problems arise for any countries covered by the Merchant Agreement.

4.2.C.12 High-Risk Telemarketing Merchant Contracts

## 4.2.C.12 High-Risk Telemarketing Merchant Contracts

- **4.2.C.12.a** Before accepting Transactions from a High-Risk Telemarketing Merchant, an Acquirer must submit to Visa U.S.A. a completed *Visa U.S.A. High-Risk Merchant Registration and Certification* form, which is available either through Visa Online or upon request from Visa U.S.A.
- **4.2.C.12.b** Visa U.S.A. assesses registration and annual charges for High-Risk Telemarketing Merchants, as specified in Chapter 9, "*Fees and Charges*."
- **4.2.C.12.c** Visa U.S.A. collects the annual charge each September 1 following the registration date.

## 4.2.C.13 National Merchants

- 4.2.C.13.a A national Merchant may authorize and transmit Interchange directly to an Issuer through VisaNet if the Merchant has:
  - · Completed a national account agreement and
  - · Received the prior approval of the Board
- 4.2.C.13.b The Board determines the Interchange Reimbursement Fee.

## 4.2.D Merchant Qualification Standards

Prior to entering into a Merchant Agreement, an Acquirer must determine that the prospective Merchant is financially responsible and will abide by the *Visa U.S.A. Inc. Operating Regulations* and *Visa International Operating Regulations*, as well as applicable law.

#### 4.2.D.1 Merchant Financial Responsibility

- **4.2.D.1.a** An Acquirer must determine that a prospective Merchant is financially responsible and that there is no significant derogatory background information about any of its principals. The Acquirer may obtain this information through the following:
  - Credit reports
  - Personal and business financial statements
  - Income tax returns
  - Other information lawfully available to the Acquirer

## 4.2.D.1.b An Acquirer must:

- Query the Terminated Merchant File to determine if the prospective Merchant has been terminated for cause **and**
- Whenever feasible, conduct a physical inspection of the business premises of a prospective Merchant. For Mail/Phone Order Merchants, the Acquirer must obtain a detailed business description.

4.2.D.2	Electronic Commerce Merchant Financial Responsibility
4.2.D.2.a	In addition to the requirements specified in <i>Section 4.2.D.1</i> , to determine that a prospective Electronic Commerce Merchant is financially responsible, the Acquirer must:
	Obtain a detailed business description
	Examine the Merchant's Web Site to:
	- Verify that the Merchant is operating within the Acquirer's jurisdiction, as specified in the Visa International Certificate of Incorporation and By-Laws and Visa International Operating Regulations
	- Ensure that the Merchant is not engaged in any activity that is in violation of the Visa U.S.A. Inc. Operating Regulations
	<ul> <li>Ensure that the Merchant is not engaged in any activity that could cause harm to the Visa system or the Visa brand</li> </ul>
	<ul> <li>Print and retain copies of all relevant screens contained in the Web Site. Retained copies may be in either hard copy or electronic format</li> </ul>
	<ul> <li>Provide retained copies of all relevant screens contained in the Merchant's Web Site to Visa U.S.A. upon request</li> </ul>
4.2.D.2.b	At least once each year, for each of its applicable Electronic Commerce Merchants, an Acquirer must examine the Merchant's Web Site and conduct an enhanced due diligence review, as specified in <i>Section 4.2.D.2.a</i> , if any of the following criteria is met:
	<ul> <li>The Electronic Commerce Merchant or Sponsored Merchant is required to be classified by a Merchant Category Code referenced in the definition of a High-Risk Telemarketing Merchant, as specified in the:</li> </ul>
	- Visa U.S.A. Inc. Operating Regulations and
	- Visa U.S.A. Inc. Merchant Data Manual
	<ul> <li>The Merchant is identified by any Visa Chargeback monitoring program or designated at any time as an Identified Merchant by the Risk Identification Service (RIS) Online.</li> </ul>
	<ul> <li>The Acquirer becomes aware the Merchant is selling products or services that were not documented in the Merchant Agreement or disclosed in the Merchant's business description.</li> </ul>
	<ul> <li>The Acquirer conducts a periodic review of the Merchant as required by its internal procedures.</li> </ul>

4.2.D.3 Required Information for All Merchants

4.2.D.3	Required Information for All Merchants
4.2.D.3.a	An Acquirer must collect the Merchant information specified in Section 4.2.D.3.b, for all Merchants and Sponsored Merchants.
4.2.D.3.b	This information must include all of the following:
	<ul> <li>"Doing Business As" (DBA) name</li> </ul>
	Merchant legal name
	<ul> <li>Merchant Outlet location, including street address, city, state and nine-digit ZIP code</li> </ul>
	<ul> <li>Federal "Taxpayer Identification Number," and identification of the number as either a "Federal Employer Identification Number (FEIN)" or "Social Security Number (SSN)"</li> </ul>
	<ul> <li>Incorporation status (for example, corporation, partnership, sole proprietor, non-profit, or other)</li> </ul>
	Full first and last name, including middle initial, if Merchant is a sole proprietor
	<ul> <li>Merchant Category Code and, if applicable, any secondary Merchant Category Code(s)</li> </ul>
	<ul> <li>Indication if a Merchant is a small and/or disadvantaged business</li> </ul>
	<ul> <li>Termination date and reason for termination if the Acquirer/Merchant relationship is terminated</li> </ul>
4.2.D.3.c	The Acquirer must:
	<ul> <li>Retain the Merchant or Sponsored Merchant information in an electronic format to be specified by Visa U.S.A. and</li> </ul>
	<ul> <li>Make it available to Visa U.S.A. upon request</li> </ul>
4.2.D.3.d	Visa assesses fees, as specified in <i>Section 1.7.D.15</i> , based on the number of Merchant Outlets not meeting the requirements of <i>Section 4.2.D.3</i> .
4.2.D.4	Required Information for Electronic Commerce Merchants
	In addition to the requirements specified in <i>Section 4.2.D.3.b</i> , an Acquirer must begin to collect the following information for each of its Electronic Commerce Merchants that uses a Merchant Certificate:
	Name of Merchant Certificate issuer
	Merchant Certificate number
	Merchant Certificate expiration date
	Ownership status of Merchant Certificate—shared or individual

4.2.D.5	Additional Requirements for Visa Fleet Service Merchants
	An Acquirer may contract with a Merchant to process Visa Fleet Service Transactions.
4.2.D.5.a	A Visa Fleet Service Acquirer must provide both Cardholder-supplied data and supplemental Transaction data for Visa Fleet Transactions as specified in the appropriate <i>VisaNet User's Manual</i> .
4.2.D.5.b	A Visa Fleet Service Merchant must comply with <b>all</b> of the following:
	Use a Point-of-Transaction Terminal capable of:
	<ul> <li>Reading the data on track 1 or track 2 of the Magnetic Stripe or Chip that identifies the Card as a Visa Fleet Card</li> </ul>
	- Displaying the appropriate prompts
	- Capturing the appropriate responses
	<ul> <li>Establish procedures for its employees or the Cardholder to enter required data on the terminal keypad.</li> </ul>
4.2.D.5.c	Additional Commercial Card Data for a fuel purchase Transaction completed with a Visa Fleet Card consists of:
	Sales tax
	- Local tax
	- Local tax included indicator
	Accounting code (i.e., customer code)
	Fuel type
	Unit of measure
	Quantity
	Gross fuel price
4.2.D.6	International Airline Program Qualification
4.2.D.6.a	An International Airline may participate in the International Airline program.
4.2.D.6.b	An Acquirer contracting with an International Airline must comply with <b>all</b> of the following:
	• Section 4.2.D.6, Section 4.2.D.7, and Section 4.2.C.11
	Chapter 6, "Operational Standards"
	• Visa International Operating Regulations, Volume I—General Rules, Section 4.3.C
4.2.D.6.c	An Acquirer must meet the capitalization and reserve requirements established by Visa U.S.A. These requirements cover any estimated exposure for Chargebacks, including liability for Airline tickets purchased but not redeemed by Cardholders, as specified in:
	Volume II—Dispute Resolution Rules and
	<ul> <li>Visa International Operating Regulations, Volume II—Dispute Resolution Rules, Chapter 1, "Transaction Receipt Retrieval, Chargebacks, and Representments"</li> </ul>

4.2.D.7 International Airline Program Business Plan

## 4.2.D.7 International Airline Program Business Plan

4.2.D.7.a	Before entering into a Merchant Agreement with an International Airline, an Acquirer must submit an <i>Visa U.S.A. International Airline Program Business Plan Elements (Exhibit II)</i> for each proposed Merchant Agreement, to Visa U.S.A. for approval. Visa reviews the plan within 30 calendar days of receipt.
4.2.D.7.b	To assist the Acquirer in developing International Airline business plans, each Regional Office maintains and provides information on Domestic Interchange Reimbursement Fees and Authorization mechanisms.
4.2.D.7.c	The Visa U.S.A. International Airline Program Business Plan Elements (Exhibit II) must include at least the following information:
	• All countries in which Merchant Outlets to be covered by the Merchant Agreement

- All countries in which Merchant Outlets to be covered by the Merchant Agreement are located, a demonstrated knowledge of key information on each country (for example, Domestic Interchange Reimbursement Fee or special incentive rate data requirements, and business and legal restrictions), and a plan for Authorization support in each country
- All currencies in which the International Airline intends to complete Transactions and verification that the Member can process multi-currency Deposits and Interchange
- A plan for Chargeback support
- The Acquirer's proposed method of satisfying Retrieval Requests, as specified in *Section 7.2*
- Information to satisfy the Acquirer risk criteria specified in Section 4.2.D.6.c
- **4.2.D.7.d** An Acquirer must **not** sign an International Airline Merchant Outlet that is in a country not previously specified in the business plan, unless it first notifies Visa U.S.A. in writing.

## 4.2.E Internet Payment Service Providers

An Internet Payment Service Provider, which contracts with an Acquirer to provide payment-related services to Sponsored Merchants, shall be treated as a Merchant for all purposes of the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws and Visa U.S.A. Inc. Operating Regulations.

- An Acquirer is liable for all acts and omissions caused by an Internet Payment Service Provider and its Sponsored Merchants including, but not limited to:
  - Chargebacks
  - Failure to provide service
  - Related legal costs
- The acts and omissions caused by a Sponsored Merchant shall be treated as those of the Internet Payment Service Provider

4.2.E.1	Acquirer Eligibility
	Before entering into a Merchant Agreement with an Internet Payment Service Provider, an Acquirer must:
	<ul> <li>Be in good standing in all Visa risk management programs</li> </ul>
	Meet the Acquirer Tier 1 capital requirement
4.2.E.2	Sponsored Merchant Restrictions
4.2.E.2.a	An Acquirer must <b>not</b> allow its Internet Payment Service Provider to provide payment services to the following merchant types:
	Buyers clubs / Membership clubs
	Credit counseling or credit repair services
	Credit protection / Identity theft protection
	Direct marketing—subscription merchants
	Infomercial merchants
	Internet pharmacies
	Internet pharmacy referral sites
	Multi-level marketing businesses
	Outbound telemarketers
	Prepaid phone cards
	Prepaid phone services
	Rebate-based businesses
	"Up-Sell" merchants
	The merchant types referenced above may be classified with Merchant Category Codes 4814, 5912, 5962, 5966, 5968, and 5969, and are ineligible for Sponsored Merchant status. An Acquirer, however, may sign a Merchant Agreement directly with these entities.
4.2.E.2.b	An Acquirer must ensure that an Internet Payment Service Provider does <b>not</b> :
	Operate as a Sponsored Merchant of another Internet Payment Service Provider
	Deposit Transactions on behalf of another Internet Payment Service Provider

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4.2.E.3 Risk Management

4.2.E.3	Risk Management
	An Acquirer must:
	Query the Terminated Merchant File before:
	<ul> <li>Entering into an agreement with each prospective Internet Payment Service Provider</li> </ul>
	<ul> <li>An Internet Payment Service Provider enters into an agreement with each prospective Sponsored Merchant</li> </ul>
	<ul> <li>Ensure that a Merchant listed on the Terminated Merchant File is not permitted to be a Sponsored Merchant</li> </ul>
	• Ensure that an Internet Payment Service Provider with one or more Sponsored Merchants classified or which should be classified with Merchant Category Code 5967 complies with the High-Risk Internet Payment Service Provider registration program and operating requirements, as specified in <i>Section 4.2.F</i>
	<ul> <li>Ensure that terminated Sponsored Merchants and terminated Internet Payment Service Providers are added to the Terminated Merchant File</li> </ul>
4.2.E.4	Acquirer Responsibilities
4.2.E.4.a	An Acquirer must ensure that its Internet Payment Service Provider provides all payment-related services to Sponsored Merchants in accordance with the substance
	of the Visa U.S.A. Inc. Operating Regulations, including but not limited to Section 4.2.A and Section 4.2.C.
4.2.E.4.b	of the Visa U.S.A. Inc. Operating Regulations, including but not limited to
4.2.E.4.b 4.2.E.4.c	of the Visa U.S.A. Inc. Operating Regulations, including but not limited to Section 4.2.A and Section 4.2.C. An Acquirer must ensure that Sponsored Merchants meet all Card acceptance requirements and comply with requirements for Electronic Commerce Merchants, as
	<ul> <li>of the Visa U.S.A. Inc. Operating Regulations, including but not limited to Section 4.2.A and Section 4.2.C.</li> <li>An Acquirer must ensure that Sponsored Merchants meet all Card acceptance requirements and comply with requirements for Electronic Commerce Merchants, as specified in the Visa U.S.A. Inc. Operating Regulations.</li> <li>An Acquirer must directly pay or credit an Internet Payment Service Provider for its</li> </ul>

### 4.2.E.5 Internet Payment Service Provider Agreement

An Acquirer must ensure that the Internet Payment Service Provider Agreement:

- Contains Internet Payment Service Provider operating requirements and risk management provisions, as specified in *Section 4.2.E*
- Includes a provision to establish Internet Payment Service Provider financial liability for Transactions entered into Interchange on behalf of Sponsored Merchants, as well as responsibility for any disputed Transactions, credits, or customer service-related expenses
- Includes a statement that the Internet Payment Service Provider:
  - Must **not** transfer or attempt to transfer its financial liability by asking or requiring a Cardholder to waive his or her dispute rights
  - Must not permit a Sponsored Merchant to transfer or attempt to transfer its financial liability by asking or requiring a Cardholder to waive his or her dispute rights
  - Must **not** deposit Transactions on behalf of another Internet Payment Service Provider, as specified in *Section 4.2.E.2.b*
- Requires that each Sponsored Merchant contract with an Internet Payment Service Provider contain Merchant Agreement requirements specified in Chapter 4, "Acquirer Standards," and Card acceptance and Web Site requirements specified in Chapter 5, "Card & Cheque Acceptance"
- Requires an Internet Payment Service Provider to provide comprehensive lists, including names of principals and country of domicile, for all of its Sponsored Merchants and Transaction reports to its Acquirer, and upon request to Visa
- Requires its Internet Payment Service Provider to deposit only Transactions from Sponsored Merchants within the Acquirer's jurisdiction
- Establishes an Acquirer's right to:
  - Immediately terminate an Internet Payment Service Provider for fraudulent activity or other activities specified in *Section 2.5.E*
  - Require an Internet Payment Service Provider to immediately terminate a Sponsored Merchant for fraudulent activity or other activities specified in *Section 2.5.E*

4.2.E.6 Internet Payment Service Provider Registration

4.2.E.6	Internet Payment Service Provider Registration
4.2.E.6.a	An Acquirer must ensure each of its Internet Payment Service Providers is registered with Visa U.S.A. prior to entering Transactions into Interchange.
4.2.E.6.b	To register, an Acquirer must send <b>all</b> of the following to Visa U.S.A.:
	<ul> <li>The Visa/Interlink Network/Plus Independent Sales Organization/Third-Party Servicer/Merchant Servicer Registration form for the Internet Payment Service Provider. The registration form is available either through Visa Online or upon request from Visa U.S.A.</li> </ul>
	<ul> <li>Supporting documentation to confirm that the Acquirer has performed a comprehensive risk and financial review of the Internet Payment Service Provider, as specified in the Enhanced ISO/Service Provider Risk Standards document</li> </ul>
	<ul> <li>A comprehensive list of all Sponsored Merchants in an electronic format specified by Visa U.S.A. The electronic Sponsored Merchant Registration form is available upon request from Visa U.S.A.</li> </ul>
4.2.E.6.c	Registration materials must be sent via certified mail (return receipt requested) to:
	Visa U.S.A. Inc. Franchise Management Mail Stop M3-5K P.O. Box 8999 San Francisco, CA 94128-8999
4.2.E.7	Activity Monitoring
	An Acquirer must comply with Merchant monitoring standards for each Internet Payment Service Provider, as specified in <i>Section 2.5.D</i> .
	Sponsored Merchants that exceed Visa thresholds for excessive Chargebacks as specified in Section 2.2.D., and Fraud Activity as specified in Section 1.7.D.7 and Section 2.2.O.2.c, for more than three months will be subject to RIS Online and Merchant Chargeback Monitoring Programs.
4.2.E.8	Activity Reporting
	Visa must receive monthly activity reporting from Acquirers on their IPSP Sponsored Merchants that include:
	Sponsored Merchant name
	Merchant Category Code
	Sales count and amount
	<ul><li>Sales count and amount</li><li>Chargeback count and amount</li></ul>

4.2.E.9	Jurisdiction
4.2.E.9.a	An Acquirer must ensure that its Internet Payment Service Provider does not contract with a prospective Sponsored Merchant outside the Acquirer's jurisdiction, as specified in:
	Section 2.10, Visa International By-Laws and
	Section 4.2.B, Visa U.S.A. Inc. Operating Regulations
4.2.E.9.b	An Internet Payment Service Provider may have contracts with multiple Acquirers, but may only submit Transactions to an Acquirer from Sponsored Merchants within that Acquirer's jurisdiction.
4.2.E.10	Merchant Category Code Assignment
4.2.E.10.a	An Acquirer must:
	<ul> <li>Assign the appropriate Merchant Category Code to reflect each Sponsored Merchant's principal line of business, as specified in Appendix C, "Merchant Data Standards,"</li> </ul>
	<ul> <li>Assign Merchant Category Code 7995 to a Sponsored Merchant that provides gambling chips or electronic funds to be used for Online Gambling, even if gambling services is not the Sponsored Merchant's primary business</li> </ul>
4.2.E.10.b	Visa may:
	<ul> <li>Grant a waiver to the requirement specified in Section 4.2.E.10.a, except for Sponsored Merchants that are normally classified with high-risk Merchant Category Codes</li> </ul>
	<ul> <li>Require use of a specific Merchant Category Code if increased Cardholder disputes or inappropriate Authorizations result from use of a given Merchant Category Code</li> </ul>
4.2.E.11	Sponsored Merchant Country
4.2.E.11.a	The location of the Sponsored Merchant determines where a Transaction takes place, <b>not</b> the country of the Internet Payment Service Provider.
4.2.E.11.b	The Merchant country code included in the Authorization and Clearing Records must contain the country code for the Sponsored Merchant.
4.2.E.12	Processing Requirements
4.2.E.12.a	The Internet Payment Service Provider name may appear alone in the Clearing Record if both the:
	Cardholder accesses the Internet Payment Service Provider Web Site directly
	<ul> <li>Internet Payment Service Provider name is visible to the Cardholder during the selection, order, and payment processing services</li> </ul>

# **4.2.E.12.b** If the Cardholder accesses a Sponsored Merchant's Web Site and is then linked to the Internet Payment Service Provider Web Site for payment:

- The Internet Payment Service Provider name must appear in the Clearing Record in conjunction with the Sponsored Merchant's name
- Processing requirements apply as specified in VisaNet Clearing Message Content Standards (Exhibit NN)

# 4.2.F High-Risk Internet Payment Service Providers

An Internet Payment Service Provider with one or more Sponsored Merchants required to be classified with Merchant Category Code 5967 is designated as a High-Risk Internet Payment Service Provider.

## 4.2.F.1 Acquirer Eligibility

Before entering into a Merchant Agreement with a High-Risk Internet Payment Service Provider, an Acquirer must:

- Be in good standing in all Visa risk management programs
- Meet the Acquirer Tier 1 capital requirement

### 4.2.F.2 General

4.2.F.2.a	An Acquirer must ensure that High-Risk Internet Payment Service Providers and High-Risk Sponsored Merchants are contractually obligated to operate in accordance with the applicable substance of the <i>Visa U.S.A. Inc. Operating Regulations</i> .
4.2.F.2.b	An Acquirer signing a High-Risk Internet Payment Service Provider must comply with:
	<ul> <li>All requirements for Internet Payment Service Providers, as specified in Section 4.2.E</li> </ul>
	<ul> <li>The High-Risk Internet Payment Service Provider Registration requirements, as specified in Section 4.2.F.4</li> </ul>
	<ul> <li>Applicable Independent Sales Organization and third-party servicer requirements in Section 1.7 and provide pertinent information to Visa upon request</li> </ul>
4.2.F.2.c	Visa may prohibit an Acquirer from including any Merchant as a High-Risk Sponsored Merchant in its High-Risk Internet Payment Service Provider portfolio, if such merchant:
	Generates or has a history of generating excessive levels of exception items

- Generates or has a history of generating excessive levels of exception items (Chargebacks and/or credits) within a 12-month period, as identified by Visa risk monitoring programs or
- Takes action to evade responsibility for compliance with the substance of the applicable requirements of the *Visa U.S.A. Inc. Operating Regulations*
- **4.2.F.2.d** Visa may disqualify a High-Risk Internet Payment Service Provider or High-Risk Sponsored Merchant in accordance with the High-Risk Chargeback Monitoring Program or for other activity that causes undue harm to the Visa system, as specified in Section 2.2.G.4

4.2.F.3	High-Risk Internet Payment Service Provider Agreement
4.2.F.3.a	An Acquirer must comply with Merchant Agreement requirements for Internet Payment Service Providers, as specified in <i>Section 4.2.E</i> .
4.2.F.3.b	In addition, an Acquirer must ensure that the Internet Payment Service Provider Agreement includes provisions to:
	<ul> <li>Require that the High-Risk Sponsored Merchant Agreement be signed by a senior officer of the High-Risk Internet Payment Service Provider</li> </ul>
	<ul> <li>Require the High-Risk Internet Payment Service Provider to provide ongoing reports on:</li> </ul>
	<ul> <li>Acquisition of new High-Risk Sponsored Merchants (using the electronic High-Risk Sponsored Merchant Registration form) and</li> </ul>
	- Monthly Transaction activity for all High-Risk Sponsored Merchants
	The reports must be provided to Visa U.S.A. in specified electronic formats. Formats are available from Visa U.S.A. upon request.
4.2.F.4	High-Risk Internet Payment Service Provider Registration
4.2.F.4.a	An Acquirer must register a High-Risk Internet Payment Service Provider and its High-Risk Sponsored Merchants with Visa U.S.A. prior to entering Transactions into Interchange.
4.2.F.4.b	To register, an Acquirer must send <b>all</b> of the following to Visa U.S.A.:
	<ul> <li>The Visa/Interlink Network/Plus Independent Sales Organization/Third-Party Servicer/Merchant Servicer Registration form for the High-Risk Internet Payment Service Provider. The registration form is available either through Visa Online or upon request from Visa U.S.A.</li> </ul>
	• Supporting documentation to confirm that the Acquirer has performed a comprehensive risk and financial review of the High-Risk Internet Payment Service Provider, as specified in the <i>Enhanced ISO/Service Provider Risk Standards</i> document
	<ul> <li>A comprehensive list of all High-Risk Sponsored Merchants in an electronic format specified by Visa U.S.A. The electronic High-Risk Sponsored Merchant Registration form is available upon request from Visa U.S.A.</li> </ul>
4.2.F.4.c	Registration materials, with the exception of the electronic High-Risk Sponsored Merchant Registration form, must be sent via certified mail (return receipt requested) to:
	Visa U.S.A. Inc. Franchise Management Mail Stop M3-5K P.O. Box 8999 San Francisco, CA 94128-8999
4.2.F.4.d	Visa U.S.A. assesses a registration fee and annual charge for High-Risk Internet Payment Service Providers and High-Risk Sponsored Merchants, as specified in the <i>Visa U.S.A. Pricing Directory</i> .

4.2.F.5 Risk Management

### 4.2.F.5 Risk Management

- **4.2.F.5.a** An Acquirer must comply with high-risk Merchant monitoring standards for each High-Risk Internet Payment Service Provider, as specified in *Section 2.5.D*.
- **4.2.F.5.b** High-Risk Sponsored Merchant funds, when held to ensure proper performance, must be held directly by the Acquirer in an account in the High-Risk Sponsored Merchant's name, as specified in *Section 5.2.O.3.c.*

## 4.2.F.6 Fines

Visa assesses fines, as specified in *Section 1.7.D.19*, to any Member that fails to comply with the High-Risk Internet Payment Service registration program.

# 4.2.G Electronic Commerce Merchant Monitoring Program

## 4.2.G.1 Acquirer Responsibilities

An Acquirer must **both**:

- Monitor the activity of its Electronic Commerce Merchants to ensure that Transactions representing the sale of child pornography are not entered into the Visa system
- Terminate the Electronic Commerce Merchant or Sponsored Merchant within 7 calendar days of Notification from Visa, if such an entity is found to have engaged in the sale of child pornography

## 4.2.G.2 Risk Management

For any violation of the Electronic Commerce Merchant Monitoring Program, Visa may impose various corporate risk reduction measures on an Acquirer, as specified in *Section 2.3.A.* 

### 4.2.G.3 Fines

Visa assesses fines, as specified in *Section 1.7.D.20*, to any Acquirer that fails to comply with the Electronic Commerce Merchant Monitoring Program.

## 4.2.H Authorization Services

## 4.2.H.1 Basic Service

## 4.2.H.2 Hours of Authorization

An Acquirer must provide primary and backup Authorization service 24 hours a day, 7 days a week, as specified in Chapter 6, "*Operational Standards*."

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4.2.H.3	Transaction Amount
4.2.H.3.a	An Acquirer must process an Authorization Request for the final amount of the Transaction that is entered into Interchange, with the following exceptions:
	Hotel and Car Rental Transactions specified in Section 4.8.C.4
	• Transactions originating at Restaurant Merchants, as specified in Section 5.2.K.8
	<ul> <li>Mail/Phone Order and Electronic Commerce Transactions specified in Section 5.2.K.6</li> </ul>
	• Transactions conducted at Cruise Line Merchants, as specified in Section 5.2.K.3
	<ul> <li>Transactions originating at a Merchant Outlet assigned any one of the following Merchant Category Codes, as specified in Section 5.2.K.8:</li> </ul>
	- Taxicabs and Limousines (4121)
	- Bars and Taverns (5813)
	- Beauty and Barber Shops (7230)
	- Health and Beauty Spas (7298)
	As specified in Section 4.2.H.3.b
4.2.H.3.b	An Acquirer may use the Status Check Procedure, as specified in <i>Section 4.2.H.12</i> , instead of the exact Transaction amount for Transactions originating at a Lodging or an Automated Fuel Dispenser Merchant.
4.2.H.4	Service Within the United States
4.2.H.4.a	An Acquirer must provide Authorization service to:
	<ul> <li>Its own Merchants and Merchants signed by its Sponsored Members located within the United States and</li> </ul>
	Authorizing Processors of Visa U.S.A.
4.2.H.4.b	This service may be provided:
	Directly, as an Authorizing Processor
	Through another Authorizing Processor
	Through the Operator Assistance Service
	<ul> <li>By other means approved by Visa U.S.A.</li> </ul>

4.2.H.5 Service Outside the United States

#### 4.2.H.5 Service Outside the United States An Acquirer or its Foreign Branch must provide Authorization service for its Merchant 4.2.H.5.a Outlets located outside the 50 United States, either itself or through another Authorizing Processor. A Foreign Branch that issues Cards must provide Authorization service to other 4.2.H.5.b Members. 4.2.H.6 Local Authorization Services for International Airlines 4.2.H.6.a An Acquirer must, upon Visa request and if practical, provide Authorization service to an International Airline, whether or not the International Airline is signed by the Acquirer, as specified in Chapter 6, "Operational Standards." Authorization support must be available to the Merchant on a primary and backup 4.2.H.6.b basis, as specified in Section 4.2.H.2. 4.2.H.7 Authorization Rejection An Acquirer must not selectively reject or decline Authorization Requests based on an internally-developed table of BINs or Account Numbers. This prohibition includes, but is not limited to, tables developed using the printed or tape versions of the Visa Interchange Directory This prohibition does **not** include Authorization Requests originating from a Limited Acceptance Merchant for Account Numbers that are within a BIN not accepted by the Merchant 4.2.H.8 Authorization Routing An Acquirer may use the account range table provided by Visa U.S.A. to determine 4.2.H.8.a the routing of an Authorization Request. An Acquirer that uses the account range table to validate Visa Cards must install and 4.2.H.8.b use the table within 6 business days of its receipt from Visa U.S.A. The Acquirer must **not** distribute the account range table to a third party without the 4.2.H.8.c prior written consent of Visa U.S.A. 4.2.H.9 Mail/Phone Order Transactions An Authorization Request for a Mail/Phone Order Transaction (excluding a T&E Transaction completed by mail or telephone) entering the V.I.P. System is forwarded to the Issuer (or Stand-In Processing, if applicable) for processing. 4.2.H.11 "Code 10" Authorization Requests 4.2.H.11.a To make a "code 10" Authorization Request, an Acquirer must contact the Issuer at the telephone number listed in the Visa Interchange Directory under "Fraud-Lost/ Stolen Contact."

**4.2.H.11.b** If the Issuer or the Issuer's Authorizing Processor is unavailable, the Acquirer must process the Authorization Request as specified in *Section 6.4.B.2*.

4.2.H.12	Status Check Procedure
4.2.H.12.a	A Prestigious Property and an Automated Fuel Dispenser Merchant may use the Status Check Procedure to request an Authorization for \$1 instead of an Authorization Request for the exact amount when the exact amount is not known.
4.2.H.12.b	An Acquirer of a Lodging Merchant that wishes to use the Status Check Procedure instead of an Authorization Request for an estimated amount must:
	<ul> <li>Obtain written permission from Visa U.S.A. for the Lodging Merchant to be eligible to use the Status Check Procedure and</li> </ul>
	<ul> <li>Qualify for the Electronic Interchange Reimbursement Fee or the Payment Service Interchange Reimbursement Fee</li> </ul>
4.2.H.12.c	Requests for permission for a Lodging Merchant to use the Status Check Procedure should be mailed to:
	Visa U.S.A. Inc. Franchise Management Mail Stop M3-4G P.O. Box 8999
	San Francisco, CA 94128-8999
4.2.H.13	San Francisco, CA 94128-8999 Chargeback Protection Limit for Prestigious Property Merchant
4.2.H.13	
4.2.H.13 4.2.H.14	Chargeback Protection Limit for Prestigious Property Merchant The Chargeback Protection Limit for a Prestigious Property Merchant that uses the Status Check procedure is up to \$X. Visa determines the qualification of a Prestigious
	<b>Chargeback Protection Limit for Prestigious Property Merchant</b> The Chargeback Protection Limit for a Prestigious Property Merchant that uses the Status Check procedure is up to \$X. Visa determines the qualification of a Prestigious Property Merchant on a case-by-case basis.
4.2.H.14	Chargeback Protection Limit for Prestigious Property Merchant The Chargeback Protection Limit for a Prestigious Property Merchant that uses the Status Check procedure is up to \$X. Visa determines the qualification of a Prestigious Property Merchant on a case-by-case basis. Automated Referral Service
<b>4.2.H.14</b> 4.2.H.14.a	<ul> <li>Chargeback Protection Limit for Prestigious Property Merchant</li> <li>The Chargeback Protection Limit for a Prestigious Property Merchant that uses the Status Check procedure is up to \$X. Visa determines the qualification of a Prestigious Property Merchant on a case-by-case basis.</li> <li>Automated Referral Service         An Acquirer must use the Automated Referral Service, as specified in Section 6.2.F.         If an Automated Referral Service inquiry is initiated as specified in Section 6.2.F, the     </li> </ul>
<b>4.2.H.14</b> 4.2.H.14.a	<ul> <li>Chargeback Protection Limit for Prestigious Property Merchant</li> <li>The Chargeback Protection Limit for a Prestigious Property Merchant that uses the Status Check procedure is up to \$X. Visa determines the qualification of a Prestigious Property Merchant on a case-by-case basis.</li> <li>Automated Referral Service</li> <li>An Acquirer must use the Automated Referral Service, as specified in Section 6.2.F. If an Automated Referral Service inquiry is initiated as specified in Section 6.2.F, the Acquirer receives a credit for each Referral Response involving a Visa Card that is:</li> </ul>
<b>4.2.H.14</b> 4.2.H.14.a	<ul> <li>Chargeback Protection Limit for Prestigious Property Merchant</li> <li>The Chargeback Protection Limit for a Prestigious Property Merchant that uses the Status Check procedure is up to \$X. Visa determines the qualification of a Prestigious Property Merchant on a case-by-case basis.</li> <li>Automated Referral Service</li> <li>An Acquirer must use the Automated Referral Service, as specified in Section 6.2.F. If an Automated Referral Service inquiry is initiated as specified in Section 6.2.F, the Acquirer receives a credit for each Referral Response involving a Visa Card that is:</li> <li>Issued in the U.S. and</li> </ul>

4.2.H.15 Decline Response

4.2.H.15	Decline Response
4.2.H.15.a	An Acquirer must <b>not</b> enter a Transaction into Interchange that has received a Decline Response, <b>unless</b> the Transaction is a Preauthorized Transaction, as specified in <i>Section 5.2.K.11</i> .
4.2.H.15.b	An Acquirer that receives a Decline Response of "R0," "R1," or "R3" as a result of stop payment order in the Preauthorized Payment Cancellation Service must provide the decline message description to the Merchant.
4.2.H.15.c	If a Preauthorized Transaction for which a stop payment order is on file in the Preauthorized Payment Cancellation Service is submitted into Interchange after it has received a Decline Response of "R0," "R1," or "R3, Visa will return the Transaction and assess a Returned Item fee to the Acquirer.
4.2.H.15.d	A Merchant that participates in the POS Balance Inquiry Service may submit a second Authorization Request for the lower available balance amount if the Cardholder agrees.
4.2.H.16	Electronic Commerce Transactions
	An Acquirer must <b>not</b> submit an Authorization Request for an Electronic Commerce Transaction that failed a 3-D Secure Authentication Request.
4.2.H.17	Partial Authorizations
	An Acquirer must:
	<ul> <li>Support an Authorization Request message for terminals that have been programmed to accept a Partial Authorization Response</li> </ul>
	<ul> <li>Include the Partial Authorization indicator in the Authorization Request message, as specified in the appropriate V.I.P. System User's Manual</li> </ul>
	<ul> <li>Support partial approval amounts and Partial Authorization (Response Code "10") from an Issuer, as specified in the appropriate V.I.P. System User's Manual, for terminals that have been programmed to accept Partial Authorization Responses</li> </ul>
	<ul> <li>Accept and forward to Visa an Authorization reversal received subsequent to a Partial Authorization Response</li> </ul>
	<ul> <li>Submit a Clearing Transaction for no more than the amount approved in the Partial Authorization Response</li> </ul>
4.2.H.18	Support Authorization Service
	An Acquirer that has a Merchant Agreement with a T&E Merchant that is not using a Point-of-Transaction Terminal must provide Support Authorization Service to the Merchant whenever the Merchant's primary Authorization number is unavailable, as specified in the appropriate <i>VisaNet User's Manuals</i> .
4.2.H.19	MasterCard Authorization Requests
	An Authorizing Processor that is directly linked to VisaNet must be capable of receiving MasterCard Authorization Requests directly through VisaNet.

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4.2.I	Point-of-Transaction Terminals
4.2.I.1	BIN Logic
	A Point-of-Transaction Terminal must <b>not</b> use four-digit or six-digit sequential BIN logic.
4.2.1.2	Terminal Functions
4.2.I.2.a	A Point-of-Transaction Terminal must meet the following requirements:
	<ul> <li>Accept and transmit all valid Account Numbers that:</li> </ul>
	- 16 digits long <b>and</b>
	- Begin with a valid Visa-assigned BIN
	<ul> <li>Accept all valid Visa Cards and Visa Electron Cards</li> </ul>
4.2.I.2.b	If the Point-of Transaction Terminal has the capability, it must generate an Electronic Transaction Receipt as specified in <i>Electronic and Manual Transaction Receipts</i> ( <i>Exhibit S</i> ).
4.2.I.2.c	A Merchant may act on all Service Code values at the Point-of-Transaction, as specified in the <i>Payment Technology Standards Manual</i> .
4.2.1.3	Terminals at Merchant Outlets Accepting Tips
	An Acquirer must ensure that any new Point-of-Transaction Terminals installed at a Merchant Outlet that receives or accepts tips is not programmed to include an estimated tip amount in the Authorization Request.
4.2.J	Magnetic-Stripe Terminals
4.2.J.1	Terminal Functions

# 4.2.J.1 Terminal Functions 4.2.J.1.a An Acquirer that installs a Magnetic-Stripe Terminal to process Transactions must

ensure that the Terminal:

- Is used to obtain Authorization through the V.I.P. System and is able to read all Magnetic Stripes that comply with Chapter 10, "Card & Marks Specifications (Effective through June 30, 2011)" and the Payment Technology Standards Manual
  - Does not erase or alter any magnetic encoding on a Card
  - Does not display or print more information than is embossed or printed on the front or back of the Card. This prohibition does not apply to a Visa Electron Card with no visible Account Number. The Magnetic-Stripe Terminal may print or display the Cardholder name, Account Number, and expiration date of the Visa Electron Card.
- **4.2.J.1.b** All new Magnetic-Stripe Terminals produced with dual-reader heads must be capable of processing and distinguishing the Magnetic Stripe containing Visa payment data from other proprietary Magnetic Stripes that may be present on the Card.

## 4.2.J.2 PIN Security

**4.2.J.2.a** An Acquirer must ensure the security of the PIN, as specified in the PIN Management Requirements Documents.

4.2.K Chip-Reading Devices

# 4.2.K Chip-Reading Devices

All Chip-Reading Devices that accept Visa Cards or Visa Electron Cards for Chip payments and are placed in service **on or after January 1, 2001**, must meet Visa specifications for international interoperability and functionality, including *EMV Integrated Circuit Card Specifications* for Payment Systems and Visa Integrated Circuit Card Specifications.

4.2.K.1	General Requiremen	ts

When installing an EMV- and VIS-Compliant Chip-Reading Device to accept a Visa or Visa Electron Payment Application, the Acquirer must ensure that the terminal:

- · Has been approved by Visa, or an entity authorized by Visa
- Meets EMV Integrated Circuit Card Specifications for Payment Systems (EMV)
- Has the capability to have its Visa Public Keys replaced in an acceptable method by the date specified by Visa

# **4.2.K.1.a** An Acquirer must utilize the Acquirer Device Validation Tool Kit prior to deploying or upgrading a Chip-Reading Device. This requirement applies to:

- New Chip-Reading Devices purchased from the original equipment manufacturer where the Chip reader has been enabled to process Chip Transactions
- Installation of new software or payment-related configurations for a newly purchased device or existing device where the Chip reader has been enabled to process Chip Transactions
- **4.2.K.1.b** The above-noted requirements do not apply to Chip-Reading Devices acquired prior to **June 29, 2005** being installed the first time.
- **4.2.K.1.c** An Acquirer that fails to utilize the Acquirer Device Validation Tool Kit may be subject to the Chip Interoperability Compliance Program, as specified in the *Visa International Operating Regulations*.

## 4.2.K.2 Processing Requirements

- 4.2.K.2.a All new Full-Chip Data Acquirers must accept and process VIS-Compliant and Common Core Definition Chip Cards through VisaNet, as specified in Section 4.2.K.2.c.
- **4.2.K.2.b** All Full-Chip Data Acquirers must accept and process VIS-Compliant and Common Core Definition Chip Cards through VisaNet, as specified in *Section 4.2.K.2.c.*
- **4.2.K.2.c** Chip Acquirers must comply with processing requirements, as specified in **all** of the following:
  - Appropriate VisaNet User's Manual
  - VSDC Member Implementation Guide
  - VSDC System Technical Manual

4.2.K.3	Terminal Logic		
4.2.K.3.a	An Acquirer must ensure that the EMV- and VIS-Compliant Chip-Reading Device:		
	• Reads the Chip if an EMV- and VIS-Compliant Chip is present, and does <b>not</b> allow manual prompting of the device to use the Magnetic Stripe in order to override the Chip authorization controls. The Magnetic Stripe may be read only if the Chip is <b>not</b> EMV- and VIS-Compliant, or the Chip or Chip-Reading Device is inoperable		
	Is capable of reading a Magnetic Stripe		
	<ul> <li>Is capable of supporting "No CVM (Cardholder Verification Method) required" for all EMV- and VIS-Compliant Chip-Reading Limited-Amount Terminals and Self-Service Terminals.</li> </ul>		
	<ul> <li>Is capable of performing Terminal Risk Management processing for Online Transactions, as specified in EMV Integrated Circuit Card Specifications for Payment Systems</li> </ul>		
	<ul> <li>Is capable of supporting Post-Issuance Application Change commands if the Acquirer is capable of processing Full-Chip Data</li> </ul>		
	<ul> <li>Transmits all Chip data elements that create the EMV-Online Card Authentication Cryptogram if the Acquirer is capable of processing Full-Chip Data</li> </ul>		
	<ul> <li>Supports the terminal action codes and facilitates access to multiple accounts on a Chip Card, as specified in the Visa Integrated Circuit Card Specifications</li> </ul>		
	<ul> <li>Presents mutually-supported Payment Applications contained in the Chip to the Card, or to the Cardholder where the Cardholder has the ability to select the Payment Application, and does <b>not</b> discriminate between Payment Applications, except as stipulated by the Chip parameters</li> </ul>		
4.2.K.3.b	All Chip-Reading Devices must be capable of requiring an Online Authorization for the next consecutive Magnetic Stripe-read Transaction originating from a Chip Card when:		
	<ul> <li>An EMV-Compliant Chip Card read was unsuccessful</li> </ul>		
	<ul> <li>The Service Code indicates the presence of a Chip</li> </ul>		
4.2.K.3.c	All Chip-Reading Devices (including Cardholder-Activated Terminals) placed in service on or after April 1, 2001 that support "Enciphered Offline PIN" must also support "Plaintext Offline PIN."		
4.2.K.3.d	When referring to Magnetic-Stripe Data, an EMV- and VIS-Compliant Chip-Reading Device may only expect Magnetic-Stripe track 2 information, and the Cardholder name from track 1.		
4.2.K.3.e	An Acquirer must ensure that Dynamic Data Authentication is active in all new or recycled Chip-Reading Devices that accept Visa and Visa Electron Chip payments, unless the device obtains an Online Authorization for all Transactions.		
4.2.K.3.f	An Acquirer must ensure that Dynamic Data Authentication is active in all Chip-Reading Devices that accept Visa and Visa Electron Chip payments, unless the device obtains an Online Authorization for all Transactions.		

4.2.K.3.g	An Acquirer must ensure that new or recycled Chip-Reading Devices that accept Visa and Visa Electron Chip payments support variable length Account Numbers up to and including 19 digits.
4.2.K.3.h	An Acquirer must ensure that all Chip-Reading Devices that accept Visa and Visa Electron Chip payments support variable length Account Numbers up to and including 19 digits.
4.2.K.4	PIN Requirements
	An Acquirer must ensure that the EMV- and VIS-Compliant Chip-Reading Device:
	<ul> <li>Is equipped with ports that support devices capable of prompting for and accepting a PIN based upon Cardholder Verification Method parameters encoded in the Chip</li> </ul>
	<ul> <li>Does not display on PIN-only Chip-Reading Devices, excluding Automated Dispensing Machines and ATMs, any of the following:</li> </ul>
	- Visa Flag Symbol
	- Visa Brand Mark
	- Visa Electron Symbol
	- Visa Brand Mark with the Electron Identifier
	<ul> <li>Does not prompt Cardholders for a PIN, unless required by the Chip, excluding Automated Dispensing Machines and ATMs</li> </ul>
4.2.K.5	PIN Pad Requirements
	All new Chip-Reading Devices placed in service <b>on or after January 1, 2005</b> that accept Visa or Visa Electron Chip Cards must be PIN-capable and comply with this section. This requirement applies only to newly purchased Chip-Reading Devices from the original equipment manufacturer, and does not apply to previously acquired Chip-Reading Devices being installed for the first time.
4.2.K.5.a	A Chip-Reading Device must have either of the following:
	A PIN pad
	A port capable of supporting a PIN pad
4.2.K.5.b	If a PIN pad is present and active, a Chip-Reading Device must <b>both</b> :
	Comply with Visa encryption standards
	Act on the Cardholder Verification Method List
4.2.K.5.c	The Chip-Reading Device must be capable of supporting software to enable the functions specified in <i>Section 4.2.K.5.a</i> and <i>Section 4.2.K.5.b</i> if either the:
	<ul> <li>Chip-Reading Device is equipped with a PIN pad port only</li> </ul>
	PIN pad is inactive for Visa Chip-initiated Transactions

4.2.K.5.d	If a PIN pad is active for other Chip-enabled payments, it must be active for Visa Chip-initiated Transactions.
4.2.K.5.e	Exceptions to Section 4.2.K.5 are permitted when compliance is inherently impractical, such as road tolls, transit applications, or where a Cardholder would not expect interaction with a Chip-Reading Device, such as a fine dining establishment.
4.2.K.6	Acquirer Responsibilities
4.2.K.6.a	An Acquirer that processes Chip Card Transactions must:
	<ul> <li>Identify the Chip-initiated Transaction in the appropriate VisaNet record, as specified in the V.I.P. System Technical Specifications.</li> </ul>
	<ul> <li>Use the appropriate POS Entry Mode code values</li> </ul>
	<ul> <li>Provide the Authorization Response Code in the Clearing Record for Chip Transactions that are approved offline</li> </ul>
	<ul> <li>Ensure the Chip-initiated Transaction contains all data elements that create the EMV-Online Card Authentication Cryptogram if the Acquirer is capable of processing Full-Chip Data</li> </ul>
4.2.K.6.b	Visa and Visa Electron Chip-Reading Devices must be EMV- and VIS-Compliant.
4.2.K.6.c	In order to recognize EMV-Compliant Chip Cards when Visa Smart Payment is supported, an Acquirer must ensure that all EMV- and VIS-Compliant Chip-Reading Devices act upon the Service Code read from the Magnetic Stripe.
4.2.K.6.d	An Acquirer must ensure that the Visa Public Keys are replaced by the date specified by Visa.
4.2.K.7	Acquirer Liability
4.2.K.7.a	An Acquirer is responsible for the actions of a Chip-Reading Device that provides improper information and processing decisions to the Chip.
4.2.L	Contactless Payment Terminals

All Point-of-Transaction Terminals that accept Visa Cards or Visa Electron Cards for Contactless Payment must meet Visa specifications.

## 4.2.L.1 General Requirements

4.2.L.1.a An Acquirer must:

- Ensure that a Point-of-Transaction Terminal with Contactless Payment capability has been approved by Visa, or an entity authorized by Visa
- Comply with operating requirements as specified in the Visa U.S.A. Contactless Payment Program Member Implementation Guide
- Ensure that its Merchant displays the Contactless Payment signage specified in the Contactless Indicator and Contactless Symbol Reproduction and Applications Guide

4.2.L.2 Registration

# 4.2.L.2 Registration

An Acquirer must register its Merchant in order for the Merchant to participate in the Visa Contactless Payment Program. Registration information is available upon request from Visa U.S.A.

# 4.2.L.3 Processing

An Acquirer that processes Contactless Payment Transactions must:

- Identify a Contactless Payment Transaction in the VisaNet Authorization Request by using the appropriate POS Entry Mode code value, as specified in *Required Data for Authorization Requests and Responses (Exhibit OO)*
- Transmit full contents of the Magnetic Stripe or Contactless Payment chip, including any Device Indicator values, if present, in its Authorization Request
- Assign the appropriate Terminal Entry Capability Code in the Clearing Record, as specified in *VisaNet Clearing Message Content Standards (Exhibit NN)*
- Comply with processing requirements as specified in all of the following:
  - Visa U.S.A. Contactless Payment Program Technical Implementation Guide
  - Visa U.S.A. Contactless Payment Program Member Testing and Certification Guide
  - Appropriate *VisaNet User's Manual*, including Proximity Payment processing requirements, which are also applicable to Contactless Payment Transactions
- Ensure that its Merchant complies with requirements specified in the Visa U.S.A. Contactless Payment Merchant Testing Guide

# 4.2.M Account-Number-Verifying Terminals

## 4.2.M.1 Acquirer Responsibilities

An Acquirer that is required to install and authorize Transactions at a specified Merchant Outlet via an Account-Number-Verifying Terminal, as specified in Chapter 2, "*Risk Management & Security*," must:

- Notify the Issuers indicated by both the embossed or printed, and encoded Account Numbers when the embossed or printed Account Number does not match the encoded Account Number **and**
- Handle any recovered Card as specified in Chapter 2, "Risk Management & Security"

## 4.2.M.2 Merchant Responsibilities

A Merchant that is required to install and authorize Transactions via an Account-Number-Verifying-Terminal, as specified in Chapter 2, "*Risk Management & Security*," must comply with **all** of the following:

- When the embossed or printed Account Number does not match the encoded Account Number:
  - Decline the Transaction and attempt to retain the Card by reasonable and peaceful means
  - Note the physical description of the Cardholder
  - Handle any recovered Card as specified in Chapter 2, "*Risk Management & Security*"
- When the encoded Account Number cannot be read from the Magnetic Stripe or Chip, follow normal Authorization procedures and complete the approved Transaction using a manual imprinter
- When the embossed or printed Account Number is the same as the encoded Account Number, follow normal Authorization procedures
- Notify the Acquirer if a Card is retained

# 4.2.N Cardholder-Activated Terminals

## 4.2.N.1 Operational Plan

**4.2.N.1.a** Prior to activating a Cardholder-Activated Terminal, an Acquirer must submit both of the following to Visa U.S.A.:

- Detailed written operational plan for each proposed Merchant Agreement with a Cardholder-Activated Terminal Merchant. The plan must include, but is not limited to, the following:
  - Type of goods and services to be provided
  - Type of Cardholder-Activated Terminal to be used
  - Transaction flow explanation
  - Proposed Authorization procedure, if applicable
  - Risk management plan
- Written certification that each participating Cardholder-Activated Terminal meets the required standards as specified in *Section 4.2.N*

4.2.N.1.b Visa U.S.A. may impose additional operating requirements, as it deems necessary.

4.2.N.2 Terminal Installation Requirements

4.2.N.2	Terminal Installation Requirements
	If an Acquirer installs a Cardholder-Activated Terminal, the Acquirer must do both of the following:
	<ul> <li>Comply with the Authorization requirements specified in Chapter 6, "Operational Standards." The Authorization is valid if the Authorization amount is equal to or greater than the Transaction amount.</li> </ul>
	<ul> <li>Identify each Cardholder-Activated Terminal Transaction, as specified in all of the following:</li> </ul>
	- VisaNet Clearing Message Content Standards (Exhibit NN)
	- Required Data for Authorization Requests and Responses (Exhibit OO)
	- Appropriate VisaNet User's Manual
	- Chapter 6, "Operational Standards"
4.2.N.3	Cancellation Message
4.2.N.3.a	An Acquirer must send a cancellation message to the V.I.P. System:
	<ul> <li>At any time before the terminal begins operation, if the Cardholder cancels the Transaction request, and</li> </ul>
	<ul> <li>Whenever the terminal cannot complete the Transaction due to a failure or timeout resulting from a delayed Authorization Response</li> </ul>
4.2.N.3.b	If an Automated Dispensing Machine or Self-Service Terminal allows an Acquirer to cancel a Transaction before the machine or terminal begins operation, the Acquirer may decline the request without Issuer permission under the following circumstances:
4.2.N.4	Card Retention
4.2.N.4.a	An Automated Dispensing Machine, Self-Service Terminal, or Limited-Amount Terminal is not required to have the ability to retain Visa Cards, or Visa Electron Cards. If it can, it may retain a Visa Card or Visa Electron Card only upon the specific request of the Issuer.
4.2.N.4.b	If a Visa Card or Visa Electron Card is retained, the Acquirer or Merchant must:
	<ul> <li>Log it under dual custody immediately after removal from the Cardholder-Activated Terminal and</li> </ul>
	<ul> <li>Render it unusable, as specified in Chapter 2, "Risk Management &amp; Security," and return it to the Issuer</li> </ul>
4.2.N.4.c	An Issuer is not required to pay a reward to the Acquirer. The Acquirer may collect a handling fee, as specified in Chapter 9, " <i>Fees and Charges</i> ."
4.2.N.5	Automated Dispensing Machines
4.2.N.5.a	The Acquirer of an Automated Dispensing Machine must obtain approval from Visa for PIN handling and security before the Automated Dispensing Machine may accept Cards.

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4.2.N.5.b	At a minimum, an Automated Dispensing Machine must comply with <b>all</b> of the following:
	<ul> <li>Accept PINs that are four, five, or six digits or alphabetic characters, or a combination, as a substitute for a signature</li> </ul>
	<ul> <li>Read and transmit the entire unaltered contents of either track 1 or track 2 of the Magnetic Stripe or Chip</li> </ul>
	<ul> <li>Produce a Transaction Receipt<sup>1</sup></li> </ul>
	Have a standard PIN pad
	<ul> <li>Display the Visa Flag Symbol, as specified in Chapter 10, "Card &amp; Marks Specifications (Effective through June 30, 2011)" or the Visa Brand Mark, as specified in Chapter 10A, "Visa Brand Mark &amp; Card Standards"</li> </ul>
	Comply with the:
	- Payment Technology Standards Manual
	- PIN Management Requirements Documents
	- Appropriate VisaNet User's Manual
4.2.N.5.c	An Automated Dispensing Machine must <b>not</b> dispense Scrip.
4.2.N.5.d	An Automated Dispensing Machine must be capable of conveying at least the following information, as necessary, to the Cardholder:
	Card invalid for this service
	Service unavailable now
	Invalid PIN—Re-enter
	Card retained
4.2.N.5.e	An Acquirer may decline a Cardholder's Transaction request after receiving
4.2.N.6	Limited-Amount Terminals
4.2.N.6.a	A Limited-Amount Terminal must:
	<ul> <li>Perform data capture of the Account Number, Transaction Date, and Transaction amount</li> </ul>
	<ul> <li>Read track 1 or track 2 of the Magnetic Stripe or the Chip data and validate the Service Code, Account Number, and expiration date</li> </ul>
	<ul> <li>Check the Account Number against an exception file for Authorization, if the Limited-Amount Terminal can retain this information</li> </ul>
	<ul> <li>Produce a Transaction Receipt, except for Magnetic-Stripe Telephones</li> </ul>
	Limit the Transaction amount to \$25
4.2.N.6.b	A Limited-Amount Terminal must <b>not</b> dispense Scrip.

<sup>&</sup>lt;sup>1</sup> A Transaction Receipt is not required for a Small Ticket Transaction unless the Cardholder requests one.

	4.2.N.6.c	All new deployments of Limited-Amount Terminals must be restricted to the following Merchant Category Codes:
		<ul> <li>Local and Suburban Commuter Passenger Transportation, Including Ferries (4111)</li> </ul>
		Passenger Railways (4112)
		• Bus Lines (4131)
		<ul> <li>Tolls and Bridge Fees (4784)</li> </ul>
		Parking Lots and Garages (7523)
I	4.2.N.6.d	All Limited-Amount Terminals are restricted to the Merchant Category Codes specified in Section 4.2.N.6.c.
	4.2.N.6.e	An exception to the requirements specified in <i>Section 4.2.N.6.c</i> and <i>Section 4.2.N.6.d</i> may be made only with prior written approval from Visa U.S.A.
	4.2.N.7	Self-Service Terminals
		A Self-Service Terminal must comply with the requirements specified in <i>Section 4.2.N.7.a.</i> In addition, the following Transaction types must also comply with:
		<ul> <li>For an Automted Fuel Dispenser Transaction, the requirements specified in Section 4.2.N.7.c and Section 4.2.N.7.d.</li> </ul>
		• Effective October 4, 2008, for a Real-Time Clearing Transaction, the requirements specified in Section 4.2.N.7.d.
	4.2.N.7.a	A Self-Service Terminal must:
		<ul> <li>Read and transmit the entire unaltered contents of either track 1 or track 2 of the Magnetic Stripe or the Chip data, as specified in the appropriate VisaNet User's Manual</li> </ul>
		<ul> <li>Produce a Transaction Receipt<sup>1</sup></li> </ul>
		<ul> <li>Effective April 5, 2008, limit the Transaction amount to \$50 for all Transactions with the exception of Transactions conducted at an Automated Fuel Dispenser</li> </ul>
		Not dispense Scrip
	4.2.N.7.b	Effective April 14, 2007through April 4, 2008, for an Automated Fuel Dispenser Transaction, limit he Transaction amount to:
		<ul> <li>For a Visa Corporate Card or a Visa Purchasing Card, \$75</li> </ul>
		For a Visa Fleet Card, \$150
		<ul> <li>For all other Cards, \$50</li> </ul>

<sup>&</sup>lt;sup>1</sup> A Transaction Receipt is not required for a Small Ticket Transaction unless the Cardholder requests one.

# **4.2.N.7.c Effective April 5, 2008**, except as set forth below in *Section 4.2.N.7.d*, for an Automated Fuel Dispenser Transaction, limit the Transaction amount to:

- For a Visa Fleet Card, \$150
- For all other Cards, \$75
- 4.2.N.7.d Effective July 18, 2008 through October 17, 2009, for an Automated Fuel Dispenser Transaction, limit the Transaction amount to:
  - For a Visa Fleet Card, \$150
  - For all other Cards, \$125
- 4.2.N.7.e Effective October 4, 2008, for a *Real-Time Clearing Transaction*, limit the Transaction amount to \$500

# 4.2.P Clearing and Settlement Services

An Acquirer sending Interchange through BASE II must use the data elements listed in *VisaNet Clearing Message Content Standards (Exhibit NN)* and the appropriate *VisaNet User's Manual.* 

# 4.2.Q Fees

A V.I.P. System User must pay the applicable fees for systems, training, and documentation services furnished to it, as specified in the *Visa U.S.A. Pricing Directory*.

## 4.2.R Risk Management and Security

### 4.2.R.1 Deposit Monitoring

An Acquirer must monitor its Merchants' Deposits, as specified in Chapter 2, "*Risk Management & Security.*"

## 4.2.R.2 Merchant Records

An Acquirer must keep a complete, well-documented file of any information connected to an investigation, at its place of business, for a minimum of 2 years following Merchant Agreement termination.

### 4.2.R.3 Forensic Investigation Requirement

An Acquirer of a Merchant undergoing a forensic investigation must notify Visa Fraud Investigations and Incident Management when it receives notice, or otherwise becomes aware, that the Merchant has terminated its Merchant Agreement.

# 4.2.S Disclosure of Visa Transaction Information

## 4.2.S.1 General

Except as specified in *Section 4.2.S.2.b*, an Acquirer must obtain the prior written consent of the Issuer and Visa U.S.A. before disclosing a Cardholder's Account Number, personal information, or other Visa Transaction information to third parties other than the Acquirer's Agents for the sole purpose of completing a Transaction.

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4.2.S.2 Acquirer Responsibilities
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- **4.2.S.2.a** If the Acquirer divulges information as described in *Section 4.2.S.1*, the Acquirer must ensure that its Agents and the Agents' employees:
  - Make no further disclosure of the information and
  - Treat the information as confidential
- **4.2.S.2.b** An Acquirer may only disclose Visa Transaction Information to third parties, approved by Visa, for the sole purpose of:
  - Supporting a loyalty program
  - Providing fraud control services
- **4.2.S.2.c** Procedures for approval of third parties are available from Visa U.S.A. Risk Management upon request.
- **4.2.S.2.d** A third party that supports a loyalty program or provides fraud control services, as specified in *Section 5.2.I.1.b*, must comply with the requirements of the Cardholder Information Security Program, as specified in *Section 2.2.R*.
- **4.2.S.2.e** An Acquirer that discloses, or allows its Merchants to disclose, Visa Transaction Information to a Third Party or other entity that has not demonstrated its compliance with the Cardholder Information Security Program, is subject to the fines and penalties specified in *Section 1.7.D.27*.

# 4.2.T Notification Requirements

An Acquirer must register with Visa U.S.A. and provide reporting on each of its Merchants that has selected Limited Acceptance, as specified in *Section 5.2.B*.

# 4.2.U Merchant Signage

An Acquirer must ensure that each of its Limited Acceptance Merchants is provided with the Visa-approved signage representing the Limited Acceptance Category it has selected, in accordance with its Merchant Agreement. Specifications for appropriate signage are available from Visa U.S.A.

# 4.2.V Electronic Signature Capture Technology (Effective through May 14, 2009)

## 4.2.V.1 Certification

Prior to submitting a Transaction using electronic signature capture technology, and on an annual basis, an Acquirer must certify in writing to Visa U.S.A. that:

- All signatures will be stored and reproduced on a Transaction-specific basis
- Any Merchant storing an electronically captured signature may reproduce the signature only upon specific request from the Acquirer
- Proper controls are in place to ensure the security of the data and stored signatures

## 4.2.V.2 Visa U.S.A. Rights

Visa U.S.A. may prohibit use of electronic signature capture technology for Visa Transactions if the Acquirer or Merchant has not maintained adequate security and controls relating to this technology.

# 4.2.W Electronic Signature Capture Devices (Effective May 15, 2009)

A Merchant using an electronic signature capture device must:

- Only store and reproduce a signature on a Transaction-specific basis in relation to the Transaction for which the signature was obtained
- Only reproduce a signature upon specific written request from the Acquirer or in response to a Retrieval Request
- Have proper controls in place to ensure the security of the stored signatures and other Cardholder data in accordance with the Payment Card Industry Data Security Standard (PCI DSS)

An Acquirer may reproduce the Cardholder signature obtained using an electronic signature capture device in response to a Retrieval Request.

Visa management has the ability to withdraw an Acquirer, Agent, or Merchant's right to use electronic signature capture devices if they fail to comply with these operating regulations in addition to existing penalties that may be imposed under the *Visa International Operating Regulations*.

# 4.3 Merchant Solicitations

An Acquirer must **not** state or infer in any correspondence, supplies, materials, and/or oral solicitations directed to Merchants or prospective Merchants that any other Member's Merchant materials are being replaced, are invalid, or should be destroyed.

# 4.4 ATM Acquirer Standards

# 4.4.A Introduction

This section specifies the requirements for participation in the Visa ATM Network. An ATM Acquirer must comply with **all** of the following:

- Visa U.S.A. Inc. Operating Regulations
- PIN Management Requirements Documents
- VisaNet User's Manuals
- Plus User's Manual

# 4.4.B Participation

## 4.4.B.1 Certification

Before acting as an ATM Acquirer, a Member must successfully complete certification. This certification demonstrates that each participating ATM meets the interface standards specified in the appropriate *VisaNet User's Manuals*. The certification form is available from Visa U.S.A. upon request.

## 4.4.B.2 Acquirer Requirements

An Acquirer participating in the Visa ATM Network must:

- Ensure that all of its ATMs that participate in other regional or national ATM networks also participate in the Visa ATM Network
- Ensure that its Authorizing Processor performs Authorization, Clearing, and Settlement for all Visa ATM Network Transactions through the Single Message System
- Comply with the Single Message System access fee format specifications, if applicable
- Display ATM Acceptance Marks, as specified in Section 4.4.C.2
- Notify Visa U.S.A. of all ATM locations participating in the Visa ATM Network
- Accept all Visa Cards for all Transaction functions provided by the Acquirer's participating ATM, as specified in *Section 4.4.H.7*
- Become a member of the Plus System, Inc.
- Within 30 calendar days from the date that the Acquirer begins accepting Visa ATM Network Transactions display the Plus Symbol on and accept Cards bearing the Plus Symbol at all ATMs participating in the Visa ATM Network

#### 4.4.B.3 ATM Requirements

**4.4.B.3.a** For the purposes of these Operating Regulations, only an ATM that is owned, leased, controlled, or sponsored by a Member may participate in the Visa ATM Network.

#### **4.4.B.3.b** A Member that sponsors an ATM into the program must ensure that the ATM:

- Complies with all applicable Operating Regulations and
- Meets all financial obligations
- **4.4.B.3.c** A Member that sponsors an Agent or ATM Operator to deploy or operate ATMs must ensure that it meets all obligations as specified in *Section 1.4* and that the ATMs comply with the substance of all applicable Operating Regulations.

## 4.4.C ATM Standards

#### 4.4.C.1 Hours of Operation

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An ATM Acquirer may choose its ATM's hours of operation, provided that any Cardholder can access the ATM any time that it is on-line. An ATM is considered on-line if it can communicate with its host computer.

4.4.C.2	Display of ATM Acceptance Marks	

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- **4.4.C.2.a** Only ATMs and Acquirers that participate in the Visa ATM Network may display the Visa Flag Symbol or Visa Brand Mark.
- **4.4.C.2.b** An Acquirer may display the Visa Electron Symbol or Visa Brand Mark with the Electron Identifier at all ATMs participating in the Visa ATM Network.
- **4.4.C.2.c** The Acquirer must **not** display the Visa Flag Symbol or Visa Brand Mark on or surrounding an ATM unless that ATM accepts all Visa Cards.
- **4.4.C.2.d** If non-Visa-owned acceptance marks are displayed in a single color at an ATM, Visa-owned Acceptance Marks may be displayed in that single color.
- **4.4.C.2.e** If an ATM is located inside a Branch or other facility, the appropriate Acceptance Marks must be displayed at or near the main entrance and at the ATM.
- **4.4.C.2.f** When used as the only Mark at an ATM, the Visa Flag Symbol or the Visa Brand Mark or the Visa Electron Symbol or the Visa Brand Mark with the Electron Identifier must:
  - · Be in full color
  - Be at least 54mm high by 86mm wide

### 4.4.C.3 Display of Plus Symbol

When used at an ATM, the Plus Symbol, if used alone, must:

- Be in full color
- Be at least 54mm high by 86mm wide

4.4.C.4 Message Display

<ul> <li>4.4.C.4.a If an ATM Acquirer imposes an Access Fee on ATM Cash Disbursements, the ATM Acquirer must do all of the following at the ATM:         <ul> <li>Inform the Cardholder that an Access Fee:                 <ul> <li>Inform the Cardholder that an Access Fee:</li> <li>Is assessed in addition to the charges assessed by the Issuer, as specified in <i>Section 4.4.H.5</i>, and</li> <li>May be imposed only on U.S. Cardholders, if applicable, as specified in <i>Section 4.4.H.5</i></li></ul></li></ul></li></ul>
<ul> <li>Is assessed in addition to the charges assessed by the Issuer, as specified in Section 4.4.H.5, and</li> <li>May be imposed only on U.S. Cardholders, if applicable, as specified in Section 4.4.H.5</li> <li>Inform the Cardholder of the Access Fee amount</li> <li>Identify the recipient of the Access Fee</li> <li>Request Cardholder approval of the Access Fee</li> <li>Provide the ability for the Cardholder to cancel the Visa ATM Network Transaction</li> <li>The ATM Acquirer may choose the messages displayed at its ATM. However, each ATM must be capable of communicating the following information, if applicable:</li> <li>Card invalid for this service</li> <li>Service unavailable now</li> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> <li>A.A.C.5 PIN Pad</li> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate VisaNet User's Manual.</li> <li>4.4.C.6 Scrip Terminal</li> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>Section 4.4.H.5, and         <ul> <li>May be imposed only on U.S. Cardholders, if applicable, as specified in Section 4.4.H.5</li> <li>Inform the Cardholder of the Access Fee amount</li> <li>Identify the recipient of the Access Fee</li> <li>Request Cardholder approval of the Access Fee</li> <li>Provide the ability for the Cardholder to cancel the Visa ATM Network Transaction</li> </ul> </li> <li>4.4.C.4.b The ATM Acquirer may choose the messages displayed at its ATM. However, each ATM must be capable of communicating the following information, if applicable:             <ul> <li>Card invalid for this service</li> <li>Service unavailable now</li> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad         <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate VisaNet User's Manual.</li> </ul> </li> <li>4.4.C.6 Scrip Terminal         <ul> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> </ul>
<ul> <li>Section 4.4.H.5</li> <li>Inform the Cardholder of the Access Fee amount</li> <li>Identify the recipient of the Access Fee</li> <li>Request Cardholder approval of the Access Fee</li> <li>Provide the ability for the Cardholder to cancel the Visa ATM Network Transaction</li> <li>4.4.C.4.b</li> <li>The ATM Acquirer may choose the messages displayed at its ATM. However, each ATM must be capable of communicating the following information, if applicable:         <ul> <li>Card invalid for this service</li> <li>Service unavailable now</li> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad         <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate VisaNet User's Manual.</li> </ul> </li> <li>4.4.C.6 Scrip Terminal         <ul> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>Identify the recipient of the Access Fee         <ul> <li>Request Cardholder approval of the Access Fee</li> <li>Provide the ability for the Cardholder to cancel the Visa ATM Network Transaction</li> </ul> </li> <li>4.4.C.4.b RTM Acquirer may choose the messages displayed at its ATM. However, each ATM must be capable of communicating the following information, if applicable:         <ul> <li>Card invalid for this service</li> <li>Service unavailable now</li> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad         <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate <i>VisaNet User's Manual</i>.</li> </ul> </li> <li>4.4.C.6 Scrip Terminal         <ul> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>Request Cardholder approval of the Access Fee</li> <li>Provide the ability for the Cardholder to cancel the Visa ATM Network Transaction</li> <li>The ATM Acquirer may choose the messages displayed at its ATM. However, each ATM must be capable of communicating the following information, if applicable:         <ul> <li>Card invalid for this service</li> <li>Service unavailable now</li> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad         <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate <i>VisaNet User's Manual</i>.</li> </ul> </li> <li>4.4.C.6 Scrip Terminal         <ul> <li>A scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>Provide the ability for the Cardholder to cancel the Visa ATM Network Transaction The ATM Acquirer may choose the messages displayed at its ATM. However, each ATM must be capable of communicating the following information, if applicable:</li> <li>Card invalid for this service</li> <li>Service unavailable now</li> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> <li>4.4.C.5 PIN Pad An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate <i>VisaNet User's Manual.</i></li> <li>4.4.C.6 Scrip Terminal A Scrip Terminal must not participate in the Visa ATM Network.</li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>4.4.C.4.b The ATM Acquirer may choose the messages displayed at its ATM. However, each ATM must be capable of communicating the following information, if applicable:         <ul> <li>Card invalid for this service</li> <li>Service unavailable now</li> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad         <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate VisaNet User's Manual.</li> </ul> </li> <li>4.4.C.6 Scrip Terminal         <ul> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>ATM must be capable of communicating the following information, if applicable: <ul> <li>Card invalid for this service</li> <li>Service unavailable now</li> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate <i>VisaNet User's Manual.</i></li> </ul> </li> <li>4.4.C.6 Scrip Terminal <ul> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>Service unavailable now         <ul> <li>Invalid PIN—Re-enter</li> <li>Card retained</li> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad         <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate VisaNet User's Manual.</li> </ul> </li> <li>4.4.C.6 Scrip Terminal         <ul> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>Invalid PIN—Re-enter         <ul> <li>Card retained</li> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad         <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate VisaNet User's Manual.</li> </ul> </li> <li>4.4.C.6 Scrip Terminal         <ul> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>Card retained         <ul> <li>Access fee will be assessed</li> </ul> </li> <li>4.4.C.5 PIN Pad             <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate VisaNet User's Manual.</li> </ul> <ul> <li>An Scrip Terminal</li></ul></li></ul>
<ul> <li>Access fee will be assessed</li> <li>4.4.C.5 PIN Pad An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate <i>VisaNet User's Manual.</i></li> <li>4.4.C.6 Scrip Terminal A Scrip Terminal must not participate in the Visa ATM Network.</li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>4.4.C.5 PIN Pad         <ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate VisaNet User's Manual.</li> </ul> </li> <li>4.4.C.6 Scrip Terminal         <ul> <li>A Scrip Terminal must not participate in the Visa ATM Network.</li> </ul> </li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>An ATM must have a standard alphanumeric PIN pad, as specified in the appropriate <i>VisaNet User's Manual.</i></li> <li>4.4.C.6 Scrip Terminal A Scrip Terminal must not participate in the Visa ATM Network.</li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul> <li>VisaNet User's Manual.</li> <li>4.4.C.6 Scrip Terminal A Scrip Terminal must not participate in the Visa ATM Network.</li> <li>4.4.D ATM Operator Standards</li> </ul>
<ul><li>A Scrip Terminal must not participate in the Visa ATM Network.</li><li>4.4.D ATM Operator Standards</li></ul>
4.4.D ATM Operator Standards
The requirements specified in this section are:
For new ATM Operator agreements
For existing ATM Operator agreements
4.4.D.1 ATM Operator Agreement
4.4.D.1.a An ATM Acquirer must have a written ATM Operator agreement with each of its ATM Operators.
<b>4.4.D.1.b</b> An ATM Acquirer may <b>only</b> process Visa ATM Network Transactions from an ATM Operator with which it has a valid ATM Operator agreement.
<b>4.4.D.1.c</b> The ATM Acquirer must ensure that the ATM Operator complies with the substance of the applicable sections of the <i>Visa U.S.A. Inc. Operating Regulations</i> .

4.4.D.2	ATM Operator Agreement Format and Content
4.4.D.2.a	The form, content, and appearance of an ATM Operator agreement is at the discretion of the ATM Acquirer, except as specified in the Visa U.S.A. Inc. Operating Regulations.
4.4.D.2.b	An ATM Acquirer may include other provisions in its ATM Operator agreement if they are consistent with the <i>Visa U.S.A. Inc. Operating Regulations</i> .
4.4.D.2.c	Each ATM Operator agreement must:
	<ul> <li>Clearly state the ATM Acquirer's name, location, and contact information in letter size consistent with the rest of the ATM Operator agreement printing, and in a manner that makes the ATM Acquirer's name readily discernible by the ATM Operator. Tri-party agreements (ATM Acquirer, Agent, ATM Operator) are permitted.</li> </ul>
	• State that the ATM Operator may potentially be terminated for failure to comply with the ATM Operator agreement which includes the substance of the provisions required by the <i>Visa U.S.A. Inc. Operating Regulations</i>
	<ul> <li>Be made available to Visa U.S.A. upon request<sup>1</sup></li> </ul>
4.4.D.2.d	The <i>Visa U.S.A. Inc. Operating Regulations</i> may be amended from time to time and each ATM Acquirer is responsible for making corresponding amendments to its ATM Operator agreements.
4.4.D.3	ATM Operator Qualification Standards
4.4.D.3	ATM Operator Qualification Standards Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information through the following:
4.4.D.3	Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information
4.4.D.3	Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information through the following:
4.4.D.3	<ul> <li>Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information through the following:</li> <li>Credit reports</li> </ul>
4.4.D.3	<ul> <li>Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information through the following:</li> <li>Credit reports</li> <li>Background investigations (e.g., criminal, civil)</li> </ul>
4.4.D.3 4.4.D.4	<ul> <li>Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information through the following:</li> <li>Credit reports</li> <li>Background investigations (e.g., criminal, civil)</li> <li>Personal and business financial statements</li> </ul>
	<ul> <li>Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information through the following:</li> <li>Credit reports</li> <li>Background investigations (e.g., criminal, civil)</li> <li>Personal and business financial statements</li> <li>Other information lawfully available to the ATM Acquirer</li> </ul>
4.4.D.4	<ul> <li>Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information through the following:</li> <li>Credit reports</li> <li>Background investigations (e.g., criminal, civil)</li> <li>Personal and business financial statements</li> <li>Other information lawfully available to the ATM Acquirer</li> <li>Qualification Monitoring Requirements <ul> <li>An ATM Acquirer may allow its Agents to execute ATM Operator agreements on its</li> </ul> </li> </ul>
4.4.D.4	<ul> <li>Prior to entering into an ATM Operator agreement, an ATM Acquirer must determine that a prospective ATM Operator does not have any significant derogatory background information about any of its principals. The ATM Acquirer may obtain this information through the following:</li> <li>Credit reports</li> <li>Background investigations (e.g., criminal, civil)</li> <li>Personal and business financial statements</li> <li>Other information lawfully available to the ATM Acquirer</li> <li><b>Qualification Monitoring Requirements</b></li> <li>An ATM Acquirer may allow its Agents to execute ATM Operator agreements on its behalf and/or conduct due diligence reviews. In those cases, the ATM Acquirer must:</li> </ul>

<sup>&</sup>lt;sup>1</sup> ATM Operator agreements provided to Visa U.S.A. must **not** contain contractual details regarding pricing arrangements.

4.4.D.5 Required Information for All ATM Operators

4.4.D.5	Required Information for All ATM Operators
4.4.D.5.a	An ATM Acquirer must collect the ATM Operator information specified in <i>Section 4.4.D.5.b</i> , for all ATM Operators and Agents.
4.4.D.5.b	Information collected by the ATM Acquirer must include <b>all</b> of the following:
	<ul> <li>"Doing Business As" (DBA) name</li> </ul>
	ATM Operator legal name
	<ul> <li>ATM Operator outlet location, including street address, city, state, and ZIP code</li> </ul>
	<ul> <li>Federal "Taxpayer Identification Number (TIN)," "Federal Employer Identification Number (FEIN)," or the "Social Security Number (SNN)" of all principals</li> </ul>
	<ul> <li>Full first and last name, including middle initial of principals (e.g., corporations, partnerships, sole proprietors)</li> </ul>
	<ul> <li>Incorporation status (e.g., corporation, partnership, sole proprietor, non-profit, other)</li> </ul>
4.4.D.6	Availability
	An ATM Operator must take all reasonable actions to ensure that its ATMs and PIN pads at the ATM Operator's outlet(s):
	Are available for use by all Cardholders for Visa ATM Network Transactions
	Function reliably
	<ul> <li>Comply with the PIN Management Requirements Documents</li> </ul>
4.4.D.7	PIN Security
	An ATM Acquirer must ensure that its Agents and ATM Operators maintain the integrity and safety of PIN data, as specified in the PIN Management Requirements Documents.
4.4.D.8	Prohibitions
	Visa may permanently prohibit an ATM Operator from providing services with respect to Visa Products for good cause, such as:
	Fraudulent activity
	<ul> <li>Activity that causes the ATM Acquirer to repeatedly violate the Visa U.S.A. Inc. Operating Regulations</li> </ul>
	Activity that violates applicable law
	Operating in an unsound, unsafe manner
	<ul> <li>Any other activity that may result in undue economic hardship or damage to the goodwill of the Visa system</li> </ul>
4.4.D.9	Fines and Penalties
	An ATM Acquirer that fails to comply with the requirements of Section 4.4.D.1 and Section 4.4.D.5 is subject to the fines and penalties specified in Section 1.7.D.18.

# 4.4.E Card Acceptance

## 4.4.E.1 Unrecognized Service Codes

An Acquirer must **not** prevent the acceptance of a Card or Visa Electron Card, encoded with an Unrecognized Service Code.

#### 4.4.E.2 Account Numbers

- **4.4.E.2.a** A participating ATM must accept and transmit all valid International Organization for Standardization Account Numbers up to 19 digits long.
- **4.4.E.2.b** The ATM may transmit non-Visa account numbers to the Single Message System if no other processing path is available.

## 4.4.F PIN Acceptance

#### 4.4.F.1 General Requirements

For a Visa ATM Network Transaction, the PIN serves as a substitute for the Cardholder signature and is required for all ATM Transactions. An ATM Acquirer must accept and transmit PINs verification 4 to 12 alphanumeric characters long, as specified in the *Payment Technology Standards Manual*. The PIN must be:

- Reversibly encrypted using the Data Encryption Standard or
- Within a Physically Secure Device, as specified in the PIN Management Requirements Documents

## 4.4.F.2 Chip Reading ATMs

An ATM Acquirer must ensure that all Chip-Reading ATMs:

- Support Online PIN
- Do not support "Signature" or "No CVM (Cardholder Verification Method) required"

# 4.4.G ATM Acquirer Processing Rules

### 4.4.G.1 ATM Processing

**4.4.G.1.a** An ATM Acquirer must ensure that the entire unaltered contents of track 2 of the Magnetic Stripe or the Magnetic-Stripe Data contained in the Chip on the Card are read and transmitted.

## 4.4.H ATM Cash Disbursement Processing Rules

## 4.4.H.2 Currency or Cheque Disbursement

An ATM must dispense the local currency or display the type of currency dispensed, including Cheques or Foreign Currency. If an ATM dispenses Cheques and charges a fee, the Member must disclose the fee to the Cardholder.

## 4.4.H.3 Transaction Fees and Charges

**4.4.H.3.a** An ATM Acquirer must submit a Visa ATM Network Transaction for Clearing at the same value as the cash dispensed to the Cardholder.

4.4.H.4 ATM Transaction Receipt Requirements

4.4.H.3.b	The ATM Acquirer may assess fees or charges as specified in the <i>Visa U.S.A. Inc. Operating Regulations</i> , including:
	<ul> <li>Taxes or other charges imposed by local law and</li> </ul>
	Commissions or fees on the sale of Cheques or Foreign Currency, as specified in Section 4.4.H.2
4.4.H.4	ATM Transaction Receipt Requirements
4.4.H.4.a	An ATM must offer a Transaction Receipt for each ATM Cash Disbursement, unless one of the following occurs:
	Paper supply is empty
	<ul> <li>Hardware malfunction prevents producing a Transaction Receipt</li> </ul>
	<ul> <li>Balance Inquiry information is requested and displayed on the ATM screen</li> </ul>
4.4.H.4.b	The Transaction Receipt must include the information specified in <i>Electronic and Manual Transaction Receipts (Exhibit S)</i> .
	Transaction Access Fac
4.4.H.5	Transaction Access Fee
4.4.H.5	An ATM Acquirer may impose an Access Fee on an ATM Cash Disbursement as specified in this section.
4.4.H.5 4.4.H.5.a	An ATM Acquirer may impose an Access Fee on an ATM Cash Disbursement as
-	An ATM Acquirer may impose an Access Fee on an ATM Cash Disbursement as specified in this section. At least 30 calendar days prior to implementation, the ATM Acquirer must notify Visa
4.4.H.5.a	<ul> <li>An ATM Acquirer may impose an Access Fee on an ATM Cash Disbursement as specified in this section.</li> <li>At least 30 calendar days prior to implementation, the ATM Acquirer must notify Visa U.S.A. in writing that it will impose Access Fees on ATM Cash Disbursements.</li> <li>If an ATM Acquirer imposes an access fee on ATM Cash Disbursements as permitted in <i>Table 4-1</i>, the ATM Acquirer must provide to Visa U.S.A. a copy of the applicable</li> </ul>
4.4.H.5.a 4.4.H.5.b	<ul> <li>An ATM Acquirer may impose an Access Fee on an ATM Cash Disbursement as specified in this section.</li> <li>At least 30 calendar days prior to implementation, the ATM Acquirer must notify Visa U.S.A. in writing that it will impose Access Fees on ATM Cash Disbursements.</li> <li>If an ATM Acquirer imposes an access fee on ATM Cash Disbursements as permitted in <i>Table 4-1</i>, the ATM Acquirer must provide to Visa U.S.A. a copy of the applicable state law or other jurisdiction that prohibits Access Fee restrictions.</li> </ul>
4.4.H.5.a 4.4.H.5.b	<ul> <li>An ATM Acquirer may impose an Access Fee on an ATM Cash Disbursement as specified in this section.</li> <li>At least 30 calendar days prior to implementation, the ATM Acquirer must notify Visa U.S.A. in writing that it will impose Access Fees on ATM Cash Disbursements.</li> <li>If an ATM Acquirer imposes an access fee on ATM Cash Disbursements as permitted in <i>Table 4-1</i>, the ATM Acquirer must provide to Visa U.S.A. a copy of the applicable state law or other jurisdiction that prohibits Access Fee restrictions.</li> <li>The ATM Acquirer may impose an Access Fee if:</li> <li>It imposes an Access Fee on all other Interchange Transactions through other</li> </ul>

# Table 4-1: ATM Cash Disbursement Access Fee Requirements

ATM Location	Type of ATM Cash Disbursement
In a state or other jurisdiction that has no legislation governing Access Fees, or that allows Access Fee restrictions	Only ATM Cash Disbursements made with a Card issued by a U.S. Member may include an Access Fee
In a state or other jurisdiction that prohibits access fee restrictions	All ATM Cash Disbursements that comply with the Visa U.S.A. Inc. Operating Regulations may include an Access Fee, as determined by the Acquirer.

4.4.H.5.d	If an Access Fee is imposed, as specified in <i>Section 4.4.H.6.c</i> , the ATM Acquirer must include the Access Fee amount in the SMS record in accordance with the appropriate <i>VisaNet User's Manual</i> .
4.4.H.5.e	The ATM Acquirer may be subject to a fine of three times the amount of the Access Fees imposed during the period of noncompliance, or as specified in Chapter 1, " <i>General Regulations</i> ," whichever is greater, if the Member does not:
	<ul> <li>Notify Visa U.S.A. of its intent to impose an Access Fee, as specified in Section 4.4.H.5.a, or</li> </ul>
	Comply with the Visa U.S.A. Inc. Operating Regulations
4.4.H.5.g	An ATM Acquirer that adds an access fee to an ATM Cash Disbursement must report to Visa U.S.A., on a quarterly basis, the:
	Physical location of each ATM and
	<ul> <li>Total number of ATMs at which an Access Fee is imposed</li> </ul>
4.4.H.6	Access Fee Notice Requirements
4.4.H.6.a	An ATM Acquirer must disclose the Access Fee to the Cardholder via a sign posted prominently on, or immediately adjacent to, the ATM.
4.4.H.6.b	The disclosure must comply with all of the following:
	<ul> <li>Be readily visible to the Cardholder in the Cardholder's line of sight</li> </ul>
	<ul> <li>Be as high a contrast or resolution as any other graphics on the terminal</li> </ul>
	• Be a minimum of 4" x 4" with:
	- A heading of at least an 18-point type font and
	- Text of at least 14-point type font
	Contain one of the following notices:
	<ul> <li>Fee Notice "(Member Name) charges a (\$ amount) fee to U.S. Cardholders for withdrawing cash. This fee is added to the amount of your withdrawal and is in addition to any fees that may be charged by your financial institution."</li> </ul>
	<ul> <li>Fee Notice "(Member Name) charges a (\$ amount) fee for withdrawing cash. This fee is added to the amount of your withdrawal and is in addition to any fees that may be charged by your financial institution."</li> </ul>
	<ul> <li>Fee Notice "(Member Name) may assess a fee to Cardholders for transactions. This fee is added to the amount of your transaction and is in addition to any fees that may be charged by your financial institution."</li> </ul>
	- Fee Notice "(Member Name) may assess a fee for transactions. This fee is added to the amount of your transaction and is in addition to any fees that may be charged by your financial institution."

4.4.H.6.c	The ATM Acquirer that imposes an Access Fee must submit all displays and language relating to the access fee to Visa U.S.A. prior to implementing its access fee policy.	
4.4.H.7	Transaction Functions	
4.4.H.7.a	An ATM must provide the following transaction function options, unless prohibited by local law:	
	<ul> <li>Cash Disbursements from checking, savings, and credit accounts</li> </ul>	
	<ul> <li>Balance Inquiries from checking, savings, and credit accounts</li> </ul>	
	<ul> <li>Transfers between checking and savings accounts</li> </ul>	
4.4.H.7.b	If the ATM offers account selection, the Acquirer must transmit the "from account" selected by the Cardholder in the Authorization Request and the Clearing Record.	
4.4.H.7.c	If the ATM does not offer account selection, the Acquirer must transmit "no account specified" in the Authorization Request and the Clearing Record.	
4.4.H.8	Cancelled Transactions	
	If an ATM has the ability to cancel a Transaction at any point before it is completed, a Reversal message must be sent to the Single Message System whenever:	
	Cardholder cancels the Transaction	
	<ul> <li>ATM cannot dispense currency due to a system failure</li> </ul>	
	<ul> <li>Delayed Authorization Response causes a timeout</li> </ul>	
4.4.H.10	Balance Inquiries	
	In response to a Balance Inquiry, an ATM Acquirer must display the balance on the:	
	• ATM or	
	Transaction Receipt, as specified in <i>Electronic and Manual Transaction Receipts</i> (Exhibit S)	
4.4.I	Additional Plus Program Processing Rules	
4.4.I.1	Participation	
4.4.I.1.a	An Acquirer may participate in the Plus Program by becoming a member of Plus System, Inc., and displaying the Plus Symbol on one or more of its ATMs, as specified in the <i>Plus User's Manual</i> .	
4.4.I.1.b	An Acquirer that participates in the Visa ATM Network must also participate as an	

Acquirer in the Plus Program, as specified in Section 4.4.C.3.

4.4.I.2	Processing Rules	
	All Plus ATM Transactions are governed by Plus System, Inc. and must comply with the <i>Plus User's Manual,</i> except as specified in this section.	
4.4.I.2.a	An Acquirer may designate an ATM Transaction made with a Visa Card bearing the Plus Symbol as a:	
	<ul> <li>Visa ATM Network Transaction, governed by the Visa U.S.A. Inc. Operating Regulations, or</li> </ul>	
	Plus System, Inc. transaction, governed by the Plus User's Manual	
4.4.I.2.b	In the absence of Acquirer designation:	
	A Transaction completed at an ATM directly connected to the Single Message	

System is considered a Visa ATM Network Transaction and
A Transaction completed at an ATM connected to the Single Message System through the Plus System, Inc. network is governed by the Plus User's Manual

# 4.5 Additional Acquirer Standards

# 4.5.A VisaNet Copy Request and Fulfillment Service Requirement

An Acquirer must participate in the VisaNet Copy Request and Fulfillment Service, as specified in Chapter 7, "*Dispute Resolution*." This section specifies the performance requirement with which each Acquirer must comply.

## 4.5.A.1 Acquirer Fulfillment Rate Requirement

Acquirers must fulfill all Copy Requests through the VisaNet Copy Request and Fulfillment Service, with either an automated Fulfillment or an automated Nonfulfillment Message.

## 4.5.A.2 Fees

If an Acquirer does not meet the Fulfillment requirement, Visa assesses an increased Transaction fee for all Fulfillment Transactions, as specified in the *Visa U.S.A. Pricing Directory*.

4.5.B Retrieval Request Rate Standards

# 4.5.B Retrieval Request Rate Standards

An Acquirer must **not** exceed the monthly Retrieval Request rate<sup>1</sup> specified in *Table 4-2*.

Merchant Category	All Visa Cards
Airline	0.25%
Lodging/Cruise Line	0.15%
Car Rental	0.25%
Department Store	0.25%
Mass Merchandiser	0.15%
Gas and Convenience Store	0.25%
Direct Marketing Catalog Merchant	0.07%
Direct Marketing Combination Catalog and Retail Merchant	0.06%
Direct Marketing Outbound Telemarketing Merchant	0.40%
Direct Marketing Inbound Teleservices Merchant	0.20%
Direct Marketing Continuity/Subscription Merchant	0.15%
Direct Marketing Insurance Services Merchant	0.05%
All Merchants (including those listed above)	0.17%

 Table 4-2:
 Acquirer Monthly Retrieval Request Rate Standards

<sup>&</sup>lt;sup>1</sup> The Retrieval Request rate is the number of Transaction Receipts received as a percentage of all Transactions processed by the Acquirer in the specific Merchant category.

# 4.5.C Chargeback Rate Standards

An Acquirer must **not** exceed the Chargeback rate<sup>1</sup> for the respective Card program, as specified in *Table 4-2*.

Table 4-3: Acquirer (	Chargeback Rate Standards
-----------------------	---------------------------

Merchant Category	All Visa Cards
Chargeback Rate	
All Merchants	0.17%
Department Store	0.10%
Mass Merchandiser	0.07%
Gas and Convenience Store	0.13%
Direct Marketing Catalog Merchant	0.22%
Direct Marketing Combination Catalog and Retail Merchant	0.18%
Direct Marketing Outbound Telemarketing Merchant	0.90%
Direct Marketing Inbound Teleservices Merchant	0.80%
Direct Marketing Continuity/Subscription Merchant	0.75%
Direct Marketing Insurance Services Merchant	0.25%

<sup>&</sup>lt;sup>1</sup> The Chargeback rate is the number of Chargebacks received as a percentage of all Transaction Receipts processed.

# 4.6 Manual Cash Disbursements

# 4.6.A Requirements and Limitations

Each Member authorized to provide Cash Disbursements in the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Section 2.04,* must make Manual Cash Disbursements to other Issuers' Visa Cardholders. This includes, but is not limited to, valid Visa Payroll Cards and Visa Prepaid Cards with an unembossed Cardholder name. This requirement is limited only by applicable law, the Issuer's Cash Disbursement policy, and as specified in this section.

# 4.6.A.1 Visa Electron Cards

An Acquirer must **not** accept a Visa Electron Card for a Manual Cash Disbursement.

# 4.6.A.2 Visa TravelMoney Cards

An Acquirer must **not** accept a Visa TravelMoney Card for a Manual Cash Disbursement.

# 4.6.A.3 Participant-Type Members Providing Only Cash Disbursements

Prior to making Cash Disbursements, a Participant-type Member that is authorized to provide Cash Disbursements only, as described in the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Section 2.04(j)*, must be separately approved for each type of Cash Disbursement by Visa U.S.A.

# 4.6.A.4 Cheques, Foreign Currency, and Visa TravelMoney Cards (Effective through May 14, 2008)

The amount of a Manual Cash Disbursement representing the sale of Cheques, Visa TravelMoney Cards, or Foreign Currency must **not** exceed the value of the Cheques, Visa TravelMoney Cards, or Foreign Currency plus any commission or fee.

# 4.6.A.5 Cheques and Foreign Currency (Effective May 15, 2008)

- **4.6.A.5.a** A Member that sells Visa Travelers Cheques or Foreign Currency and has the authority to make Cash Disbursements must process the sale as either:
  - A Quasi-Cash Transaction, as specified in Section 5.4.A or
  - A Cash Disbursement Transaction, as specified in this section and Section 5.5.B
- **4.6.A.5.b** The amount of the Cash Disbursement representing the sale of Visa Travelers Cheques or Foreign Currency must not exceed the value of the Visa Travelers Cheques or Foreign Currency as specified in *Section 5.5.B.7*

#### 4.6.A.6 Visa Mini Card

If a Visa Mini Card is presented, the Merchant/Acquirer must request the corresponding full-sized Visa Card to complete the Transaction.

# 4.6.B Foreign Branches

# 4.6.B.1 Overview

A Foreign Branch of a Member licensed to use the Visa Program Marks must make Manual Cash Disbursements to other Issuer's Visa Cardholders up to the maximum Cash Disbursement limit assigned to these Foreign Branches by its Member.

### 4.6.B.2 Processing Requirements

- 4.6.B.2.a A Member must make the Cash Disbursement upon presentation of a valid Visa Card.
- **4.6.B.2.b** An Acquirer must **not** make an Authorization Request unless the Cash Disbursement request is over the Issuer-specified limit.
- **4.6.B.2.c** The Acquirer must make an over-limit Authorization Request by cable, telephone, or telex and collect the charges from the Issuer, as specified in the *Visa International Operating Regulations, Volume I—General Rules.*

# 4.6.C Cash Disbursements Through Related Companies

A Member may make Manual Cash Disbursements through the offices of its related companies if **all** of the following are true:

- Visa U.S.A. has given the Member prior approval
- Member or the Member's holding company wholly owns the company
- Companies are primarily engaged in financial services to the public

# 4.6.D Cash Disbursement Amount

#### 4.6.D.1 Minimum Amount

An Acquirer may establish a minimum Manual Cash Disbursement amount of \$25.

#### 4.6.D.2 Maximum Amount

For Manual Cash Disbursements on Interchange Transactions, an Acquirer may establish a maximum Manual Cash Disbursement amount.

# 4.7 Visa Secure Electronic Commerce

# 4.7.A General Requirements

A Member that participates in Visa Secure Electronic Commerce must comply with this section and the policies, procedures, operating requirements, and standards specified in the *3 D Secure: Implementation Guide—Acquirer* manual.

4.7.A.1 Implementation

# 4.7.A.1 Implementation

A participating Member must:

- Complete the enrollment process
- Obtain permission from its Principal-Type Member (if the Member is a Sponsored Member)
- As applicable, implement product security measures in accordance with Certification Authority and Payment Gateway, or 3-D Secure Specification standard requirements

# 4.7.A.2 3-D Secure Support

A Member must:

- Support the 3-D Secure Specification for its Electronic Commerce Merchants
- Support the transmission of Authentication Data through the V.I.P. System
- Make arrangements with its Electronic Commerce Merchants for the storage of Authentication Data

# 4.7.A.3 Use of Visa-Linked Digital Certificates

A Member must **not** use a Digital Certificate issued by or associated with Visa as an Authentication Mechanism for a non-Visa product or service, unless prior written approval has been obtained from Visa.

#### 4.7.A.4 Use of Verified by Visa Mark

An Acquirer that uses the Verified by Visa Mark in its 3-D Secure Authenticated Payment Program must:

- Comply with the Visa International Card and Marks Specifications
- Ensure that its 3-D Secure components have successfully met the requirements of the Visa 3-D Secure Vendor Compliance Testing Program
- Ensure that its Merchants using the Verified by Visa Mark:
  - Use certified and operational 3-D Secure software on their Web sites
  - Comply with the Visa International Card and Marks Specifications
  - Not use the Mark in a way that implies endorsement of any other product or service
  - Not use the Mark as an Acceptance Mark in any application

An Acquirer must ensure that its Electronic Commerce Merchant not use the Verified by Visa Mark unless the Merchant is a 3-D Secure participant.

4.7.B	Acquirer Participation Requirements
4.7.B.1	3-D Secure
4.7.B.1.a	An Acquirer that has a Merchant Agreement with an Electronic Commerce Merchant must comply with Section 4.7 and all of the following:
	<ul> <li>Meet all minimum requirements for Merchant server processing</li> </ul>
	<ul> <li>Comply with the Visa-established policies, procedures, and operating guidelines governing 3-D Secure Specification Transactions</li> </ul>
4.7.B.1.b	An Acquirer may:
	Use the Visa 3-D Secure Services
	Obtain software from a Visa-approved vendor
	<ul> <li>Contract with a Visa-approved third party</li> </ul>
	Develop its own service
4.7.B.1.c	An Acquirer must notify its Electronic Commerce Merchants of the availability of 3-D Secure.
4.7.B.1.d	An Acquirer must:
	<ul> <li>Include the following in an Authorization Request as a condition of using Electronic Commerce Transaction Indicator value of "5" or "6" in the Authorization or Clearing Record:</li> </ul>
	<ul> <li>For Electronic Commerce Transaction Indicator value of "5" (Secure Electronic Commerce Transaction), Cardholder Authentication Verification Value</li> </ul>
	<ul> <li>For Electronic Commerce Transaction Indicator value of "6" (Non-Authenticated Security Transaction and the Merchant attempted 3-D Secure authentication), Cardholder Authentication Verification Value, if the Cardholder Authentication Verification Value was provided by the Issuer</li> </ul>
	<ul> <li>Ensure that its participating Electronic Commerce Merchants comply with all Visa U.S.A. Inc. Operating Regulations pertaining to 3-D Secure, and that the substance of these requirements is included in the Merchant Agreement</li> </ul>
	<ul> <li>Ensure that its participating Merchants or Processors that process 3-D Secure Transactions comply with requirements specified in both the:</li> </ul>
	- 3-D Secure: Merchant Implementation Guide
	- Cardholder Information Security Program

4.7.B.2 3-D Secure Transaction Exceptions (Effective November 1, 2008)

4.7.B.2	3-D Secure Transaction Exceptions (Effective November 1, 2008)
4.7.B.2.a	An Acquirer must notify its participating Merchants in the following Merchant Category Codes that their Electronic Commerce Transactions are not eligible for protection from "Cardholder Does Not Recognize Transaction" (Reason Code 75) and "Fraudulent Transaction—Card-Absent Environment" (Reason Code 83) Chargebacks:
	Wire Transfer Money Orders (4829)
	<ul> <li>Direct Marketing — Inbound Teleservices Merchant (5967)</li> </ul>
	<ul> <li>Non-Financial Institutions—Foreign Currency, Money Orders (not Wire Transfer), Travelers' Cheques (6051)</li> </ul>
	<ul> <li>Betting including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks (7995)</li> </ul>
4.7.B.2.b	An Acquirer must notify any of its participating Merchants identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online that their Electronic Commerce Transactions are not eligible for Chargeback protection from:
	- "Cardholder Does Not Recognize Transaction" (Reason Code 75)
	- "Fraudulent Transaction—Card-Absent Environment" (Reason Code 83)
4.7.B.2.c	An Acquirer must notify its participating Merchants identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online that their Electronic Commerce Transactions are not eligible for Chargeback protection while the Merchant remains in the program, plus four additional months after exiting the program.
4.7.B.2.d	An Acquirer must, within 30 days of Notification from Visa that a participating 3-D Secure Merchant is identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online, ensure that its Merchant transmits an Electronic Commerce Transaction Indicator value of "7" (Non-Authenticated Security Transaction) in the Authorization Request and Clearing Record for fully authenticated Transactions and attempted authentication Transactions.
4.7.B.2.e	The requirements specified in <i>Section 4.7.B.2.b</i> , <i>Section 4.7.B.2.c</i> , and <i>Section 4.7.B.2.d</i> also apply to Merchants that enable 3-D Secure while identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online.

# 4.8 Custom Payment Services

This section specifies the requirements for the following types of Custom Payment Services (CPS) Transactions:

- CPS/Account Funding Transactions
- CPS/Automated Fuel Dispenser Transactions
- CPS/Card Not Present Transactions
- CPS/e-Commerce Basic Transactions
- CPS/e-Commerce Preferred Retail Transactions
- CPS/e-Commerce Preferred Hotel and Car Rental Transactions
- CPS/e-Commerce Preferred Passenger Transport Transactions
- CPS/Hotel and Car Rental Card Not Present Transactions
- CPS/Hotel and Car Rental Card Present Transactions
- CPS/Passenger Transport Transactions
- CPS/Restaurant Transactions
- CPS/Retail Transactions
- CPS/Retail Key-Entry Transactions
- CPS/Service Station Transactions
- CPS/Retail 2 Transactions
- CPS/Small Ticket Transactions
- CPS/Supermarket Transactions

# 4.8.A Overview

# 4.8.A.1 General

A Custom Payment Services Transaction must:

- Comply with **all** of the following:
  - Section 4.8
  - Visa U.S.A. Inc. Operating Regulations
  - Appropriate VisaNet User's Manuals
  - VisaNet Clearing Message Content Standards (Exhibit NN)
  - Required Data for Authorization Requests and Responses (Exhibit OO)
- Be authorized through the V.I.P. System<sup>1</sup>
- Be entered into Interchange through VisaNet, as specified in the appropriate VisaNet User's Manuals

#### 4.8.A.2 Qualification

- **4.8.A.2.a** Transactions submitted into Interchange qualify individually as Custom Payment Services Transactions.
- **4.8.A.2.b** CPS/Retail is not available for Transactions with a Merchant Category Code of 5812 (Eating Places and Restaurants), 5814 (Fast Food Restaurants), or 5541 (Service Stations).
- **4.8.A.2.c** CPS/Retail Key-Entry is available for Transactions that meet the requirements for CPS/Retail, except that the Transactions:
  - Are key-entered because the Magnetic Stripe of the Card cannot be read **and**
  - Must receive the acceptable response, as specified in *Section 4.8.C.1*, to the Address Verification Service Inquiry performed at the time of the Authorization Request

<sup>&</sup>lt;sup>1</sup> Effective through April 13, 2007, this requirement does not apply to Chip-initiated Transactions that are approved offline according to the Issuer's instructions encoded in the Chip.

# **4.8.A.2.d** CPS/Retail 2 is available for Transactions with the Merchant Category Codes specified in *Table 4-4*.

Merchant Category Codes	Description
4899	Cable and Other Pay Television Services
5960	Insurance—Direct Marketing
5968	Subscriptions
5983	Fuel Dealers
6300	Insurance Sales, Underwriting, and Premiums
8211	Elementary and Secondary Schools
8220	Colleges, Universities, Professional Schools, and Junior Colleges
8299	Schools and Educational Services (Not Elsewhere Classified)
8351	Child Care Services
8398	Charitable Organizations
9211	Court Costs, Including Alimony and Child Support
9222	Fines
9399	Government Services (Not Elsewhere Classified)

 Table 4-4:
 Merchant Category Codes Qualifying for CPS/Retail 2

Table 4-5: Merchant Category Codes Qualifying for CPS/Restaurant

- **4.8.A.2.e** CPS/Retail 2 is not available for Transactions with a Merchant Category Code of 4900 (Electric, Gas, Water, Sanitary).
- **4.8.A.2.f** CPS/Restaurant is available for Transactions with the Merchant Category Codes specified in *Table 4-5*. Transactions must meet the requirements for CPS/Retail, except that the Authorization and Clearing amounts may differ.

Merchant Category Codes	Description
5812	Eating Places and Restaurants
5814	Fast Food Restaurants

**Table 4-5:** Merchant Category Codes Qualifying for CPS/Restaurant

- **4.8.A.2.g** For Visa Debit Card Transactions with the following CPS/Retail-qualifying Merchant Category Codes, the Authorization and Clearing amounts may differ when a tip is added after the Transaction has been authorized:
  - Taxicabs and Limousines (4121)
  - Bars and Taverns (5813)
  - Beauty and Barber Shops (7230)
  - Health and Beauty Spas (7298)
- **4.8.A.2.h** CPS/Service Station is available for Transactions with the Merchant Category Code of 5541.
- **4.8.A.2.i** CPS/Passenger Transport is available to Members that process Passenger Transport Service Category Transactions initiated either directly by Airlines or passenger railway Merchants, or by their agents.
- **4.8.A.2.j** CPS/Card Not Present is available to Members that process Transactions completed in a Card-Absent Environment, except as specified in *Section 4.8.A.2.m*.
- **4.8.A.2.k** CPS/Automated Fuel Dispenser is available for Transactions with a Merchant Category Code of 5542.
- **4.8.A.2.1** CPS/Account Funding is available for Account Funding Transactions that meet the requirements specified in *Section 4.8.C.6*.
- 4.8.A.2.m Electronic Commerce Transactions are **not** eligible for CPS/Card Not Present

# 4.8.A.3 Electronic Commerce Transaction Qualification

*Table 4-6* details Custom Payment Service availability and qualification requirements applicable to Electronic Commerce Transactions.

Table 4-6: Electronic Commerce Tra	insaction Qualification
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Custom Payment Service	Qualification
CPS/e-Commerce Basic	Available for retail Non-Authenticated Security Transactions where the Merchant did <b>not</b> attempt Cardholder authentication using 3-D Secure. Transactions must also meet the requirements specified in <i>Section 4.8.C.7</i> .
CPS/e-Commerce Preferred Retail	<ul> <li>Available for retail:</li> <li>Secure Electronic Commerce Transactions that comply with the 3-D Secure Specification or</li> <li>Non-Authenticated Security Transactions where the Merchant attempted Cardholder authentication using 3-D Secure</li> <li>Transactions must also meet the requirements specified in Section 4.8.C.8.</li> </ul>
CPS/e-Commerce Preferred Hotel & Car Rental	<ul> <li>Available for Electronic Commerce Transactions originating from a hotel, cruise line, or car rental Merchant that are:</li> <li>Secure Electronic Commerce Transactions that comply with the 3-D Secure Specification or</li> <li>Non-Authenticated Security Transactions where the Merchant attempted Cardholder authentication using 3-D Secure</li> <li>Transactions must also meet the requirements specified in Section 4.9.C.4.</li> </ul>
CPS/e-Commerce Preferred Passenger Transport	<ul> <li>Available for Electronic Commerce Transactions originating from Airline or passenger railway Merchants, or their agents, and that are:</li> <li>Secure Electronic Commerce Transactions that comply with the 3-D Secure Specification or</li> <li>Non-Authenticated Security Transactions where the Merchant attempted Cardholder authentication using 3-D Secure</li> <li>Transactions must also meet the requirements specified in <i>Section 4.8.C.2.</i></li> </ul>
CPS/Hotel & Car Rental Card Not Present	<ul> <li>Available for Electronic Commerce Transactions that originate from a hotel, cruise line, or car rental Merchant:</li> <li>That are Non-Authenticated Security Transactions and</li> <li>Where the Merchant did not attempt Cardholder authentication using 3-D Secure</li> <li>Transactions must also meet the requirements specified in Section 4.8.C.4.</li> </ul>
CPS/Passenger Transport	<ul> <li>Available for Electronic Commerce Transactions originating from an Airline or passenger railway Merchant, or their agent:</li> <li>That are Non-Authenticated Security Transactions and</li> <li>Where the Merchant did not attempt Cardholder authentication using 3-D Secure</li> <li>Transactions must also meet the requirements specified in Section 4.8.C.2.</li> </ul>

4.8.A.4 Non-Qualifying Transactions

4.8.A.4	Non-Qualifying Transactions
4.8.A.4.a	The following Transactions are <b>not</b> eligible for Custom Payment Services:
	Cash Disbursements
	Quasi-Cash Transactions
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants</li> </ul>
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>
	Transactions using any of the following:
	- V.I.P. System Emergency Authorization procedures
	- "Code 10" Authorization procedures
	- "Referral" Authorization procedures
4.8.A.4.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember Processor or credit or charge card issuer (including their subsidiaries an affiliates) are not eligible for Custom Payment Services if:
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members i availability or pricing of services or</li> </ul>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>
4.8.A.4.c	Transactions captured by a Point-of-Transaction Terminal that is owned or controlle by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for Custom Payment Services, unless the Acquirer:
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>
	<ul> <li>Maintains full responsibility and control over the Merchant</li> </ul>
4.8.B	Certification—CPS/Automated Fuel Dispenser Transactions
	An Acquirer must complete the appropriate Custom Payment Services performance certification prior to submitting CPS/Automated Fuel Dispenser Transactions into Interchange.
4.8.B.1	Merchant Requirements
	To be eligible to submit CPS/Automated Fuel Dispenser Transactions, a Merchant mus
	<ul> <li>Complete the required business certification prior to submitting Transactions into Interchange and</li> </ul>
	<ul> <li>Maintain a "velocity-check" program to monitor the volume and frequency of Transactions</li> </ul>
4.8.B.2	Additional Requirements
	The Merchant must <b>not</b> exceed the CPS/Automated Fuel Dispenser fraud or

# 4.8.C Authorization and Clearing Requirements

An Authorization Request for a Custom Payment Services Transaction must meet the requirements specified in *Table 4-7*:

# Table 4-7: Authorization Request Requirements for Custom Payment Services Transactions Transactions

Transaction Type	Point-of- Transaction Terminal	Reads/ Transmits Full Data <sup>5</sup>	Visa or Visa Electron Card is Present	Signature is Obtained <sup>7</sup>
CPS/Retail	1	✓1	<b>√</b> <sup>2</sup>	<b>√</b> <sup>2</sup>
CPS/Retail Key-Entry	✓ <sup>1,3</sup>		1	1
CPS/Retail 2	$\checkmark^4$		1	1
CPS/Service Station	1	✓1	<b>√</b> <sup>2</sup>	<b>√</b> <sup>2</sup>
CPS/Restaurant	1	✓1	<b>√</b> <sup>2</sup>	<b>√</b> <sup>2</sup>
CPS/Hotel and Car Rental Card Not Present	An Acquirer must acknowledge in the Authorization Request that it may forfeit certain Representment rights.			
CPS/Hotel and Car Rental Card Present	1	✓1	1	1
CPS/Passenger Transport	An Acquirer may perform an Address Verification Service inquiry at the time of the Authorization Request.			
CPS/Card Not Present	An Acquirer must perform an Address Verification Service inquiry at the time of the Authorization Request for each Transaction, except as specified in <i>Section 4.8.C.3</i> .			
CPS/Automated Fuel Dispenser	1	1	1	
CPS/Account Funding	An Acquirer must perform an Address Verification Service and Card Verification Value 2 inquiry at the time of the Authorization Request, as specified in <i>Section 4.8.C.6.</i> A Card Verification Value 2 inquiry is not required if the Account Funding Transaction represents a subsequent funding of an existing account and the Card Verification Value 2 inquiry was performed with the initial funding Transaction.			
CPS/e-Commerce Basic	Service inqu	iry at the tim each Transa	n an Address e of the Autho ction, except a	orization

Transaction Type	Point-of- Transaction Terminal	Reads/ Transmits Full Data <sup>5</sup>	Visa or Visa Electron Card is Present	Signature is Obtained <sup>7</sup>
CPS/e-Commerce Preferred Retail	An Acquirer must meet the Authorization requirements, as specified in <i>Section 4.8.C.8</i> , and must perform an Address Verification Service inquiry at the time of the Authorization Request.			
CPS/e-Commerce Preferred Hotel and Car Rental	An Acquirer must meet the Authorization requirements, as specified in <i>Section 4.8.C.9</i> , and may perform an Address Verification Service inquiry at the time of the Authorization Request.			
CPS/e-Commerce Preferred Passenger Transport	An Acquirer must meet the Authorization requirements, as specified in <i>Section 4.8.C.10</i> , and may perform an Address Verification Service inquiry at the time of the Authorization Request.			
CPS/Small Ticket	$\checkmark^2$	1	1	

Table 4-7:	Authorization Request Requirements for Custom Payment Services
	Transactions (Continued)

1. The Authorization Request must originate at an attended Point-of-Transaction Terminal.

2. Transaction must be completed in a Face-to-Face Environment.

3. An Acquirer must perform an Address Verification Service Inquiry at the time of the Authorization Request and receive a "full match," "unsupported," or "retry" response to a "ZIP code only match" request.

- 4. Transactions for which the Card is not present and signature is not obtained are eligible for CPS/Retail 2, as specified in Section 4.8.A.2.d
- 5. Full unaltered contents of track 1 or track 2 of Magnetic-Stripe, Chip, or Contactless Payment chip.

6. At least the first Authorization Request.

7. Cardholder signature is not required if the Transaction qualifies as a No Signature Required Transaction.

# 4.8.C.1 Additional Authorization Requirements—CPS/Retail Key-Entry

For a CPS/Retail Key-Entry Transaction, the Acquirer must receive one of the following responses to an Address Verification Service Inquiry:

- Y (full match)
- U (unsupported)
- R (retry)
- **4.8.C.1.a** The Acquirer must perform the Address Verification Service Inquiry at the time of the Authorization Request.
- **4.8.C.1.b** The Merchant must request only a ZIP code from the Cardholder for the address verification.

4.8.C.2	Additional Authorization Requirements—CPS/Passenger Transport	
4.8.C.2.a	If a Card is not present for a CPS/Passenger Transport Transaction, an Acquirer must acknowledge in the Authorization Request that the Acquirer may forfeit certain Representment rights if:	
	<ul> <li>An Address Verification Service inquiry is not performed or</li> </ul>	
	<ul> <li>Merchant does not have a valid Cardholder-signed agreement on file</li> </ul>	
4.8.C.2.b	If the Visa Electron Card is not present, the Merchant must request another method of payment.	
4.8.C.3	Additional Authorization Requirements—CPS/Card Not Present	
4.8.C.3.a	For a CPS/Card Not Present Transaction, other than a Transaction specified in <i>Section 4.8.C.3.b</i> , the Acquirer must perform an Address Verification Service inquiry at the time of the Authorization Request.	
4.8.C.4	Additional Authorization Requirements—CPS/Hotel and Car Rental Card Not Present and Card Present	
4.8.C.4.a	An Acquirer may use the Status Check Procedure for a Prestigious Property Transaction if the cleared Transaction amount is less than or equal to the Chargeback Protection Limit.	
4.8.C.4.b	For a Lodging Merchant, if the Transaction amount is greater than the Chargeback Protection Limit, the Transaction must:	
	• Be authorized as specified in Section 5.2.K.3.a	
	Be no more than 15 percent greater than the sum of the authorized amounts	
	• Meet the Authorization reversal requirements specified in Section 4.8.C.4.c	
4.8.C.4.c	For a non-Prestigious Property Transaction, the cleared Transaction amount must be within 15 percent, plus or minus, of the total estimated amount authorized.	
	<ul> <li>The Acquirer may submit one full or partial Authorization reversal to meet the 15 percent Authorization variance requirement.</li> </ul>	
	<ul> <li>The Authorization reversal may be greater than the amount of the initial Authorization Request.</li> </ul>	
4.8.C.4.d	An Acquirer of a Car Rental Merchant may use an estimated Transaction amount for submitting an Authorization Request. If the final Transaction amount is greater than the authorized amount, the Transaction must:	
	Be authorized as specified in Section 5.2.K	
	Be no more than 15 percent greater than the sum of the authorized amounts	

• Meet the Authorization reversal requirements specified in Section 4.8.C.4.e

4.8.C.5 Additional Authorization Requirements— CPS/Automated Fuel Dispenser

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4.8.C.7	Additional Authorization Requirements—CPS/e-Commerce Basic	
4.8.C.7.a	For a CPS/e-Commerce Basic Transaction, except as specified in <i>Section 4.8.C.7.b</i> , the Acquirer must perform an Address Verification Service inquiry at the time of the Authorization Request.	
4.8.C.7.c	A Transaction with an Authorization Characteristics Indicator value of "R," as specified in the <i>Required Data for Authorization Requests and Responses (Exhibit OO)</i> , does <b>not</b> qualify as a CPS/e-Commerce Basic Transaction.	
4.8.C.8	Additional Authorization Requirements—CPS/e-Commerce Preferred Retail	
4.8.C.8.a	For a CPS/e-Commerce Preferred Retail Transaction, the Acquirer must use the 3-D Secure Specification and include <b>both</b> :	
	The Electronic Commerce Transaction Indicator value of "5" or "6"	
	Valid Cardholder Authentication Verification Value (CAVV) data	
4.8.C.8.c	An Address Verification Service inquiry is not required for the following:	
	<ul> <li>Transactions completed with a Visa Corporate or Visa Purchasing Card</li> </ul>	
	<ul> <li>Transactions with the Merchant Category Codes specified in Table 4-8</li> </ul>	
4.8.C.8.d	A Transaction with an Authorization Characteristics Indicator value of "R," as specified in the <i>Required Data for Authorization Requests and Responses (Exhibit OO)</i> , does <b>not</b> qualify as a CPS/e-Commerce Preferred Retail Transaction.	
4.8.C.9	Additional Authorization Requirements—CPS/e-Commerce Preferred Hotel and Car Rental	
	For a CPS/e-Commerce Preferred Hotel and Car Rental Transaction, the Acquirer must use the 3-D Secure Specification and include all of the following:	
	The Electronic Commerce Transaction Indicator value of "5" or "6"	
	Valid Cardholder Authentication Verification Value (CAVV) data	
	• The required enriched data, as specified in the appropriate VisaNet User's Manual.	
4.8.C.10	Additional Authorization Requirements— CPS/e-Commerce Preferred Passenger Transport	
	For a CPS/e-Commerce Preferred Passenger Transport Transaction, the Acquirer must use the 3-D Secure Specification and include all of the following:	
	The Electronic Commerce Transaction Indicator value of "5" or "6"	
	Valid Cardholder Authentication Verification Value (CAVV) data	
	• The required enriched data, as specified in the appropriate VisaNet User's Manual.	
4.8.C.11	Additional Authorization Requirements—CPS/Small Ticket	
	For a CPS/Small Ticket Transaction, the Acquirer must include the Merchant Outlet name and location, as specified in <i>Required Data for Authorization Requests and Responses (Exhibit OO)</i> .	

4.8.C.12 Authorization Code

# 4.8.C.12 Authorization Code

An Acquirer must obtain an Authorization Code for each Custom Payment Services Transaction, as specified in *Table 4-9*.

Transaction Type	Authorization Code Requirements for Each Transaction
CPS/Retail	Exactly one, obtained on the Transaction Date
CPS/Retail Key-Entry	Exactly one, obtained on the Transaction Date
CPS/Retail 2	Exactly one, obtained on the Transaction Date
CPS/Restaurant	Exactly one, obtained on the Transaction Date
CPS/Service Station	Exactly one, obtained on the Transaction Date
CPS/Hotel and Car Rental Card Not Present	At least one. The Acquirer may obtain multiple Authorization Codes for a Transaction.
CPS/Hotel and Car Rental Card Present	At least one. The Acquirer may obtain multiple Authorization Codes for a Transaction.
CPS/Passenger Transport	Exactly one
CPS/Card Not Present	Exactly one
CPS/Automated Fuel Dispenser	A Status Check request originated at an Automated Fuel Dispenser
CPS/Account Funding	Exactly one, obtained on the Transaction Date
CPS/e-Commerce Basic	Exactly one
CPS/e-Commerce Preferred Retail	Exactly one
CPS/e-Commerce Preferred Hotel and Car Rental	At least one. The Acquirer may obtain multiple Authorization Codes for a Transaction.
CPS/e-Commerce Preferred Passenger Transport	Exactly one
CPS/Small Ticket	Exactly one, obtained on the Transaction Date

4.8.C.13	Transaction Amount
4.8.C.13.a	The Transaction amount transmitted in the Authorization Request and in the Clearing Record must be in the same currency.
4.8.C.13.b	The cleared Transaction amount must equal the authorized amount for the following Transaction types:
	<ul> <li>CPS/Retail Transaction completed with a Visa Check Card or Visa Electron Card except Transactions with the following Merchant Category Codes:</li> </ul>
	- Taxicabs and Limousines (4121)
	- Bars and Taverns (5813)
	- Beauty and Barber Shops (7230)
	- Health and Beauty Spas (7298)
	<ul> <li>CPS/Retail Key-Entry Transaction completed with a Visa Check Card or Visa Electron Card</li> </ul>
	<ul> <li>CPS/Retail 2 Transaction completed with a Visa Check Card or an Electron or Visa Electron Card</li> </ul>
	CPS/Passenger Transport Transaction
	<ul> <li>CPS/Card Not Present Transaction. The Acquirer may submit one Authorization Reversal to meet this requirement.</li> </ul>
	CPS/Account Funding Transaction
	<ul> <li>CPS/e-Commerce Basic Transaction.<sup>1</sup> The Acquirer may submit one Authorization Reversal to meet this requirement.</li> </ul>
	<ul> <li>CPS/e-Commerce Preferred Retail Transaction.<sup>2</sup> The Acquirer may submit one Authorization Reversal to meet this requirement.</li> </ul>
	CPS/e-Commerce Preferred Passenger Transport Transaction
4.8.C.13.c	<b>Effective April 5, 2008</b> , except as set forth below in <i>Section 4.8.C.13.d</i> , for a CPS/ Automated Fuel Dispenser Transaction, the Transaction amount must not exceed:
	• For a Visa Fleet Card, \$150
	For all other Cards, \$75
	As specified in the <i>U.S. Interchange Reimbursement Fee Rate Qualification Guide,</i> <b>only</b> for the purpose of calculating the applicable Interchange Reimbursement Fee, Automated Fuel Dispenser Transactions of \$75 or less are eligible for the Payment Service Interchange Fee for CPS/Automated Fuel Transactions.

<sup>&</sup>lt;sup>1</sup> Effective April 1, 2008, for an Aggregated Transaction, the maximum Authorization amount and the maximum Clearing amount is \$15. The cleared Transaction amount may be less than the authorized amount.

<sup>&</sup>lt;sup>2</sup> Effective April 1, 2008, for an Aggregated Transaction, the maximum Authorization amount and the maximum Clearing amount is \$15. The cleared Transaction amount may be less than the authorized amount.

4.8.C.14 Clearing Record Messages

4.8.C.13.d	Effective July 18, 2008 through October 12, 2009, for a CPS/Automated Fuel Dispenser Transaction, the Transaction amount must not exceed:	
	For a Visa Fleet Card, \$150	
	For all other Cards, \$125	
	As specified in the U.S. Interchange Reimbursement Fee Rate Qualification Guide, only for the purpose of calculating the applicable Interchange Reimbursement Fee, Automated Fuel Dispenser Transactions of \$125 or less are eligible for the Payment Service Interchange Reimbursement Fee for CPS/Automated Fuel Transactions.	
4.8.C.13.e	Effective October 4, 2008, for a Real-Time Clearing Transaction, the Transaction amount must not exceed \$500.	
4.8.C.14	Clearing Record Messages	
4.8.C.14.a	Visa allows only one Clearing Record message per Custom Payment Services Transaction, except as specified in <i>Section 4.8.C.14.c</i> .	
4.8.C.14.b	For a CPS/Account Funding Transaction, an Acquirer must include the Transaction Code Qualifier value in the Clearing Record, as specified in <i>VisaNet Clearing Message Content Standards (Exhibit NN)</i> .	
4.8.C.14.c	For a CPS/Passenger Transport Transaction or CPS/e-Commerce Preferred Passenger Transport Transaction, Visa allows one or more Clearing Record messages per Transaction.	
4.8.C.14.d	The Clearing Record data required for CPS/Hotel and Car Rental Card Not Present and Card Present Transactions will also be required for Car Rental Company, Lodging Merchant, and Cruise Line Merchant Transactions to qualify for CPS/Retail.	

# 4.9 Interchange Reimbursement Fee Requirements

This section and the *U.S. Interchange Reimbursement Fee Rate Qualification Guide* specify requirements for Interchange Reimbursement Fees. Chapter 9, "*Fees and Charges*," lists the Interchange Reimbursement Fees described in this section.

A Commercial Visa Product Transaction may only qualify for a commercial Interchange Reimbursement Fee, as specified in *Section 9.5.B.* 

# 4.9.A Inappropriate Interchange Reimbursement Fees

An Acquirer must request the correct Interchange Reimbursement Fee when submitting Transactions into Interchange. Fines will be assessed to any Acquirer whose Merchant Outlet receives an inappropriate Interchange Reimbursement Fee, per Merchant Outlet, as specified in *Section 1.7.D.12*.

# 4.9.B Standard Interchange Reimbursement Fee

A Transaction that does not qualify for any other Interchange Reimbursement Fee specified in this chapter is cleared at the Standard Interchange Reimbursement Fee.

- A Transaction effected by the following Merchants is eligible **only** for the Standard Interchange Reimbursement Fee.
  - High-Risk Telemarketing Merchant
  - High-Risk Merchant
- Non-Secure Electronic Commerce Transactions are eligible **only** for the Standard Interchange Reimbursement Fee.

# 4.9.C Electronic Interchange Reimbursement Fee

Visa will process Transactions that do not meet the requirements for the Electronic Interchange Reimbursement Fee rate specified in this section under the Standard Interchange Reimbursement Fee rate.

#### 4.9.C.1 General

To qualify for the Electronic Interchange Reimbursement Fee, a Transaction must comply with:

- Visa U.S.A. Inc. Operating Regulations and
- Visa International Operating Regulations

#### 4.9.C.2 Authorization Requirements

- 4.9.C.2.a To qu
- To qualify for the Electronic Interchange Reimbursement Fee, **all** of the following Authorization requirements must be met:
  - Transaction must be entered into the V.I.P. System as specified in the appropriate *VisaNet User's Manuals*.
  - Transaction must originate at a Merchant Outlet where the Floor Limit is zero and must be authorized.
  - Authorization Request must comply with the requirements in *Section 4.9.C* and contain the information specified in *Required Data for Authorization Requests and Responses (Exhibit OO).*
- **4.9.C.2.b** An Authorization Request that receives a Referral Response must:
  - Be processed through the Automated Referral Service and
  - Receive a Positive Response from the Issuer or positive stand-in Authorization Response from the Automated Referral Service
- **4.9.C.2.c** A Transaction originating at a Lodging Merchant that used the Status Check Procedure may qualify for the Electronic Interchange Reimbursement Fee if it meets the requirements of *Section 4.9.C*.

4.9.C.3 Interchange Processing Requirements

# 4.9.C.3 Interchange Processing Requirements

Transactions submitted into Interchange qualify individually for the Electronic Interchange Reimbursement Fee if **all** of the following occur:

- Transaction was entered into Interchange through VisaNet
- Clearing Record contains all data elements specified in *VisaNet Clearing Message Content Standards (Exhibit NN)* and the appropriate *VisaNet User's Manual*
- Transaction processing time limits specified in Section 4.9.C.4 are met

### 4.9.C.4 Transaction Processing Time Limits

- **4.9.C.4.a** The Central Processing Date of the Transaction must be no more than 3 calendar days from the Transaction Date. When calculating days, **exclude** the Transaction Date, Central Processing Date, Sundays, and the following U.S. holidays:
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Presidents' Day (Observed)
  - Good Friday
  - Memorial Day (Observed)
  - Independence Day
  - Labor Day
  - Columbus Day (Observed)
  - Veterans Day
  - Thanksgiving Day
  - Christmas Day

# Table 4-10 specifies the last qualifying central processing day for a given Transaction day.

**Table 4-10:** Processing Days for Transactions Qualifying for the Electronic Interchange Reimbursement Fee

Transaction Day	Central Processing Day
Sunday	Thursday
Monday	Friday
Tuesday	Saturday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday
Saturday	Thursday

4.9.C.4.b

4.9.C.5	Non-Qualifying Transactions	
4.9.C.5.a	The following Transactions are not eligible for the Electronic Interchange Reimbursement Fee:	
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants and</li> </ul>	
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>	
4.9.C.5.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the Electronic Interchange Reimbursement Fee if:	
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services or</li> </ul>	
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>	
4.9.C.5.c	Transactions captured by a Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for the Electronic Interchange Reimbursement Fee, unless the Acquirer:	
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>	
	<ul> <li>Maintains full responsibility and control over the Merchant</li> </ul>	
4.9.D	Payment Service Interchange Reimbursement Fee	
	This section specifies the requirements for the Payment Service Interchange Reimbursement Fee. To qualify for the Payment Service Interchange Reimbursement Fee, a Custom Payment Services Transaction must comply with:	
	Visa U.S.A. Inc. Operating Regulations and	
	Appropriate VisaNet User's Manuals	
4.9.D.1	Qualification	
4.9.D.1.a	A Transaction that qualifies as a Custom Payment Services Transaction is eligible for the applicable Payment Service Interchange Reimbursement Fee, as specified in <i>Section 4.9.D</i> .	
4.9.D.1.b	In order for a Visa Check Card, Visa Electron Card Transaction to qualify for the Payment Service Interchange Reimbursement Fee specified for a Visa Check Card or Visa Electron Card Transaction, the Authorization Request must:	
	Comply with Section 4.8 and	
	<ul> <li>Include the Merchant name, city, and state data, as specified in Required Data for Authorization Requests and Responses (Exhibit OO)</li> </ul>	

4.9.D.2 Transaction Processing Time Limits

4.9.D.1.c	A Transaction is eligible for the CPS/Retail 2 Payment Service Interchange Reimbursement Fee if the Transaction:	
	• Is identified with a Merchant Category Code specified in Section 4.8.A.2.d and	
	<ul> <li>Meets the requirements for a Custom Payment Service</li> </ul>	
4.9.D.1.d	See Section 4.9.D.3 for Transactions that do not qualify for the Payment Service Interchange Reimbursement Fee.	
4.9.D.2	Transaction Processing Time Limits	
	This section governs the processing time limits for Payment Service Interchange Reimbursement Fees.	
4.9.D.2.a	To qualify for the Payment Service Interchange Reimbursement Fee, the Central Processing Date of the Custom Payment Services Transaction must comply with <i>Table 4-11</i> .	

Transaction Type	Central Processing Date Must Be No More Than:	Exclude The Following When Counting Days:
CPS/Retail CPS/Retail Key-Entry CPS/Restaurant CPS/Service Station CPS/Hotel and Car Rental Card Not Present CPS/Hotel and Car Rental Card Present CPS/Card Not Present CPS/Card Not Present CPS/Automated Fuel Dispenser CPS/Account Funding CPS/e-Commerce Basic CPS/e-Commerce Preferred Retail CPS/e-Commerce Preferred Hotel and Car Rental CPS/Small Ticket	2 calendar days from the Transaction Date	Transaction Date, Central Processing Date, Sundays, and the U.S. holidays specified in <i>Section 4.9.C.4.a</i>
CPS/Retail 2	3 calendar days from the Transaction Date	Transaction Date, Central Processing Date, Sundays, and the U.S. holidays specified in <i>Section 4.9.C.4.a</i>
CPS/Passenger Transport CPS/e-Commerce Preferred Passenger Transport	8 calendar days from the Transaction Date	Transaction Date, Central Processing Date, Sundays, and the U.S. holidays specified in <i>Section 4.9.C.4.a</i>

**4.9.D.2.b Effective October 4, 2008**, Visa changes the Interchange Reimbursement Fee from the applicable Custom Payment Service Interchange Reimbursement Fee to the Electronic Interchange Reimbursement Fee for a Real-Time Clearing Transaction if the Completion Message with the final Transaction amount is not sent within X of the preauthorization request.

#### Table 4-12 specifies the last qualifying central processing day for a given Custom 4.9.D.2.c Payment Services Transaction day:

	Transaction Type	
	CPS/Retail CPS/Retail Key-Entry CPS/Retail 2 CPS/Restaurant CPS/Service Station CPS/Hotel and Car Rental Card Not Present CPS/Hotel and Car Rental Card Present CPS/Hotel and Car Rental Card Present CPS/Card Not Present CPS/Automated Fuel Dispenser CPS/Account Funding CPS/e-Commerce Basic CPS/e-Commerce Preferred Retail CPS/e-Commerce Preferred Hotel and Car Rental CPS/Small Ticket	CPS/Passenger Transport CPS/e-Commerce Preferred Passenger Transport
Transaction Day	Last Qualifying Central	Processing Day
Sunday	Wednesday	Second Wednesday
Monday	Thursday	Second Thursday
Tuesday	Friday	Second Friday
Wednesday	Saturday	Second Saturday
Thursday	Monday	Second Monday
Friday	Tuesday	Second Tuesday
Saturday	Wednesday	Second Wednesday

4.9.D.2.d	Visa changes the Interchange Reimbursement Fee from the applicable Payment Service Interchange Reimbursement Fee to the next lowest fee for which the Transaction gualifies, except as specified in <i>Section 4.9.D.2.e</i> , if:
	Transaction meets the applicable Custom Payment Services requirements and
	<ul> <li>Central Processing Date is more than the number of days specified in Table 4-11</li> </ul>
4.9.D.2.e	For CPS/Account Funding Transactions, Visa changes the applicable Payment

Service Interchange Reimbursement Fee to the Standard Interchange Reimbursement Fee if:

- Transaction meets the applicable Custom Payment Services requirements and
- Central Processing Date is more than the number of days specified in ٠ Table 4-11

4.9.D.3 Non-Qualifying Transactions

4.9.D.3	Non-Qualifying Transactions
4.9.D.3.a	The following Transactions are not eligible for the Payment Service Interchange Reimbursement Fee:
	Cash Disbursements
	Quasi-Cash Transactions
	Transactions using any of the following:
	- V.I.P. System Emergency Authorization procedures
	- "Code 10" Authorization procedures
	- "Referral" Authorization procedures
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants</li> </ul>
	Transactions effected by High-Risk Merchants
4.9.D.3.b	For CPS/Account Funding Transactions, Visa changes the applicable Payment Service Interchange Reimbursement Fee to the Standard Interchange Reimbursement Fee if the Transaction does not meet the CPS/Account Funding Transaction requirements.
4.9.D.3.c	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the Payment Service Interchange Reimbursement Fee if:
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services or</li> </ul>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>
4.9.D.3.d	Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for Payment Service Interchange Reimbursement Fees, unless the Acquirer:
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>
	<ul> <li>Maintains full responsibility and control over the Merchant</li> </ul>

# 4.9.E CPS/Supermarket Interchange Reimbursement Fee

A Supermarket Incentive Program Transaction may qualify for the CPS/Supermarket Interchange Reimbursement Fee, as specified in this section and Chapter 9, "*Fees and Charges*."

# 4.9.E.1 Qualification

A Supermarket Incentive Program Transaction must meet the requirements, as specified in this section, *Section 5.4.Y*, and the *U.S Interchange Reimbursement Fee Rate Qualification Guide* to be eligible for the CPS/Supermarket Interchange Reimbursement Fee.

4.9.E.2	Authorization and Clearing Requirements
4.9.E.2.a	A Supermarket Incentive Program Authorization Request must meet the Authorization requirements specified in this section.
	<ul> <li>Floor Limit for Supermarket Incentive Program Transactions is zero.</li> </ul>
	<ul> <li>Authorization Request originates at an attended Point-of-Transaction Terminal where the:</li> </ul>
	- Visa Card or Visa Electron Card is present
	- Cardholder signature is obtained
	<ul> <li>Full unaltered contents of track 1 or 2 of the Magnetic Stripe or Chip, or Contactless Payment chip, are read and transmitted</li> </ul>
	- POS Entry Mode Code
	<ul> <li>Acquirer obtains only one Authorization Code for each Transaction on the Transaction Date.</li> </ul>
	<ul> <li>Transactions are entered into Interchange through VisaNet and authorized through the V.I.P. System, as specified in the appropriate VisaNet User's Manuals.</li> </ul>
	<ul> <li>The Authorization Request and Clearing Record comply with the:</li> </ul>
	- VisaNet Clearing Message Content Standards (Exhibit NN) and
	- Required Data for Authorization Requests and Responses (Exhibit OO)
	<ul> <li>Reimbursement Attribute in the Clearing Record is "4."</li> </ul>
4.9.E.2.b	The Transaction amount sent in the Authorization Request and the Clearing Record must be in the same currency.
4.9.E.3	Interchange Processing Requirements
4.9.E.3.a	Transactions submitted into Interchange qualify individually as Supermarket Incentive Program Transactions.
4.9.E.3.b	A Member must submit the following Supermarket Incentive Program Transactions at the CPS/Supermarket Interchange Reimbursement Fee, as specified in the appropriate <i>VisaNet User's Manual</i> :
	Chargebacks
	Representments
	Clearing Reversals
4.9.E.4	Transaction Processing Time Limits
4.9.E.4.a	The Central Processing Date of a Supermarket Incentive Program Transaction must be no more than 2 calendar days from the Transaction Date.

Table 4-13: Processing Days: SupermarketIncentive Program Transactions

#### When calculating days, exclude the Transaction Date, Central Processing Date, 4.9.E.4.b Sundays, and the following U.S. holidays: • New Year's Day Martin Luther King, Jr. Day • Presidents' Day (Observed) • Good Friday ٠ ٠ Memorial Day (Observed) Independence Day • Labor Day • Columbus Day (Observed) Veterans Day • • Thanksgiving Day Christmas Day ٠ Table 4-13 specifies the last qualifying central processing day for a given 4.9.E.4.c Supermarket Incentive Program Transaction day: Table 4-13: Processing Days: Supermarket Incentive Program Transactions

Transaction Day	Last Qualifying Central Processing Day
Sunday	Wednesday
Monday	Thursday
Tuesday	Friday
Wednesday	Saturday
Thursday	Monday
Friday	Tuesday
Saturday	Wednesday

- 4.9.E.4.d Visa reclassifies the CPS/Supermarket Interchange Reimbursement Fee to the next highest fee level for which the Transaction qualifies, if the Central Processing Date of the Supermarket Incentive Program Transaction:
  - Is more than 2 calendar days from the Transaction Date and
  - Meets all other qualifications for a Supermarket Incentive Program Transaction

4.9.F	CPS/Rewards Interchange Reimbursement Fees
4.9.F.1	General
4.9.F.1.a	A Transaction completed with one of the following Card products and that meets specified requirements may qualify for a CPS/Rewards Interchange Reimbursement Fee:
	Visa Traditional Rewards
	Visa Signature
4.9.F.1.b	The Transaction may qualify for one of the following:
	<ul> <li>CPS/Rewards 1 Interchange Reimbursement Fee or</li> </ul>
	CPS/Rewards 2 Interchange Reimbursement Fee
	See Chapter 9, " <i>Fees and Charges</i> ," <i>Table 9-2</i> for the applicable CPS/Rewards Interchange Reimbursement Fees.
4.9.F.1.c	To qualify for a CPS/Rewards Interchange Reimbursement Fee, a Transaction must comply with <b>all</b> of the following:
	Requirements specified in this section
	<ul> <li>Custom Payment Service qualification and processing requirements specified in Chapter 4, "Acquirer Standards"</li> </ul>
	Visa U.S.A. Inc. Operating Regulations
	U.S. Interchange Reimbursement Fee Rate Qualification Guide
4.9.F.2	Visa Traditional Rewards
4.9.F.2.a	CPS/Rewards 1
	The CPS/Rewards 1 Interchange Reimbursement Fee is available to Visa Traditiona Rewards Transactions that meet the requirements for <b>one</b> of the following Custom Payment Services:
	CPS/Retail
	CPS/Supermarket

- CPS/Automated Fuel Dispenser
- CPS/Service Station

**CPS/Rewards 2** 

4.9.F.3 Visa Signature

4.9.F.2.b

	Rewards Transactions that meet the requirements for <b>one</b> of the following Custom Payment Services:
	CPS/Card Not Present
	CPS/Retail Key Entry
	CPS/Hotel and Car Rental Card Present
	CPS/Hotel and Car Rental Card Not Present
	CPS/Passenger Transport
	CPS/Restaurant
	CPS/e-Commerce Basic
	CPS/e-Commerce Preferred Hotel and Car Rental
	CPS/e-Commerce Preferred Passenger Transport
4.9.F.3	Visa Signature
4.9.F.3.a	CPS/Rewards 1
	The CPS/Rewards 1 Interchange Reimbursement Fee is available to Visa Signature Transactions that qualify for <b>one</b> of the following Custom Payment Services or are completed by a Merchant qualified for the applicable performance threshold program:
	<ul> <li>CPS/Retail, CPS/Retail Performance Threshold I, CPS/Retail Performance Threshold II, CPS/Retail Performance Threshold III</li> </ul>
	<ul> <li>CPS/Supermarket, CPS/Supermarket Performance Threshold I, CPS/ Supermarket Performance Threshold II, CPS/Supermarket Performance Threshold III</li> </ul>
	CPS/Automated Fuel Dispenser
	CPS/Service Station
4.9.F.3.b	CPS/Rewards 2
	The CPS/Rewards 2 Interchange Reimbursement Fee is available to Visa Infinite or Visa Signature Transactions that qualify for <b>one</b> of the following Custom Payment Services:
	CPS/Card Not Present
	CPS/Retail Key Entry
	CPS/e-Commerce Basic

The CPS/Rewards 2 Interchange Reimbursement Fee is available to Visa Traditional

# 4.9.G Visa Signature Preferred Interchange Reimbursement Fees

# 4.9.G.1 General

- **4.9.G.1.a** A Visa Signature Preferred Consumer Credit Card Transaction qualifies for the Visa Signature Preferred Interchange Reimbursement Fees specified in Chapter 9, "*Fees and Charges*," *Table 9-4*.
- **4.9.G.1.b** To qualify for the applicable Interchange Reimbursement Fees, a Visa Signature Preferred Consumer Credit Card Transaction must comply with all of the following:
  - Requirements specified in this section
  - Custom Payment Service requirements, as appropriate and specified in Chapter 4, "Acquirer Standards"
  - Appropriate VisaNet User's Manual
  - Visa U.S.A. Inc. Operating Regulations
  - U.S. Interchange Reimbursement Fee Qualification Guide

#### 4.9.G.2 Interchange Reimbursement Fee Qualification Criteria

- **4.9.G.2.a** A Transaction that qualifies for one of the Custom Payment Service programs specified in *Section 4.9.G.3* or *Section 4.9.G.4*, and originates at a non-Travel Service Category Merchant, may qualify for one of the following Interchange Reimbursement Fees:
  - Visa Signature Preferred Card-Not-Present
  - Visa Signature Preferred Retail
- **4.9.G.2.b** A non-Travel Service Category Transaction that qualifies for any Custom Payment Service program and originates at specific Merchant Category Codes may qualify for the Visa Signature Preferred Business-to-Business Interchange Reimbursement Fee, as specified in *Section 4.9.G.5*.
- **4.9.G.2.c** A Travel Service Category Transaction that qualifies for any Custom Payment Service programs may be eligible for the Visa Signature Preferred Electronic Interchange Reimbursement Fee.
- 4.9.G.2.d A Transaction that does not qualify for any Custom Payment Service program may only be eligible for the Visa Signature Preferred Standard Interchange Reimbursement Fee.

4.9.G.3 Visa Signature Preferred Card-Not-Present Interchange Reimbursement Fee

# 4.9.G.3 Visa Signature Preferred Card-Not-Present Interchange Reimbursement Fee

A Visa Signature Preferred Consumer Credit Card Transaction that originates at a non-Travel Service Category Merchant may qualify for the Visa Signature Preferred Card-Not-Present Interchange Reimbursement Fee if it meets all of the following requirements:

- Occurs in a Card-Absent Environment; for CPS/Retail 2, Card-Absent or Card-Present Environment
- Satisfies the Custom Payment Service qualification criteria for any of the following programs:
  - CPS/Card Not Present
  - CPS/e-Commerce Preferred
  - CPS/e-Commerce Basic
  - CPS/Retail 2
  - CPS/Account Funding
- Complies with the requirements specified in this section, *Visa U.S.A. Inc. Operating Regulations*, and the *U.S. Interchange Reimbursement Fee Rate Qualification Guide*

See *Section 9.5.A* for the Visa Signature Preferred Card-Not-Present Interchange Reimbursement Fee rate for Visa Signature Preferred Transactions.

### 4.9.G.4 Visa Signature Preferred Retail Interchange Reimbursement Fee

A Visa Signature Preferred Consumer Credit Card Transaction that originates at a non-Travel Service Category Merchant may qualify for the Visa Signature Preferred Retail Interchange Reimbursement Fee if it meets all of the following requirements:

- Occurs in a Card-Present Environment
- Satisfies the Custom Payment Service program qualification criteria for any of the following, as specified in this chapter:
  - CPS/Retail
  - CPS/Supermarket
  - CPS/Retail Key Entry
  - CPS/Small Ticket
  - Effective through October 3, 2008, CPS/Automated Fuel Dispenser
  - Effective through October 3, 2008, CPS/Retail Service Station
- Complies with the requirements specified in this section, the Visa U.S.A. Inc. Operating Regulations, and the U.S. Interchange Reimbursement Fee Rate Qualification Guide

See *Section 9.5.A* for the Visa Signature Preferred Retail Interchange Reimbursement Fee rate for Visa Signature Preferred Transactions.

#### 4.9.G.5 Visa Signature Preferred Business-to-Business Interchange Reimbursement Fee

A Visa Signature Preferred Consumer Credit Card Transaction that originates at a non-Travel Service Category Merchant may qualify for the Visa Signature Preferred Business-to-Business Interchange Reimbursement Fee if it meets all of the following:

- Occurs in a Face-to-Face Environment or Card-Absent Environment
- Satisfies any Custom Payment Service program qualification criteria
- Originates at one of the Merchant Category Codes eligible to participate in the Commercial Card Business-to-Business Interchange Reimbursement Fee, as specified in *Table 4-14*
- Complies with the requirements specified in this section, the Visa U.S.A. Inc. Operating Regulations, and the U.S. Interchange Reimbursement Fee Rate Qualification Guide

See *Section 9.5.A* for the Visa Signature Preferred Business-to-Business Interchange Reimbursement Fee rate for Visa Signature Preferred Transactions.

# 4.9.H Online Check Card Interchange Reimbursement Fee

#### 4.9.H.1 Qualifying Transactions

For a Transaction to be eligible for the Online Check Card Interchange Reimbursement Fee, as specified in Chapter 9, *"Fees and Charges,"* the Transaction must:

- Be an Online Check Card Transaction and
- Originate at an attended terminal, as specified in *Section 4.9.H.1.b* and *Section 4.9.H.1.c*
- **4.9.H.1.a** Except as set forth below in *Section 4.9.H.1.b*; only for the purpose of calculating the applicable Interchange Reimbursement Fee, Automated Fuel Dispenser Transactions of \$75 or less are eligible for the Online Check Card Interchange Reimbursement Fee.
- **4.9.H.1.b Effective July 18, 2008 through October 17, 2009,** only for the purpose of calculating the applicable Interchange Reimbursement Fee, Automated Fuel Dispenser Transactions of \$125 or less are eligible for the Online Check Card Interchange Reimbursement Fee.
- 4.9.H.1.c An Online Check Card Transaction that originates at an Automated Fuel Dispenser must be authorized through a Status Check not to exceed \$75 or, for an amount based on the estimated Transaction amount, not to exceed \$500, as specified in the Interchange Reimbursement Fee Rate Qualification Guide.
  - If authorized through a Status Check, the Transaction must be completed within X of the Status Check
  - If the Authorization was based on an estimated Transaction amount, the Transaction must be completed within X of the Authorization **and** not exceed the authorized amount.

4.9.H.2 Non-Qualifying Transactions

4.9.H.2	Non-Qualifying Transactions
4.9.H.2.a	The following Transactions are not eligible for the Online Check Card Interchange Reimbursement Fee:
	Cash Disbursements
	Quasi-Cash Transactions
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants</li> </ul>
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>
4.9.H.2.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the Online Check Card Interchange Reimbursement Fee if:
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services or</li> </ul>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>
4.9.H.2.c	Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for Online Check Card Interchange Reimbursement Fees, unless the Acquirer:
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>
	<ul> <li>Maintains full responsibility and control over the Merchant</li> </ul>
4.9.I	Debt Repayment Program Interchange Reimbursement Fee (Effective October 4, 2008)
4.9.I.1	General
	A Visa Debit Card Transaction may qualify for the Debt Repayment Program Interchange Reimbursement Fee if it meets the requirements specified in this section and Section 5.4.L.
4.9.1.2	Acquirer Requirements
	To be eligible for the Debt Repayment Program Interchange Reimbursement Fee, an Acquirer must ensure that its Merchant:
	<ul> <li>Is registered with Visa as specified in the Visa Debt Repayment Program Guide. If a Merchant has multiple Acquirer relationships, each Acquirer must register its Merchant Outlets separately.</li> </ul>
	<ul> <li>Does not assess any fee, including a Convenience Fee, to a Cardholder for processing a Visa Transaction. This restriction also applies to a third-party agent that processes Transactions for a Debt Repayment Program Merchant.</li> </ul>

4.9.1.3	Qualifying Transactions
4.9.I.3.a	To qualify for the Visa Debt Repayment Program Interchange Reimbursement Fee, a Transaction must meet <b>all</b> of the following requirements:
	<ul> <li>Comply with applicable Custom Payment Service requirements</li> </ul>
	Authorized through the V.I.P. System
	<ul> <li>Entered into Interchange through VisaNet as specified in the appropriate VisaNet User's Manuals</li> </ul>
	<ul> <li>Include the debt repayment indicator in the Authorization Request and Clearing Record</li> </ul>
	<ul> <li>Include the bill payment indicator and/or Recurring Transaction indicator, if applicable, in the Authorization Request and Clearing Record.</li> </ul>
	Include the Merchant Verification Value
4.9.1.4	Non-Qualifying Transactions
4.9.I.4.a	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the Debt Repayment Program Interchange Reimbursement Fee if:
	<ul> <li>The entity directly or indirectly discriminates against Visa or its Members in availability or pricing of services or</li> </ul>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>
4.9.I.4.b	Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for the Debt Repayment Program Interchange Reimbursement Fee, unless the Acquirer:
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>
	<ul> <li>Maintains full responsibility and control over the Merchant.</li> </ul>

# 4.9.J Visa Utility Interchange Reimbursement Fee Program

# 4.9.J.1 General

4.9.J.1.a

A Visa Consumer Card or a Visa Business, including Visa Signature Business, Transaction may qualify as a Visa Utility Program Transaction if it meets **all** of the following:

- Applicable Custom Payment Services requirements, as specified in *Section 4.9.J.5.a*
- Requirements specified in this section
- Requirements specified in the Visa Utility Interchange Reimbursement Fee Program Guide
- U.S. Interchange Reimbursement Fee Rate Qualification Guide

A Visa Utility Program Transaction may qualify for the Utility Interchange Reimbursement Fee, as specified in Chapter 9, "*Fees and Charges*."

**4.9.J.1.b** Visa reserves the right to disqualify a Merchant from participation in or to modify or discontinue the Visa Utility Interchange Reimbursement Fee Program at any time.

# 4.9.J.2 Merchant Requirements

To be eligible for the Visa Utility Interchange Reimbursement Fee Program, a Merchant must:

- Contract directly with an Acquirer to be a Merchant, and the Merchant Outlet must be properly identified in the Authorization and Clearing Records
- Be properly assigned Merchant Category Code 4900 (Utilities—Electric, Gas, Water, Sanitary)
- Accept Visa as a means of payment in all channels where payments are accepted (i.e., Face-To-Face Environments and Card-Absent Environments, as applicable)
- Visually represent the Visa Flag Symbol or Visa Brand Mark or Visa Brand Name on its Web Site, as specified in *Section 5.2.A.3*
- Not charge a Convenience Fee to a Cardholder for processing a Visa Transaction. This restriction also applies to a third-party agent that processes Transactions for a utility Merchant.
- Feature the opportunity to pay with Visa at least as prominently as all other payment methods
- Be registered with Visa by its Acquirer, as specified in Section 4.9.J.3

# 4.9.J.3 Registration

- **4.9.J.3.a** To participate in the Visa Utility Interchange Reimbursement Fee Program, an Acquirer must register its Merchant as specified in the Visa Utility Interchange Reimbursement Fee Program Guide.
- **4.9.J.3.b** If a Merchant has multiple Acquirer relationships, each Acquirer must register its Merchant Outlet(s) separately.

4.9.J.4	Processing Requirements
4.9.J.4.a	A Merchant that participates in the Visa Utility Interchange Reimbursement Fee Program must:
	<ul> <li>Process Transactions as specified in all of the following:</li> </ul>
	- Visa Utility Interchange Reimbursement Fee Program Guide
	- Appropriate VisaNet User's Manuals
	- U.S. Interchange Reimbursement Fee Rate Qualification Guide
4.9.J.5	Qualifying Transactions
4.9.J.5.a	A Visa Utility Program Transaction must meet all of the following requirements:
	Authorized through the V.I.P. System
	<ul> <li>Entered into Interchange through VisaNet, as specified in the appropriate VisaNet User's Manuals</li> </ul>
	<ul> <li>For Bill Payment Transactions, comply with V.I.P. System and BASE II processing rules, and if applicable, include the Recurring Payment indicator in the Authorization Request and Clearing Record</li> </ul>
	<ul> <li>Qualified for one of the following Custom Payment Services:</li> </ul>
	- CPS/Card Not Present (credit or debit)
	- CPS/Electronic Commerce Basic (credit or debit)
	- CPS/Electronic Commerce Preferred Retail (credit or debit)
	- CPS/Retail Key Entry (credit or debit)
	- CPS/Retail (credit or debit)
4.9.J.5.b	Only Consumer Card Transactions or Visa Business (including Visa Signature Business) Transactions completed by a Merchant registered with the Visa Utility Interchange Reimbursement Fee Program may qualify for the Utility Program Interchange Reimbursement Fee.
4.9.J.6	Non-Qualifying Transactions
4.9.J.6.a	Transactions completed by a Merchant providing telecommunication or cable services are <b>not</b> eligible to participate in the Visa Utility Interchange Reimbursement Fee Program (Merchant Category Code 4900 is not applicable to such Merchants).
4.9.J.6.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the Utility Program Interchange Reimbursement Fee if:
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services or</li> </ul>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>

4.9.J.6.c	Transactions captured by a Point-of-Transaction Terminal that is owned or controlled
	by an issuer of a credit or charge card deemed competitive to the Visa Card by the
	Board are not eligible for the Utility Program Interchange Reimbursement Fee, unless
	the Acquirer:

- Has a Merchant Agreement with the Merchant and
- · Maintains full responsibility and control over the Merchant

# 4.9.K Debit Tax Payment Interchange Reimbursement Fee (Effective October 4, 2008)

4.9.K.1	General
4.9.K.1.a	A Visa Debit Card Transaction entered into Interchange may qualify for the Debit Tax Payment Interchange Reimbursement Fee, as specified in <i>Section 9.5.A.2</i> , if the Transaction:
	<ul> <li>Is a qualified Tax Payment Transaction as specified in Section 5.4.K</li> </ul>
	<ul> <li>Originates from a Tax Payment Program Merchant properly assigned Merchant Category Code 9311 and includes Merchant Verification Value in the Authorization and Clearing Records</li> </ul>
	Complies with Convenience Fee requirements specified in Section 5.2.E
	<ul> <li>Complies with the Custom Payment Service qualification and processing requirements specified in this chapter</li> </ul>
	• Complies with the requirements specified in the U.S. Interchange Reimbursement Fee Rate Qualification Guide
4.9.K.1.b	Visa reserves the right to disqualify a Tax Payment Program Merchant from participation in, modify, or discontinue the Debit Tax Payment Interchange Reimbursement Fee Program at any time.
4.9.K.2	Registration Requirements
	To participate in the Tax Payment Program, an Acquirer must register the Tax Payment

Program Merchant as specified in the Visa Tax Payment Program Guide.

# 4.9.L Commercial Card-Not-Present Interchange Reimbursement Fee

A Commercial Visa Product Transaction originating at a non-Travel Service Category Merchant may qualify for the Commercial Card-Not-Present Interchange Reimbursement Fee if it meets the following requirements:

- Occurs in a Card-Absent Environment; for CPS/Retail 2, Card-Absent or Card-Present Environment
- Satisfies the Custom Payment Service qualification criteria for any of the following programs:
  - CPS/Card Not Present
  - CPS/Electronic Commerce Preferred
  - CPS/Electronic Commerce Basic
  - CPS/Retail 2
  - CPS/Account Funding
- Complies with the requirements specified in this section and the U.S. Interchange Reimbursement Fee Rate Qualification Guide

See Section 9.5.B for the Commercial Card-Not-Present Interchange Reimbursement Fee rate.

# 4.9.M Commercial Retail Interchange Reimbursement Fee

A Commercial Visa Product Transaction originating at a non-Travel Service Category Merchant may qualify for the Commercial Retail Interchange Reimbursement Fee if it meets the following requirements:

- Occurs in a Card-Present Environment
- Satisfies the Custom Payment Service program qualification criteria for any of the following:
  - CPS/Retail
  - CPS/Supermarket
  - CPS/Retail Key Entry
  - CPS/Small Ticket
  - CPS/Automated Fuel Dispenser
  - CPS/Retail Service Station
- Complies with the requirements specified in this section and the U.S. Interchange Reimbursement Fee Rate Qualification Guide

See Section 9.5.B for the Commercial Retail Interchange Reimbursement Fee rate.

4.9.N Commercial Business-to-Business Interchange Reimbursement Fee

# 4.9.N Commercial Business-to-Business Interchange Reimbursement Fee

### 4.9.N.1 General

A Commercial Visa Product Transaction may qualify for the Commercial Business-to-Business Interchange Reimbursement Fee if it meets all of the following:

- Satisfies any Custom Payment Service program qualification criteria
- Originates at one of the qualifying Merchant Category Codes specified in Table 4-14
- Complies with the requirements specified in this section and the U.S. Interchange Reimbursement Fee Rate Qualification Guide

See *Section 9.5.B* for the Commercial Business-to-Business Interchange Reimbursement Fee

### 4.9.N.2 Qualifying Merchant Category Codes

- 4.9.N.2.a A Commercial Visa Product Transaction completed in a Face-to-Face Environment or Card-Absent Environment may qualify for the Commercial Business-to-Business Interchange Reimbursement Fee if it originates at one of the qualifying non-Travel Service Category Merchants as specified in *Section 4.9.N.2.b*.
- 4.9.N.2.bTable 4-14 lists the Merchant Category Codes eligible for the Commercial<br/>Business-to-Business Interchange Reimbursement Fee on qualified Commercial<br/>Visa Product Transactions.

### Table 4-14: Non-Travel Service Category Merchant Category Codes Eligible for Commercial Card Business-to-Business Interchange Reimbursement Fee

Merchant Category Codes	Description		
0780	Landscaping and Horticultural Services		
1799	Special Trade Contractors—Not Elsewhere Classified		
2741	Miscellaneous Publishing and Printing		
2791	Typesetting, Plate Making and Related Services		
2842	Specialty Cleaning, Polishing and Sanitation Preparations		
4214	Motor Freight Carriers and Trucking		
5021	Office and Commercial Furniture		
5039	Construction Materials—Not Elsewhere Classified		
5044	Photographic, Photocopy, Microfilm Equipment and Software		
5046	Commercial Equipment—Not Elsewhere Classified		
5047	Medical, Dental, Opthalmic and Hospital Equipment and Supplies		
5051	Metal Service Centers and Offices		
5065	Electrical Parts and Equipment		

 
 Table 4-14:
 Non-Travel Service Category Merchant Category Codes Eligible for Commercial Card Business-to-Business Interchange Reimbursement Fee (Continued)

Merchant Category Codes	Description		
5074	Plumbing and Heating Equipment and Supplies		
5085	Industrial Supplies—Not Elsewhere Classified		
5099	Durable Goods—Not Elsewhere Classified		
5131	Piece Goods, Notions, and Other Dry Goods		
5137	Men's, Women's, and Children's Uniforms and Commercial Clothing		
5139	Commercial Footwear		
5169	Chemicals and Allied Products—Not Elsewhere Classified		
5192	Books, Periodicals and Newspapers		
5193	Florists Supplies, Nursery Stock and Flowers		
5198	Paints, Varnishes and Supplies		
5199	Nondurable Goods—Not elsewhere Classified		
6300	Insurance Sales, Underwriting, and Premiums		
7311	Advertising Services		
7333	Commercial Photography, Art, and Graphics		
7349	Cleaning, Maintenance, and Janitorial services		
7361	Employment Agencies and Temporary Help Services		
7372	Computer Programming, Data Processing, and Integrated Systems Design Services		
7375	Information Retrieval Services		
7379	Computer Maintenance, Repair and Services—Not Elsewhere Classified		
7392	Management, Consulting, and Public Relations Services		
7399	Business Services—Not Elsewhere Classified		
7829	Motion Picture and Video Tape Production and Distribution		
8734	Testing Laboratories (Non-Medical Testing)		
8931	Accounting, Auditing, and Bookkeeping Services		
8999	Professional Services—Not Elsewhere Classified		

4.9.0 Commercial Level II Interchange Reimbursement Fee

# 4.9.0 Commercial Level II Interchange Reimbursement Fee

### 4.9.O.1 General

A Commercial Visa Product Transaction may qualify as a Commercial Level II Transaction if it meets **all** of the following:

- Applicable Custom Payment Services requirements
- Requirements specified in this section
- Requirements specified in the U.S. Interchange Reimbursement Fee Rate Qualification Guide

See Section 9.5.B for the Commercial Level II Interchange Reimbursement Fee.

### 4.9.O.2 Qualifying Transactions

A Commercial Level II Transaction must meet all of the following requirements:

- Completed with a Visa Business, Visa Signature Business, Visa Corporate, or Visa Purchasing Card
- Authorized through the V.I.P. System
- Entered into Interchange through VisaNet, as specified in the appropriate *VisaNet* User's Manuals
- Custom Payment Service qualified with Level II Enhanced Data, as specified in the:
  - Appropriate VisaNet User's Manuals and
  - U.S. Interchange Reimbursement Fee Rate Qualification Guide

4.9.0.3	Non-Qualifying Transactions
4.9.O.3.a	The following Transactions are not eligible for the Commercial Level II Interchange Reimbursement Fee:
	Cash Disbursements
	Quasi-Cash Transactions
	<ul> <li>Transactions using any of the following:</li> </ul>
	- V.I.P. System Emergency Authorization procedures
	- "Code 10" Authorization procedures
	- "Referral" Authorization procedures
	<ul> <li>Transactions effected by Travel Service Category and Passenger Transport Merchants</li> </ul>
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants</li> </ul>
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>
	• Transactions exempt from sales tax, unless the Transaction is all of the following:
	- Effected at a fuel Merchant <sup>1</sup>
	- Includes customer code data as specified in the U.S. Interchange Reimbursement Fee Rate Qualification Guide
4.9.O.3.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the Commercial Level II Transaction Interchange Reimbursement Fee if:
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services or</li> </ul>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>

<sup>&</sup>lt;sup>1</sup> Limited to Merchant Category Codes 5541, 5542, 4468, 5499, and 5983.

4.9.P Commercial Level III Interchange Reimbursement Fee

4.9.O.3.c	Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for Commercial Level II Transaction Interchange Reimbursement Fees, unless the Acquirer:
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>
	<ul> <li>Maintains full responsibility and control over the Merchant</li> </ul>
4.9.P Co	ommercial Level III Interchange Reimbursement Fee
4.9.P.1	General
	A Purchasing Card Transaction may qualify as a Commercial Level III Transaction if it meets <b>all</b> of the following:
	Applicable Custom Payment Services requirements
	Requirements specified in this section
	Requirements specified in the U.S. Interchange Reimbursement Fee Rate     Qualification Guide
	See Section 9.5.B for the Commercial Level III Interchange Reimbursement Fee.
4.9.P.2	Qualifying Transactions
4.9.P.2.a	A Commercial Level III Transaction must meet all of the following requirements:
	Completed with a Visa Purchasing Card, except as noted in Section 4.9.P.3.a
	Authorized through the V.I.P. System
	<ul> <li>Entered into Interchange through VisaNet, as specified in the appropriate VisaNet User's Manuals</li> </ul>
	<ul> <li>Custom Payment Service qualified with Level III Enhanced Data, as specified in the:</li> </ul>
	- Appropriate VisaNet User's Manuals and
	- U.S. Interchange Reimbursement Fee Rate Qualification Guide
4.9.P.2.b	In addition to Level III Enhanced Data, a Visa Fleet Card Transaction must include customer code data, as specified in the <i>U.S. Interchange Reimbursement Fee Rate Qualification Guide</i> , to qualify for the Commercial Level III Interchange Reimbursement Fee.
4.9.P.2.c	An Acquirer must submit Level III Enhanced Data within three business days following the submission of the original Transaction.

4.9.P.3	Non-Qualifying Transactions		
4.9.P.3.a	The following Transactions are not eligible for the Commercial Level III Interchange Reimbursement Fee:		
	<ul> <li>Transactions completed with a Visa Purchasing Card issued to federal government agencies by Issuers contracted with the General Services Administration</li> </ul>		
	<ul> <li>Transactions completed with a Visa Business or Visa Corporate Card</li> </ul>		
	Cash Disbursements		
	Quasi-Cash Transactions		
	<ul> <li>Transactions using any of the following:</li> </ul>		
	- V.I.P. System Emergency Authorization procedures		
	- "Code 10" Authorization procedures		
	- "Referral" Authorization procedures		
	<ul> <li>Transactions effected by Travel Service Category and Passenger Transport Merchants</li> </ul>		
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants</li> </ul>		
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>		
	<ul> <li>Transactions for which a Merchant is unable to provide accurate Level III Enhanced Data as specified in Section 4.9.P.2.c</li> </ul>		
4.9.P.3.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the Commercial Level III Transaction Interchange Reimbursement Fee if:		
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services or</li> </ul>		
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>		
4.9.P.3.c	Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for Commercial Level III Transaction Interchange Reimbursement Fees, unless the Acquirer:		
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>		
	<ul> <li>Maintains full responsibility and control over the Merchant</li> </ul>		

4.9.Q General Services Administration (GSA) Large Ticket Interchange Reimbursement Fee

# 4.9.Q General Services Administration (GSA) Large Ticket Interchange Reimbursement Fee

4.9.Q.1	General
4.9.Q.1.a	A Transaction may qualify as a GSA Large Ticket Transaction if it meets:
	The requirements specified in this section and
	Applicable Custom Payment Services requirements
	See Section 9.5.B for the GSA Large Ticket Interchange Reimbursement Fee.
4.9.Q.2	Qualifying Transactions
4.9.Q.2.a	A GSA Large Ticket Transaction must be completed with a Visa Purchasing Card:
	<ul> <li>Issued to federal government agencies by Issuers contracted with the General Services Administration and</li> </ul>
	<ul> <li>Bearing an Account Number in a BIN range specified for federal government Transactions</li> </ul>
	A GSA Large Ticket Transaction must be:
	• \$5,000 or more
	Authorized through the V.I.P. System
	<ul> <li>Entered into Interchange through VisaNet, as specified in the appropriate VisaNet User's Manuals</li> </ul>
4.9.Q.2.b	A GSA Large Ticket Transaction must provide enhanced data, including sales tax, accounting code, and line item invoice detail, as specified in the appropriate <i>VisaNet</i> User's Manuals.
4.9.Q.3	Non-Qualifying Transactions
4.9.Q.3.a	The following Transactions are not eligible for the GSA Large Ticket Transaction Interchange Reimbursement Fee:
	Passenger Transport Service Category Transactions
	Travel Service Category Transactions
	Cash Disbursements
	Quasi-Cash Transactions
	<ul> <li>Transactions using any of the following:</li> </ul>
	- V.I.P. System Emergency Authorization procedures
	- "Code 10" Authorization procedures
	- "Referral" Authorization procedures
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants</li> </ul>
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>

4.9.Q.3.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the GSA Large Ticket Transaction Interchange Reimbursement Fee if:
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services or</li> </ul>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>
4.9.Q.3.c	Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for GSA Large Ticket Transaction Interchange Reimbursement Fees, unless the Acquirer:
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>
	<ul> <li>Maintains full responsibility and control over the Merchant</li> </ul>
4.9.R	Visa Purchasing Large Ticket Interchange Reimbursement Fee
4.9.R.1	General
	A Transaction may qualify as a Visa Purchasing Large Ticket Transaction if it meets:
	<ul> <li>The requirements specified in this section and</li> </ul>
	<ul> <li>Applicable Custom Payment Services requirements</li> </ul>
	See Section 9.5.B for the Visa Purchasing Large Ticket Interchange Reimbursement Fee.
4.9.R.2	Registration
4.9.R.2.a	An Acquirer must:
	<ul> <li>Register participating Merchants with Visa U.S.A. for participation in the Visa Purchasing Large Ticket Interchange program, as specified in the Commercial Card Large Ticket Program Implementation Guide</li> </ul>
	Pay a one-time registration fee to Visa U.S.A. for each registered Merchant
4.9.R.2.b	If a Merchant has multiple Acquirer relationships, each Acquirer must register its
	Merchant separately.

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4.9.R.3 Qualifying Transactions

4.9.R.3	Qualifying Transactions
	A Visa Purchasing Large Ticket Transaction must be:
	Authorized through the V.I.P. System
	<ul> <li>Entered into Interchange through VisaNet, as specified in the appropriate VisaNet User's Manuals</li> </ul>
	• CPS qualified with Level II and Level III enhanced data, including but not limited to sales tax, accounting code, and line item invoice detail, as specified in the appropriate <i>VisaNet User's Manuals</i> and <i>Commercial Card Large Ticket Program Implementation Guide</i>
	<ul> <li>Originating from Merchants with non-Travel Service Category Merchant Category Codes</li> </ul>
4.9.R.4	Non-Qualifying Transactions
4.9.R.4.a	The following Transactions are not eligible for the Visa Purchasing Large Ticket Interchange Reimbursement Fee:
	<ul> <li>Transactions originating from Merchants classified with consumer or retail Merchant Category Codes</li> </ul>
	Passenger Transport Service Category Transactions
	Travel Service Category Transactions
	Cash Disbursements
	Quasi-Cash Transactions
	<ul> <li>Transactions using any of the following:</li> </ul>
	<ul> <li>V.I.P. System Emergency Authorization procedures</li> </ul>
	- "Code 10" Authorization procedures
	- "Referral" Authorization procedures
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants</li> </ul>
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>
4.9.R.4.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) do not qualify for the Visa Purchasing Large Ticket Interchange Reimbursement Fee if:
	<ul> <li>The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services or</li> </ul>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>

**4.9.R.4.c** Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for the Visa Purchasing Large Ticket Interchange Reimbursement Fee, unless the Acquirer:

- Has a Merchant Agreement with the Merchant and
- Maintains full responsibility and control over the Merchant

### 4.9.S International Airline Interchange Reimbursement Fee

### 4.9.S.1 Qualifying Transactions

For a Transaction to be eligible for the International Airline Interchange Reimbursement Fee, as specified in Chapter 9, "*Fees and Charges*," the Transaction must be **all** of the following:

- An International Airline Transaction completed with a Card issued by a non-U.S. Member
- Entered into Interchange by an U.S. Acquirer
- Identified by an Airline Merchant Category Code (3000-3299, or 4511)

An International Airline Transaction must meet Custom Payment Service qualifications and processing requirements for Airline Transactions, as specified in *Section 4.8* and *Section 4.9.D*.

### 4.9.S.2 Non-Qualifying Transactions

U.S. domestic Airline Transactions are not eligible for the International Airline Interchange Reimbursement Fee.

# 4.9.T Performance Threshold Interchange Reimbursement Fee Program—Visa Consumer Credit

### 4.9.T.1 General

A Visa Consumer Credit Card Transaction qualifies for the Performance Threshold Interchange Reimbursement Fee Program if it meets **all** of the following:

- Requirements specified in this section
- Applicable Custom Payment Services requirements
- Requirements specified in the U.S. Interchange Reimbursement Fee Rate Qualification Guide

See Section 9.5.A.1 for the Performance Threshold Interchange Reimbursement Fees.

4.9.T.2 Acquirer Responsibilities

### 4.9.T.2 Acquirer Responsibilities

The Acquirer must:

- Receive notification from Visa prior to implementing a Performance Threshold Interchange Reimbursement Fee for its qualified Merchant
- Submit the Merchant's Transactions to VisaNet in a manner specified by Visa

### 4.9.T.3 Eligibility Requirements

- **4.9.T.3.a Effective through April 4, 2008**, *Table 4-15* specifies eligibility requirements that apply to:
  - CPS/Retail Transactions or
  - CPS/Supermarket Transactions

# Table 4-15: Performance Thresholds for CPS/Retail and CPS/Supermarket Visa Consumer Credit Card Transactions (Effective through April 4, 2008)

Transaction Minimum <sup>1</sup>	Volume Minimum <sup>1</sup>	Maximum Chargeback Ratio <sup>2</sup>	Maximum Fraud Ratio <sup>3</sup>
43 million	\$2.8 billion	.040%	.070%
25 million	\$1.35 billion	.040%	.070%
7 million	\$400 million	.040%	.070%
<ol> <li>Based on total Transaction count and Card sales volume for Signature-Authenticated, Visa Consumer Credit Card Transactions settled through VisaNet from January 1, 2006 through December 31, 2006, which qualified for either the CPS/Retail Interchange Reimbursement Fee or CPS/Supermarket Interchange Reimbursement Fee.</li> </ol>			
<ol> <li>Maximum Chargeback ratio: Total number of Chargebacks divided by total number of Signature- Authenticated, Visa Consumer Credit Card Transactions completed from January 1, 2006 through December 31, 2006.</li> </ol>			
	Minimum <sup>1</sup> 43 million 25 million 7 million nsaction count and 0 Card Transactions se 6, which qualified fo Interchange Reimbu pack ratio: Total num a Consumer Credit 0 6.	Minimum1Minimum143 million\$2.8 billion25 million\$1.35 billion7 million\$400 millionnsaction count and Card sales volume for Card Transactions settled through VisaNe 6, which qualified for either the CPS/Ret Interchange Reimbursement Fee. pack ratio: Total number of Chargebacks a Consumer Credit Card Transactions co 6.	Minimum1Minimum1Chargeback Ratio243 million\$2.8 billion.040%25 million\$1.35 billion.040%7 million\$400 million.040%rnsaction count and Card sales volume for Signature-Authenti Card Transactions settled through VisaNet from January 1, 20 6, which qualified for either the CPS/Retail Interchange Reim Interchange Reimbursement Fee. back ratio: Total number of Chargebacks divided by total num a Consumer Credit Card Transactions completed from Januar

- Maximum fraud ratio: Total number of fraudulent Transactions divided by the total number of Signature-Authenticated, Visa Consumer Credit Card Transactions completed from January 1, 2006 through December 31, 2006.
- 4. Visa Signature and Visa Signature Preferred CPS/Retail and CPS/Supermarket Transactions will be included when calculating the performance threshold Transaction and volume minimums and ratios in *Table 4-15*, although such Transactions are ineligible for Performance Threshold Interchange Reimbursement Fees.

### 4.9.T.3.b Effective April 5, 2008, Table 4-16 specifies eligibility requirements that apply to:

- CPS/Retail Transactions or
- CPS/Supermarket Transactions

# Table 4-16: Performance Thresholds for CPS/Retail and CPS/Supermarket Visa Consumer Credit Card Transactions (Effective April 5, 2008)

Performance Threshold <sup>4</sup>	Transaction Minimum <sup>1</sup>	Volume Minimum <sup>1</sup>	Maximum Chargeback Ratio <sup>2</sup>	Maximum Fraud Ratio <sup>3</sup>
Threshold I	45 million	\$2.9 billion	.040%	.070%
Threshold II	26 million	\$1.4 billion	.040%	.070%
Threshold III	7.3 million	\$420 million	.040%	.070%

 Based on total Transaction count and Card sales volume for Signature-Authenticated, Visa Consumer Credit Card Transactions settled through VisaNet from January 1, 2007 through December 31, 2007, which qualified for either the CPS/Retail Interchange Reimbursement Fee or CPS/Supermarket Interchange Reimbursement Fee.

2. Maximum Chargeback ratio: Total number of Chargebacks divided by total number of Signature-Authenticated, Visa Consumer Credit Card Transactions completed from January 1, 2007 through December 31, 2007.

3. Maximum fraud ratio: Total number of fraudulent Transactions divided by the total number of Signature-Authenticated, Visa Consumer Credit Card Transactions completed from January 1, 2007 through December 31, 2007.

4. Visa Signature and Visa Signature Preferred CPS/Retail and CPS/Supermarket Transactions will be included when calculating the performance threshold Transaction and volume minimums and ratios in *Table 4-16*, although such Transactions are ineligible for Performance Threshold Interchange Reimbursement Fees.

4.9.T.3.c

The performance threshold specified in *Table 4-16* apply to qualified Signature-Authenticated, Visa Consumer Credit Card original Transactions, and related Chargebacks, Representments, and Clearing Reversals.

4.9.T.3.d	Visa Signature CPS/Retail and CPS/Supermarket Transactions are ineligible for Performance Threshold Interchange Reimbursement Fees. Such Transactions may qualify for the CPS/Rewards 1 Interchange Reimbursement Fee.
4.9.T.3.e	Merchant eligibility for the Performance Threshold Interchange Reimbursement Fee Program will be determined by Visa annually.
4.9.T.3.f	Performance Threshold Interchange Reimbursement Fee eligibility requirements will be based on annual volume criteria as specified by Visa. Additionally, Visa will

be based on annual volume criteria as specified by Visa. Additionally, Visa will determine the timing and manner of implementation for the Performance Threshold Interchange Reimbursement Fees available to Acquirers related to the Performance Threshold Interchange Reimbursement Fee Program.

### 4.9.T.4 Non-Qualifying Transactions

- **4.9.T.4.a** Credit Performance Threshold Interchange Reimbursement Fees are not available to any Merchant that discontinues Visa credit Card acceptance at any of its Merchant Outlet locations compared to its acceptance status as of February 1, 2004.
- **4.9.T.4.b** If a Merchant Outlet that accepted Visa credit Cards on February 1, 2004, and that operates within a holding company, later elects to discontinue Visa credit Card acceptance, then all Merchant entities operating within the holding company are ineligible for the credit Performance Threshold Interchange Reimbursement Fees, as specified in Section 4.9.T.4.a.

### 4.9.T.5 Acquirer Responsibilities

The Acquirer must:

- Receive notification from Visa prior to implementing a Performance Threshold Interchange Reimbursement Fee for its qualified Merchant
- Submit the Merchant's Transactions to VisaNet in a manner specified by Visa

# 4.9.U Performance Threshold Interchange Reimbursement Fee Program— Visa Consumer Debit

### 4.9.U.1 General

A consumer Visa Debit Card Transaction qualifies for the Performance Threshold Interchange Reimbursement Fee Program if it meets **all** of the following:

- Requirements specified in this section
- Applicable Custom Payment Services requirements
- Requirements specified in the U.S. Interchange Reimbursement Fee Rate Qualification Guide

See Section 9.5.A.2 for the Performance Threshold Interchange Reimbursement Fees.

4.9.U.2.a

### 4.9.U.2 Eligibility Requirements

Effective through April 4, 2008, *Table 4-17* specifies eligibility requirements that apply to:

- CPS/Retail Transactions or
- CPS/Supermarket Transactions

# Table 4-17: Performance Thresholds for CPS/Retail and CPS/Supermarket Visa Debit Card Transactions (Effective through April 4, 2008)

Threshold	Transaction Minimum <sup>1</sup>	Volume Minimum <sup>1</sup>	Maximum Chargeback Ratio <sup>2</sup>	Maximum Fraud Ratio <sup>3</sup>
Threshold I	43 million	\$2.8 billion	.020%	.040%
Threshold II	25 million	\$1.35 billion	.020%	.040%
Threshold III	Threshold III         7 million         \$400 million         .020%         .040%		.040%	
<ol> <li>Based on total Transaction count and Card sales volume for Signature-Authenticated, consumer Visa Debit Card Transactions settled through VisaNet from January 1, 2006 through December 31, 2006, which qualified for either the CPS/Retail Interchange Reimbursement Fee or CPS/Supermarket Interchange Reimbursement Fee.</li> <li>Maximum Charaback ratio: Total number of Charabacke divided by the total number of</li> </ol>				

Maximum Chargeback ratio: Total number of Chargebacks divided by the total number of Signature-Authenticated, consumer Visa debit Card Transactions completed from January 1, 2006 through December 31, 2006.

<sup>3.</sup> Maximum fraud ratio: Total number of fraudulent Transactions divided by total number of Signature-Authenticated, consumer Visa Debit Card Transactions completed from January 1, 2006 through December 31, 2006.

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Table 4-18: Performance Thresholds for CPS/Retail and CPS/Supermarket Visa Debit Card Transactions (Effective April 5, 2008)

4.9.U.2.b		r <b>e April 5, 2008</b> , Retail Transactio		ifies eligibility re	quirements that	apply to:
		Supermarket Tra				
	Table 4-18: Perfor Visa [		lds for CPS/Reta actions <b>(Effecti</b>	•		
	Threshold	Transaction Minimum <sup>1</sup>	Volume Minimum <sup>1</sup>	Maximum Chargeback Ratio <sup>2</sup>	Maximum Fraud Ratio <sup>3</sup>	
	Threshold I	45 million	\$2.9 billion	.020%	.040%	1
	Threshold II	26 million	\$1.4 billion	.020%	.040%	]
	Threshold III	7.3 million	\$420 million	.020%	.040%	4
	<ol> <li>Based on total Transaction count and Card sales volume for Signature-Authenticated, consumer Visa Debit Card Transactions settled through VisaNet from January 1, 2007 through December 31, 2007, which qualified for either the CPS/Retail Interchange Reimbursement Fee or CPS/Supermarket Interchange Reimbursement Fee.</li> <li>Maximum Chargeback ratio: Total number of Chargebacks divided by the total number of</li> </ol>					
	through Decembe 3. Maximum fraud ra	r 31, 2007. tio: Total number of f nsumer Visa Debit C	sa Debit Card Transa raudulent Transactio ard Transactions cor	ns divided by total nu	umber of Signature-	
4.9.U.2.c	Signatu	re-Authenticated	olds specified in I, consumer Visa epresentments, a	Debit Card orig	inal Transactions	s, and
4.9.U.2.d			ne Performance T ned by Visa annu		hange Reimburs	ement Fee
4.9.U.2.e	be base determin Intercha	d on annual volu ne the timing and inge Reimburser	ume criteria as sp d manner of impl	becified by Visa. ementation for the ble to Acquirers	e eligibility require Additionally, Vis he Performance related to the Pe	a will Threshold
4.9.U.3	Non-Quali	fying Transacti	ons			
4.9.U.3.a	any Mer	chant that disco	ntinues Visa Det	oit Card accepta	nt Fees are not a nce at any of its December 1, 20	Merchant
4.9.U.3.b	operate: accepta ineligible	s within a holding nce, then all Me	g company, later rchant entities op erformance Three	elects to discon perating within th	December 1, 200 Itinue Visa Debit ne holding compa ne Reimbursemen	Card any are

### 4.9.U.4 Acquirer Responsibilities

The Acquirer must:

- Receive notification from Visa prior to implementing a Performance Threshold Interchange Reimbursement Fee for its qualified Merchant
- Submit the Merchant's Transactions to VisaNet in a manner specified by Visa

### 4.9.V CPS/Small Ticket Interchange Reimbursement Fee

A Transaction may qualify as a CPS/Small Ticket Transaction if it meets the applicable Custom Payment Service requirements and the requirements specified in:

- Section 4.9.V and
- Section 5.4.1

See Chapter 9, "Fees and Charges," for the CPS/Small Ticket Interchange Reimbursement Fee.

	100.
4.9.V.1	Qualifying Transactions
4.9.V.1.a	A CPS/Small Ticket Transaction must be:
	<ul> <li>A Visa Consumer Card Transaction of \$15 or under</li> </ul>
	Authorized through the V.I.P. System
	<ul> <li>Entered into Interchange through VisaNet, as specified in the appropriate VisaNet User's Manuals</li> </ul>
4.9.V.1.b	The Point-of-Transaction Terminal must read and transmit track 1 or 2 of the Magnetic Stripe, unaltered Chip, or unaltered Contactless Payment data, as specified in the appropriate <i>VisaNet User's Manuals</i> .
4.9.V.1.c	The Merchant name and location must be included in the Authorization Request, as specified in the <i>Required Data for Authorization Requests and Responses</i> ( <i>Exhibit OO</i> ).
4.9.V.1.d	A CPS/Small Ticket Transaction must occur in a Face-to-Face Environment.
4.9.V.2	Non-Qualifying Transactions
4.9.V.2.a	The following Transactions are not eligible for the CPS/Small Ticket Interchange Reimbursement Fee:
	Commercial Visa Product Transactions
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>
	<ul> <li>Transactions using any of the following:</li> </ul>
	- V.I.P. System Emergency Authorization procedures
	- "Code 10" Authorization procedures
	- "Referral" Authorization procedures

4.9.V.3 Transaction Processing Time Limits

4.9.V.3	Transaction Processing Time Limits
4.9.V.3.a	The Acquirer's Processing Date must not be more than 2 calendar days from the Transaction Date
4.9.V.3.b	When counting days, <b>exclude</b> the Transaction Date, Sundays, and the following U.S. holidays:
	New Year's Day
	Martin Luther King, Jr. Day
	Washington's Birthday (Observed)
	Good Friday
	Memorial Day (Observed)
	Independence Day
	Labor Day
	Columbus Day (Observed)
	Veterans Day
	Thanksgiving Day
	Christmas Day
4.9.V.3.c	If the Transaction occurs on a Sunday or holiday, the Transaction Date is considered to be the next business day for the calculation of the processing time limits.
4.9.V.3.d	If the second calendar day falls on a Saturday, the last permitted Acquirer's processing day is Sunday.
4.9.W	ATM Interchange Reimbursement Fee Tier 1
4.9.W.1	Qualification
4.9.W.1.a	An ATM may qualify for the ATM Interchange Reimbursement Fee Tier 1 level, as specified in <i>Section 9.5.G.3</i> , if the ATM meets the requirements specified in <i>Section 4.9.W.2</i> and in the <i>Visa/Plus ATM Portfolio Profile</i> form. The <i>Visa/Plus ATM Portfolio Profile</i> form is available from Visa U.S.A. Membership Management upon request.
4.9.W.1.b	An ATM that does not qualify for the ATM Interchange Reimbursement Fee Tier 1 level will be subject to the ATM Interchange Reimbursement Fee Tier 2 level, as specified in the Section 9.5.G.3.
4.9.W.2	Registration
	A Member with ATMs that qualify for the ATM Interchange Reimbursement Fee Tier 1 level, as specified in <i>Section 9.5.G.3</i> , must comply with the registration requirements, available from Visa U.S.A. upon request.

# 4.10 Transaction Receipt Data Requirements

A Transaction Receipt may be generated either electronically or manually. Detailed requirements for each type of Transaction Receipt, including printing and data requirements, are specified in *Electronic and Manual Transaction Receipts (Exhibit S)*.

# 4.10.A Electronic Transaction Receipts

An Electronic Transaction Receipt is created electronically in a Card-Present Environment.

# 4.10.B Manual Transaction Receipts

A manual Transaction Receipt is created when an Account Number is transferred to the Transaction Receipt without the use of electronic means, in a manual or Semi-Electronic Environment.

The Cardholder copy of a Transaction Receipt must bear the legend "Retain this copy for statement verification," or similar wording in a 10-point Helvetica type font.

# 4.11 Visa Loyalty Platform Services

This section specifies requirements for Acquirers that participate in the optional Visa Loyalty Platform Services.

# 4.11.A Overview

The Visa Loyalty Platform Services:

- Provide rewards and loyalty services that enable Acquirers to enhance their proprietary loyalty programs
- Offer optional support to Merchant loyalty programs through Acquirers

# 4.11.B General Requirements

A participating Acquirer must comply with operating requirements and applicable branding requirements, as detailed in the *Visa Loyalty Platform Services - Service Description*.

# 4.11.C Fees

Visa assesses fees to Acquirers for rewards services available through Visa Loyalty Platform Services. Fee information is available in the Visa Loyalty Platform Services Pricing Directory.

# 4.12 Visa Prepaid Card

# 4.12.A **Processing Requirements**

### 4.12.A.1 Purchase

For a Transaction representing the purchase of a Visa Prepaid Card, the Acquirer must include the Visa Prepaid Card Transaction indicator in the Clearing Record, as specified in the:

- VisaNet Clearing Message Content Standards (Exhibit NN) and
- Appropriate VisaNet User's Manual

### 4.12.A.2 Healthcare Auto-Substantiation Transactions (Effective January 1, 2008)

An Acquirer or its Agent that processes a Healthcare Auto-Substantiation Transaction from a SIGIS-certified Merchant, must:

- Be licensed and certified by SIGIS
- Provide the Visa Flexible Savings Account (FSA) or Visa Health Reimbursement Account (HRA) BIN list to the certified Merchant
- Comply with all the requirements stipulated by SIGIS, including storage and fulfillment of Transaction Receipt detail data as specified in *Storage and Retrieval of Receipt Detail for IIAS Healthcare Auto-Substantiation Transactions*, and in *Volume II—Dispute Resolution Rules*, Section 1.2.B, and Section 1.2.G.2
- Include Merchant Verification Value (MVV) in the Authorization Request
- Comply with the following:
  - Visa Auto-Substantiation Transaction Consolidated Technical Requirements guide
  - Visa Auto-Substantiation Transactions Service Description and Implementation Guide

# 4.12.B Cardholder-Activated Terminals

If a Visa Prepaid Card is sold through an Automated Dispensing Machine or Self-Service Terminal, the Visa Prepaid Card Merchant must:

- Prominently identify itself and
- Post its customer service number on the terminal

# 4.12.C Restrictions

A Visa Prepaid Card must **not** be redeemed for cash by a Merchant accepting the Visa Prepaid Card.

# 4.13 Visa Account Updater

### 4.13.A Overview

An Acquirer may, at its option, participate in the Visa Account Updater, as specified in *Section 6.2.G.* 

### 4.13.B Acquirer Responsibilities

### 4.13.B.1 Participation Requirements

A participating Acquirer must comply with the Visa Account Updater requirements specified in the *Account Updater Terms of Use*.

### 4.13.B.2 Risk Standards

A participating Acquirer must ensure that a Merchant designated as a high-risk merchant, as defined in the Visa *Account Updater Terms of Use*, does **not** have access to Visa Account Updater information.

# 4.14 Bill Payment Transactions

# 4.14.A Transaction Processing Requirements

An Acquirer must identify a Bill Payment Transaction in the Authorization Request and Clearing Record with required VisaNet data elements as specified in the:

- VisaNet Clearing Message Content Standards (Exhibit NN)
- Required Data for Authorization Requests and Responses (Exhibit 00)
- Appropriate VisaNet User's Manual
- U.S. Interchange Reimbursement Fee Rate Qualification Guide

A Credit Voucher Transaction related to an original Bill Payment Transaction does not require unique identification in the VisaNet Clearing Record, and may be processed according to standard procedures.

# 4.14.B Interchange Reimbursement Fee

Any applicable Interchange Reimbursement Fee may apply to a Bill Payment Transaction.

# 4.15 Dynamic Currency Conversion Transactions

# 4.15.A General Requirements

An Acquirer must ensure that its Merchants offering Dynamic Currency Conversion services comply with all operating requirements for Dynamic Currency Conversion Transactions, as specified in this section, *Section 5.4.N*, and the *Visa U.S.A. Inc. Operating Regulations*.

# 4.15.B Acquirer Responsibilities

### 4.15.B.1 General Requirements

- 4.15.B.1.a An Acquirer must ensure that any or Third Party processing Dynamic Currency Conversion Transactions complies with the requirements specified in the *Visa U.S.A. Inc. Operating Regulations, Volume I—General Rules, Section 1.4* through *Section 1.8*.
- 4.15.B.1.b An Acquirer and its Merchants, third-party agents, and processors must not represent, either explicitly or implicitly, that its Dynamic Currency Conversion service is a Visa service.
- 4.15.B.1.c An Acquirer must ensure that its Merchant's customer service procedures for Dynamic Currency Conversion Transactions adhere to the operating requirements specifed in *Section 4.15.B*.

### 4.15.B.2 Registration

- **4.15.B.2.a** All existing Acquirers and/or their Merchants providing Dynamic Currency Conversion services must register with Visa.
- **4.15.B.2.b** Before offering Dynamic Currency Conversion services, an Acquirer must register itself, its DCC Merchants, and any third-party DCC processor or agent with Visa.
- **4.15.B.2.c** For each Merchant offering Dynamic Currency Conversion services, the Acquirer must provide the following information:
  - Member name
  - BIN
  - Merchant name
  - Merchant Outlet(s)
  - Name of any third-party agent or processor that will be processing Dynamic Currency Conversion Transactions
  - Effective date

Any Acquirer with a Merchant that will begin offering Dynamic Currency Conversion services must provide the above information to Visa at least 30 days prior to commencing the service.

4.15.B.2.d An Acquirer that processes the Transaction using Dynamic Currency Conversion must register its DCC Merchant, any third-party DCC processor, or agent with Visa within the timeframe specified in *Section 4.15.B.2*, regardless of whether or not the Acquirer itself directly supplied the DCC service to the Merchant Outlet, processor or agent.

### 4.15.B.3 Merchant Status

Acquirers must notify Visa if there is a change in the status of the Dynamic Currency Conversion services provided by its Merchants.

### 4.15.B.4 Disclosure

The Merchant must fully inform the Cardholder that both:

- A Dynamic Currency Conversion Transaction is optional
- The Cardholder need not do anything additional to have the Transaction processed in the local currency

### 4.15.B.5 Transaction Requirements

If the Cardholder accepts the Dynamic Currency Conversion option, the Merchant must both:

- Complete the Transaction in the defined manner for each Transaction environment, as specified in *Section 5.4.N.3*
- Include the required information on the Transaction Receipt, as detailed in *Section 5.4.N.3*

### 4.15.B.6 Card-Absent Environment

Before initiating a Dynamic Currency Conversion Transaction in the Card-Absent Environment, a Merchant must disclose specified Transaction-related information, as detailed in *Section 5.4.N.3*, *Table 5-6*.

# 4.15.C T&E Express Service Requirements

For a T&E Express Service Transaction involving Dynamic Currency Conversion, a Merchant must:

- Send the Cardholder a copy of the Transaction Receipt through the postal service (or email, if selected by the Cardholder) within 3 business days
- Process any delayed or amended charges at the same currency conversion rate as the original Dynamic Currency Conversion Transaction

Additional requirements, as specified in *Section 5.4.N.6*, *Table 5-7*, apply to Dynamic Currency Conversion Transactions in the T&E Express Service environment.

# 4.15.D Restrictions

An Acquirer must ensure that its Merchant does not:

- Use any contractual language or procedures that result in the Cardholder choosing Dynamic Currency Conversion Transaction by default
- Convert a Transaction amount in the local currency into an amount in a different currency, after the Transaction has been completed but not yet entered into Interchange

4.16 VisaVue Service

# 4.16 VisaVue Service

This section specifies the requirements for Acquirers that participate in the VisaVue Service.

# 4.16.A Participation

Participation in the VisaVue Service is optional and at the sole discretion of Visa. Visa reserves the right to:

- Limit participation in the service
- Impose conditions on use
- Discontinue the service at any time

### 4.16.A.1 Participation Agreement

In order to participate in the VisaVue Service, an Acquirer must sign a VisaVue Service Participation Agreement. Further information is available from Visa U.S.A. upon request.

### 4.16.A.2 VisaVue Service Information

- **4.16.A.2.a** The VisaVue Service provides operations and marketing reports, based on VisaNet transaction data, to assist an Acquirer in managing the efficiency and profitability of its portfolio.
- **4.16.A.2.b** An Acquirer may not use the VisaVue Service information provided by Visa for any other purpose, except as provided in the *Visa U.S.A. Inc. Operating Regulations*.

### 4.16.A.3 Disclosure

- 4.16.A.3.a The information provided to an Acquirer through the VisaVue Service is proprietary to Visa and may be disclosed only as specified in the VisaVue Service Participation Agreement.
- **4.16.A.3.b** VisaVue Service information must **not** be shared with third parties<sup>1</sup>, directly or indirectly, except as provided in the VisaVue Service Participation Agreement.

### 4.16.A.4 Compliance

Each Acquirer bears the sole responsibility for compliance with all applicable laws and regulations.

<sup>&</sup>lt;sup>1</sup> "Third party," as used in Section 4.16.A.3.b means any person, real or corporate, other than the Acquirer.

# 4.17 POS Balance Inquiry Service

This section specifies Acquirer participation requirements for the POS Balance Inquiry Service.

### 4.17.A Overview

The POS Balance Inquiry Service provides information to participating Merchants that facilitates the Merchant providing current account balance information to Visa Prepaid Card Cardholders.

# 4.17.B Participation

An Acquirer must:

- Participate in the POS Balance Inquiry Service
- Obtain systems certification from Visa U.S.A. to receive and transmit Visa Prepaid Card balance inquiry information, as specified in the appropriate *VisaNet User's Manual*

Merchant participation in the POS Balance Inquiry Service is optional.

# 4.18 Health Care Eligibility Service

### 4.18.A Overview

An Acquirer may, at its option, participate in providing the Health Care Eligibility Service to its Merchants.

# 4.18.B Acquirer Responsibilities

A participating Acquirer must comply with the:

- Health Care Eligibility Service requirements specified in the Health Care Eligibility Service Implementation Guide
- Merchant Agreement requirements specified in Section 4.2.C.9

4.19 Visa ReadyLink

# 4.19 Visa ReadyLink

# 4.19.A Overview

An Acquirer may, at its option, participate in Visa ReadyLink.

# 4.19.B Acquirer Responsibilities

A participating Acquirer must do all of the following:

- Comply with the service requirements specified in both the:
  - Visa U.S.A. Prepaid Products Program Guidelines
  - Visa ReadyLink Service Description and Implementation Guidelines
- Comply with the Merchant Agreement requirements, as specified in Section 4.2.C.10
- Ensure that it maintains adequate funds available for settlement of approved Transactions that have been processed through VisaNet from its Load Partners
- Process a Visa ReadyLink Transaction through the Single Message System

# 5.1 Introduction

5

This chapter specifies requirements for Visa Card, Visa Electron Card, and Cheque acceptance by Merchants and Members.

# 5.2 Merchant Card Acceptance

This section specifies general requirements that an Acquirer must ensure its Merchants follow for accepting Visa Cards and Visa Electron Cards for payment. Additional requirements for Merchant Agreements are specified in *Section 4.2.C* and *Section 4.2.D*.

# 5.2.A Display of Marks and Acceptance Signage

### 5.2.A.1 General Requirements

An Acquirer must ensure that:

	<ul> <li>Each of its Merchants that accepts all Visa Cards displays the appropriate Visa-Owned Marks to indicate which Cards it accepts for payment</li> </ul>
	<ul> <li>Each of its Limited Acceptance Merchants displays the Visa-approved signage representing the Limited Acceptance Category it has selected</li> </ul>
	<ul> <li>A Merchant does <b>not</b> display the Visa-Owned Marks indicating acceptance of all Visa Cards if it has selected Limited Acceptance</li> </ul>
5.2.A.1.a	A Merchant is not required to display the Visa-Owned Marks if it does not deal with the general public, for example:
	Private club
	Car Rental Company at an airport location
	<ul> <li>Transportation company subject to federal or foreign regulations</li> </ul>
	<ul> <li>Any other Merchant or class of Merchant that the Visa U.S.A. Board of Directors deems appropriate</li> </ul>
5.2.A.2	Use of Verified by Visa Mark
	A Merchant must display the appropriate Verified by Visa Mark to indicate its participation in the 3-D Secure Authenticated Payment Program
5.2.A.2.a	A 3-D Secure-capable Electronic Commerce Merchant that displays the Verified by Visa Mark must <b>not</b> use the Mark:
	<ul> <li>In a way that implies endorsement of any other product or service</li> </ul>
	<ul> <li>As an Acceptance Mark in any application</li> </ul>
	An Electronic Commerce Merchant must <b>not</b> use the Verified by Visa Mark unless the Merchant is a 3-D Secure participant.

5.2.A.3 Merchant Web Sites

5.2.A.3	Merchant Web Sites
5.2.A.3.a	A Merchant Web Site must display at the point of payment choice, either the:
	<ul> <li>Visa Flag Symbol or Visa Brand Mark in full color, if it accepts all Visa Cards for payment or</li> </ul>
	<ul> <li>Visa-approved signage representing the Limited Acceptance category it has selected</li> </ul>
5.2.A.3.b	A Merchant that accepts all Visa Cards may use the Visa Brand Name to indicate acceptance of Visa-branded payment products only when a visual representation of an acceptance mark is not possible at the Merchant Web Site.
5.2.A.3.c	The Visa Mark used must <b>not</b> be smaller than any other acceptance mark displayed by the Merchant.
5.2.A.4	Mail/Phone Order Merchants
	A Mail/Phone Order Merchant must:
	<ul> <li>Advise the Cardholder, during the payment process, that it accepts all Visa Cards for payment or that it accepts Cards that are in the Limited Acceptance category it has selected</li> </ul>
	<ul> <li>Display, in its catalog, or other selling material, either the:</li> </ul>
	<ul> <li>Visa Flag Symbol or Visa Brand Mark in full color, if it accepts all Visa Cards for payment or</li> </ul>
	<ul> <li>Visa-approved signage representing the Limited Acceptance category it has selected</li> </ul>
5.2.A.5	Automated Fuel Dispenser Merchants
	An Automated Fuel Dispenser Merchant must display the appropriate Visa-Owned Marks on or near the Automated Fuel Dispenser to indicate which Cards it accepts for payment.
5.2.A.6	Promotional Material
5.2.A.6.a	If a Merchant uses promotional materials and advertisements that include the use of Visa-Owned Marks, the Merchant must comply with the applicable sections of <b>all</b> of the following:
	Visa U.S.A. Inc. Operating Regulations
	Visa International Operating Regulations, Volume I—General Rules
	<ul> <li>Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol)</li> </ul>
	<ul> <li>Visa Product Brand Standards (for Cards bearing the Visa Brand Mark), available through Visa Online</li> </ul>

5.2.A.6.b	The Merchant may:
	<ul> <li>Indicate in a single advertisement, display, or notice that the Visa Program services and other card services are available, and</li> </ul>
	<ul> <li>Use the Visa-Owned Marks or, if the Merchant has selected Limited Acceptance, the signage associated with the Limited Acceptance category it has selected, on promotional, printed, or broadcast materials only to indicate the types of Cards it accepts for payment</li> </ul>
5.2.A.6.c	The Merchant must <b>not</b> :
	<ul> <li>Indicate or imply that Visa endorses any Merchant goods or services</li> </ul>
	Refer to Visa in stating eligibility for its products, services, or membership
	<ul> <li>Use the Visa-Owned Marks for any purpose other than those permitted in the Visa U.S.A. Inc. Operating Regulations or without written permission from Visa</li> </ul>
	• Use the signage associated with the Limited Acceptance Category it has selected for any purpose other than those permitted in the <i>Visa U.S.A. Inc. Operating Regulations</i> or without written permission from Visa
5.2.A.7	Affinity Card Program
5.2.A.7.a	Visa-Owned Marks must be at least equal in size and prominence to the Affinity Partner identification and any other payment system Marks.
5.2.A.7.b	A Merchant must <b>not</b> display a reproduction of an Affinity Card as part of a decal at the Point-of-Transaction.
5.2.A.7.c	Visa U.S.A. may require modification of any display of the Affinity Partner's Trade Name or Mark at a Merchant Outlet if the display adversely affects the Visa brand.
5.2.A.7.d	An Affiliated-merchant must display the Visa-Owned Marks as specified in Section 5.2.A independently from any identification of the Affinity Partner.
5.2.B	Honoring Cards
5.2.B.1	Visa Cards Issued by U.S. Issuers
	A Merchant that accepts Visa Cards may choose Limited Acceptance.
5.2.B.2	Visa Cards Issued by Non-U.S. Issuers
	A Merchant that accepts all Visa Cards, or a Limited Acceptance category of Visa Cards as specified in <i>Section 5.2.B.1</i> , must accept any valid Visa Card issued by a non-U.S. Issuer, as specified in the <i>Visa International Operating Regulations, Volume I—General</i>

Rules.

5.2.B.3 Selection of Payment Systems—The Cardholder's Choice

5.2.B.3	Selection of Payment Systems—The Cardholder's Choice
5.2.B.3.a	A Merchant that wishes to accept Visa Cards must accept any valid Visa Card in its category of acceptance, as specified in <i>Section 5.2.B.1</i> , that a Cardholder properly presents for payment. This means that the Merchant must permit the Cardholder to choose whether he or she pays for a transaction with that Visa Card or with some other means of payment accepted by the Merchant. The Merchant may request or encourage a Cardholder to use a means of payment other than a Visa Card.
5.2.B.3.b	If a Cardholder presents a Visa Card that is in the Merchant's category of acceptance and that bears a Mark representing another payment service:
	<ul> <li>The Merchant must honor the Cardholder's request if the Cardholder indicates that the transaction is to be processed as a Visa Transaction.</li> </ul>
	• The Merchant may process the transaction as something other than a Visa Transaction despite an initial indication by the Cardholder that the transaction is to be processed as a Visa Transaction, but only if the Cardholder agrees that the transaction may be processed as something other than a Visa Transaction. The Merchant may not mislead the Cardholder concerning what payment service or system will be used. If the Merchant provides any information regarding the customer's rights related to various transaction choices, that information must be accurate.
5.2.B.3.c	A Merchant may offer a non-monetary benefit to a Cardholder as an inducement for the Cardholder to use a means of payment other than a Visa Card. A Merchant may offer a monetary benefit in the form of a discount, as provided in <i>Section 5.2.D.2</i> , as an inducement for the Cardholder to use a means of payment other than a Visa Card.
5.2.B.3.d	A Merchant may accept Visa Electron Cards. If the Merchant accepts Visa Electron Cards, it must:
	<ul> <li>Accept all Visa Electron Cards properly presented for payment and</li> </ul>
	<ul> <li>Process all Transactions resulting from Visa Electron Cards as Visa Electron Program Transactions, as specified in the Visa International Operating Regulations</li> </ul>
5.2.B.3.e	If a Merchant does not deal with the public (for example, a private club), it complies with <i>Section 5.2.B.3</i> if it accepts Visa Cards and Visa Electron Cards from its members.
5.2.B.4	Affinity Cards
	A Merchant that wants to accept Affinity Cards, including an Affiliated-merchant that is affiliated with an Affinity Partner, must also accept all Visa Cards, in the Merchant's

A Merchant that wants to accept Affinity Cards, including an Affiliated-merchant that is affiliated with an Affinity Partner, must also accept all Visa Cards, in the Merchant's category of acceptance, as specified in *Section 5.2.B.* The Merchant must **not** use an Affinity Card to debit any credit, charge, or asset account other than the Visa account maintained by the Issuer in connection with the Affinity Card.

5.2.B.5.a	A Merchant that accepts a Visa Card and has a Magnetic Stripe Terminal must
	attempt to accept the Visa Mini Card if the Visa Mini Card is within the Merchant's
	category of Card acceptance.

**5.2.B.5.b** A Merchant must request the corresponding full-sized Visa Card if the Merchant's Terminal is unable to read the Magnetic Stripe on the back of the Visa Mini Card.

### 5.2.B.6 Uniform Services

- 5.2.B.6.a Effective through April 13, 2007, a Merchant must process Transactions with its Acquirer's Cardholders and other Member's Cardholders in exactly the same manner. The Merchant's normal Floor Limits, discount rates, controls, regulations, and procedures apply.
- 5.2.B.6.b Effective April 14, 2007, a Merchant must process Transactions with its Acquirer's Cardholders and other Member's Cardholders in exactly the same manner. The Merchant's normal discount rates, controls, regulations, and procedures apply.
- 5.2.B.6.c A Merchant must **not** require a Cardholder, as a condition for honoring a Visa Card or Visa Electron Card, to sign a statement that waives the Cardholder's right to dispute the Transaction with the Issuer.

### 5.2.B.7 Expired or Invalid Cards

- 5.2.B.7.a A Merchant must **not** accept an Expired Card unless an Authorization is obtained.
- **5.2.B.7.b** A Merchant must not accept a Card prior to the embossed or printed "valid from" date. When a Card is embossed or printed with a "valid from" date, the Card is considered valid on the date specified in *Table 5-1*.

"Valid From" Date Format	Validity Date
Month/year	First day of the embossed or printed month and year
Month/day/year	Embossed or printed date

 Table 5-1:
 Card "Valid From" Validity Dates

#### 5.2.B.8 Affiliated-Merchant

- 5.2.B.8.a An Affiliated-merchant is considered a Merchant for the purposes of the Visa U.S.A. Inc. Operating Regulations.
- 5.2.B.8.b An Acquirer must ensure that its Affiliated-merchant does not offer preferential treatment to the Visa, and Visa Electron Cardholders of that Member.
- **5.2.B.8.c** The Acquirer must ensure that it and its Affiliated-merchant comply with the federal bank anti-tying laws, *Section 106* of the *Bank Holding Company Act Amendments of 1970, 12 USC 1972*, including without limitation, the prohibition on the varying of consideration on the condition that the customer obtain a product or service from an affiliate of the Member.

5.2.C Card Security Features

# 5.2.C Card Security Features

An Acquirer may require a Merchant to examine one or more Visa Card or Visa Electron Card security features prior to completing a Transaction.

At the request of Visa U.S.A., an Acquirer must require a Merchant to examine one or more Visa Card or Visa Electron Card security features prior to completing a Transaction.

# 5.2.D Discounts at Point of Sale

### 5.2.D.1 Advertised Price

Any purchase price advertised or otherwise disclosed by the Merchant must be the price associated with the use of a Visa Card or Visa Electron Card.

### 5.2.D.2 Discounts

**5.2.D.2.a** A Merchant may offer a discount as an inducement for a Cardholder to use a means of payment that the Merchant prefers, provided that the discount is:

- · Clearly disclosed as a discount from the standard price and
- Non-discriminatory as between a Cardholder who pays with a Visa Card and a cardholder who pays with a "comparable card"
- 5.2.D.2.b A "comparable card" for purposes of this rule is any other branded, general purpose payment card that uses the cardholder's signature as the primary means of cardholder authorization (e.g., MasterCard, Discover, American Express). Thus, any discount made available to cardholders who pay with "comparable cards" must also be made available to Cardholders who wish to pay with Visa Cards. Any discount made available to a Cardholder who pays with a Visa Card need not be offered to cardholders who pay with "comparable cards."

### 5.2.D.3 Discounts on Purchases Made With Affinity Cards

When presented with an Affinity Card, a Merchant or Affiliated-merchant must **not** provide a discount to the Cardholder, unless:

- The discount such as a credit on the Cardholder statement, rebate, etc., is provided subsequent to the time of the Transaction, **or**
- · Cardholder presents a coupon or voucher in addition to the Affinity Card

A Merchant or Affiliated-merchant must **not** promote at the Point-of-Transaction the availability of discounts on purchases made with an Affinity Card.

# 5.2.E Convenience Fees

### 5.2.E.1 General Requirements

5.2.E.1.a	Except as specified otherwise for Tax Payment Transactions in Section 5.2.E.2, a
	Merchant that charges a Convenience Fee must ensure that the fee is:

- Charged for a bona fide convenience in the form of an alternative payment channel outside the Merchant's customary payment channels
- Disclosed to the Cardholder as a charge for the alternative payment channel convenience
- Added only to a non face-to-face Transaction<sup>1</sup>
- A flat or fixed amount, regardless of the value of the payment due
- Applicable to all forms of payment accepted in the alternative payment channel
- Disclosed prior to the completion of the Transaction and the Cardholder is given the opportunity to cancel
- Included as a part of the total amount of the Transaction
- 5.2.E.1.b Except as specified in Section 5.2.E.2.a, a Convenience Fee may only be charged by the Merchant that actually provides goods or services to the Cardholder. A Convenience Fee may not be charged by any third-party.
- 5.2.E.1.c Except as permited in *Section 5.2.E.2.c*, a Convenience Fee must **not** be added to a Recurring Transaction.

### 5.2.E.2 Tax Payment Program Fee Requirements (Effective October 4, 2008)

- 5.2.E.2.a A Tax Payment Program Merchant may charge a Convenience Fee for processing a Tax Payment Transaction, as specified in *Section 5.4.K*, if all of the following conditions are met:
  - The Convenience Fee is a fixed or flat amount regardless of the value of the tax
    payment
  - The Convenience Fee charged for a Visa Transaction is not greater than any fixed or flat fee charged for a transaction with any other payment card
  - The Convenience Fee is clearly disclosed prior to the completion of the Transaction and the Cardholder is given the opportunity to cancel
- 5.2.E.2.b To qualify for the Debit Tax Payment Interchange Reimbursement Fee specified in *Section 4.9.K*, the Convenience Fee for a Visa Debit Card Transaction must be a fixed or flat amount not exceeding \$3.95 per Transaction, regardless of the tax payment amount.
- 5.2.E.2.c A Convenience Fee may be charged for Tax Payment Transactions in either a Card-Present Environment or a Card-Absent Environment, including Recurring Transactions.

<sup>&</sup>lt;sup>1</sup> The requirement for an alternate payment channel means that Mail/Telephone Order and Electronic Commerce Merchants whose payment channels are exclusively non face-to-face may not impose a Convenience Fee.

### 5.2.F Prohibitions

5.2.E.2.d A Tax Payment Program Merchant that charges a Convenience Fee must process the Convenience Fee amount as a separate Transaction.

### 5.2.F Prohibitions

A Merchant must **not**:

- Accept Cardholder payments for previous Visa Card or Visa Electron Card charges incurred at the Merchant location
- Establish a minimum or maximum Transaction amount as a condition for honoring a Visa Card or Visa Electron Card
- Require a Cardholder to complete a postcard or similar device that includes the Cardholder's Account Number, Card expiration date, signature, or any other Card account data in plain view when mailed
- Add any surcharge to Transactions except as specified in Section 5.4.K for a Tax Payment Transaction<sup>1</sup>
- Add any tax to Transactions, unless applicable law expressly requires that a Merchant be permitted to impose a tax. Any tax amount, if allowed, must be included in the Transaction amount and not collected separately.
- Enter into Interchange any Transaction Receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to the Merchant, irrespective of Cardholder approval. The Merchant may pursue payment from the customer outside the Visa system.
- Request or use an Account Number for any purpose other than as payment for its goods or services, except to support:
  - The Health Care Eligibility Service, as specified in Section 5.4.W
  - Visa ReadyLink, as specified in Section 5.4.X
- Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from that Merchant
- Disburse funds in the form of cash, unless:
  - Effective through May 14, 2008<sup>2</sup>, Merchant is dispensing funds in the form of travelers cheques, Visa TravelMoney Cards, or Foreign Currency. In this case, the Transaction amount is limited to the value of the travelers cheques, Visa TravelMoney Card, or Foreign Currency plus any commission or fee charged by the Merchant, or
  - Merchant is participating in the Visa Cash Back Service, as specified in Section 5.4.AA.
- Accept a Visa Card or Visa Electron Card for the purchase of Scrip
- Accept a Visa Electron Card for a Manual Cash Disbursement

<sup>2</sup> A Merchant that processed the sale of travelers cheques or Foreign Currency as a Cash Disbursement Transaction prior to May 15, 2008 must comply with this requirement **effective November 15, 2009**.

<sup>&</sup>lt;sup>1</sup> Travelers cheque and Foreign Currency fees and commissions are not surcharges.

- Accept a Visa TravelMoney Card for a Manual Cash Disbursement
- Effective October 4, 2008, accept a Visa Consumer Credit Card or Commercial Visa Product, issued by a U.S. Issuer, to collect or refinance an existing debt
- Accept a Card to collect or refinance an existing debt that has been deemed uncollectible by the Merchant providing the associated goods or services.
- Enter into Interchange a Transaction that represents collection of a dishonored check.

# 5.2.G Chip Card Acceptance

If a Chip-initiated Transaction is declined by the Issuer, the Transaction must **not** be completed by any other means.

If the Chip or Chip-Reading Device is inoperable, the Merchant **must** obtain an Online Authorization using the Magnetic Stripe. If the Magnetic Stripe cannot be read, or if Online Authorization is not available, existing Card acceptance and Transaction processing procedures apply.

# 5.2.H Use and Disclosure of BIN Information

#### 5.2.H.1 Use of BIN Information

A Merchant or Agent that receives BIN information from its Acquirer must **not** use such information for any reason other than to identify Visa Debit Category products at the point of sale, unless authorized by Visa U.S.A.

#### 5.2.H.2 Confidentiality

- **5.2.H.2.a** Visa BIN information provided by an Acquirer to a Merchant or an Agent is proprietary and confidential information belonging to Visa U.S.A.
- **5.2.H.2.b** A Merchant or Agent must **not** disclose Visa BIN information to any third party without prior written permission from Visa U.S.A.

# 5.2.1 Disclosure and Storage of Visa Transaction Information

#### 5.2.I.1 Merchant Disclosure

- **5.2.I.1.a** Except as specified in *Section 5.2.I.1.b*, a Merchant must not disclose a Cardholder Account Number, personal information, or other Visa Transaction Information to any entity other than to a registered Third Party, the Acquirer, or the Acquirer's Agent for the sole purpose of:
  - Assisting the Merchant in completing the Transaction or
  - As specifically required by law

5.2.I.2 Agent Disclosure

5.2.I.1.b	A Merchant may only disclose Visa Transaction Information to third parties, approved by Visa, for the sole purpose of:
	<ul> <li>Supporting a loyalty program or</li> </ul>
	Providing fraud control services
5.2.I.1.c	Procedures for approval of third parties are available from Visa U.S.A. Risk Management upon request.
5.2.I.1.d	A Merchant must <b>not</b> , in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or Visa Transaction Information to third parties. The Merchant must:
	<ul> <li>Return this information to its Acquirer or</li> </ul>
	<ul> <li>Provide acceptable proof of destruction of this information to its Acquirer</li> </ul>
5.2.1.2	Agent Disclosure
5.2.I.2.a	An Agent must <b>not</b> disclose a Cardholder Account Number, personal information, or other Visa Transaction Information to third parties, other than for one of the following reasons:
	<ul> <li>For the sole purpose of completing the Transaction</li> </ul>
	As required by local law
	<ul> <li>With the permission of the Issuer, Acquirer, or Visa, as specified in the Visa U.S.A. Inc. Operating Regulations</li> </ul>
5.2.I.2.b	An Acquirer's Agent must <b>not</b> , in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction Information to third parties. The Agent must:
	<ul> <li>Return this information to its Acquirer or</li> </ul>
	<ul> <li>Provide acceptable proof of destruction of this information to its Acquirer</li> </ul>
5.2.1.3	Storage
5.2.I.3.a	A Merchant or its agent must:
	<ul> <li>Store all material containing Cardholder Account Numbers or imprints (such as Transaction Receipts, car rental agreements, and carbons) in an area limited to selected personnel and</li> </ul>
	Render all data unreadable prior to discarding

5.2.I.3.b	The Merchant or its agent must <b>not</b> retain or store the full contents of any track on the Magnetic-Stripe, or equivalent data on the Contactless Payment chip, subsequent to Authorization of a Transaction.
5.2.I.3.c	The Merchant or its agent must not retain or store Card Verification Value 2 data subsequent to Authorization of a Transaction.
5.2.I.3.d	The Merchant or its agent must <b>not</b> request the Card Verification Value 2 data on any paper Order Form.
5.2.1.4	Additional Merchant Security Requirements
5.2.I.4.a	An Acquirer must ensure that its Merchant complies with the following security requirements:
	<ul> <li>Implement and maintain all of the security requirements, as specified in the Cardholder Information Security Program</li> </ul>
	<ul> <li>Immediately notify Visa U.S.A. Risk Management, through its Acquirer, of the use of a Third Party</li> </ul>
	<ul> <li>Ensure that the Third Party implements and maintains all of the security requirements, as specified in the Cardholder Information Security Program</li> </ul>
	<ul> <li>Immediately notify Visa U.S.A. Fraud Control, through its Acquirer, of any suspected or confirmed loss or theft of material or records that contain account information and both:</li> </ul>
	<ul> <li>Demonstrate its ability to prevent future loss or theft of account or Transaction information, consistent with the requirements of the Cardholder Information Security Program</li> </ul>
	<ul> <li>Allow Visa U.S.A., or an independent third party acceptable to Visa, to verify this ability by conducting a security review, at the Acquirer's own expense</li> </ul>
5.2.I.4.b	Visa may inspect the premises of a Merchant, or its agent for compliance with the security requirements, as specified in <i>Section 5.2.1.4.a</i> .
5.2.I.4.c	If a Merchant, or its agent does not comply with the security requirements, as specified in <i>Section 5.2.I.4.a</i> , or fails to rectify a security issue, Visa may:
	<ul> <li>Impose restrictions on the Merchant or</li> </ul>

• Permanently prohibit the Merchant from participating in Visa programs

# 5.2.J Cardholder Identification and Card Verification

# 5.2.J.1 Identification Verification

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5.2.J.1.a A Member or a Merchant must validate the Cardholder's identity and verify the Card in a Face-To-Face Environment, as specified in Table 5-2:
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Table 5-2:	Identification Validation
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Description	Retail and T&E Transactions	Manual Cash Disbursements	Quasi-Cash Transactions
Review positive identification (such as an unexpired passport <b>or</b> driver's license) to validate the Cardholder's identity		1	~
<ul> <li>Indicate the positive identification on the Transaction Receipt,<sup>1</sup> including:</li> <li>Description of identification, including any serial number and expiration date, and</li> <li>Cardholder name (if different than the embossed or printed name) and address</li> </ul>		1	~
<ul> <li>Verify both of the following:<sup>2, 3</sup></li> <li>Signature on the Visa Card or Visa Electron Card matches the signature on the Transaction Receipt and identification presented. This signature may be different from the name embossed or printed on the Card.</li> <li>Cardholder resembles the person described, or depicted in any photograph intended for identification on the Visa Card or Visa Electron Card</li> </ul>	7	1	~
Compare the first four digits of the embossed or printed Account Number to the four digits printed above or below the Account Number		1	1
<ul> <li>Record the printed four digits on the Transaction Receipt as follows:</li> <li>Write the digits in the space provided on the Transaction Receipt or</li> <li>Key enter and electronically print the digits on the Cash Disbursement Transaction Record in the designated space, if using a Point-of-Transaction Terminal capable of printing key-entered numbers</li> <li>If the numbers do not match, attempt to recover the Visa Card or Visa Electron Card, as specified in <i>Section 5.2.L</i></li> </ul>		1	~
<ul> <li>When using an Account-Number-Verifying-Terminal, if the embossed or printed Account Number does not match the encoded Account Number:</li> <li>Decline the Transaction and attempt to recover the Card by reasonable and peaceful means</li> <li>Note the physical description of the Cardholder</li> </ul>	1	1	1
<ol> <li>Unless a violation of applicable law.</li> <li>This requirement does not apply to Transactions under \$25 completed at a Point-Contactless Payment capability, or any Transactions completed with a Visa Micro</li> <li>This requirement does not apply to Vehicle-Specific Fleet Card Transactions, Sma Signature Required Transactions.</li> </ol>	Tag.		

5.2.J.1.b	An Acquirer must <b>not</b> , as a regular practice, require a Merchant, and a Merchant must <b>not</b> require a Cardholder, to provide any supplementary Cardholder information as a condition for honoring Visa Card or Visa Electron Card, unless it is required, or permitted, elsewhere in these Operating Regulations. Such supplementary Cardholder information includes, but is not limited to:
	Social Security Number (or any part thereof)
	Fingerprint
	Home or business address or telephone number
	Driver's license number
	Photocopy of a driver's license
	<ul> <li>Photocopy of the Visa Card or Visa Electron Card</li> </ul>
	Other credit cards
5.2.J.1.c	A Merchant may perform Address Verification Service (ZIP inquiry only) in a Face-To-Face Environment if all of the following apply:
	<ul> <li>The Merchant has been certified as Cardholder Information Security Program Level 1 compliant Merchant</li> </ul>
	<ul> <li>The Merchant has maintained a face-to-face fraud-related Chargeback rate below 0.02%<sup>1</sup></li> </ul>
	<ul> <li>The Acquirer has received written certification from Visa approving the use of Address Verification Service by its Merchant</li> </ul>
5.2.J.1.d	A Merchant that chooses to perform Address Verification Service, as specified in <i>Section 5.2.J.1.c</i> , may not require the Cardholder's ZIP code as a condition of honoring the Card.
5.2.J.1.e	The fact that a Merchant has obtained Authorization for the Transaction does not eliminate the Merchant's requirement to complete Cardholder identification procedures.
5.2.J.1.f	A Merchant that uses a Point-of-Transaction Terminal with Electronic Capability may accept a Cardholder's PIN. The PIN must be processed as specified in <b>all</b> of the following:
	PIN Management Requirements Documents
	EMV '96 Integrated Circuit Card Specifications for Payment Systems
	Visa Integrated Circuit Card Specifications

<sup>&</sup>lt;sup>1</sup> The face-to-face fraud-related Chargeback rate is the number of "Fraudulent Transaction—Card Present Environment" (Reason Code 81) Chargebacks received as a percentage of all face-to-face Transaction Receipts processed.

5.2.J.2 Uncertain Identification

5.2.J.2	Uncertain Identification
	If identification or the Card's validity is uncertain, the Merchant must contact its Acquirer for instructions. If the Acquirer instructs the Merchant to recover the Card, the Merchant must comply with <i>Section 5.2.L</i> .
5.2.J.3	Blank Signature Panel
5.2.J.3.a	If the signature panel on the Card is blank, in addition to requesting an Authorization, a Merchant must do <b>all</b> of the following:
	<ul> <li>Review positive identification bearing the Cardholder's signature (such as an unexpired passport or driver's license) to validate the Cardholder's identity</li> </ul>
	<ul> <li>Indicate the positive identification, including any serial number and expiration date, on the Transaction Receipt</li> </ul>
	<ul> <li>Require the Cardholder to sign the signature panel of the Card prior to completing the Transaction</li> </ul>
5.2.J.3.b	Visa considers a signature panel with the words "See I.D." or equivalent language to be blank.
5.2.J.3.c	The requirements of this section do not apply to Transactions resulting from the use of a Vehicle-Specific Fleet Card.
5.2.J.4	Missing Imprint or Expired Card
5.2.J.4.a	Unless a Merchant has obtained independent evidence of the Cardholder's identity and noted it on the Transaction Receipt, the Merchant must validate the Cardholder's identity, as specified in <i>Section 5.2.J.1</i> , if the:
	<ul> <li>Card cannot be imprinted on the Transaction Receipt or</li> </ul>
	Cardholder presents an Expired Card
5.2.J.4.b	This requirement does not apply to:
	<ul> <li>Transactions originating at Magnetic-Stripe Terminals that provide Transaction Receipts</li> </ul>
	Limited-Amount Terminal Transactions
	<ul> <li>Transactions under \$25 completed at a Point-of-Transaction Terminal with Contactless Payment capability</li> </ul>
	<ul> <li>Transactions completed with a Visa Micro Tag</li> </ul>
	Small Ticket Transactions
	No Signature Required Transactions
5.2.J.4.c	An Airline is deemed to have verified the Cardholder's identity if the address to which the ticket is mailed (indicated on the Issuer's file) matches that on the Address Verification Service file.

5.2.J.5	Key-Entered Transactions in a Face-To-Face Environment
5.2.J.5.a	A Merchant certified by Visa may validate the Card Verification Value 2 on the Card when the Magnetic Stripe on a Visa Card cannot be read. A Card Verification Value 2 result code "M" (fully matched) is considered an Imprint for the purposes of the "Fraudulent Transaction—Card-Present Environment" (Reason Code 81) Chargeback.
5.2.J.5.b	An Acquirer whose Merchant meets the following criteria may request certification from Visa for its Merchant:
	<ul> <li>Cardholder Information Security Program Level 1 compliant with a complete Report on Compliance filed with the Acquirer</li> </ul>
	<ul> <li>A face-to-face fraud-related Chargeback rate below 0.02%<sup>1</sup></li> </ul>
	<ul> <li>A key-entered Transaction rate below 3.5% of total Transactions</li> </ul>
5.2.J.5.c	Acquirers of qualified Merchants will receive written certification from Visa.
5.2.K	Authorizations
5.2.K.1	General
5.2.K.1.a	A Merchant must request Authorization for every Transaction, unless specified otherwise, prior to completing the Transaction.
5.2.K.1.b	The Authorization Request must be for the total amount of the Transaction, unless specified otherwise in <i>Section 5.2.K</i> .
5.2.K.1.c	The Merchant must <b>not</b> use an arbitrary or estimated amount to obtain Authorization, except as specifically permitted in the <i>Visa U.S.A. Inc. Operating Regulations</i> .
5.2.K.1.d	A Merchant must obtain Authorization on the Transaction Date unless the Merchant/ Transaction is one of the following:
	<ul> <li>Lodging Merchant, Cruise Line Merchant, or a Car Rental Company Transaction as specified in Section 5.2.K.3</li> </ul>
	<ul> <li>Mail/Phone Order Merchant or an Electronic Commerce Transaction as specified in Section 5.2.K.6</li> </ul>
	Automated Fuel Dispenser Transaction as specified in Section 5.2.K.14
	• Effective April 1, 2008, Aggregated Transaction as specified in Section 5.2.K.7
5.2.K.1.e	A Merchant must not add an estimated tip amount to the Authorization Request beyond the value of the goods provided, or services rendered, plus any applicable tax.

<sup>&</sup>lt;sup>1</sup> The face-to-face fraud-related Chargeback rate is the number of "Fraudulent Transaction—Card Present Environment" (Reason Code 81) Chargebacks received as a percentage of all face-to-face Transaction Receipts processed.

5.2.K.2 Visa Electron Transactions

	5.2.K.1.f	A Merchant must <b>not</b> use multiple Transaction Receipts to avoid making an Authorization Request for a single Transaction.
I	5.2.K.1.g	An Authorization Code must appear on the Transaction Receipt.
	5.2.K.2	Visa Electron Transactions
	5.2.K.2.a	An Authorization Request for a Visa Electron Transaction must originate at an ATM or Point-of-Transaction Terminal and include the entire unaltered contents of track 1 or track 2 of the Magnetic Stripe or Chip.
	5.2.K.2.b	A Point-of-Transaction Terminal that does not have Online capability regardless of whether the terminal is Chip-enabled, must <b>not</b> display the Visa Electron Symbol or Visa Brand Mark with the Electron Identifier.
	5.2.K.3	Lodging Merchant, Cruise Line Merchant, and Car Rental Company Transactions
		This section governs special Authorization procedures for Lodging Merchants, Cruise Line Merchants, and Car Rental Companies. If the Merchant chooses to use these procedures, at least the substance of these requirements must be included in the Merchant Agreement.
	5.2.K.3.a	A Lodging Merchant must estimate Transaction amounts for Authorization based on the following:
		<ul> <li>Cardholder's intended length of stay at check-in time</li> </ul>
		Room rate
		Applicable tax
		Service charge rates
		<ul> <li>Merchant's procedure for estimating additional ancillary charges</li> </ul>
		Other allowed charges, as specified in Section 5.2.M.4
		After completing the estimate, a Lodging Merchant must obtain an Authorization and include the date, amount, and Authorization Code on the Transaction Receipt.
	5.2.K.3.b	A Cruise Line Merchant may estimate Transaction amounts for Authorization as follows:
		<ul> <li>The Merchant must base the initial Authorization Request on the Cardholder's signed statement of intent to purchase goods or services aboard ship for a Cardholder-specified amount.</li> </ul>
		<ul> <li>The Merchant may obtain Authorization for additional amounts at any time on or between the Cardholder's embarkation date and disembarkation date, and must disclose any additional Authorizations to the Cardholder.</li> </ul>

5.2.K.3.c	A Car Rental Company must estimate Transaction amounts for Authorization based on the following:
	Cardholder's intended car rental period
	Rental rate
	Applicable tax
	Mileage rates
	Other allowed charges
	When the Cardholder waives insurance at the time of the rental, the estimated Transaction amount must <b>not</b> include charges that cover potential vehicle damages or the insurance deductible amount.
	After completing the estimate, a Car Rental Merchant must obtain Authorization and include the date, amount, and Authorization Code on the Transaction Receipt.
5.2.K.3.d	If Authorization is obtained for the estimated amount of a Car Rental Transaction, the Merchant must disclose the authorized amount to the Cardholder on the rental date.
	If the estimated Transaction exceeds the Floor Limit, obtain an Authorization and include the date, amount, and Authorization Code on the Transaction Receipt
5.2.K.3.e	The Merchant may obtain an Authorization for a <b>new</b> estimated Transaction amount and must include the date, amount, and Authorization Code on the Transaction Receipt if the Merchant subsequently estimates that based on the Cardholder's actual charges, the Transaction amount will exceed the previously authorized amount.
5.2.K.3.f	The Merchant may obtain and must record Authorizations for <b>additional</b> amounts above any amount already authorized any time:
	<ul> <li>On the check-in/embarkation date or the car rental pick-up date or</li> </ul>
	<ul> <li>Prior to the check-out/disembarkation date or rental return date</li> </ul>
5.2.K.3.g	The Merchant must record each additional Authorization, date, and amount.
5.2.K.3.h	The Merchant must obtain a final Authorization and include the date, amount, and Authorization Code on the Transaction Receipt if the actual amount exceeds the sum of the authorized amounts plus 15 percent.
5.2.K.3.i	A final or additional Authorization is not required if the Transaction amount does not exceed the sum of the authorized amounts plus 15 percent of the sum of the authorized amounts.
5.2.K.3.j	The provisions in Section 5.2.K.3 and Section 5.2.K.3.i do not apply if the last Authorization obtained was a Partial Authorization.

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5.2.K.4 Airline and Railway Transactions

5.2.K.4	Airline and Railway Transactions
	When a Cardholder purchases multiple Airline or railway tickets at the same time on the same Account Number, the Merchant may obtain Authorization for each ticket individually.
5.2.K.5	Suspicious Transactions
	If a Merchant is suspicious of a Transaction, the Merchant must:
	<ul> <li>Contact the Issuer at the telephone number listed in the Visa Interchange Directory using an In or Out WATS line, if available, or a collect call</li> </ul>
	<ul> <li>Ensure that its employees are familiar with "Code 10" procedures (available from Visa upon request)</li> </ul>
	Request a "Code 10" Authorization
	<ul> <li>If the Issuer is not available, process a normal Authorization Request</li> </ul>
5.2.K.6	Mail/Phone Order and Electronic Commerce Transactions
5.2.K.6.a	A Mail/Phone Order Merchant must attempt to obtain the Visa Card expiration date and forward it as part of the Authorization Request.
5.2.K.6.b	A Chip-initiated Electronic Commerce Transaction must be sent Online for Authorization.
5.2.K.6.c	An Electronic Commerce Merchant must attempt to obtain the Visa Card expiration date and forward it as part of the Authorization Request for Non-Secure and Non-Authenticated Security Transactions.
5.2.K.6.d	The Merchant must obtain Authorization for each Installment Billing Transaction. This option is only available for goods from Mail/Phone Order or Electronic Commerce Merchants, as specified in <i>Section 5.4.D</i> .
5.2.K.6.e	For goods to be shipped, a Mail/Phone Order or Electronic Commerce Merchant may obtain Authorization on any day up to 7 calendar days prior to the Transaction Date.
	<ul> <li>This Authorization is valid if the Transaction amount is within 15 percent of the authorized amount, provided that the additional amount represents shipping costs.</li> </ul>
	This provision does not apply if the last Authorization obtained was a Partial Authorization.
	<ul> <li>The shipment date is considered to be the Transaction Date.</li> </ul>
5.2.K.7	Aggregated Transactions (Effective April 1, 2008)
5.2.K.7.a	A Merchant assigned one of the Merchant Category Codes monitored in the High- Risk Chargeback Monitoring Program specified in <i>Section 2.2.G</i> must <b>not</b> aggregate Transactions.

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5.2.K.7.b	An Electronic Commerce Merchant, including an Internet Payment Service Provider, that aggregates Transactions must do all of the following:
	<ul> <li>Obtain an Authorization of no more than \$15 at the start of each aggregation session</li> </ul>
	Complete the aggregation session within 3 calendar days
	<ul> <li>Aggregate Transactions from a single Merchant Outlet in each aggregation session</li> </ul>
	Support Partial Authorization
	Submit a Sales Draft for the actual purchase amount
	At the check-out screen, inform the Cardholder of all of the following:
	- That Transactions are aggregated
	<ul> <li>The terms of aggregation, including the maximum number of calendar days, aggregated Transaction value, and that the Issuer may hold available funds up to \$15 for 3 calendar days</li> </ul>
	- How details of Aggregated Transactions can be obtained
	<ul> <li>Provide a Transaction Receipt, via e-mail, that captures the details of individual purchases during the aggregation session as follows:</li> </ul>
	- Goods or services purchased
	- Amount and date of each individual purchase
	- Total Transaction Amount charged
	<ul> <li>Transaction Date (for Aggregated Transactions, the Transaction Date is the date the Merchant submits the Sales Draft to its Acquirer)</li> </ul>
	<ul> <li>If requested, provide Cardholder purchase history for 120 calendar days after purchase</li> </ul>
5.2.K.8 1	Fransactions At Merchant Outlets Accepting Tips
5.2.K.8.a	Except as specified otherwise in <i>Section 5.2.K.8.b</i> , an Authorization obtained by a Merchant for a Transaction amount that is equal to the Authorization amount plus or minus 20 percent is valid if the Transaction originates at a Merchant Outlet assigned one of the following Merchant Category Codes:
	• Restaurants (5812, 5814)
	<ul> <li>Taxicabs and Limousines (4121)</li> </ul>
	Bars and Taverns (5813)
	Beauty and Barber Shops (7230)
	<ul> <li>Health and Beauty Spas (7298)</li> </ul>
5.2.K.8.b	An Authorization obtained by a Merchant that accepts Partial Authorizations is valid only for the Transaction amount that is equal to the amount approved in the Partial Authorization Response.

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5.2.K.9 Partial Authorizations

5.2.K.9	Partial Authorizations
	Except as specified in Section 5.2.L.18.e, a Merchant accepting Partial Authorizations must support Partial Authorization for all Visa Card types and must:
	<ul> <li>Include the Partial Authorization indicator in the Authorization Request message, as specified in the appropriate V.I.P. System User's Manual</li> </ul>
	<ul> <li>Submit an Authorization reversal if the Cardholder elects not to complete the purchase</li> </ul>
	<ul> <li>Submit a Clearing Transaction for no more than the amount approved in the Partial Authorization Response.</li> </ul>
5.2.K.10	Authorization Reversals
	An Acquirer that receives an Authorization Reversal from a T&E Merchant must accept and forward the Reversal to Visa.
5.2.K.11	Preauthorized Transaction Authorization Requests
5.2.K.11.a	Except as specified in <i>Section 5.2.K.12</i> , a Preauthorized Transaction that receives a Decline Response may be resubmitted for Authorization up to four times within 16 calendar days from the date of the original Decline Response, in an attempt to receive approval, if the Decline Response is one of the following:
	<ul> <li>Authorization declined (Response Code "05")</li> </ul>
	<ul> <li>Insufficient funds (Response code "51")</li> </ul>
	<ul> <li>Exceeds approval amount limit (Response code "61")</li> </ul>
	<ul> <li>Exceeds withdrawal frequency limit (Response code "65")</li> </ul>
5.2.K.11.b	If an Approval Response is not received within the time frame specified in <i>Section 5.2.K.11.a</i> , the Merchant must not deposit the Transaction.
5.2.K.12	Preauthorized Payment Cancellation Service Decline Response
5.2.K.12.a	A Merchant must not resubmit an Authorization Request for a Preauthorized Transaction if it had received a Decline Response Reason Code of "R0" (stop payment order).
5.2.K.12.b	If a Merchant receives a Decline Response of "R1" (revocation of authorization) or "R3" (revocation of all authorizations) for a Preauthorized Transaction, the Merchant must:
	Not resubmit the Authorization Request
	<ul> <li>Not submit an Authorization Request or deposit a Transaction Receipt for any future Transaction unless:</li> </ul>
	- Instructed otherwise by the Cardholder and
	<ul> <li>Merchant verifies with the Cardholder that the Cardholder has cancelled the revocation of authorization with the Issuer</li> </ul>
5.2.K.13	Deferred Payment Transactions
5.2.K.13.a	The Merchant may use the Status Check Procedure for a Deferred Payment Transaction, to serve only as account verification, at the time an order is placed.

5.2.K.13.b	The Merchant must:		
	<ul> <li>Request Authorization for a Deferred Payment Transaction on the date the Cardholder is billed, which must be no later than 90 days from the initial shipment date</li> </ul>		
	<ul> <li>Include disclosure of the deferred payment process, including the exact date of the billing, with the initial shipment to the Cardholder</li> </ul>		
5.2.K.13.c	The billing date is considered to be the Transaction Date.		
5.2.K.14	Automated Fuel Dispenser Transactions		
	An Automated Fuel Dispenser Merchant must comply with either the Automated Fuel Dispenser Transaction requirements specified in <i>Section 5.2.K.14</i> or <b>effective October 4, 2008</b> , the Real-Time Clearing Transaction requirements specified in <i>Section 5.2.K.15</i> .		
5.2.K.14.a	An Automated Fuel Dispenser Merchant must:		
	<ul> <li>Obtain an Authorization for the exact amount of the Transaction or</li> </ul>		
	Use the Status Check Procedure or		
	<ul> <li>For an Online Check Card Transaction, obtain an Authorization for an amount based on the estimated Transaction amount, not to exceed \$50</li> </ul>		
5.2.K.14.b	The Merchant may use the Status Check Procedure if the Transaction amount is as follows:		
	<ul> <li>For a Visa Fleet Card Transaction, not more than \$150</li> </ul>		
	<ul> <li>For all other Cards, not more than \$75</li> </ul>		
	An Automated Fuel Dispenser Merchant may request a Cardholder's ZIP code and perform an Address Verification Service inquiry for its Automated Fuel Dispenser Transactions.		
5.2.K.14.c	A Merchant that participates in the Partial Authorization service must:		
	<ul> <li>Include the Partial Authorization indicator in the Status Check message, as specified in the appropriate V.I.P. System User's Manual</li> </ul>		
	<ul> <li>Be able to set the Automated Fuel Dispenser terminal to only dispense fuel up to whichever is lower:</li> </ul>		
	- The amount approved in the Partial Authorization Response by the Issuer or		
	<ul> <li>The Status Check approval amount allowed by the appropriate Card type as specified in Section 4.2.N.7</li> </ul>		
	Submit an Authorization reversal for either:		
	<ul> <li>The difference between the amount approved in the Partial Authorization Response and the final Transaction amount of the Cardholder's purchase or</li> </ul>		
	<ul> <li>The full amount of the Partial Authorization Response if the Cardholder does not continue with the Transaction</li> </ul>		
	Submit a Clearing Transaction only for the amount of fuel dispensed and approved.		

5.2.K.15 Real-Time Clearing Transactions (Effective October 4, 2008)

5.2.K.15	Real-Time Clearing Transactions (Effective October 4, 2008)	
	An Automated Fuel Dispenser Merchant that chooses to use Real-Time Clearing must comply with the requirements in this section.	
5.2.K.15.a	Merchant Requirements	
	An Automated Fuel Dispenser Merchant (Merchant Category Code 5542) that chooses to participate in Real-Time Clearing must do all of the following:	
	Use the Single Message System	
	Support Partial Authorization Responses	
	<ul> <li>Send a preauthorization request for an estimated amount, not to exceed \$500, based on the Merchant's good faith estimate of the final Transaction amount taking into account among other factors typical spending patterns at the Merchant location</li> </ul>	
	• Send the Completion Message with the final Transaction amount to the Issuer within X of the preauthorization request. The Transaction amount in the Completion Message must be for an amount equal to or less than the authorized amount, including partial approvals, and must be properly identified as specified in <i>Section 5.2.K.15.b.</i>	
5.2.K.15.b	Transaction Processing Requirements	
	A Real-Time Clearing Transaction must:	
	<ul> <li>Be processed through the Single Message System</li> </ul>	
	<ul> <li>Properly identify the preauthorization time limit in Field 63.2 of the Authorization message, as specified in the VisaNet User's Manual</li> </ul>	
5.2.K.15.c	Interchange Reimbursement Fee	
	Any applicable Interchange Reimbursement Fee may apply to a Real-Time Clearing Transaction, as specified in <i>Section 4.9.D.2.b</i> .	
5.2.K.16	Store and Forward Transactions	
5.2.K.16.a	A Merchant or Acquirer must attempt to obtain Authorization for a Store and Forward Transaction as soon as its link to the Single Message System is re-established.	
5.2.K.16.b	A Store and Forward Transaction that receives a Decline Response to an Authorization Request may be resubmitted if the Decline Response is one of the following:	
	<ul> <li>Insufficient funds (Response code "51")</li> </ul>	
	<ul> <li>Exceeds approval amount limit (Response code "61")</li> </ul>	
	<ul> <li>Exceeds withdrawal frequency limit (Response code "65")</li> </ul>	

5.2.K.16.c Transactions resubmitted as specified in Section 5.2.K.16.b:

- Must **not** contain the PIN or the full contents of any track on the magnetic stripe or equivalent data from the Contactless Payment chip
- May be resubmitted once each day for up to 9 calendar days after the original Transaction Date until an Approval Response is obtained.

# 5.2.L Card Recovery

A Merchant should attempt to recover a Visa Card or Visa Electron Card by reasonable, peaceful means and not complete a Transaction for any of the following reasons:

- Printed four digits below the embossed or printed Account Number do not match the first four digits of the Account Number
- Acquirer or its Authorizing Member requests its retention
- Merchant has reasonable grounds to believe that the Visa Card or Visa Electron Card is counterfeit, fraudulent, or stolen

# 5.2.M Transaction Receipt Completion

This section applies to both electronically and manually produced Transaction Receipts.

5.2.M.1	Transaction Receipt Information	
5.2.M.1.a	A Transaction Receipt, if required or requested by the Cardholder, must legibly contain the information specified in <i>Section 4.10</i> and <i>Electronic and Manual Transaction Receipts (Exhibit S)</i> .	
5.2.M.1.b	A Merchant must enter the following information on the Transaction Receipt:	
	<ul> <li>Brief description of the goods or services sold and</li> </ul>	
	<ul> <li>Currency symbol or words denoting Transaction Currency as part of the Transaction amount</li> </ul>	
5.2.M.1.c	If a currency symbol or identification is not included on the Transaction Receipt, the Transaction Currency defaults to the local currency of the country where the Transaction occurred.	
5.2.M.1.d	If the encoded Account Number on a Visa Card cannot be read from the Magnetic Stripe, the Merchant must follow normal Authorization procedures and complete th Transaction using a Manual Imprinter, unless the Merchant qualifies to use the Car Verification Value 2 result code as a substitute for a Manual Imprint, as specified ir <i>Section 5.2.J.5</i> .	
5.2.M.1.e	For Chip-initiated Transactions, the Magnetic Stripe may be read only if the Chip is <b>not</b> EMV- or VIS-Compliant, or the Chip or Chip-Reading Device is inoperable.	

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5.2.M.2 Cardholder Signature

5.2.M.1.f	If the encoded Account Number on a Visa Electron Card cannot be read from the Magnetic Stripe, the Merchant must request another means of payment.	
5.2.M.1.g	The Merchant must notify its Acquirer when it changes the information on its Merchant plate.	
5.2.M.1.h	The Transaction Receipt must include <b>all</b> of the following:	
	Transaction Date	
	<ul> <li>Brief description of the goods or services sold, returned, or cancelled</li> </ul>	
	<ul> <li>Price of the goods or services, including applicable taxes, or amount of adjustment or credit</li> </ul>	
	<ul> <li>Imprint of the embossed legends from the Card and Merchant plate. If the legends cannot be imprinted, the Merchant must include at least the Cardholder name or generic consumer identifier, if one is printed or embossed on the Card, and Account Number, Merchant name, and place of business.</li> </ul>	
5.2.M.1.i	If the Transaction is from a U.S. embassy or consulate on foreign territory, the currency used to complete the Transaction must be disclosed on the Transaction Receipt.	
5.2.M.1.j	For a Dynamic Currency Conversion Transaction, the Transaction Receipt must include the disclosures and Transaction-related information specified in <i>Section 5.4.N.</i>	
5.2.M.2	Cardholder Signature	
	A Merchant must <b>not</b> require the Cardholder to sign a Transaction Receipt until the final Transaction amount is entered on the Transaction Receipt.	
5.2.M.3	Multiple Transaction Receipts and Partial Payments	
5.2.M.3.a	A Merchant must include the total amount of goods and services purchased at the same time on a single Transaction Receipt. A Transaction must <b>not</b> be divided by using two or more Transaction Receipts.	
5.2.M.3.b	The only exceptions to this requirement are:	
	<ul> <li>Purchases in separate departments of a multiple-department store</li> </ul>	
	<ul> <li>Individual Airline, passenger railway, or Cruise Line tickets issued to each passenger if required by carrier policy</li> </ul>	
	<ul> <li>Partial amount paid by the Cardholder in cash, check, or both at the time of sale</li> </ul>	
	<ul> <li>Delayed Delivery Transaction, as specified in Section 5.4.E</li> </ul>	
	• T&E Advance Deposit Transaction, as specified in Section 5.4.R	
	<ul> <li>Installment Billing Transactions by a Mail/Phone Order or Electronic Commerce Merchant, as specified in Section 5.4.D</li> </ul>	

5.2.M.4	Delayed or Amended Charges	
	A Merchant may process delayed or amended charges if the Cardholder has consented to be liable for delayed or amended charges for a T&E Transaction. All delayed or amended charges must be processed to the Cardholder's account within 90 calendar days of either:	
	Check-out, disembarkation, or car return date or	
	• For a parking ticket or traffic violation, date of notification to the Merchant by the civil authority	
5.2.M.4.a	These charges may include costs for room, food or beverage charges, taxes, mileage charges, fuel, insurance, rental fees, parking tickets and other traffic violations, and must <b>not</b> include charges for loss, theft, or damage.	
5.2.M.4.b	If the charge is for a parking ticket or traffic violation:	
	• Incident must have occurred while the Cardholder was in possession of the vehicle.	
	<ul> <li>Merchant must support the charge with documentation from the appropriate civil authority, including the license number of the rental vehicle, date, time, and location of the violation, statute violated, and amount of the penalty.</li> </ul>	
5.2.M.4.c	If a T&E Express Service Transaction involves Dynamic Currency Conversion, a Merchant must process delayed or amended charges at the same currency conversion rate as the original Dynamic Currency Conversion Transaction.	
5.2.M.4.d	The Merchant may deposit the Transaction Receipt without a Cardholder signature if the Merchant has the Cardholder signature on file and:	
	<ul> <li>Includes the words "Signature on File" on the signature line and</li> </ul>	
	Sends a copy to the Cardholder at the address shown on the rental contract or folio	
5.2.M.5	Other Transactions	

A Merchant must write the following letters or words on the signature line of the Transaction Receipt:

 Table 5-3:
 Transaction Receipt Completion

Transaction Type	Signature Line Printing
Telephone Order	ТО
Mail Order	МО
No Show	NO SHOW
T&E Advance Deposit	ADVANCE DEPOSIT
Priority Check-out	PRIORITY CHECK-OUT
Recurring	RECURRING TRANSACTION
Advance Payment Service	ADVANCE PAYMENT

#### Chapter 5: Card & Cheque Acceptance

5.2.N Transaction Receipt Delivery to Cardholder

# 5.2.N Transaction Receipt Delivery to Cardholder

#### 5.2.N.1 Transaction Receipts

5.2.N.1.a	A Merchant must provide a completed copy of the Transaction Receipt to the Cardholder as follows:
	<ul> <li>At the time that the purchased goods are delivered or services are performed, except for any of the following:</li> </ul>
	<ul> <li>A Transaction under \$25 completed at a Point-of-Transaction Terminal with Contactless Payment capability</li> </ul>
	- A Small Ticket Transaction
	- A No Signature Required Transaction
	- A T&E Express Service Transaction involving Dynamic Currency Conversion
	<ul> <li>At the time of billing, for a Deferred Payment Transaction</li> </ul>
	<ul> <li>Upon Cardholder request for a Transaction under \$25 completed at a Point-of- Transaction Terminal with Contactless Payment capability</li> </ul>
	<ul> <li>Upon Cardholder request, for a Small Ticket Transaction or a No Signature Required Transaction</li> </ul>
	<ul> <li>At the time of the Transaction, for a Transaction completed at a Point-of- Transaction Terminal</li> </ul>
5.2.N.1.b	The Merchant must provide a completed copy of a Credit Transaction Receipt at the time of the Transaction.
5.2.N.1.c	If a T&E Express Service Transaction involves Dynamic Currency Conversion, a Lodging Merchant or Car Rental Company must send the Cardholder a copy of the Transaction Receipt through the postal service within 3 business days, as specified in <i>Section 5.4.N</i> , <i>Table 5-7</i> .
5.2.N.2	Amended Transaction Receipts
	A Lodging Merchant, Cruise Line Merchant, or Car Rental Company must send the Cardholder a copy of any amended or additional charges added to a Transaction

5.2.0 Transaction Receipt Deposit

Receipt.

This section specifies Merchant requirements for depositing Transaction Receipts. Data requirements for Transaction Receipt Deposits and processing appear in *VisaNet Clearing Message Content Standards (Exhibit NN)*.

#### 5.2.0.1 Deposit Requirements and Restrictions

- **5.2.0.1.a** Except as permitted in *Section 5.2.0.1.b*, a Merchant must deposit only Transaction Receipts that directly result from Cardholder Transactions with that Merchant.
- 5.2.0.1.b An Internet Payment Service Provider may deposit Transaction Receipts on behalf of a Sponsored Merchant, as specified in *Section 4.2.E*.

5.2.O.1.c	A Merchant must <b>not</b> deposit a Transaction Receipt until it does one of the following:		
	Completes the Transaction		
	<ul> <li>Ships or provides the goods, except as specified in Section 5.2.0.1.e and Section 5.4.E</li> </ul>		
	Performs the purchased service		
	<ul> <li>Obtains the Cardholder's consent for a Recurring Transaction</li> </ul>		
5.2.O.1.d	An Acquirer must incorporate the following requirements into all Merchant Agreements:		
	<ul> <li>A Merchant must <b>not</b> deposit a Transaction Receipt that it knows or should have known to be either fraudulent or <b>not</b> authorized by the Cardholder.</li> </ul>		
	<ul> <li>The Merchant is responsible for its employees' actions while in its employ.</li> </ul>		
5.2.O.1.e	The Merchant may deposit a prepayment, within the time limits specified in <i>Section 5.2.0.2</i> , if the Merchant advises the Cardholder of the immediate billing at the time of the Transaction, for:		
	<ul> <li>Prepayment of services, excluding estimates for services to be provided, and</li> </ul>		
	<ul> <li>Full prepayment of custom-ordered merchandise, manufactured to the Cardholder's specifications</li> </ul>		
	For prepayment of services, the Transaction Date is considered to be the date of Cardholder prepayment.		
5.2.0.1.f	An Advance Payment Service Merchant may deposit a Transaction Receipt representing a partial or complete advance payment, as specified in <i>Section 5.4.U</i> .		
5.2.O.1.g	A Merchant with multiple Merchant Outlets must ensure that the Acquirer is able to:		
	<ul> <li>Identify the location of each Transaction on the Transaction Receipt and</li> </ul>		
	<ul> <li>Include this identification in the Clearing Record</li> </ul>		
5.2.0.2	Deposit Time Limits		
5.2.O.2.a	A Merchant must deposit Visa Transaction Receipts to its Acquirer or designated Agent within 5 calendar days <sup>1</sup> of the Transaction Date, except as specified in <i>Section 5.2.O.2.b</i> and <i>Section 5.2.O.2.c</i> .		
5.2.O.2.b	A Merchant must deposit Transaction Receipts for Delayed Delivery Transactions within 5 calendar days of the date of both the Deposit and final payment.		
5.2.O.2.c	A Merchant with multiple Merchant Outlets must deposit Transaction Receipts as follows:		
	<ul> <li>Transaction Receipts, within 20 calendar days of the Transaction Date</li> </ul>		
	<ul> <li>Credit Transaction Receipts, within 9 calendar days of the Transaction Date, if accumulated at a central office or facility</li> </ul>		

<sup>&</sup>lt;sup>1</sup> Each time period specified in *Section 5.2.0.2* includes the Transaction Date and the receipt date.

5.2.O.3 Payment to Merchants

5.2.O.2.d	Section 5.2.O.2.c applies to the following Merchant types:
	<ul> <li>Transportation companies subject to federal or foreign regulations</li> </ul>
	Oil companies
	Car Rental Companies
	<ul> <li>Hotels, motels, and restaurant chains</li> </ul>
	<ul> <li>Other Merchant categories specified by the Board</li> </ul>
5.2.O.2.e	Visa U.S.A. may extend the maximum time for delivery.
5.2.0.3	Payment to Merchants
5.2.0.3.a	An Acquirer must directly pay or credit its Merchant's account promptly after Transaction Receipt Deposit.
5.2.O.3.b	The Acquirer must <b>not</b> waive, release, abrogate, or otherwise assign to a nonmember its obligation to guarantee and ensure payment for all Transactions in which the Merchant honored a valid Visa Card or Visa Electron Card properly presented for payment.
5.2.0.3.c	An Acquirer holding funds as security to ensure proper Merchant performance must hold the funds in an account in the Merchant's name.
5.2.P	Credit Refunds
5.2.P.1	Restrictions
	A Merchant must <b>not</b> :

### Accept payment from a Cardholder for the purpose of depositing funds to the Cardholder's account. The loading of value to a Visa Prepaid Card that has been designated for participation in Visa ReadyLink by the Issuer is excluded from this restriction

- Process a Credit Transaction Receipt without having completed a previous retail Transaction with the same Cardholder, except as specified in *Section 5.2.Q*
- 5.2.P.2 Credit Transaction Receipt
- **5.2.P.2.a** A Merchant may, at its discretion, prepare a Credit Transaction Receipt when a valid Transaction Receipt was previously processed and the Cardholder either cancelled the Transaction later or returned the goods.
- 5.2.P.2.b The Merchant then must prepare a Credit Transaction Receipt that:
  - Includes the Credit Transaction Receipt date
  - Describes the merchandise returned, services cancelled, or adjustment made
  - Identifies the original Transaction

# 5.2.Q Returned Merchandise, Cancellation, and Adjustments

#### 5.2.Q.1 Merchant Responsibilities

**5.2.Q.1.a** A Merchant must provide a credit refund or price adjustment by delivering a Credit Transaction Receipt to the Member that received the related Transaction Receipt representing the original purchase. The only exception is an Airline or other carrier, if required by law or applicable tariff.

#### 5.2.Q.1.b The Merchant may provide the following alternate forms of credit:

- Cash refund to the Cardholder, for a Small Ticket Transaction
- Cash refund to the Cardholder, for a No Signature Required Transaction
- Cash refund, Credit Transaction Receipt, or other appropriate form of credit to the recipient of a gift purchased as a Mail/Phone Order Transaction, instead of to the Cardholder
- Cash refund or in-store credit for a Visa Prepaid Card Transaction if the Cardholder states that the Visa Prepaid Card has been discarded.

#### 5.2.Q.1.c The refund or adjustment must **not** exceed the original Transaction amount.

# **5.2.Q.1.d** The Merchant may limit its acceptance of returned merchandise **or** establish a policy to make price adjustments, if the Merchant:

- Makes proper disclosure, as specified in Section 5.2.Q.2 and
- In a Face-to-Face Environment, delivers the purchased goods or services to the Cardholder at the time of the Transaction

#### 5.2.Q.2 Refund Policy Disclosure

5.2.Q.2.a The following words or similar wording must be legibly printed on all copies of the Transaction Receipt or invoice, in letters approximately 0.25 inches high, near the Cardholder signature area:

Table 5-4:	Examples of Proper	Refund Policy Disclosure on	Transaction Receipt
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Transaction Receipt Wording	For the Following Types of Refund Policy:
"No Refund"	Merchant that does not: • Accept merchandise in return or exchange • Issue a refund to a Cardholder
"Exchange Only"	Merchant that only accepts merchandise in immediate exchange for similar merchandise of price <b>equal</b> to the original Transaction amount.
"In-Store Credit Only"	<ul> <li>Merchant that only accepts merchandise in return and delivers an in-store credit that:</li> <li>Equals the value of the returned merchandise</li> <li>Must be used at the Merchant's place of business</li> </ul>
Note: Absence of the abo not been provided.	ve wording does not necessarily mean that proper disclosure has

5.2.Q.3 Refund Policy Disclosure—Mail Order Merchant

5.2.Q.2.b	Proper disclosure must <b>not</b> include a statement that waives a Cardholder's right to dispute the Transaction with the Issuer. (See <i>Section 5.2.B.6.b.</i> )
5.2.Q.3	Refund Policy Disclosure—Mail Order Merchant
	A mail order Merchant must include disclosure of its refund policy on the Order Form, invoice, or contract, as specified in <i>Section 5.2.Q.2</i> .
5.2.Q.4	Refund Policy Disclosure—Electronic Commerce Merchant
5.2.Q.4.a	An Electronic Commerce Merchant Web Site must communicate its refund policy to the Cardholder during the order process and require the Cardholder to select a "click to accept" or other affirmative button to acknowledge the policy.
5.2.Q.4.b	The terms and conditions of the purchase must be displayed:
	<ul> <li>On the same screen view as the checkout screen used to present the total purchase amount or</li> </ul>
	<ul> <li>Within the sequence of Web pages the Cardholder accesses during the checkout process</li> </ul>
5.2.Q.5	Special Circumstances
5.2.Q.5.a	A Merchant may, with Cardholder approval and if permitted by local law, identify terms for special circumstances (such as late delivery, delivery charges).
5.2.Q.5.b	The Merchant must print any special terms on the Transaction Receipt.

# 5.3 Electronic Commerce

# 5.3.A General Requirements

- A Member that participates in Visa Secure Electronic Commerce must comply with the participation requirements specified in *Section 3.13.A* and *Section 4.7*.
- Members must refer to the *Visa International Operating Regulations* for requirements related to online gambling Merchants.

# 5.3.B Authorization and Clearing Requirements

### 5.3.B.1 All Transactions

An Electronic Commerce Transaction must be identified in both the Authorization Request and Clearing Record with the appropriate Electronic Commerce Transaction indicator values, as specified in the following exhibits:

- VisaNet Clearing Message Content Standards (Exhibit NN)
- Required Data for Authorization Requests and Responses (Exhibit OO)

#### 5.3.B.2 Authentication Requests

- **5.3.B.2.a** A Merchant must **not** submit an Authorization Request for an Electronic Commerce Transaction that failed a 3-D Secure Authentication Request.
- **5.3.B.2.b** In an Authorization Request, a Merchant must **not** transmit Authentication Data specific to one Transaction with another Transaction, except in the following cases:
  - Two Transactions are related due to delayed delivery or
  - All items of an order cannot be shipped at the same time
- **5.3.B.2.c** The original Authentication Data may be used if a subsequent Authorization Request is initiated as a result of a delayed delivery or split shipment, as specified in *Section 5.3.B.2.b.* The original Authentication Data is valid for up to 90 calendar days from the date it was first received.

#### 5.3.B.3 Recurring Transactions

If the Order Form is provided to the Merchant in an electronic format, the initial Transaction must be processed with the appropriate Electronic Commerce Transaction indicator values, as specified in *Section 5.3.B.1*.

Subsequent Recurring Transactions must be processed as Recurring Transactions, as specified in *Section 5.4.F* and *VisaNet Clearing Message Content Standards (Exhibit NN).* 

#### 5.3.B.4 Merchant Outlet Country

Data indicating a Merchant Outlet's country must be transmitted in the Clearing Record of an Electronic Commerce Transaction, as specified in *VisaNet Clearing Message Content Standards (Exhibit NN)*.

5.3.C Merchant Web Site Requirements

# 5.3.C Merchant Web Site Requirements

#### 5.3.C.1 Web Site Information

A Web Site operated by a Merchant, Sponsored Merchant, or Internet Payment Service Provider must contain **all** of the following information:

- Complete description of the goods or services offered
- Returned merchandise and refund policy, as specified in Section 5.2.Q.4
- Customer service contact, including Electronic Mail Address and /or telephone number
- Transaction currency (e.g., U.S. dollars, Canadian dollars)
- Export or legal restrictions (if known)
- Delivery policy
- The address of the Merchant Outlet's Permanent Establishment, including the Merchant Outlet country<sup>1</sup>:
  - On the same screen view as the checkout screen used to present the total purchase amount **or**
  - Within the sequence of Web pages the Cardholder accesses during the checkout process
- Consumer data privacy policy
- · Security method for the transmission of payment data

#### 5.3.C.2 Display of Marks

5.3.C.2.a

A Web Site operated by a Merchant, Sponsored Merchant, or Internet Payment Service Provider must display the Visa-Owned Marks as specified in *Section 5.2.A.3*.

# A 3-D Secure-capable Electronic Commerce Merchant that displays the Verified by Visa Mark, as specified in *Section 5.2.A.2.a*, must **not** use the Mark:

- · In a way that implies endorsement of any other product or service
- As an Acceptance Mark in any application

#### 5.3.C.3 Internet Payment Service Provider Customer Support

An Internet Payment Service Provider:

- Must provide customer service through its Web Site if the Cardholder accesses the Internet Payment Service Provider's Web Site directly
- May provider customer service either:
  - Directly
  - Through its Sponsored Merchants

<sup>&</sup>lt;sup>1</sup> The country code for this country must be transmitted in the Clearing Record, as specified in *VisaNet Clearing Message Content Standards (Exhibit NN)*.

# 5.3.D Transaction Receipt Data Requirements

#### 5.3.D.1 General

In addition to the requirements specified in *Electronic and Manual Transaction Receipts (Exhibit S)*, a Transaction Receipt completed for an Electronic Commerce Transaction must include:

- Merchant name most recognizable to the Cardholder, such as:
  - Merchant "doing business as" name (DBA)
  - Merchant "universal resource locator" (URL)
  - Merchant name used in the VisaNet Clearing Record
- Customer service contact, including telephone number. If a Merchant delivers goods or services internationally, both local and internationally accessible telephone numbers must be included.
- Terms and conditions of sale, if restricted
- Exact date free trial period ends, if offered
- Cancellation policies

#### 5.3.D.2 Internet Payment Service Providers

- 5.3.D.2.a For a Transaction Receipt completed by an Internet Payment Services Provider, if the Cardholder accesses a Sponsored Merchant's Web Site and is then linked to the Internet Payment Service Provider Web Site for payment, the Internet Payment Service Provider Name must appear on the Transaction Receipt in conjunction with the Sponsored Merchant's name.
- 5.3.D.2.b The Internet Payment Service Provider name may appear alone on the Transaction Receipt if both the:
  - · Cardholder accesses the Internet Payment Service Provider Web Site directly
  - Internet Payment Service Provider name is visible to the Cardholder during the selection, order, and payment processing services
- 5.3.D.2.c If the Internet Payment Service Provider name appears alone on the Transaction Receipt as specified in *Section 5.3.D.2.b*, Visa may require that the Sponsored Merchant name be included on the Transaction Receipt if the Internet Payment Service Provider or its Sponsored Merchants cause undue economic hardship to the Visa system, including, but not limited to:
  - Qualifying for the Global Merchant Chargeback Monitoring Program or the Merchant Chargeback Monitoring Program
  - Generating excessive Copy Requests

5.3.D.3 High-Risk Internet Payment Service Provider

5.3.D.3	High-Risk Internet Payment Service Provider
5.3.D.3.a	For a Transaction Receipt completed by a High-Risk Internet Payment Service Provider:
	<ul> <li>The High-Risk Internet Payment Service Provider name must appear in conjunction with the High-Risk Sponsored Merchant's name</li> </ul>
	<ul> <li>Data format specifications are detailed in VisaNet Clearing Message Content Standards (Exhibit NN) and Section 7.2, "Direct Marketing or High-Risk Internet Service Providers," of the Visa U.S.A. Merchant Data Manual</li> </ul>
5.3.D.3.b	The payment provider information specified below must be included:
	On the Web Site checkout screen used to present the total purchase amount or
	<ul> <li>Within the sequence of pages the Cardholder accesses during the checkout process</li> </ul>
	[High-Risk Internet Payment Service Provider name] is a designated payment processor for [High-Risk Sponsored Merchant name]. [High-Risk Internet Payment Service Provider name*Sponsored Merchant name] will appear on your Cardholder statement.
5.3.D.4	Delivery to Cardholder
5.3.D.4.a	A Merchant must provide a completed copy of the Transaction Receipt to the Cardholder, as specified in <i>Section 5.2.N</i> . An Electronic Commerce Merchant may deliver the Transaction Receipt in either of the following formats:
	Electronic (e.g., e-mail or fax)
	Paper (e.g., hand-written or terminal-generated)
5.3.D.4.b	An Electronic Commerce Merchant must <b>not</b> transmit the Account Number to the Cardholder.

# 5.4 Special Merchant Card Acceptance Services

# 5.4.A Quasi-Cash Transactions

#### 5.4.A.1 Definition

- A Quasi-Cash Transaction is a Transaction representing a Merchant's sale of items 5.4.A.1.a that are directly convertible to cash, such as: Casino gaming chips Money orders Deposits Wire Transfer Money Orders • Effective through May 14, 2008, travelers cheques (if not processed as a Cash Disbursement) • Effective May 15, 2008, travelers cheques Visa TravelMoney Cards<sup>1</sup> Effective through May 14, 2008, Foreign Currency (if not processed as a Cash) Disbursement) • Effective May 15, 2008, Foreign Currency Any additional Transaction approved by Visa U.S.A. Effective through May 14, 2008, a Quasi-Cash Transaction must be processed 5.4.A.1.b through VisaNet as a purchase. Effective May 15, 2008<sup>2</sup>, a Quasi-Cash Transaction must be processed through 5.4.A.1.c VisaNet as a purchase, except as specified in Section 5.4.A.2.b.
- 5.4.A.1.d A Merchant must **not** accept a Visa Electron Card for a Quasi-Cash Transaction.

<sup>&</sup>lt;sup>1</sup> Members that previously processed Cash Disbursements to represent the sale of Visa TravelMoney Cards must comply with this requirement **effective November 15, 2009**.

<sup>&</sup>lt;sup>2</sup> Merchants that previously processed Cash Disbursements to represent the sale of travelers cheques, Visa TravelMoney Cards, or Foreign Currency, must comply with this requirement effective November 15, 2009.

5.4.A.2 Processing

	5.4.A.2	Processing
	5.4.A.2.a	<b>Effective through May 14, 2008</b> , a Merchant must process a sale of travelers cheques, Visa TravelMoney Cards, or Foreign Currency as a Quasi-Cash Transaction if it is not processed as a Cash Disbursement.
5.4.A.2.b	5.4.A.2.b	Effective May 15, 2008 through November 14, 2009, a Merchant that previously processed the sale of travelers cheques, Visa TravelMoney Cards, or Foreign Currency as Cash Disbursement may process such Transactions as either:
		A Quasi-Cash Transaction or
		A Cash Disbursement Transaction
	5.4.A.2.c	Effective November 15, 2009, no Merchant may process a Quasi-Cash Transaction as a Cash Disbursement.
	5.4.A.2.d	A Member may process the sale of Visa Travelers Cheques or Foreign Currency as either a Quasi-Cash Transaction (purchase) or as Cash Disbursement, as specified in <i>Section 4.6.A.5</i> .
5.4.A	5.4.A.2.e	A Quasi-Cash Transaction that occurs in a Face-to-Face Environment must be authorized using a Magnetic-Stripe and Account-Number-Verifying Terminal, as specified in Chapter 2, " <i>Risk Management &amp; Security</i> ." The Merchant must comply with <b>all</b> of the following:
		<ul> <li>When the embossed or printed Account Number does <b>not</b> match the encoded Account Number:</li> </ul>
		<ul> <li>Decline the Transaction and attempt to retain the Card by reasonable and peaceful means</li> </ul>
		- Note the physical description of the Cardholder
		<ul> <li>Notify its Acquirer. The Acquirer must then notify the Issuers indicated by both the embossed or printed, and encoded Account Numbers, of the incident.</li> </ul>
		<ul> <li>Handle any recovered Card as specified in Chapter 2, "Risk Management &amp; Security"</li> </ul>
		<ul> <li>When the encoded Account Number cannot be read from the Magnetic Stripe, follow normal Authorization procedures and complete the approved Transaction using a Manual Imprinter</li> </ul>
		<ul> <li>When the embossed or printed Account Number is the same as the encoded Account Number, follow normal Authorization procedures</li> </ul>
	5.4.A.2.f	A Merchant must validate the Cardholder's identity when any Quasi-Cash Transaction types occur in a Face-To-Face Environment, as specified in Section 5.2.J.

# 5.4.B Wire Transfer Money Orders

#### 5.4.B.1 General

A Wire Transfer Money Order Merchant may disburse a Wire Transfer Money Order directly to a person or other entity without the involvement of a third party, except as specified in *Section 5.4.B.2*.

#### 5.4.B.2 Restrictions

5.4.B.2.a A Wire Transfer Money Order Merchant must **not** complete a Wire Transfer Money Order Transaction if the funds are obtained to purchase goods or services and the sale occurs at a third-party merchant outlet under the terms of an agreement between the Wire Transfer Money Order Merchant and third-party merchant.

#### 5.4.B.2.b Section 5.4.B.2.a does not apply to agreements involving any of the following:

- Casino or other gambling establishment
- Check-cashing outlet
- Truck stop offering cash access services

#### 5.4.B.3 Fines

An Acquirer that completes a Wire Transfer Money Order Transaction prohibited under *Section 5.4.B.2* is subject to fines, as specified in Chapter 1, "*General Regulations*."

#### 5.4.B.4 Acquirer Responsibilities

An Acquirer that has a Merchant Agreement with a Wire Transfer Money Order Merchant must:

- Submit to Visa U.S.A. the following information about each Merchant Outlet:
  - Merchant Outlet name and address where the Wire Transfer Money Order is issued
  - Type of business
  - Name and location of the third-party Merchant under which wire transfer services are promoted, if applicable
  - Termination date of the Merchant Agreement, or date when the Acquirer may cancel without penalty
- Notify Visa U.S.A. of any change in the above information or in the status of any Merchant Agreement with a Wire Transfer Money Order Merchant
- Create a separate check or money order for each Wire Transfer Money Order Transaction
- Effective November 1, 2008, notify any Wire Transfer Money Order Merchant that participates in 3-D Secure that its Electronic Commerce Transactions are not eligible for Chargeback protection from:
  - "Cardholder Does Not Recognize Transaction" (Reason Code 75)
  - "Fraudulent Transaction—Card-Absent Environment" (Reason Code 83)

5.4.B.5 Merchant Responsibilities

5.4.B.5	Merchant Responsibilities
5.4.B.5.a	A Wire Transfer Money Order Merchant must <b>not</b> include more than one Wire Transfer Money Order Transaction on a single check or money order.
5.4.B.5.b	The Merchant must disclose the following to the Cardholder:
	<ul> <li>Wire Transfer Money Order Merchant name (name of the Visa Merchant accepting the Card) and</li> </ul>
	<ul> <li>That the Visa Transaction is the purchase of a check or money order and any subsequent Transaction with the third-party merchant is the same as a transaction made with cash</li> </ul>
5.4.B.5.c	The disclosure must be:
	<ul> <li>For a Transaction completed through an electronic terminal, mail order, or service facility, in writing, prior to initiating the Transaction or</li> </ul>
	For a telephone order, verbally
5.4.B.6	Wire Transfer Money Order Requirements
5.4.B.6.a	A Wire Transfer Money Order must be a written negotiable instrument that is:
	Signed by the maker or drawer
	Payable on demand
	Payable to order or to bearer
5.4.B.6.b	The money order must contain <b>all</b> of the following:
	Federal Reserve routing symbol
	<ul> <li>Suffix of the institutional identifier of the paying bank or nonbank payor</li> </ul>
	<ul> <li>Name, city, and state of the paying bank associated with the routing number</li> </ul>
5.4.B.7	Wire Transfer Money Order Fees
5.4.B.7.a	A Wire Transfer Money Order Merchant must:
	<ul> <li>Include any service fee in the total Transaction amount and</li> </ul>
	Disclose the fee to the Cardholder
5.4.B.7.b	The Merchant must <b>not</b> assess a fee for using a Visa Card for payment, unless the Merchant assesses a fee when another payment method is used.
5.4.B.7.c	An Issuer may consider a Wire Transfer Money Order as a Cash Disbursement and assess an additional finance charge or set-up fee accordingly.

#### 5.4.B.8 Display of Marks

5.4.B.8.a	All advertising and marketing materials associated with a money order purchase,
	including but not limited to use of the Visa Brand Name, the Visa Flag Symbol, or the
	Visa Brand Mark, must:

- Specify that the Transaction involves purchase of a money order and
- Clearly identify the Wire Transfer Money Order Merchant as the Merchant completing the Transaction
- 5.4.B.8.b Unless the Merchant has a valid Merchant Agreement, the Visa Brand Name, the Visa Flag Symbol, or the Visa Brand Mark must **not** appear by itself or be positioned in such as way as to imply that a Cardholder may use his/her Card to:
  - Pay for goods or services at the Merchant Outlet or
  - Satisfy an outstanding debt to the Merchant

#### 5.4.B.9 Transaction Processing

The Merchant must:

- Process the Wire Transfer Money Order Transaction as a Quasi-Cash Transaction, as specified in *VisaNet Clearing Message Content Standards (Exhibit NN)*
- Include any applicable service fee in the Transaction, as specified in Section 5.4.B.7

# 5.4.C Bill Payment Transaction Processing Requirements

A Bill Payment Transaction must be identified in the Authorization Request and Clearing Record with the required VisaNet data elements as specified in the:

- VisaNet Clearing Message Content Standards (Exhibit NN)
- Required Data for Authorization Requests and Responses (Exhibit OO)
- Appropriate VisaNet User's Manual
- U.S. Interchange Reimbursement Fee Rate Qualification Guide

A Credit Voucher Transaction related to an original Bill Payment Transaction does not require unique identification in the VisaNet Clearing Record, and may be processed according to standard procedures.

5.4.D Installment Billing Transactions

# 5.4.D Installment Billing Transactions

#### 5.4.D.1 General Requirements

A Mail/Phone Order or Electronic Commerce Merchant may offer Cardholders an Installment Billing Transaction option under the following conditions:

5.4.D.1.a

5.4.D.1.b

5.4.E.2.a

If it offers an Installment Billing Transaction option, the Merchant must:

- Disclose, in writing, the terms, including but not limited to, whether the installment terms are limited to certain goods that a Cardholder may purchase. The written disclosure must also include the shipping and handling charges and any applicable tax.
- Inform a Cardholder not billed in the Transaction Currency of the Merchant that each Installment Billing Transaction amount may vary due to Currency Conversion Rate fluctuations
- Ensure that the sum of the Installment Billing Transactions does not include any finance charge or exceed the total price of the goods
- Authorize all Transactions

The Merchant must **not** add finance charges to an Installment Billing Transaction.

#### 5.4.D.2 Transaction Receipt Deposits

A Merchant must **not** deposit the first Installment Billing Transaction with its Acquirer until the shipment date of the goods. The Merchant must deposit subsequent Installment Billing Transaction Receipts at either of the following intervals:

- 30 calendar days or more, or
- Monthly anniversary of the shipment date (same day of each month)

# 5.4.E Delayed Delivery Transactions

#### 5.4.E.1 Authorization

A Merchant completing a Delayed Delivery Transaction must obtain an Authorization for each Transaction Receipt on each Transaction Date.

#### 5.4.E.2 Transaction Receipt Deposits

The Merchant must:

- Assign a separate Authorization number for each Transaction Receipt and
- Write the following information on the appropriate Transaction Receipt:
  - Words "Delayed Delivery"
  - Word "Deposit" or "Balance," as appropriate
  - Authorization date and Authorization Code, if applicable

5.4.E.2.b	The Merchant must deposit the Transaction Receipt for a T&E Advance Deposit Transaction or Installment Billing Transaction, as specified in <i>Section 5.2.0</i> .
5.4.E.2.c	The Merchant may deposit the Transaction Receipt for the delayed delivery deposit before delivery of the goods or service.
5.4.E.2.d	The Merchant must <b>not</b> deposit the Transaction Receipt for the balance before delivery of the goods or service.

# 5.4.F Recurring Transactions

#### 5.4.F.1 Merchant Requirements

- 5.4.F.1.a A Recurring Services Merchant must:
  - Obtain from the Cardholder a completed Order Form containing a written request for the goods or services to be charged to the Cardholder's account. The Order Form must include, but is not limited to, the following:
    - Transaction amount, unless the Recurring Transactions are for varying amounts
    - Frequency of the recurring charges
    - Duration of time for which Cardholder permission is granted
  - Retain a copy of the Order form for the duration of the recurring services and provide it upon Issuer request
  - Write the words "Recurring Transaction" on the signature line of the Transaction Receipt
  - Provide a subsequent Order Form when a Recurring Transaction is renewed
  - Obtain the Cardholder signature, or an electronic signature or other similar authentication, that is effective under applicable law
  - For an Electronic Commerce Transaction, include the frequency and duration of the Recurring Transaction, as agreed to by the Cardholder, on the Transaction Receipt
  - For an Electronic Commerce Transaction, provide a simple and easily accessible online cancellation procedure, if the Cardholder request for goods or services was initially accepted online

5.4.F.2 Notification Requirements

5.4.F.1.b A Recurring Services Merchant must not: Include partial payment for goods or services purchased in a single Transaction, except as specified in Section 5.2.M.3 Include additional finance charges on a Recurring Transaction Complete a Recurring Transaction if it receives a Negative Response or a cancellation notice from the Cardholder or Acquirer 5.4.F.2 **Notification Requirements** For Recurring Transactions of varying amounts, **all** of the following apply: Order Form must allow the Cardholder to specify a minimum and maximum Transaction amount to be charged, unless the Cardholder will be notified of the amount and date of each charge, as specified in the remainder of this section. Merchant must inform the Cardholder of his/her right to receive, at least 10 calendar days prior to each scheduled Transaction Date, written notification of the amount and date of the next charge. • Cardholder may choose to receive the notification in any of the following ways: - For every charge - When the Transaction amount does not fall within the range of amounts specified on the Order Form When the Transaction amount will differ from the most recent charge by more than an agreed-upon amount 5.4.G Account Funding Transactions An Account Funding Transaction must:

- Be processed as a "purchase" Transaction
- Include the transmission of the Electronic Commerce Transaction indicator, as specified in the VisaNet Clearing Message Content Standards (Exhibit NN) and the Required Data for Authorization Requests and Responses (Exhibit OO)
- Include the transmission of the Account Funding Transaction indicator, as specified in the appropriate VisaNet User's Manual

# 5.4.H Small Ticket Transactions

#### 5.4.H.1 General Requirements

A Visa Consumer Card or Commercial Visa Product Transaction of \$15 or less, as specified in *Section 5.4.H*, may qualify as a Small Ticket Transaction.

#### 5.4.H.2 Merchant Requirements

A Transaction must be processed by a Merchant assigned one of the following Merchant Category Codes to qualify as a Small Ticket Transaction:

- Local Commuter Passenger Transportation (4111)
- Taxicabs and Limousines (4121)
- Bus Lines (4131)
- Toll and Bridge Fees (4784)
- Eating Places and Restaurants (5812)
- Fast Food Restaurants (5814)
- News Dealers, Newsstands (5994)
- Laundries Family, Commercial (7211)
- Dry Cleaners (7216)
- Quick Copy, Reproduction, and Blueprinting Services (7338)
- Parking Lots and Garages (7523)
- Car Washes (7542)
- Motion Picture Theaters (7832)
- Video Tape Rental Stores (7841)

#### 5.4.H.3 Transaction Processing Requirements

- If the Transaction is \$15 or under, the Merchant is **not** required to:
  - Obtain the Cardholder signature or
  - Provide a Transaction Receipt, unless the Cardholder requests one
- 5.4.H.3.b A Merchant must obtain Authorization for a Small Ticket Transaction.
- 5.4.H.3.c The Point-of-Transaction Terminal must read and transmit track 1 or 2 of the Magnetic Stripe or unaltered Chip data, as specified in the appropriate VisaNet User's Manual.

5.4.H.3.a

5.4.H.4 Interchange Reimbursement Fee

I	5.4.H.3.d	The Transaction must occur:
		<ul> <li>In a Face-to-Face Environment or</li> </ul>
		At a Self Service Terminal or
		At an Automated Dispensing Machine
I	5.4.H.3.e	The Transaction must <b>not</b> be processed as a Small Ticket Transaction if Dynamic Currency Conversion is performed
	5.4.H.4	Interchange Reimbursement Fee
	5.4.H.4.a	Any applicable Interchange Reimbursement Fee may apply to a Small Ticket Transaction.
	5.4.H.4.b	A Small Ticket Transaction must satisfy the requirements specified in Section 5.4.1 to to qualify for CPS/Small Ticket Interchange Reimbursement Fee.
	5.4.I	CPS/Small Ticket
		CPS/Small Ticket is a payment service that permits certain Merchant Outlets to:
		<ul> <li>Process Visa Consumer Card Transactions as specified in this section and Chapter 4, "Acquirer Standards"</li> </ul>
		<ul> <li>Qualify for the CPS/Small Ticket Interchange Reimbursement Fee, as specified in Chapter 9, "Fees and Charges"</li> </ul>
	5.4.I.1	General
		The following Merchant Category Codes may qualify for the CPS/Small Ticket program:
		<ul> <li>Local Commuter Passenger Transportation (4111)</li> </ul>
		Taxicabs and Limousines (4121)
		• Bus Lines (4131)
		Toll and Bridge Fees (4784)
		<ul> <li>Eating Places and Restaurants (5812)</li> </ul>
		Fast Food Restaurants (5814)
		<ul> <li>News Dealers, Newsstands (5994)</li> </ul>
		Laundries — Family, Commercial (7211)
		Dry Cleaners (7216)
		<ul> <li>Quick Copy, Reproduction, and Blueprinting Services (7338)</li> </ul>
		<ul> <li>Parking Lots and Garages (7523)</li> </ul>
		Car Washes (7542)
		Motion Picture Theaters (7832)
		Video Tape Rental Stores (7841)

5.4.1.2	Transaction Processing Requirements
5.4.I.2.a	If the Transaction is \$15 or under, the Merchant is <b>not</b> required to:
	Obtain the Cardholder signature or
	<ul> <li>Provide a Transaction Receipt, unless the Cardholder requests one</li> </ul>
5.4.I.2.b	A Merchant must obtain Authorization for a CPS/Small Ticket Transaction.
5.4.I.2.c	The Point-of-Transaction Terminal must read and transmit track 1 or 2 of the Magnetic Stripe or unaltered Chip data, as specified in the appropriate <i>VisaNet User's Manual.</i>
5.4.I.2.e	Effective October 13, 2007, the Transaction must occur:
	<ul> <li>In a Face-to-Face Environment or</li> </ul>
	At a Self Service Terminal or
	At an Automated Dispensing Machine
5.4.I.2.f	The Merchant name and location must be included in the Authorization Request, as specified in the <i>Required Data for Authorization Requests and Responses (Exhibit OO)</i> .
5.4.1.4	Interchange Reimbursement Fee
	A CPS/Small Ticket Transaction qualifies for an Interchange Reimbursement Fee, as specified in Chapter 4, " <i>Acquirer Standards</i> ," and Chapter 9, " <i>Fees and Charges.</i> "
5.4.1.5	Transaction Date
	The Acquirer's Processing Date for CPS/Small Ticket Program Transactions processed at eligible Merchant Outlets must be within 2 calendar days (excluding Sundays and the U.S. holidays listed below) of the Transaction Date.
	New Year's Day
	Martin Luther King, Jr. Day
	Washington's Birthday (Observed)
	Good Friday
	Memorial Day (Observed)
	Independence Day
	Labor Day
	Columbus Day (Observed)
	Veterans Day
	Thanksgiving Day
	Christmas Day

**No Signature Required Transactions** 

5.4.J

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5.4.J.1	Description
	For all Visa Card Transactions under \$25, a No Signature Required Merchant is not required to:
	Obtain the Cardholder signature or
	<ul> <li>Provide a Transaction Receipt, unless the Cardholder requests one</li> </ul>
5.4.J.2	Requirements
	In addition to the Small Ticket requirements specified in <i>Section 5.4.H</i> , a No Signature Required Transaction must be a Transaction initiated from a Merchant assigned one of the Merchant Category Codes in <i>Section 5.4.H.2</i> or one of the following Merchant Category Codes:
	Convenience Stores (5499)
	<ul> <li>Filling Stations — Automotive Gasoline (5541)</li> </ul>
	Drug Stores, Pharmacies (5912)
	Hardware Stores (5251)
	Variety Stores (5331)
	Grocery and Supermarket (5411)
	Candy Stores (5441)
	Dairy and Ice Cream Stores (5451)
	Bakeries (5462)
	Bookstores (5942)
	Gift, Card, and Novelty (5947)
5.4.J.3	Restrictions
	The Transaction must <b>not</b> be processed as a No Signature Required Transaction if Dynamic Currency Conversion is performed.
5.4.J.4	Interchange Reimbursement Fee
	Any applicable Interchange Reimbursement Fee may apply to a No Signature Required Transaction.
5.4.K	Tax Payment Program (Effective October 4, 2008)
5.4.K.1	General
	The Visa Tax Payment Program allows a Tax Payment Program Merchant to process Visa Card Transactions for the payment of certain eligible federal, state, and local taxes.

5.4.K.2	Program Requirements	
5.4.K.2.a	To participate in the Tax Payment Program, an Acquirer must register the Tax Payment Program Merchant as specified in the <i>Visa Tax Payment Program Guide</i> .	
5.4.K.2.b	A Tax Payment Program Transaction must originate from a Tax Payment Program Merchant properly assigned Merchant Category Code 9311 (Tax Payments).	
5.4.K.2.c	An Acquirer must provide the Merchant Verification Value as specified in the <i>VisaNet</i> User's Manuals.	
5.4.K.2.d	The tax payments must be limited to the following categories:	
	<ul> <li>Federal and State personal and small business income taxes</li> </ul>	
	Real estate/property taxes	
5.4.K.2.e	The Transaction may be processed in either a Card-Present Environment or a Card- Absent Environment.	
5.4.K.2.f	Visa reserves the right to disqualify a Tax Payment Program Merchant from participation in, modify, or discontinue the Tax Payment Program at any time.	
5.4.K.3	Service Fee Conditions	
5.4.K.3.a	A Tax Payment Program Merchant may assess a variable service fee for processing a Visa Consumer Credit Card or a Commercial Visa Product Transaction if:	
	<ul> <li>The Transaction is an eligible Tax Payment Transaction as specified in Section 5.4.K</li> </ul>	
	<ul> <li>The service fee is clearly disclosed prior to the completion of the Transaction and the Cardholder is given the opportunity to cancel</li> </ul>	
	<ul> <li>The service fee for a Tax Payment Transaction on a Visa Card is not greater than the fee charged to a Cardholder who pays with another comparable general purpose consumer credit or commercial payment card</li> </ul>	
5.4.K.3.b	The service fee for a Tax Payment Transaction must be processed separately from the Transaction and not included with the amount of tax due.	
5.4.K.3.c	A Tax Payment Program Merchant must not assess a service fee for a Visa Debit Card Transaction, but may assess a Convenience Fee to process a Visa Debit Card Tax Payment Transaction, as specified in <i>Section 5.2.E.2</i> .	
5.4.K.4	Interchange Reimbursement Fee	
5.4.K.4.a	A Visa Consumer Debit Tax Payment Transaction qualifies for the Debit Tax Payment Interchange Reimbursement Fee as specified in <i>Section 4.9.K</i> and <i>Section 9.5.A.2</i> .	
5.4.K.4.b	A Visa Consumer Credit Card Transaction or a Commercial Visa Product Transaction qualifies for the appropriate Interchange Reimbursement Fee rates as specified in <i>Section 9.5.A.1</i> or <i>Section 9.5.B</i> .	

5.4.L Visa U.S.A. Debt Repayment Program (Effective October 4, 2008)

5.4.L	Visa U.S.A. Debt Repayment Program (Effective October 4, 2008)
5.4.L.1	General
5.4.L.1.a	A Visa Debit Card Transaction may qualify as a Visa Debt Repayment Program Transaction if it meets <b>all</b> of the following:
	Requirements specified in this section
	Requirements specified in the Visa Debt Repayment Program Guide
	A Visa Debt Repayment Program Transaction may qualify for the Debt Repayment Program Interchange Reimbursement Fee, as specified in <i>Section 4.9.1</i> and Chapter 9, " <i>Fees and Charges</i> ."
5.4.L.1.b	Visa reserves the right to disqualify a Merchant from participation in or to modify or discontinue the Visa Debt Repayment Program at any time.
5.4.L.1.c	A Merchant not participating in the Debt Repayment Program as specified in <i>Section 5.4.L</i> may accept Visa Debit Category Cards for payments on existing debt provided that it complies with all applicable Operating Regulations.
5.4.L.2	Merchant Requirements
	For a Merchant to be eligible for the Debt Repayment Program, the Acquirer must ensure that the Merchant:
	<ul> <li>Participates in Limited Acceptance of Visa Debit Card products as a means of payment in all channels where payments are accepted (i.e., Card-Absent Environments, and Card-Present Environments, as applicable<sup>1</sup>)</li> </ul>
	<ul> <li>Is properly assigned Merchant Category Code 6012 or 6051 (Financial and Non- Financial Institutions)</li> </ul>
	<ul> <li>Submits the debt repayment indicator and bill payment indicator for all Debt Repayment Program Transactions.</li> </ul>
	<ul> <li>Ensures that the opportunity to pay with Visa debit is at least as prominently featured as all other accepted payment methods</li> </ul>
	<ul> <li>Only processes Visa Debt Repayment Program Transactions for an existing debt that has not been deemed uncollectible and is an approved debt type as defined in the Visa Debt Repayment Program Guide</li> </ul>
	Complies with all requirements defined in the Visa Debt Repayment Program Guide

<sup>&</sup>lt;sup>1</sup> A Merchant may accept all Visa Cards for any of its other lines of businesses that do not participate in the Debt Repayment Program.

# 5.4.M Transactions Conducted at a Contactless Payment Terminal

#### 5.4.M.1 Acceptance Procedures

- 5.4.M.1.a For Transactions under \$25 completed at a Point-of-Transaction Terminal with Contactless Payment capability, the Merchant is **not** required to:
  - Obtain the Cardholder signature or
  - Provide a Transaction Receipt, unless the Cardholder requests one
- **5.4.M.1.b** The acceptance procedures specified in *Section 5.4.M.1.a* apply to all Transaction types, including Magnetic-Stripe, Contactless Payment, and Chip Card Transactions.
- 5.4.M.1.c The Transaction must **not** be processed as a Contactless Payment Transaction if Dynamic Currency Conversion is performed

#### 5.4.M.2 Interchange Reimbursement Fee

Any applicable Interchange Reimbursement Fee may apply to Transactions under \$25 completed at a Point-of-Transaction Terminal with Contactless Payment capability.

#### 5.4.N Dynamic Currency Conversion Transactions

#### 5.4.N.1 General Requirements

- 5.4.N.1.a A Merchant that offers Dynamic Currency Conversion services must comply with the substance of all applicable operating requirements specified in the *Visa U.S.A. Inc. Operating Regulations*, including but not limited to *Section 5.4.J.*
- **5.4.N.1.b** A Merchant must not represent, either explicitly or implicitly, that its Dynamic Currency Conversion service is a Visa service.

#### 5.4.N.2 Disclosure

The Merchant must fully inform the Cardholder that both:

- A Dynamic Currency Conversion Transaction is optional
- The Cardholder need not do anything additional to have the Transaction processed in the local currency

5.4.N.3 Transaction Requirements

5.4.N.3	Transaction Requirements
5.4.N.3.a	A Cardholder must expressly agree to a Dynamic Currency Conversion Transaction. A Merchant is prohibited from using any customer service procedure that results in a Cardholder choosing a Dynamic Currency Conversion Transaction by default, as specified in <i>Section 5.4.N.5</i> .
5.4.N.3.b	If the Cardholder accepts the Dynamic Currency Conversion option, the Merchant must both:
	<ul> <li>Complete the Transaction in the defined manner for each Transaction environment, as specified in Section 5.4.N.6</li> </ul>
	<ul> <li>Include the required information on the Transaction Receipt, as detailed in Section 5.4.N.6</li> </ul>
5.4.N.4	T&E Express Service Transactions
5.4.N.4.a	A Car Rental Merchant or Lodging Merchant that offers T&E Express Services may establish an agreement with a Cardholder, in advance of hotel check-out or car rental return, that the currency conversion rate will be determined by the Merchant at a later time, without further consulting the Cardholder. The operating requirements specified in <i>Table 5-7</i> apply.
5.4.N.4.b	For a T&E Express Service Transaction, a Merchant must:
	<ul> <li>Send the Cardholder a copy of the Transaction Receipt through the postal service (or e-mail, if selected by the Cardholder) within three business days of completing the Transaction</li> </ul>
	<ul> <li>Process any delayed or amended charges at the same currency conversion rate as the original Dynamic Currency Conversion Transaction</li> </ul>
5.4.N.5	Restrictions
	A Merchant must <b>not</b> :
	Use any contractual language or procedures that result in the Cardholder choosing Dynamic Currency Conversion Transaction by default
	Convert a Transaction amount in a local currency into an amount in a Cardholder's billing currency, after the Transaction has been completed but not yet entered into Interchange
I	<ul> <li>Perform Dynamic Currency Conversion on any of the following Transaction types:</li> </ul>
	- Contactless Payment Transactions
	- No Signature Required Transactions
	- Small Ticket Transactions

#### 5.4.N.6 Operating Requirements

For a Dynamic Currency Conversion Transaction, a Merchant must comply with operating requirements specific to each Transaction environment, as specified in:

- *Table 5-5*, Face-to-Face Transactions
- Table 5-6, Mail/Phone Order or Electronic Commerce Transactions
- Table 5-7, T&E Express Service Transactions

Table 5-5:	Dynamic Currency	Conversion—Face-to-Face Transactions
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Transaction Environment	Operating Requirements
Face-to-Face	<ul> <li>Transaction Receipt In addition to the Transaction Receipt requirements specified in Electronic and Manual Transaction Receipts (Exhibit S), a  Transaction Receipt for a Face-to-Face Dynamic Currency  Conversion Transaction must include the following  information:  <ul> <li>Price of the goods or services in the Merchant's local </li> <li>currency accompanied by the currency symbol next to the amount </li> <li>Total price in the Transaction Currency accompanied by the words "Transaction Currency" and the currency symbol next to the amount </li> <li>The exchange rate used </li> <li>Any additional mark up, commission, or fee for the Dynamic Currency Conversion service </li> <li>A statement in an area easily seen by the Cardholder that: <ul> <li>The Cardholder was offered the choice of payment in the Merchant's local currency <ul> <li>The choice of currency is final</li> <li>Either the currency conversion will not be conducted by Visa or the Merchant or Acquirer, as applicable, is providing the currency conversion service</li> </ul> </li> </ul></li></ul></li></ul>

#### Chapter 5: Card & Cheque Acceptance

Table 5-6: Dynamic Currency Conversion—Mail/ Phone Order or Electronic Commerce Transactions

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Transaction Environment	Operating Requirements
Mail/Phone Order or Electronic Commerce	<ul> <li>Disclosure Before initiating a Dynamic Currency Conversion Transaction in the Mail/Phone Order or Electronic Commerce environment, the Merchant must notify the Cardholder of the following: <ul> <li>Price of the goods or services in the Merchant's local currency</li> <li>Exchange rate, including any commission</li> <li>Total price in the Transaction Currency</li> <li>That the Cardholder has a choice of currencies, including the Merchant's local currency</li> <li>That the choice of currency is final</li> </ul> </li> <li>For an Electronic Commerce Transaction, the Cardholder must confirm receipt of the above information by clicking on an "accept" or other affirmative button to ensure proper disclosure. </li> </ul>
	<ul> <li>Transaction Receipt</li> <li>In addition to the Transaction Receipt requirements specified in <i>Electronic and Manual Transaction Receipts (Exhibit S)</i>, a Transaction Receipt must include the following information: <ul> <li>Price of the goods or services in the Merchant's local currency accompanied by the currency symbol next to the amount</li> <li>Total price in the Transaction Currency accompanied by the words "Transaction Currency" and the currency symbol next to the amount</li> <li>The exchange rate used</li> <li>Any additional mark up, commission, or fee for the Dynamic Currency Conversion service</li> <li>A statement in an area easily seen by the Cardholder that: <ul> <li>The Cardholder was offered the choice of payment in the Merchant's local currency</li> <li>The choice of currency is final</li> <li>Either the currency conversion service</li> </ul> </li> <li>Each of the above data elements must be shown separately.</li> </ul></li></ul>

Transaction Environment	Operating Requirements
T&E Express Service Transactions—Hotel Check-out or Car Rental Return	<b>Documentation</b> For a T&E Express Service Transaction, the Merchant must document the terms of the Dynamic Currency Conversion in a written agreement. The agreement must be signed by the Cardholder in advance of a hotel check-out or car rental return.
	<ul> <li>The written agreement must document:</li> <li>The specific currency in which the conversion will take place</li> <li>That the Cardholder has been offered a choice of currencies, including the Merchant's local currency</li> <li>That the Cardholder understands that a Dynamic Currency Conversion Transaction will take place</li> <li>The currency choice is final</li> <li>That the currency conversion rate will be determined at a later time without further Cardholder consultation</li> </ul>
	<ul> <li>Transaction Receipt In addition to the Transaction Receipt requirements specified in <i>Electronic and Manual Transaction Receipts (Exhibit S)</i>, a Transaction Receipt must include the following information: <ul> <li>Price of the goods or services in the Merchant's local currency accompanied by the currency symbol next to the amount</li> <li>Total price in the Transaction Currency accompanied by the words "Transaction Currency" and the currency symbol next to the amount</li> <li>The exchange rate used</li> <li>Any additional mark up, commission, or fee for the Dynamic Currency Conversion service <ul> <li>A statement in an area easily seen by the Cardholder that:</li> <li>The Cardholder was offered the choice of currency</li> <li>The choice of currency is final</li> <li>Either the currency conversion will not be conducted by Visa or the Merchant or Acquirer, as applicable, is providing the currency conversion service</li> </ul> </li> </ul></li></ul>
	The Merchant must also send the Cardholder a copy of the Transaction Receipt through the postal service (or by email if selected by the Cardholder) within 3 business days.
	<b>Delayed or Amended Charges</b> For any delayed or amended charges, as specified in <i>Section 5.2.M.4</i> , the Merchant must process such charges at the same currency conversion rate as the original Dynamic Currency Conversion Transaction.

# Table 5-7: Dynamic Currency Conversion—T&E Express Service Transactions

5.4.O Travel & Entertainment Services

# 5.4.0 Travel & Entertainment Services

If requested, an Acquirer must provide its T&E Merchant with any of the T&E Services. A T&E Merchant may participate in any of the following T&E Services:

- Visa Reservation Service
- T&E Advance Deposit Service
- Priority Check-out Service

# 5.4.P Visa Reservation Service for Lodging

#### 5.4.P.1 General Requirements

- 5.4.P.1.a A Lodging Merchant must participate in the Visa Reservation Service if it accepts Visa Cards to guarantee hotel reservations.
- 5.4.P.1.b An Acquirer must incorporate these requirements into all Merchant Agreements, either as part of the Merchant Agreement or a separate contract, for each of its T&E Merchants that guarantees reservations.
- 5.4.P.1.c A participating Lodging Merchant must accept all Visa Cards in its category of acceptance, as specified in *Section 5.2.B.1*, for reservations under the Visa Reservation Service.

#### 5.4.P.2 Billing Information

The Lodging Merchant must obtain the Cardholder name, Account Number, and expiration date displayed on the Card.

#### 5.4.P.3 Accommodation Information

- **5.4.P.3.a** The Lodging Merchant must quote the reserved accommodation rate and the exact name and physical address of the establishment.
- **5.4.P.3.b** The Lodging Merchant must inform the Cardholder that one night's lodging will be billed if the Cardholder has not:
  - Registered by check-out time the day following the scheduled arrival date or
  - Properly cancelled the reservation, as specified in Section 5.4.P.5

5.4.P.4	Reservation Confirmation
5.4.P.4.a	The Lodging Merchant must provide a confirmation code and advise the Cardholder to retain it.
5.4.P.4.b	The Lodging Merchant must provide this information verbally and, if requested, must provide to the Cardholder a written confirmation with the following information:
	<ul> <li>Cardholder name provided by the Cardholder, Account Number, and Card expiration date displayed on the Card</li> </ul>
	Confirmation code
	<ul> <li>Name and exact physical address of the establishment</li> </ul>
	<ul> <li>Visa Reservation Service provisions relating to the Cardholder's obligation</li> </ul>
	Rate
	Any other reservation details
5.4.P.5	Cancellation Period
5.4.P.5.a	A Lodging Merchant must accept all cancellations prior to the specified time.
5.4.P.5.b	The Lodging Merchant must <b>not</b> require more than 72 hours cancellation notification prior to the scheduled arrival date.
5.4.P.5.c	If the Cardholder makes the reservation within 72 hours of the scheduled arrival date, the cancellation deadline must be no earlier than 6:00 p.m. Merchant Outlet time on the arrival date or date guaranteed.
5.4.P.5.d	If a Lodging Merchant requires that a Cardholder cancel before 6:00 p.m. Merchant Outlet time on the date guaranteed, the Lodging Merchant must mail the cancellation policy, including the date and time that cancellation privileges expire, to the Cardholder.
5.4.P.6	Cancellation Confirmation
5.4.P.6.a	The Lodging Merchant must provide a cancellation code (if the reservation is properly cancelled) and advise the Cardholder to retain it in case of dispute.
5.4.P.6.b	If requested by the Cardholder, the Lodging Merchant must mail a confirmation of cancellation. The confirmation must include the following:
	<ul> <li>Cardholder name, Account Number, and Card expiration date displayed on the Card</li> </ul>
	Cancellation code
	Details related to the cancelled reservation

5.4.P.7 Unclaimed Accommodations

5.4.P.7	Unclaimed Accommodations
5.4.P.7.a	If the Cardholder has <b>not</b> claimed or cancelled the Visa Reservation Service accommodations by the specified time, the Lodging Merchant must hold the rooms available according to the reservation until check-out time the following day.
5.4.P.7.b	The Lodging Merchant may then complete a Transaction Receipt which must contain the following information:
	<ul> <li>Amount of one night's lodging plus applicable tax</li> </ul>
	<ul> <li>Cardholder name displayed on the Card, Account Number, and Card expiration date</li> </ul>
	<ul> <li>The words "No-Show" on the signature line of the Transaction Receipt</li> </ul>
5.4.P.7.c	The Lodging Merchant must obtain an Authorization Code for the No-Show Transaction.
5.4.P.8	Alternate Accommodations
	If the Visa Reservation Service guaranteed accommodations are unavailable, the Lodging Merchant must provide the Cardholder with the following services at no charge:
	<ul> <li>Comparable accommodations for one night at another establishment</li> </ul>
	<ul> <li>If requested, a 3-minute telephone call and message forwarding to the alternate establishment's location</li> </ul>
	Transportation to the alternate establishment's location
5.4.Q	<ul> <li>Transportation to the alternate establishment's location</li> <li>Visa Reservation Service for Car Rentals</li> </ul>
5.4.Q 5.4.Q.1	
- •	Visa Reservation Service for Car Rentals
- •	Visa Reservation Service for Car Rentals General Requirements This section governs Transactions involving a Car Rental Company in the U.S.A. Region that accepts Visa Cards to guarantee Peak Time reservations and reservations for
5.4.Q.1	Visa Reservation Service for Car Rentals General Requirements This section governs Transactions involving a Car Rental Company in the U.S.A. Region that accepts Visa Cards to guarantee Peak Time reservations and reservations for Specialized Vehicles. An Acquirer must incorporate these requirements into all Merchant Agreements for
5.4.Q.1	<ul> <li>Visa Reservation Service for Car Rentals</li> <li>General Requirements</li> <li>This section governs Transactions involving a Car Rental Company in the U.S.A. Region that accepts Visa Cards to guarantee Peak Time reservations and reservations for Specialized Vehicles.</li> <li>An Acquirer must incorporate these requirements into all Merchant Agreements for Car Rental Companies participating in this service.</li> <li>A participating Car Rental Company must accept all Visa Cards in its category of acceptance, as specified in Section 5.2.B.1, for reservations under the Visa</li> </ul>
5.4.Q.1.a 5.4.Q.1.b	<ul> <li>Visa Reservation Service for Car Rentals</li> <li>General Requirements</li> <li>This section governs Transactions involving a Car Rental Company in the U.S.A. Region that accepts Visa Cards to guarantee Peak Time reservations and reservations for Specialized Vehicles.</li> <li>An Acquirer must incorporate these requirements into all Merchant Agreements for Car Rental Companies participating in this service.</li> <li>A participating Car Rental Company must accept all Visa Cards in its category of acceptance, as specified in <i>Section 5.2.B.1</i>, for reservations under the Visa Reservation Service.</li> </ul>
5.4.Q.1.a 5.4.Q.1.b 5.4.Q.2	<ul> <li>Visa Reservation Service for Car Rentals</li> <li>General Requirements</li> <li>This section governs Transactions involving a Car Rental Company in the U.S.A. Region that accepts Visa Cards to guarantee Peak Time reservations and reservations for Specialized Vehicles.</li> <li>An Acquirer must incorporate these requirements into all Merchant Agreements for Car Rental Companies participating in this service.</li> <li>A participating Car Rental Company must accept all Visa Cards in its category of acceptance, as specified in Section 5.2.B.1, for reservations under the Visa Reservation Service.</li> <li>Deak Time Reservation Information</li> <li>If a Cardholder reserves a vehicle during Peak Time, the Car Rental Company must</li> </ul>

5.4.Q.2.b	If a Cardholder is traveling to a car rental location by Airline and the flight is cancelled or the airport is closed, the Cardholder may cancel the Peak Time reservation without penalty up to one hour before the scheduled rental time.
5.4.Q.2.c	The Car Rental Company must advise the Cardholder that a "no-show" fee ( <b>not</b> to exceed one day's rental plus the applicable tax) may be billed if the Cardholder has not:
	<ul> <li>Rented the vehicle by the end of the guarantee period or</li> </ul>
	<ul> <li>Properly cancelled the reservation, as required in Section 5.4.Q.6</li> </ul>
5.4.Q.3	Billing Information
	The Car Rental Company must obtain the Cardholder name, Account Number, and expiration date as displayed on the Visa Card.
5.4.Q.4	Specialized Vehicle Reservation Information
5.4.Q.4.a	If a Cardholder reserves a Specialized Vehicle, the Car Rental Company must inform the Cardholder that the reservation:
	<ul> <li>Will be held until the scheduled pick-up time, unless cancelled</li> </ul>
	<ul> <li>May be cancelled without penalty anytime up to 72 hours before the scheduled rental time</li> </ul>
	<ul> <li>If the reservation is made within 72 hours of the scheduled rental time, may be cancelled without penalty anytime up to 8 hours before the scheduled rental time.</li> </ul>
5.4.Q.4.b	The Car Rental Company must advise the Cardholder that a "no-show" fee ( <b>not</b> to exceed 2 days' rental) may be billed if the Cardholder has not:
	<ul> <li>Rented the Specialized Vehicle by the end of the guarantee period or</li> </ul>
	<ul> <li>Properly cancelled the reservation, as required in Section 5.4.Q.6</li> </ul>
5.4.Q.5	Reservation Confirmation
5.4.Q.5.a	For a reservation made with at least 72 hours' notice, the Car Rental Company must send the Cardholder a written confirmation containing <b>all</b> of the following information:
	<ul> <li>Cardholder name, Account Number, and expiration date as displayed on the Visa Card</li> </ul>
	<ul> <li>Name and exact street address of the Merchant Outlet</li> </ul>
	Confirmation code
	• Rate
	Cardholder obligations
	Cancellation and any other service details
5.4.Q.5.b	For reservations made with less than 72 hours' notice, the Car Rental Company must mail a confirmation only on Cardholder request.

5.4.Q.6 Cancellation Period

5.4.Q.6	Cancellation Period
5.4.Q.6.a	The Car Rental Company must accept all cancellation requests if made by the time specified in <i>Section 5.4.Q.2</i> or <i>Section 5.4.Q.4</i> .
5.4.Q.7	Cancellation Confirmation
5.4.Q.7.a	The Car Rental Company must provide a cancellation code and advise the Cardholder to retain it in case of dispute.
5.4.Q.7.b	If requested, the Car Rental Company must provide the Cardholder with a written confirmation that contains the following information:
	<ul> <li>Cardholder name, Account Number, and Card expiration date as displayed on the Visa Card</li> </ul>
	Cancellation code
	Cancellation details
5.4.Q.8	Unclaimed Vehicles
5.4.Q.8.a	The Car Rental Company must hold the reserved vehicle according to the reservation if the Cardholder has <b>not</b> claimed or properly canceled the reservation by the specified time.
5.4.Q.8.b	The Car Rental Company may then prepare a Transaction Receipt with the following information:
	<ul> <li>No-Show Transaction fee plus tax, as applicable. The amount of the No-Show Transaction must <b>not</b> exceed the value of:</li> </ul>
	- 2 days' rental, including tax, for a Specialized Vehicle reservation
	- One day's rental, including tax, for a Peak Time reservation
	Cardholder name, Account Number, and expiration date as displayed on the Card
	<ul> <li>The words "No-Show" on the signature line of the Transaction Receipt</li> </ul>
5.4.Q.8.c	The Car Rental Company must obtain an Authorization Code for the No-Show Transaction.
5.4.Q.9	Alternate Specialized Vehicles
	If the Specialized Vehicle is unavailable, the Car Rental Company must provide the following services at no charge to the Cardholder:
	• Comparable vehicle at another car rental establishment for the reservation period and
	Transportation to the alternate car rental establishment

#### 5.4.Q.10 Alternate Peak-Time Reservation Vehicles

- 5.4.Q.10.a If the vehicle guaranteed as a Peak Time reservation is unavailable, the Car Rental Company must provide the Cardholder with a comparable vehicle no later than one hour from the scheduled rental time.
- **5.4.Q.10.b** If a comparable vehicle cannot be provided within one hour, the Car Rental Company must provide the following services at no charge to the Cardholder:
  - Transportation to the Cardholder's destination
  - Delivery of a comparable vehicle to the Cardholder's destination within 8 hours from the scheduled rental time
  - Transportation, vehicle delivery, and one day's car rental

#### 5.4.R T&E Advance Deposit Service

#### 5.4.R.1 General Requirements

A Lodging Merchant, Cruise Line Merchant, or Car Rental Company participating in the T&E Advance Deposit Service must:

- Accept all Visa Cards in its category of acceptance, as specified in *Section 5.2.B.1*, for an advance deposit if the Cardholder agrees to the service **and**
- Hold a valid T&E Advance Deposit Service contract with an Acquirer, either as part of the Merchant Agreement or as a separate contract

#### 5.4.R.2 Billing Information

5.4.R.2.a

The Merchant must obtain the following information from the Cardholder:

- Cardholder name, Account Number, and expiration date as displayed on the Visa Card
- Telephone number and mailing address
- Scheduled date of arrival (for a Lodging Merchant), embarkation (for a Cruise Line), or rental (for a Car Rental Company)
- Intended length of stay (for a Lodging Merchant) or term or rental (for a Car Rental Company)
- 5.4.R.2.b The Merchant must determine the T&E Advance Deposit Transaction amount, not to exceed the following:
  - For lodging accommodations, the cost of the intended length of stay, not to exceed 14 nights' lodging
  - Cost of the cruise
  - For a car rental, the cost of the intended term of rental, not to exceed 14 days' rental

#### 5.4.R.2.c The deposit amount must be applied to the total obligation.

5.4.R.3 Reservation Information

## 5.4.R.3 Reservation Information

The Merchant must inform the Cardholder of the following, as applicable:

#### Table 5-8: Reservation Information

Description	Lodging Merchant	Cruise Line Merchant	Car Rental Company
Total obligation	✓	1	✓
Reserved accommodation or car rental rate and the Transaction amount	1	1	1
Exact Lodging Merchant or Car Rental Company name and location	1		1
Cruise Line Merchant name, address, and point of embarkation		1	
Accommodation will be held for the number of nights paid for	1	1	
Vehicle will be held for the number of days paid for			1
Merchant's cancellation policy	✓	1	✓

#### 5.4.R.4 Reservation Confirmation

5.4.R.4.a	The Merchant must provide:
	<ul> <li>A confirmation code, advising the Cardholder to retain it and</li> </ul>
	<ul> <li>Advance deposit amount, cancellation policy requirements, and for lodging accommodations, the actual date and time that the cancellation privileges expire</li> </ul>
5.4.R.4.b	The Merchant must advise the Cardholder that it will:
	<ul> <li>Hold the accommodations according to the reservation and</li> </ul>
	Provide written confirmation of a Cardholder reservation change if requested
5.4.R.4.c	The Lodging or Cruise Line Merchant must also advise the Cardholder that it will retain the entire T&E Advance Deposit Transaction amount or the amount specified in the Merchant's stated policy, if the Cardholder has not:
	<ul> <li>Checked in by check-out time (for a Lodging Merchant) the day following the specified last night of lodging used to determine the T&amp;E Advance Deposit Transaction amount</li> </ul>
	<ul> <li>Checked in by the departure time (for a Cruise Line)</li> </ul>
	Cancelled the reservation within the specified time frames

5.4.R.4.d	The Car Rental Company must also advise the Cardholder that it will retain the entire T&E Advance Deposit Transaction amount or the amount specified in the Merchant's stated policy, if the Cardholder has not:
	<ul> <li>Rented the vehicle by the end of the last day of the rental period used to determine the amount of the Transaction or</li> </ul>
	<ul> <li>Cancelled the reservation within the specified time frames</li> </ul>
5.4.R.4.e	Under the T&E Advance Deposit Service, a Merchant must <b>not</b> charge for a No-Show Transaction.
5.4.R.5	Transaction Receipt Completion
	The Merchant must complete a Transaction Receipt with the following information:
	Advance deposit amount
	<ul> <li>Cardholder name, Account Number, and expiration date as specified in Appendix B, "Exhibits," Electronic and Manual Transaction Receipts (Exhibit S)</li> </ul>
	Cardholder telephone number and mailing address
	<ul> <li>The words "Advance Deposit" on the Transaction Receipt signature line</li> </ul>
	Confirmation code
	<ul> <li>Scheduled check-in, vehicle rental, or embarkation date</li> </ul>
	Date and time that cancellation privileges (if any) expire without deposit forfeiture
5.4.R.6	Transaction Receipt Authorization and Deposit
5.4.R.6.a	The Merchant must follow normal Authorization procedures. If it receives a Decline Response, the Merchant must notify the Cardholder and must <b>not</b> deposit the Transaction Receipt.
5.4.R.6.b	If the Transaction is authorized, the Merchant must follow normal Deposit requirements for Lodging Merchants, Cruise Line Merchants, and Car Rental Companies as specified in <i>Section 5.2.0</i> .
5.4.R.7	Transaction Receipt Delivery to Cardholder
	The Merchant must mail a Transaction Receipt copy and cancellation policy to the address indicated by the Cardholder within 3 business days from the Transaction Date.
5.4.R.8	Cancellation Period
	A Lodging Merchant, Cruise Line Merchant, or Car Rental Company must accept all Cardholder cancellations within the time limits specified by the Merchant.

5.4.R.9 Cancellation Confirmation

5.4.R.9	Cancellation Confirmation
5.4.R.9.a	The Merchant must provide a cancellation code and advise the Cardholder to retain it in case of dispute.
5.4.R.9.b	The Merchant must complete a Credit Transaction Receipt, including the following information:
	<ul> <li>The entire T&amp;E Advance Deposit Transaction amount (for a Lodging Merchant or Car Rental Company) or applicable amount (for a Cruise Line Merchant)</li> </ul>
	<ul> <li>Cardholder name, Account Number, and expiration date as displayed on the Visa Card</li> </ul>
	Cardholder mailing address
	Cancellation code
	<ul> <li>Words "Advance Deposit" on the Transaction Receipt signature line</li> </ul>
5.4.R.9.c	The Merchant must:
	<ul> <li>Deposit the Credit Transaction Receipt within 5 calendar days of the Transaction Date and</li> </ul>
	<ul> <li>Mail the Cardholder's copy to the Cardholder within 3 calendar days of the Transaction Date of the Credit Transaction Receipt</li> </ul>
5.4.R.10	Alternate Lodging Accommodations
5.4.R.10	Alternate Lodging Accommodations If the reserved accommodations are unavailable, the Merchant must provide to the Cardholder the following services without charge:
5.4.R.10	If the reserved accommodations are unavailable, the Merchant must provide to the
5.4.R.10	<ul> <li>If the reserved accommodations are unavailable, the Merchant must provide to the Cardholder the following services without charge:</li> <li>Credit Transaction Receipt to refund the entire T&amp;E Advance Deposit Transaction amount. The Lodging Merchant must provide the Credit Transaction Receipt copy to</li> </ul>
5.4.R.10	<ul> <li>If the reserved accommodations are unavailable, the Merchant must provide to the Cardholder the following services without charge:</li> <li>Credit Transaction Receipt to refund the entire T&amp;E Advance Deposit Transaction amount. The Lodging Merchant must provide the Credit Transaction Receipt copy to the Cardholder.</li> <li>Comparable accommodations at an alternate establishment for the number of nights specified in the reservation, not to exceed 14 nights, or until the reserved accommodations become available at the original establishment, whichever comes</li> </ul>
5.4.R.10	<ul> <li>If the reserved accommodations are unavailable, the Merchant must provide to the Cardholder the following services without charge:</li> <li>Credit Transaction Receipt to refund the entire T&amp;E Advance Deposit Transaction amount. The Lodging Merchant must provide the Credit Transaction Receipt copy to the Cardholder.</li> <li>Comparable accommodations at an alternate establishment for the number of nights specified in the reservation, not to exceed 14 nights, or until the reserved accommodations become available at the original establishment, whichever comes first</li> <li>If requested, two 3-minute telephone calls and message forwarding to the alternate</li> </ul>

5.4.R.11	Alternate Cruise Line Accommodations
5.4.R.11.a	If the reserved accommodations are unavailable, and no comparable accommodations are available on the ship, the Merchant may offer the following services without charge:
	<ul> <li>A comparable cruise within the same approximate sailing dates and number of sailing days specified in the reservation</li> </ul>
	<ul> <li>Any extra nights' accommodations or air fare to a different port city necessitated by the Cardholder's acceptance of alternate accommodations</li> </ul>
5.4.R.11.b	The Merchant must provide a Credit Transaction Receipt to refund the entire T&E Advance Deposit Transaction amount, if comparable accommodations are not available or the Cardholder does <b>not</b> accept the offered accommodations. The Merchant must provide the Credit Transaction Receipt copy to the Cardholder.
5.4.R.11.c	The Merchant must provide <b>all</b> of the following without charge:
	<ul> <li>One night's hotel accommodation, if required</li> </ul>
	<ul> <li>Transportation to the hotel as well as the airport</li> </ul>
	<ul> <li>Airline transportation to the airport nearest the Cardholder's residence</li> </ul>
	<ul> <li>Reasonable out-of-pocket expenses incurred by the Cardholder because the guaranteed accommodations were not available</li> </ul>
5.4.R.12	Alternate Vehicle
	If the reserved vehicle is unavailable, the Merchant must provide the following services to the Cardholder without charge:
	<ul> <li>Credit Transaction Receipt to refund the entire T&amp;E Advance Deposit Transaction amount and</li> </ul>
	<ul> <li>At least a comparable vehicle for the number of days specified in the reservation, not to exceed 14 days, or until the reserved vehicle becomes available, whichever comes first</li> </ul>
5.4.S	Central Reservation Service
5.4.S.1	Participation Requirements
5.4.S.1.a	A Central Reservation Service Merchant may participate in the T&E Advance Deposit Service to provide lodging accommodations, as specified in this section and <i>Section 5.4.R</i> .
5.4.S.1.b	The Acquirer must have a Merchant Agreement with the Central Reservation Service, as specified in <i>Section 4.2.C.5</i> . The contract must include the provisions specified in <i>Section 5.4.R</i> .

5.4.S.2 Central Reservation Service Responsibilities

5.4.S.2	Central Reservation Service Responsibilities
5.4.S.2.a	A Central Reservation Service must:
	<ul> <li>Have a written contract with the lodging establishment, executed by an officer or manager of the hotel</li> </ul>
	<ul> <li>Accept full responsibility for resolving Cardholder problems related to the T&amp;E Advance Deposit Service</li> </ul>
5.4.S.2.b	The Central Reservation Service must <b>not</b> use an agent to perform services on its behalf.
5.4.T	Priority Check-out Service
5.4.T.1	Merchant Participation
5.4.T.1.a	A Lodging or Cruise Line Merchant participating in the T&E Services specified in Section 5.4.0 may participate in the Priority Check-out Service.
5.4.T.1.b	The participating Lodging or Cruise Line Merchant must:
	<ul> <li>Hold a valid Priority Check-out Service contract with an Acquirer</li> </ul>
	<ul> <li>Accept all Cards in its category of acceptance, as specified in Section 5.2.B.1, when a Cardholder requests the Priority Check-out Service</li> </ul>
	<ul> <li>Provide the Cardholder with a Priority Check-out Agreement that contains, but is not limited to, the information specified in <i>Priority Check-out Agreement (Exhibit O)</i></li> </ul>
5.4.T.2	Acquirer Responsibilities
5.4.T.2.a	An Acquirer must provide Priority Check-out Service if requested by the Merchant.
5.4.T.2.b	The Acquirer may incorporate the Priority Check-out Service as an addendum to the Merchant Agreement or complete a separate contract.
5.4.T.3	Transaction Receipt and Priority Check-out Agreement Completion
	The Merchant must:
	• Ask the Cardholder to complete, sign, and return a <i>Priority Check-out Agreement</i> ( <i>Exhibit O</i> ). The Cardholder must include the mailing address to receive a copy of the hotel or cruise line bill.
	<ul> <li>Complete a Transaction Receipt, including the total obligation amount and the words "Priority Check-out" on the signature line</li> </ul>
	• Review the completed <i>Priority Check-out Agreement (Exhibit O)</i> and ensure that the Account Number matches the Account Number on the Transaction Receipt, if applicable

#### 5.4.T.4 Authorization and Deposit

The Merchant must comply with normal Authorization and Deposit requirements for Lodging and Cruise Line Merchants, as specified in *Section 5.4.R* and *Section 5.2.O*.

#### 5.4.T.5 Transaction Receipt Delivery

The Lodging or Cruise Line Merchant must mail the Transaction Receipt copy, the itemized bill and, if requested, the signed *Priority Check-out Agreement (Exhibit O)* to the Cardholder within 3 business days of the Cardholder's departure.

#### 5.4.T.6 Retention

The Merchant must retain the itemized bill and signed *Priority Check-out Agreement* (*Exhibit O*) for a minimum of 6 months after the Transaction Date.

## 5.4.U Advance Payment Service

This section specifies the requirements for participation in the Advance Payment Service. Participation in the service is optional.

#### 5.4.U.1 Acquirer Responsibilities

5.4.U.1.a The Acquirer must obtain **all** of the following Merchant information:

- Merchant name
- Address of each Merchant Outlet and type of service provided
- Number of years in business
- Number of years of ownership of the current business
- Chargeback/fraud ratios from the previous 6 months
- Configuration of cancellation codes
- Outline of the Merchant's procedures, including written cancellation policy and telephone script for accepting Advance Payment Service Transactions

#### 5.4.U.2 Merchant Agreement

An Acquirer must incorporate at least the substance of the Advance Payment Service requirements into all Merchant Agreements, either as part of the Merchant Agreement or a separate contract, for each of its Advance Payment Service Merchants.

5.4.U.3 Advance Payment Procedures

#### 5.4.U.3 Advance Payment Procedures

A participating Merchant must comply with **all** of the following:

- Accept all Cards in its category of acceptance, as specified in *Section 5.2.B.1*, for advance payment when the Cardholder agrees to the Advance Payment Service
- Determine the amount of the Advance Payment Service Transaction. The Transaction amount must **not** exceed the total price of the reserved services or activity.
- Inform the Cardholder of the following:
  - Total price of the services or activity
  - Advance payment amount
  - Advance payment confirmation code
  - Cancellation terms. If a cancellation request is not received within the cancellation time specified by the Merchant, the Cardholder must forfeit the advance payment amount.
- Obtain all of the following Cardholder information:
  - Cardholder's Account Number, telephone number, and mailing address
  - Card expiration date
  - Cardholder name on the Card

#### 5.4.U.4 Transaction Receipt

The Merchant must complete a Transaction Receipt for the amount of the advance payment, including **all** of the following:

- · Words "Advance Payment" on the signature line
- Cardholder's Account Number, telephone number, and mailing address
- Card expiration date
- Cardholder name on the Card

#### 5.4.U.5 Authorization Procedures

#### 5.4.U.5.a The Merchant must follow normal Authorization procedures.

- 5.4.U.5.b If the Merchant receives an Approval Response, the Merchant must:
  - Deposit the Transaction Receipt as specified in Section 4.2.C and Section 5.2.0
     and
  - Mail a written confirmation to the Cardholder, with:
    - Copy of the Transaction Receipt and
    - Cancellation policy, including any applicable limitations relating to "bad weather" cancellations

For an advance payment made less than 72 hours prior to the scheduled commencement of services, a written confirmation is required only upon Cardholder request.

5.4.U.5.c	If the Merchant receives a Decline Response, the Merchant must advise the
	Cardholder and must <b>not</b> deposit the Transaction Receipt.

#### 5.4.U.6 Cancellation Procedures

A Merchant participating in the Advance Payment Service must:

- Accept all cancellation requests, provided that the request is made prior to the specified cancellation date and time
- Provide a cancellation number and advise the Cardholder to retain it in case of a dispute
- Complete a Credit Transaction Receipt for the amount of the advance payment with all of the following information:
  - Words "Advance Payment" on the signature line
  - Cardholder's Account Number and mailing address
  - Card expiration date
  - Cardholder name on the Card
  - Cancellation number
- Mail the Credit Transaction Receipt to the address indicated by the Cardholder within 3 business days from the Transaction Date

#### 5.4.V Preauthorized Health Care Transactions

This section specifies the requirements for Preauthorized Health Care Transactions. These requirements must be included in the Merchant Agreement with each Health Care Merchant.

#### 5.4.V.1 Order Form

- 5.4.V.1.a A Cardholder that purchases services from a Health Care Merchant that accepts Preauthorized Health Care Transactions must provide a completed Order Form to the Merchant.
- 5.4.V.1.b The Cardholder must specify at least the following on the Order Form:
  - Request for the services to be charged to the Cardholder's account
  - Assignment of insurance benefits to the Health Care Merchant
  - Authorization for the Health Care Merchant to charge the Cardholder's account for only that portion of the bill due subsequent to Merchant's receipt of any applicable insurance payment
  - Duration of time, **not** to exceed one year, for which permission is granted
- **5.4.V.1.c** If a Preauthorized Health Care Transaction is renewed, the Cardholder must provide a subsequent Order Form for continuation of services.

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5.4.V.2 Health Care Merchant Responsibilities

5.4.V.2	Health Care Merchant Responsibilities
5.4.V.2.a	A Health Care Merchant must:
	<ul> <li>Retain a microfilm copy of the Order Form during the period it is in effect</li> </ul>
	<ul> <li>Provide a copy of the Order Form upon Issuer request for an original Transaction Receipt</li> </ul>
	<ul> <li>Type or print the words "PREAUTHORIZED HEALTH CARE" on the signature line of the Transaction Receipt</li> </ul>
5.4.V.2.b	The Health Care Merchant must <b>not</b> complete a Preauthorized Health Care Transaction after receiving a:
	<ul> <li>Cancellation notice from the Cardholder or its Acquirer or</li> </ul>
	Decline Response
5.4.V.2.c	Upon receipt of the notice of adjudication from the Cardholder's insurance company, the Health Care Merchant must:
	<ul> <li>Submit a Transaction Receipt into Interchange within 90 calendar days of the service date and</li> </ul>
	Request Authorization for the amount due
5.4.W	Health Care Eligibility Service
	A Health Care Merchant that participates in the Health Care Eligibility Service must comply with the requirements of the <i>Health Care Eligibility Service Implementation Guide</i> .
5.4.X	Visa ReadyLink
5.4.X.1	Overview
	A Merchant may, at its option, participate in Visa ReadyLink.
5.4.X.2	Load Partner Requirements
5.4.X.2.a	A Load Partner that participates in the Visa ReadyLink service must:
	Have a Merchant Agreement for Visa Card acceptance
	Comply with the requirements in both the:
	- Visa U.S.A. Prepaid Products Program Guidelines
	- Visa ReadyLink Service Description and Implementation Guidelines
	<ul> <li>Load value to a Visa Prepaid Card that has been designated for participation in the Visa ReadyLink by the Issuer</li> </ul>
5.4.X.2.b	A Visa ReadyLink Load Partner may sell Visa Prepaid Cards under a Load Partner

Issuer Agreement with a participating Issuer.

# 5.4.Y Supermarket Incentive Program

This section specifies the requirements for participation in the Supermarket Incentive Program. Participation in the program is optional.

#### 5.4.Y.1 Merchant Requirements

A participating Merchant Outlet must:

- Comply with **all** of the following:
  - Section 5.4.Y
  - Appropriate VisaNet User's Manuals
  - Required Data for Authorization Requests and Responses (Exhibit 00)
  - VisaNet Clearing Message Content Standards (Exhibit NN)
- Be assigned a Merchant Category Code of 5411
- Be a non-membership retail store primarily engaged in selling food for home preparation and consumption
- Offer a complete line of food merchandise, including self-service groceries, meat, produce, and dairy products
- Have monthly perishables<sup>1</sup> sales representing at least 45 percent of total monthly sales
- Accept Visa Cards or Visa Electron Cards for the purchase of all goods and services sold in the store, at all check-out lanes that accept checks

#### 5.4.Y.2 Authorization Requirements

Section 4.9.E specifies the Authorization requirements for Transactions originating from Merchant Outlets participating in the Supermarket Incentive Program.

#### 5.4.Y.3 Interchange Reimbursement Fees

See Section 4.9.E and Chapter 9, "Fees and Charges" for additional information about CPS/Supermarket Interchange Reimbursement Fees related to the Supermarket Incentive Program.

#### 5.4.Y.4 Transaction Processing Time Limits

The Central Processing Date of a Supermarket Incentive Program Transaction must be no more than 2 calendar days from the Transaction Date.

#### 5.4.Y.5 Fines

- 5.4.Y.5.a An Acquirer must ensure that its participating Merchant Outlet qualifies for the Merchant Category Code 5411 classification, as specified in *Section 5.4.Y.1*.
- **5.4.Y.5.b** Visa U.S.A. assesses a fine of \$5,000 per month, per Merchant Outlet, as specified in Section 1.7.D.12, if the Merchant Outlet is determined to be incorrectly classified with the Merchant Category Code 5411.

Perishables are defined as packaged and in-store bakery goods, dairy products, delicatessen products, floral items, frozen foods, meat, and produce.

5.4.Z Telephone Service Transactions

# 5.4.Z Telephone Service Transactions

A telephone service Merchant must **not** accept payment for a telephone call when the Card number is:

- Entered via touchtone key pad or
- Provided to an operator

This prohibition excludes the following:

- Magnetic-Stripe Telephone Transactions
- Transactions for which the Issuer has a contract with the carrier
- Transactions involving telephone services that have been explicitly approved by Visa and provide appropriate risk controls
- Telephone orders for goods and services
- Transactions provided by Inbound Teleservices Merchants, as specified in the *Merchant Data Manual* and Appendix C, "*Merchant Data Standards*"

# 5.4.AA Visa Cash Back Service

#### 5.4.AA.1 General Requirements

A Merchant may offer Visa Check Card II Cardholders the Visa Cash Back Service option under the following conditions:

- The service is offered as a part of a purchase Transaction
- The Transaction is processed using a Point-of-Transaction Terminal with PIN pad
- · The PIN is used for Cardholder identification purposes
- The Transaction is processed through the Single Message System

#### 5.4.AA.2 Cash Back Limits

- **5.4.AA.2.a** A participating Merchant may establish its own maximum cash back amount up to and including \$200. The cash back amount must not exceed \$200.
- 5.4.AA.2.b The amount of cash back must be less than the total Transaction amount.

#### 5.4.AA.3 Interchange Reimbursement Fees

The Interchange Reimbursement Fee for a Transaction involving cash back is calculated using the purchase amount only. The cash back portion of the Transaction is not subject to Interchange Reimbursement Fees.

# 5.5 Member Card and Cheque Acceptance Services

# 5.5.A ATM Cash Disbursements

#### 5.5.A.1 Display of Marks

An ATM must display the appropriate ATM Acceptance Mark to indicate which Cards it accepts, as specified in Chapter 10, "*Card & Marks Specifications (Effective through June 30, 2011).*"

5.5.A.2	ATM Transaction Receipt Requirements
5.5.A.2.a	An ATM must offer a Transaction Receipt for each ATM Cash Disbursement, unless one of the following occurs:
	Paper supply is empty
	<ul> <li>Hardware malfunction prevents producing a Transaction Receipt</li> </ul>
	<ul> <li>Balance Inquiry information is requested and displayed on the ATM screen</li> </ul>
5.5.A.2.b	The Transaction Receipt must include the information specified in <i>Electronic and Manual Transaction Receipts (Exhibit S)</i> , <i>Table S-3</i> .
5.5.A.2.c	If an ATM cannot produce a Transaction Receipt and has a cancellation feature, it must allow the Cardholder to request cancellation of the Transaction.
5.5.A.2.d	An ATM Acquirer that adds an access fee to an ATM Cash Disbursement Transaction, as specified in <i>Section 4.4.H.5</i> , must:
	<ul> <li>Label the access fee on the Transaction Receipt as one of the following, as appropriate:</li> </ul>
	- "ATM Fee"
	- "Terminal Fee"
	- "Access Fee"
	State that the Member assessed the fee
	<ul> <li>Include the access fee amount in the "Transaction Amount" field of the Transaction Record</li> </ul>
5.5.A.3	ATM Authorizations
5.5.A.3.a	An ATM must read and transmit the entire unaltered contents of track 2 of the Magnetic Stripe, as specified in the:
	Payment Technology Standards Manual and
	Appropriate VisaNet User's Manual
5.5.A.3.b	For Chip-initiated Transactions, the ATM must either:
	Ensure that track 2 of the Magnetic-Stripe Image is read and transmitted
	<ul> <li>Transmit all data elements that create the EMV-Online Card Authentication Cryptogram</li> </ul>

5.5.A.4 Chip-Initiated ATM Authorization Requirements

#### 5.5.A.4 Chip-Initiated ATM Authorization Requirements

If a Chip Card cannot be read, the ATM may complete the Transaction by reading the Magnetic Stripe. If the Magnetic Stripe cannot be read, the Transaction must **not** be completed.

#### 5.5.A.5 Cancelled Transactions

If an ATM has the ability to cancel a Transaction at any point before it is completed, a Reversal message must be sent to the Single Message System whenever:

- Cardholder cancels the Transaction
- ATM cannot dispense currency due to a system failure
- Delayed Authorization Response causes a timeout

#### 5.5.A.6 Transaction Exceptions

If an ATM can decline a Cardholder's request for a Cash Disbursement, the ATM Acquirer may only use this function without Issuer permission under the following circumstances

#### 5.5.A.7 Misdispense

- 5.5.A.7.a When a misdispense occurs, an ATM must process an Adjustment within 45 calendar days of the Central Processing Date of the original Transaction. The Adjustment must:
  - Adjust the Cardholder account for the actual amount of the misdispense and
  - Be processed as specified in the appropriate VisaNet User's Manual
- **5.5.A.7.b** To avoid liability for "Late Presentment" Chargeback (Reason Code 74), the Acquirer must process the Adjustment within 10 calendar days of the Central Processing Date of the original Transaction.
- **5.5.A.7.c** When an over-dispense that is caused by a misloaded terminal occurs, the Acquirer must not process an Adjustment to the Cardholder account without prior consent from the Issuer (e.g., through a good-faith collection).

#### 5.5.A.8 Card Retention

- 5.5.A.8.a An ATM is **not** required to have the ability to retain cards. If it can, it may retain a card only upon the specific request of the Issuer.
- **5.5.A.8.b** If a card is retained, the ATM must log it under dual-custody immediately after removal from the terminal.
- 5.5.A.8.c If a card is retained at the specific request of the Issuer, the Acquirer must render the card unusable and return it to the Issuer, as specified in Chapter 2, "*Risk Management & Security.*" If the Card bears a Chip, the Chip must **not** be damaged.
- 5.5.A.8.d An Issuer is **not** required to pay a reward to the Acquirer. However, the Acquirer may collect a handling fee as specified in Chapter 9, "*Fees and Charges*."

**5.5.A.8.e** If a hardware or software failure causes mistaken or accidental Card retention, the ATM Acquirer may return the Card to the Cardholder using the following procedures:

- Acquirer reviews positive Cardholder identification and compares the Cardholder's signature to that on the Card signature panel.
- Acquirer obtains the Issuer's Authorization to return the Card to the Cardholder.
  - If the Cardholder requests a Cash Disbursement, Authorization for the Cash Disbursement is considered as authorization to return the Card to the Cardholder.
  - If the Cardholder does **not** request a Cash Disbursement, the Acquirer must contact the Issuer's Authorizing Processor for Authorization to return the Card to the Cardholder.
- The Acquirer must notify the Issuer of the Card retention.

#### 5.5.B Manual Cash Disbursements

A Member or its Foreign Branch making Manual Cash Disbursements to Cardholders, as specified in *Section 4.6*, must follow the requirements in this section.

#### 5.5.B.1 Display of Marks

The Acquirer must display the appropriate Visa-Owned Marks to indicate which Cards it accepts for Manual Cash Disbursements. Use of Visa-Owned Marks must comply with the requirements in Chapter 10, "*Card & Marks Specifications (Effective through June 30, 2011)*," (for Cards bearing the Visa Flag Symbol) and Chapter 10A, "*Visa Brand Mark & Card Standards*" (for Cards bearing the Visa Brand Mark).

#### 5.5.B.2 Validation of Cardholder Identity

Prior to completing a Manual Cash Disbursement, an Acquirer must validate the Cardholder's identity, as specified in *Section 5.2.J*.

#### 5.5.B.3 Transaction Receipt Copy

- 5.5.B.3.a An Acquirer must complete one of the following when completing a Manual Cash Disbursement:
  - 80-Column Cash Disbursement Transaction Receipt (Exhibit F)
  - Cash Disbursement Transaction Record (Exhibit F-1)

# 5.5.B.3.b The Acquirer must enter **all** of the following on the Cash Disbursement Transaction Receipt, in the space provided:

- Description of the identification, including any serial number and expiration date
- Cardholder name (if **not** the same name appearing on the Card)
- Cardholder address
- Printed four digits of the Account Number

5.5.B.4 Fee Disclosure

	5.5.B.4	Fee Disclosure
		A Manual Cash Disbursement Transaction Receipt must inform the Cardholder that the Issuer may assess a Cash Disbursement fee or set-up charge.
1	5.5.B.5	Sale of Visa Travelers Cheques and Foreign Currency (Effective May 15, 2008)
		Only the sale of Visa Travelers Cheques and Foreign Currency may be processed by a Member as a Cash Disbursement Transaction.
	5.5.B.6	Prohibition (Effective through May 14, 2008)
		An Acquirer must submit a Transaction for Clearing at the same value as the cash dispensed to the Cardholder. The Acquirer must <b>not</b> add a surcharge or fee to the Transaction amount, except:
		<ul> <li>Taxes or other charges imposed by local law</li> </ul>
		<ul> <li>Commissions or fees on the sale of travelers cheques or Foreign Currency, as specified in Section 5.2.F</li> </ul>
1	5.5.B.7	Prohibition (Effective May 15, 2008)
	5.5.B.7.a	An Acquirer must submit a Transaction for Clearing at the same value as the cash dispensed to the Cardholder.
	5.5.B.7.b	With the exception of taxes or other charges imposed by local law, the Acquirer must <b>not</b> add any surcharge, commission, or fee for the sale of Visa Travelers Cheques or Foreign Currency to the Transaction amount.
	5.5.B.8	Card Security Features
	5.5.B.8.a	When a Cardholder presents a Card, an Acquirer must, at the request of Visa U.S.A., check one or more Card security features prior to completing a Manual Cash Disbursement.
	5.5.B.8.b	For a Visa Card, the Acquirer must:
		Compare the first four digits of the embossed or printed Account Number to the four digits printed above or below the Account Number and
		Record the printed four digits as follows:
		- Write the digits in the space provided on the 80-Column Cash Disbursement Transaction Receipt (Exhibit F) or
		<ul> <li>Key enter and electronically print the digits on the Cash Disbursement Transaction Record in the designated space, if using a Point-of-Transaction Terminal capable of printing key-entered numbers</li> </ul>
		If the digits do <b>not</b> match, the Acquirer should attempt to recover the Card, as specified in <i>Section 5.2.L</i> .
		Authorize all Manual Cash Disbursements via an Account-Number-Verifying

Terminal.

5.5.B.8.c In addition to the requirements specified above, when a Cardholder presents a Visa Mini Card, a Merchant/Acquirer must request the corresponding full-sized card prior to completing a Manual Cash Disbursement.

# 5.5.C Cheque Acceptance

#### 5.5.C.1 General

- 5.5.C.1.a Each Member must accept and encash all U.S. dollar-denominated Cheques.
- 5.5.C.1.b A Member's encashment policy must be as favorable for Cheques as for other cheque brands.
- **5.5.C.1.c** Visa guarantees reimbursement for the Cheque amount if the Member complies with *Section 5.5.C.2.*

#### 5.5.C.2 Encashment Procedure

When encashing a Cheque, a Member must do **all** of the following:

- Witness the customer countersigning the Cheque in the lower left signature area
- Compare the countersignature with the signature appearing in the upper-right signature area. If the signatures appear similar, the Member may accept the Cheque.
- If the Member is uncertain as to the similarity of the signatures, request that the customer sign the Cheque on the back and provide identification
- If the Member is satisfied with the identification comparison, accept the Cheque

#### 5.5.C.3 Encashment Limitations

If the Cheque has already been countersigned, or if the presenter is **not** the original purchaser of the Cheque, the Member must only accept the Cheque if the presenter is a known customer, and full recourse is available.

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# 6.1 Introduction

This chapter specifies Member requirements for payment processing, including Authorization, Clearing, and Settlement. Refer to Chapter 9, "*Fees and Charges*," for fees associated with payment processing.

# 6.2 General Requirements

#### 6.2.A Member Responsibilities

#### 6.2.A.1 Transaction Processing

A Member must process Visa Transactions through VisaNet by one of the following means:

- Directly
- Through a Clearing Processor
- By other means approved by Visa U.S.A.

A Member requesting to process Transactions by a means other than through VisaNet must complete a VisaNet Processing Exception Request<sup>1</sup> and submit it to Visa U.S.A.

#### 6.2.A.2 Reporting

- 6.2.A.2.a A Member must report, as specified in the appropriate *VisaNet User's Manuals*, to Visa U.S.A. all Transactions, Chargebacks, and Representments processed by other means approved by Visa, as specified in *Section 6.2.A.1*.
- 6.2.A.2.b Interchange and On-Us Transactions that are not sent through VisaNet must be reported to Visa U.S.A. on the Quarterly Operating Certificate, as specified in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws.
- 6.2.A.2.c An Issuer that participates in the Visa Extras Program must report to Visa all Points-eligible Cardholder Transactions, Chargebacks, and Transaction reversals not sent through VisaNet.
- 6.2.A.2.d These Transactions must be delivered to Visa U.S.A. as specified in the appropriate VisaNet User's Manual.

#### 6.2.A.3 Single Message System Processing

A Member connected to the Single Message System must comply with processing requirements specified in the appropriate *VisaNet User's Manuals*.

<sup>&</sup>lt;sup>1</sup> Available upon request from Visa U.S.A.

6.2.A.4 Financial Responsibilities

	6.2.A.4	Financial Responsibilities
		A Member is responsible for any amount due, as specified in the <i>Visa U.S.A. Inc.</i> <i>Operating Regulations</i> , for all Transaction Receipts bearing its BIN and resulting from a Merchant or another Member honoring a valid, properly presented Card.
	6.2.A.5	Visa Interchange Directory Update Form
		The Visa Interchange Directory Update Form lists information needed for Authorization, Clearing, and Settlement processing for all BINs.
	6.2.A.5.a	Every Member or VisaNet Processor assigned a BIN to use on Cards and through Interchange must submit a completed <i>Visa Interchange Directory Update Form</i> to Visa U.S.A. The <i>Visa Interchange Directory Update Form</i> is available either through Visa Online or upon request from Visa U.S.A.
	6.2.A.5.b	If any of the required <i>Visa Interchange Directory Update Form</i> information changes, the Member must send a new form with any updates to Visa U.S.A. 45 calendar days prior to the effective date, for distribution to other Members and VisaNet Processors.
	6.2.A.5.c	The Member or VisaNet Processor must obtain a current <i>Visa Interchange Directory Update Form</i> and use it in administration of its programs.
I	6.2.A.6	Non-Visa Payment Transaction Processing (Effective through June 30, 2008)
	6.2.A.6.a	An Issuer that enables Non-Visa Payment Transaction processing on its Visa Check Card or Visa Debit Card must ensure that all such transactions are:
		PIN authenticated
		Processed in a single-message format
		<ul> <li>Facilitated by a PIN-debit network that is not generally known as, marketed as, or enabled as a competitive general-purpose card program, or other prohibited payment program, either directly or through a joint acceptance agreement</li> </ul>
	6.2.A.6.b	Bill Payment Transactions made in a Card-Absent Environment are exempt from the PIN authentication requirement, specified in <i>Section 6.2.A.6.a</i> , when the Merchant belongs to one of the following Merchant categories:
		Utilities—Merchant Category Code 4900 (Electric, Gas, Water, Sanitary)
		<ul> <li>Telecommunication Services—Merchant Category Codes 4812, 4814 and 4899 (i.e., Telecommunication Equipment and Telephone sales, Local and Long Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe Ready Telephones, Fax Services, Cable and Other Pay Television Services)</li> </ul>
		<ul> <li>Insurance Services—Merchant Category Code 5960 and 6300 (i.e., Insurance- Direct Marketing, Insurance Sales, Underwriting, and Premiums)</li> </ul>
		<ul> <li>Financial Institutions—Merchant Category Code 6012 and 6051 (i.e., Financial Institutions - Merchandise and Services, and Non-Financial Institutions - Foreign Currency, Money Orders (not Wire Transfer), Travelers' Cheques)</li> </ul>
		<ul> <li>Government Agencies—Merchant Category Codes 9211, 9222, 9311, 9399, 9402, and 9405</li> </ul>
		<ul> <li>Educational Institutions—Merchant Category Codes 8211, 8220, 8241, 8244, 8249, 8299</li> </ul>

6.2.A.7	Non-Visa Debit Transaction Processing (Effective July 1, 2008)
6.2.A.7.a	An Issuer that enables Non-Visa Debit Transaction processing on its Visa Check Card or Visa Debit Card must ensure that all such transactions are facilitated by a PIN-Debit Network.
6.2.A.7.b	An Issuer that enables Non-Visa Debit Transaction processing on or after <b>July 1, 2008</b> , and does not require that all such transactions be authenticated by a PIN must:
	<ul> <li>Clearly communicate to its Cardholders at the time of implementation of such processing or at the time of issuance, and on an annual or more frequent basis thereafter, that it has enabled Non-Visa Debit Transaction processing and that it does not require that all such transactions be authenticated by a PIN</li> </ul>
	<ul> <li>Clearly communicate to its Cardholders the identity of the debit networks for which such transactions are enabled on the Visa Check Card or Visa Debit Card</li> </ul>
	<ul> <li>Provide Cardholders with examples of the types of Cardholder actions that may be required to initiate a Visa Transaction on such Cards</li> </ul>
	<ul> <li>At least 30 calendar days prior to implementation, notify Visa U.S.A. that it does not require that all Non-Visa Debit Transactions be authenticated by a PIN</li> </ul>
	<ul> <li>Clearly communicate to its Cardholders at the time of implementation of such processing or at the time of issuance, and on an annual or more frequent basis thereafter, that the provisions of its Cardholder agreement relating only to Visa Transactions are inapplicable to non-Visa transactions</li> </ul>
6.2.A.7.c	An Issuer that enabled Non-Visa Debit Transaction processing <b>prior to July 1, 2008</b> must comply with the provisions of <i>Section 6.2.A.7.b</i> no later than <b>January 1, 2009</b> .
6.2.B	BIN Processing Specifications
6.2.B.1	Processing Capabilities
	Each Member or VisaNet Processor must be capable of accepting and processing any Visa-licensed BIN for any Visa-defined purpose
6.2.B.2	Account Number Capabilities
	All Member processing systems must be able to accept Account Numbers.
6.2.C	Single Message Service
6.2.C.1	General Requirements
6.2.C.1.a	A Member may optionally process Online Financial and Deferred Clearing Transactions as part of the Single Message Service.

6.2.C.1.b	A participating Member must:
	<ul> <li>Be linked to the Single Message System either directly or through its Authorizing VisaNet Processor</li> </ul>
	<ul> <li>Comply with the specifications for Authorization and Clearing specified in:</li> </ul>
	- Visa U.S.A. Inc. Operating Regulations and
	- Appropriate VisaNet User's Manuals
6.2.C.2	Online Financial Transactions
6.2.C.2.a	Every Online Financial Transaction must be authorized.
6.2.C.2.b	An Online Financial Transaction Authorization Request for a Visa or Visa Electron Transaction must originate at a Point-of-Transaction Terminal and include <b>all</b> of the following:
	<ul> <li>Entire unaltered contents of track 1 or track 2 of the Magnetic Stripe, Chip, or Contactless Payment chip</li> </ul>
	Value in the POS Entry Mode code
	Final amount of the Transaction
6.2.C.2.c	A Transaction (excluding a Visa Electron Transaction) may be key-entered if the Magnetic Stripe cannot be read.
6.2.C.3	Visa ReadyLink Transactions
6.2.C.3	<b>Visa ReadyLink Transactions</b> Funds associated with a load to a Visa Prepaid Card processed through the VisaNet Single Message System, as specified in the <i>Visa U.S.A. Prepaid Products Program</i> <i>Guidelines</i> and <i>Visa ReadyLink Service Description and Implementation Guidelines</i> , are settled between the Acquirer and Issuer during the same processing cycle as the approval of the Transaction Authorization request by the Issuer.
6.2.C.3 6.2.C.4	Funds associated with a load to a Visa Prepaid Card processed through the VisaNet Single Message System, as specified in the Visa U.S.A. Prepaid Products Program Guidelines and Visa ReadyLink Service Description and Implementation Guidelines, are settled between the Acquirer and Issuer during the same processing cycle as the
	Funds associated with a load to a Visa Prepaid Card processed through the VisaNet Single Message System, as specified in the Visa U.S.A. Prepaid Products Program Guidelines and Visa ReadyLink Service Description and Implementation Guidelines, are settled between the Acquirer and Issuer during the same processing cycle as the approval of the Transaction Authorization request by the Issuer.
6.2.C.4	<ul> <li>Funds associated with a load to a Visa Prepaid Card processed through the VisaNet Single Message System, as specified in the Visa U.S.A. Prepaid Products Program Guidelines and Visa ReadyLink Service Description and Implementation Guidelines, are settled between the Acquirer and Issuer during the same processing cycle as the approval of the Transaction Authorization request by the Issuer.</li> <li>Deferred Clearing Transactions</li> <li>A Deferred Clearing Transaction for a Visa or Visa Electron Transaction completed in a Card-Present Environment must originate at a Point-of-Transaction Terminal and</li> </ul>
6.2.C.4	<ul> <li>Funds associated with a load to a Visa Prepaid Card processed through the VisaNet Single Message System, as specified in the Visa U.S.A. Prepaid Products Program Guidelines and Visa ReadyLink Service Description and Implementation Guidelines, are settled between the Acquirer and Issuer during the same processing cycle as the approval of the Transaction Authorization request by the Issuer.</li> <li>Deferred Clearing Transactions</li> <li>A Deferred Clearing Transaction for a Visa or Visa Electron Transaction completed in a Card-Present Environment must originate at a Point-of-Transaction Terminal and include the:</li> <li>Entire unaltered contents of track 1 or track 2 of the Magnetic Stripe, Chip, or</li> </ul>
6.2.C.4	<ul> <li>Funds associated with a load to a Visa Prepaid Card processed through the VisaNet Single Message System, as specified in the Visa U.S.A. Prepaid Products Program Guidelines and Visa ReadyLink Service Description and Implementation Guidelines, are settled between the Acquirer and Issuer during the same processing cycle as the approval of the Transaction Authorization request by the Issuer.</li> <li>Deferred Clearing Transactions <ul> <li>A Deferred Clearing Transaction for a Visa or Visa Electron Transaction completed in a Card-Present Environment must originate at a Point-of-Transaction Terminal and include the:</li> <li>Entire unaltered contents of track 1 or track 2 of the Magnetic Stripe, Chip, or Contactless Payment chip and</li> <li>Value in the POS Entry Mode code of the Authorization Request (if applicable) and</li> </ul> </li> </ul>
6.2.C.4 6.2.C.4.a	<ul> <li>Funds associated with a load to a Visa Prepaid Card processed through the VisaNet Single Message System, as specified in the Visa U.S.A. Prepaid Products Program Guidelines and Visa ReadyLink Service Description and Implementation Guidelines, are settled between the Acquirer and Issuer during the same processing cycle as the approval of the Transaction Authorization request by the Issuer.</li> <li>Deferred Clearing Transactions <ul> <li>A Deferred Clearing Transaction for a Visa or Visa Electron Transaction completed in a Card-Present Environment must originate at a Point-of-Transaction Terminal and include the:</li> <li>Entire unaltered contents of track 1 or track 2 of the Magnetic Stripe, Chip, or Contactless Payment chip and</li> <li>Value in the POS Entry Mode code of the Authorization Request (if applicable) and the Clearing Record</li> </ul> </li> <li>A Deferred Clearing Transaction (excluding a Visa Electron Transaction) may be</li> </ul>

6.2.C.5	Reversals
	The Acquirer must process a Reversal for an Online Financial or Deferred Clearing Transaction, as specified in the appropriate <i>VisaNet User's Manual</i> , if the:
	<ul> <li>Acquirer, Merchant, or terminal did not receive an Authorization Response or</li> </ul>
	Transaction is subsequently voided or cancelled
6.2.C.6	Message Format Conversion
	If a Single Message Service Transaction is sent to a non-participating Member, Visa converts the Transaction to the appropriate BASE I or BASE II message format prior to transmitting the Transaction.
6.2.C.7	Adjustments and Original Adjustments
6.2.C.7.a	A participating Acquirer may process an Adjustment to an Online Check Card Transaction, as specified in the appropriate <i>VisaNet User's Manual</i> , to correct a Merchant or Acquirer processing error that causes an out-of-balance situation. The Acquirer <b>must</b> :
	Process the Adjustment
	<ul> <li>Process a Clearing Reversal for the incorrect Transaction</li> </ul>
	<ul> <li>Process the Adjustment for the correct Transaction amount</li> </ul>
6.2.C.7.b	A participating Acquirer may process a first Presentment Transaction as an Original Adjustment, as specified in the appropriate <i>VisaNet User's Manual</i> , when <b>all</b> of the following criteria are met:
	The original Transaction resulted from an Online Check Card Transaction
	<ul> <li>The connection between the Merchant and its Authorizing Processor was inoperable</li> </ul>
	<ul> <li>The Merchant, at its option, completed the Transaction without obtaining an Authorization</li> </ul>
6.2.C.7.c	An Acquirer must <b>not</b> process an Original Adjustment if the original Transaction received a Decline Response.
6.2.C.7.d	An Acquirer that processes an Adjustment or Original Adjustment must not store the:
	PIN, or provide it in the Adjustment
	Contents of the Magnetic Stripe or Chip, or provide it in the Adjustment
6.2.C.7.e	An Acquirer is liable for an Adjustment or Original Adjustment charged back in accordance with the Visa U.S.A. Inc. Operating Regulations.

6.2.D Authorization Transactions

### 6.2.D Authorization Transactions

### 6.2.D.1 Member Requirements

A Member must comply with **all** of the following:

- Visa International Operating Regulations
- Visa U.S.A. Inc. Operating Regulations
- Required Data for Authorization Requests and Responses (Exhibit OO)
- Appropriate VisaNet User's Manuals

### 6.2.D.2 Responsibility for Losses

An Acquirer is liable for losses suffered by an Issuer on a Transaction if the Acquirer or its Merchant ignores a Decline Response, provides an approval code, and completes the Transaction.

### 6.2.E International Transactions

A Transaction is considered an International Transaction and governed by the *Visa International Operating Regulations* if it occurs outside of one of the following:

- The 50 United States, including the District of Columbia
- U.S. military base overseas
- U.S. embassy or consulate on foreign territory

### 6.2.F Automated Referral Service

The Automated Referral Service is a VisaNet service that enables an Authorizing Processor to dial a toll-free telephone number to obtain an immediate Authorization Response after receiving a Referral Response.

#### 6.2.F.1 Participation Requirements

Each Issuer and Acquirer must participate in the Automated Referral Service, as specified in the:

- Visa U.S.A. Inc. Operating Regulations and
- Applicable Visa U.S.A. Member communications

### 6.2.F.2 Issuer Requirements

- 6.2.F.2.a An Issuer must be able to accept and immediately respond to an Automated Referral Service inquiry.
- 6.2.F.2.b The Issuer pays a charge for each call received by the Automated Referral Service, as specified in Chapter 9, "*Fees and Charges*."

6.2.F.3	Acquirer Requirements	
6.2.F.3.a	An Acquirer must do both of the following:	
	<ul> <li>Generate an Automated Referral Service inquiry for all Referral Responses received from the V.I.P. System, including Referral Responses involving a Visa Card issued outside the U.S. This requirement does not apply to Authorization Requests where the Issuer and Acquirer use the same Authorizing Processor.</li> </ul>	
	<ul> <li>Meet or exceed the Automated Referral Service inquiry standard of 40%.<sup>1</sup></li> </ul>	
6.2.F.3.b	The Acquirer receives a "referral incentive payment," as specified in Chapter 9, " <i>Fees and Charges</i> ," for each Referral Response processed through the Automated Referral Service, if the Automated Referral Service inquiry is initiated within 20 minutes of the initial Referral Response.	
6.2.F.3.c	The Acquirer does not receive a "referral incentive payment" for a Referral Response generated in response to a Manual Cash Disbursement Authorization Request.	
6.2.F.4	Stand-In Processing	
6.2.F.4.a	The Automated Referral Service connects the Authorizing Processor directly with either the Issuer or its Authorizing Processor. However, if any of the following occurs, the Automated Referral Service provides Stand-In Processing for Referral Responses or "system malfunction" ("96") responses:	
	Issuer's telephone line is busy.	
	<ul> <li>Automated Referral Service call is not answered within 30 seconds.</li> </ul>	
	<ul> <li>Automated Referral Service call is placed on hold for more than 30 seconds after the call is answered.</li> </ul>	
	<ul> <li>Non-U.S. Issuer did not provide an Authorization Response within 20 minutes of receipt of a telex.</li> </ul>	
6.2.F.4.b	If the Automated Referral Service provides Stand-In Processing, it does <b>all</b> of the following:	
	Verifies that a Referral Response or "system malfunction" response was generated	
	Checks the Account Number against the Exception File	
	<ul> <li>Requests that the Merchant review positive Cardholder identification. If the Cardholder does not provide positive identification, a Decline Response is issued.</li> </ul>	
6.2.F.4.c	If a Cardholder provides positive identification and the Account Number is not listed on the Exception File with a Decline Response, the Automated Referral Service issues an Approval Response and a four-digit Authorization Code followed by the letter "R," up to the following limits:	

<sup>&</sup>lt;sup>1</sup> The standard, calculated for each BIN, is the number of Referral Responses processed through the Automated Referral Service as a percentage of the total number of Referral Responses received by the Acquirer. It excludes duplicate Referral Responses on a single Transaction, Referral Responses on Mail/Phone Order Transactions, and Referral Responses to Cardholder-Activated Terminals.

6.2.G Visa Account Updater

- 6.2.F.4.d The V.I.P. System forwards an advice to the Issuer for each Authorization Response generated by the Automated Referral Service.
- 6.2.F.4.e An Authorization issued by the Automated Referral Service, as specified in *Section 6.2.F.4*, is a valid Authorization.

### 6.2.G Visa Account Updater

### 6.2.G.1 Overview

A Member may, at its option, participate in the Visa Account Updater, as specified in the *Visa Account Updater Terms of Use*.

### 6.2.G.2 Member Responsibilities

A participating Member must:

- Comply with all applicable laws and regulations in collecting and providing the information to, and using the information supplied by, the Visa Account Updater
- Inform Visa U.S.A. as soon as possible upon becoming aware that any of the information sent to or received from the service does not meet the requirements specified in the following:
  - Visa U.S.A. Inc. Operating Regulations and
  - Visa Account Updater Terms of Use
- Use reasonable efforts to ensure that all information sent to the service is accurate
- Take reasonable steps to protect the security of the information sent to or received from the Visa Account Updater
- Promptly investigate claims of inaccuracies in the information supplied to or by the Visa Account Updater and correct any inaccurate information
- · Notify Visa U.S.A. of any inaccuracies

#### 6.2.G.3 Restricted Use of Visa Account Updater Information

Account Updater information may be disclosed by a participating Member and only to a Merchant that:

- Has an existing relationship with the Cardholder and has the Cardholder's account information on file
- Is registered in the Visa Account Updater program
- Is identified in the Acquirer inquiry file, as specified in the Visa Account Updater Terms of Use

### 6.2.H General Clearing Requirements

This section governs the Clearing of all International and Domestic Transactions. For Domestic Transactions, it may be superseded by a Private Arrangement, as specified in *Section 6.2.I.1.* 

#### 6.2.H.1 General

6.2.H.1.a	A Member must be able to receive incoming Interchange data and must send outgoing Interchange data through BASE II or the V.I.P. System.
6.2.H.1.b	A Member that designates another Member or a nonmember Agent to act as its Clearing VisaNet Processor must have a contract with the VisaNet Processor, as specified in Chapter 1, "General Regulations."

- 6.2.H.1.c When using VisaNet for Clearing, a Member must comply with the appropriate VisaNet User's Manuals.
- 6.2.H.1.d Foreign Branch Transaction Receipts must be cleared as specified in *Visa* International Operating Regulations, Volume I—General Rules.

### 6.2.I Clearing Requirements Through BASE II and the V.I.P. System

All Transactions must be processed through VisaNet, except those processed by another means approved by Visa U.S.A., as specified in *Section 6.2.A.1*.

#### 6.2.I.1 Private Arrangements

Private Arrangements are prohibited.

### 6.2.I.2 Delivery of Transactions by Direct-Connect Merchants

- **6.2.I.2.a** VisaNet accepts the direct delivery of Visa Transactions for Clearing and Settlement from a Direct-Connect Merchant.
- 6.2.I.2.b An Acquirer must:
  - Be capable of receiving BASE II advice records, as specified in the appropriate *VisaNet User's Manual*, as notification that:
    - Clearing and Settlement occurred for those Transactions and
    - Payment is due to the Merchant
  - Accept total responsibility for Direct-Connect Merchant Transactions

6.2.I.3 VisaNet Access Point Unavailable or Inoperable

6.2.I.3	VisaNet Access Point Unavailable or Inoperable	
6.2.I.3.a	If a Member's VisaNet Access Point is unavailable or inoperable, the Clearing Processor must:	
	<ul> <li>Generate a duplicate tape prior to sending Interchange to Visa, and retain this tape for X calendar days after the Settlement Date, and</li> </ul>	
	<ul> <li>Send the outgoing Interchange tape to Visa, as specified in the appropriate VisaNet User's Manuals</li> </ul>	
6.2.l.3.b	If the mailed transmission or tape is not returned to Visa within X calendar days of receipt, the Clearing Processor must pay a fee, as specified in Chapter 9, " <i>Fees and Charges</i> ."	
6.2.1.4	Duplicate or Erroneous Data	
	The procedures in this section apply to Clearing Processors that clear Interchange through VisaNet.	
6.2.I.4.a	If a Clearing Processor detects duplicate or erroneous data prior to sending it to Visa, the Clearing Processor must correct the data before transmission.	
6.2.I.4.b	The Clearing Processor must immediately notify VisaNet staff by telephone or fax if duplicate or erroneous data is transmitted, including any of the following:	
	An entire day's Interchange duplication	
	<ul> <li>Batches of previously transmitted Interchange</li> </ul>	
	<ul> <li>Batches captured more than once on the same outgoing Interchange File</li> </ul>	
6.2.I.4.c	The Clearing Processor must rectify and send the correction, as specified in <i>Section 6.2.1.5</i> , on the next transmission day following the incident of the duplicate or erroneous data.	
6.2.I.4.d	If the corrected file is not transmitted on the next day following discovery or notification, the Clearing Processor is assessed a fine, as specified in <i>Section 1.7.D.21</i>	
6.2.I. <b>5</b>	Member Clearing Reversal of Duplicate or Erroneous Data	
6.2.I.5.a	A Clearing Processor may use a Clearing Reversal only to correct:	
	<ul> <li>Inadvertent processing errors, as described in Section 6.2.1.4 or</li> </ul>	
	Individual Transactions that were transmitted twice or contain erroneous data.	
6.2.I.5.b	A Clearing Reversal may be initiated by the Clearing Processor that originated the duplicate or erroneous transmission or by Visa U.S.A.	

6.2.I.5.c	To reverse a duplicate or erroneous Interchange transmission, a Clearing Processo must:	
	Ensure that VisaNet staff is aware of the duplicate or erroneous transmission.	
	<ul> <li>Replace the transaction codes of the duplicate transactions with the appropriate Clearing Reversal codes, as specified in <i>VisaNet Clearing Message Content</i> <i>Standards (Exhibit NN)</i>. The Clearing Processor must not change any other information in the duplicate transactions.</li> </ul>	
	<ul> <li>Send the corrected file on the next transmission day</li> </ul>	
6.2.I.5.d	A Member may use the File Correction Service, as specified in Section 6.2.1.6.	
6.2.I.5.e	The Issuer must reverse the duplicate transactions from its Cardholder records upon receipt of the Clearing Reversal information.	
6.2.1.6	File Correction Service	
	This section applies only to Interchange cleared through BASE II.	
6.2.I.6.a	A Clearing Processor, at its option, may use the File Correction Service to reverse data items submitted in error.	
6.2.I.6.b	A Clearing Processor that submits accepted Interchange items in error may request Visa to reverse any of the items specified in <i>Section 6.2.I.4.b</i> .	
6.2.I.6.c	Visa may independently choose to perform this service on behalf of the Sending Member, if circumstances warrant such action.	
6.2.I.6.d	A Clearing Processor is assessed a File Correction Service charge, as specified in Chapter 9, " <i>Fees and Charges</i> ."	
6.2.1.7	Termination or Downgrade of Processing	
6.2.I.7.a	If a Clearing Processor terminates receipt or transmission of Interchange, or downgrades its VisaNet processing level, both of the following apply:	
	Clearing Processor must:	
	<ul> <li>Notify Visa U.S.A. in writing at least 3 months prior to the termination or effective date of the downgrade and</li> </ul>	
	<ul> <li>Be responsible for the VisaNet access charges that would have been assessed until the designated termination date, if the Clearing Processor terminates the receipt or transmission of Interchange prior to the designated termination date</li> </ul>	
	<ul> <li>Access and processing levels must have been in effect at least 12 months on the designated effective date of the downgrade or termination</li> </ul>	

6.2.I.7.b	For Interchange processing access provided to a Direct-Connect Merchant at a
	Clearing Member's request, the Clearing Member may terminate the receipt or
	transmission of Interchange or downgrade its VisaNet processing level, as specified
	in Section 6.2.1.7.a.

### 6.2.I.8 Single Message System Processing Requirements

Visa U.S.A. may arrange for processing of non-Visa Transactions through the Single Message System.

### 6.4 Acquirer Responsibilities

This section specifies Acquirer responsibilities for Authorization, Clearing, and Settlement.

An Acquirer, for each of its Limited Acceptance Merchants, must provide a Merchant Verification Value, as specified in the appropriate *VisaNet User's Manuals* 

### 6.4.A General Authorization Requirements

An Authorizing Processor must provide Authorization services to its Merchants, as specified in *Section 4.2.H.* 

### 6.4.A.1 Computer Interface Requirements

6.4.A.1.a An Acquirer must do **all** of the following:

- Establish a computer interface between its Authorization system and the V.I.P. System, as specified by Visa U.S.A.
- Notify Visa in writing, at least 120 calendar days prior to the proposed date of implementation
- Submit for approval a reasonable schedule for establishing its computer interface
- 6.4.A.1.b Visa U.S.A. does both of the following:
  - Processes requests for computer interface in the order received. However, Visa U.S.A. may reprioritize requests as it deems necessary.
  - Provides prototype computer interface, engineering liaison, and acceptance testing to support the Acquirer in installation of its computer interface

6.4.A.1.c Authorizing Processors using these systems must:

- Assume responsibility and costs for development of software and systems necessary to interface with VisaNet, **and**
- Comply with Visa U.S.A. interface specifications

### 6.4.A.2 Computer Interface Fees

Visa assesses fees for computer interface and support, as specified in the Visa U.S.A. *Pricing Directory*.

### 6.4.B V.I.P. System Emergency Authorization Procedures

#### 6.4.B.1 Use of Emergency Authorization Procedures

- 6.4.B.1.a An Authorizing Processor must follow emergency Authorization procedures if it cannot transmit an Authorization Request to Visa due to an unforeseen emergency.
- 6.4.B.1.b Emergency Authorization procedures must **not** be used during a routine system "shutdown" that the Authorizing Processor can control
- 6.4.B.1.c The emergency Authorization procedure does not apply to ATM Cash Disbursements or Automated Dispensing Machine Transactions. When these devices cannot transmit Authorization Requests, the Authorizing Processor must transmit a "service unavailable now" Authorization Response to the terminal in reply to the Authorization Request.
- 6.4.B.1.d An Authorization granted using emergency Authorization procedures does not constitute Authorization for purposes of Chargeback rights.

#### 6.4.B.2 Emergency Procedures for Purchases and Manual Cash Disbursements

- 6.4.B.2.a If a purchase or Manual Cash Disbursement Transaction is less than or equal to X, the Authorizing Processor must:
  - Review the current National Card Recovery File and approve the requested Authorization, if the Account Number does not appear on the current National Card Recovery File, **and**
  - Issue an Authorization Code
- 6.4.B.2.b If the Transaction is greater than \$X or the Cardholder presents an Expired Card, the Authorizing Processor must do **all** of the following:
  - Call the Issuer at the telephone number listed in the Visa Interchange Directory
  - Use an In or Out WATS line, if available, or call collect
  - Provide the information specified in:
    - Required Data for Authorization Requests and Responses (Exhibit 00) and
    - Appropriate VisaNet User's Manual

6.4.C Clearing and Settlement

6.4.C	Clearing and Settlement	
6.4.C.1	Transaction Currency	
	An Acquirer must enter all original Presentments into Interchange in the exact amount of Transaction Currency authorized by the Cardholder.	
6.4.C.2	Original Transaction Receipts with Illegible or Invalid Account Numbers	
	An Acquirer must <b>not</b> clear original Transaction Receipts with illegible or invalid Account Numbers through VisaNet until it determines the correct Account Number.	
6.4.C.2.a	The Acquirer must comply with the <i>Visa International Operating Regulations, Volume I—General Rules</i> if it appears that the Transaction Receipt resulted from:	
	Counterfeit Card or	
	<ul> <li>Mis-embossed or Mis-encoded Visa Card or Visa Electron Card</li> </ul>	
6.4.C.2.b	If the Acquirer <b>can</b> identify the Issuer, the Acquirer must contact the Issuer for assistance in obtaining the Account Number.	
6.4.C.2.c	If the Acquirer has contacted the Issuer and the Issuer cannot determine the Account Number, the Acquirer must clear the Transaction Receipt directly with the Issuer.	
6.4.C.2.d	If the Acquirer cannot identify the Issuer, the Acquirer that first received the Transaction Receipt is liable, unless the Acquirer can identify the Issuer within 12 months of the Transaction Date and clear the Transaction Receipt directly with the Issuer, as specified in <i>Section 6.4.C.2</i> .	
6.4.C.2.e	Transaction Receipts settled under the procedures in <i>Section 6.4.C.2</i> are not subject to the "Late Presentment" Chargeback (Reason Code 74)	
6.4.C.3	Decline Responses	
	An Acquirer must <b>not</b> enter a Transaction into Interchange that has received a Decline Response.	
6.4.C.4	Message Content Standards	
6.4.C.4.a	An Acquirer must send accurate information to a VisaNet Interchange Center, as specified in:	
	VisaNet Clearing Message Content Standards (Exhibit NN) and	
	Appropriate VisaNet User's Manual	
6.4.C.4.b	Clearing Record data must be the same as, or consistent with, comparable data in the Authorization Request and Authorization Response, if an Authorization was obtained.	
6.4.C.4.c	An Acquirer is not required to place data in an Authorization Request field unless the data is specifically required by the:	
	<ul> <li>Visa U.S.A. Inc. Operating Regulations or</li> </ul>	
	Appropriate VisaNet User's Manual	

6.4.C.4.d Visa assesses a fine, as specified in Section 1.7.D.14.

- The Merchant Descriptor has inaccurate, invalid, or unrecognizable data in the Authorization or Clearing Record **and**
- Inaccurate data is not corrected

### 6.4.C.5 Transaction Date

The Transaction Date is the date on which a Transaction between a Cardholder and a Merchant, an Acquirer occurs. The *Visa U.S.A. Inc. Operating Regulations* recognizes the following valid Transaction Dates:

 Table 6-2:
 Transaction Dates

Transaction Type	Transaction Date
<ul> <li>Lodging Transactions, including:</li> <li>CPS/Hotel and Car Rental Card Not Present</li> <li>CPS/Hotel and Car Rental Card Present</li> <li>CPS/e-Commerce Preferred Hotel and Car Rental</li> </ul>	Check-out or prepayment date
<ul> <li>Cruise Line Transactions, including:</li> <li>CPS/Hotel and Car Rental Card Not Present</li> <li>CPS/Hotel and Car Rental Card Present</li> <li>CPS/e-Commerce Preferred Hotel and Car Rental</li> </ul>	Disembarkation, prepayment, or final payment date
<ul> <li>Car Rental Transactions, including:</li> <li>CPS/Hotel and Car Rental Card Not Present</li> <li>CPS/Hotel and Car Rental Card Present</li> <li>CPS/e-Commerce Preferred Hotel and Car Rental</li> </ul>	Car return or prepayment date
<ul> <li>Airline and passenger railway Transactions, including:</li> <li>CPS/Passenger Transport</li> <li>CPS/e-Commerce Preferred Passenger Transport</li> </ul>	Ticket-issuing date
Preauthorized Health Care Transaction	Date on which the Health Care Merchant receives notice of adjudication from the Cardholder's insurance company
Mail/Phone Order Transaction (including CPS/Card Not Present Transactions) where merchandise is to be shipped	Date on which merchandise is shipped

6.4.C.6 General Transaction Receipt Processing Requirements

### 6.4.C.6 General Transaction Receipt Processing Requirements

This section governs Transaction Receipt processing time requirements.

- 6.4.C.6.a The Acquirer's Processing Date on Transaction Receipts entered into Interchange must comply with *Table 6-3*.
- 6.4.C.6.b The Acquirer's Processing Date and Transaction Date are each counted as one day.

**Table 6-3:** Transaction Receipt Processing Time Limits

For Transaction Receipts That a Merchant Must Deposit Within:	The Acquirer's Processing Date Must Be Within:	
Transaction Receipts (Excluding Credit Transaction Receipts)		
5 calendar days of the Transaction Date	12 calendar days from the Transaction Date	
20 calendar days of the Transaction Date <sup>1</sup>	30 calendar days from the Transaction Date	
Credit Transaction Receipts		
5 calendar days of the Transaction Date	8 calendar days from the Transaction Date	
9 calendar days of the Transaction Date <sup>1</sup>	12 calendar days from the Transaction Date	
<ol> <li>Merchants normally granted this allowance are transportation companies, Car Rental Companies, oil companies, and other Merchants with multiple locations from which Transaction</li> </ol>		

Companies, oil companies, and other Merchants with multiple locations from which Transaction Receipts are accumulated and deposited at a central point.

- 6.4.C.6.c A Clearing Processor must report consistent and flagrant violation of these time limits to Visa U.S.A. for possible fine or penalty. Violation of these time limits does not automatically entitle the Issuer to a Chargeback right.
- 6.4.C.6.d Additional requirements for Transaction Receipt processing time limits are specified in the following sections:

Table 6-4: Additional Transaction Receipt Processing Time Limits

Transaction Type	Section
Electronic Interchange Reimbursement Fee Transactions	Section 4.9.C
Payment Service Interchange Reimbursement Fee	Section 4.9.D
Preauthorized Health Care Transactions	Section 5.4.V
Supermarket Incentive Program Transactions	Section 5.4.Y

## 6.5 Issuer Responsibilities

### 6.5.A General Authorization Requirements

### 6.5.A.1 Issuer Requirements

An Issuer must do the following:

- Provide Authorization services for all of its Cardholders, as specified in *Section 3.12.A*, using any one, or a combination of, the following:
  - Directly, as an Authorizing Processor
  - Through another Authorizing Processor
  - By other means approved by Visa
- Provide Authorization Responses as specified in the appropriate VisaNet User's Manual

### 6.5.A.2 Authorization Requests

An Issuer must ensure that its Authorization Requests accurately and consistently reflect the conditions existing at the time and location of the Transaction, as specified in *Required Data for Authorization Requests and Responses (Exhibit OO).* 

#### 6.5.A.3 Assured Transaction Response Time

An Issuer must respond to an Authorization Request within the assured Transaction response times specified in *Section 3.12.A.3*. If the Issuer cannot comply with this requirement, Visa will respond on behalf of the Issuer using the applicable V.I.P. System parameters.

### 6.5.B Clearing and Settlement

If an Acquirer contacts an Issuer for assistance in obtaining an Account Number, as specified in *Section 6.4.C.2.b*, the Issuer:

- Must assist the Acquirer **and**
- May require that all requests be in writing. See Visa U.S.A. Settlement Assistance Request (Exhibit AA) for suggested format of written requests.

6.6 Visa Responsibilities

### 6.6 Visa Responsibilities

### 6.6.A V.I.P. System Services for Authorizing Processors

### 6.6.A.1 Standard Services

Visa U.S.A. provides the following V.I.P. System services to all Authorizing Processors, as appropriate:

- Message Processing Service and
- Reports as are necessary to advise Authorizing Processors of their message processing activity

### 6.6.A.2 Optional Services

Visa U.S.A. provides the following V.I.P. System services to Authorizing Processors upon written request at least 120 calendar days prior to implementation:

- Message Processing Service, to provide Authorizations when an Authorizing Processor does not directly provide Authorization for its Merchants
- File change service, to update the Exception File and PIN Verification Value file
- Reports to advise Authorizing Processors, as necessary, of their V.I.P. System activity, other than message processing activity
- PIN Verification Service
- Key Management Service
- Operator Assistance Service
- Direct-Connect Merchant service

### 6.6.B Visa U.S.A. Responsibilities

Visa U.S.A. will:

- Install and maintain VisaNet Access Points, as specified by Visa U.S.A. and
- Provide initial employee training to implement the V.I.P. System, to the extent Visa determines that such training is necessary

## 7.1 Introduction

This chapter governs the Transaction Receipt retrieval process, as well as the Chargeback and Representment processes. It defines the conditions for each, the associated time limits, and the supporting procedures.

An Issuer shall resolve Cardholder disputes under the Operating Regulations by extending to Cardholders all protections provided on any Visa Card under Federal law or regulation and by utilizing the Issuer's customary practices to resolve Cardholder disputes, regardless of which type of Visa Card was used. Thus, the resolution of such Cardholder disputes shall be the same in similar circumstances regardless of which type of Visa Card was used. The foregoing applies only with respect to Transactions on Cards using the Visa Flag Symbol or Visa Brand Mark, not to Transactions using any other payment card brand even if such brand is on the Visa Card. By way of example, a purchase made with a PIN on a Visa Check Card that is not a Visa Check Card II is not governed by this rule because the purchase is not a Transaction made using the Visa Flag Symbol or Visa Brand Mark.

# 7.2 Transaction Receipt Retrieval

An Issuer may request Transaction Receipts from an Acquirer. This section governs Issuer and Acquirer rights, responsibilities, and procedures for obtaining and providing these documents.

### 7.2.A Exceptions

### 7.2.A.1 ATM and Other Transaction Types

Section 7.2 does not apply to any of the following:

- Transactions under \$25 completed at a Point-of-Transaction Terminal with Contactless Payment capability
- ATM Transactions
- Magnetic-Stripe Telephone Transactions
- Small Ticket Transactions
- No Signature Required Transactions

7.2.A.2 Credit Transaction Receipts

### 7.2.A.2 Credit Transaction Receipts

7.2.A.2.aAn Acquirer is not required to provide a Transaction Receipt to the Issuer if the<br/>Acquirer has processed a Credit Transaction Receipt for the Transaction in question.

### 7.2.A.2.b The Acquirer must:

- Provide a copy of the Clearing Record to show that the Credit Transaction Receipt has been processed **and**
- Note the Transaction Date on one of the following, as appropriate:
  - Copy of the Clearing Record
  - For Fulfillment, in the memo field of the Fulfillment message

### 7.2.B Requests for Transaction Receipts

#### 7.2.B.1 General

- **7.2.B.1.a** A Member must **not** request a Transaction Receipt solely for inclusion in a charge-off file.
- **7.2.B.1.b** A request through VisaNet may include a unique nine-digit control number assigned by the Issuer to identify the internal source of the request.
- 7.2.B.1.c Effective October 4, 2008, this section does not apply to Copy Requests for Healthcare Auto-Substantiation Transactions. Refer to *Storage and Retrieval of Receipt Detail for IIAS Healthcare Auto-Substantiation Transactions* for additional information on handling such requests.

#### 7.2.B.2 Requests for Transaction Receipt Originals

- 7.2.B.2.a An Issuer must **not** request an original Transaction Receipt.
- **7.2.B.2.b** An Acquirer is not required to retain or provide original Transaction Receipts. At its option, an Acquirer may provide the original Transaction Receipt in response to a request.

#### 7.2.B.3 Requests for Transaction Receipt Copies

**7.2.B.3.a** An Issuer may request a Transaction Receipt copy from an Acquirer only for the reasons specified in *Table 7-1*. The Issuer must accept a Substitute Transaction Receipt for certain Transactions, as specified in *Table 7-3* through *Table 7-6*, as applicable.

# **7.2.B.3.b** An Acquirer must provide the Issuer with a copy of the requested Transaction Receipt, including requests received with a Retrieval Request Reason Code specified in *Table 7-1*.

Request Reason for Copy	BASE II Request Code	Single Message System Request Code
Request for copy bearing signature	28	0028
Request for T&E Document	29	0029
Request due to Cardholder inquiry	30	0030
Request for legal process or fraud analysis	33	0033
Repeat request	34	0034

### Table 7-1: Transaction Receipt Retrieval Request Reasons (Copy)

### 7.2.C Transaction Receipt Retention

If requested, an Acquirer must provide an Issuer with a legible Transaction Receipt copy during the required retention period, as specified in *Table 7-2*.

Document	Retention Period
Original Transaction Receipt	<ul> <li>None, may be destroyed if a Copy is maintained</li> <li>12 months from Acquirer's Processing Date if a Copy is not maintained</li> </ul>
Transaction Receipt copy or substitute	12 months from Acquirer's Processing Date
T&E Document	6 months from Acquirer's Processing Date
Recurring Transaction Receipt and Preauthorized Health Care Transaction Receipt	<ul> <li>12 months from Acquirer's Processing Date of latest Transaction, and thereafter from:</li> <li>Acquirer's Processing Date of each subsequent Transaction or</li> <li>Duration of the recurring or preauthorized charges</li> </ul>

### 7.2.D Retrieval Requests

All Retrieval Requests must be made through the VisaNet Copy Request and Fulfillment Service.

### 7.2.E Transaction Receipt Request and Fulfillment Data

### 7.2.E.1 VisaNet Copy Request and Fulfillment Service Minimum Data Requirements

Each Retrieval Request must contain at least the following data, as transmitted in the original Presentment:

- Acquirer's Reference Number
- Account Number
- Transaction Date
- Merchant Category Code
- Transaction amount
- Merchant city and state
- The applicable Copy Request Reason Code
- Acquirer's Business I.D.
- Transaction Identifier, if present in the original Presentment
- Cardholder-Activated Terminal indicators, if present in the original Presentment
- Visa Prepaid Card indicator, if present in the original Presentment

#### 7.2.E.2 Transaction Receipt Fulfillment Documents—Data Requirements

- 7.2.E.2.a
- To satisfy a Retrieval Request, the Acquirer must:
- provide a Transaction Receipt copy, or
- provide a Substitute Transaction Receipt containing the required data, as specified in *Table 7-3* through *Table 7-6*

7.2.E.2.b	To satisfy a Retrieval Request Reason Code 28, "Request for Copy Bearing Signature," resulting from a mail order, Recurring Transaction, or Preauthorized Health Care Transaction, the Acquirer must provide a copy of the Order Form, containing the following:
	Account Number
	Cardholder name
	Card expiration date (if available)
	Cardholder signature
	Merchant name and location
	Description of the merchandise or services
	Itemized charges
7.2.E.2.c	To satisfy a Retrieval Request Reason Code 28, "Request for Copy Bearing Signature," the Acquirer may provide a legible reproduction using signature-capture technology.
7.2.E.2.d	To satisfy a Retrieval Request Reason Code 30, "Request Due to Cardholder Inquiry," resulting from a Transaction other than as specified in <i>Table 7-3</i> through <i>Table 7-6</i> , the Acquirer may provide a Substitute Transaction Receipt, containing the following:
	Account Number
	Cardholder name
	Card expiration date
	Transaction Date
	Transaction amount
	Authorization Code (if any)
	Merchant name and location
	Description of the merchandise or services
	"Ship to" address (if applicable)
7.2.E.2.e	To satisfy a Retrieval Request for a T&E Document, the Acquirer must provide a copy of all documents pertinent to the Transaction, including the Transaction Receipt, car rental agreement, or Guest Folio, if created. The Card Imprint and Cardholder signature must be included if either or both was obtained.

Table 7-3: Substitute Transaction Receipt Data Requirements–Cardholder-Activated Terminals

**7.2.E.2.f** To satisfy a Retrieval Request for a Transaction which included the Card Verification Value 2 in the Authorization Request and received a result code "M" (fully-matched) or "U" (unsupported), the Acquirer must also provide a copy of the certification provided by Visa for the Merchant.

Required Data	Automated Dispensing Machine <sup>1</sup>	Self-Service Terminal	Automated Fuel Dispenser	Limited-Amount Terminal <sup>1</sup>
Account Number		1	1	1
Transaction Date	1	1	1	1
Transaction Time	1			
Transaction Amount	1	1	1	1
Authorization Code	1	1	If applicable	
Magnetic-Stripe Data	✓			
Card Expiration Date		1	1	
Merchant Name and Location		See footnote <sup>2</sup> below	1	
Service Station ID Number			1	
Invoice Number		If available		
Description of Merchandise or Services		J	Product Sold	

Table 7-3: Substitute Transaction Receipt Data Requirements–Cardholder-Activated Termir
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1. The Acquirer is not required to provide a copy of the Transaction Receipt that was given to the Cardholder. A Transaction log containing the required data elements may be provided to satisfy a Retrieval Request.

2. Merchant name, Self-Service Terminal location code, or city and state

Table 7-4:	Substitute Transaction Receipt Data Requirements–Recurring, Mail/Phone Order, Electronic
	Commerce, and Preauthorized Health Care Transactions

Required Data	Recurring, Mail/Phone Order, or Preauthorized Health Care Transactions <sup>1</sup>	Electronic Commerce Transactions
Account Number	\$	✓
Card Expiration Date	If available	✓
Cardholder Name	1	✓ <i>✓</i>
Transaction Date	1	1
Transaction Amount	1	✓
Authorization Code	If any	✓ <i>✓</i>
Merchant Name	1	✓
Merchant Location	1	Online Address
Description	Merchandise or services	Merchandise or services <sup>2</sup>
"Ship to" Address	If applicable	If applicable
Address Verification Service Response Code	If used and the response code is available	If used and the response code is available

1. For Retrieval Request Reason Code 28, "Request for Copy Bearing Signature," see Section 7.2.E.2.b.

2. Effective April 1, 2008, for Aggregated Transactions, details of the individual purchases that have been aggregated is required in order to remedy a Retrieval Request or Reason Code 75 "Transaction Not Recognized" Chargeback.

Table 7-5: Substitute Transaction Receipt Data Requirements–T&E Transactions

Required Data	Car Rental	Airline or Passenger Railway	Lodging or Cruise Line
Account Number	1	1	1
Card Expiration Date	1	If available	If available
Cardholder Name	1	If available	1
Passenger or Guest Name		1	1
Cardholder Address	1		
Address where Tickets were Sent		If available and applicable	
Transaction Date		1	
Rental and Return Dates	1		
Transaction Amount	1	1	1
Authorization Code	If any	If any	If any
Merchant Name	1	1	1
Merchant Location			1
Rental and Return Location	1		
Travel Agent Name and Address		If applicable	
Rental Agreement Number	1		
Description	$\checkmark^1$	Airline and railway itinerary information <sup>2</sup>	Dates of stay, check-in and check-out
Itemized Charges			√ <sup>3</sup>
Parking Ticket/Moving Violation	If applicable		
Address Verification Service Response Code		If used and the response code is available	

### Table 7-5: Substitute Transaction Receipt Data Requirements-T&E Transactions

1. Includes, as appropriate, type of vehicle; mileage; rental rates; actual rate, refueling, and insurance charges; adjustments; tax; cash received; billing method; and rental agent ID number

2. Includes, as appropriate, original departure date, origination city, destination city, airport codes, carrier ID, and/or additional services provided, such as excess baggage, or other agent services

3. Includes room rate; tax; and food, beverage, and incidental charges

Table 7-6:	Substitute Transaction Receipt Data Requirements—Data-Captured		
	Retail Transactions (May be used only to satisfy Retrieval Request Reason		
	Code 30, "Request Due to Cardholder Inquiry")		

Required Data	Data-Captured Retail Transactions	
Account Number	<i>✓</i>	
Card Expiration Date	1	
Cardholder Name	If available	
Transaction Date	<i>✓</i>	
Transaction Time	Optional	
Transaction Amount	<i>√</i>	
Authorization Code	If any	
Merchant Name	✓	
Merchant Location	<i>√</i>	
Description	Merchandise or service	
Store Department	Optional	
"Ship to" Address	If applicable	

### 7.2.F VisaNet Copy Request and Fulfillment Service

An Acquirer must participate in the VisaNet Copy Request and Fulfillment Service for **all** requested Transaction Receipts.

An Acquirer is not required to provide copies for any of the following:

- Transactions under \$25 completed at a Point-of-Transaction Terminal with Contactless Payment capability
- ATM Transactions
- Magnetic-Stripe Telephone Transactions
- Small Ticket Transactions
- No Signature Required Transactions

7.2.F.1 Acquirer Responsibilities

7.2.F.1	Acquirer Responsibilities
7.2.F.1.a	An Acquirer must respond to an Issuer's Copy Request through the VisaNet Copy Request and Fulfillment Service, regardless of the Retrieval Request Reason Code used.
7.2.F.1.b	The Acquirer must respond with either:
	Fulfillment message or
	Nonfulfillment Message
7.2.F.1.c	The Issuer must receive the Fulfillment or Nonfulfillment Message within 30 calendar days of the Central Processing Date of the Copy Request.
7.2.F.1.d	A Fulfillment must:
	<ul> <li>Be legible enough for the Cardholder to read or for the Issuer to identify the Account Number and</li> </ul>
	<ul> <li>Include the unique 12-digit Copy Request Identifier assigned by BASE II, if applicable</li> </ul>
7.2.F.1.e	A Nonfulfillment Message must include one of the message codes listed in Table 7-7:

### Table 7-7: Nonfulfillment Message Codes

Message Code	Description	
01	Invalid Request: Incorrect Account Number	
02	Invalid Request: Not a valid Acquirer Reference Number	
03	Item could not be located	
04	Acquirer will not fulfill	
05	Transaction Receipt not required	

### 7.2.G Fees

### 7.2.G.1 Handling Fees

- **7.2.G.1.a** The Issuer may collect a \$25 handling fee from the Acquirer, as specified in *Volume I—General Rules, Section 9.6.C,* for a Retrieval Request resulting from a significantly different Merchant name or incorrect city, state, foreign country, or Transaction Date in the Clearing Record.
- **7.2.G.1.b** The handling fee does not apply for a Lodging, Cruise Line, or Car Rental Transaction with an incorrect Transaction Date, if the Clearing Record contained:
  - Date the Card was first presented or
  - Transaction completion date

### 7.2.G.2 Fee Recovery

The Issuer may recover fees, as specified in *Volume I—General Rules*, *Section 9.6.C*, for Retrieval Requests for any of the following reasons:

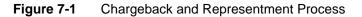
- Acquirer did not properly supply the requested Transaction Receipt
- Substitute Transaction Receipt does not include the required data
- Request resulted from an incorrect Merchant description or a zero-filled or incorrect Transaction Date in the Clearing Record
- Requested copy was illegible
- Effective October 4, 2008, Acquirer did not properly supply the required Healthcare Auto-Substantiation Transaction detail

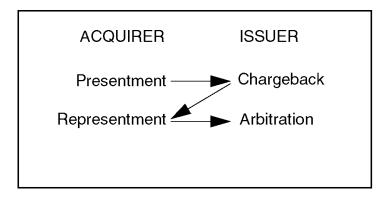
### 7.3 Chargeback and Representment Process

### 7.3.A Overview

After receiving a Presentment, an Issuer may charge back a Transaction to the Acquirer under the conditions specified in *Section 7.6*. Similarly, the Acquirer may represent the Chargeback to the Issuer, if appropriate.

The Issuer must **not** charge back the Transaction a second time and the Acquirer must not present the Transaction a third time. *Figure 7-1* illustrates this process.





A Member may have the right to file for Arbitration after receiving a subsequent Chargeback or Representment, as applicable (see *Volume II—Dispute Resolution Rules*, Chapter 2, *"Arbitration"*).

If requested by the Acquirer, and permitted under applicable law, the Issuer should provide the Cardholder's address.

An Acquirer must **not** process a Transaction as a first Presentment if the Transaction has been previously charged back.

7.3.B Jurisdiction

### 7.3.B Jurisdiction

### 7.3.B.1 Visa International Operating Regulations

Chargebacks and Representments involving **any** of the following are governed by the *Visa International Operating Regulations*:

- Non-U.S. Member (except International Airline Transactions, as specified in *Volume I—General Rules, Section 4.2.C*)
- Foreign Branch
- Transaction completed outside the 50 United States and the District of Columbia

### 7.3.B.2 Visa U.S.A. Inc. Operating Regulations

A Transaction is governed by the *Visa U.S.A. Inc. Operating Regulations* if it occurs at a U.S. military base or U.S. embassy or consulate overseas and is:

- Deposited with a U.S. Member by the U.S. government and
- Completed with a Card issued by a U.S. Member governed by these Operating Regulations

### 7.3.C Chargeback and Representment Transmission

### 7.3.C.1 Clearing and Settlement

A Member must process Chargebacks and Representments as specified in the *VisaNet User's Manuals*. See the:

- VisaNet Clearing Message Content Standards (Exhibit NN) for the data that must appear in Chargeback and Representment BASE II or Single Message System transmission records and
- BASE II Clearing and Settlement System Manuals and the VisaNet User's Manuals for the required formats and additional requirements

### 7.3.C.2 Documentation

All Members must use Visa Resolve Online to transmit Chargeback and Representment documentation, as specified in the *Visa U.S.A. Inc. Operating Regulations* and in the appropriate *VisaNet User's Manuals*, for each BIN processing exception items.

### 7.3.D Chargeback Reduction Service

#### 7.3.D.1 Overview

The Chargeback Reduction Service rejects invalid or incomplete Chargebacks and returns them to the Issuer. These rejected records are not considered completed Chargebacks.

- 7.3.D.1.a An Issuer may do the following as appropriate:
  - Correct the rejected record and resubmit it using the same usage code within the applicable Chargeback Period
  - Accept financial liability for the Transaction
  - Request Compliance, as specified in Section 7.10
- 7.3.D.1.b A Chargeback Reduction Service decision is final.

#### 7.3.D.2 Return of Presentments

Visa U.S.A. will return a Presentment to the Acquirer if the Account Number was listed on the Exception File with a Pickup Response:

- If the BASE II Transaction Date is not zero-filled, on the Transaction Date, or
- If the BASE II Transaction Date is zero-filled, on any date within 15 calendar days prior to the Central Processing Date

#### 7.3.D.3 Exception Item Processing

- **7.3.D.3.a** The following exception items resulting from original purchase Transactions are suspended for one processing cycle and settled in the next processing cycle:
  - Chargebacks
  - Representments
  - Retrieval Requests
  - Facsimile Access Service Nonfulfillments
- **7.3.D.3.b** The Chargeback or Representment time limit does not change as a result of this processing delay.

7.4 Chargeback

# 7.4 Chargeback

An Issuer may charge back Transactions to an Acquirer under certain conditions. *Table 7-8* to *Table 7-13* specify reasons and time limits for Chargebacks.

### 7.4.A Attempt to Settle

Before exercising a Chargeback right, the Issuer must attempt to honor the Transaction.

If this fails and the Issuer has already billed the Transaction to the Cardholder, the Issuer must credit the Cardholder for the Chargeback amount. The Issuer must **not** be reimbursed twice, nor the Cardholder credited twice, for the same Transaction as a result of a Chargeback credit and processing of a Credit Transaction Receipt by the Merchant.

### 7.4.B Reasons and Time Limits

The following tables list the Chargeback reasons, their BASE II Reason Codes, and the corresponding time limits:

- Non-Receipt of Information Chargeback Reasons
- Fraud Chargeback Reasons
- Authorization Error Chargeback Reasons
- Processing Error Chargeback Reasons
- Cancelled/Returned Chargeback Reasons
- Non-Receipt of Goods or Services Chargeback Reasons

All of the Chargebacks in these tables are specified in detail in Section 7.6.

### 7.4.B.1 Non-Receipt of Information Chargeback Reasons

**Table 7-8:** Non-Receipt of Information Chargeback Reasons

Non-Receipt of Information Chargeback Reasons	Reason Code	Time Limit (Calendar Days)
Requested Copy Illegible or Invalid	60	7
Cardholder Does Not Recognize Transaction	75	120
Requested Transaction Information Not Received	79	7

Except for Reason Code 75, the time limit is calculated from one of the following:

- Date Issuer received the illegible Transaction Receipt of Invalid Fulfillment
- Date Issuer received an applicable Nonfulfillment Message
- Date following the 30-calendar-day waiting period

### 7.4.B.2 Fraud Chargeback Reasons

### Table 7-9: Fraud Chargeback Reasons

Fraud Chargeback Reasons	Reason Code	Time Limit (Calendar Days)
Fraudulent Multiple Transactions	57	120
Counterfeit Transaction	62	120
Fraudulent Transaction—Card Present Environment	81	120
Fraudulent Transaction—Card-Absent Environment	83	120

### 7.4.B.3 Authorization Error Chargeback Reasons

### Table 7-10: Authorization Error Chargeback Reasons

Authorization Error Chargeback Reasons	Reason Code	Time Limit (Calendar Days)
Declined Authorization	71	75
No Authorization	72	75
Expired Card	73	75
Non-Matching Account Number	77	75

7.4.B.4 Processing Error Chargeback Reasons

### 7.4.B.4 Processing Error Chargeback Reasons

### Table 7-11: Processing Error Chargeback Reasons

Processing Error Chargeback Reasons	Reason Code	Time Limit (Calendar Days)
Late Presentment	74	120
Incorrect Transaction Code	76	120
Incorrect Transaction Amount or Account Number	80	120
Duplicate Processing	82	120
Paid by Other Means	86	120
Transaction Exceeds Limited Amount	96	75

### 7.4.B.5 Cancelled/Returned Chargeback Reasons

### Table 7-12: Cancelled/Returned Chargeback Reasons

Cancelled/Returned Chargeback Reasons	Reason Code	Time Limit (Calendar Days)
Cancelled Recurring Transaction	41	120
Not as Described or Defective Merchandise	53	120
Credit Not Processed	85	120

#### 7.4.B.6 Non-Receipt of Goods or Services Chargeback Reasons

#### Table 7-13: Non-Receipt of Goods or Services Chargeback Reasons

Non-Receipt of Goods or Services Chargeback Reasons	Reason Code	Time Limit (Calendar Days)
Services Not Provided or Merchandise Not Received	30	120
Services Not Rendered—ATM or Visa TravelMoney Program Transactions	90	120

### 7.4.C Chargeback Time Limit

#### 7.4.C.1 General

#### 7.4.C.1.a The Chargeback time limit is generally calculated from:

- Central Processing Date of the first Presentment or
- Receipt date of requested Transaction Receipt, if the:
  - Chargeback is processed within 45 calendar days of the receipt of the Transaction Receipt **and**
  - Transaction Receipt was requested within 120 calendar days of the Central Processing Date of the Presentment and item was necessary to determine availability of a Chargeback right or was required as supporting documentation for the Chargeback reason used
- **7.4.C.1.b** When multiple requests are made for the same Transaction Receipt, the 45 calendarday extension to the Chargeback Period applies only to the first request.
- **7.4.C.1.c** The Chargeback time limit begins on the calendar day following these dates. The Central Processing Date of the Chargeback is counted as one day.

#### 7.4.C.2 Retrieval Request-Related Chargebacks

- 7.4.C.2.aAn Issuer may initiate Chargeback Reason Code 79, "Requested Transaction<br/>Information Not Received," as specified in Section 7.6, only when both:
  - Retrieval Request Reason Code 33, "Request for Legal Process or Fraud Analysis," was used as the reason for the request
  - Either:
    - 30 calendar days have passed since the Central Processing Date of the request
    - A Nonfulfillment Message was received and the Chargeback is initiated within 7 calendar days of receiving the Nonfulfillment Message

7.4.D Processing Requirements

7.4.C.2.b

An Issuer may initiate a Chargeback for another dispute reason, if available, when: The reason for the Retrieval Request was one of the following: Retrieval Request Reason Code 28, "Request for Copy Bearing Signature" - Retrieval Request Reason Code 29, "Request for T&E Document" - Retrieval Request Reason Code 30, "Request Due To Cardholder Inquiry"

- 30 calendar days have passed since the Central Processing Date of the request and
- · The requested copy was not received
- 7.4.C.2.c If the Issuer makes multiple requests for the same Transaction Receipt, only the first request is valid in determining Retrieval Request-related Chargeback rights.

#### 7.4.D Processing Requirements

#### 7.4.D.1 General

An Issuer must charge back each Transaction separately. The Issuer must **not** combine Transactions and charge them back as a single Transaction.

#### 7.4.D.2 Fraud-Related Chargebacks

- An Issuer that initiates a Chargeback for one of the following reasons may list the 7.4.D.2.a Account Number on the Exception File, with a Pickup Response, for at least 30 calendar days from the Central Processing Date of the Chargeback:
  - Chargeback Reason Code 57, "Fraudulent Multiple Transactions"
  - Chargeback Reason Code 62, "Counterfeit Transaction"
  - Chargeback Reason Code 79, "Requested Transaction Information Not Received," as the result of a Retrieval Request Reason Code 33, "Request for legal process or fraud analysis"
  - Chargeback Reason Code 81, "Fraud-Card-Present Environment"
  - Chargeback Reason Code 83, "Fraud—Card-Absent Environment"
- If the Account Number is not listed as specified in Section 7.4.D.2.a, the Issuer must 7.4.D.2.b not initiate a subsequent Chargeback for any of the Chargeback rights specified in Section 7.4.D.2 for any Transaction occurring on the same Account Number during a 30-calendar-day period following the Central Processing Date of the initial Chargeback.

7.4.D.3	Documentation
7.4.D.3.a	An Issuer must provide an Acquirer with the following Chargeback documentation for each Transaction, if required:
	<ul> <li>When documentation is required to support a Chargeback, documentation, Issuer certification, or information on the Visa Resolve Online Dispute Resolution Questionnaire to prove.</li> </ul>
	<ul> <li>When information, not available as Member Message Text, is required to support a Chargeback, documentation, Issuer certification, or information on the Visa Resolve Online Dispute Resolution Questionnaire to prove.</li> </ul>
	<ul> <li>When a Cardholder letter is required, other than a certification asserting fraudulent use of a Card or Account Number, one of the following:</li> </ul>
	<ul> <li>A letter from the Cardholder, a printed copy of an e-mail that shows the Cardholder's name and e-mail address, or a fax sent directly from a personal computer and identifying the Cardholder as the sender</li> </ul>
	<ul> <li>A certification, completed by the Issuer on behalf of the Cardholder, that conveys the required information for the applicable Chargeback right</li> </ul>
	<ul> <li>For a Vehicle-Specific Fleet Card Transaction, a signed certification, or statement to the Issuer, from the individual that engaged in the Transaction with the Merchant</li> </ul>
	<ul> <li>For all other non-fraud related Commercial Visa Product Transactions, a letter or statement from an individual representing the Issuer's commercial customer, in lieu of the Cardholder or individual that engaged in the Transaction with the Merchant</li> </ul>
	<ul> <li>Other documentation as specified for each Chargeback</li> </ul>
7.4.D.3.b	In addition to any applicable required documentation specified in Section 7.4.D.3.a, for asserted fraudulent use of a Card or Account Number, the Issuer must provide a signed Cardholder certification denying participation in the Transaction (Each fraudulent Transaction does not require a separate certification.) The signed Cardholder certification may bear either:
	Cardholder's actual signature
	<ul> <li>Cardholder's signature received in a Secured Online Banking Environment, maintained by the Issuer. In this environment, any representation by the Cardholder that establishes a unique identity constitutes a signature.</li> </ul>
	When a signed Cardholder certification has been received in a Secured Online Banking Environment, the Issuer must indicate, in its Chargeback documentation, that the unique identity constitutes the Cardholder's signature.
7.4.D.3.c	Visa U.S.A may require the Issuer to provide Cardholder certification if it determines that such certification is required to resolve an Arbitration case.
7.4.D.3.d	An Issuer may provide an Acquirer with any additional documentation or information necessary to substantiate the dispute.

7.4.D.4 Delivery

### 7.4.D.4 Delivery

The Issuer must transmit documentation through Visa Resolve Online:

- Within one day of the Central Processing Date of the Chargeback or
- On the Issuer's next available batch-processing day

### 7.5 Representments

### 7.5.A Representment Reasons and Conditions

An Acquirer may re-present a Transaction to the Issuer for one of the reasons listed in *Table 7-14*, within the specified time limits. The Representment time limit is generally calculated from the Central Processing Date of the Chargeback.

All Representments in the following table appear in more detail in Section 7.6.

 Table 7-14:
 Representment Reasons and Time Limits

Conditions	Time Limit <sup>1</sup> (Calendar Days)
Acquirer must allow 8 calendar days from the Central Processing Date of the Chargeback for document receipt and then must exercise its Representment right within the next 37 calendar days.	45
	45
See each Chargeback listed in Section 7.6.	45
See each Chargeback listed in Section 7.6.	45
Send legible or valid copy of requested item.	45
See each Chargeback listed in Section 7.6.	45
	Acquirer must allow 8 calendar days from the Central Processing Date of the Chargeback for document receipt and then must exercise its Representment right within the next 37 calendar days. See each Chargeback listed in <i>Section 7.6.</i> See each Chargeback listed in <i>Section 7.6.</i> Send legible or valid copy of requested item.

### 7.5.B Processing Requirements

The Acquirer must return the same Reason Code that was received in the Chargeback Clearing Record.

#### 7.5.B.1 Documents

#### 7.5.B.1.a The Acquirer must provide the Issuer with the following:

- Any documentation, or information, to remedy the Chargeback
- When a Member Message Text is not available, documentation, Acquirer certification, or information on the Visa Resolve Online Dispute Resolution Questionnaire to support a Representment
- For non-fraud related disputes, the Acquirer may also provide documentation or Acquirer certification, in lieu of a Merchant letter, to convey the required information for a Representment right.

### 7.5.B.2 Delivery

The Acquirer must transmit this documentation through Visa Resolve Online:

- Within one day of the Central Processing Date of the Representment or
- On the Acquirer's next available batch-processing day

### 7.6 Chargebacks by Reason Codes

Chargebacks at a glance, *Table 7-15*, lists all Reason Codes in numerical order and includes a brief description of each Chargeback.

Table 7-15: Chargebacks at a Glance, Listed in Numerical Order

Reason Code	Reason Code Title and Description	Time Limit (Calendar Days)	Volume II— Dispute Resolution Rules, Page Number
30	Services Not Provided or Merchandise Not Received A Merchant was either unwilling or unable to provide services or shipped merchandise was not received or available for pickup.	120	1-26
41	Cancelled Recurring Transaction A Merchant continued to charge a Cardholder for a Recurring or Preauthorized Health Care Transaction despite cancellation notification, <b>or</b> Transaction amount not within preauthorized range.	120	1-30
53	Not As Described or Defective Merchandise Goods or services received were not the same as described on the Transaction Receipt or other documentation presented to the Cardholder at the time of the purchase or, for a Mail/Phone Order Transaction, not the same as the Merchant's verbal description, <b>or</b> merchandise was received damaged, defective or otherwise unsuitable for the purpose sold.	120	1-34
57	Fraudulent Multiple Transactions Multiple Transactions from a single Card occurred at the same Merchant Outlet without Cardholder permission.	120	1-40
60	Requested Copy Illegible or Invalid Issuer received an illegible Transaction Receipt, an incomplete Substitute Transaction Receipt, or an Invalid Fulfillment.	7	1-44
62	Counterfeit Transaction Counterfeit Transaction occurred at Merchant or Member location where required risk control procedures were not followed or Counterfeit Magnetic-Stripe Transaction or Chip-initiated Transaction occurred in which Authorization was obtained without transmission of the entire unaltered data on the track of the Magnetic Stripe or Chip.	120	1-48
71	Declined Authorization A Merchant completed a Transaction after receiving a Decline Response.	75	1-52
72	No Authorization A Merchant did not obtain Authorization for a Transaction	75	1-58

Table 7-15:	Chargebacks at a	Glance. Listed in	Numerical Order
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Reason Code	Reason Code Title and Description	Time Limit (Calendar Days)	Volume II— Dispute Resolution Rules, Page Number
73	Expired Card A Merchant completed a Transaction with a Card that expired prior to the Transaction Date and the Merchant did not obtain Authorization.	75	1-64
74	Late Presentment An Acquirer did not process the Transaction within the required time limit.	120	1-66
75	Cardholder Does Not Recognize Transaction Cardholder does not recognize the Transaction and, for a Transaction completed in a Card- Present Environment, Acquirer failed to fulfill a properly requested Retrieval Request.	120	1-70
76	Incorrect Transaction Code An Acquirer processed a Transaction using an incorrect Transaction code.	120	1-74
77	Non-Matching Account Number A Transaction using an Account Number <b>not</b> on the Issuer's master file was processed, and no Authorization was obtained.	75	1-76
79	Requested Transaction Information Not Received Issuer did not receive the correct Transaction Receipt that was properly requested using Retrieval Request Reason Code 33, "Request for Legal Process or Fraud Analysis."	7	1-78
80	Incorrect Transaction Amount or Account Number or Invalid Adjustment An Acquirer processed a Transaction using an incorrect Account Number or Transaction amount or incorrectly processed an Adjustment.	120	1-82
81	Fraudulent Transaction—Card-Present Environment Merchant processed a Transaction in a Card-Present Environment and a Card Imprint or Cardholder signature is missing on the Transaction Receipt, <b>or</b> Cardholder signature is missing and a PIN was not obtained.	120	1-86
82	Duplicate Processing A single Transaction was processed more than once.	120	1-90

Table 7-15: Chargebacks at a Glance, Listed in Numerical Order (Continued)

Table 7-15: Chargebacks at a Glance, Listed in Numerical Order

Reason Code	Reason Code Title and Description	Time Limit (Calendar Days)	Volume II— Dispute Resolution Rules, Page Number
83	Fraudulent Transaction—Card-Absent Environment Merchant processed a Transaction in a Card-Absent Environment without Cardholder permission or with a Fictitious Account Number, <b>or</b> processed an Electronic Commerce Transaction that meets specified requirements.	120	1-92
85	Credit Not Processed The Merchant issued a Credit Transaction Receipt or provided a refund acknowledgment, but a Credit Transaction was not processed through Interchange; <b>or</b> the Cardholder returned merchandise or cancelled merchandise or services and the Merchant did not issue a Credit Transaction Receipt/refund acknowledgment.	120	1-98
86	Paid By Other Means A Transaction was paid by an alternate means and also posted to the Cardholder's account.	120	1-102
90	Services Not Rendered—ATM or Visa TravelMoney Program Transactions Cardholder acknowledged participation in an ATM or Visa TravelMoney Program Transaction and no funds or only a portion of requested funds were received.	120	1-104
96	Transaction Exceeds Limited Amount A Limited-Amount or Self-Service Terminal Transaction exceeded the allowed amount.	75	1-106

Table 7-15: Chargebacks at a Glance, Listed in Numerical Order (Continued)

## 7.7 Introduction — Arbitration

Arbitration allows Visa U.S.A. to assign liability for a disputed Transaction when the Chargeback and Representment process fails to resolve the dispute. This chapter specifies the allowable reasons and procedures for Arbitration.

### 7.8 Arbitration Process

A Member may file for Arbitration under any of the following conditions.

### 7.8.A Arbitration Filing Conditions

If Members cannot resolve a Chargeback-related dispute, a Member may request Arbitration from Visa U.S.A. within the allowable time limits. Unless otherwise specified, a Member must use all available Chargeback and Representment rights before filing for Arbitration.

### 7.8.B Pre-Arbitration

### 7.8.B.1 Notification

### **7.8.B.1.a**Before filing for Arbitration, the requesting Member:

- Must make a pre-Arbitration attempt if **new** information is being provided in the case filing
- May make a pre-Arbitration attempt if it chooses

## **7.8.B.1.b** When made, a pre-Arbitration notification must be sent at least 30 calendar days prior to the Arbitration filing date and must include **all** of the following:

- Notification date
- Clear identification as a pre-Arbitration attempt
- Planned Arbitration filing date
- Dispute reason and identification of new information
- All pertinent documentation/information

### 7.8.B.1.c ATM Cash Disbursement Transaction Log

An Issuer that requires a copy of an ATM Cash Disbursement Transaction log must make a pre-Arbitration attempt, as specified in *Section 7.8.B.2*. The Issuer must certify that the ATM Cash Disbursement Transaction log is either:

- Required by its Cardholder or
- Needed for legal or insurance purposes

## **7.8.B.1.d** All documentation required to support a pre-Arbitration attempt at resolution must be transmitted through Visa Resolve Online:

- · At the same time as the pre-Arbitration attempt
- As specified in the Visa U.S.A. Inc. Operating Regulations and in the appropriate VisaNet User's Manuals

### 7.8.B.2 Pre-Arbitration Acceptance—ATM Disputes

An Acquirer that receives a pre-Arbitration attempt, as specified in *Section 7.8.B.1.c*, must supply, within 30 calendar days of the pre-Arbitration notification date, a copy of the ATM Cash Disbursement Transaction log containing at least:

- Account Number
- Transaction Date
- Transaction time or sequential number identifying the individual Transaction
- ATM number
- Code indicating whether the Transaction was successful

### 7.8.B.3 Pre-Arbitration Acceptance or Rebuttal

- 7.8.B.3.a If the
- If the opposing Member accepts financial responsibility for the disputed Transaction, it must either:
  - Credit the requesting Member through VisaNet, as specified in *Volume I—General Rules*, *Section 9.6.C*, within 30 calendar days of the pre-Arbitration notification date
  - Credit the requesting Member through Visa Resolve Online within 30 calendar days of the pre-Arbitration notification date
- **7.8.B.3.b** If the opposing Member does **not** accept financial responsibility for the disputed Transaction, the requesting Member may pursue Arbitration.

### 7.8.C Arbitration

### 7.8.C.1 Filing Reasons

- A Member may file for Arbitration under any of the following conditions but not limited to:
- Issuer can provide evidence to substantiate the Chargeback.
- Required documentation or information to support the Representment was incomplete or not received within 8 calendar days from the Central Processing Date of the Representment.<sup>1</sup>
- Representment was invalid.
- Issuer processed a second Chargeback.
- For ATM disputes, a Member may file Arbitration for any of the following:
  - Acquirer's Reference Number or Account Number in the Representment did not match the original data in the first Presentment.
  - Acquirer improperly re-presented a Transaction Receipt, as specified in *Volume II—Dispute Resolution Rules, Section 1.5.*
  - Issuer processed a second Chargeback.

<sup>&</sup>lt;sup>1</sup> The Central Processing Date is not counted as one day.

### 7.8.D Filing Procedures

### 7.8.D.1 Time Limit

7.8.D.1.a	The requesting Member must file its Arbitration request with Visa U.S.A. within one of
	the following: <sup>1</sup>

- 30 calendar days of the Central Processing Date of the last Chargeback or Representment
- For disputes involving pre-Arbitration, 60 calendar days of the Central Processing Date of the last Chargeback or Representment. The 60 calendar-day period includes the 30 calendar-day pre-Arbitration waiting period, as specified in *Section 7.8.B.*
- **7.8.D.1.b** For a complaint involving non-receipt of supporting documentation, the requesting Member must **not** initiate an Arbitration request until the 8 calendar-day waiting period has elapsed.
- **7.8.D.1.c** If the requesting Member does not meet the required time limit, the Member loses its Arbitration right and must assume financial liability for the Transaction.

### 7.8.D.2 Required Documentation

When seeking Arbitration, the requesting Member must submit all necessary documentation.

Unless specifically requested by the Arbitration Committee, no additional documentation will be accepted subsequent to the initial Arbitration request.

### 7.8.D.3 Filing Fee

- **7.8.D.3.a** For Arbitration requests submitted to Visa U.S.A., the Member found financially liable for the Transaction will be assessed a filing fee through the Global Member Billing Solution, as specified in the *Visa U.S.A. Inc. Pricing Directory*.
- **7.8.D.3.b** If either Member accepts the case prior to a decision by Visa U.S.A., that Member will be assessed the filing fee.
- **7.8.D.3.c** If the opposing Member accepts the case prior to a decision by Visa U.S.A., the requesting Member may collect reimbursement of the filing fee, as specified in the *Volume I—General Rules, Section 9.7.A.*

### 7.8.D.4 Delivery

All documentation required to support an Arbitration case filing or response must be transmitted through Visa Resolve Online.

<sup>&</sup>lt;sup>1</sup> The Central Processing Date is not counted as one day.

7.8.E Invalid Requests

### 7.8.E Invalid Requests

If Visa U.S.A. determines that a request is invalid, Visa U.S.A. may reject the request and retain the filing fee in certain circumstances, such as:

- Documentation is insufficient or illegible.
- Required documentation was not provided to the opposing Member.
- Requesting Member did not file the request within the required time limits.
- Requesting Member did not use available remedies provided for in the Visa U.S.A. Inc. Operating Regulations.
- Member did not use Visa Resolve Online for sending all support documentation, as specified in *Section 7.8*.

### 7.8.F Valid Requests

### 7.8.F.1 Member Responsibility

Each Member must fully cooperate with Visa U.S.A. and provide any relevant documentation upon request.

### 7.8.F.2 Visa U.S.A. Arbitration Decision

- **7.8.F.2.a** The Arbitration Committee uses all of the following in making its decision:
  - Facts presented
  - Available information
  - Intent of any related Operating Regulations

It also refers to the *Visa U.S.A. Inc. Operating Regulations* effective on the Transaction Date and bases its decision on them.

- **7.8.F.2.b** The decision of the Arbitration Committee is final and not subject to any challenge, except for the right of appeal permitted under *Section 7.9*.
- **7.8.F.2.c** When an Issuer's and Acquirer's Authorization records differ, the Visa System records will prevail.
- **7.8.F.2.d** When an Issuer's and Acquirer's Authentication Records differ, the Visa system records will prevail.
- **7.8.F.2.e** The Arbitration Committee disregards documentation relating to the Chargeback that waives the Cardholder's right to dispute the Transaction with the Issuer, as specified in *Section 5.2.B.6.c.*
- **7.8.F.2.f** The Arbitration Committee, at its discretion, considers all available evidence, as well as the technical qualifications of the Chargeback, to ensure an equitable ruling for all parties concerned. The decision may result in both Members sharing financial responsibility for the disputed amount and any related fees.

**7.8.F.2.g** The Arbitration Committee informs both Members of its decision in writing.

### 7.8.F.3 Financial Liability

Except as specified in *Section 7.8.F.3.c* the responsible Member is financially liable for **all** of the following<sup>1</sup>:

- Transaction amount
- Review fee
- Filing fee
- **7.8.F.3.a** Either Member in an Arbitration dispute may also be liable for a X penalty fee for each technical violation of the *Visa U.S.A. Inc. Operating Regulations*
- **7.8.F.3.b** Visa U.S.A. may determine that both Members share responsibility for the disputed amount and/or the filing fee.
- **7.8.F.3.c** Visa U.S.A. will debit or credit the Members involved as appropriate, including split amounts if both Members share responsibility for the disputed amount and/or filing fee, through the Global Member Billing Solution.

### 7.8.G Appeal Rights

### 7.8.G.1 Dispute Amount

The dollar amount of the dispute determines whether the adversely affected Member may appeal the decision, as shown in *Table 7-16*.

Disputed Amount	Appeal Right	Appeal Review By
Less than \$5,000	None	Not Applicable
\$5,000 or greater	Only if Member can provide new evidence	Arbitration Committee

### 7.8.G.2 Time Limits

The adversely affected Member must file any appeal within 45 calendar days of the decision Notification date.

<sup>&</sup>lt;sup>1</sup> Filing, review, and penalty fee amounts are specified in the Visa U.S.A. Inc. Pricing Directory.

7.8.G.3 Appeal Decision

	7.8.G.3	Appeal Decision
	7.8.G.3.a	The Visa U.S.A. review committee bases its decision on the new information, not previously available during the original case filing, provided by the requesting Member. Each Member may submit arguments supporting its position. All decisions are final and not subject to any challenge.
I	7.8.G.3.b	Visa U.S.A. may decline an appeal if the new information is insufficient to support a change to the initial Arbitration Committee decision. If the case is declined, Visa U.S.A. retains the appeal fee.

## 7.9 Introduction — Compliance

Compliance allows a Member that has no Chargeback or Representment right to file a complaint against another Member to recover losses resulting from a violation of the *Visa U.S.A. Inc. Operating Regulations*. This chapter specifies the allowable reasons and procedures for Compliance.

Violations not involving a Transaction are resolved as specified in *Volume I—General Rules*, *Section 1.10*, and as deemed appropriate by Visa U.S.A.

## 7.10 Compliance Process

A Member may file for Compliance for any violation of the *Visa U.S.A. Inc. Operating Regulations* related to any one of the following categories:

- Interchange Reimbursement Fee Violations
- Effective through April 29, 2009, for violations reported in CAMS Events dated prior to November 1, 2008, Storage of Magnetic Stripe and/or PIN Data Violations
- Any other Visa U.S.A. Operating Regulation Violations

## 7.11 Compliance Filing Conditions

A Member may file for Compliance if the conditions specific to each violation type are satisfied as follows:

### 7.11.A Interchange Reimbursement Fee Compliance

A Member may file Compliance for violations of the *Visa U.S.A. Inc. Operating Regulations* that result in assessment of an incorrect Interchange Reimbursement Fee.

Conditions and requirements for filing Interchange Reimbursement Fee Compliance are specified in *Volume II—Dispute Resolution Rules*, Chapter 5, "*Interchange Reimbursement Fee Compliance*."

### 7.11.B Account Compromise-Related Rights

A Member may seek recovery for counterfeit Visa, Interlink, or Plus Transactions resulting from a violation of the Visa U.S.A. Inc. Operating Regulations, as follows:

### 7.11.B.1 Account Data Compromise Recovery (ADCR) Process For Visa Transactions

- 7.11.B.1.a A Member may recover losses for counterfeit Visa Transactions associated with an account compromise event resulting from a violation of the Visa U.S.A. Inc. Operating Regulations as specified in either:
  - Volume I—General Rules, Section 5.2.1.3.b, involving storage of the full contents of any track on the Magnetic Stripe subsequent to Authorization of a Transaction. Such violations are resolved as specified in Chapter 4, "Account Data Compromise Recovery Process."
  - Volume I—General Rules, Section 2.2.R, involving non-compliance with the Payment Card Industry Data Security Standard that could allow a compromise of the full contents of any track on the Magnetic Stripe
    - Effective for all Qualifying CAMS Events that occur prior to January 22, 2008, the recovery must be initiated through a pre-Compliance filing no later than March 21, 2008 and Compliance must be filed no later than April 20, 2008
    - Effective for all Qualifying CAMS Events that occur on or after January 22, 2008, such violations are resolved as specified in Chapter 4, "Account Data Compromise Recovery Process."
  - Volume I—General Rules, Section 2.3.F.8 and Section 4.2.K.2, involving noncompliance with the PIN security requirements, as specified in the PIN Management Requirements Documents
    - Effective for CAMS Events that occur prior to November 1, 2008, the recovery must be initiated through a pre-Compliance filing no later than February 28, 2009, and Compliance must be filed no later than April 29, 2009
    - Effective for all Qualifying CAMS Events that occur on or after November 1, 2008, such violations are resolved as specified in Chapter 4, "Account Data Compromise Recovery Process."

### Chapter 7: Dispute Resolution

7.11.B.2 Counterfeit Interlink or Plus Transactions relating to Visa Data Security Violations (Effective through April 29, 2009, for violations reported in

7.11.B.2 Counterfeit Interlink or Plus Transactions relating to Visa Data Security Violations (Effective through April 29, 2009, for violations reported in

# 7.11.B.2 Counterfeit Interlink or Plus Transactions relating to Visa Data Security Violations (Effective through April 29, 2009, for violations reported in CAMS Events that occur prior to November 1, 2008)

- 7.11.B.2.a A Member may file Compliance for Visa Transaction violations involving storage of the full contents of any track on the Magnetic-Stripe and/or failure to comply with PIN security requirements, if **all** of the following can be substantiated:
  - Violation of the Visa U.S.A. Inc. Operating Regulations occurred
  - The violation involving storage of the full contents of any track on the Magnetic Stripe and/or failure to comply with PIN security requirements, as specified in *Volume I—General Rules, Section 2.2.P* and *Section 4.2.K.2*, occurred on a Visa Transaction (i.e., Visa ATM Network Transaction), and the subsequent financial loss was associated with either:
    - An Interlink transaction or
    - A Plus transaction
  - Member has no chargeback or representment right
  - Member incurred or will incur a financial loss as a **direct result** of the violation
  - Member would not have incurred the financial loss if the violation did not occur
- 7.11.B.2.bConditions and requirements for filing Compliance for counterfeit Interlink and Plus<br/>transactions as stipulated in this section are specified in Section 7.21 and<br/>Section 7.22 of this chapter.

### 7.11.C All Other Compliance Rights

For all other violations of the Visa Operating Regulations, a Member may file for Compliance if **all** of the following can be substantiated:

- Violation of the Visa U.S.A. Inc. Operating Regulations occurred
- Member has no Chargeback or Representment right
- Member incurred or will incur a financial loss as a direct result of the violation
- Member would not have incurred the financial loss if the violation did not occur

Conditions and requirements for filing Compliance for all other violations as stipulated in this section are specified in *Section 7.15* and *Section 7.16* of this chapter.

## 7.11.C.1 Counterfeit Interlink or Plus Transactions relating to Visa Data Security Violations (Effective with Qualifying CAMS Events that occur on or after November 1, 2008)

- 7.11.C.1.a Violations involving storage of the full contents of any track on the Magnetic Stripe, failure to comply with the PIN Management Requirements Documents, or noncompliance with Payment Card Industry Data Security Standards that could allow a compromise of Magnetic-Stripe Data are resolved as specified in Chapter 4, "Account Data Compromise Recovery Process."
  - Effective for CAMS Events that occur prior to November 1, 2008, for violations of Payment Card Industry Data Security Standards or PIN Management Requirements Documents that do not involve storage of Magnetic-Stripe Data or PIN data, the recovery must be initiated through a pre-Compliance filing no later than December 30, 2008, and Compliance must be filed no later than January 29, 2009
  - Effective for CAMS Events that occur prior to November 1, 2008, for violations of Payment Card Industry Data Security Standards or PIN Management Requirements Documents involving storage of Magnetic-Stripe Data and/or PIN data, the recovery must be initiated through a pre-Compliance filing no later than February 28, 2009, and Compliance must be filed no later than April 29, 2009

## 7.12 Pre-Compliance for Counterfeit Interlink or Plus Transactions (Effective through February 28, 2009, for violations reported in CAMS Events dated prior to November 1, 2008)

### 7.12.A Notification

Before filing Compliance for Transactions involving storage of full contents of any track on the Magnetic Stripe and/or failure to comply with PIN security requirements, as specified in *Section 7.12.B.2*, the requesting Member must attempt in writing to resolve the dispute with the opposing Member at least 60 calendar days prior to the Compliance filing date.

Such notification must include the following:

- Correspondence date
- · Clear identification as pre-Compliance
- Planned Compliance filing date
- Disputed violation and specific section of the Visa U.S.A. Inc. Operating Regulations
- All pertinent documentation

A properly completed *Pre-Compliance Dispute Resolution Form (Exhibit 9)* must be included with the documentation required to support the pre-Compliance attempt.

All documentation or information required to support a pre-Compliance attempt must be transmitted through Visa Resolve Online:

- At the same time as the pre-Compliance attempt
- As specified in the Visa U.S.A. Inc. Operating Regulations and in the appropriate VisaNet User's Manual

### 7.12.B Pre-Compliance Bundling

For Transactions involving storage of full contents of any track on the Magnetic Stripe and/or failure to comply with PIN security requirements, an Issuer may bundle in a single pre-Compliance attempt up to a maximum of 10 counterfeit transactions associated with an account compromise event at an Acquirer, its Agent, or a Merchant.

The bundled Transactions may include:

- Multiple transactions involving a single Cardholder account
- · Multiple transactions from different Cardholder accounts

Visa reserves the right to impose other conditions if the bundling allowance is used inappropriately by a Member. See *Section 7.14.C* for more information about filing fees.

### 7.12.C Pre-Compliance Acceptance

If the opposing Member accepts financial responsibility for the disputed Transaction, it must either credit the requesting Member through BASE II, as specified in the *Volume I—General Rules, Section 9.6.C*, or Visa Resolve Online, within 60 calendar days of the pre-Compliance correspondence date.

### 7.12.D Attempt to Resolve Dispute

Before filing for Compliance, the Issuer must verify that no credit has been posted to the Cardholder's account.

## 7.13 Compliance for Counterfeit Interlink or Plus Transactions (Effective through April 29, 2009, for violations reported in CAMS Events dated prior to November 1, 2008)

### 7.13.A Documentation Requirements

If an Acquirer, its Agent, or a Merchant stored the full contents of any track on the Magnetic Stripe subsequent to Authorization of a Transaction, and/or violated PIN security requirements, and if a disputed Interlink or Plus transaction resulted from such violation, an Issuer may file a Compliance case against the Acquirer.

When seeking Compliance, the requesting Member must submit all necessary documentation. At a minimum, supporting documentation must include:

- Documentation proving financial loss as a direct result of the alleged violation, along with a copy of the CAMS Alert that includes the Cardholder Account Number and indicates that the Magnetic-Stripe Data was suspected to be compromised
- For a Compliance case involving bundled transactions, a summary page that lists the Account Number and the transaction amount for each counterfeit Visa Card with an Interlink or Plus Transaction
- A signed Cardholder letter affirming that the Cardholder did not authorize or participate in the transaction and that the Cardholder, or an authorized person, was in possession of the Card on the date of the alleged counterfeit transaction
- Certification by the Member confirming direct contact with the Cardholder to verify that the Card was in the possession of the Cardholder, or an authorized person, on the date of the alleged counterfeit transaction, if the letter from the Cardholder does not expressly include such affirmation
- Detailed analysis of the Issuer's fraud investigative reports supporting that the counterfeit transactions are linked to an account compromise event at an Acquirer, its Agent, or Merchant that has electronically stored Magnetic-Stripe Data and/or failed to comply with PIN security requirements for a Visa Transaction subsequent to Authorization
- Authorization record verifying that the full unaltered contents of the Magnetic Stripe were read for the disputed Interlink or Plus transaction

- Visa Authorization record verifying that the full unaltered contents of the Magnetic Stripe were read (POS Entry Mode Code value) and the valid Transaction was conducted during the period of the compromise exposure outlined in the CAMS Alert
- Member certification that no chargeback right for Interlink or Plus, as specified in the Interlink Network, Inc. or Plus System, Inc. Operating Regulations respectively, exists for all the disputed transactions listed on the summary page as specified in this section
- Any other pertinent documentation (e.g., proof of a pre-Compliance attempt submitted by the Issuer giving the opposing Acquirer 60 days to respond, information submitted to the Acquirer, Acquirer response to the pre-Compliance attempt, etc.)
- Documentation that the original Transaction, which was allegedly stored by the compromised Acquirer, its Agent, or Merchant, was processed as a Visa Transaction (e.g., not processed as a non-Visa PIN debit Transaction)

### 7.13.B Compliance Filing Procedures

The requesting Member must transmit its request to Visa U.S.A. through Visa Resolve Online within either:

- 180 calendar days of the Central Processing Date or
- 180 calendar days from the day following the date the Member discovered the violation, not to exceed 2 years from the Transaction Date, if evidence of the violation was not previously available to the Member

### 7.13.C Filing Fee for Interlink or Plus Compliance

For Compliance requests submitted to Visa U.S.A., the Compliance filing fees will be assessed as follows:

- The responsible Member will be assessed a filing fee through the Global Member Billing Solution, as specified in *Volume I—General Rules, Section 9.7.A.*
- If either Member accepts financial responsibility prior to a decision by Visa U.S.A., Visa assesses the filing fee to the responsible Member
- Upon determination of financial liability for the Compliance case, Visa assesses the filing fee to the responsible Member as specified in *Volume I—General Rules, Section 9.7.A.*

For Compliance cases involving allowable bundled transactions, as specified in *Volume I— General Rules, Section 7.13.B,* Members will be assessed one filing fee and one review fee per bundle of transactions. Visa reserves the right to assess the standard filing fees and penalties, or impose other conditions on a per account basis, if bundling is used inappropriately by a Member.

### 7.13.D Delivery

All documentation required to support a Compliance case filing or response must be transmitted through Visa Resolve Online:

- On the same day as the case filing or response
- As specified in the Visa U.S.A. Inc. Operating Regulations and in the appropriate VisaNet User's Manual

### 7.13.E Invalid Requests

If Visa U.S.A. determines that a request is invalid, it may retain the filing fee in certain circumstances, such as:

- Documentation is insufficient or illegible
- · Required documentation was not provided to the opposing Member
- Requesting Member did not file the request within the required time limits
- Requesting Member did not use available remedies provided for in the Visa U.S.A. Inc. Operating Regulations
- Submitted documentation does not include evidence of a valid written pre-Compliance
   attempt

### 7.13.F Valid Requests

### 7.13.F.1 Member Responsibility

Each Member must fully cooperate with Visa U.S.A. and provide any relevant documentation upon request.

### 7.13.F.2 Visa U.S.A. Compliance Decision for Interlink or Plus Compliance

- **7.13.F.2.a** The Compliance Committee uses all information available to it at the time of reaching its decision. It also refers to the *Visa U.S.A. Inc. Operating Regulations* effective on the Transaction Date and bases its decision on them. If the Compliance Committee determines that a request is valid, it may:
  - Allocate some or all responsibility to the Issuer if it is determined that the Cardholder's complaint is unreasonable **and**
  - Determine that Members share financial liability for both the disputed amount and all related fees payable to Visa U.S.A.

The decision of the Compliance Committee is final and not subject to any challenge, except for the right of appeal permitted under *Section 7.22.F* in this chapter.

- 7.13.F.2.b When an Issuer's and Acquirer's records differ, VisaNet records will prevail.
- **7.13.F.2.c** The Compliance Committee informs both Members of its decision in writing, through Visa Resolve Online.

### 7.13.G Financial Liability

Except as specified below, the responsible Member is financially liable for **all** of the following<sup>1</sup>:

- Transaction amount
- Review fee
- Filing fee

Visa may assess a penalty fee for either Member for each technical violation of the *Visa U.S.A. Inc. Operating Regulations*.

## 7.14 Pre-Compliance for Other Violations

### 7.14.A Notification

Before filing for Compliance, the requesting Member must attempt in writing to resolve the dispute with the opposing Member. This notification must be sent either:

• As specified in Section 7.16.B.5 at least 30 calendar days prior to the Compliance filing date

Such notification must include the following:

- Correspondence date
- Clear identification as pre-Compliance
- Planned Compliance filing date
- Disputed violation and the specific section of the Visa U.S.A. Inc. Operating Regulations violated
- All pertinent documentation

All documentation or information required to support a pre-compliance attempt must be transmitted through Visa Resolve Online:

- At the same time as the pre-Compliance attempt
- As specified in the Visa U.S.A. Inc. Operating Regulations and the appropriate VisaNet User's Manuals.

### 7.14.B Pre-Compliance Acceptance

If the opposing Member accepts financial responsibility for the disputed Transaction, it must either credit the requesting Member through BASE II, as specified in the *Volume I—General Rules, Section 9.6.C*, or Visa Resolve Online, within 30 calendar days of the pre-Compliance correspondence date.

<sup>&</sup>lt;sup>1</sup> Filing, review, and penalty fee amounts are specified in the Visa U.S.A. Inc. Pricing Directory.

### 7.14.C Attempt to Resolve Dispute

Before filing for Compliance, the Issuer must verify that no credit has been posted to the Cardholder's account.

## 7.15 Compliance for Other Violations

### 7.15.A Filing Reasons

A Member may file for Compliance for any violation of the *Visa U.S.A. Inc. Operating Regulations*, including those listed below:

### 7.15.A.1 Transaction Violations

7.15.A.1.a Chargeback Reduction Service Return

The Chargeback Reduction Service returned a valid Chargeback or Representment resulting from a Member or Clearing Processor transmitting invalid data such as:

- Incorrect Transaction Date
- Incorrect Merchant Category Code
- Incorrect state/country code, or Special Condition Indicator that is invalid for the Merchant or Transaction type
- 7.15.A.1.b Visa Reservation Service for Hotels or Vehicles (Specialized Vehicles and Peak-Time reservations only)

A Cardholder used the Card at a Visa Reservation Service Merchant Outlet to make reservations and one of the following occurred:

• Cardholder used and paid for the accommodations or vehicle rental services by an alternate means and was charged a No-Show Transaction fee.

*Required Documentation*: Receipt showing payment to the Merchant by an alternate means

• Merchant provided alternate accommodations or vehicle but the Cardholder was charged for the Transaction.

*Required Documentation*: Cardholder letter or Issuer certification confirming the date of arrival or vehicle rental, and location of the alternate accommodations or Car Rental Merchant

• No-Show Transaction amount was different than that quoted the Cardholder.

*Required Documentation*: Written confirmation copy with the quoted rates

 Merchant did not inform a Cardholder of the exact location of the Merchant Outlet. The Cardholder used and paid for the accommodations or vehicle rental at another outlet of that Merchant.

Required Documentation: Payment receipt copy for other Merchant Outlet

7.15.B Filing Procedures

7.15.A.1.c	Missing Required Transaction Data
	The Acquirer failed to transmit minimum required Transaction data, as specified in <i>VisaNet Clearing Message Content Standards (Exhibit NN)</i> .
	<i>Required Documentation:</i> Copy of the Interchange Report and the Transaction Receipt to support the discrepancy
7.15.A.1.i	Invalid Card or Service Code
	A Merchant completed a Transaction:
	<ul> <li>With a non-Visa Card that is not a Counterfeit Card or</li> </ul>
	<ul> <li>At a Magnetic-Stripe Terminal using a Card on which the Service Code was not valid for the Transaction type or</li> </ul>
	With a Visa TravelMoney Card at a:
	- Location other than an ATM participating in the Visa ATM Network or
	- Plus ATM
	This Compliance right does not apply to extended Service Codes that indicate positive Authorization mandatory (Online Authorization required).
	Required Documentation:
	Transaction Receipt and
	<ul> <li>For a Magnetic-Stripe Terminal Transaction, Issuer certification that the Service Code was not valid for the Transaction type</li> </ul>
7.15.A.1.I	Clearing Reversal Transactions
	The Clearing Processor initiated either a:
	Clearing Reversal that did not comply with Section 6.2.1 or
	<ul> <li>Credit Clearing Reversal beyond 30 calendar days from the Central Processing Date of the original Transaction</li> </ul>
7.15.B	Filing Procedures
7.15.B.1	Filing Time Limits
	The requesting Member must transmit its request to Visa U.S.A. through Visa Resolve Online within either:
	<ul> <li>90 calendar days of the Central Processing Date<sup>1</sup> or</li> </ul>
	Other date as specified in Section 7.16.B.1

<sup>&</sup>lt;sup>1</sup> The Central Processing Date is not counted as one day.

7.15.B.1.a	The calendar-day period includes pre-Compliance and begins on the day following
	these dates:

- For a Transaction violation, the:
  - Central Processing Date<sup>1</sup> or
  - Day following the date the Member discovered that a violation had occurred, not to exceed 2 years from the date of the Transaction where the violation occurred, if evidence of the violation was not previously available to the Member
- For violation of non-receipt of a Retrieval Request that exceeded the Chargeback Period but were within the retention period, the Central Processing Date of the Retrieval Request
- For a violation involving the Terminated Merchant File listing requirements specified in *Section 2.2.C*, one of the following:
  - Date the Merchant was notified by the previous Acquirer of its intent to terminate the Merchant Agreement
  - Date the previous Acquirer should have retroactively listed the Merchant on the Terminated Merchant File
  - Day following the date the Member discovered the Transaction that a violation had occurred, not to exceed 2 years from the date of where the violation occurred, if evidence of the violation was not previously available to the Member
- For other violations, the violation date

### 7.15.B.2 Required Documentation

When seeking Compliance, the requesting Member must submit, as specified in *Volume II—Dispute Resolution Rules*, *Section 3.4.A* of this chapter all necessary documentation.

### 7.15.B.3 Delivery

All Members must use Visa Resolve Online for sending all documentation required to support a pre-Compliance or Compliance case filing or response, as specified in the *Visa U.S.A. Inc. Operating Regulations* and in the appropriate *VisaNet User's Manuals.* 

All documentation required to support a Compliance case filing or response must be transmitted through Visa Resolve Online on the same day as the case filing or response.

<sup>&</sup>lt;sup>1</sup> The Central Processing Date is not counted as one day.

### 7.15.C Invalid Requests

If Visa U.S.A. determines that a request is invalid, it may retain the filing fee in certain circumstances, such as:

- Documentation is insufficient or illegible
- Required documentation was not provided to the opposing Member
- Requesting Member did not file the request within the required time limits
- Requesting Member did not use available remedies provided for in the Visa U.S.A. Inc. Operating Regulations
- Submitted documentation does not include evidence of a valid written pre-Compliance attempt

### 7.15.D Valid Requests

### 7.15.D.1 Member Responsibility

Each Member must fully cooperate with Visa U.S.A. and provide any relevant documentation upon request.

### 7.15.D.2 Visa U.S.A. Compliance Decision

7.15.D.2.a	The Compliance Committee uses all information available to it at the time of reaching its decision. It also refers to the <i>Visa U.S.A. Inc. Operating Regulations</i> effective on
	the Transaction Date and bases its decision on them. If the Compliance Committee determines that a request is valid, it may:

- Allocate some or all responsibility to the Issuer if it is determined that the Cardholder's complaint is unreasonable **and**
- Determine that Members share financial liability for both the disputed amount and all related fees payable to Visa U.S.A.

The decision of the Compliance Committee is final and not subject to any challenge, except for the right of appeal permitted under *Section 7.17* in this chapter.

- 7.15.D.2.b When an Issuer's and Acquirer's records differ, the VisaNet records will prevail.
- 7.15.D.2.c The Compliance Committee informs both Members of its decision in writing, through Visa Resolve Online.

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7.15.D.3 Financial Liability
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## **7.15.D.3.a** Except as specified in *Section 7.16.D.3.b*, the responsible Member is financially liable for **all** of the following<sup>1</sup>:

- Transaction amount
- Review fee
- Filing fee

<sup>&</sup>lt;sup>1</sup> Review, filing, and penalty fee amounts are specified in the *Visa U.S.A. Inc. Pricing Directory*.

**7.15.D.3.b** Either Member in a Compliance dispute may be liable for a penalty fee for each technical violation of the *Visa U.S.A. Inc. Operating Regulations*.

## 7.16 Appeal Rights

### 7.16.A Dispute Amount

The dollar amount of the dispute determines whether the adversely affected Member may appeal the decision, as shown in *Table 7-17*.

Table 7-17:	Compliance	Appeal Rights
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Disputed Amount	Appeal Right	Appeal Review By
Less than \$5,000	None	Not Applicable
\$5,000 or greater <sup>1</sup>	Only if Member can provide <b>new</b> evidence	Compliance Committee
1. For Compliance cases involving allowable bundled Transactions as specified in Section 3.7.B.3, or effective through February 28, 2009, for violations reported in CAMS Events dated prior to November 1, 2008 Section 3.4.B, an appeal right applies only to single Transactions of \$5,000 or greater within a bundled set of Transactions.		

### 7.16.B Time Limits

The adversely affected Member must file any appeal within 45 calendar days of the decision Notification date.

### 7.16.C Appeal Fee

An appeal fee will be assessed as specified in the Visa U.S.A. Inc. Pricing Directory.

### 7.16.D Appeal Decision

The Visa U.S.A. review committee bases its decision on the new information, that was not previously available to the member at the time of the original filing, provided by the requesting Member. Each Member may submit arguments supporting its position. All decisions are final and not subject to any challenge.

Visa U.S.A. may decline an appeal if the new information is insufficient to support a change to the initial Compliance Committee decision. If the case is declined, Visa U.S.A. retains the appeal fee.

## 7.17 Introduction — Account Data Compromise Recovery Process

### 7.17.A Overview

The Account Data Compromise Recovery (ADCR) process allows Visa U.S.A. to determine the monetary scope of an account compromise event, collect from the responsible Member, and reimburse Members that have incurred losses as a result of the event. This process is only available when there has been a violation of either:

Effective for Qualifying CAMS Events that occur on or after November 1, 2008, ADCR allows recovery of counterfeit transaction losses across all Visa-owned brands (i.e., Visa, Interlink, and Plus) when a violation, attributed to another Visa Member, could have allowed data to be compromised and the subsequent financial loss was associated with **any** of the following:

- A Visa Transaction
- An Interlink transaction
- A Plus transaction

This process is only available when there has been a violation of **at least one** of the following:

- Volume I—General Rules, Chapter 5, "Card & Cheque Acceptance," Section 5.2.1.3, involving electronic storage of the full contents of any track on the Magnetic Stripe subsequent to Authorization of a Transaction
- Effective for Qualifying CAMS Events that occur on or after January 22, 2008, Volume I—General Rules, Chapter 2, "Risk Management & Security," Section 2.2.R, involving non-compliance with the Payment Card Industry Data Security Standard that could allow a compromise of the full contents of any track on the Magnetic Stripe
- Effective for Qualifying CAMS Events that occur on or after November 1, 2008, Volume I—General Rules, Chapter 2, "Risk Management & Security," Section 2.3.F.8, or Chapter 4, "Acquirer Standards," Section 4.2.J.2, involving the PIN Management Requirements Documents that could allow a compromise of PIN data for a Visa Transaction, a Plus transaction, or an Interlink transaction subsequent to Authorization

The Account Data Compromise Recovery process includes:

- Counterfeit Fraud Recovery
- Operating Expense Recovery

### 7.17.B Exclusions

**For CAMS Events that occur prior to January 22, 2008**, violations of the *Visa U.S.A. Inc. Operating Regulations* not involving storage of Magnetic-Stripe Data are excluded from this process. Such violations are resolved as specified in *Volume II—Dispute Resolution Rules*, Chapter 3, "*Compliance*," **or** Chapter 5, "*Interchange Reimbursement Fee Compliance*."

Effective for Qualifying CAMS Events that occur on or after January 22, 2008, violations not involving non-compliance with the Payment Card Industry Data Security Standard that could allow a compromise of the full contents of any track on the Magnetic Stripe are excluded from this process. Such violations are resolved as specified in Chapter 3, "Compliance," or Chapter 5, "Interchange Reimbursement Fee Compliance."

Violations not involving a Transaction are resolved as specified in *Volume I—General Rules*, *Section 1.10*, and as deemed appropriate by Visa U.S.A.

### 7.17.C Determination of Event Eligibility

Following the fraud analysis and investigation of the compromise event, the Member:

- Is provided with findings in support of the preliminary determination that the event is eligible for the ADCR process.
- Is provided with any estimated counterfeit fraud and operating expense liability amounts.
- May submit a written appeal, within 30 calendar days of the preliminary findings notification date, with supporting documentation to Visa U.S.A. Such appeal will be considered by the ADCR Review Committee or, if the total Acquirer liabilities are \$500,000 or more, the appeal will be considered by the Corporate Risk Committee. A determination of such appeal will be provided to the Acquirer.

7.17.D Counterfeit Fraud Recovery

### 7.17.D Counterfeit Fraud Recovery

### 7.17.D.1 Conditions

A Member is compensated for a portion of its counterfeit fraud losses incurred as the result of a Magnetic-Stripe Data account compromise event. The Counterfeit Fraud Recovery process is initiated by Visa when **all** of the following criteria is met:

- An account compromise event occurs
- A Compromised Account Management System (CAMS) Alert, or multiple CAMS Alerts for the same account compromise event, is sent to affected Members
- The account compromise event involves at least 10,000 account numbers
- At least one of the following: :
  - The full contents of any track on the Magnetic Stripe was stored subsequent to Authorization of a Transaction
  - Effective for Qualifying CAMS Events that occur on or after January 22, 2008, a violation of the Payment Card Industry Data Security Standard could have allowed a compromise of the full contents of any track on the Magnetic Stripe
  - Effective for Qualifying CAMS Events that occur on or after November 1, 2008, a violation of the PIN Management Requirements Documents could have allowed a compromise of PIN data for a Visa Transaction, a Plus transaction, or an Interlink transaction subsequent to Authorization
- · Incremental fraud is attributed to the particular account compromise event

### 7.17.D.2 Determination of Member Responsibility

- 7.17.D.2.aOnly counterfeit fraud properly reported as specified in Volume I—General Rules,<br/>Section 2.4.J, is considered when determining any reimbursement due.
- 7.17.D.2.bVisa U.S.A. determines a baseline counterfeit fraud level by analyzing reported<br/>Magnetic-Stripe-read counterfeit fraud losses that occurred up to 12 months prior to<br/>a Qualifying CAMS Event date and one month after the Qualifying CAMS Event date.
- 7.17.D.2.c Members are eligible for Counterfeit Fraud Recovery when there is incremental counterfeit fraud activity above the baseline counterfeit fraud level, as determined by Visa.

### 7.17.D.3 Notification

- 7.17.D.3.a The Member deemed responsible for the account compromise event is notified of its estimated counterfeit fraud liability.
- 7.17.D.3.b After the deadline for fraud reporting has passed, a Member communication broadcast is used to notify affected Members that an account compromise event qualifies for Counterfeit Fraud Recovery and advises them of their recovery amount.
- **7.17.D.3.c** After the deadline for fraud reporting has passed, the Member deemed responsible for the account compromise event is notified of its actual counterfeit fraud liability.

### 7.17.D.4 Exceptions

- Only recovery amounts of \$25 or more are collected and distributed to affected Members.
- Only Members that were registered to receive CAMS Alerts at the time of the first CAMS Alert for the event that is the subject of the ADCR proceeding are eligible to receive counterfeit fraud reimbursement.
- Counterfeit fraud losses on Account Numbers that were included in a different Qualifying CAMS Event within the 12 months prior to the Qualifying CAMS Event date are excluded.
- If two or more Qualifying CAMS Events occur within 30 days of each other, and the events each involve a minimum of 100,000 Account Numbers, the responsible Members share liability for the counterfeit fraud amount attributed to the accounts in common.

#### 7.17.D.5 Collection/Reimbursement of Funds

Counterfeit fraud liability is collected from the responsible Member(s) through the Global Member Billing Solution. Funds are distributed the following month, at the Business ID level, through the Global Member Billing Solution, to affected Members.

### 7.17.D.6 Fees

An administrative fee is charged to the Issuer for each reimbursement issued, as specified in the *Visa U.S.A. Pricing Directory*.

### 7.17.E Operating Expense Recovery

### 7.17.E.1 Conditions

A Member enrolled in the Operating Expense Recovery process is compensated for a portion of its operating expenses incurred as a result of a Magnetic-Stripe Data account compromise event. The Operating Expense Recovery process is initiated by Visa when **all** of the following criteria is met:

- An account compromise event occurs
- A CAMS Alert, or multiple CAMS Alerts for the same account compromise event, is sent to affected Members
- The account compromise event involves at least 10,000 Account Numbers
- At least one of the following:
  - The full contents of any track on the Magnetic Stripe was stored subsequent to Authorization of a Transaction
  - Effective for Qualifying CAMS Events that occur on or after January 22, 2008, a violation of the Payment Card Industry Data Security Standard could have allowed a compromise of the full contents of any track on the Magnetic Stripe
  - Effective for Qualifying CAMS Events that occur on or after November 1, 2008, a violation of the PIN Management Requirements Documents could have allowed a compromise of PIN data for a Visa Transaction, a Plus transaction, or an Interlink transaction subsequent to Authorization

7.17.E.2 Enrollment

### 7.17.E.2 Enrollment

Members must complete the one-time Operating Expense Recovery enrollment process to be eligible to receive operating expense reimbursement. Members may enroll at any time but are only eligible for operating expense reimbursement for Qualifying CAMS Events that occur after enrollment is complete. Members not enrolled prior to a Qualifying CAMS Event date are not eligible to receive operating expense reimbursement.

### 7.17.E.3 Notification

- **7.17.E.3.a** The Member deemed responsible for the account compromise event is notified of its estimated operating expense liability.
- 7.17.E.3.bA Member communication broadcast is used to notify affected Members enrolled in<br/>the Operating Expense Recovery process that an account compromise event<br/>qualifies for Operating Expense Recovery and advises them of their recovery amount.
- **7.17.E.3.c** The Member deemed responsible for the account compromise event is notified of its actual operating expense liability.

### 7.17.E.4 Exceptions

- Only recovery amounts of \$25 or more are collected and distributed to affected Members enrolled in the Operating Expense Recovery process.
- Only Members that were registered to receive CAMS Alerts at the time of the first CAMS Alert for the event that is the subject of the ADCR proceeding are eligible to receive operating expense reimbursement.
- Operating expenses for Account Numbers that were included in a different Qualifying CAMS Event within the 12 months prior to the CAMS Event date are excluded.
- If two or more Qualifying CAMS Events occur within 30 days of each other, and the events each involve a minimum of 100,000 Account Numbers, the responsible Members share liability for the operating expense attributed to the accounts in common.

### 7.17.E.5 Collection/Reimbursement of Funds

Operating expense liability is collected from the responsible Member(s) through the Global Member Billing Solution. Funds are distributed the following month, at the Business ID level, through the Global Member Billing Solution to affected Members enrolled in the Operating Expense Recovery process as specified in *Section 7.18.E.2*.

### 7.17.E.6 Fees

An administrative fee is charged to the Issuer for each reimbursement issued, as specified in the *Visa U.S.A. Pricing Directory*.

### 7.17.F Conditions for Reimbursement

Reimbursements to affected Members are based solely upon the ability of Visa U.S.A. to collect the counterfeit fraud and operating expense liability amounts from the responsible Member.

### 7.17.G Catastrophic Loss

If an account compromise event is deemed catastrophic, Visa U.S.A. reserves the right to implement an alternative process.

### 7.17.H Appeal Rights

Reimbursement and collection amounts as determined by Visa U.S.A. are final and not subject to any appeal or other challenge.

## 7.18 Introduction — Interchange Reimbursement Fee Compliance

The Interchange Reimbursement Fee Compliance process allows a Member to request Compliance against another Member for violations of the *Visa U.S.A. Inc. Operating Regulations* which result in the application of an incorrect Interchange Reimbursement Fee to a large number of Transactions.

The process permits a filing Member to aggregate multiple Transactions affected by the application of an incorrect Interchange Reimbursement Fee into a single claim as specified in *Section 7.20.B.* 

This chapter specifies the allowable reasons and the required procedures for filing Interchange Reimbursement Fee Compliance. Compliance procedures for violations unrelated to Interchange Reimbursement Fee are specified in *Volume II—Dispute Resolution Rules*, Chapter 3, *"Compliance."* 

## 7.19 Filing Conditions

This section lists the criteria for filing Interchange Reimbursement Fee Compliance. A Member that fails to meet this criteria may use the standard Compliance process described in *Volume II— Dispute Resolution Rules*, Chapter 3, *"Compliance,"* if it meets the applicable criteria.

Visa reserves the right to refuse participation in the Interchange Reimbursement Fee Compliance process by a filing Member. The decision to refuse participation by Visa is final and not subject to any challenge.

### 7.19.A Eligibility Criteria

A Member may file for Interchange Reimbursement Fee Compliance if **all** of the following can be substantiated:

- Violation of the Visa U.S.A. Inc. Operating Regulations or the Interchange Reimbursement Fee Qualification Guide occurred
- Member received or paid incorrect Interchange Reimbursement Fee as a direct result of the violation
- Member's financial loss is a direct result of an incorrectly applied Interchange Reimbursement Fee rate
- Member would not have incurred a financial loss had the violation not occurred
- Visa has screened the request in accordance with *Section 7.21.A* and granted permission for the Member to file

### 7.19.B Transaction Aggregation Criteria

For purported violations involving an incorrectly assessed Interchange Reimbursement Fee rate, a filing Member may aggregate Transactions into a single Interchange Reimbursement Fee Compliance case. The aggregated Transactions must have:

- Violated the same Visa Operating Regulation or the same Interchange Reimbursement Fee Qualification Guide requirements and
- Involved the same opposing Member

### 7.19.C Transaction Aggregation Limit

The number of Transactions a Member can aggregate into a single Interchange Reimbursement Fee Compliance case must be:

- More than 1,000 and
- Less than 50,000

## 7.20 Compliance Process

This section details the process for filing Interchange Reimbursement Fee Compliance cases.

### 7.20.A Interchange Reimbursement Fee Compliance Screening

A Member must submit a screening request to Visa U.S.A. prior to filing an Interchange Reimbursement Fee Compliance case. *Section 7.21* and *Section 7.22* detail the requirements and criteria for filing Interchange Reimbursement Fee Compliance.

### 7.20.A.1 Correspondence

- 7.20.A.1.aA Member must contact Visa U.S.A for permission to use the Interchange<br/>Reimbursement Fee Compliance process and request the Interchange<br/>Reimbursement Fee Compliance Screening Form and the Interchange<br/>Reimbursement Fee Compliance Process Guide.
- **7.20.A.1.b** The Interchange Reimbursement Fee Compliance Screening Form must be completed by an officer of the filing Member and submitted within the time limits specified in Section 7.21.A.2.
- **7.20.A.1.c** The Interchange Reimbursement Fee Compliance Screening Form must be submitted along with other necessary supporting documentation including a data file containing the list of affected Transactions and the following information:
  - The specific section of the Visa U.S.A. Inc. Operating Regulations in dispute
  - Description of the alleged Interchange Reimbursement Fee violation
  - The Interchange Reimbursement Fee type the Transactions were eligible for
  - The total Interchange Reimbursement Fee assessed
  - Name of the opposing Member
  - Number of Transactions
  - Range of Transaction dates included in the aggregated claim
  - Selected filing period, as specified in Section 7.21.A.2
  - Certification that all Transactions included in the aggregated claim have been accurately identified as having received an incorrect Interchange Reimbursement Fee rate

### 7.20.A.2 Filing Period

### 7.20.A.2.a

- The filing Member must submit the *Interchange Reimbursement Fee Compliance Screening Form* to Visa U.S.A. within 90 calendar days of either:
  - The Central Processing Date of the oldest Transaction submitted in the aggregated claim or
  - The date the Member discovered the violation, not to exceed 2 years from the Central Processing Date of the oldest Transaction submitted in the aggregated claim

7.20.A.3 Certification

7.20.A.2.b	Visa will reject a Member's request to include Transactions beyond 90 days of the Central Processing Date of the oldest Transaction submitted in the aggregated claim except when it determines that extenuating circumstances prevented the Member from discovering the violation sooner.
7.20.A.2.c	If Visa rejects a Member's attempt to include Transactions beyond 90 days of the Central Processing Date, as specified in <i>Section 7.21.A.2.b</i> , the Member may resubmit a revised <i>Interchange Reimbursement Fee Compliance Screening Form</i> containing only the Transactions within 90 calendar days of the Central Processing Date.
7.20.A.3	Certification
7.20.A.3.a	The Member must certify that all Transactions in the aggregated claim were assessed an incorrect Interchange Reimbursement Fee rate.
7.20.A.3.b	Visa reserves the right to reject all or part of the claim as specified in Section 7.21.A.5.a, if it determines that some Transactions in the aggregated claim were assessed the correct Interchange Reimbursement Fee.
7.20.A.4	Visa U.S.A. Interchange Reimbursement Fee Compliance Screening Decision
7.20.A.4.a	Visa U.S.A. will analyze all the information made available by the requesting Member upon receipt of the <i>Interchange Reimbursement Fee Compliance Screening Form</i> .
7.20.A.4.b	Visa will determine the eligibility of each request on the basis of the information provided by the Member in accordance with the rules in effect on the Transaction Date, as stipulated in the Visa U.S.A. Inc. Operating Regulations, the Interchange Reimbursement Fee Compliance Process Guide, and the Interchange Reimbursement Fee Qualification Guide.
7.20.A.4.c	Visa will communicate its screening decision to the requesting Member within 10 calendar days of receipt of the Interchange Reimbursement <i>Fee Compliance Screening Form</i> . The decision is final and not subject to any challenge.
7.20.A.4.d	If Visa approves a Member's request to use the Interchange Reimbursement Fee Compliance process, the Member may file pre-Compliance as specified in <i>Section 7.21.B</i> .
7.20.A.4.e	If Visa denies a Member's request to use the Interchange Reimbursement Fee Compliance process, the Member:
	• Must not resubmit the claim except as specified in Section 7.21.A.6
	<ul> <li>May use the standard Compliance process specified in Volume II—Dispute Resolution Rules, Chapter 3, "Compliance"</li> </ul>
	<ul> <li>Forfeits the Interchange Reimbursement Fee Compliance Screening fee specified in Section 7.21.A.7</li> </ul>
7.20.A.4.f	Visa reserves the right to reject a Member's request to file Interchange Reimbursement Fee Compliance for any reason, including those specified in <i>Section 7.21.A.5</i> .

7.20.A.5	Invalid Requests—Compliance Screening	
7.20.A.5.a	Visa may deny a Member's request to use Interchange Reimbursement Fee Compliance for any reason including, but not limited to, the following:	
	<ul> <li>It reasonably concludes that a Member's failure to exercise due diligence prevented the violation from being discovered within 90 days from the Transaction Central Processing Date</li> </ul>	
	<ul> <li>If it determines that the assessment of the incorrect Interchange Reimbursement Fee resulted from an error (intentional or accidental) by the filing Member</li> </ul>	
	• If, contrary to Member certification specified in <i>Section 7.21.A.3.a</i> , Visa determines that some Transactions included in the aggregated list were assessed the correct Interchange Reimbursement Fee	
7.20.A.5.b	The decision regarding a Member's ability to file Interchange Reimbursement Fee Compliance is final and not subject to any challenge.	
7.20.A.5.c	A Member whose request for Compliance has been rejected as specified in this section may resubmit the request under certain circumstances as stated in <i>Section 7.21.A.6.</i>	
	Re-submitting an Interchange Reimbursement Fee Compliance Request	
7.20.A.6	Re-submitting an Interchange Reimbursement Fee Compliance Request	
7.20.A.6 7.20.A.6.a	<b>Re-submitting an Interchange Reimbursement Fee Compliance Request</b> If a Member's Interchange Reimbursement Fee Compliance Screening request is rejected due to the Member's failure to discover the violation within 90 calendar days, as specified in <i>Section 7.21.A.5.a</i> , the Member may resubmit the Interchange Reimbursement Fee Compliance Screening request with Transactions that are within 90 calendar days of the Central Processing Date of the oldest Transaction submitted in the aggregated claim.	
	If a Member's Interchange Reimbursement Fee Compliance Screening request is rejected due to the Member's failure to discover the violation within 90 calendar days, as specified in <i>Section 7.21.A.5.a</i> , the Member may resubmit the Interchange Reimbursement Fee Compliance Screening request with Transactions that are within 90 calendar days of the Central Processing Date of the oldest Transaction submitted	
7.20.A.6.a	<ul> <li>If a Member's Interchange Reimbursement Fee Compliance Screening request is rejected due to the Member's failure to discover the violation within 90 calendar days, as specified in Section 7.21.A.5.a, the Member may resubmit the Interchange Reimbursement Fee Compliance Screening request with Transactions that are within 90 calendar days of the Central Processing Date of the oldest Transaction submitted in the aggregated claim.</li> <li>Except as specified in Section 7.21.A.6.a, a Member may not resubmit any Transactions for Interchange Reimbursement Fee Compliance Reimbursement Fee Compliance if the original request was denied by Visa for failing to meet the certification requirements specified in</li> </ul>	
7.20.A.6.a 7.20.A.6.b	<ul> <li>If a Member's Interchange Reimbursement Fee Compliance Screening request is rejected due to the Member's failure to discover the violation within 90 calendar days, as specified in Section 7.21.A.5.a, the Member may resubmit the Interchange Reimbursement Fee Compliance Screening request with Transactions that are within 90 calendar days of the Central Processing Date of the oldest Transaction submitted in the aggregated claim.</li> <li>Except as specified in Section 7.21.A.6.a, a Member may not resubmit any Transactions for Interchange Reimbursement Fee Compliance if the original request was denied by Visa for failing to meet the certification requirements specified in Section 7.21.A.3.a.</li> <li>A Member who has been denied use of the Interchange Reimbursement Fee Compliance process may file Compliance as specified in Volume II—Dispute Resolution Rules, Chapter 3, "Compliance", if the Transactions qualify for the time</li> </ul>	

7.20.B Interchange Reimbursement Fee Pre-Compliance

### 7.20.B Interchange Reimbursement Fee Pre-Compliance

If Visa approves a Member's screening request for Interchange Reimbursement Fee Compliance as specified in *Section 7.21.A.4.c*, the Member must first attempt to resolve the dispute in writing with the opposing Member through the pre-Compliance process.

### 7.20.B.1 Attempt to Resolve

7.20.B.1.a

To initiate Interchange Reimbursement Fee pre-Compliance, the filing Member must submit to the opposing Member, in writing, a properly completed *Pre-Compliance Dispute Resolution Form (Exhibit 9)*, available on Visa Resolve Online, in addition to any other documentation required to support the Interchange Reimbursement Fee pre-Compliance attempt.

- **7.20.B.1.b** The filing Member must check the "Inappropriate Interchange Reimbursement Fee" code to indicate the filing type on the *Pre-Compliance Dispute Resolution Form* (*Exhibit 9*).
- **7.20.B.1.c** Along with *Pre-Compliance Dispute Resolution Form (Exhibit 9)*, the Member must include the following:
  - The Interchange Reimbursement Fee Compliance Screening Form evidencing Visa approval of a Member's Request to file Interchange Compliance
  - An encrypted file containing the list of disputed Transactions with the data fields specified in *Section 7.21.B.1.d.* The file must be transmitted to Visa to be forwarded to the opposing Member as specified in *Section 7.21.B.2*
  - Any other pertinent documentation

**7.20.B.1.d** For each Transaction aggregated in the claim, the filing Member must include the following information:

- Transaction Identifier
- Account Number
- Acquirer BIN
- Acquirer Reference Number
- Central Processing Date
- Transaction Date
- Transaction amount
- Interchange Reimbursement Fee applied
- Expected Interchange Reimbursement Fee
- Interchange Reimbursement Fee differential amount being claimed
- Merchant name

7.20.B.2	Delivery	
7.20.B.2.a	The Pre-Compliance Dispute Resolution Form (Exhibit 9) must be sent to the opposing Member through Visa Resolve Online.	
7.20.B.2.b	A copy of the <i>Pre-Compliance Dispute Resolution Form (Exhibit 9)</i> and the supporting documentation must be transmitted to Visa U.S.A. at the same time	
7.20.B.2.c	The data file containing Transaction information must be transmitted to Visa in an encrypted format through a Visa-approved secure mechanism:	
	At the same time as the Interchange Reimbursement Fee pre-Compliance attempt	
	<ul> <li>As specified in the Visa U.S.A. Inc. Operating Regulations and the Interchange Reimbursement Fee Compliance Process Guide</li> </ul>	
7.20.B.2.d	Visa will forward the encrypted data file to the opposing Member through the same secure process.	
7.20.B.3	Time Limit	
7.20.B.3.a	Both the <i>Pre-Compliance Dispute Resolution Form (Exhibit 9)</i> and other correspondence must be sent to the opposing Member within:	
	<ul> <li>10 calendar days of receiving approval from Visa, as specified in Section 7.21.A.4.c. and</li> </ul>	
	At least 30 days before filing Interchange Reimbursement Fee Compliance	
7.20.B.3.b	The 10 day period begins from the date stamped on the <i>Interchange Reimbursement Fee Compliance Screening Form</i> returned by Visa approving the Member's request to file Interchange Reimbursement Fee Compliance.	
7.20.C	Pre-Compliance Acceptance	

If the opposing Member accepts financial responsibility for the disputed Transactions or if the filing Member and opposing Member reach a mutually agreeable settlement, the opposing Member must either:

- Credit the requesting Member through VisaNet, as specified in the *Volume I—General Rules, Section 9.6.C,* within 30 calendar days of the Interchange Reimbursement Fee pre-Compliance correspondence date
- Credit the requesting Member through Visa Resolve Online within 30 calendar days of the pre-Compliance date

The opposing Member must notify Visa of the settlement.

### 7.20.D Filing Compliance

If the opposing Member does not accept financial responsibility for the disputed Transactions and an agreeable settlement cannot be reached, the filing Member may proceed to file Interchange Reimbursement Fee Compliance.

Before filing for Compliance, the filing Member must verify that no credit has been received from the opposing Member.

## 7.21 Interchange Reimbursement Fee Compliance Process

### 7.21.A Filing Reasons

A Member may file Interchange Reimbursement Fee Compliance for a violation of the *Visa U.S.A. Inc. Operating Regulations* which results in an incorrect Interchange Reimbursement Fee assessment, if the Member's attempt to settle the dispute with the opposing Member via the pre-Compliance process is unsuccessful.

### 7.21.B Filing Procedures

### 7.21.B.1 Required Documentation

- **7.21.B.1.a** The filing Member must submit to Visa all necessary documentation approved by the Center manager or an authorized officer.
- **7.21.B.1.b** Unless specifically requested by Visa, no additional documents will be accepted subsequent to the initial Interchange Reimbursement Fee Compliance filing.

### 7.21.B.2 Filing Time Limits

- 7.21.B.2.aThe Member must submit all necessary documentation through Visa Resolve Online<br/>within 60 calendar days of filing the Pre-Compliance Dispute Resolution Form<br/>(Exhibit 9) specified in Section 7.21.B.1.a.
- **7.21.B.2.b** The calendar day period begins on the day following the date on which the Member submits the *Pre-Compliance Dispute Resolution Form (Exhibit 9).*

### 7.21.B.3 Delivery

All documentation required to support an Interchange Reimbursement Fee Compliance filing must be transmitted through Visa Resolve Online:

- On the same day as the case filing
- As specified in the Visa U.S.A. Inc. Operating Regulations and in the appropriate VisaNet User's Manuals

### 7.21.C Invalid Requests—Compliance Process

If Visa U.S.A. determines that a request is invalid, it may retain the review fee in certain circumstances, such as:

- Documentation is insufficient or illegible
- Required documentation was not provided to the opposing Member
- Requesting Member did not use available remedies provided for in the Visa U.S.A. Inc. Operating Regulations
- Submitted documentation does not include evidence of a valid pre-Compliance attempt

### 7.21.D Compliance Filing Withdrawal

A filing Member or the opposing Member may withdraw the request for Interchange Reimbursement Fee Compliance. The withdrawal request must be submitted to Visa U.S.A. through Visa Resolve Online no later than 14 days from the date of submission.

### 7.21.E Visa U.S.A. Interchange Reimbursement Fee Compliance Decision

### 7.21.E.1 Visa Review

- **7.21.E.1.a** Upon receipt of the supporting documentation, Visa investigates the claim and communicates its decision to both Members in writing.
- **7.21.E.1.b** The Compliance Committee uses all the information available to it at the time of reaching its decision and refers to the *Visa U.S.A. Inc. Operating Regulations* in effect on the date of the Transactions.
- **7.21.E.1.c** Visa reserves the right to rule in favor of the filing Member if Visa determines that the claim has merit and the opposing Member does not respond.
- **7.21.E.1.d** If the Compliance Committee determines that a request is valid, it may allocate financial liability as specified in *Section 7.22.E.2*.
- 7.21.E.1.e When an Issuer's and Acquirer's records differ, the V.I.P. System records will prevail.
- 7.21.E.1.f The Compliance Committee informs both Members of its decision in writing.
- **7.21.E.1.g** The decision of the Compliance Committee is final and not subject to any challenge, except for the right of appeal permitted under *Section 7.22.F*.

### 7.21.E.2 Financial Liability

- 7.21.E.2.a If the opposing Member is not found responsible, the filing Member:
  - Forfeits the entire claim amount
  - Forfeits the Interchange Reimbursement Fee Compliance Screening fee and the review fee
  - Is prohibited from resubmitting any Transactions from that claim through another Interchange Reimbursement Fee Compliance process

7.21.E.3 Collection and Settlement

7.21.E.3	<b>Collection and Settlement</b>
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- 7.21.E.3.a Visa collects the settled claim amount from the responsible Member and disburses it to the prevailing Member, as specified in *Section 9.6.B.1*.
- **7.21.E.3.b** If the opposing Member is responsible, Visa collects the Interchange Reimbursement Fee Compliance Screening fee and the review fee to reimburse the filing Member, in addition to the claim amount.

### 7.21.F Appeal Rights

### 7.21.F.1 Time Limits

- 7.21.F.1.a Any appeal by the adversely affected Member must be filed through Visa Resolve Online within 45 calendar days of the decision Notification date.
- 7.21.F.1.b The appealing Member must submit with the appeal any new or additional information necessary to substantiate its request for an appeal.

### 7.21.F.2 Appeal Decision

- 7.21.F.2.a Visa U.S.A. bases its decision on the new information provided by the requesting Member. Each Member may submit arguments supporting its position. All decisions are final and not subject to any challenge.
- **7.21.F.2.b** Visa U.S.A. may decline an appeal if the new information is insufficient to support a change to the initial Compliance Committee decision. If the appeal is not accepted, Visa U.S.A. retains the appeal fee.

## 9.1 Introduction

This chapter specifies various fees and charges applicable to Members and VisaNet Processors operating in the U.S.A. Region, and procedures for their collection and disbursement, and for problem resolution. As with all Operating Regulations, the fees and charges in this chapter are subject to change by Visa U.S.A.

For information about VisaNet processing charges, membership fees, and other service and program fees, see the *Visa U.S.A. Pricing Directory*.

## 9.2 Assessment of Fees and Charges

All charges imposed by Visa, whether in the form of fees, exchange rates, or otherwise, are charges imposed on Members, VisaNet Processors, or Agents. A Member, VisaNet Processor, or Agent is responsible for paying all charges, regardless of whether it absorbs the charges, passes them on, or increases them in billing its customer (e.g., Cardholder, Merchant). A Member, VisaNet Processor, or Agent must **not** represent to its customer that Visa imposes any charge on its customer.

## 9.3 VisaNet Processing Charges

### 9.3.A Termination or Downgrade of Processing

If a Clearing or Authorizing VisaNet Processor terminates or downgrades its processing, the Clearing or Authorizing VisaNet Processor is responsible for VisaNet access charges, as specified in *Section 1.12.K* and *Section 6.2.I.7*.

### 9.3.B Visa Extras Program

Fees associated with Issuer participation in the Visa Extras Program are available in the Visa Extras Pricing Directory.

9.3.C Visa Loyalty Platform Services

## 9.3.C Visa Loyalty Platform Services

Fees associated with Issuer or Acquirer participation in Visa Loyalty Platform Services are available in the Visa Loyalty Platform Services Pricing Directory.

# 9.3.D Visa Commercial Solutions Data and Reporting Tools (Effective December 4, 2007)

Fees associated with the use of any of the Visa Commercial Solutions and Reporting Tools are available in the Visa U.S.A. Pricing Directory.

## 9.4 VisaNet Acquirer Services Processing Charges

## 9.4.A Visa PIN Debit Gateway Service

Visa assesses a debit gateway charge, and applicable transaction access charges, to Members or VisaNet Processors for all PIN-based debit transactions (e.g., STAR, NYCE) that are switched to other networks for authorization. This charge does not apply to Interlink transactions.

For all PIN-based debit transactions (e.g., STAR, NYCE), Visa will pass through to Members or VisaNet Processors any charges billed to Visa by the debit networks that may result from a Member's participation in the service, including but not limited to non-compliance with other network rules.

See the Visa U.S.A. Pricing Directory for further information.

## 9.5 Interchange Reimbursement Fees

This section specifies Interchange Reimbursement Fees assessed by Visa to recognize one Member's support of another. These Interchange Reimbursement Fees apply in all circumstances where Members have not set their own financial terms for the Interchange of Visa Transactions or where Visa has entered into confidential business arrangements to secure acceptance and promote Card usage.

An Acquirer pays an Interchange Reimbursement Fee for each Interchange Transaction completed within the 50 United States and the District of Columbia, as specified in *Section 9.5.A* through *Section 9.5.F.* An Issuer pays an Interchange Reimbursement Fee for each Interchange Transaction completed within the 50 United States and the District of Columbia, as specified in *Section 9.5.G.* 

Any Transaction submitted by an Acquirer of a Limited Acceptance Merchant belonging to an acceptance category other than the Merchant's Limited Acceptance category is assessed at the Standard Interchange Reimbursement Fee applicable to the Card product that was accepted.

## 9.5.A Consumer Product Transactions

In order to qualify for specific Interchange Reimbursement Fees, Visa Consumer Card Transactions must meet the applicable requirements specified in **all** of the following:

- This section
- Chapter 4, "Acquirer Standards"
- Chapter 5, "Card & Cheque Acceptance"
- The U.S. Interchange Reimbursement Fee Rate Qualification Guide

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9.5.A.1 Consumer Credit Transactions— Interchange Reimbursement Fees

#### 9.5.A.1 Consumer Credit Transactions—Interchange Reimbursement Fees

*Table 9-1* through *Table 9-4* list the Interchange Reimbursement Fees for Visa Consumer Credit Card Transactions.

# Table 9-1: Consumer Credit/Visa Traditional Transactions—Interchange Reimbursement Fees

Interchange Reimbursement Fee <sup>1, 3</sup>	Fee Amount	
Standard Interchange Reimbursement Fee	2.70% of Net Sales plus \$0.10 per item	
Electronic Interchange Reimbursement Fee	2.30% of Net Sales plus \$0.10 per item	
CUSTOM PAYMENT SERVICE:		
CPS/Account Funding	2.14% of Net Sales plus \$0.10 per item	
CPS/Automated Fuel Dispenser	Effective through October 3, 2008, 1.50% of Net Sales plus \$0.05 per item Effective October 4, 2008, 1.15% of Net Sales plus \$0.25 per item	
CPS/Card Not Present	1.85% of Net Sales plus \$0.10 per item	
CPS/e-Commerce Basic	1.85% of Net Sales plus \$0.10 per item	
CPS/e-Commerce Preferred Hotel & Car Rental	1.58% of Net Sales plus \$0.10 per item	
CPS/e-Commerce Preferred Passenger Transport	1.75% of Net Sales plus \$0.10 per item	
CPS/e-Commerce Preferred Retail	1.80% of Net Sales plus \$0.10 per item	
CPS/Hotel and Car Rental Card Present	1.58% of Net Sales plus \$0.10 per item	
CPS/Hotel and Car Rental Card Not Present	1.58% of Net Sales plus \$0.10 per item	
CPS/Passenger Transport	1.75% of Net Sales plus \$0.10 per item	
CPS/Restaurant	1.54% of Net Sales plus \$0.10 per item	
CPS/Retail Credit—Performance Threshold I <sup>2, 4</sup>	1.43% of Net Sales plus \$0.10 per item	
CPS/Retail Credit—Performance Threshold II <sup>2, 4</sup>	1.47% of Net Sales plus \$0.10 per item	
CPS/Retail Credit—Performance Threshold III <sup>2, 4</sup>	1.51% of Net Sales plus \$0.10 per item	
CPS/Retail Credit—All Other <sup>4</sup>	1.54% of Net Sales plus \$0.10 per item	
CPS/Retail 2 <sup>5</sup>	1.43% of Net Sales plus \$0.05 per item	
CPS/Retail Key Entry	1.85% of Net Sales plus \$0.10 per item	

# Table 9-1: Consumer Credit/Visa Traditional Transactions—Interchange Reimbursement Fees (Continued) Fees (Continued)

Interchange Reimbursement Fee <sup>1, 3</sup>	Fee Amount
CPS/Service Station	Effective through October 3, 2008, 1.43% of Net Sales plus \$0.10 per item Effective October 4, 2008, 1.15% of Net Sales plus \$0.25 per item
CPS/Small Ticket	1.65% of Net Sales plus \$0.04 per item
CPS/Supermarket Credit—Performance Threshold I <sup>2</sup>	1.15% of Net Sales plus \$0.05 per item
CPS/Supermarket Credit—Performance Threshold II <sup>2</sup>	1.20% of Net Sales plus \$0.05 per item
CPS/Supermarket Credit—Performance Threshold III <sup>2</sup>	1.22% of Net Sales plus \$0.05 per item
CPS/Supermarket Credit—All Other	1.24% of Net Sales plus \$0.05 per item
Utility Program	\$0.75 per item
<ol> <li>Only Visa Consumer Card Transactions may qualify for these fees.</li> <li>See Section 4.9.D and Section 4.9.S for qualification requirements.</li> </ol>	

3. Transactions originating from all non-U.S. issued Visa Card products, including Visa Electron Transactions, qualify for the applicable consumer credit Interchange Reimbursement Fee, as specified in *Table 9-1*.

4. Transactions with a Merchant Category Code of 5812, 5814, or 5541 are ineligible for CPS/Retail.

5. Transactions with a Merchant Category Code of 4900 are ineligible for CPS/Retail 2.

Table 9-2: Consumer Credit/Visa Traditional Rewards Transactions—Interchange Reimbursement Fees

#### Table 9-2: Consumer Credit/Visa Traditional Rewards Transactions—Interchange Reimbursement Fees

Fee Amount	
2.70% of Net Sales plus \$0.10 per item	
2.30% of Net Sales plus \$0.10 per item	
1.65% of Net Sales plus \$0.10 per item	
1.90% of Net Sales plus \$0.10 per item	
2.14% of Net Sales plus \$0.10 per item	
Effective October 4, 2008, 1.15% of Net Sales plus \$0.25 per item	
1.80% of Net Sales plus \$0.10 per item	
1.43% of Net Sales plus \$0.10 per item	
1.47% of Net Sales plus \$0.10 per item	
1.51% of Net Sales plus \$0.10 per item	
1.43% of Net Sales plus \$0.05 per item	
Effective October 4, 2008, 1.115% of Net Sales plus \$0.25 per item	
1.65% of Net Sales plus \$0.04 per item	
1.15% of Net Sales plus \$0.05 per item	
1.20% of Net Sales plus \$0.05 per item	
1.22% of Net Sales plus \$0.05 per item	
\$0.75 per item	

#### Table 9-2: Consumer Credit/Visa Traditional Rewards Transactions—Interchange Reimbursement Fees (Continued)

	Interchange Reimbursement Fee <sup>1</sup>	Fee Amount
	Only Visa Consumer Card Transactions may qua CPS/Rewards 1 is available to eligible Visa Tradi following Custom Payment Services: • CPS/Retail • CPS/Supermarket • Effective through October 3, 2008, 0 Station See Section 4.9.F for qualification requirements.	
3.	CPS/Rewards 2 is available to eligible Visa Tradi following Custom Payment Services: CPS/Card Not Present CPS/Retail Key Entry CPS/Hotel and Car Rental Card Prese CPS/Hotel and Car Rental Card Not P CPS/Passenger Transport CPS/Restaurant CPS/e-Commerce Basic CPS/e-Commerce Preferred Hotel and CPS/e-Commerce Preferred Passeng See Section 4.9.F for qualification requirements.	ent resent d Car Rental
4. 5.	Transactions with a Merchant Category Code of 54	411, 5812, 5814, or 5541 are ineligible for CPS/Retail.
6.	Transactions with a Merchant Category Code of 4	4900 are ineligible for CPS/Retail 2.

Table 9-3: Consumer Credit/Visa Signature and Visa Infinite Transactions—Interchange Reimbursement Fees Table 9-3: Consumer Credit/Visa Signature and Visa Infinite Transactions—Interchange Reimbursement Fees

# Table 9-3: Consumer Credit/Visa Signature and Visa Infinite Transactions—Interchange Reimbursement Fees Reimbursement Fees

Interchange Reimbursement Fee <sup>1, 4,</sup>	Fee Amount
Standard Interchange Reimbursement Fee	2.70% of Net Sales plus \$0.10 per item
Electronic Interchange Reimbursement Fee 2.30% of Net Sales plus \$0.10 per item	
CUSTOM PAYMENT SERVICE:	
CPS/Rewards 1 <sup>2</sup>	1.65% of Net Sales plus \$0.10 per item
CPS/Rewards 2 <sup>3</sup>	1.90% of Net Sales plus \$0.10 per item
Effective October 4, 2008, CPS/Automated Fuel Dispenser	Effective October 4, 2008, 1.15% of Net Sales plus \$0.25 per item
CPS/Account Funding	2.14% of Net Sales plus \$0.10 per item
CPS/e-Commerce Preferred Retail	1.80% of Net Sales plus \$0.10 per item
CPS/Retail 2 <sup>5</sup>	1.43% of Net Sales plus \$0.05 per item
Effective October 4, 2008, CPS/Service Station	Effective October 4, 2008, 1.15% of Net Sales plus \$0.25 per item
CPS/Small Ticket	1.65% of Net Sales plus \$0.04 per item
Utility Program	\$0.75 per item

1. Only Visa Consumer Card Transactions may qualify for these fees.

2. CPS/Rewards 1 is available to eligible Visa Signature Transactions and Visa Infinite Transactions that qualify for one of the following Custom Payment Services or are completed by a Merchant qualified for the applicable performance threshold program:

- CPS/Retail Credit, CPS/Retail Credit Performance Threshold I, CPS/Retail Credit Performance Threshold II, CPS/Retail Credit Performance Threshold III
- CPS/Supermarket Credit, CPS/Supermarket Credit Performance Threshold I, CPS/Supermarket Credit Performance Threshold II, CPS/Supermarket Credit Performance Threshold III
- Effective through October 3, 2008, CPS/Automated Fuel Dispenser or CPS/Service Station

See Section 4.9.F for qualification requirements.

- 3. CPS/Rewards 2 is available to eligible Visa Signature Transactions and Visa Infinite Transactions that qualify for one of the following Custom Payment Services:
  - CPS/Card Not Present
  - CPS/e-Commerce Basic
  - CPS/Retail Key Entry
  - See Section 4.9.F for qualification requirements.
- 4. A Visa Signature or Visa Infinite Transaction completed by a Passenger Transport Service Category Merchant or Travel Services Category Merchant may only qualify for either the:
  - Electronic Interchange Reimbursement Fee or
  - Standard Interchange Reimbursement Fee
- See the U.S. Interchange Reimbursement Fee Rate Qualification Guide for qualification requirements.
- 5. Transactions with a Merchant Category Code of 4900 are ineligible for CPS/Retail 2.

# Table 9-4: Consumer Credit/Visa Signature Preferred Transactions—Interchange Reimbursement Fees<sup>1</sup> Reimbursement Fees<sup>1</sup>

Interchange Reimbursement Fee <sup>1</sup>	Fee Amount
Visa Signature Preferred Standard Interchange Reimbursement Fee <sup>2</sup>	2.70% of Net Sales plus \$0.10 per item
Visa Signature Preferred Electronic Interchange Reimbursement Fee <sup>3</sup>	2.30% of Net Sales plus \$0.10 per item
Visa Signature Preferred Card-Not-Present <sup>4,5</sup>	2.30% of Net Sales plus \$0.10 per item
Visa Signature Preferred Retail <sup>4,6</sup>	2.10% of Net Sales plus \$0.10 per item
Visa Signature Preferred Business-to- Business <sup>4,7</sup>	2.10% of Net Sales plus \$0.10 per item
<b>Effective October 4, 2008</b> , Visa Signature Preferred CPS/Automated Fuel Dispenser	Effective October 4, 2008, 1.15% of Net Sales plus \$0.25 per item
Effective October 4, 2008, Visa Signature Preferred CPS/Service Station	Effective October 4, 2008, 1.15% of Net Sales plus \$0.25 per item
Utility Program	\$0.75 per item

Table 9-4: Consumer Credit/Visa Signature Preferred Transactions—Interchange Reimbursement Fees<sup>1</sup>

# Table 9-4: Consumer Credit/Visa Signature Preferred Transactions—Interchange Reimbursement Fees<sup>1</sup> Reimbursement Fees<sup>1</sup>

	Interchange Reimbursement Fee <sup>1</sup>	Fee Amount
1.	Visa Consumer Credit Card Transactions complet for these rates. See Section 4.9.G for qualification	ted with a Visa Signature Preferred Card may qualify n requirements.
2.	Transactions that do not qualify for Custom Paym Preferred Standard Interchange Reimbursement	ent Services, may only be eligible for Visa Signature Fee, as specified in <i>Section 4.9.G.2</i>
3.	Only Custom Payment Service-qualified Transacti for the Visa Signature Preferred Electronic Interce Section 4.9.G2.	ions from a Travel Service Category Merchant qualify hange Reimbursement Fee, as specified in
4.	Only Custom Payment Service-qualified Transact Merchant are eligible for the Visa Signature Prefe Retail, or Visa Signature Preferred Business-to-B specified in Section 4.9.G.2.	erred Card-Not-Present, Visa Signature Preferred
5.	The Visa Signature Preferred Card-Not-Present II a non-Travel Service Category Transaction that q Services:	nterchange Reimbursement Fee is available only for ualifies for any of the following Custom Payment
	<ul> <li>CPS/Card Not Present</li> <li>CPS/e-Commerce Preferred</li> <li>CPS/e-Commerce Basic</li> <li>CPS/Retail 2</li> <li>CPS/Account Funding</li> </ul>	
6.	See Section 4.9.G.3 for additional qualification rea The Visa Signature Preferred Retail Interchange F Service Category Transaction that qualifies for an • CPS/Retail • CPS/Supermarket • CPS/Retail Key Entry • CPS/Small Ticket	Reimbursement Fee is available only for a non-Travel
7.	Effective through October 3, 2008, (     Effective through October 3, 2008, (     Effective through October 3, 2008, (     See Section 4.9.G.4 for additional qualification red     The Visa Signature Preferred Business-to-Busine     for a non-Travel Service Category Transaction tha	CPS/Retail Service Station quirements. ss Interchange Reimbursement Fee is available only at qualifies for any Custom Payment Service program tegory Codes. See Section 4.9.G.5 for qualification

#### 9.5.A.2 Consumer Debit Transactions—Interchange Reimbursement Fees

*Table 9-5* lists the Interchange Reimbursement Fees for Transactions completed with a consumer Visa Debit Card product.

## Table 9-5: Consumer Visa Debit Transactions—Interchange Reimbursement Fees

Interchange Reimbursement Fee <sup>1, 2</sup>	Fee Amount	
Standard Interchange Reimbursement Fee	1.90% of Net Sales plus \$0.25 per item	
Electronic Interchange Reimbursement Fee	1.75% of Net Sales plus \$0.20 per item ( <b>Effective July 18, 2008</b> , maximum \$0.95 for qualified Transactions) <sup>7</sup>	
Check Card II <sup>4</sup>	0.55% of Net Sales plus \$0.10 per item	
CUSTOM PAYMENT SERVICE:		
CPS/Automated Fuel Dispenser	0.70% of Net Sales plus \$0.17 per item ( <b>Effective July 18, 2008</b> , maximum \$0.95)	
CPS/Card Not Present	1.60% of Net Sales plus \$0.15 per item	
CPS/Hotel and Car Rental Card Present	1.36% of Net Sales plus \$0.15 per item	
CPS/Hotel and Car Rental Card Not Present	1.36% of Net Sales plus \$0.15 per item	
CPS/Passenger Transport	1.60% of Net Sales plus \$0.15 per item	
CPS/Retail 2 <sup>6</sup>	0.80% of Net Sales plus \$0.25 per item	
CPS/Retail Key Entry	1.60% of Net Sales plus \$0.15 per item	
CPS/Service Station	0.70% of Net Sales plus \$0.17 per item ( <b>Effective July 18, 2008</b> , maximum \$0.95)	
CPS/Restaurant	1.19% of Net Sales plus \$0.10 per item	
CPS/Small Ticket	1.55% of Net Sales plus \$0.04 per item	
Effective October 4, 2008, Debt Repayment Program	0.35% of Net Sales plus \$0.50 per item	
Effective October 4, 2008, Debit Tax Payment <sup>8</sup>	\$2.50 per item	
Utility Program	\$0.75 per item	
CPS/RETAIL:		
CPS/Retail <sup>3</sup>	1.03% of Net Sales plus \$0.15 per item	
CPS/Retail—Performance Threshold I <sup>3, 5</sup>	0.62% of Net Sales plus \$0.13 per item	
CPS/Retail—Performance Threshold II <sup>3, 5</sup>	0.81% of Net Sales plus \$0.13 per item	

#### Table 9-5: Consumer Visa Debit Transactions—Interchange Reimbursement Fees (Continued)

Interchange Reimbursement Fee <sup>1, 2</sup>	Fee Amount	
CPS/Retail—Performance Threshold III <sup>3, 5</sup>	0.92% of Net Sales plus \$0.15 per item	
CPS/SUPERMARKET:		
CPS/Supermarket	1.03% of Net Sales plus \$0.15 per item, \$0.35 maximum	
CPS/Supermarket—Performance Threshold I <sup>5</sup>	0.62% of Net Sales plus \$0.13 per item, \$0.35 maximum	
CPS/Supermarket—Performance Threshold II <sup>5</sup>	0.81% of Net Sales plus \$0.13 per item, \$0.35 maximum	
CPS/Supermarket—Performance Threshold III <sup>5</sup>	0.92% of Net Sales plus \$0.15 per item, \$0.35 maximum	
Check Card II Supermarket <sup>4</sup>	\$0.25 per item	
CPS/ELECTRONIC COMMERCE:		
CPS/Account Funding	1.75% of Net Sales plus \$0.20 per item	
CPS/e-Commerce Basic	1.60% of Net Sales plus \$0.15 per item	
CPS/e-Commerce Preferred Hotel and Car Rental	1.36% of Net Sales plus \$0.15 per item	
CPS/e-Commerce Preferred Passenger Transport	1.60% of Net Sales plus \$0.15 per item	
CPS/e-Commerce Preferred Retail	1.55% of Net Sales plus \$0.15 per item	
	.S. issued Visa debit Card products, including Visa Electron ble consumer credit Interchange Reimbursement Fee, as	
	gory Code of 5411, 5812, 5814, or 5541 are ineligible for CPS/	
<ul> <li>Retail.</li> <li>4. Transactions must meet qualification requirements for the Online Check Card Interchange Reimbursement Fee, as specified in <i>Section 4.9.H.</i></li> </ul>		
5. See Section 4.9.U for qualification r	requirements.	
	gory Code of 4900 are ineligible for CPS/Retail 2.	
	sactions from Automated Fuel Dispensers or Service Stations 2 or 5541 are eligible for the maximum cap.	
	sa Debit Card Transactions with the Merchant Category Code	
9311 that are charged a Convenien	ce Fee as specified in Section 5.2.E.2 may qualify for the Debit	

8. Effective October 4, 2008, only Visa Debit Card Transactions with the Merchant Category Code 9311 that are charged a Convenience Fee as specified in *Section 5.2.E.2* may qualify for the Debit Tax Payment Interchange Reimbursement Fee as specified in *Section 4.9.K*.

## 9.5.B Commercial Product Transactions

In order to qualify for specific Interchange Reimbursement Fees, Commercial Visa Product Transactions must meet the applicable requirements specified in **all** of the following:

- This section
- Chapter 4, "Acquirer Standards"
- Chapter 5, "Card & Cheque Acceptance"
- The U.S. Interchange Reimbursement Fee Rate Qualification Guide

*Table 9-7* lists the Interchange Reimbursement Fees for Commercial Visa Product Transactions.

 
 Table 9-6:
 Commercial Visa Product Transactions—Interchange Reimbursement Fees<sup>1,2</sup>

Interchange Reimbursement Fee Category	Visa Corporate T&E	Visa Business	Visa Purchasing
Standard Interchange Reimbursement Fee	2.70% + \$0.10	2.70% + \$0.10	2.70% + \$0.10
Electronic Interchange Reimbursement Fee	2.20% + \$0.10	2.40% + \$0.10	2.45% + \$0.10
Commercial Card-Not-Present <sup>3</sup>	2.20% + \$0.10	2.25% + \$0.10	2.40% + \$0.10
Commercial Retail <sup>4</sup>	2.20% + \$0.10	2.20% + \$0.10	2.20% + \$0.10
Commercial Business-to- Business <sup>5</sup>	2.10% + \$0.10	2.10% + \$0.10	2.10% + \$0.10
Commercial Level II <sup>6</sup>	2.00% + \$0.10	2.00% + \$0.10	2.00% + \$0.10
Commercial Level III <sup>6,7</sup>	N/A	N/A	1.80% + \$0.10
GSA Large Ticket	N/A	N/A	0.95% + \$35.00 per item (minimum 1.35% of Net Sales
Visa Purchasing Large Ticket	N/A	N/A	0.95% + \$35.00
Utility Program <sup>8</sup>	N/A	\$1.50	N/A

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Table 9-6: Commercial Visa Product Transactions— Table 9-6: Commercial Visa Product Transactions— Interchange Reimbursement Fees<sup>1,2</sup>

## Commercial Visa Product Transactions—Interchange Reimbursement Fees $^{1,2}\left(\text{Continued}\right)$ Table 9-6:

Interchange Reimbursement Fee Category	Visa Corporate T&E	Visa Business	Visa Purchasing
1. Only a Commercial Visa Product Transaction may qualify for these fees.			
2. Transactions completed with non-U. Interchange Reimbursement Fee, as		isa Products qualify for t	he applicable
<ol> <li>Only select Custom Payment Servic Merchant, as specified in Section 4. Reimbursement Fee.</li> </ol>			
<ol> <li>Only select Custom Payment Servic Merchant, as specified in Section 4.9</li> </ol>	1 0 1		0,
<ol> <li>Only Custom Payment Service-qual as specified in Section 4.9.N.2. qual Reimbursement Fee.</li> </ol>			0,
<ol> <li>Travel Service Category and Passer Commercial Level III Interchange Re</li> </ol>	0 1	0	ommercial Level II and
<ol> <li>Only a Visa Purchasing Transaction program.</li> </ol>	qualifies for Commercia	I Level III Interchange R	eimbursement Fee
8. Only Visa Business or Visa Signature	Business Transactions	from Merchant Category	Code 4900 that qualify

8. Only Visa Business or Visa Signature Business Transactions from Merchant Category Code 4900 that qualify for select Custom Payment Service programs, as specified in Section 4.9.J.5.a, are eligible to receive the Utility Program Interchange Reimbursement Fee.

## 9.5.C Payment Service Interchange Reimbursement Fees

Payment Service Interchange Reimbursement Fees apply to the Transaction types listed below, and apply only to Transactions processed as specified in Chapter 4, "Acquirer Standards." Section 9.5, and the U.S. Interchange Reimbursement Fee Rate Qualification Guide.

- CPS/Account Funding Transactions
- CPS/Automated Fuel Dispenser Transactions<sup>1</sup>
- CPS/Card Not Present Transactions
- CPS/e-Commerce Basic Transactions
- CPS/e-Commerce Preferred Hotel and Car Rental Transactions
- CPS/e-Commerce Preferred Passenger Transport Transactions
- CPS/e-Commerce Preferred Retail Transactions
- CPS/Hotel and Car Rental Card Present Transactions
- CPS/Hotel and Car Rental Card Not Present Transactions
- CPS/Passenger Transport Transactions
- CPS/Restaurant Transactions
- CPS/Retail Key-Entry Transactions
- CPS/Retail Transactions
- CPS/Retail 2 Transactions
- CPS/Service Station Transactions
- CPS/Small Ticket Transactions

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**Effective October 4, 2008**, the CPS/Automated Fuel Dispenser Interchange Reimbursement Fee does not apply to a Real-Time Clearing Transaction if the Completion Message with the final Transaction amount is not sent within X of the preauthorization request, as specified in *Section 4.9.D.2.b*.

• Sup	ermarket Incentive Program Transactions
9.5.C.1 Ir	eligible Transactions
9.5.C.1.a	The following Transactions are <b>not</b> eligible for Payment Service Interchange Reimbursement Fees:
	Cash Disbursements
	Quasi-Cash Transactions
	<ul> <li>Transactions effected by High-Risk Telemarketing Merchants</li> </ul>
	<ul> <li>Transactions effected by High-Risk Merchants</li> </ul>
	Transactions using any of the following:
	- V.I.P. System Emergency Authorization procedures
	- "Code 10" Authorization procedures
	- "Referral" Authorization procedures
9.5.C.1.b	Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) are <b>not</b> eligible for Payment Service Interchange Reimbursement Fees if:
	• The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services <b>or</b>
	<ul> <li>The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity</li> </ul>
9.5.C.1.c	Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for Payment Service Interchange Reimbursement Fees, unless the Acquirer:
	<ul> <li>Has a Merchant Agreement with the Merchant and</li> </ul>
	<ul> <li>Maintains full responsibility and control over the Merchant</li> </ul>

## 9.5.D Other Interchange Reimbursement Fees

#### 9.5.D.1 CPS/Supermarket

The CPS/Supermarket Interchange Reimbursement Fee qualification requirements in this section apply only to those Supermarket Incentive Program Transactions processed as specified in *Section 5.4.Y* and the *U.S. Interchange Reimbursement Fee Rate Qualification Guide*.

- 9.5.D.1.a See Section 9.5.A for the applicable CPS/Supermarket Interchange Reimbursement Fee
- **9.5.D.1.b** A Supermarket Incentive Program Transaction completed with a Visa Debit Card that does not meet the Authorization data requirements for a Supermarket Incentive Program Visa Debit Card Transaction is reclassified to the Interchange Reimbursement Fee appropriate for the Transaction.

## 9.5.D.1.c The following Transactions do **not** qualify as Supermarket Incentive Program Transactions:

- Cash Disbursements
- Quasi-Cash Transactions
- Transactions effected by High-Risk Telemarketing Merchants
- Transactions effected by High-Risk Merchants
- Transactions using any of the following:
  - V.I.P. System Emergency Authorization procedures
  - "Code 10" Authorization procedures
  - "Referral" Authorization procedures
- 9.5.D.1.d Transactions captured by a Point-of-Transaction Terminal owned or controlled by a nonmember VisaNet Processor or credit or charge card issuer (including their subsidiaries and affiliates) are **not** eligible for the CPS/Supermarket Interchange Reimbursement Fee if:
  - The entity directly or indirectly discriminates against Visa or any of its Members in availability or pricing of services **or**
  - The Board determines that the entity unfairly prevents Visa or its Members from competing with that entity
- 9.5.D.1.e Transactions captured by a Point-of-Transaction Terminal that is owned or controlled by an issuer of a credit or charge card deemed competitive to the Visa Card by the Board are not eligible for the CPS/Supermarket Interchange Reimbursement Fee, unless the Acquirer:
  - Has a Merchant Agreement with the Merchant and
  - Maintains full responsibility and control over the Merchant

9.5.D.2 Visa Utility Interchange Reimbursement Fee Program

#### 9.5.D.2 Visa Utility Interchange Reimbursement Fee Program

The Visa Utility Interchange Reimbursement Fee Program applies only to Visa Consumer Card, and Visa Business (including Visa Signature Business) Transactions that are processed as specified in *Section 4.9.J* and the *U.S. Interchange Reimbursement Fee Rate Qualification Guide*.

See Section 9.5.A and Section 9.5.B for the Utility Program Interchange Reimbursement Fee for Visa Consumer and Visa Business Transactions respectively.

#### 9.5.D.3 GSA Large Ticket

The GSA Large Ticket Interchange Reimbursement Fee applies only to Transactions that are processed as specified in *Section 4.9.Q* and the *U.S. Interchange Reimbursement Fee Rate Qualification Guide*.

See Section 9.5.B for the GSA Large Ticket Interchange Reimbursement Fee.

#### 9.5.D.4 Visa Purchasing Large Ticket

The Visa Purchasing Large Ticket Interchange Reimbursement Fee applies only to Transactions that are processed as specified in *Section 4.9.R* and the *U.S. Interchange Reimbursement Fee Rate Qualification Guide*.

See *Section 9.5.B* for the Visa Purchasing Large Ticket Interchange Reimbursement Fee.

#### 9.5.D.5 International Airline Interchange Reimbursement Fee

The International Airline Interchange Reimbursement Fee applies to interregional Airline Transactions processed as specified in *Section 4.8* and *Section 4.9.S.* This fee is the same as the applicable interregional airline Interchange Reimbursement Fee, as specified in either *Section 8.3.A.2* or *Section 8.3.A.5* of the *Visa International Operating Regulations, Volume I—General Rules.* 

#### 9.5.D.6 National Merchants

A national Merchant entering into a national account agreement may, with the prior approval of the Board, authorize and send Transaction Receipts directly to Issuers through VisaNet at a reimbursement fee to be determined by the Board.

## 9.5.D.7 Performance Threshold Interchange Reimbursement Fee Program—Visa Consumer Credit

The Performance Threshold Interchange Reimbursement Fee Program applies only to qualified Visa Consumer Credit Card Transactions processed as specified in *Section 4.9.T* and the *U.S. Interchange Reimbursement Fee Rate Qualification Guide.* 

See *Section 9.5.A.1* for the Interchange Reimbursement Fees related to this Performance Threshold Interchange Reimbursement Fee Program.

#### 9.5.D.8 Performance Threshold Interchange Reimbursement Fee Program—Visa Consumer Debit

The Performance Threshold Interchange Reimbursement Fee Program applies only to qualified consumer Visa Debit Card Transactions processed as specified in *Section 4.9.U* and the *U.S. Interchange Reimbursement Fee Rate Qualification Guide*.

See *Section 9.5.A.2* for the Interchange Reimbursement Fees related to this Performance Threshold Interchange Reimbursement Fee Program.

#### 9.5.D.9 Visa ReadyLink Interchange Reimbursement Fee

The Visa ReadyLink Interchange Reimbursement Fee applies to load Transactions that are authorized and settled through VisaNet. The Prepaid Card Issuer pays an Interchange Reimbursement Fee of \$0.75 to the Acquirer of the Visa ReadyLink Transaction.

## 9.5.E Interchange Reimbursement Fee Adjustments (Effective June 20, 2008)

In the event that Interchange Reimbursement Fees are inappropriately received or paid on Transactions, Visa reserves the right to rectify the improper allocations in the event of Visa, VisaNet or Visa computer systems errors, under the following conditions and process:

#### 9.5.E.1 Adjustment Conditions

Interchange Reimbursement Fee adjustments may only be made under the following conditions:

- Adjustments are limited to Transactions occurring within 90 calendar days of the Central Processing Date of the oldest Transaction submitted by the Member or identified by Visa
- Transactions beyond 90 calendar days, not to exceed 2 years from the date submitted by the Member or identified by Visa, may be considered for adjustment if Visa determines that extenuating circumstances prevented the Member from discovering the violation sooner
- When an Issuer or Acquirer is at fault, the impacted Issuer(s) or Acquirer(s) are required to use the Interchange Reimbursement Fee Compliance process as specified in Volume II—Dispute Resolution Rules, Chapter 5, "Interchange Reimbursement Fee Compliance."
- Adjustments will only be made when the total Interchange Reimbursement Fee amount to be corrected is greater than \$2,500
- Individual correcting Transactions will only be made if the amount of the correcting Transaction is greater than \$50.

9.5.E.2 Adjustment Process

#### 9.5.E.2 Adjustment Process

The Interchange Reimbursement Fee adjustments will be processed as follows:

- Visa will notify the Members who will receive a correcting Transaction
- Visa will initiate correcting Fee Collection (TC10) and Funds Disbursement (TC 20) Transactions through VisaNet
- All Visa decisions are final
- A Member may appeal a decision only if the Member can provide new evidence not previously available and the amount in dispute is greater than \$5,000

### 9.5.F Credit Voucher Transactions

#### 9.5.F.1 Fee Amount

This section governs the Interchange Reimbursement Fees that apply to Credit Voucher Transactions, as specified in the *U.S. Interchange Reimbursement Fee Rate Qualification Guide. Table 9-7* specifies the Interchange Reimbursement Fees that apply to Credit Voucher Transactions.

Transaction Type <sup>5</sup>	Fee Amount
Passenger Transport Service Category, All Card Types <sup>1, 2</sup>	Effective through April 4, 2008, 2.06% Effective April 5, 2008, 2.07%
Non-Passenger Transport—Consumer Visa Credit Card <sup>3</sup>	Effective through April 4, 2008, 1.73% Effective April 5, 2008, 1.76%
Non-Passenger Transport—Consumer Visa Debit Card <sup>3</sup>	1.31%
Non-Passenger Transport—Commercial Visa Product <sup>3</sup>	2.24%
Mail/Phone Order and Electronic Commerce Merchants—Consumer Credit <sup>4</sup>	Effective through April 4, 2008, 2.04% Effective April 5, 2008, 2.05%
Mail/Phone Order and Electronic Commerce Merchants—Consumer Debit <sup>4</sup>	1.87%
1. Passenger Transport Service Category Transactions are those processed w 3299, 4112, 4511.	
2. Applicable to Visa Consumer Card and Commercial Visa Product Transaction	ons.
<ol> <li>Excludes Passenger Transport Service Category Transactions</li> <li>Applicable to Visa Consumer Card Transactions. See Section 9.5.F.3 for qua Transaction type.</li> </ol>	alification requirements for this
5. Transactions completed with non-U.S. issued Visa Consumer Cards and Co	ommercial Visa Products qualify for the

**Table 9-7:** Credit Voucher Transaction Interchange Reimbursement Fee

5. Transactions completed with non-U.S. issued Visa Consumer Cards and Commercial Visa Products qualify for the applicable Interchange Reimbursement Fee, as specified in *Table 9-7*.

9.5.F.2	General Requirements
9.5.F.2.a	For Transactions completed with a Visa Consumer Card, Acquirers are not required to provide the enhanced CPS data that was associated with the original Transaction for the related Credit Voucher Transaction, except as specified in <i>Section 9.5.F.2.c.</i>
9.5.F.2.b	For Transactions completed with a Commercial Visa Product, Acquirers are not required to provide the enhanced CPS data or Additional Commercial Card Data that was associated with the original Transaction for the related Credit Voucher Transaction, except as specified in <i>Section 9.5.F.2.c.</i>
9.5.F.2.c	For CPS/Passenger Transport Transactions, Acquirers must provide the Airline/ Railway Ticket Identifier that was associated with the original Transaction for the related Credit Voucher Transaction.
9.5.F.2.d	For GSA Large Ticket Transactions, as specified in <i>Section 9.5.D.3</i> , Acquirers must process the Credit Voucher Transaction at the Interchange Reimbursement Fee applied to the original related Transaction.
9.5.F.2.e	For Visa Purchasing Large Ticket Transactions, as specified in Section 9.5.D.4:
	<ul> <li>If the credit amount is \$3,875 or more, an Acquirer must process the Credit Voucher Transaction at the Interchange Reimbursement Fee applied to the original related Transaction</li> </ul>
	<ul> <li>If the credit amount is less than \$3,875, an Acquirer must process the Credit Voucher Transaction at the applicable Interchange Reimbursement Fee specified in <i>Table 9-7</i>.</li> </ul>
9.5.F.3	Requirements—Select Mail/Phone Order and Electronic Commerce Merchants
	Transactions completed with a Visa Consumer Card qualify for the applicable Interchange Reimbursement Fee, as specified in <i>Table 9-7</i> , if 70 percent or more of the Merchant's cumulative Visa Consumer Card sales volume during the previous calendar-year quarter was processed at one or both of the following rates:
	CPS/Card Not Present Interchange Reimbursement Fee
	CPS/e-Commerce (Basic or Preferred) Interchange Reimbursement Fee
	The following Transaction types are not eligible:
	Account Funding Transactions
	Commercial Visa Product Transactions
	Quasi-Cash Transactions
	<ul> <li>Transactions originating from High-Risk Telemarketing Merchants (Merchant Category Codes 5962, 5966, 5967)</li> </ul>
	<ul> <li>Transactions originating from Passenger Transport Service Category Merchants (Merchant Category Codes 3000-3299, 4112, 4511)</li> </ul>
	An Acquirer may apply the Credit Transaction Interchange Reimbursement Fee beginning 30 days or less after the quarter end in which the Merchant meets eligibility requirements.

9.5.G Cash Disbursements

### 9.5.G Cash Disbursements

#### 9.5.G.1 Requirement

For any Cash Disbursement, the Issuer pays to the Acquirer a Cash Disbursement Reimbursement Fee. This Acquirer is one of the following:

- The Member making the Cash Disbursement
- The Acquirer of a Cash Disbursement Merchant making the sale of Cheques or Foreign Currency

#### 9.5.G.2 Fee Amount for Manual Cash and Emergency Cash Disbursements

The Cash Disbursement Reimbursement Fee is \$1.50 plus 0.18 percent of the amount for:

- Manual Cash Disbursements, including emergency Travelers Cheque Refunds, and
- Emergency Cash Disbursements

#### 9.5.G.3 Fee for ATM Cash Disbursements

Table 9-8 lists the Interchange Reimbursement Fees for ATM Cash Disbursements.

 Table 9-8:
 Interchange Reimbursement Fees for ATM Cash Disbursements

ATM Tier	Fee
1	\$0.50 per item
2	\$0.40 per item

## 9.6 Exception Item Fees and Charges

## 9.6.A VisaNet Copy Request and Fulfillment Service Charges and Fees

A Member participating in the VisaNet Copy Request and Fulfillment Service is assessed service charges, as specified in *Table 9-9*.

## 9.6.B VisaNet Fee Collection and Funds Disbursement by Visa

#### 9.6.B.1 Type of Fee Collected and Disbursed

Reason Codes for Fee Collections and Funds Disbursements are listed in *Table 9-10*. Visa U.S.A. may collect or disburse the fee and charge types listed in *Table 9-10* through VisaNet, as specified in the appropriate *VisaNet User's Manuals*. Fees and charges are listed on the Visa Billing Statement and collected through the Global Member Billing Solution.

# Table 9-10: Fee Collection and Funds Disbursement Fees and Reason Codes Used by Visa U.S.A. Visa U.S.A.

Fees and Charges	Reason Code
Global Member Billing Solution	5010
BIN Licensing and Administration Program fees—Sponsored Member Registration Program	5010 or 5195
Supermarket Incentive Program marketing fee	5015
Arbitration/Compliance filing and/or review fee	5020
BASE II access charge	5030
Miscellaneous fees or charges	5040
Issuers' Clearinghouse Service fees	5050
Risk Identification Service (RIS) Online fees	5060
Visa Account Tracking Service	5090
ISO/Nonmember Agent registration fee/annual fee	5140
Chargeback handling fees	5150
VisaNet Copy Request and Fulfillment Service Fulfillment fee	5160
VisaNet Copy Request and Fulfillment Service access fee	5165
VisaNet Copy Request and Fulfillment Service Nonfulfillment fee	5170
Merchant review fee	5180
Membership Compliance fees and penalties	5185
BIN Licensing and Administration Program fees	5190
Inaccurate Merchant data fine	5210
Initial or quarterly service fee and/or late payment fees	5245
Member or VisaNet Processor indemnification reimbursement	5250
Corporate Indemnification of Settlement Risk	5290

9.6.B.2 Fee Collection Disputes

#### 9.6.B.2 Fee Collection Disputes

A Member must **not** return a Visa-initiated Fee Collection through VisaNet. Members must resolve disputes directly with Visa U.S.A.

#### 9.6.B.3 Credit Adjustments

Visa U.S.A. may use VisaNet to make a credit adjustment for any fees settled through VisaNet, using the Funds Disbursement transaction code 20, as specified in the appropriate *VisaNet User's Manuals.* 

## 9.6.C Fee Collection and Funds Disbursement by Members and Authorizing Processors

#### 9.6.C.1 Collection Method

- 9.6.C.1.aA Member or its Authorizing Processor may collect fees or disburse funds as allowed<br/>through VisaNet using the Fee Collection (transaction code 10) or Funds<br/>Disbursement (transaction code 20) Transaction specified in Table 9-11 and<br/>Table 9-12. No other use of the Fee Collection/Funds Disbursement process is<br/>permitted.
- **9.6.C.1.b** A Member or its Authorizing Processor must collect fees or disburse funds within 45 days from the related event, unless otherwise specified.
- **9.6.C.1.c** Violation of Section 9.6.C may qualify for a Compliance right for the amount of the fee, as specified in Chapter 7, "Dispute Resolution."

#### 9.6.C.2 Transmission Rules

A Member must transmit all Fee Collections and Funds Disbursements as specified in the appropriate *VisaNet User's Manuals*.

#### 9.6.C.3 Data and Documentation Requirements

*Table 9-11* lists fee types and funds that are settled through VisaNet, the corresponding Reason Codes, and the data and documentation required for each fee or disbursement.

#### Table 9-11: Fee Collection and Funds Disbursement Fees and Reason Codes Used by Members and Authorizing Processors

Fee	Reason Code	Data and Documentation Required
Lost/Stolen Card Report fees	0130	Must specify in the message text the date of loss as reported by the Cardholder. Member must return <i>Lost/Stolen Card Report</i> to the Issuer, as specified in <i>Section 2.3.D</i> .
Recovered Visa Card, Electron Card, or Visa Electron Card handling fees/rewards	0150	<ul> <li>Must specify in the message text:</li> <li>Cardholder name on the recovered Visa Card or, if applicable, on the Visa Electron Card</li> <li>If the Visa Card or Visa Electron Card was recovered as the result of a Code 10 Authorization, the words "Code 10"</li> <li>Must specify in the event date field the date the Visa Card or Visa Electron Card was recovered.</li> <li>Must return recovered Visa Card or Visa Electron Card and <i>Interchange Recovered Card Advice (Exhibit G)</i> to the Issuer, as specified in <i>Section 2.3.E.</i></li> </ul>
Recovery of Retrieval Request fees	0170	Must specify in the message text: • Acquirer's Reference Number • VisaNet Retrieval Request date • Reason for recovery (such as "copy illegible")
Emergency Replacement Card distribution fee	0200	Must specify in the message text the date of Visa Card, Visa Electron Card or Visa TravelMoney Card distribution.
Emergency Cash Disbursement handling fee	0210	Must specify in the message text the Transaction amount.
Arbitration/Compliance case decision or filing fee	0220	<ul> <li>Must specify in the message text:</li> <li>Cardholder name</li> <li>Acquirer's Reference Number of the Transactions involved</li> <li>Notification date of the Visa U.S.A. decision, or date of the other Member's withdrawal notification to Visa U.S.A., as applicable</li> </ul>

#### Chapter 9: Fees and Charges

Table 9-11: Fee Collection and Funds Disbursement Fees and Reason Codes Used by Members and Authorizing Processors

Table 9-11:	Fee Collection and Funds Disbursement Fees and Reason Codes Used by Members and
	Authorizing Processors (Continued)

Fee	Reason Code	Data and Documentation Required
Incorrect Merchant Identification/ Transaction Date handling fee	0230	<ul> <li>Must be collected within 45 calendar days of the receipt date of the Transaction Receipt.</li> <li>Must specify in the message text: <ul> <li>Acquirer's Reference Number</li> <li>VisaNet Transaction Receipt request date</li> <li>Transaction Receipt receipt date</li> <li>Reason for the fee collection, specifying both the incorrect and correct information (such as, "Merchant name is XXXX not YYYY")</li> </ul> </li> <li>Handling fee must not be collected for an incorrect Transaction Date if the Transaction Date field: <ul> <li>Is zero-filled, as specified in <i>VisaNet Clearing Message Content Standards (Exhibit NN)</i>, or</li> <li>For a Lodging, Cruise Line, or Car Rental Merchant Transaction, contains either the date the Card was first presented or the date the Transaction was completed</li> </ul> </li> </ul>
"Good Faith" collection letter acceptance Funds Disbursement	0240	<ul> <li>Must specify the date of the "Good Faith" collection letter in the event date field of the VisaNet Funds Disbursement record.</li> <li>Must specify in the message text: <ul> <li>Acquirer's Reference Number, if applicable</li> <li>Words "Good Faith Collection Letter"</li> <li>File number, if provided</li> </ul> </li> </ul>
"Cardholder Does Not Recognize Transaction" Chargeback handling fee	0250	Must be collected within 45 calendar days of the Central Processing Date of the Representment. Must specify in the message text: • Transaction Amount • Either: • "Itinerary provided" • "No Show indicator present"
Pre-Arbitration/pre-Compliance acceptance Funds Disbursement	0350	Must specify the date of the pre-Arbitration <b>or</b> pre-Compliance letter in the event date field of the VisaNet Funds Disbursement record. Must specify in the message text: • Acquirer's Reference Number, if applicable • Words "pre-Arbitration" <b>or</b> "pre-Compliance" • File number, if provided
Interchange Reimbursement Fee pre-Compliance acceptance Funds Disbursement	0350	Must specify the date of the Interchange Fee pre-Compliance letter in the event date field of the VisaNet Funds Disbursement record. Must specify in the message text: • Acquirer's Reference Number, if applicable • Words "Interchange Fee pre-Compliance" • File number, if provided

## 9.6.D Fee Collection Disputes

A Member receiving a Fee Collection initiated by another Member through VisaNet may return it within 45 calendar days of the Central Processing Date if there is an error in the original VisaNet Fee Collection.

#### 9.6.D.1 Fee Collection Returns and Resubmissions

*Table 9-12* specifies the actions, reasons, and rules governing Fee Collection disputes and their resolution.

Table 9-12:	Fee Collection	Dispute Resolution	
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Action	Reason	Rules
Fee Collection Returns	<ul> <li>One of the following events must occur:</li> <li>Wrong Member receives the Fee Collection</li> <li>Required information in the message text portion of the Fee Collection is not received or is inaccurate or inadequate</li> <li>Fee Collection exceeds the maximum fee amount allowed. <i>NOTE:</i> The Member may return only the amount in excess.</li> <li>Receiving Member claims the Fee Collection is improper under the <i>Visa U.S.A. Inc. Operating Regulations</i></li> <li>Fee Collection was duplicated in error and not reversed, as specified in <i>Section 6.2.1.5</i></li> </ul>	A Member receiving a Fee Collection must return it using the same format as the original Fee Collection, as specified in the appropriate <i>VisaNet User's Manuals</i> . The message text field must contain the word "return" (or its abbreviation) and the return reason. A Member must wait 21 calendar days from the Central Processing Date for the documentation. If it does not, the fee may be returned within the next 24 calendar days. An Issuer must not return the fee for a Recovered Card Handling Fees/Rewards (Reason Code 0150) if the Issuer does not receive the <i>Recovered Card Advice</i> and the recovered Visa Card or Visa Electron Card or a legible copy of the front and back of the recovered Visa Card or Visa Electron Card within 21 calendar days of the Central Processing Date. If this documentation is not received, the Issuer may request Compliance, as specified in <i>Section 7.9</i> , within 90 calendar days from the Central Processing Date of the Fee Collection.

9.6.D.2 Duplicate Fee Collection

Action	Reason	Rules
Resubmission of Returned Fee Collection	The Fee Collection was returned because the information or documentation was not received.	<ul> <li>A Member resubmitting a returned Fee Collection must: <ul> <li>Comply with the appropriate VisaNet User's Manuals, and</li> <li>Make the resubmission within 45 calendar days from the Central Processing Date of the returned Fee Collection</li> <li>Provide the information or documentation</li> </ul> </li> <li>A Member must not resubmit a Fee Collection for Recovered Card Handling Fees/Rewards (Reason Code 0150) or Recovery of Retrieval Request fees (Reason Code 0170).</li> </ul>
Return of Resubmitted Fee Collection	The Member receiving a resubmitted Fee Collection may return it, if supporting information or documentation is not received within 21 calendar days the Central Processing Date.	The Member must process the returned Fee Collection as specified for Fee Collection Returns (above) and may then re-return the Fee Collection during the next 24 calendar days.

#### **Table 9-12:** Fee Collection Dispute Resolution (Continued)

#### 9.6.D.2 Duplicate Fee Collection

Any Fee Collection or return of Fee Collection that a Member duplicates in error must be handled as specified in *Section 6.2.1.5*.

#### 9.6.D.3 Limits of Fee Collection Returns

In no case may there be a third submission or third return of a Fee Collection through VisaNet. A Member must submit an outstanding Fee Collection for Compliance, as specified in *Volume II—Dispute Resolution Rules*, except for the following disputes, which must be settled directly between the Members involved and are not subject to the Compliance procedures detailed in the *Volume II—Dispute Resolution Rules*:

- "Good Faith" Collection Letter Settlement Funds Disbursement (Reason Code 0240)
- Pre-Compliance Interchange Reimbursement Fee pre-Compliance Settlement Funds Disbursement (Reason Code 0350)

## 9.7 Miscellaneous Fees

This section includes information about miscellaneous fees, including:

- Arbitration and Compliance fees
- Interchange Reimbursement Fee Compliance fees
- Investigative Service fee
- Late Settlement fee
- Recovered Visa Card or Visa Electron Card fees
- Automated Clearing House Service Fee Collection and Funds Disbursement
- Visa Advanced ID Solutions fees
- Strategic Bankruptcy Solutions fees
- Other Issuer fees

## 9.7.A Arbitration and Compliance Fees

Visa U.S.A. assesses the following Arbitration and Compliance fees to the responsible Member, as appropriate, and collects them through Visa Resolve Online, as specified in *Section 9.6.B*:

#### 9.7.B Pre-Arbitration and Pre-Compliance Acceptance

A Member that accepts financial liability for a disputed Transaction as a result of a request for pre-Arbitration or pre-Compliance may initiate a Funds Disbursement Transaction through Visa Resolve Online.

## 9.7.C Interchange Reimbursement Fee Compliance

Visa U.S.A. assesses the following fees to the responsible Member for using the Interchange Fee Compliance process.

Visa assesses the Interchange Reimbursement Fee Compliance Screening fee, review fee, and the appeals fee to the filing Member through VisaNet.

## 9.7.D Interchange Fee Pre-Compliance Acceptance

If a Member accepts financial liability for the dispute during the Interchange Reimbursement Fee pre-Compliance process, the responsible Member may initiate a Funds Disbursement Transaction through Visa Resolve Online.

### 9.7.E Investigative Service Fee

A Member performing investigative services at the request of another Member, as specified in *Section 2.3.C*, is entitled to reimbursement of the following fees:

- \$50 per hour (payable in half hour increments)
- Prevailing mileage rate (as permitted by the U.S. Government) for necessary travel
- Extraordinary out-of-pocket expenses

Payment must be made when an itemized statement is received from the Member providing the service.

#### 9.7.F Late Settlement Fee

#### 9.7.G Recovered Cards

#### 9.7.G.1 Fee Collected by Acquirer

Except as specified in *Section 2.3.E*, an Acquirer may collect a handling fee for recovering a Visa Card or Visa Electron Card and returning it to the Issuer, as specified in Chapter 2, "*Risk Management & Security.*" The fee is \$15 for a Card recovered at a Merchant or an ATM location.

#### 9.7.G.2 Fee Paid by Acquirer

Visa U.S.A. assesses a fee of \$5 per recovered Visa Card or Visa Electron Card processed by Visa, to the:

- · Acquirer of the Merchant that recovered the Visa Card or Visa Electron Card or
- Issuer, if the Acquirer of the Merchant that recovered the Card cannot be identified

#### 9.7.H BIN Program Fees

Visa U.S.A. assesses BIN program fees and collects them through a Fee Collection transaction. See the *Visa U.S.A. Pricing Directory* for further information.

#### 9.7.I Automated Clearing House Service Fee Collection and Funds Disbursement

#### 9.7.I.1 Automated Clearing House Authorization Agreement

#### 9.7.I.2 Member Requirements

- 9.7.I.2.a Upon Visa U.S.A. request, a Member or VisaNet Processor must provide **all** of the following for the purpose of collecting fees and disbursing funds through the automated clearing house service:
  - Valid automated clearing house transit/routing number
  - Associated financial institution depository account number
  - Signed automated clearing house authorization agreement

9.7.I.2.b	If any account information (such as the Account Number or financial institution) changes, the Member or VisaNet Processor must:
	<ul> <li>Notify Visa U.S.A. at least 10 calendar days prior to the effective date of the change and</li> </ul>
	Submit a new automated clearing house authorization agreement with the change
9.7.I.2.c	The Member or VisaNet Processor must provide <b>all</b> of the following to Visa U.S.A. by the last business day of each quarter:
	<ul> <li>Valid automated clearing house authorization agreement</li> </ul>
	<ul> <li>Valid automated clearing house transit/routing number</li> </ul>
	<ul> <li>Associated financial institution depository account number</li> </ul>
9.7.1.3	Rejection of Automated Clearing House Transaction
	Visa U.S.A. may require a same-day wire transfer or initiate a Fee Collection through VisaNet if a valid automated clearing house transaction is rejected or cannot be initiated for any reason, including the following:
	Member did not comply with Section 9.7.1.2 and/or
	<ul> <li>Existing automated clearing house authorization agreement was revoked prior to a replacement authorization agreement taking effect</li> </ul>
9.7.1.4	Financial Liability
9.7.I.4.a	A Member or VisaNet Processor that is required to use the automated clearing house service may be required to reimburse Visa U.S.A. for any expense incurred for processing any payment made by a means other than the automated clearing house service.
9.7.I.4.b	A Member or VisaNet Processor that fails to comply with a wire transfer request and/ or Fee Collection is subject to fines and penalties, as specified in Chapter 1, " <i>General</i> <i>Regulations</i> ."
9.7.I.4.c	Visa U.S.A. is not liable for collections made in error, except through intentional misconduct.
9.7.1.5	Initial Service Fee Collections
9.7.I.5.a	Visa U.S.A. may collect initial service fees through the automated clearing house service from all new Principal-type and Associate-type Members, as specified in <i>Article III</i> of the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws and Section 9.7.I.
9.7.I.5.b	Upon Visa U.S.A. request, a Principal-type or Associate-type Member, or an applicant for Principal-type or Associate-type membership, must comply with <i>Section 9.7.1.2.a</i> for the purpose of collecting fees and disbursing funds through the Automated

9.7.I.6 Quarterly Service Fee Collections

#### 9.7.I.6 Quarterly Service Fee Collections

- 9.7.1.6.a A fee collection is generated when Visa U.S.A. receives the Member's Quarterly Operating Certificate.
- **9.7.I.6.b** A Principal-type Member that is required to file a Quarterly Operating Certificate and make quarterly service fee payments must submit **all** of the information specified in *Section 9.7.I.2.a.*
- **9.7.I.6.c** Visa U.S.A. initiates an automated clearing house fee collection for an estimated amount normally within 30 calendar days of the close of the applicable quarter, if a Member fails to:
  - File a Quarterly Operating Certificate or
  - File the certificate in a timely manner

#### 9.7.I.7 Adjustments

Upon receipt of the Quarterly Operating Certificate, Visa U.S.A. initiates an adjustment for the amount to be collected or disbursed.

- If a Member underpays its quarterly service fees, Visa U.S.A. collects an additional amount due via the automated clearing house.
- Visa U.S.A. refunds any overpayment via the automated clearing house service.
  - The refund time period is limited to 2 years from the date that the quarterly service fee in question was originally due.
  - Refunds do not include interest charges.

#### 9.7.I.8 Advance Notices

- **9.7.I.8.a** Visa U.S.A. notifies a Member in advance of any automated clearing house transaction that is required:
  - · As a result of adjustments to operating certificate data or fee computations or
  - When applicable fines and penalties are assessed
- **9.7.I.8.b** If Visa U.S.A. has received the Quarterly Operating Certificate, Visa U.S.A. does not provide advance notice.

### 9.7.J Emergency Travelers Cheque Refunds

An Issuer pays a handling fee of \$25 to the Emergency Service Location that provides an Emergency Travelers Cheque Refund.

### 9.7.K Other Issuer Fees

#### 9.7.K.1 ATM Cash Disbursement Decline Response Fees

An Issuer must pay an ATM Acquirer a decline fee for each ATM Cash Disbursement Authorization Request resulting in a Decline Response, as specified in *Section 3.14.D.* 

Table 9-15 specifies the ATM Cash Disbursement Decline Response fees.

#### 9.7.K.2 Balance Inquiry and Account Transfer Fees

An Issuer must pay an ATM Acquirer a fee for each Balance Inquiry or account transfer transaction.

Table 9-16 specifies the Balance Inquiry or account transfer fees.

# 9.7.K.3 Healthcare Auto-Substantiation Data Retrieval Request Fees (Effective October 4, 2008)

An Issuer must pay a fee of \$12.00 per Request for Copy for retrieval of line item detail for a Healthcare Auto Substantiation Transaction.

## 9.7.L Visa Advanced ID Solutions

Visa U.S.A. assesses Visa Advanced ID Solutions fees to Members. Fee information is available from Advanced Resolution Services upon request.

#### 9.7.M Strategic Bankruptcy Solutions

Visa U.S.A. assesses Strategic Bankruptcy Solutions fees to Members. Fee information is available from Advanced Resolution Services upon request.

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# Card & Marks Specifications (Effective through June 30, 2011)

## **10.1** Introduction

**Effective through June 30, 2011**, this chapter governs Card and Marks specifications, including reproduction of Marks, physical Card characteristics, and Card branding for Visa Cards and Visa Electron Cards issued or reissued bearing the Visa Flag Symbol or the Visa Electron Symbol.

Chapter 10A, "Visa Brand Mark & Card Standards" and the Visa Product Brand Standards governs the Card and Marks specifications for Cards bearing the Visa Brand Mark.

All new Visa Card stock orders must:

- Bear the Visa Brand Mark and
- Comply with the requirements specified in Chapter 10A, "Visa Brand Mark & Card Standards" and the Visa Product Brand Standards.

Effective June 1, 2008, all new and existing Member marketing materials and Member Web Sites must comply with the design requirements specified in Chapter 10A, "Visa Brand Mark & Card Standards" and the Visa Product Brand Standards

Except as otherwise specified in this chapter, the provisions of the *Visa International Card and Marks Specifications* apply.

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# Visa Brand Mark & Card Standards

# **10A.1** Introduction

# **10A.1.A** New Card Design Implementation Dates

This chapter governs Card and Marks specifications, including reproduction of Marks, physical Card characteristics, and Card branding, for Cards bearing the Visa Brand Mark.

Effective through July 1, 2011, an Issuer may issue or reissue a Visa Card bearing either the:

- Visa Flag Symbol to deplete existing card stock. A Card bearing the Visa Flag Symbol must **both**:
  - Expire no later than June 30, 2011
  - Comply with the Visa International Card and Marks Specifications
- Visa Brand Mark. A Card bearing the Visa Brand Mark must comply with the Visa Product Brand Standards, available through Visa Online

All **new** Visa Card stock orders must:

- Bear the Visa Brand Mark
- Comply with Visa International Operating Regulations, Volume I—General Rules, Chapter 10, "Card and Marks Requirements"
- Comply with the Card design requirements specified in this chapter
- Comply with the Visa Product Brand Standards, available through Visa Online

**Effective June 1, 2008**, all new and existing Member marketing materials and Member Web Sites must display the Visa Brand Mark.

Effective July 1, 2011, all new and existing Visa Cards must bear the Visa Brand Mark.

# **10A.1.B** Governing Documents

Except as otherwise specified in this chapter, Card and Marks specifications are governed by provisions in the following:

- Visa International Operating Regulations, Volume I—General Rules, Chapter 10, "Card and Marks Requirements"
- Visa Product Brand Standards, available through Visa Online

Specifications and variances for reproduction of Visa-Owned Marks and Card designs that do not appear in this document are available from Visa U.S.A. upon request.

10A.1.C Reproduction of Marks

# **10A.1.C** Requirements for Prior Visa Approval

Any variation from the Card reproduction, printing, or embossing specifications and dimensions specified in the the *Visa Product Brand Standards* or this chapter requires the prior written consent of Visa.

Visa approval of a Card design does not:

- Replace the need for an Issuer to consult with its own legal counsel regarding the use of a Card design and any Mark, **nor**
- Offer legal protection from possible infringement or other types of actions

# **10A.2** Reproduction of Marks

This section specifies U.S.A. Region variances for the reproduction of Marks.

## **10A.2.A** General Requirements

#### 10A.2.A.1 Olympic Marks

Use of the Olympic Marks, designations, and authenticating statements must comply with **all** of the following:

- Section 1.8.B.2
- Current Visa Olympic Sponsorship Graphics Standards Manual

#### 10A.2.A.2 Mark Cirrus

The Wordmark Cirrus may appear on the back of a Visa Card if it is used to denote ATM use only.

#### 10A.2.B Visa-Owned Marks

#### 10A.2.B.1 The Visa Brand Mark

The Visa Brand Mark must appear in full color if it appears with any other acceptance mark that is in full color. It may appear in black and white only if it appears with other Marks in black and white.

#### 10A.2.B.2 Classic Wordmark

The registered Mark denotation ® must appear at the first or most prominent mention of the Classic Wordmark.

#### 10A.2.B.3 The Visa Purchasing Product Name

If a Member uses the Product Name "Visa Purchasing," it must comply with **all** of the following:

- The Product Name "Visa Purchasing" is a descriptive product identifier rather than a Mark
- In typed or printed material, the Product Name "Purchasing" may be used in its dictionary sense, as appropriate

#### 10A.2.B.4 The Product Name "Visa Check Card"

A Member that uses the product identifier "Visa Check Card" must comply with **all** of the following:

- The term "check card" is a product identifier rather than a Mark. A Member may use it to refer to its Visa deposit access Card services
- When using the term "Visa Check Card," the Visa Brand Name must precede the words "check card"
- The words "check card" must **not** be capitalized unless all the words in the text around them require it
- The words "Visa Check Card II," "check card II," "Check Card 2," or check card 2" must **not** appear on a Card

#### 10A.2.B.5 The Product Name "Visa Business Check Card"

A Member that uses the product identifier "Visa Business Check Card" must comply with **all** of the following:

- The term "check card" is a product identifier rather than a Mark. A Member may use it to refer to its Visa deposit access Card services
- The words "check card" must **not** be capitalized unless all the words in the text around them require it

#### 10A.2.C Non-Card Use of Visa-Owned Marks

#### 10A.2.C.1 Member Locations and Merchant Outlets

This section specifies the U.S.A. Region variances for display of the Visa Brand Name and the Visa Brand Mark at Member locations and Merchant Outlets.

- **10A.2.C.1.a** When displayed at a Member location or Merchant Outlet, the Visa Brand Mark must appear in full color, except when displayed on an ATM, as specified in *Section 10A.2.C.4* and the *Visa Product Brand Standards*.
- **10A.2.C.1.b** A Member must **not** display the Visa Brand Mark or the Visa Brand Name on a Scrip Terminal.
- **10A.2.C.1.c** No Trade Name or Mark, other than the Visa Brand Name, may appear on decals and signs bearing the Visa Brand Mark at Member locations or Merchant Outlets, except for decals on ATMs as specified in *Section 10A.2.C.4*.

#### 10A.2.C.2 Plus Program

The use of the Plus Program Marks is governed by the Plus User's Manual.

#### 10A.2.C.3 Visa Electron Program Marks

The Visa Electron Program Marks must be used for acquiring purposes only.

10A.2.C.4 Visa ATM Network

10A.2.C.4	Visa ATM Network
10A.2.C.4.a	The Visa Brand Mark must <b>not</b> be smaller than any other acceptance mark indicating participation in any ATM network, other than a Member's own proprietary network or a single primary regional network Mark that is also displayed on the ATM. No other Mark of the Visa Program may be displayed on participating ATMs, except as specified in <i>Section 10A.2.C.2</i> and <i>Section 10A.2.C.4.b</i> .
10A.2.C.4.b	The Plus Symbol must be displayed on participating ATMs. The Visa Brand Mark with the Electron Identifier may be displayed on participating ATMs.
10A.2.C.5	Competitive System Marks
10A.2.C.5.a	No Member may use the Marks of the American Express Company, MasterCard International (including Maestro), Morgan Stanley Dean Witter & Co., or the subsidiaries or affiliates of these entities on Visa Cards. Notwithstanding the preceding, as long as:
	• Effective July 1, 2008, the Issuer processes Non-Visa Debit Transactions as specified in Section 6.2.A.7, the Mark PULSE may appear on the back of a Visa Check Card or a Visa Debit Card
	<ul> <li>The Issuer processes Non-Visa Payment Transactions as specified in Section 6.2.A.6, the Mark PULSE may appear on the back of a Visa Check Card or Visa Debit Card</li> </ul>
	A Member may use the Visa Card Program Marks in conjunction with the Marks of these entities on items and materials other than Visa Cards provided that the overall appearance resulting from such use unmistakably conveys the idea that the Marks associated with Visa identify a product or service separate and distinct from any product or service of the American Express Company, MasterCard International (including Maestro), Morgan Stanley Dean Witter & Co., or their subsidiaries or affiliates.
10A.2.C.5.b	No Member may use the Visa Card Program Marks in connection with a Member's promotion, offer or solicitation of a payment card product, or the maintenance of a Visa Cardholder relationship, together with Marks that are associated with payment card products issued by the American Express Company, Morgan Stanley Dean Witter & Co., and their subsidiaries or affiliates (including, by way of example and not limitation, "American Express," "Optima," "Discover," "Bravo," "Novus," and "Membership Rewards") or together with Marks associated with any other payment card company deemed competitive by the Board of Directors, if such Marks are owned or controlled by such competitors.
10A.2.C.5.c	No Member may condition the offer or issuance of any payment card product bearing Visa Card Program Marks or the maintenance of a Visa Cardholder relationship upon the possession or acceptance of a general purpose payment card product issued by American Express, Morgan Stanley Dean Witter & Co., or any other payment card company deemed competitive by the Board of Directors.

# **10A.3 Physical Card Characteristics**

This section specifies requirements for Card embossing, printing of legends, and security features.

## 10A.3.A Visa Contactless

10A.3.A.1 Use of Generic Name

#### 10A.3.A.2 Additional Requirements

Additonal Issuer requirements for issuance of Visa Contactless Payment Cards and Visa Micro Tags are specified in Visa Micro Tag Design and Branding Guide.

#### **10A.3.B** Magnetic-Stripe Technology

#### 10A.3.B.1 Magnetic-Stripe Material

The Magnetic-Stripe material on Cards must consist of high coercivity magnetic tape.

An Issuer must ensure that Visa-defined values are encoded in the Magnetic Stripe of a Visa Mini Card as specified in the *Payment Technology Standards Manual*.

**10A.3.B.1.a** The Magnetic Stripe is not required on Visa Micro Tags.

#### 10A.3.B.2 Service Code

- **10A.3.B.2.a** Except as noted in *Section 10A.3.B.2.b*, the Service Code field of the Magnetic Stripe must be encoded with a Service Code that denotes international acceptance.
- **10A.3.B.2.b** The Service Code field of the Magnetic Stripe on Non-Reloadable Visa Prepaid Cards issued in accordance with Section 3.5.C must be encoded with a Service Code that denotes domestic use only.

#### **10A.3.C** Embossing and Printing Requirements

Embossing must comply with the *Visa Product Brand Standards*, available through Visa Online, and this section. Any other embossing must have the prior written approval of Visa U.S.A.

#### 10A.3.C.1 Account Number Specifications

- **10A.3.C.1.a** The Account Number must be embossed or printed as specified in *Table 3-1*.
- **10A.3.C.1.b** A Visa Mini Card is exempt from the embossing requirements specified in this section.

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10A.3.C.4 Embossing and Printing Standards

10A.3.C.4	Embossing and Printing Standards
10A.3.C.4.b	A Vehicle-Specific Fleet Card must bear an embossed:
	Corporate name and
	Vehicle license number or other unique vehicle identification
10A.3.C.4.c	A vehicle license number or other unique identification may be embossed on lines S $_1$ , S $_2$ , or S $_3$ .
10A.3.C.4.d	Certain types of Visa Prepaid Cards may be embossed or printed with a consumer identifier in place of a Cardholder name, as specified in the <i>Visa U.S.A. Prepaid Products Program Guidelines</i> .
10A.3.C.4.e	<b>Effective May 16, 2008</b> , an Issuer of unembossed Visa Cards, as specified in <i>Section 3.2.C.2.b</i> , must print the full Account Number and Cardholder name/identifier on the Card.
10A.3.D	Color Images on Visa Cards
10A.3.D.1	Card Design
	A Card design bearing a photograph on the front of the Card:
	<ul> <li>Must not bear any Olympic Marks, logos, designations, or authenticating statements and</li> </ul>
	Must comply with:
	- Chapter 10A, "Visa Brand Mark & Card Standards" and
	- The Visa Product Brand Standards, available through Visa Online
10A.3.D.2	Visa U.S.A. Rights and Responsibilities
	Visa U.S.A. may require a Member to replace a Card containing a photograph that does not comply with the:
	Visa U.S.A. Inc. Operating Regulations and
	<ul> <li>Guidelines for Personalized Images on Cards<sup>1</sup></li> </ul>
10A.3.E	Card Security Features
10A.3.E.2	Card Verification Value
	All Cards, including Emergency Replacement Cards, must be encoded with the Card Verification Value.

# 10A.4 Card Branding

This section specifies Card branding variances for U.S.A. Region Issuers.

## 10A.4.A Marks Area

10A.4.A.1 General Requirements

The front of a Visa Card must bear only the Lower Marks Area, as specified in *Figure 10A-1*.

#### 10A.4.A.2 Visa Brand Mark

The Visa Brand Mark must appear in the Lower Marks Area, as specified in *Figure 10A-1*.

#### 10A.4.A.3 Visa Brand Name

On Cards issued to U.S. residents, the Visa Brand Name may appear on the front of the Card if the Visa Brand Name appears:

- In the Member Identification Area
- Only once, unless the Mark is part of a repetitive background pattern

#### 10A.4.A.4 Printing and Embossing

No printing or embossing is allowed in the Marks Area. No Mark, Trade Name, or design may extend into the Marks Area other than the Visa Brand Mark.

#### **10A.4.C** Trade Names and Marks

#### 10A.4.C.1 Use of Nonmember Trade Names and Marks on Visa Cards

An Issuer must **not** use any of the Interlink Program Marks on a Visa Card that primarily accesses a line of credit.

- 10A.4.C.1.aThe Interlink Program Marks are not required to appear on a Visa Check Card or VisaDebit Card also participating in the Interlink Program if:
  - The Card does not display the acceptance Mark of any other PIN-based debit program
  - The Issuer clearly communicates to its Cardholders, at the time of issuance, that the Card may also be used for Interlink PIN debit Transactions anywhere Interlink cards are accepted
- 10A.4.C.1.bThe Interlink Program Marks must appear, in equal prominence, on a Visa Check<br/>Card or Visa Debit Card also participating in the Interlink Program, if the Card displays<br/>the acceptance Mark of any non-Visa PIN-based debit or ATM program.
- 10A.4.C.1.cAn Issuer that issues a Visa Check Card or Visa Debit Card that also may be used for<br/>non-Visa PIN debit transactions but does not bear any PIN debit program Marks, must<br/>clearly communicate to its Cardholders how such Cards may be used to initiate non-<br/>Visa PIN debit transactions.

10A.4.C.2 Other Marks

10A.4.C.2	Other Marks
	A Member must <b>not</b> use Marks that are specifically related to bank card programs and/ or services related to those programs on Visa Cards, unless these Operating Regulations expressly allow them.
10A.4.C.3	Member Identification Area
10A.4.C.3.a	With the prior consent of Visa, any of the following may be printed in the Member Identification Area of a Visa Card:
	<ul> <li>Certain Trade Names, including those of an Issuer, an Issuer's holding company that is eligible for membership, or an Issuer's Sponsored Member</li> </ul>
	<ul> <li>Any subsidiary of the above that is eligible for membership or solely engaged in banking activities</li> </ul>
10A.4.C.3.b	Use of these Marks on all Visa Cards must comply with the Affinity Card specifications in <i>Section 10A.4.F</i> , if the Marks are:
	<ul> <li>Associated with products or services offered by an institution engaged in non-banking activities and</li> </ul>
	<ul> <li>Not owned by the Issuer, its parent, subsidiaries, affiliates, or related companies in the case of an employee credit union</li> </ul>
10A.4.C.3.c	Advertising, promotional, or other language that is not an integral part of the identification of the Member's organization or service must <b>not</b> be printed in the Member Identification Area of a Visa Card.
10A.4.C.4	Commercial Visa Products
10A.4.C.4.a	If the Issuer's Trade Name or Mark does not appear on the front of a Commercial Visa Product, the following language must be clearly legible on the back of the Card, in addition to, or instead of, other Issuer identification:
	"This Card is issued by (Issuer name) pursuant to a license from Visa U.S.A. Inc."
10A.4.C.4.b	A Trade Name or Mark printed in color may appear only once in the Member Identification Area, as shown in <i>Figure 10A-1</i> . Any additional use of a Trade Name or Mark must be in the appropriate contrasting colors, as specified in <i>Section 10A.4.N</i> .
10A.4.C.4.c	A background design or graphic element may extend outside of the Member Identification Area.
10A.4.C.4.d	Olympic Marks, logos, designations, and authenticating statements may be used on a Commercial Visa Product, provided the Member obtains prior written approval from Visa U.S.A. Such uses will be permitted in limited circumstances and are subject to approval of the Olympic authorities.

# 10A.4.D Visa Debit Cards

#### 10A.4.D.1 Product Identifier

- **10A.4.D.1.a** A Visa Debit Card issued or reissued on or after **January 1, 2004** must contain the product identifier "DEBIT" printed on the front of the Card, right-justified above the Visa Brand Mark, as shown in *Figure 10A-2*, and as follows, in:
  - At least 11 point font
  - All capital letters
  - A clearly contrasting color
- **10A.4.D.1.b** The product identifier must:
  - Be clearly separated from any other text, symbols, or design elements
  - Not be combined with any other Mark
- **10A.4.D.1.c** Effective November 17, 2006, for a Visa Debit Card issued as a Visa Mini Card with Contactless Payment capability or as a Visa Micro Tag, the placement of the product identifier must comply with the requirements specified in *Visa Micro Tag Design and Branding Guide*.

#### 10A.4.D.2 Compliance

- 10A.4.D.2.a General Requirements
  - Effective July 1, 2005, at least 80 percent of an Issuer's outstanding Visa Debit Cards must comply with Section 10A.4.D.1
  - Effective January 1, 2007, all of an Issuer's outstanding Visa Debit Cards must comply with *Section 10A.4.D.1*
- 10A.4.D.2.b Issuer Certification

A Visa Debit Card Issuer must certify to Visa U.S.A. that it has met the respective requirements specified in *Section 10A.4.D.2.a*, no later than **July 1, 2005** and **January 1, 2007**, as applicable.

10A.4.D.2.c Exceptions

- Visa Check Cards outstanding on January 1, 2004, that bear the words "Check Card" anywhere on the face of the Card are considered compliant in determining the July 1, 2005 requirement specified in *Section 10A.4.D.2.a*
- Visa Gift Cards outstanding on **January 1**, **2004** that do not bear the product identifier specified in *Section 10A.4.D.1* are considered compliant with that section, however, such Cards must not be reloaded after **January 1**, **2004**, and do not qualify toward compliance with *Section 10A.4.D.2.a*

10A.4.D.3 Additional Card Design Considerations

#### 10A.4.D.3 Additional Card Design Considerations

In addition to the requirements specified in *Section 10A.4.D.1*, a Visa Debit Card Issuer must comply with the following:

- Visa Check Card Design and Branding Guide for the United States
- Visa Prepaid Cards Design and Branding Guide for the United States

# 10A.4.F Affinity Cards

#### 10A.4.F.1 General Requirements

With the prior written consent of Visa U.S.A., a Member may issue a Visa Consumer Card as an Affinity Card for an entity not eligible for membership in Visa U.S.A., if the Member and entity comply with:

- Chapter 1, "General Regulations"
- Chapter 10A, "Visa Brand Mark & Card Standards"
- Visa Product Brand Standards, available through Visa Online

#### 10A.4.F.2 Affinity Partner Program Name

A program name is one that distinguishes the Affinity Card program from any other of the Member's programs and from those of other Members. Use of a program name must comply with *Section 10A.4.F.2* and *Section 10A.4.F.3*.

- **10A.4.F.2.a** An Issuer must obtain prior written approval from Visa U.S.A. for use of an Affinity Card program name.
- **10A.4.F.2.b** The Issuer may use either or both of the following in the Member Identification Area on the front of the Card or on the back of the Card:
  - Its Trade Name or Mark
  - The Affinity Partner's Trade Name or Mark

#### 10A.4.F.3 Use of Trade Names and Marks

**10A.4.F.3.a** If the Issuer's Trade Name or Mark does not appear on the front of the Affinity Card, the following language must be clearly legible on the back of the Card, in addition to, or instead of, other Issuer identification:

"This Card is issued by (Issuer name) pursuant to a license from Visa U.S.A. Inc."

10A.4.F.3.bOlympic Marks, logos, designations, and authenticating statements may be used on<br/>an Affinity Card, provided that the Issuer obtains prior written approval from Visa<br/>U.S.A. Such uses will be permitted in limited circumstances and are subject to<br/>approval of the Olympic authorities.

#### 10A.4.F.4 Use of Trade Names and Marks—Visa Mini Card

- **10A.4.F.4.a** A Trade Name and/or Mark of an Affinity Partner must be printed within the Member Identification Area of the Visa Mini Card.
- **10A.4.F.4.b** A Trade Name and/or Mark of an Affinity Partner may appear in any color that provides clear contrast.

- **10A.4.F.4.c** Any design element for the Trade Name and/or Mark of an Affinity Partner must comply with the *Visa Mini Card Design and Branding Guide for the United States.*
- **10A.4.F.4.d** The design element for Trade Name and/or Mark of an Affinity Partner on a Visa Mini Card issued with Contactless Payment capability must comply with the requirements specified in the *Visa Micro Tag Design and Branding Guide*.

## **10A.4.G** Visa Buxx Card Design Considerations

In addition to the requirements specified in this section, a Visa Buxx Issuer must comply with the requirements specified in *Section 10A.4.D.* 

#### 10A.4.G.1 Visa Buxx Symbol

#### 10A.4.G.2 Card Design

A Visa Buxx Card must:

- Bear the product name, Visa Buxx, on the front of the Card
- Be embossed with the account user's (e.g., teenager's) name

## **10A.4.H** Visa Payroll Card Design Considerations

In addition to the requirements specified in this section, a Visa Payroll Card Issuer must comply with the requirements specified in *Section 10A.4.D*.

#### 10A.4.H.1 Standard Requirements

- **10A.4.H.1.a** A Visa Payroll Card design must comply with the Visa Payroll Card Design and Branding Guide
- **10A.4.H.1.b** A Visa Payroll Card must be embossed with the account user's (e.g., employee's) name or consumer identifier

#### **10A.4.J** Visa Prepaid Card Design Considerations

A Visa Prepaid Card Issuer must comply with the requirements specified in the:

- Visa U.S.A. Prepaid Products Program Guidelines
- Visa ReadyLink Service Description and Implementation Guidelines
- Visa U.S.A. Prepaid Card Design and Branding Guide
- Visa U.S.A. Prepaid Retail Channel Guidelines

## **10A.4.K** Visa Signature Design Considerations

A Visa Signature Issuer must comply with the *Visa Signature Card Design and Branding Guide* available from Visa U.S.A.

10A.4.K.1 Product Name

10A.4.K.1	Product Name
10A.4.K.1.b	A product band containing the product name "Visa Signature" must be present and:
	<ul> <li>May be printed in any color, including screen tints, provided there is significant contrast against the background color</li> </ul>
	<ul> <li>May be placed below the embossed Primary Account Number, or in any location above the Primary Account Number as specified in the Visa Signature Card Design and Branding Guide and shown in Figure 10A-4.</li> </ul>
10.4.K.1.c	A Visa Signature Card issued as a Visa Micro tag is exempt from the product name placement requirements specified in this section.
10A.4.L	Visa Signature Preferred Design Considerations
	A Visa Signature Preferred Issuer must comply with the Visa Signature Card Design and Branding Guide available from Visa U.S.A.
10A.4.L.1	Product Name
10A.4.L.1.a	A Visa Signature Preferred Card must:
	<ul> <li>Include the product name "Visa Signature"</li> </ul>
	Comply with the Visa Signature product name requirements in Section 10A.4.K.1 and Section 10A.4.K.1
	Comply with the requirements in the Visa Signature Product and Implementation     Guide
10A.4.L.1.b	A Visa Signature Preferred Issuer may choose one of the following product name options:
	"Visa Signature"
	A differentiated Visa Signature Card product name
	"Visa Signature Preferred"
	A Visa Signature Preferred Issuer using a differentiated product name is responsible for trademark approval on the name it chooses.
10A.4.L.2	Card Design
10A.4.L.2.a	A Visa Signature Preferred Issuer must choose a Card design that complies with the requirements for a Visa Signature Card as specified in the <i>Visa Signature Card Design and Branding Guide</i> .
10A.4.L.2.b	A Visa Signature Preferred Issuer may either:
	Use its existing Visa Signature Card design
	<ul> <li>Use a differentiated Visa Signature Card design. If the Issuer chooses to use a differentiated Visa Signature Card product name, only "VISA SIGNATURE" may appear in the bands design element on the front of the Card.</li> </ul>

# **10A.4.M** Visa Signature Business Design Considerations

A Visa Signature Business Issuer must comply with the Visa Signature Business Card Design and Branding Guide available from Visa U.S.A.

#### 10A.4.M.2 Product Band

- **10A.4.M.2.a** A band containing the product name "Visa Signature Business," as specified in the *Visa Signature Business Card Design and Branding Guide*, must be present and positioned either in a specific location below the embossed Primary Account Number, or as follows:
  - Any location above the Primary Account Number when the Dove Design hologram appears on the back of the Card
  - Any location above the Dove Design hologram when the hologram appears on the face of the Card, such that the band and the hologram do not overlap each other
- **10A.4.M.2.b** The "Visa Signature Business" product band may be printed in any color, including screen tints, provided there is significant contrast against the background color

## **10A.4.N** Commercial Visa Product Design Considerations

Commercial Visa Products include Visa Business, Visa Signature Business, Visa Corporate, and Visa Purchasing. A Visa Signature Business Issuer must comply with the Card design requirements, as specified in all of the following:

- Section 10A.4.N
- Visa Signature Business Product and Implementation Guide
- Visa Signature Business Card Design and Branding Guide
- Visa Product Brand Standards, available through Visa Online

#### 10A.4.N.1 Colors

The Member Identification Area for the following Commercial Visa Products may be any color:

- Visa Business
- Visa Business Check Card
- Visa Corporate
- Visa Purchasing

10A.4.N.2 Back of Card

10A.4.N.2	Back of Card
	The area not covered by the signature panel or the Magnetic Stripe may be any color.
10A.4.N.3	Printing
10A.4.N.3.b	The product identifier for a Commercial Visa Product must appear in the Member Identification Area.
10A.4.N.3.c	The product identifier "Commercial," "Commercial Card," or "Visa Commercial," may appear on the front of any Commercial Visa Product. The Card background may be any color.
10A.4.N.3.d	A Vehicle-Specific Fleet Card must bear the following wording on the front of the Card:
	"Vehicle Card" and
	<ul> <li>"Fuel and Maintenance Locations Only"</li> </ul>
10A.4.N.3.e	All printed legends and language on the back of a Commercial Visa Product must appear in a contrasting color.
10A.4.N.3.f	Other Marks, if used, may appear in any color.
10A.4.N.3.g	An Issuer may print an emergency services telephone number in any contrasting color on the back of the Card, as specified in <i>Section 3.2.G.3</i> .
10A.4.N.4	Trade Name or Mark
10A.4.N.4.a	The Trade Name or Mark of the Issuer or business for which a Commercial Visa Product is issued may appear:
	<ul> <li>In the Member/business Identification Area or</li> </ul>
	<ul> <li>On the back of the Card in the area not covered by the signature panel or the Magnetic Stripe</li> </ul>
10A.4.N.4.b	The Trade Name or Mark may be any contrasting color approved by Visa U.S.A. prior to issuance.
10A.4.N.4.c	The Trade Name or Mark may appear in any available space in the Member Identification Area.

# Figure 10A-1 Visa Card



Figure 10A-2 Visa Debit Card



Figure 10A-3 Visa Buxx Debit



Figure 10A-4 Visa Signature Card-Sample Card Design

Figure 10A-4 Visa Signature Card-Sample Card Design



- **3-D Secure**—A Visa-approved Authentication Method that is the global authentication standard for Electronic Commerce Transactions.
- **3-D Secure Authenticated Payment Program**—A Visa program for Members and Merchants that is the global authentication standard for Electronic Commerce Transactions.
- 3-D Secure Authentication Request—See Authentication Request.
- **3-D Secure Specification**—A software protocol that enables secure processing of Transactions over the Internet and other networks.

# Α

Acceptance Mark—A Visa-Owned Mark that denotes acceptance for:

- Payment
- Cash Disbursement
- Access Control Server—A component of the 3-D Secure authenticated payment program that provides functionality for authentication, attempted authentication, and related Authentication Record messaging, as specified in the 3-D Secure Issuer Implementation Guide.
- Access Fee—A fee that is imposed by an ATM Acquirer for eligible Transactions by a Cardholder whose Card was not issued by that Acquirer.
- Account Data Compromise Recovery Process—Effective November 1, 2008, a Visa-initiated process to facilitate allocation of liability between Members for certain losses incurred as the result of an account compromise event involving either:
  - The electronic storage of the full contents of any track on the Magnetic Stripe subsequent to Authorization of a Transaction
  - Non-compliance with the Payment Card Industry Data Security Standards that could allow a compromise of the full contents of any track on the Magnetic Stripe
  - Failure to comply with the PIN Management Requirements Documents that could allow a compromise of PIN data for a Visa Transaction, a Plus transaction, or an Interlink transaction subsequent to Authorization

Account Funding Transaction—An Electronic Commerce Transaction that meets the requirements specified in Volume I—General Rules, Chapter 5, "Card & Cheque Acceptance,"

Account Number—An Issuer-assigned number that identifies a Cardholder's account.

Account Number Verification—An electronic process by which a Member or its Authorizing Processor determines if there is negative information on an Account Number in the Exception File.

#### Account Number Verification Service—A service that:

- Is available to a Merchant's Authorizing Processor that has a computer interface with BASE I and
- Electronically verifies whether negative Account Number information is listed on the Exception File

Account-Number-Verifying Terminal—A Point-of-Transaction Terminal that:

- May be required at specified High-Risk Locations
- Reads the Account Number encoded on the Magnetic Stripe or Chip
- Compares the last four digits of the encoded Account Number to the key-entered last four digits of the embossed or printed Account Number
- Transmits the full, unaltered contents of the Magnetic Stripe or Chip in the Authorization
  Message
- Acquirer—A Member, as specified in the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws*, *Section 2.04*, that signs a Merchant or disburses currency to a Cardholder in a Cash Disbursement, and directly or indirectly enters the resulting Transaction Receipt into Interchange<sup>1</sup>.
- Acquirer Device Validation Toolkit—A set of cards or simulated cards and test scenarios used to validate new or upgraded EMV Chip-Reading Devices that are capable of processing Chip Transactions.
- Acquirer Monitoring Program—A program that monitors an Acquirer's Fraud Activity level and provides reports to the Acquirer when its Fraud Activity level exceeds established thresholds.

Acquirer's Processing Date—One of the following dates on a Clearing Record:

- If cleared through BASE II, the Edit Package run date on which a Member submits outgoing Interchange
- If cleared through the Single Message System, the Settlement Date
- Acquirer's Reference Number—A 23- or 24-digit identification number included in a Clearing Record, as specified in *VisaNet Clearing Message Content Standards (Exhibit NN)* and the appropriate *VisaNet User's Manual.*

Acquisition—A term used to describe any of the following:

- Purchase of a Member organization by another organization where the acquired Member's charter is dissolved
- Sale of assets from one organization to another organization where the selling organization maintains its charter
- Merging of two or more institutions into a single entity requiring a new charter
- Activity File—A V.I.P. System file that includes a record of the V.I.P. System Stand-In Processing Approval Responses issued within a specified time period, as specified in the appropriate *VisaNet User's Manual.*

Activity File Parameters—Maximum limits that an Issuer establishes on the number and value of Transactions that Visa may authorize on its behalf. (See the *appropriate VisaNet User's Manual.*)

Activity Limits—See Activity File Parameters.

<sup>&</sup>lt;sup>1</sup> A Merchant that entered into a national account agreement, if any, pursuant to prior approval of the Board, is included in the definition of Acquirer for purposes of Authorization, clearing, and Settlement.

Additional Commercial Card Data—Data contained in the Clearing Record for a Commercial Visa Product Transaction as follows:

- Sales tax, if completed with a Visa Business Card or Visa Corporate Card
- Sales tax and accounting code, if completed with a Visa Purchasing Card
- Data as specified in Volume I—General Rules, Chapter 4, "Acquirer Standards," if completed with a Visa Fleet Card for the purchase of fuel from a Visa Fleet Service Merchant

Address Verification Service—A VisaNet service through which a Merchant may verify a Cardholder's billing address prior to completing any one of the following:

- A Mail/Phone Order or Electronic Commerce Transaction where merchandise or airline tickets will be delivered to the Cardholder or the Cardholder's designee, or where services were purchased
- A CPS/Retail Key-Entry Transaction
- A CPS/Account Funding Transaction or CPS/e-Commerce Basic Transaction
- A CPS/e-Commerce Preferred Retail Transaction
- A CPS/e-Commerce Preferred Hotel and Car Rental Transaction
- An Automated Fuel Dispenser Transaction (ZIP only inquiry)
- A Face-To-Face Environment Transaction if the Merchant has been qualified by Visa to use the Address Verification Service (ZIP only inquiry)

# Address Verification Service Merchant Direct Access Service—See Merchant Direct Access Service.

Adjustment—A Transaction submitted through Interchange to correct an out-of-balance situation identified during Settlement or the terminal balancing process for either:

- An ATM Transaction, including a Visa TravelMoney Transaction
- An Online Check Card purchase Transaction when the PIN was captured
- AdvanceBK Service—Effective through December 31, 2008, an optional service provided by Integrated Solutions Concepts, Inc. that uses Member-supplied account performance data, transaction data, and a proprietary model to score participating Issuers' accounts to predict the likelihood of bankruptcy.

Advance Lodging/Cruise Deposit Service—See T&E Advance Deposit Service.

Advance Lodging/Cruise Deposit Transaction—See T&E Advance Deposit Transaction.

- Advance Payment Service—A Visa service that allows a Cardholder to use his/her Card for a partial or complete advance payment for recreational services or activities provided by an Advance Payment Service Merchant.
- Advance Payment Service Merchant—A non-T&E Merchant participating in the Advance Payment Service, whose primary function is to provide recreational services related to tourism and travel, such as the purchase of provisions and transport equipment or hiring of staff prior to the scheduled services. These services include, but are not limited to:
  - Fishing boat or scuba-diving charters
  - Hot-air balloon rides
  - Whitewater rafting
- Advance Payment Service Transaction—A Transaction completed by an Advance Payment Service Merchant.

- Advanced Authorization—An enhancement to the VisaNet Authorization message that transmits real-time risk management data to Issuers, as specified in the Advanced Authorization Risk Condition Code Systems Implementation Guide.
- Advanced Resolution Services—Advanced Resolution Services, Inc., a wholly-owned subsidiary of Visa U.S.A. that provides to Members Advanced ID Solutions and Strategic Bankruptcy Solutions, among other services.
- Advice File—A file listing Authorization Responses issued by Stand-In Processing on behalf of Issuers.
- Advice Limit—An Issuer-selected dollar amount below which Authorization Requests for purchase Transactions are checked against the Exception File. No Advice File records are created, and the Activity File is not checked or updated. The Issuer's Advice Limit must **not** exceed the Issuer Limit.
- Affiliate—A Member or Licensee of Visa International, or a Member of Visa U.S.A.

#### Affiliated-merchant—An entity that:

- · Provides goods or services directly to a retail customer
- Is an affiliate<sup>1</sup> of a Member or an Affinity Partner
- Honors any charge or credit card plan as a means of payment
- Affinity Card—A Visa Consumer Card bearing the Trade Name or Mark of an Affinity Partner, as specified in the Visa U.S.A. Inc. Operating Regulations.

#### Affinity Partner—A non-Member entity that:

- Is not eligible for membership in Visa U.S.A. and
- Has a relationship with an Issuer for the issuance of Affinity Cards

Agent—An entity that acts as a VisaNet Processor, a Third Party, or both.

Agent Reference File—A file maintained by Visa U.S.A. containing information about Third Parties.

**Aggregated Transaction—Effective April 1, 2008**, a Transaction completed by an Electronic Commerce Merchant, including an Internet Payment Service Provider, that combines multiple purchases into a single, larger Transaction before submitting it for payment processing as specified in Section 5.2.K.7. An Aggregated Transaction must be:

- From a single Merchant Outlet
- Made by the same Cardholder
- On the same Account Number

#### Airline—Either:

- A passenger airline Merchant or
- Its authorized agent that sells airline tickets on behalf of the airline

<sup>&</sup>lt;sup>1</sup> "Affiliate" has the same meaning as defined in the federal Bank Holding Company Act of 1956, as amended, 12USC 1841(k).

I

- Airline Authorizing Processor—A Visa-approved non-Member whose primary function is to provide reservation and Authorization services for Airline Transactions or travel-related services that includes the purchase of an Airline ticket.
- **Airline Inquiry Service**—An Authorization or Account Number Verification service that Visa U.S.A. provides to Airlines via a direct computer interface between the Airline's communications network and BASE I.
- Airline/Railway Ticket Identifier—A 13-digit number on an Airline or railway Transaction Receipt comprising:
  - The servicing carrier code and a transmission control number, excluding the check-digit, if the ticket is printed on a transitional automated ticket form, **or**
  - A carrier number, form number, and serial number, excluding the check-digit, if the ticket is printed on an automated ticket/boarding pass form
- Alert—A Notification to an Acquirer when its Fraud Activity-to-sales ratio exceeds Visa-specified Acquirer Monitoring Program Alert thresholds.
- Anti-Money Laundering Program—A program that a Member implements and maintains to prevent money laundering and terrorist financing.
- **Appeal Committee**—A group of Visa U.S.A. senior management that determines the appeal outcome for a Member that arises from a determination of an Operating Regulation violation, as specified in *Section 1.7*.
- **Approval Response**—An Authorization Response where the Transaction is approved.
- Application Transaction Counter—An application on a Contactless Card that sequentially tracks the number of times the Chip is read and is used by the Issuer during the Authorization process to help ensure the Transaction is valid.
- Arbitration—A process where Visa determines financial liability between Members for Interchange Transactions that are presented and charged back.
- Arbitration Committee—A Visa U.S.A. committee that resolves certain disputes between Members that arise from Chargebacks.
- Assistance Center—See Visa Customer Care Services

Associate-Type Member—A Member of Visa U.S.A. that is either an:

- Associate, as defined under the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(d), or
- Acquiring Associate, as defined under the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(e)
- **ATM**—An unattended Magnetic-Stripe or Chip-reading Terminal that has Electronic Capability, accepts PINs, and disburses currency or travelers cheques.

ATM Acceptance Mark—An Acceptance Mark that denotes Card acceptance at an ATM.

**ATM Acquirer**—An Acquirer that provides ATM services.

- ATM Cash Disbursement—A Cash Disbursement, including a Visa TravelMoney Card Transaction, completed at an ATM displaying the Visa or Visa Electron Card Acceptance Mark, for which the Cardholder's PIN is accepted.
- **ATM Operator**—An entity<sup>1</sup> authorized by a Member or the Member's Agent to originate a Transaction through the connection of an ATM to the Visa ATM Network, and that displays an Acceptance Mark. ATM Operators own, operate, or lease ATMs that are connected to the Visa ATM Network and may exhibit any or all of the following characteristics:
  - Receive revenue from the Interchange process or from fees assessed with Transactions
  - Manage cryptographic functions or stock ATMs with cash
- Attempt Response—A message from a 3-D Secure Issuer, or Visa on behalf of an Issuer, in response to an Authentication Request from a 3-D Secure Merchant, indicating that the Cardholder is not participating in 3-D Secure.
- **Authentication**—A cryptographic process performed during a Chip-initiated Transaction used to validate the integrity of data provided to identify one or more of the following:
  - Issuer
  - Card
  - Chip-Reading Device
  - Message contents
- Authentication Confirmation—A message from a 3-D Secure Issuer, in response to an Authentication Request from a 3-D Secure Merchant, confirming Cardholder authentication.
- Authentication Data—All Transaction-related data associated with a Three-Domain Secure Authentication Request
- Authentication Denial—A message from a 3-D Secure Issuer, in response to an Authentication Request from a 3-D Secure Merchant, denying Cardholder authentication.
- Authentication History Server—a component of the 3-D Secure authenticated payment program. A Visa-operated database of all 3-D Secure Authentication Records, as specified in the 3-D Secure Issuer Implementation Guide.
- Authentication Mechanism—A Visa-approved method that validates a participant's identity in an Electronic Commerce Transaction. Authentication Mechanisms include, but are not limited to:
  - Password
  - Digital Certificate
- Authentication Method—A Visa-approved 3-D Secure protocol that is the global standard for authenticating the Cardholder's identity in an Electronic Commerce Transaction.

<sup>&</sup>lt;sup>1</sup> Entities that rent or lease space to Independent Sales Organizations to operate ATMs on property they own or control are not considered to be ATM Operators. Rather, the Independent Sales Organization leasing or renting space from another entity to deploy and operate their own ATM's would be considered the ATM Operator. Armored car firms that provide cash replenishment and encryption and support organizations that manage encryption keys or service ATMs are not classified as ATM Operators.

Authentication Record—A record of 3-D Secure authentication status from a 3-D Secure Issuer, or Visa on behalf of an Issuer, in response to an Authentication Request from a 3-D Secure Merchant. Authentication Records include:

- Attempt Responses
- Authentication Confirmations
- Authentication Denials
- Unable-to-Authenticate Responses
- Authentication Request—A request for Cardholder authentication from a 3-D Secure Merchant to an Issuer.
- Authorization—A process, as specified in the *Visa U.S.A. Inc. Operating Regulations*, where an Issuer, an Authorizing Processor, or Stand-In Processing approves a Transaction.
- Authorization Code—A code that an Issuer, its Authorizing Processor, or Stand-In Processing provides to indicate approval of a Transaction. The code is returned in the Authorization Response message and is usually recorded on the Transaction Receipt as proof of Authorization.
- Authorization-Only Capability—A Point-of-Transaction capability where the Authorization Response, when required, is obtained Online
- Authorization Preferred Visa Prepaid Card—An embossed Visa Prepaid Card, bearing the Visa Flag Symbol or Visa Brand Mark, that has a Service Code denoting Online Authorization mandatory encoded on the Magnetic Stripe.
- Authorization Request—A Merchant's or Acquirer's request for an Authorization.
- Authorization Request Cryptogram—A Cryptogram used for a Chip Card process called Online Card Authentication. The Cryptogram is generated by the Card for Transactions requiring Online Authorization. It is sent to the Issuer in the VisaNet record. The Issuer validates the Authorization Request Cryptogram to ensure that the Card is authentic and Card data was not copied from a another Card.
- Authorization Response—An Issuer, Authorizing Processor, or Stand-In Processing reply to an Authorization Request. The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of Authorization Response:
  - Approval Response
  - Decline Response
  - Pickup Response
  - Referral Response

Authorizing Member—See Authorizing Processor.

- Authorizing Processor—A Member of Visa U.S.A. or its VisaNet Processor that provides Authorization services for Merchants or other Members. This definition does not imply or confer membership rights as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II.
- Auto Rental Insurance—A Visa Card feature that provides collision or loss damage insurance on car rental Transactions to Visa Cardholders.

#### Automated Cash Disbursement—See ATM Cash Disbursement.

- Automated Dispensing Machine—A Cardholder-Activated Terminal that accepts payment for dispensed goods, has Electronic Capability, and accepts PINs.
- Automated Fuel Dispenser—A Self-Service Terminal or Automated Dispensing Machine that dispenses fuel such as gasoline, diesel fuel, or propane.
- Automated Referral Service—A VisaNet service that enables an Authorizing Processor to dial a toll-free telephone number to obtain an immediate Authorization Response after receiving a Referral Response.

# В

- **BackOffice Adjustment System**—A Visa service that enables Members and VisaNet Processors to process exception items via a personal computer connected to VisaNet for Clearing and Settlement.
- **Balance Inquiry**—A Cardholder request for his/her account balance that is initiated at an ATM **and** is processed as a separate, non-financial transaction.
- **Bands Design**—A Visa-Owned Mark used only as a component of the Visa Flag Symbol, consisting of three horizontal bands in either:
  - Blue, white, and gold
  - Black, white, and gray

**Effective January 1, 2011**, Visa Cards must **not** bear the Visa Flag Symbol. as specified in *Volume I—General Rules*, Chapter 10A, "*Visa Brand Mark & Card Standards*."

#### Bank Identification Number—See BIN.

Bank of America Visa Mini Card Exclusive License Agreement—The Exclusive License Agreement entered into by and between Bank of America Corporation and Visa U.S.A. Inc. dated as of January 31, 2003 in connection with the issuance of the Visa Mini Card. The initial term of such agreement expires on January 31, 2013, but is subject to earlier termination or forfeiture of usage rights in the event of a breach by Visa.

Bankruptcy Notification Service—A Strategic Bankruptcy Solutions service that identifies:

- Visa and non-Visa card applicants **and**
- Cardholders and non-Visa cardholders who have filed bankruptcy

#### Bankruptcy Retrieval Service—A service that:

- Collects and validates certain data contained in bankruptcy filings obtained from bankruptcy courts **and**
- Transmits this data on a scheduled basis to the Strategic Bankruptcy Solutions system
- BankruptcyPredict Service—Effective June 20, 2008, an optional service provided by Experian Information Solutions, Inc. and Integrated Solutions Concepts, Inc. that uses Member-supplied account performance data, Transaction data, consumer credit data, and a proprietary model, to score Cardholders, cardholders of non-Visa cards, customers of other Visa and non-Visa products to predict the likelihood of bankruptcy.
- **BASE I**—A component of the V.I.P. System that provides Authorization-related services for Transactions that are subsequently cleared and settled through BASE II.

**BASE II—**A VisaNet system that provides Clearing and Settlement services to Members.

BASE II Software—Software developed for use in connection with BASE II.

- **Below-Advice Limit Random Selection**—A Positive Cardholder Authorization Service Issuer option that directs BASE I to randomly select the Issuer-specified percentage of Below-Advice Limit Authorization Requests, to be processed at the next higher level of Positive Cardholder Authorization Service processing.
- **Between-Limits Random Selection**—A Positive Cardholder Authorization Service Issuer option that directs BASE I to randomly select the Issuer-specified percentage of Between-Limits Transaction Authorization Requests to be processed. This option is available only if an Issuer's Advice Limit and Issuer Limit are different.
- **Between-Limits Transaction**—A Transaction with a dollar amount at or above the Advice Limit and below the Issuer Limit. When the Transaction enters BASE I, the:
  - Transaction is checked against the Exception File and at the Issuer's option, receives Activity File checking and Advice File updating, **and**
  - Card Verification Value is verified, if present
- **Bill Payment Transaction**—A Transaction that results from an agreement between a Cardholder and a Merchant where the Cardholder is billed for goods or services within an ongoing service cycle that is known and agreed upon, in advance, by both the Merchant and the Cardholder. Transactions may occur monthly or on a periodic basis. Such Transactions include:
  - Single payments initiated by the Cardholder in either a Face-to-Face Environment or Card-Absent Environment.
  - Recurring Transactions
  - Installment Billing Transactions

Billing Currency—The currency in which an Issuer bills a Cardholder for Transactions.

**BIN**—A six-digit number assigned by Visa and used to identify a Member or VisaNet Processor for Authorization, Clearing, or Settlement processing.

BIN Licensee—A Member or nonmember that:

- A Member designates as a VisaNet Processor and
- Is allocated responsibility by Visa U.S.A. for a specific BIN, as specified in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws and Visa U.S.A. Inc. Operating Regulations

Board—The Visa U.S.A. Board of Directors.

Board of Directors—See Board.

**Branch**—The branch office of an Acquirer where a Manual Cash Disbursement is made.

Business I.D.—A unique Member identification number assigned by Visa U.S.A.

С

**CAMS**—The reporting system used by Visa U.S.A. to notify Issuers of Account Numbers that may have been compromised.

- **CAMS Alert**—A notification through CAMS sent to alert Issuers of Account Numbers involved in a potential compromise event.
- **CAMS Event**—An account compromise event wherein one CAMS Alert or multiple, related CAMS Alerts are sent notifying Issuers of Account Numbers involved in a potential compromise.
- **Car Rental Company**—A Merchant whose primary business is the rental of passenger vehicles at either a corporate or franchise location, or at locations of licensees bearing the name of the corporate entity.

Car Rental Merchant—See Car Rental Company.

Card—A valid Visa Card.

- **Card-Absent Environment**—An environment where a Transaction is completed under both of the following conditions:
  - Cardholder is not present and
  - Card is not present

Transactions in this environment **include** the following:

- Bill Payment Transactions
- Deferred Payment Transactions
- Electronic Commerce Transactions
- Mail/Phone Order Transactions
- Recurring Transactions
- Installment Billing Transactions
- Telephone Service Transactions
- Dynamic Currency Conversion Transactions in the T&E Express Service environment

Transactions in this environment **exclude** Face-To-Face Transactions.

- **Card-Present Environment**—An environment that comprises the conditions of either the Face-To-Face or Cardholder-Activated Terminal environment.
- **Card Manufacturing Agreement**—An agreement provided by Visa that specifies security procedures to be followed by a Certified Manufacturer.
- **Card Personalization**—The process that includes the embossing, printing, or encoding of a Visa Card, or the embedding or initializing of an Integrated Circuit Chip on a Visa Card.
- Card Reproduction—The reproduction of a Card.
- **Card Verification Service**—A VisaNet service where Visa validates the Card Verification Value, on behalf of the Issuer, in an Authorization Request.
- **Card Verification Value**—A unique check value encoded on the Magnetic Stripe and replicated in the Chip of a Card or the Magnetic Stripe of a Visa TravelMoney Card to validate Card information during the Authorization process. The Card Verification Value is calculated from the data encoded on the Magnetic Stripe or Chip using a secure cryptographic process.

Card Verification Value Optional Support Service—An optional Visa reporting service that:

- Provides Issuers with information for the early detection of counterfeit Transactions and
- Notifies Acquirers of terminal or system processing problems

- **Card Verification Value Program**—A Visa program that enables Issuers to validate the Card Verification Value, ensuring that it matches the value encoded at the time of issuance.
- **Card Verification Value 2**—A unique check value generated using a secure cryptographic process, as specified in the *Payment Technology Standards Manual*, that is indent-printed on the back of a Visa Card, or provided to a Virtual Account-Holder.
- **Card Verification Value 2 Program**—A Visa program that enables Issuers to validate the Card Verification Value 2, ensuring that it matches the value indent-printed on the Visa Card at the time of issuance or provided to a Virtual Account-Holder.
- **Cardholder**—An individual to whom a Visa Card, Visa Electron Card, or Visa TravelMoney Card is issued, or who is authorized to use this Visa Card, Visa Electron Card, or Visa TravelMoney Card.
- **Cardholder Access Device**—A terminal, personal computer, or other device that a Cardholder uses to initiate an Electronic Commerce Transaction.
- **Cardholder-Activated Terminal**—A Magnetic-Stripe Terminal or Chip-Reading Device (such as an Automated Dispensing Machine, Limited-Amount Terminal, or Self-Service Terminal) that is not an ATM.
- **Cardholder Authentication Verification Value (CAVV)**—A unique value transmitted by an Issuer, or Visa on behalf of an Issuer, in response to an Authentication Request from a 3-D Secure Merchant.
- **Cardholder Certificate**—An electronic document that authenticates a Cardholder in a Secure Electronic Commerce Transaction that meets the Secure Electronic Transaction Specification.
- **Cardholder Information Security Program**—A program developed by Visa U.S.A. that defines the standard of due care and enforcement for protecting sensitive Cardholder information.
- **Cardholder Inquiry Service**—A service that assists a Cardholder in reaching his/her Issuer when calling the Visa Customer Care Services for account information.
- **Cardholder Maintenance File**—A file consisting of Cardholder names, addresses, and account information for all eligible Visa Traditional Rewards, Visa Signature Cardholders, and provided to Visa on an ongoing basis in accordance with the requirements and the format specified in the Visa Incentive Network Member Implementation Guide and the VisaNet User's Manual.
- **Cardholder Password**—An authentication value identifying a Cardholder in a Secure Electronic Commerce Transaction that meets the Three-Domain (3-D) Secure Specification.
- **Cardholder Verification**—The process of validating a Cardholder's identity through verification of the Cardholder's signature or PIN, or other methods as required in the *Visa U.S.A. Inc. Operating Regulations* (e.g., Cardholder signature for a Manual Cash Disbursement).
- **Cardholder Verification Method**—Instructions encoded within a Chip that define how the authenticity of a Cardholder's identity is to be verified.
- **Cardholder Verification Method List**—An Issuer-defined list contained within a Chip establishing the hierarchy of preferences for verifying a Cardholder's identity.

**Cash Disbursement**—Currency, including travelers cheques, paid out to a Cardholder using a Card. The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of Cash Disbursement:

- ATM Cash Disbursement
- Emergency Cash Disbursement
- Manual Cash Disbursement

Cash Disbursement Draft—See Cash Disbursement Transaction Receipt.

- **Cash Disbursement Transaction Receipt**—A Transaction Receipt evidencing a Manual Cash Disbursement. (See the Volume I—General Rules, 80-Column Cash Disbursement Transaction Receipt (Exhibit F).
- **Center**—A Member or VisaNet Processor facility at which Authorization, Clearing, Settlement, and other related activities take place.
- **Centralized Card Issuance—Effective April 15, 2008**, the issuance of Visa Corporate Cards, Visa Purchasing Cards, or Visa Meetings Cards into a country different than that for which a Member holds appropriate Visa licenses.

Central Processing Date—One of the following:

- For Transactions processed through BASE II, the date (based on Greenwich Mean Time) on which a Member inputs Interchange data to, and the data is accepted by, a VisaNet Interchange Center
- For Transactions processed through the Single Message System, the date the Transaction is settled (for financial Transactions) or date the Transaction is entered into the Single Message System (for non-financial transactions)
- **Central Reservation Service**—An entity that acts as a reservations resource for various geographically contiguous lodging establishments.
- **Certification Authority**—An entity that issues and manages Digital Certificates for use with Visa products and services in accordance with Visa-specified requirements. Entities eligible to be Certification Authorities within the Visa Certification Authority hierarchy include:
  - Visa
  - Visa Regions
  - Visa Members

Certified Card Manufacturer—See Certified Manufacturer.

**Certified Manufacturer**—A card manufacturer that Visa certifies to produce one or more Card products on behalf of an Issuer.

Chargeback—A Transaction that an Issuer returns to an Acquirer.

**Chargeback Advice**—A VisaNet message, sent in response to a Chargeback, that notifies the Issuer of the VisaNet Documentation Automation Service status of the Acquirer.

**Chargeback Period**—The number of calendar days from the Central Processing Date of a Transaction Receipt during which time the Issuer may exercise a Chargeback right.

- **Chargeback Protection Limit**—A dollar amount that has been established for single Transactions at specific types of Merchant Outlets below which the Acquirer is protected from a "No Authorization" (Reason Code 72) Chargeback.
- **Chargeback Record**—A VisaNet transaction through which an Issuer returns a Transaction Receipt to a Clearing Processor.
- **Chargeback Reduction Service**—A VisaNet service that screens Presentments and Chargebacks and returns certain invalid items to the Acquirer or Issuer, as appropriate.
- **Chargeback Reference Number**—An Issuer-assigned number that identifies the source of an outgoing Chargeback.
- Cheque—A travelers cheque that a Member issues, and that bears the Visa-Owned Marks.
- **Chip**—An electronic component designed to perform processing or memory functions for a Visa Smart Payment Card.
- **Chip Card**—A Visa Smart Payment embedded with a Chip that communicates information to a Point-of-Transaction Terminal.
- **Chip-Reading Device**—A Point-of-Transaction Terminal capable of reading, communicating, and processing Transaction data from a Chip Card. Such terminal may additionally include Contactless Payment capability.
- **Claim**—As used in *Volume I*—*General Rules*, Chapter 1, "*General Regulations*," *Section 1.15*, personal injury, property losses, damages (including lost profits or savings, indirect, consequential, special, exemplary, punitive, or incidental) losses, penalties, fines, suits, expenses, and costs (including attorney's fees.)
- Classic Mark—See Classic Wordmark.
- Classic Visa Check Card—See Consumer Visa Check Card.
- **Classic Wordmark**—A Mark comprising the word "Classic" when used in connection with the Visa Program. One of the Visa Program Marks.
- **Clearing**—All of the functions necessary to collect a Clearing Record from an Acquirer in the Transaction Currency and deliver it to the Issuer, or to reverse this transaction, or to process a Fee Collection.
- Clearing Member—See Clearing Processor.
- **Clearing Processor**—A Member or its VisaNet Processor that provides Clearing and Settlement services for Merchants or other Members. This definition does not imply or confer membership rights as defined in the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II.*
- **Clearing Record**—A record of a Presentment, Chargeback, Representment, or Reversal in the format necessary to clear the Transaction.
- **Clearing Reversal**—A VisaNet Transaction that negates a Transaction previously sent through BASE II or the Single Message System, as specified in the *Visa U.S.A. Inc. Operating Regulations* and appropriate *VisaNet User's Manual.*

- **Client Organization**—A company or organization that sponsors a Commercial Visa Product program, such as Visa Business, Visa Corporate, Visa Purchasing (including Visa Fleet), and any other Commercial Card program combining the functionality of these Cards, wherein Cards are provided to users for business-related purchases. Such companies or organizations may include public or private-sector companies, including sole proprietors and self-employed individuals.
- **Collateral Material**—Printed, broadcast, or other communications regarding the Affinity Partner's Trade Name or Mark. These may include, but are not limited to, solicitations, promotional materials, advertisements, statements, statement inserts, direct mail solicitations, and telemarketing operator scripts.
- Collision/Loss Damage Waiver—See Auto Rental Insurance.
- Combined Terminated Merchant File—See Terminated Merchant File.
- Comet Design—A Visa-Owned Mark consisting of a curved graphic element.
- Commercial Card—See Commercial Visa Product.
- **Commercial Card Enhanced Data Transport**—A Visa service that enables Issuers to provide their Commercial Visa Product customers with optional enhanced reporting of Commercial Card Transaction information provided by Merchants and Acquirers.
- **Commercial Level II Transaction**—A Commercial Visa Product Transaction that is authorized and processed as specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **Commercial Level III Transaction**—A Commercial Visa Product Transaction that is authorized and processed as specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **Commercial Visa Prepaid Product**—A Commercial Visa Product, issued as a Visa Prepaid Card, which is designed to access funds in a Prepaid Account that is owned by a Client Organization, used solely to provide a means to pay for the acquisition of business-related goods and services.
- **Commercial Visa Product—Effective April 15, 2008**, a Visa Card that bears the Marks Area and the descriptive term "Business Card," "Corporate Card," "Purchasing Card," "Fleet Card," "Visa Commercial," "Visa Meetings," or "Visa Signature Business" on the front of the Card.
- **Common Core Definition**—A set of common data definitions and processes between the EMV Chip Card and the Issuer host interface, which is mutually recognized by Visa and MasterCard.
- **Completion Message—Effective October 4, 2008**, a Clearing Record to clear a Real-Time Clearing Transaction.
- **Compliance**—A process where Visa resolves disputes between Members arising from violations of the *Visa U.S.A. Inc. Operating Regulations* when the requesting Member can certify that a financial loss has occurred, or will occur for a specific amount, and no Chargeback right is available.
- **Compliance Committee**—A Visa U.S.A. committee that resolves certain disputes between Members that arise from violations of the *Visa U.S.A. Inc. Operating Regulations*.

Compromised Account Management System—See CAMS.

- **Confidential Consumer Cardholder Information**—An Account Number, or other personally identifiable information relating to a Consumer Cardholder.
- **Confidential Enhanced Merchant-Level Data**—Merchant-related data provided through Visa U.S.A. or Visa International to an Issuer in connection with a Commercial Visa Product. This data includes all Enhanced Merchant-Level Data except for Non-Confidential Enhanced Merchant-Level Data, and is subject to the disclosure restrictions as specified in the *Visa U.S.A. Inc. Operating Regulations*.

Consumer Card—See Visa Consumer Card.

- Consumer Cardholder—A Cardholder, other than the Cardholder of a Commercial Visa Product.
- **Consumer Visa Check Card**—A Visa Check Card that accesses a deposit, investment, or other asset account of a consumer, including a fiduciary account.
- **Consumer Visa Deferred Debit Card**—A Consumer Card that accesses a deposit, investment, or other asset account of a consumer, including a fiduciary account, where the amount of any individual Transaction is not accessed, held, debited, or settled from the consumer asset account sooner than 14 days from the date of the Transaction.
- Contactless Card—See Visa Contactless.
- **Contactless Payment**—A form of Visa payment conducted in the Card-Present Environment at the Point-of-Transaction through a Visa-approved wireless interface such as radio frequency or infrared technology.
- **Contactless Payment Terminal**—A Point-of-Transaction Terminal that reads the Magnetic-Stripe Data on a Contactless Payment chip through a Visa-approved wireless interface, and that includes Magnetic-Stripe reading capability.
- **Contactless Payment Transaction**—A Transaction completed at a Point-of-Transaction Terminal through a Visa-approved wireless interface in the Card-Present Environment.
- **Convenience Fee—Effective October 4, 2008**, a fee charged by a Merchant or a Tax Payment Program Merchant to the Cardholder, as specified in *Section 5.2.E*.
- Copy—See Transaction Receipt.
- **Copy Request**—A request for a Transaction Receipt that is processed through the VisaNet Copy Request and Fulfillment Service.
- **Copyright**—A form of protection that the laws of various countries provide for original literary, dramatic, musical, artistic, and certain other intellectual works.
- **Correspondent Bank**—A depository institution that holds an account with, or on behalf of, a Settlement Bank, and engages in an exchange of services with that bank.

#### Counterfeit Card—One of the following:

- A device or instrument that is printed, embossed, or encoded so as to purport to be a Visa Card, Visa Electron Card, or a Visa TravelMoney Card but that is not a Visa Card, Visa Electron Card, or a Visa TravelMoney Card because an Issuer did not authorize its printing, embossing, or encoding
- An instrument that is printed with the authority of the Issuer and that is subsequently embossed or printed, and encoded without the Issuer's authority
- A Visa Card, Visa Electron Card, or Visa TravelMoney Card that an Issuer has issued and that is altered or re-fabricated, except one on which the only alteration or re-fabrication comprises modification of the signature panel or Cardholder signature.

The Counterfeit Card, if recovered, must bear the Visa Flag, Visa Electron Symbol, or the Visa TravelMoney Wordmark as applicable, unless the counterfeiting relates to the encoding only.

**Counterfeit Fraud Recovery—Effective November 1, 2008**, a subset of the Account Data Compromise Recovery Process that allocates responsibility and reimbursement for incremental counterfeit fraud losses incurred as a result of an account compromise event involving Magnetic-Stripe Data and/or PIN data.

Counterfeit Paper—See Counterfeit Transaction Receipt.

**Counterfeit Transaction Receipt**—A Transaction Receipt arising from the use of a Counterfeit Card.

**CPS Transaction**—A Transaction that meets the Custom Payment Services requirements, as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*." The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of CPS Transactions:

- CPS/Account Funding Transaction
- CPS/Automated Fuel Dispenser Transaction
- CPS/Card Not Present Transaction
- CPS/e-Commerce Transaction
- CPS/e-Commerce Preferred Transaction
- CPS/e-Commerce Basic Transaction
- CPS/e-Commerce Preferred Hotel and Car Rental Transaction
- CPS/e-Commerce Preferred Passenger Transport Transaction
- CPS/e-Commerce Preferred Retail Transaction
- CPS/e-Commerce Transaction
- CPS/Hotel and Car Rental Card Not Present Transaction
- CPS/Hotel and Car Rental Card Present Transaction
- CPS/Passenger Transport Transaction
- CPS/Restaurant Transaction
- CPS/Retail Transaction
- CPS/Retail Key-Entry Transaction
- CPS/Retail 2 Transaction
- CPS/Service Station Transaction
- CPS/Small Ticket Transaction
- CPS/Supermarket Transaction
- CPS/T&E Transaction

- **CPS/Account Funding**—A payment service for Account Funding Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/Automated Fuel Dispenser**—A payment service for Automated Fuel Dispenser Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/Card Not Present**—A payment service for Transactions completed in a Card-Absent Environment, except for Electronic Commerce Transactions, that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **CPS/e-Commerce Basic**—A payment service for Electronic Commerce Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/e-Commerce Preferred Hotel and Car Rental**—A payment service for Electronic Commerce Transactions that:
  - Originate from a hotel, cruise line, or car rental Merchant and
  - Meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **CPS/e-Commerce Preferred Passenger Transport**—A payment service for Electronic Commerce Transactions that:
  - Originate from an Airline or passenger railway Merchant, or their agent, and
  - Meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/e-Commerce Preferred Retail**—A payment service for Electronic Commerce Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/e-Commerce Preferred Transaction**—A CPS Transaction processed as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*." The *Visa U.S.A. Inc. Operating Regulations* refer to the following types of CPS/e-Commerce Preferred Transactions:
  - CPS/e-Commerce Preferred Hotel and Car Rental Transaction
  - CPS/e-Commerce Preferred Passenger Transport Transaction
  - CPS/e-Commerce Preferred Retail Transaction

#### CPS/e-Commerce Transaction—A CPS Transaction processed as specified in

*Volume I—General Rules*, Chapter 4, "*Acquirer Standards*." The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of CPS/e-Commerce Transactions:

- CPS/e-Commerce Basic Transaction
- CPS/e-Commerce Preferred Hotel and Car Rental Transaction
- CPS/e-Commerce Preferred Passenger Transport Transaction
- CPS/e-Commerce Preferred Retail Transaction

- **CPS/Hotel and Car Rental Card Not Present**—A payment service for lodging, cruise line, and car rental Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/Hotel and Car Rental Card Present**—A payment service for lodging, cruise line, and car rental Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/Passenger Transport**—A payment service for all Passenger Transport Service Category Transactions processed as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/Restaurant**—A payment service for Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **CPS/Retail**—A payment service for Retail Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/Retail Key-Entry**—A payment service for Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **CPS/Retail 2**—A payment service for Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/Rewards Interchange Reimbursement Fee**—One of the following Interchange Reimbursement Fees for Visa Consumer Credit Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
  - CPS/Rewards 1
  - CPS/Rewards 2
- **CPS/Rewards 1 Interchange Reimbursement Fee**—An Interchange Reimbursement Fee for Visa Consumer Credit Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **CPS/Rewards 2 Interchange Reimbursement Fee**—An Interchange Reimbursement Fee for Visa Consumer Credit Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **CPS/Service Station**—A payment service for Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **CPS/Small Ticket**—A payment service for Visa Consumer Card Transactions that meet the applicable requirements as specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards," and Chapter 5, "Card & Cheque Acceptance."

- **CPS/Supermarket**—A payment service for Supermarket Incentive Program Transactions that meet the applicable requirements specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- **CPS/T&E Transaction**—A CPS Transaction processed as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*." The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of CPS/T&E Transactions:
  - CPS/Hotel and Car Rental Card Not Present Transaction
  - CPS/Hotel and Car Rental Card Present Transaction
  - CPS/Passenger Transport Transaction

**Credit Bureau**—For purposes of Visa Advanced ID Solutions, Strategic Bankruptcy Solutions, and **effective June 20, 2008**, BankruptcyPredict Service, a company that is required or has agreed to comply with the requirements applicable to consumer reporting agencies under the Federal *Fair Credit Reporting Act*, including but not limited to a company that receives Member information pursuant to the eFunds Services or ID Score Plus components of Visa Advanced ID Solutions or that provides card account numbers, identified from bankruptcy petitions files in U.S. bankruptcy courts, to Strategic Bankruptcy Solutions.

- Credit Reporting Improvement Service—A service that supports the Issuer by monitoring the reporting and handling of credit bureau data, as specified in *Volume I—General Rules*, *Section 2.2.H.*
- Credit Transaction—A Merchant's refund or price adjustment credited to a Cardholder account.
- **Credit Transaction Receipt**—A Transaction Receipt evidencing a Merchant's refund or price adjustment to be credited to a Cardholder account.
- Credit Voucher-See Credit Transaction Receipt.
- **Cruise Line Merchant**—A Merchant whose primary business is the selling of recreational travel on water, including overnight accommodations, intended to provide leisure or vacation activities for individuals or groups.
- **Cryptogram**—A value resulting from a combination of specific key data elements that are used to validate the source and integrity of data.

#### Currency Conversion Rate—Either:

- A rate selected by Visa from the range of rates available in wholesale currency markets on the applicable Central Processing Date (such rate may vary from the rate Visa itself receives) plus or minus any adjustment determined by the Issuer **or**
- The government-mandated rate in effect on the applicable Central Processing Date, plus or minus any adjustment determined by the Issuer

**Custom Payment Services (CPS)**—The component services of PaymentService 2000, designed to meet the special Card acceptance and operating procedures of different types of Merchants. The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of Custom Payment Services:

- CPS/Account Funding
- CPS/Automated Fuel Dispenser
- CPS/Card Not Present
- CPS/e-Commerce Basic
- CPS/e-Commerce Preferred Hotel and Car Rental
- CPS/e-Commerce Preferred Passenger Transport
- CPS/e-Commerce Preferred Retail
- CPS/Hotel and Car Rental Card Not Present
- CPS/Hotel and Car Rental Card Present
- CPS/Passenger Transport
- CPS/Restaurant
- CPS/Retail
- CPS/Retail Key-Entry
- CPS/Retail 2
- CPS/Service Station
- CPS/Small Ticket
- CPS/Supermarket

### D

**Data Capture-Only Capability**—Point-of-Transaction Capability where the Transaction Receipt data is electronically captured for Deposit purposes, but does not have capability to go Online.

**Data Encryption Standard**—The data encryption standard defined in American National Standards Institute X3.92-1981 for encrypting and decrypting binary coded data.

**Data Reformatter Service**—A service that streamlines file processing for Direct Exchange Open File Delivery endpoints by eliminating in-house file manipulation.

**Debit Interchange Group Member**—A Member of Visa U.S.A., as specified in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Section 2.04(g).

Debit Tax Payment Interchange Reimbursement Fee —Effective October 4, 2008, an Interchange Reimbursement Fee for Visa Debit Card Transactions that meet the qualification requirements of the Tax Payment Program specified in *Volume I—General Rules*, *Section 4.9.K* and *Section 5.4.K*.

**Debit Tax Payment Transaction —Effective October 4, 2008**, a Visa Debit Card Transaction, as specified in *Section 4.9.J* that qualifies for the Visa Debit Tax Payment Interchange Reimbursement Fee.

Debt Repayment Program Interchange Reimbursement Fee—Effective October 4, 2008, an Interchange Reimbursement Fee paid to or received by a Member for a Transaction processed as specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."

**Debt Repayment Program Merchant—Effective October 4, 2008**, a Merchant that processes Visa Debt Repayment Program Transactions as specified in the Visa Debt Repayment Program Guide and Volume I—General Rules, Chapter 5, "Card & Cheque Acceptance." **Decline Response**—An Authorization Response indicating that the Transaction is declined and the Card is not to be honored.

**Deferred Clearing Transaction**—A Transaction that is:

- Authorized through a V.I.P. System message and subsequently cleared and settled in a separate message through either BASE II or the Single Message System, **or**
- Cleared and settled through either BASE II or the Single Message System without Authorization
- **Deferred Payment Transaction**—A Transaction completed in a Card-Absent Environment for which the Cardholder is billed once no more than 90 days after the first shipment of merchandise.
- **Delayed Delivery Transaction**—A single Transaction where a Cardholder completes two separate Transaction Receipts. The first Transaction Receipt functions as a deposit (such as down payment) for goods or services; the second is to pay the balance due the Merchant.
- **Deposit**—The submission of a Transaction Receipt by a Merchant to an Acquirer, resulting in a credit or debit to the Merchant's Visa account.
- **Deposit Date**—The date on which an Acquirer receives a Transaction Receipt from a Merchant.
- **Diamond Design**—A Visa-Owned Mark, used as an element of the Plus Symbol, consisting of three triangles with an open space in the lower right-hand corner, arranged to form an outline of the symbol "+."
- **Digital Certificate**—A digitally signed credential used to authenticate the owner of the credential or to ensure the integrity and confidentiality of the message it is signing.

Direct Arbitration—A process whereby Visa assigns financial liability for a Transaction when the:

- Chargeback Reduction Service rejects a Presentment because the Account Number was listed on the Exception File with a Pickup Response on the Transaction Date, **or**
- Acquirer claims that the rejected Transaction was authorized
- **Direct-Connect Merchant**—A Merchant that directly enters Authorization Requests into the V.I.P. System.
- **Direct Exchange**—A Visa U.S.A. payment network for Member and VisaNet processing endpoints, which uses open and secure Internet technologies and commercially available software to access the VisaNet systems. This technology environment will completely replace the current VisaNet Access Point PC-based environment.
- **Direct Marketing Travel-Related Arrangement Services**—Transportation or travel-related services, including membership in discounted travel clubs, offered via Mail/Phone Order.
- **Disney Marks and Promotional Materials**—Certain official designations, names, Marks, logos, symbols, photographs, films, characters, and other representations and designations associated with the Disney Properties that are specifically designated by Visa, under authority of the Disney Sponsorship Agreements.

- **Disney Marks Usage Guidelines**—The current set of marketing, advertising, and promotional rules governing Members' usage of the Disney Marks and Promotional Materials, including among other things, the form, manner, and time periods in which such materials may be used, as published in the *Visa Disney Promotional Handbook* or otherwise provided to Members by Visa.
- **Disney Properties**—Certain properties and operations of Disney Worldwide Services, Inc. and its affiliates specified in the Disney Sponsorship Agreements (including specified resort properties, motion pictures and video releases, music and publishing assets, Internet properties, theatrical productions and venues, licensed characters, the Disney Stores, the Disney Catalogs, and ESPN Zone Sites).
- **Disney Sponsorship Agreements**—The master promotional and sponsorship agreement among Disney Worldwide Services, Inc., Visa U.S.A. Inc. and Visa International Service Association and the Disneyland Resort Paris promotional and sponsorship agreement among Euro Disney S.C.A., Visa U.S.A. and Visa International Service Association.
- **Dispute Resolution Questionnaires**—A series of specific questionnaires, available in Visa Resolve Online, designed for each Chargeback category, to facilitate the exchange of information in the dispute resolution process. A Dispute Resolution Questionnaire:
  - Is required when documentation is sent to the opposing Member
  - May be used for non-fraud related disputes when a Cardholder or Merchant letter is unavailable.
- **Documentation Indicator**—A VisaNet code indicating the status of mailed supporting documentation and the validity of the Acquirer's Reference Number.

Domestic Interchange—Interchange of a Domestic Transaction.

- **Domestic Transaction**—A Transaction where the Issuer of the Visa Card, Visa Electron Card, or Visa TravelMoney Card, used is located in the Transaction Country.
- **Domestic Transaction Receipt**—A Transaction Receipt evidencing a Domestic Transaction.
- **Dove Design**—A Visa-Owned Mark depicting a dove in flight that identifies the Visa Program or the Visa Cheque Program.
- Draft Number-See Transaction Receipt Number.
- **Dynamic Card Verification Value (dCVV)**—An authentication value for each Contactless Payment Transaction.
- **Dynamic Currency Conversion**—A conversion of the currency in which goods or services are normally priced into a different currency, as agreed upon by the Cardholder and Merchant.
- **Dynamic Data Authentication**—A cryptographic value generated by a Chip Card in an offline environment that uses Transaction-specific data elements and is verified by a Chip-Reading Device to protect against skimming.

# Ε

Edit Package—The BASE II software that Visa supplies to VisaNet Processors to:

- Validate Interchange data
- Process Interchange data sent from the VisaNet Processor to Visa
- Process incoming Transactions received from Visa

Edit Package Run Date—See Acquirer's Processing Date.

Edit Package Software—See Edit Package.

eFunds Services—Optional features of Visa Advanced ID Solutions that provide Members with debit bureau and fraud data from the databases of Chex Systems, Inc., a subsidiary of eFunds Corporation, for use with respect to applicants for Cards or non-Visa cards and Cardholders or cardholders of non-Visa cards.

**Egregious Violation**—A violation that is not necessarily repetitive or a Willful Violation, yet presents substantial risks to Visa and its Members, threatening to adversely affect the:

- Goodwill associated with the Visa system, brand, products, or services
- Operations of Visa or Members that could cause substantial financial impact

Electronic Capability—A Point-of-Transaction Capability where all of the following are true:

- Transaction Authorization is required (or the terminal is capable of reading and acting upon the Service Code in the Magnetic Stripe or information provided in the Chip)
- · Authorization Response is obtained Online, or as instructed by the Issuer
- · Authorization Response and Transaction Receipt data are captured electronically
- Electronic Commerce Merchant—A Merchant that conducts the sale of goods or services electronically over the Internet and other networks.
- **Electronic Commerce Merchant Monitoring Program**—A Visa program designed to protect the Visa brand by identifying, and eliminating from the Visa system, Electronic Commerce Transactions representing the sale of child pornography.
- **Electronic Commerce Transaction**—A Transaction conducted over the Internet or other network using a Cardholder Access Device. An Electronic Commerce Transaction is one of the following:
  - Non-Secure Transaction
  - Non-Authenticated Security Transaction
  - Secure Electronic Commerce Transaction

**Electronic Data**—Data describing a Transaction Receipt, transmitted via VisaNet.

**Electronic Imprint**—Reading and printing or capturing Card Magnetic Stripe information at a Magnetic-Stripe Terminal or Chip information at a Chip-Reading Device.

Electronic Interchange Reimbursement Fee—An Interchange Reimbursement Fee paid to or received by a Member for a Transaction processed as specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."

- Electronic Mail Address—The electronic mailbox location of a Merchant that conducts the sale of goods or services over the Internet or other network (e.g., merchantname@service provider.com).
- **Electronic Signature**—An electronic process attached to, or logically associated with, a contract or other record and executed by a Member officer with the intent to sign such contract or record.
- **Electronic Transaction Receipt**—A Transaction Receipt where the terminal generates the required data that is printed on the Transaction Receipt.
- **Eligible Cardholder**—A Cardholder eligible to receive Emergency Card Replacement and Emergency Cash Services as specified in *Volume I—General Rules*, Chapter 3, "*Issuer Standards*" and the *Visa Enhancements Resource Guide*.
- **Emergency Card Replacement Service**—The Global Customer Assistance Services program that provides an Emergency Replacement Card to an Eligible Cardholder who has reported his/her Card or Cheques lost or stolen.
- **Emergency Cash Disbursement**—A Cash Disbursement by a Member to an Eligible Cardholder who has reported his/her Card, Cheques, or Visa TravelMoney Card lost or stolen.
- **Emergency Cash Service**—The Global Customer Assistance Services program that provides an Emergency Cash Disbursement to an Eligible Cardholder who has reported his/her Card or Visa TravelMoney Card lost or stolen.
- **Emergency Cheque Refund**—An Emergency Cash Disbursement or Cheque replacement that an Emergency Refund Location provides to a Visa Cheque purchaser at the direction of the Global Refund Service.
- **Emergency Refund Location**—The office of a Member where an Emergency Cheque Refund is disbursed.
- **Emergency Replacement Card**—A temporary Visa Card that an Issuer or its Agent (including Visa) provides to replace an Eligible Cardholder's lost or stolen Visa Card.
- **Emergency Replacement Visa TravelMoney Card**—A Visa TravelMoney Card that an Issuer provides to replace an Eligible Cardholder's lost or stolen Visa TravelMoney Card issued by the same Issuer.
- **Emergency Service Location**—The Visa Customer Care Services or Member location where an Eligible Cardholder can obtain an Emergency Replacement Card or an Emergency Cash Disbursement during normal business hours.

Emergency Travelers Cheque Refund—See Emergency Cheque Refund.

**Emergency/Travel Services**—Emergency services provided to Eligible Cardholders and Cheque purchasers traveling away from home. These include:

- Emergency Cash Service
- Emergency Card Replacement Service
- Emergency medical/legal assistance
- Emergency ticket replacement
- Emergency message service
- Auto Rental Insurance
- General travel assistance

**EMV-Compliant**—A Card or terminal application that complies with the requirements specified in the *EMV Integrated Circuit Card Specifications for Payment Systems*.

**EMV Integrated Circuit Card Specifications for Payment Systems (EMV)**—Technical specifications developed jointly by Europay International, MasterCard International, and Visa International to provide standards and ensure global interoperability for use of Chip technology in the payment industry.

Enhanced Authorization Service—A VisaNet service providing Issuers with all of the following:

- · Automated management of Authorization Request volumes
- Automated Exception File updates
- Enhanced reporting of Authorization activity

**Enhanced Data**—Data provided through Visa U.S.A. or Visa International to an Issuer in connection with a Commercial Visa Product program. Such data may include both or either Enhanced Merchant-Level Data or Enhanced Transaction-Level Data.

**Enhanced Merchant-Level Data**—Merchant-related data provided through Visa U.S.A. or Visa International to an Issuer in connection with a Commercial Visa Product program. Such data includes:

- Merchant street address
- Merchant telephone number
- Incorporation status
- Owner's name
- Minority and woman-owned business status
- Taxpayer identification number

**Enhanced Transaction-Level Data**—Transaction-related data provided through Visa U.S.A. or Visa International to an Issuer in connection with a Commercial Visa Product. Such data includes:

- Accounting code
- Sales tax
- Description of items purchased, cost per unit, number of units
- Vehicle fleet data (vehicle/driver ID, odometer reading)
- Detailed itinerary information (Airline, origination/destination, class of travel)

**Enhanced Visa Wordmark**—A Visa-Owned Mark representing the Visa Corporate Identity, consisting of the Visa Logotype centered above the Comet Design.

**Exception File**—A VisaNet file of Account Numbers, for which the Issuer has predetermined an Authorization Response, that a Member accesses Online.

**Exception Transaction**—A VisaNet transaction related to an original Transaction, such as:

- Chargeback
- Chargeback Reversal
- Confirmation request related to a Copy Request
- Copy Request
- Credit or debit adjustment
- Representment

**Excessive Fraud Activity**—Fraud Activity that exceeds Visa-specified parameters.

**Expired Card**—A Visa Card, or Visa Electron Card, or Visa TravelMoney Card, on which the embossed, encoded, or printed expiration date has passed.

Exported International Paper—See Exported Transaction Receipt.

Exported Local Paper—See Exported Transaction Receipt.

**Exported Paper**—See Exported Transaction Receipt.

**Exported Transaction Receipt**—A Transaction Receipt that is deposited outside of the Transaction Country.

### F

Face-To-Face Environment—An environment where a Transaction is completed under all of the following conditions:

- Card is present
- Cardholder is present
- Individual representing the Merchant or Acquirer completes the Transaction

Transactions in this environment **include** the following:

- Retail Transactions
- Manual Cash Disbursements
- Bill Payment Transactions

Transactions in this environment **exclude** the following:

- Electronic Commerce Transactions
- Installment Billing Transactions
- Mail/Phone Order Transactions
- Recurring Transactions
- Cardholder-Activated Terminal Transactions
- **Fedwire**—A telecommunications payment transfer service that the United States Federal Reserve System operates.
- Fee Collection—A VisaNet transaction used by a Member or Visa to collect financial obligations of a Member arising out of the Visa U.S.A. Inc. Operating Regulations, from a Clearing Processor.

Fictitious Account Number—An Account Number that has never existed.

File Correction Service—A service where Visa reverses accepted Interchange files that contain duplications.

Fleet Card—See Visa Fleet Card.

Fleet Service—See Visa Fleet Service.

Flexible Spending Account (FSA)—See Visa Flexible Spending Account.

Foreign Branch—The branch office of a Visa U.S.A. Member located outside the United States.

Foreign Branch Paper—See Foreign Branch Transaction Receipt.

**Foreign Branch Transaction Receipt**—A Transaction Receipt that originates at a Merchant Outlet located outside of the United States and is deposited to a Foreign Branch.

Foreign Currency—A currency other than local currency.

Fraud Activity—A Transaction or occurrence where the Cardholder:

- Certifies that he/she did not authorize or participate in the Transaction, or
- Misrepresented his/her identity or financial status to the Issuer to obtain a Visa account

Fraud Advice—A VisaNet transaction through which an Issuer may report Fraud Activity.

**Fulfillment**—A document image that the Acquirer supplies in response to a Copy Request or Retrieval Request, using the VisaNet Copy Request and Fulfillment Service.

#### Full-Chip Data—Data that provides:

- EMV minimum requirements
- Visa-specified information necessary to support Online cryptographic validation
- Record of the Card and terminal interactions completed during a Transaction

**Funds Disbursement**—A VisaNet transaction used by a Member or Visa U.S.A. to disburse funds to a Clearing Processor.

### G

**Global Customer Assistance Services**—Emergency services provided to Cardholders and Cheque purchasers traveling away from home. These include the:

- Lost/Stolen Card Reporting Service
- Emergency Card Replacement Service
- Emergency Cash Service
- Global Refund Service
- Cardholder Inquiry Service

**Global Member Billing Solution**—The primary billing system used by Visa (formerly "Visa Integrated Billing System").

**Global Merchant Chargeback Monitoring Program**—A program that monitors International Transactions and Chargebacks to identify Merchants that cause undue economic and goodwill damage to the Visa system, as specified in the *Visa International Operating Regulations*.

**Global Refund Service**—A Visa service that assists Cheque purchasers whose Cheques are lost or stolen.

Gold Visa Check Card—See Consumer Visa Check Card.

- **GSA Large Ticket Transaction**—A Transaction completed with a Visa Purchasing Card that is issued to federal government agencies by an Issuer contracted with the General Services Administration and meets the requirements specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **GSA Large Transaction Interchange Reimbursement Fee**—An Interchange Reimbursement Fee paid to or received by a Member for a GSA Large Transaction processed as specified in *Volume I*—General Rules, Chapter 4, "Acquirer Standards."

Guest Folio—The guest file of a Lodging or Cruise Line Merchant.

#### Η

- **Healthcare Auto-Substantiation**—A process that enables an Issuer to automatically substantiate the dollar amount of the qualifying medical purchases in the Authorization Request for a Visa Flexible Savings Account (FSA) or a Visa Health Reimbursement Account (HRA) Transaction. Issuers of these Cards and any Agents that process Transactions for such Cards must perform Healthcare Auto-Substantiation.
- Health Care Merchant—A Merchant, other than a pharmacy, whose primary business is providing health care services. A Health Care Merchant is identified by the following Merchant Category Codes: 4119, 5975, 5976, 7277, 8011, 8021, 8031, 8041, 8042, 8043, 8044, 8049, 8050, 8062, 8071, and 8099.
- **Health Care Eligibility Service**—A VisaNet service through which a Health Care Merchant may verify an individual's health care coverage and co-payment amount, if applicable.
- Health Reimbursement Account (HRA)—See Visa Health Reimbursement Account.

Health Savings Account (HSA)—See Visa Health Savings Account.

- High-Risk Internet Payment Service Provider—An Internet Payment Service Provider that:
  - Enters into a contract with an Acquirer to provide payment services to Sponsored Merchants and
  - Includes one or more Sponsored Merchants required to be classified with Merchant Category Code 5967 (Direct Marketing—Inbound Teleservices Merchant) in its Sponsored Merchant portfolio
- High-Risk Location—A Member or Merchant Outlet with abnormally high levels of risk-related activity, as specified in the Volume I—General Rules, Chapter 2, "Risk Management & Security."
- High-Risk Merchant—A Merchant Outlet identified by the Risk Identification Service (RIS) Online when established parameters for risk and fraud activities have been exceeded. A High-Risk Merchant may be subject to Chargebacks, as specified in *Volume I—General Rules*, Chapter 2, "*Risk Management & Security*."
- High-Risk Sponsored Merchant—An electronic commerce merchant required to be classified with Merchant Category Code 5967 (Direct Marketing—Inbound Teleservices Merchant) that contracts with an Internet Payment Service Provider to obtain payment services.

**High-Risk Telemarketing Merchant**—A Merchant whose business includes telemarketing activity that presents financial or goodwill risk to Visa or the Visa-Owned Marks. The *Visa U.S.A. Inc. Operating Regulations* refers to the following as High-Risk Telemarketing Merchants:

- Direct Marketing Travel-Related Arrangement Services
- Inbound Teleservices
- Outbound Telemarketing

Visa may change the definition of a High-Risk Telemarketing Merchant to include additional Merchant categories.

# I, J

- **iCVV**—An alternate Card Verification Value that an Issuer may encode on a Chip instead of the standard Card Verification Value contained in the Magnetic Stripe of the Chip Card.
- **ID Score Plus**—An optional feature of Visa Advanced ID Solutions that provides Members with a score and related reason code(s) provided by ID Analytics, Inc. that assesses the risk associated with an identity in connection with an application for a Card or, non-Visa card, or other Visa or non-Visa product.

**Illegible Item**—A Fulfillment that is not legible enough for the Cardholder to read or for the Issuer to identify the Account Number. A Fulfillment with the following is not considered illegible:

- The first six digits of the Account Number (representing the Issuer's BIN) and embossed or printed Cardholder name are legible.
- A handwritten Account Number is legible.
- Enough characters of the Merchant name are readable to identify the Merchant or enable the Cardholder to identify the Transaction.
- The Copy includes an illegible "total amount" or cents, but a legible itemized invoice totals the Transaction amount.

Imprint—Cardholder data transferred from a Visa Card, Visa Electron Card, or Visa TravelMoney

- Card, to a Transaction Receipt to complete a Transaction. There are two kinds of imprints:
  - Electronic Imprint
  - Manual Imprint
- **Inbound Teleservices**—Non-business-to-business audiotext/videotext and or digital content services accessed via telephone, fax, or over an open network, such as the Internet for the purchase of services or information including, but not limited to, pay-per-call services such as:
  - Psychic readings
  - Sports scores
  - Stock market quotes

**Independent Contractor**—An individual whose bank card-related business relationship with a Member or Third Party involves any of the following:

- Merchant solicitation, sales, or service
- Merchant Transaction processing solicitation
- Cardholder solicitation or Card application processing services

**Input Date**—The Edit Package run date on which a Member processes outgoing Interchange.

I

Installment Billing Transaction

Installment Billing Transaction—A single purchase of goods that:

- Is divided into two or more installment payment Transactions
- Originates at a Mail/Phone Order or Electronic Commerce Merchant
- Is authorized and processed as specified in Section 5.4.D

**Instant/Remote Issuance**—The instant issuance of Visa Card products at a location other than a Member's card manufacturing facility (e.g., a branch office).

Integrated Circuit Card—See Chip Card.

#### Integrated Circuit Chip—See Chip.

Interchange—The exchange of Clearing Records between Members. The Visa U.S.A. Inc.

- Operating Regulations refers to the following types of Interchange:
- Domestic Interchange
- International Interchange

Interchange Advice—A debit or credit advice drawn on or sent to a Member in Settlement of Transaction Receipts that another Member enters into Interchange (outside of BASE II or the Single Message System).

Interchange File—An electronic file containing a Member's Interchange data.

#### Interchange Reimbursement Fee—One of the following:

- A fee that an Acquirer pays to an Issuer in the Clearing and Settlement of an Interchange Transaction **or**
- A fee that an Issuer pays to an Acquirer for making a Cash Disbursement to a Cardholder or Cheque purchaser

The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of Interchange Reimbursement Fee:

- Commercial Level II Interchange Reimbursement Fee
- Commercial Level III Interchange Reimbursement Fee
- CPS/Rewards Interchange Reimbursement Fee
- Effective October 4, 2008, Debt Repayment Program Interchange Reimbursement Fee
- Electronic Interchange Reimbursement Fee
- GSA Large Ticket Interchange Reimbursement Fee
- Online Check Card Interchange Reimbursement Fee
- Payment Service Interchange Reimbursement Fee
- Performance Threshold Interchange Reimbursement Fee—Visa Consumer Credit
- Performance Threshold Interchange Reimbursement Fee—Visa Consumer Debit
- Purchasing Large Ticket Interchange Reimbursement Fee
- Small Ticket Interchange Reimbursement Fee
- Standard Interchange Reimbursement Fee
- CPS/Supermarket Interchange Reimbursement Fee
- Utility Program Interchange Reimbursement Fee

#### Interchange Reimbursement Fee Compliance—A process where Visa resolves disputes

between Members for a Member's violation of the *Visa U.S.A. Inc. Operating Regulations* that causes an incorrect Interchange Reimbursement Fee rate to be applied to a large number of Transactions, resulting in a financial loss to another Member.

- Interchange Reimbursement Fee Compliance Screening—A Member's request for permission to file Interchange Reimbursement Fee Compliance against another Member.
- **Interchange Transaction**—A Transaction where the Issuer and the Acquirer are different Members.
- Interlink Program—A program through which an Interlink participant provides Point-of-Transaction services to Interlink cardholders (acting as an Interlink issuer), to Interlink merchants (acting as an Interlink acquirer), or both, as specified in the *Interlink Program Operating Regulations and Bylaws*.
- Interlink Program Marks—The Marks used in conjunction with the Interlink Program. They include:
  - Interlink Symbol
  - Interlink Wordmark
  - Network Design Mark
- Interlink Symbol—The combination of the Interlink Wordmark and Network Design Mark. One of the Interlink Program Marks.

Interlink Wordmark—A Mark comprising the word "Interlink." One of the Interlink Program Marks.

- Intermediary Bank—A depository institution, specified by a Member or by Visa, through which a Settlement funds transfer must be processed for credit to a Settlement account at another depository institution.
- International Airline—Either:
  - An Airline that sells tickets directly in its own name in two or more countries, or operates scheduled flights between two or more countries, or both, **or**
  - Its authorized agent that sells tickets on behalf of the Airline

International Airline Paper—See International Airline Transaction Receipt.

- **International Airline Transaction**—A Transaction completed at an International Airline participating in the International Airline Program.
- International Airline Transaction Receipt—A Transaction Receipt that an International Airline completes.
- International Authorization—The Authorization of an International Transaction.
- International Board—The Visa International Board of Directors.
- International Interchange—Interchange of an International Transaction.
- **International Organization for Standardization**—The specialized international agency that establishes and publishes international technical standards.

International Paper—See International Transaction Receipt.

International Service Center—See Visa Customer Care Services

International Transaction—A Transaction where the Issuer of the Visa Card, Visa Electron Card, or Visa TravelMoney Card, used is not located in the Transaction Country.

- International Transaction Receipt—A Transaction Receipt evidencing an International Transaction.
- Internet Domain Name—A network name associated with an organization, such as "Visa.com," "Visabank.com," or "Merchantnamevisa.com."
- Internet Payment Service Provider—An online entity that contracts with an Acquirer to provide payment services to Sponsored Merchants, as specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- Internet Payment Service Provider Agreement—A Merchant Agreement between an Internet Payment Service Provider and an Acquirer containing their respective rights, duties, and obligations for participation in the Acquirer's Visa Program.
- Interregional Paper—See Interregional Transaction Receipt.
- Interregional Transaction—A Transaction where the Issuer of the Visa Card, Visa Electron Card, or Visa TravelMoney Card, used is not located in the Transaction Region.
- Interregional Transaction Receipt—A Transaction Receipt evidencing an Interregional Transaction.
- **Invalid Fulfillment**—A document received in response to a Retrieval Request that is any of the following:
  - Wrong Item
  - Inappropriately supplied Substitute Transaction Receipt
  - Batch header
  - Transaction Receipt that does not evidence a Visa payment
  - · Any other inappropriately supplied document
- **Issuer**—A Member of Visa U.S.A., as defined under the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Section 2.03, that enters into the contractual relationship with the Cardholder for the issuance of one or more Cards or Visa TravelMoney Cards.
- **Issuer Limit**—An Issuer-specified amount that determines how a Transaction will be authorized. Visa routes a Transaction as follows, based on the Transaction amount:
  - · Amount at or above the Issuer Limit, to the Issuer's Authorizing Processor
  - Amount below the Issuer Limit, to Stand-In Processing using the Positive Cardholder Authorization Service
- **Issuers' Clearinghouse Service**—A service developed jointly by Visa U.S.A. and MasterCard International that is designed to reduce Member losses from excessive credit applications and unauthorized use.

### Κ

**Key Management Service**—A service that Visa provides to process, store, and transmit Member keys associated with the security algorithm used in the V.I.P. System, to protect the security of PINs.

# L

- Late Settlement Fee—The fee that Visa collects from a Clearing Processor for failure to transfer the Settlement Amount at the Visa Settlement Bank on the date due.
- Level II Enhanced Data—Data provided to Visa U.S.A. or Visa International in connection with a Commercial Visa Product Transaction that includes the sales tax amount, customer code (i.e., cost center, general ledger number, order/invoice number), and additional data for T&E Transactions, as specified in the U.S Interchange Reimbursement Fee Rate Qualification Guide.
- Level III Enhanced Data—Data provided to Visa U.S.A. or Visa International in connection with a Commercial Visa Product Transaction that includes full line item detail and additional data for T&E Transactions, as specified in the U.S Interchange Reimbursement Fee Rate Qualification Guide.
- Liability—As used in Volume I—General Rules, Chapter 1, "General Regulations," Section 1.15, any liability under any theory or form of action whatsoever, in law or in equity, including, without limitation, contract or tort, including negligence, even if the responsible party has been notified of the possibility of such damages. The term also includes liability for infringement of others' intellectual property rights or any liability for Claims of third parties.
- **Limited Acceptance**—A term describing a Merchant's option to accept one category of Visa Cards and not another. Categories consist of:
  - Visa Credit and Business Category
  - Visa Debit Category
- Limited Acceptance Merchant—A category of Merchant that accepts either, but not both, of the following:
  - Visa Credit and Business Category Cards
  - Visa Debit Category Cards

Limited-Amount Terminal—A Cardholder-Activated Terminal that has Data Capture-Only

Capability, and accepts payment for items such as:

- Parking garage fees
- Road tolls
- Motion picture theater entrance
- Magnetic-Stripe Telephones

Only merchants in the following merchant categories qualify to submit transactions initiated at a limited-amount terminal:

MCC	MCC Title
4111	Local and Suburban Commuter Passenger Transportation, Including Ferries
4112	Passenger Railways
4131	Bus Lines
4784	Tolls and Bridge Fees
7523	Parking Lots and Garages

Limited-Amount Terminal Transaction

- **Limited-Amount Terminal Transaction**—A Transaction that originated at a Limited-Amount Terminal through use of a Card encoded with a valid Service Code for the Transaction.
- Load Partner—An entity, such as a Member or Merchant, that has a Merchant Agreement with an Acquirer to process Visa ReadyLink Transactions.
- **Load Partner Issuer Agreement**—An agreement, as specified in *Section 3.5.F*, between a Visa Prepaid Card Issuer and a Merchant or Member, that defines the responsibilities and processes to be performed by the parties in support of the sale of a Visa Prepaid Card at a Load Partner.
- Local Paper—See Domestic Transaction Receipt.
- **Location Code**—A unique code identifying either a Point-of-Transaction Terminal or Merchant Outlet where a Transaction originates.
- **Lodging Merchant**—A Merchant that sells overnight accommodations, intended for a limited period of time, at a fixed location.
- Lost/Stolen Card and Emergency Card Replacement Passthrough Service—An optional service to assist Members in directly handling Cardholder requests for emergency services. An Issuer that subscribes to the passthrough service determines the circumstances in which Visa Customer Care Services will transfer Cardholder inquiries resulting from lost or stolen Cards and requests for Emergency Replacement Cards directly to the Issuer.
- Lost/Stolen Card Reporting Service—A VisaNet service provided for an Issuer's Authorizing Processor when a Visa Card, Visa Electron Card, or Visa TravelMoney Card is reported lost or stolen to a VisaNet Authorization operator.

Lower Marks Area—See Marks Area.

#### Μ

**Magnetic Stripe**—The magnetic stripe on a Card that contains the necessary information to complete a Transaction.

Magnetic-Stripe Counterfeit Paper—See Counterfeit Transaction Receipt.

- Magnetic-Stripe Data—Data contained in the Magnetic Stripe and replicated in the Chip.
- **Magnetic-Stripe Image**—The minimum Chip payment data replicating the Magnetic Stripe information required to process an EMV-Compliant Transaction.

Magnetic-Stripe-Reading Telephone—See Magnetic-Stripe Telephone.

Magnetic-Stripe-Reading Terminal—See Magnetic-Stripe Terminal.

**Magnetic-Stripe Telephone**—A Limited-Amount Terminal that accepts a Visa Card as payment for a telephone call.

**Magnetic-Stripe Terminal**—A Point-of-Transaction Terminal that reads the Magnetic Stripe on a Card and that additionally, may read Contactless Payment Card data via a wireless interface.

Mail/Phone Order Merchant—A Merchant that completes a Mail/Phone Order Transaction.

#### Mail/Phone Order Transaction—A Transaction where a Cardholder or Virtual

Account-Holder orders goods or services from a Merchant by telephone, mail, or other means of telecommunication, and neither the Card nor the Cardholder, or the Virtual Account-Holder, is present at the Merchant Outlet.

#### Mail/Telephone Order, Recurring, Installment Billing, or Electronic Commerce Transaction

- **Indicator**—A VisaNet code that identifies a Transaction as one of the following:
- Mail order Transaction
- Electronic Commerce Transaction
- Phone order Transaction
- Recurring Transaction
- Installment Billing Transaction
- Other Mail/Phone Order-type Transaction

Manual Capability—A Point-of-Transaction Capability where a voice Authorization is obtained.

- **Manual Cash Disbursement**—A Cash Disbursement or Emergency Cheque Refund obtained with a Visa Card in a Face-To-Face Environment.
- Manual Imprint—An imprint of the embossed data on the front of the Card taken with a Manual Imprinter. A Manual Imprint must **not** consist of an impression taken from the Card using pencil, crayon, or other writing instrument.
- **Manual Imprinter**—A mechanical device specifically designed to transfer the embossing on a Card and Merchant plate to a Sales Draft.
- Mark—A word, name, design, symbol, or other device, or any combination thereof, that Visa or any entity adopts to identify its goods or services.
- **Marks Area**—For Cards bearing the Visa Flag Symbol, the designated area on the front of a Visa Card, comprised of the Visa Flag Symbol positioned below the Dove Design hologram.
- Marks Area—For Cards issued bearing the Visa Brand Mark, the designated area on the lower front of a Visa Card, comprised of the Visa Brand Mark, as specified in *Volume I—General Rules*, Chapter 10A, "*Visa Brand Mark & Card Standards*."
- Meetings Card—See Visa Meetings.
- **Member**—An entity that is a member of Visa U.S.A. The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of Member:
  - Acquirer
  - Affiliate
  - Associate-Type Member
  - ATM Acquirer
  - Debit Interchange Group Member
  - Issuer
  - Participant-Type Member
  - Principal-Type Member
  - Sponsor
  - Sponsored Member

**Member Identification Area**—The area on the front of a Card that is not covered by the Marks Area.

- **Member Message Field**—A text field in the Clearing Record of a Chargeback or Representment that contains pre-formatted messages.
- **Membership Application**—The set of forms and/or documents containing rights, duties, obligations, and disclosures which, when signed and submitted by an authorized officer of a financial institution to become a Visa Member, represent a contractual obligation between Visa and such Member, under which the Member will be bound.
- **Merchant**—An entity that contracts with an Acquirer to originate Transactions and that displays an Acceptance Mark that is a Visa-Owned Mark. The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of Merchant:
  - Airline
  - Advance Payment Service Merchant
  - Car Rental Company
  - Cruise Line Merchant
  - Direct-Connect Merchant
  - Electronic Commerce Merchant
  - Health Care Merchant
  - High-Risk Merchant
  - High-Risk Telemarketing Merchant
  - International Airline
  - Load Partner
  - Lodging Merchant
  - Mail/Phone Order Merchant
  - No Signature Required Merchant
  - Quasi-Cash Merchant
  - Recurring Services Merchant
  - Retail Merchant
  - Small Ticket Merchant
  - T&E Merchant
  - Visa Merchant
  - Wire Transfer Money Order Merchant
- **Merchant Agreement**—A contract between a Merchant and an Acquirer containing their respective rights, duties, and obligations for participation in the Acquirer's Visa or Visa Electron Program.
- **Merchant Category Code**—A code designating the principal trade, profession, or line of business in which a Merchant is engaged, as specified in the *Merchant Data Manual* and Appendix C, *"Merchant Data Standards."*
- **Merchant Certificate**—An electronic document used to authenticate a Merchant in an Electronic Commerce Transaction.

Merchant Deposit Monitoring Standards—Minimum standards that an Acquirer uses:

- To monitor its Merchants' deposits for indications of fraud or operational problems and
- For Member profitability analysis

Merchant Descriptor—A term describing the aggregate of the BIN, Merchant name, Merchant city, Merchant state, and Merchant Category Code fields contained in an Authorization Request or Clearing Record, as specified in the:

- VisaNet Clearing Message Content Standards (Exhibit NN)
- Required Data for Authorization Requests and Responses (Exhibit OO)
- Appropriate VisaNet User's Manuals

A Merchant Outlet may have one or more Merchant Descriptors.

- **Merchant Direct Access Service**—A service provided by Visa or its agent that allows a Merchant to directly access the Address Verification Service system via a toll-free number and a voice response unit or via a call to a subscribing Issuer.
- **Merchant Fraud Performance Program**—A Visa International fraud monitoring program used to identify Merchants with excessive fraud levels.
- **Merchant Inquiry Service**—An optional service that provides an automated voice response to Merchant inquiries about Issuer information and address verification services.
- Merchant Outlet—The Merchant location at which a face-to-face, Mail/Phone Order, or Electronic Commerce Transaction is completed, as specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards." Effective April 1, 2008, for an Aggregated Transaction, the aggregated purchases must be from a single merchant brand of the direct seller to the Cardholder.
- **Merchant Qualification Standards**—The minimum standards that an Acquirer uses to determine the financial standing of an entity wishing to become a Merchant.
- Merchant Verification Value (MVV)—An assigned value used to identify participation in select Merchant fee programs and for other special Interchange treatment. The MVV consists of 10 digits, the first 6 of which are assigned by Visa.
- **Message Processing Service**—An Authorization service that the V.I.P. System provides in response to an Authorization Request entered into the V.I.P. System by a Member, an Authorizing Merchant, or a VisaNet Authorization center.
- Mis-embossed Card—A valid Visa Card or Visa Electron Card on which erroneous information is embossed.
- **Mis-encoded Card**—A valid Visa Card, Visa Electron Card, or Visa TravelMoney Card, on which erroneous information is encoded.
- **Missing Values**—A Substitute Transaction Receipt Fulfillment that does not contain the required data elements, as specified in *Volume II—Dispute Resolution Rules*, *Table 1-3* through *Table 1-6*, as appropriate.
- **MoneyChoices**—An optional Visa program that provides Members with an Internet-based educational resource for Visa Cardholders in need of financial planning or money-management skills.
- **Multinational Company**—A commercial organization with operations, subsidiaries, and employees situated in more than one country (excluding franchise representatives, independently owned dealers, and joint ventures in which a multinational company participates), as specified in *Volume I—General Rules*, Chapter 3, "*Issuer Standards*."

National Card Recovery File

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- National Card Recovery File—A magnetic tape file of Visa Account Numbers listed on the Exception File at 12:00 noon Pacific Time each Monday with a Pickup Response of "04," "07," "41," or "43."
- **Net Sales**—In calculation of Interchange Reimbursement Fees, Transaction Receipt totals less Credit Transaction Receipt totals.

Network Design Mark—A Visa-owned service mark used in the Interlink Program.

- **New Channel**—An environment in which payment is initiated via a Cardholder Access Device or other device that does not use a standard Hypertext Markup Language (HTML) browser to process an Authentication Request.
- **Non-Authenticated Security Transaction**—An Electronic Commerce Transaction that uses data encryption for security, but is not authenticated using an Authentication Method.
- **Non-Confidential Enhanced Merchant-Level Data**—Merchant-related data provided through Visa U.S.A. or Visa International to an Issuer in connection with a Commercial Visa Product, comprising only the following data elements:
  - Merchant name
  - Merchant street address
  - Merchant city, state, and ZIP code
  - Merchant telephone number
- **Nonfulfillment Message**—A response to a Copy Request indicating that the Acquirer will not provide a Fulfillment.
- Non-Member Licensee—An entity that:
  - Is licensed to participate in the Visa or Visa Electron Program in a country outside of the United States and is not a Member of either Visa International or Visa U.S.A., and
  - Has the privileges and obligations of Interchange in the Visa or Visa Electron Program, as applicable
- **Non-Reloadable Card**—A Visa Prepaid Card product for which the Issuer or its Load Partner is not permitted to process any additional funding transactions after the initial funding.

Non-Secure Transaction—An Electronic Commerce Transaction that has no data protection.

Non-Visa Payment Transaction—Effective through June 30, 2008, an act between a Visa Check Card or Visa Debit Card Cardholder and a merchant that results in the generation of a transaction in a PIN-based debit program.

Non-Visa Debit Transaction—Effective July 1, 2008, an act between a Visa Check Card or Visa Debit Card Cardholder and a merchant that results in the generation of a transaction on a PIN-Debit Network.

**No-Show Transaction**—A Transaction resulting from a Cardholder's alleged failure to cancel or use the reservation completed by a:

- Lodging Merchant participating in the Visa Reservation Service or
- Car Rental Company participating in the Visa Reservation Service

- **No Signature Required Merchant**—A Merchant that qualifies to participate in the No Signature Required program on the basis of its assigned Merchant Category Code as specified in *Volume I*—General Rules, Section 5.4.J
- **No Signature Required Program**—A Visa Point-of-Transaction program which exempts Merchant Outlets in certain Merchant categories from requiring the Cardholder's signature or providing a Transaction Receipt unless requested, for Transactions under \$25, as specified in *Volume I—General Rules, Section 5.4.J*
- **No Signature Required Transaction**—A Transaction under \$25 completed without the Cardholder's signature, in a face-to-face environment, by a qualified Merchant.

The No Signature Required Transaction must be processed as specified in *Volume I—General Rules*, Chapter 5, "*Card & Cheque Acceptance*."

**Notification**—Written notice delivered by email, mail, courier, facsimile, or hand. Notification is effective when posted, sent, or transmitted by Visa to the Member or its Agent. In conjunction with Risk Identification Service (RIS) Online, notification sent by Visa via Visa Online to an Acquirer advising it of Identified Merchants.

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- **Offline Check Card Transaction**—A Transaction completed through the use of a Visa Check Card or Visa Check Card II that is processed as a dual message.
- **Offline Enciphered PIN**—Offline PIN processing in which the PIN entered by the Cardholder is encrypted using public key technology at the PIN pad and then sent to the Chip Card where it is decrypted inside the Chip and verified.
- **Offline PIN Verification**—A process used to verify the Cardholder's identity by comparing the PIN entered at the Chip-Reading Device to the PIN Verification Value contained in the Chip.
- **Offline Plaintext PIN**—Offline PIN processing in which the PIN entered by the Cardholder is sent unencrypted, in plaintext, from the PIN pad to the Chip Card for verification.
- **Offshore VisaNet Processor**—A VisaNet Processor, from a location outside of the United States, that provides Authorization, Clearing, or Settlement services to Members or Merchants. This definition does not imply or confer membership rights as defined in the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II.*
- **Olympic Marks**—The Marks of the Olympic games when used in conjunction with the Visa or Visa Electron Program.
- **Online**—A method of requesting an Authorization through a communications network other than voice, to one of the following:
  - An Issuer
  - An Authorizing Processor
  - Stand-In Processing
- **Online Address**—The electronic sales location (domain name) of a Merchant that conducts the sale of goods or services over the Internet or other network (e.g., http://www.merchant name.com).

Online Card Authentication Cryptogram

- **Online Card Authentication Cryptogram**—A cryptographic validation of the legitimacy of the Card and Authorization Request information.
- **Online Check Card Interchange Reimbursement Fee**—An Interchange Reimbursement Fee paid to or received by a Member for a Transaction processed as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- **Online Check Card Transaction**—A Transaction completed through the use of a Visa Check Card II that is a single-message-acquired, full-financial Transaction.
- **Online Financial Transaction**—A Transaction that is authorized, cleared, and settled in a single online message through the Single Message System.
- **Online PIN Verification**—A process used to verify the Cardholder's identity by sending an encrypted PIN value to the Issuer for validation in an Authorization Request.
- On-Us Transaction—A Transaction where the Issuer and the Acquirer are the same Member.
- **Open File Delivery**—A component of the Direct Exchange network that allows Visa and endpoints to exchange data files through a single connection to VisaNet. Applicable file types include BASE II, Automated Clearing House, Single Message System reports, and raw data files.
- **Operating Expense Recovery—Effective November 1, 2008**, a subset of the Account Data Compromise Recovery Process that allocates responsibility and reimbursement for a portion of Issuers' operational expenses incurred as the result of an account compromise event involving Magnetic-Stripe Data and/or PIN data. Issuers must enroll in the Operating Expense Recovery process to be eligible for operating expense reimbursement.
- **Operating Principles**—Standards adopted by the Board of Directors of Visa U.S.A. to govern programs or services offered by Visa prior to the incorporation of those standards into the *Visa U.S.A. Inc. Operating Regulations*.
- **Operator Assistance Service**—An Authorization service provided by Visa or its agent to a Merchant or its Authorizing Processor.
- Optional Design—See Alternate Card Design.
- **Order Form**—A document bearing the Cardholder's signature, either written or electronic, authorizing goods or services to be charged to his/her account. An Order Form may be any of the following:
  - Mail order form
  - Recurring Transaction form
  - Preauthorized Healthcare Transaction form
  - E-mail or other electronic record that meets the requirements of applicable law
- **Original Adjustment**—An Online Check Card Transaction completed and submitted through Interchange without an Authorization because the connection between the Merchant and its Authorizing Processor was inoperable.

Original Paper-See Transaction Receipt.

**Outbound Telemarketing**—Merchant-initiated contact with a Cardholder via a telephone call or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant. These solicitations include, but are not limited to, discount buying clubs, discount travel clubs, membership clubs, credit card protection/registration services, cosmetics, health care products, and vitamins. This definition also includes "up sell" Merchants. These Merchants often solicit Cardholders when they contact call centers to purchase products of other direct marketing Merchants or to request customer service assistance.

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Paper—See Transaction Receipt.

**Partial Amount Indicator**—A VisaNet code used in a Chargeback or Representment Record to indicate either:

- The Chargeback amount is less than the Transaction amount
- The Representment amount is less than the Chargeback amount

(Previously known as "Special Chargeback Indicator")

**Partial Authorization**—An Authorization Response sent by an Issuer approving an amount less than the amount requested by the Merchant.

Participant-Type Member—A Member of Visa U.S.A., characterized as one of the following:

- Credit Participant, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(h)
- Debit Participant, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(i)
- Cash Disbursement Participant, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(j)

**Passenger Transport Service Category**—A Transaction category that provides customized services and procedures for Airlines, passenger railway Merchants, or their agents.

**Payment Application**—A software application contained within a Chip that defines the parameters for processing a Visa or Visa Electron Transaction.

- **Payment Card Industry Data Security Standard**—A set of comprehensive requirements that define the standard of due care for protecting sensitive Cardholder information.
- **Payment Gateway**—A system that provides electronic commerce services to Merchants for the Authorization and Clearing of Electronic Commerce Transactions.
- **PaymentService 2000**—A VisaNet service comprised of optional Custom Payment Services that allow Transactions to qualify for the applicable Payment Service Interchange Reimbursement Fee.
- **Payment Service Interchange Reimbursement Fee**—An Interchange Reimbursement Fee, paid to or received by a Member for a Transaction that is authorized and processed according to the procedures specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."

- **Peak Time**—The period of time, designated by a Car Rental Company, during which a Cardholder may use his/her Card to reserve a car that will be guaranteed under the Visa Reservation Service. The Peak Time may include any of the following:
  - · Legal holidays, including 3-day weekends
  - · Resort rentals during seasons best suited for the resort's activities
  - Special events that draw attendees from outside the local area, such as the Olympics, Super Bowl, or Mardi Gras

**Performance Threshold Interchange Reimbursement Fee**—An Interchange Reimbursement Fee for Transactions that meet the applicable requirements specified in *Volume I*—*General Rules*, Chapter 4, "*Acquirer Standards*."

Performance Threshold Interchange Reimbursement Fee Program—Visa Consumer Credit—A Visa U.S.A. program that permits Acquirers to qualify for Interchange Reimbursement Fees for consumer Visa credit Card Transactions based on Merchant Outlet volume criteria and other qualifications, as specified in *Volume I—General Rules*, Chapter 4, *"Acquirer Standards."* 

Performance Threshold Interchange Reimbursement Fee Program—Visa Consumer Debit—A Visa U.S.A. program that permits Acquirers to qualify for reduced Interchange Reimbursement Fees for consumer Visa Debit Card Transactions based on Merchant Outlet volume criteria, as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."

#### Performance Threshold Interchange Reimbursement Fee Transaction—A Visa consumer

- Visa credit Card or consumer Visa Debit Card Transaction that:
- Originates at a Merchant Outlet that qualifies for a Performance Threshold Interchange Reimbursement Program
- Is authorized and processed as specified in Volume I—General Rules, Chapter 4, "Acquirer Standards."
- **Permanent Establishment**—A fixed place of business through which an Electronic Commerce or Mail/Phone Order Merchant conducts its business, regardless of its Web site or server locations.

#### Personal Identification Number—See PIN.

- **Physically Secure Device**—A device with negligible probability of being successfully penetrated to disclose all or part of any cryptographic key or PIN.
- **Pickup Response**—An Authorization Response where the Transaction is declined and confiscation of the Card is requested.
- **PIN**—A personal identification alpha or numeric code that identifies a Cardholder in an Authorization Request originating at a terminal with Electronic Capability.
- **PIN-Debit Network—Effective July 1, 2008**, a non-Visa debit network that typically authenticates transactions by use of a PIN that is not generally known as, marketed as, or enabled as a competitive general-purpose card program, or other prohibited payment program, either directly or through a joint acceptance agreement.

- **PIN Management Requirements Documents**—A suite of documents that include the following manuals:
  - Payment Card Industry Encrypting PIN Pad Security Requirements
  - Payment Card Industry PIN Security Requirements
  - Payment Card Industry POS PIN Entry Device Security Requirements
- **PIN Verification**—A procedure used to verify Cardholder identity when a PIN is used in an Authorization Request.
- **PIN Verification Field**—A field encoded on the Magnetic Stripe or Chip of a Visa or Visa Electron Card comprising a PIN Verification Value, calculated with an algorithm using portions of the Account Number and PIN, and a one-digit key indicator.
- **PIN Verification Service**—A service that Visa provides for the verification of Cardholder PINs transmitted with Authorization Requests.
- PIN Verification Value—A four-digit value used in PIN verification.
- **PIN Verification Value File**—A VisaNet file of Account Numbers and PIN Verification Values maintained at a VisaNet Interchange Center at an Issuer's option for use as part of the PIN Verification Service.
- **Platinum Visa Check Card**—A Visa Business Platinum Check Card that is issued in accordance with the requirements specified in *Section 3.6.B*.
- Plus ATM—An ATM that displays the Plus Symbol, as specified in the Plus User's Manual.
- **Plus Card**—A card that is issued as specified in the *Plus User's Manual* and that bears the Plus Symbol.
- Plus Design—See Diamond Design.
- Plus Logo—See Plus Symbol.
- Plus Logotype—The Plus Wordmark depicted in stylized lettering.
- **Plus Program**—A program through which a Plus Program Participant provides ATM services to cardholders, as specified in the *Plus System, Inc. Bylaws* and *Plus System, Inc. Operating Regulations*.
- **Plus Program Marks**—The Marks used in connection with the Plus Program, including the Diamond Design, Plus Logotype, Plus Symbol, and Plus Wordmark.
- **Plus Symbol**—A Visa-Owned Mark consisting of the Diamond Design combined with the Plus Logotype denoting ATM access only. The Plus Symbol may be used as either the:
  - Plus Symbol—Contained
  - Plus Symbol—Uncontained

**Plus Symbol—Contained**—A Plus Symbol enclosed in a rectangular field and outline box.

**Plus Symbol—Uncontained**—A Plus Symbol that is free standing and not enclosed in a rectangular field and outline box.

Plus System, Inc.

- **Plus System, Inc.**—An entity wholly owned by Visa U.S.A. Inc. originally formed to administer the Plus Program in the United States and certain other countries.
- **Plus System Symbol**—A Visa-Owned ATM Acceptance Mark consisting of the Plus Design combined with the Plus Wordmark denoting ATM access only.

Plus System Wordmark—See Plus Wordmark.

Plus Wordmark—A Visa-Owned Mark consisting of the word "Plus."

#### Point-of-Transaction—One of the following:

- In a Face-to-Face Environment, the physical location at which a Merchant or Acquirer completes a Transaction Receipt
- In a Card-Present Environment, where an individual representing the Merchant or Acquirer is not present, the physical location at which a Cardholder completes a Cardholder-Activated Terminal Transaction
- At an Online Address, the checkout page(s) of a Merchant's Web Site at which a Cardholder completes a Transaction

**Point-of-Transaction Capability**—The capability of a Merchant, Acquirer, or Cardholder-Activated Terminal to obtain an Authorization and process Transaction Receipt data. The *Visa U.S.A. Inc. Operating Regulations* refers to these Point-of-Transaction Capability types:

- Authorization-Only Capability
- Data Capture-Only Capability
- Electronic Capability
- Manual Capability
- Semi-Electronic Capability

**Point-of-Transaction Terminal**—A device used at the Point-of-Transaction that has a corresponding Point-of-Transaction Capability. The *Visa U.S.A. Inc. Operating Regulations* 

- refers to the following types of Point-of-Transaction Terminals:
- Account-Number-Verifying Terminal
- ATM
- Automated Dispensing Machine
- Chip-Reading Device
- Contactless Payment Terminal
- Limited-Amount Terminal
- Magnetic-Stripe Telephone
- Magnetic-Stripe Terminal
- Self-Service Terminal

**Point-to-Point File Service**—A service that enables Open File Delivery endpoints to transfer batch files to other Open File Delivery endpoints through Direct Exchange.

**Points**—A value awarded to a participating Cardholder's rewards account as part of the Visa Extras Program.

**POS Balance Inquiry Service**—A VisaNet service designed to provide information to participating Merchants to facilitate the Merchant providing current account balance information to Visa Prepaid Card Cardholders.

- **POS Entry Mode**—A V.I.P. System field indicating the method by which a Point-of-Transaction Terminal obtains and transmits the Cardholder information necessary to complete a Transaction.
- **Positive Authorization Capacity Management Service**—A VisaNet service designed to increase the volume of Transactions authorized by the Issuer.
- **Positive Cardholder Authorization Service**—An Authorization service that uses Stand-In Processing and allows the Issuer to control Card usage through the selection of the Issuer options, as specified in the *V.I.P. System User's Manual*.
- **Post-Issuance Application Change**—A method that enables an Issuer to modify or block an application already residing on a Chip.
- **Post-Issuance Application Load**—A method that enables an Issuer to add an application or service to the contents of a Chip without reissuing the Card.
- **Post-Issuance Updates**—A method that enables an Issuer to update information stored in a Chip without reissuing the Card. There are two types of Post-Issuance Updates:
  - Post-Issuance Application Change
  - Post-Issuance Application Load
- **Preauthorized Health Care Transaction**—A Transaction completed by a Health Care Merchant for which a Cardholder has provided written permission to the Merchant to charge the Cardholder's Visa account for services.
- **Preauthorized Payment Cancellation Service**—A service that enables Visa Card Issuers to stop payment on Preauthorized Transactions.
- **Preauthorized Transaction**—A Transaction for which a Cardholder has given advance permission to periodically charge his or her account. Preauthorized Transactions include, but are not limited to, Recurring Transactions, Installment Billing Transactions, and Preauthorized Health Care Transactions.
- **Prepaid Account**—An account established by an Issuer with previously deposited funds, which will be decremented by a purchase Transaction, Cash Disbursement, or any applicable account fees.
- **Prepaid Issuer Risk Program**—A program that increases an Issuer's accountability for controlling its Agent relationships that support Visa Issuer Prepaid card programs and enhances control mechanisms to mitigate risk to the Visa system.
- **Prescreen Service**—An optional feature of Visa Advanced ID Solutions that allows Members to select data from the Issuers' Clearinghouse Service databases to create a suppression file prior to mailing solicitations for Cards, non-Visa cards, or other Visa or non-Visa products.
- **Presentment**—A Clearing Record that an Acquirer presents to an Issuer through Interchange, either initially (a first Presentment) or after a Chargeback (a Representment).
- Prestigious Property—A Lodging Merchant that is permitted to use the Status Check Procedure.

**Primary Acceptance Mark**—A Visa-Owned Mark on a Card that identifies the primary Account Number when multiple acceptance marks (including Marks not owned by Visa) are contained on a Chip Card.

Primary Account Number (PAN)—See Account Number.

Principal-Type Member—A Member of Visa U.S.A. characterized as one of the following:

- Principal Member, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(a)
- Acquirer Member, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(b)
- Administrative Member, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(c)
- Cheque Issuer, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(f)
- Debit Interchange Member, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(g)
- Group Member, as defined in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II, Section 2.04(k)
- **Priority Check-out Agreement**—A written agreement that, when bearing a Cardholder's signature, authorizes a Lodging or Cruise Line Merchant participating in the Priority Check-out Service to deposit a Transaction Receipt without the Cardholder's signature for the total amount of his/her obligation.
- **Priority Check-out Service**—A Visa service provided by Lodging and Cruise Line Merchants, that allows a Cardholder to authorize use of his/her Card for payment of the total obligation to the Lodging or Cruise Line Merchant, with or without prior knowledge of the total amount, by signing a completed Priority Check-out Agreement.
- **Priority Check-out Transaction**—A Transaction that a Lodging or Cruise Line Merchant participating in the Priority Check-out Service completes.
- **Private Arrangement**—An agreement where Authorization Requests or Transactions involving two different Members are not processed through VisaNet.

Private Arrangements are prohibited.

- **Private Keys**—The secret portion of the cryptographic method used for verification during a Transaction.
- **Private Label Card**—A merchant's proprietary card that is accepted only at its own locations or a multi-use non-Visa-branded card.
- **Product Name**—A name for goods or services offered by a Member to a Cardholder, e.g., Visa Signature.

**Product Replacement Center**—A facility that issues Emergency Replacement Cards to an Eligible Cardholder at the request of Visa Customer Care Services.

- **Proximity Payment**—A form of Visa payment conducted in the Card-Present Environment at the Point-of-Transaction through a Visa-approved wireless interface such as radio frequency or infrared technology, as specified in the *Visa International Operating Regulations*. For Visa U.S.A. programs, see Contactless Payment.
- **Proximity Payment Transaction**—A Transaction completed at a Point-of-Transaction Terminal through a Visa-approved wireless interface, as specified in the *Visa International Operating Regulations*. For Visa U.S.A. programs, see Contactless Payment Transactions.
- **PSIRF**—See Payment Service Interchange Reimbursement Fee.
- **Public Keys**—The non-secret portion of the cryptographic method used for verification during a Transaction.

## Q

- Qualifying CAMS Event—Effective November 1, 2008, a CAMS Event that qualifies for recovery, through the Account Data Compromise Recovery process, of a portion of affected Members' losses due to a violation involving one or more of the following:
  - The electronic storage of the full contents of any track on the Magnetic Stripe subsequent to Authorization of a Transaction
  - Non-compliance with the Payment Card Industry Data Security Standards that could allow a compromise of the full contents of any track on the Magnetic Stripe
  - Failure to comply with the PIN Management Requirements Documents that could allow a compromise of PIN data for a Visa Transaction, a Plus transaction, or an Interlink transaction subsequent to Authorization

**Qualifying Purchase**—A purchase Transaction completed with a Visa Traditional Rewards Card that an Issuer may consider for the purpose of awarding Rewards Currency. An Issuer may, optionally, exclude the following Transactions from qualifying:

- Balance transfers
- Convenience checks
- Cash Disbursements
- Finance charges
- Quasi-Cash Transactions
- Any Transaction unauthorized by the Cardholder

**Quarterly Operating Certificate**—A report that each Member sends to Visa each calendar quarter, detailing its Visa Card and Merchant Transaction volume.

Quasi-Cash Merchant—A Merchant or Member that completes a Quasi-Cash Transaction.

Quasi-Cash Transaction—Effective May 15, 2008, a Transaction representing a Merchant's or a Member's sale of items that are directly convertible to cash, such as:

- Casino gaming chips
- Money orders
- Deposits
- Wire Transfer Money Orders
- Travelers cheques
- Visa TravelMoney Cards
- Foreign Currency
- Additional Transactions approved by Visa U.S.A.

#### Appendix A — Definitions

Real-Time Clearing

# R

- **Real-Time Clearing—Effective October 4, 2008**, an optional program for Acquirers and Merchants that allows an Automated Fuel Dispenser Merchant to send an preauthorization request for an estimated Transaction amount, not to exceed \$500, through the Single Message System. Upon completion of the Transaction, the Automated Fuel Dispenser Merchant must send the Completion Message with the final Transaction amount to the Issuer within X of the preauthorization request.
- **Real-Time Clearing Transaction—Effective October 4, 2008**, an Automated Fuel Dispenser Transaction that is authorized and cleared through Real-Time Clearing.
- **Reason Code**—A VisaNet code that provides additional information to the Receiving Member regarding a Chargeback, Representment, Fee Collection, Funds Disbursement, or Transaction Receipt Request.
- **Receiving Member**—A Member receiving a Transaction through Interchange.
- **Recurring Services Merchant**—A Merchant that provides services of an ongoing nature to a Visa Cardholder (for example, club membership or magazine subscription) and completes Recurring Transactions to bill the Cardholder for these services.
- **Recurring Transaction**—A Transaction for which a Visa Cardholder provides permission, in either written or electronic format, to a Merchant to periodically charge his/her Account Number for recurring goods or services. These may include payment of recurring charges such as insurance premiums, subscriptions, Internet service provider monthly fees, membership fees, tuition, or utility charges.
- **Referral Response**—An Authorization Response where the Merchant or Acquirer is instructed to contact the Issuer for further instructions before completing the Transaction.
- **Referral/Activity Default Response**—An Issuer-specified Approval or Decline Response generated by BASE I under certain conditions, as specified in the appropriate *VisaNet User's Manuals*.
- **Reimbursement Attribute**—A VisaNet code designating the Interchange Reimbursement Fee applicable to a Transaction.
- Reimbursement Fee—See Interchange Reimbursement Fee.
- **Reloadable Card**—A Visa Prepaid Card product for which the Issuer or its Load Partner is permitted to process any additional funding transactions after the initial funding.
- **Report Distribution Service**—A Visa service that distributes reports generated by the Report Service upon Member request.
- **Report Service**—A Visa service providing computer-generated reports on various aspects of V.I.P. System processing.
- **Representment**—A Clearing Record that an Acquirer presents to an Issuer through Interchange after a Chargeback.

**Representment Advice**—A VisaNet message, sent in response to a Representment, that notifies the Acquirer of the VisaNet Documentation Automation Service status of the Issuer.

**Research Service**—A VisaNet service that provides research into historical V.I.P. System transactions upon Member request.

**Response**—See Authorization Response.

**Retail Merchant**—A Merchant that is not one of the following:

- Mail/Phone Order Merchant
- Recurring Services Merchant
- T&E Merchant

**Retail Transaction**—A Transaction at a Retail Merchant Outlet.

- **Retrieval Request**—An Issuer's request for a Transaction Receipt, which could include a paper copy or facsimile, or an electronic version thereof.
- **Returned Item**—A financial or non-financial item that BASE II or the Single Message System returns to the sending Member.
- **Rewards Currency**—A reward denomination defined by an Issuer consisting of either air miles, points, or discounts offered in connection with a Visa Traditional Rewards Card.
- **Risk Identification Service (RIS) Online**—A Merchant and Member level fraud monitoring program that identifies Merchants and Members with unusual levels of Fraud Activity and utilizes Visa Online to manage the delivery of program Notifications and remediation information.

### S

- **Sales Draft**—A paper record evidencing the purchase of goods or services from a Merchant by a Cardholder using a Visa Card or Visa Electron Card.
- **Sample Card Design**—A background design provided by Visa U.S.A. that is unique for each Card product and that an Issuer may, at its option, use on the front of a Visa Card.
- **Scrip**—A two-part paper receipt dispensed by a Scrip Terminal that is redeemable at a Merchant Outlet for goods, services, or cash.
- **Scrip Terminal**—A Cardholder-Activated Terminal that prints Scrip.
- **Secure Electronic Commerce Transaction**—An Electronic Commerce Transaction that has been authenticated using an Authentication Method.
- Secure Electronic Transaction<sup>™</sup> Specification—A software protocol that enables end-to-end, secure processing of Transactions over the Internet and other networks.
- Secure Sockets Layer (SSL)—A protocol that uses public key encryption for the secure processing of Transactions over the Internet and other networks.

Secured Online Banking Environment—An online banking session in which the Cardholder is permitted to view private transaction information, transfer funds, or create financial transactions. A Secured Online Banking Environment must include a predetermined set of security protocols that have been met in verifying the identity of the Cardholder.

Security Agreement—See Card Manufacturing Agreement.

- Self-Service Terminal—A Cardholder-Activated Terminal that accepts payment for goods or services such as Visa Prepaid Cards or video rental, has Electronic Capability, and does not accept PINs.
- Self-Service Terminal Transaction—A Transaction that originates at a Self-Service Terminal.
- Semi-Electronic Capability—Point-of-Transaction Capability where both of the following are true:
  - Authorization Response, when required, is obtained Online and
  - Transaction Receipt data is captured electronically

Sending Member—A Member entering a Transaction into Interchange.

- **Service Code**—A sequence of digits encoded in the Magnetic Stripe and replicated in a Chip that identifies the circumstances under which the Card is valid (e.g., International Transactions, Domestic Transactions, restricted Card use), and defines requirements for processing a Transaction with the Card (e.g., Chip-enabled, Cardholder Verification, Online Authorization).
- **Settlement**—The reporting and transfer of Settlement Amounts owed by one Member to another, or to Visa, as a result of Clearing.
- **Settlement Amount**—The daily net amount resulting from Clearing. This amount includes Transaction and Fee Collection transaction totals.
- **Settlement Bank**—A bank, including a Correspondent or Intermediary Bank that is authorized to execute Settlement of Interchange on behalf of the Member or the Member's bank.
- Settlement Date—The date on which funds transfer occurs in settlement of Interchange.
- **Settlement Summary**—A report that provides a Clearing Processor's net Settlement position for BASE II and the Single Message System.
- SIGIS—Effective January 1, 2008, an industry trade group known as the Special Interest Group for Inventory Information Approval System (IIAS) Standards chartered with implementing processing standards for Healthcare Auto-Substantiation Transactions in accordance with IRS regulations and responsible for licensing and certifying Merchants, Members, and Agents that process such Transactions.
- **Signature-Authenticated**—A descriptor that refers to a Transaction completed in a Face-to-Face Environment where the Cardholder's identity has been verified by a signature unless the Transaction is one of the following:
  - No Signature Required Transaction
  - Small Ticket Transaction
  - Contactless Payment Transaction
  - A Transaction under \$25 conducted at a Point-of-Transaction Terminal with Contactless Payment capability

- **Single Message Service**—A VisaNet service that enables a Member to process Online Financial and Deferred Clearing Transactions through a single VisaNet interface.
- **Single Message System**—A component of the V.I.P. System that processes Online Financial and Deferred Clearing Transactions.
- Small Ticket Merchant—A Merchant Outlet that qualifies to participate in the Small Ticket program on the basis of its assigned Merchant Category Code as specified in *Volume I—General Rules*, *Section 5.4.H.*
- Small Ticket Payment Service—A Visa Point-of-Transaction service that permits certain Merchant Category Code Merchant Outlets to process Transactions of \$15 or less in accordance with the procedures specified in *Volume I—General Rules*, *Section 5.4.H.*

### Small Ticket Transaction—A Transaction of \$15 or less completed without the Cardholder's

- signature, by a qualified Merchant, in a Face-to-Face Environment or at either:
- A Self Service Terminal or
- An Automated Dispensing Machine

Source Document—See Transaction Receipt.

- **Special Airline Fee**—A fee that an Acquirer pays to Visa when it enters an International Airline Transaction Receipt into Interchange.
- **Special Condition Indicator**—A VisaNet code used in the Clearing Record to specify that one or more unique conditions apply to the Transaction.
- **Specialized Vehicle**—A unique class of rental vehicle not in a Car Rental Company's main rental fleet (for example, mini-vans, four-wheel drive vehicles, selected sports models, or luxury and vintage vehicles), that does not constitute more than 5 percent of the Merchant's total US-based rental fleet.
- **Sponsor**—A Member that sponsors other Members of Visa, as specified in the Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II.
- **Sponsored Member**—A Member of Visa U.S.A. whose right to participate in Visa U.S.A. is dependent upon sponsorship of another Member, as specified in the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Article II.*
- **Sponsored Merchant**—An electronic commerce merchant that contracts with an Internet Payment Service Provider to obtain payment services, as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- Standard Interchange Reimbursement Fee—The Interchange Reimbursement Fee available to all Merchant service categories for any Transaction not eligible for any other Interchange Reimbursement Fee.
- **Stand-In Processing**—The V.I.P. System component that provides Authorization services on behalf of an Issuer when the Positive Cardholder Authorization System is used or when the Issuer or its Authorizing Processor is unavailable.

**Stand-In Processing Account Number**—An Issuer-supplied valid Account Number (established and activated in the Issuer's Authorization system) that is maintained at Visa Customer Care Services. This Account Number is embossed or printed, and encoded on an Emergency Replacement Card when the Issuer is not available to provide a new Account Number.

Stand-In Processing Service—See Stand-In Processing.

Status Check—An Authorization Request for \$1.

#### Status Check Procedure—A procedure where:

- A Lodging or Automated Fuel Dispenser Merchant requests an Authorization for \$1, as specified in the Visa U.S.A. Inc. Operating Regulations or
- A Merchant requests an Authorization for \$1, for the purpose of account verification only, for a Deferred Payment Transaction, as specified in the *Visa U.S.A. Inc. Operating Regulations*
- **Store and Forward Transaction**—An Online Check Card Transaction that has been electronically stored by a Point-of-Transaction Terminal when the Merchant's or Acquirer's link to the Single Message System is inoperative. Stored Transactions must be forwarded as soon as the Single Message System connection is reestablished.

Strategic Bankruptcy Solutions—A Visa service that:

- Identifies Cardholders, cardholders of non-Visa cards, customers of other Visa or non-Visa
  products, and applicants for Cards, non-Visa cards, and other Visa or non-Visa products
  who have filed bankruptcy
- Files claims and documents on behalf of Members with the bankruptcy courts
- Assists Members in assessing the value of obligations of Cardholders and other individuals who have declared bankruptcy

Substitute Draft—See Substitute Transaction Receipt.

- **Substitute Transaction Receipt**—A paper form or record that is not a Sales Draft and that a Member or Merchant provides in response to a Retrieval Request, when allowed.
- **Supermarket Incentive Program**—A Visa U.S.A. program that permits certain supermarket Merchant Outlets to qualify for a reduced Interchange Reimbursement Fee.

#### Supermarket Incentive Program Transaction—A Transaction that:

- Originates at a Merchant Outlet participating in the Supermarket Incentive Program
- Has a value of "4" in the Reimbursement Attribute field of the Clearing Record
- Is authorized and processed as specified in Volume I—General Rules, Chapter 4, "Acquirer Standards."
- **Suspect Activity**—A Transaction completed subsequent to the day that the Account Number was listed on the Exception File with a Pickup Response code of "07," "41," or "43," or reported as Fraud Activity.

Suspect Transaction—See Suspect Activity.

# Т

**T&E**—An abbreviation for Travel and Entertainment.

- **T&E Advance Deposit Service**—A service that a Lodging Merchant, Cruise Line Merchant, or Car Rental Company provides to a Cardholder, allowing use of a Visa Card to pay an advance deposit required to reserve accommodations or a vehicle.
- **T&E Advance Deposit Transaction**—A Transaction that a Lodging Merchant, Cruise Line Merchant, or Car Rental Company completes as a result of a Cardholder's agreement to use a Visa Card to pay for an advance deposit to reserve accommodations or a vehicle.
- **T&E Chargeback**—The Chargeback of a T&E Transaction.
- **T&E Document**—A photocopy of all documents pertinent to a T&E Transaction, such as a Guest Folio or car rental agreement that:
  - Evidences a Cardholder's participation in a lodging, cruise line, or car rental Transaction
  - Contains a Card Imprint and signature, if either or both was obtained
  - Is supplied in response to a Retrieval Request
- **T&E Express Service**—A service offered by a Lodging or Car Rental Merchant to a Cardholder that agrees to a Dynamic Currency Conversion Transaction. To expedite hotel check-out or car rental return, the service allows a customer to bypass the typical face-to-face hotel check-out or car rental return process, without receiving a Transaction Receipt. As part of the service, the Merchant mails (or e-mails, if selected by the Cardholder) the Transaction Receipt for the T&E Transaction to the Cardholder within 3 business days.
- **T&E Merchant**—A Merchant whose primary function is to provide travel-related services. The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of T&E Merchant:
  - Airline
  - Passenger railway
  - Car Rental Company
  - Lodging Merchant
  - Cruise Line Merchant
  - Central Reservation Service
  - Travel agency, only if it acts as an agent of an Airline, passenger railway, Car Rental Company, Lodging Merchant, or Cruise Line Merchant (excluding a travel agency that is primarily engaged in the sale of transportation or travel-related arrangement services by mail/phone order)

**T&E Services**—Travel-related services provided to Eligible Cardholders, including:

- Priority Check-out Service
- T&E Advance Deposit Service
- Visa Reservation Service

**T&E Transaction**—A Transaction at a T&E Merchant Outlet.

- **Tax Payment Program—Effective October 4, 2008**, a Visa payment program which allows a Tax Payment Program Merchant to process Visa Transactions in accordance with the requirements specified in *Section 5.4.K*.
- Tax Payment Program Merchant—Effective October 4, 2008, a government taxing authority or its designated agent properly assigned Merchant Category Code 9311 (Tax Payments) and authorized to process Tax Payment Transactions.
- **Tax Payment Transaction—Effective October 4, 2008**, a Visa Consumer Card or a Commercial Visa Product Transaction that represents a payment of eligible federal, state, or local taxes to the Tax Payment Program Merchant.
- **Telephone Service Transaction**—A Transaction in which a Cardholder uses a Visa Card to purchase a telephone call. These Transactions include, but are not limited to, Magnetic-Stripe Telephone Transactions.
- **Terminal Risk Management**—A process performed by a Chip-Reading Device to protect a Member from fraud by:
  - Initiating Online Issuer Authorization for all Transactions
  - Performing Transaction velocity checking
- **Terminal Standardization Program**—A Visa service that tests Point-of-Transaction equipment for compliance with standards for compatibility with VisaNet and reports the results to Members.
- **Terminated Merchant File**—A file (currently known as "MATCH"), maintained by MasterCard International, that identifies Merchants and principals of Merchants that Acquirers have terminated for specified reasons.
- **Third Party**—An entity, not defined as a VisaNet Processor, that provides payment related services, directly or indirectly, to a Member and/or stores transmits, or processes Cardholder data.

Three-Domain (3-D) Secure Authentication Request—See Authentication Request

Three-Domain Secure Specification—See 3-D Secure Specification.

**Trade Dress**—The physical appearance of a label, package, or display card.

- **Trade Name**—A name used to identify a business and to distinguish its activities from those of other businesses. In some cases the same words or symbols may serve as a Trade Name and a Mark simultaneously.
- **Trade Secret**—Any formula, pattern, device, or compilation of information that is used in one's business, and that gives one an opportunity to obtain an advantage over competitors who do not know or use it.
- **Trailing Chargeback Activity**—Chargeback activity at a Merchant Outlet that occurs after an Acquirer has stopped processing sales Transactions for the Merchant.

- **Transaction**—The act between a Cardholder and a Merchant, or a Cardholder and a Member that results in the generation of a Transaction Receipt. The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of Transactions:
  - Account Funding Transaction
  - Advance Payment Service Transaction
  - Effective April 1, 2008, Aggregated Transaction
  - ATM Cash Disbursement
  - Bill Payment Transaction
  - Cash Disbursement
  - Commercial Level II Transaction
  - Commercial Level III Transaction
  - Contactless Payment Transaction
  - CPS Transaction
  - CPS/Account Funding Transaction
  - CPS/Automated Fuel Dispenser Transaction
  - CPS/Card Not Present Transaction
  - CPS/e-Commerce Basic Transaction
  - CPS/e-Commerce Preferred Transaction
  - CPS/e-Commerce Preferred Hotel and Car Rental Transaction
  - CPS/e-Commerce Preferred Passenger Transport Transaction
  - CPS/e-Commerce Preferred Retail Transaction
  - CPS/e-Commerce Transaction
  - CPS/Hotel and Car Rental Card Not Present Transaction
  - CPS/Hotel and Car Rental Card Present Transaction
  - CPS/Passenger Transport Transaction
  - CPS/Restaurant
  - CPS/Retail Transaction
  - CPS/Retail Key-Entry Transaction
  - CPS/Retail 2 Transaction
  - CPS/Service Station
  - CPS/Small Ticket Transaction
  - CPS/T&E Transaction
  - Credit Transaction
  - Effective October 4, 2008, Debt Repayment Program Transaction
  - Delayed Delivery Transaction
  - Deferred Clearing Transaction
  - Deferred Payment Transaction
  - Domestic Transaction
  - Dynamic Currency Conversion
  - Electronic Commerce Transaction
  - Emergency Cash Disbursement
  - Emergency Cheque Refund
  - GSA Large Ticket Transaction
  - Installment Billing Transaction
  - International Airline Transaction
  - International Transaction
  - Interregional Transaction
  - Intra-regional Transaction
  - Limited-Amount Terminal Transaction
  - Mail/Phone Order Transaction
  - Manual Cash Disbursement

**Transaction Certificate** 

- No-Show Transaction
- No Signature Required Transaction
- Non-Authenticated Security Transaction
- Non-Secure Transaction
- Offline Check Card Transaction
- Online Check Card Transaction
- Online Financial Transaction
- Performance Threshold Interchange Reimbursement Fee Transaction
- Preauthorized Health Care Transaction
- Priority Check-out Transaction
- Quasi-Cash Transaction
- Effective October 4, 2008, Real-Time Clearing Transaction
- Recurring Transaction
- Retail Transaction
- Secure Electronic Commerce Transaction
- Self-Service Terminal Transaction
- Small Ticket Transaction
- Store and Forward Transaction
- Supermarket Incentive Program Transaction
- T&E Advance Deposit Transaction
- T&E Transaction
- Effective October 4, 2008, Tax Payment Transaction
- Telephone Service Transaction
- Visa Utility Program Transaction
- Vehicle-Specific Fleet Card Transaction
- Visa Electron Transaction
- Visa Prepaid Card Transaction
- Visa ReadyLink Transaction
- Visa Purchasing Large Ticket Transaction
- Wire Transfer Money Order Transaction
- **Transaction Certificate**—A Cryptogram generated by a Chip Card at the end of all offline and Online approved Transactions. The Transaction Certificate provides information about the actual steps and processes executed by the Card, Chip-Reading Device, and Merchant during a given Transaction and can be used during dispute processing.
- **Transaction Country**—The Country in which the Merchant Outlet is located, regardless of the Cardholder's location when a Transaction occurs. For Transactions completed aboard an aircraft, the Transaction Country is that in which the Merchant deposits the Transaction Receipt.

Transaction Currency—The currency in which a Transaction is originally completed.

- **Transaction Date**—The date on which a Transaction between a Cardholder and a Merchant, an Acquirer, or a Carrier, occurs.
- **Transaction Identifier**—A code that uniquely identifies a Transaction as a Custom Payment Services Transaction, usually generated by the V.I.P. System. BASE II assigns a Transaction Identifier to an original purchase Transaction that was not assigned a Transaction Identifier by the V.I.P. System.

**Transaction Receipt**—An electronic or paper record of a Transaction (or a copy, including microfilm), generated at the Point-of-Transaction. The *Visa U.S.A. Inc. Operating Regulations* refers to the following types of Transaction Receipts:

- Call Detail Report
- Cash Disbursement Transaction Receipt
- Counterfeit Transaction Receipt
- Credit Transaction Receipt
- Domestic Transaction Receipt
- Electronic Transaction Receipt
- Exported Transaction Receipt
- Guest Folio
- International Airline Transaction Receipt
- International Transaction Receipt
- Interregional Transaction Receipt
- Order Form
- Sales Draft
- Substitute Transaction Receipt
- T&E Document
- Transaction Record

Transaction Receipt Number—The sequential number printed on formsets.

**Transaction Record**—A paper record issued by, or in connection with, a Point-of-Transaction Terminal.

**Transaction Region**—The Visa Region in which the Merchant Outlet is located, regardless of the Cardholder's location when a Transaction occurs. For Transactions completed aboard an aircraft, the Transaction Region is that in which the Merchant deposits the Transaction Receipt.

**Travel Service Category**—An Interchange Reimbursement Fee category for Lodging, Cruise Line, and restaurant Merchants, Car Rental Companies, and travel agencies and tour operators identified by Merchant Category Code 4722.

Travelers Cheque—See Cheque.

#### U

**Unable to Authenticate Response**—A message from a 3-D Secure Issuer in response to an Authentication Request from a 3-D Secure Merchant indicating that the participating 3-D Secure Issuer is unable to authenticate the Cardholder, as specified in *Volume I—General Rules*, Chapter 3, "*Issuer Standards*," Section 3.13.B.2.b.

Unauthorized Use—A Transaction that meets one of the following criteria:

- · Is not processed on behalf of a Member
- Is processed on behalf of a Member by a VisaNet Processor not designated for processing activities
- Is processed on behalf of a Member but not within the scope of the Member's category of membership
- Is not within the scope of activities approved by the Member, the Member's Sponsor, or Visa U.S.A.
- Is processed using a BIN that has not been designated by the BIN Licensee for that Member's use

- **Unrecognized Service Code**—A Service Code that is not recognized by a Magnetic-Stripe Terminal or Chip-Reading Device.
- **Usage Code**—A VisaNet code that identifies the specific processing cycle of a Chargeback or Presentment.
- **U.S. Message Gateway Service**—A component of the Direct Exchange network that allows VisaNet endpoints to access authorization processing services. It operates as a switch for all payment transactions, routing traffic between all Visa payment processing participants.
- **Utility Program Interchange Reimbursement Fee**—An Interchange Reimbursement Fee paid to or received by a Member for a Transaction processed as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."

#### V

- Validation Code—A unique value that Visa includes as part of the Authorization Response for Custom Payment Services Transactions, to ensure that key Authorization fields are preserved in the Clearing Record.
- Vehicle-Specific Fleet Card—A Visa Purchasing Card enhanced with Fleet Service and assigned to a specific vehicle. The Card is embossed with the vehicle license number or other unique identification and any driver can sign for the Transaction. For control purposes, Vehicle-Specific Cards are blocked by Merchant Category Code so that they may only be used at fuel and vehicle maintenance Merchants.
- Verified by Visa Mark—A Mark used in conjunction with the 3-D Secure Authenticated Payment Program. One of the Visa-owned Marks.
- V.I.P. System—VisaNet Integrated Payment System. The VisaNet Authorization, Clearing, and Settlement services provided to Members. The V.I.P. System consists of both BASE I and the Single Message System.
- V.I.P. System Endpoint Certification Program—A certification program that provides protection to Visa Members and their VisaNet Processor endpoint systems from the risk of unpredictable processing from non-compliant code and helps ensure the integrity of the Visa payment system by requiring that all endpoints certify compliance with Visa specifications.
- V.I.P. System User—An Authorizing VisaNet Processor that connects to the V.I.P. System through a terminal or computer device, for Authorization and other services.
- V.I.P. Transaction Research Service Transaction Detail Report—A V.I.P. system report that lists data elements for Authorizations, including Card Verification Value information.
- Virtual Account—A Visa account provided with no corresponding plastic and intended primarily for Electronic Commerce Transactions.
- **Virtual Account-Holder**—An individual or commercial entity to whom a Virtual Account is provided or who is authorized to use a Virtual Account. All *Visa U.S.A. Inc. Operating Regulations* applicable to Cardholders also apply, as appropriate, to Virtual Account-Holders.
- **Virtual Account Issuer**—A Member that provides a Virtual Account and enters into a contractual relationship with a Virtual Account-Holder.

- VIS-Compliant—A Card or terminal application that complies with the requirements specified in the Visa Integrated Circuit Card Specifications (VIS).
- Visa—Visa International Service Association and all of its subsidiaries and affiliates.
- **Visa Account Updater**—An optional service developed by Visa U.S.A. that enables an Issuer to provide updated Cardholder account information to participating Acquirers, as specified in the *Visa Account Updater Terms of Use.*
- Visa Advanced ID Solutions—A Visa service that is designed to reduce Member losses related to Card, non-Visa card, and other Visa and non-Visa products through the use of the Issuers' Clearinghouse Service, the eFunds Services, ID Score Plus, and/or the Prescreen Service.
- Visa and Bands Symbol—See Visa Flag Symbol.
- **Visa ATM**—An ATM that displays the Visa Flag Symbol or the Visa Brand Mark.
- Visa ATM Network—A service offered by participating Members that allows a Cardholder to obtain currency or travelers cheques from an ATM displaying the Visa Flag Symbol or the Visa Brand Mark.
- Visa ATM Network Transaction—See ATM Cash Disbursement.
- **Visa Authorisation, European Customised Services**—A scalable component of the VisaNet system that delivers Online Authorization and financial processing services to Members.
- Visa Billing Statement—A monthly report provided by Visa that details charges assessed to Members. Items appearing on this report will be collected using the Fee Collection transaction Reason Code 5010 (Global Member Billing Solutions).
- Visa Brand Mark—A Visa-Owned Mark that represents the Visa organization and its product and service offerings. It must be used as specified in:
  - Volume I-General Rules, Chapter 10A, "Visa Brand Mark & Card Standards"
  - Visa Product Brand Standards
- **Visa Brand Mark with the Electron Identifier**—A Visa-Owned Mark consisting of the Visa Brand Name and the word "Electron." It must be used as specified in:
  - Volume I—General Rules, Chapter 10A, "Visa Brand Mark & Card Standards"
  - Visa Product Brand Standards

Visa Brand Name—A Visa-Owned Mark consisting of the word "Visa."

**Visa Business**—A Visa Business Card issued as specified in the *Visa U.S.A. Inc. Operating Regulations*.

Visa Business Check Card—A Visa Business Card issued as a Visa Check Card.

Visa Business Platinum Check Card—A Visa Business Check Card issued in accordance with the requirements specified in Section 3.6.B of the Visa U.S.A. Inc. Operating Regulations.

Visa Business Platinum Check Card—A Visa Business Check Card issued as Visa Platinum.

Visa Business Platinum Credit Card—A Visa Business Card issued as Visa Platinum.

- **Visa Buxx**—A pre-paid, host-based stored value, Visa Debit Card, designed for teenagers, with account ownership by a parent or guardian.
- Visa Buxx Symbol—A Visa-Owned Mark consisting of the Visa Wordmark and the Enhanced Visa Wordmark centered above the word "Buxx."
- Visa Card—A Magnetic Stripe and/or a Visa Contactless Card bearing either the Visa Flag Symbol or the Visa Brand Mark, or a non-Card form Contactless Payment device bearing the Visa Brand Mark, that enables a Visa Cardholder to obtain goods, services, or cash from a Visa Merchant or an Acquirer. Effective January 1, 2011, all Visa Cards must bear the Visa Brand Mark. A Visa Card is always one of the following:
  - Authorization Preferred Visa Prepaid Card
  - Visa Business
  - Visa Business Platinum Check Card
  - Visa Business Platinum Credit Card
  - Visa Buxx
  - Visa Check Card
  - Visa Check Card II
  - Visa Corporate
  - Visa Employee Benefits Card
  - Visa Gift Card
  - Effective April 15, 2008, Visa Meetings
  - Visa Payroll
  - Visa Prepaid Business Card
  - Visa Prepaid Card
  - Visa Prepaid Corporate Card
  - Visa Purchasing
  - Visa Prepaid Purchasing Card
  - Visa Signature
  - Visa Signature Preferred
  - Visa Traditional

Visa Card Program—See Visa Program.

Visa Card Program Marks—See Visa Program Marks.

- Visa Cash Back Service—A service whereby cash is obtained from a qualified Merchant through the use of a Visa Check Card II Card in conjunction with, and processed as, a PIN-based Single Message System Transaction. The amount of cash back is always less than the total Transaction amount.
- Visa Check Card—A Consumer Visa Check Card or Visa Business Check Card that accesses a deposit, investment, or other consumer or business asset account, including a fiduciary account.
- Visa Check Card II—A Consumer Visa Check Card that accesses a deposit, investment, or other consumer asset account, including a fiduciary account.
- **Visa Commercial**—A product identifier that, at the option of an Issuer, may be printed on the front of a Commercial Visa Product.

Visa Commercial Card Product—See Commercial Visa Product.

Visa Commercial Solutions Data and Reporting Tools—Various optional data management, reporting, and analysis services provided to Issuers and their Client Organizations in connection with their Commercial Visa Product Programs.

Visa Consumer Card—A Visa Card other than a Commercial Visa Product Card.

**Visa Consumer Credit Card**—A Visa Consumer Card other than Visa Debit Card that includes the following:

- Visa Traditional
- Visa Signature
- Visa Signature Preferred

Visa Contactless—A Contactless Payment-enabled Visa Card or Visa Micro Tag issued in conjunction with, and as a companion to, a full-size Visa Card.

- **Visa Contactless Payment Program**—A program through which participating Members issue Visa Cards with Contactless Payment capability or support Contactless Payment at a Point-of-Transaction Terminal, as specified in the *Visa U.S.A. Inc. Operating Regulations*.
- Visa Corporate—A Visa Corporate Card issued as specified in the Visa U.S.A. Inc. Operating Regulations.
- Visa Corporate Identity—The Enhanced Visa Wordmark, used to represent the Visa organization and all of its products and services.
- Visa Credit and Business Category—A Card category that consists of the following:
  - Consumer Card, other than a Visa Debit Card, issued by a U.S. Issuer
  - Commercial Visa Product
  - Visa Card issued by a non-U.S. Issuer

**Visa Customer Care Services**—A 24-hour-a-day, 7-day-a-week center that Visa maintains as part of the Global Customer Assistance Services program, where a Cardholder can obtain:

- Information and certain types of emergency assistance while traveling and
- Emergency Cash Disbursements and Emergency Replacement Cards
- **Visa Debit Card**—A Visa Consumer Card that accesses a deposit, investment, or other asset of a consumer, including a fiduciary account, but not including a Consumer Visa Deferred Debit Card. A Visa Debit Card includes the following:
  - Prepaid Card bearing a Visa TravelMoney Wordmark
  - Visa Buxx
  - Consumer Visa Check Card
  - Visa Check Card II
  - Visa Gift Card
  - Visa Incentive Card
  - Visa Payroll
  - · Visa Prepaid Card

Visa Debit Category—A Card category that consists of the following:

- Visa Debit Card issued by a U.S. Issuer
- Visa Card issued by a non-U.S. Issuer

Visa Debt Repayment Program Transaction

- Visa Debt Repayment Program Transaction—Effective October 4, 2008, a Visa Debit Card Transaction completed by a Visa Debit Category Limited Acceptance Merchant that is authorized and processed as specified in *Volume I—General Rules*, Chapter 5, "*Card & Cheque Acceptance*."
- Visa Electron Card—A card that bears the Visa Electron Symbol or the Visa Brand Mark with the Electron Identifier, but not the Visa Flag Symbol, and is issued as specified in the Visa International Operating Regulations, Volume I—General Rules, Chapter 3, "Issuer Requirements & Information" and the Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol) or the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark). Effective January 1, 2011, Visa Electron Cards must bear the Visa Brand Mark with the Electron Identifier.

Visa Electron Logotype—The Visa Electron Wordmark depicted in stylized lettering.

- Visa Electron Payment Application—A software application contained within a Chip that defines the parameters for processing a Visa Electron Transaction and meets the minimum requirements for a Visa Electron Program.
- **Visa Electron Program**—A program where a Member provides worldwide payment services to Visa Electron Merchants and Cardholders using Visa Electron Cards. A Member may participate in the Visa Electron Program, as specified in *Visa International Operating Regulations, Volume I—General Rules,* and *Visa U.S.A. Inc. Operating Regulations, Volume I—General Rules,* Chapter 5, "*Card & Cheque Acceptance.*"
- Visa Electron Program Marks—The Marks used in connection with the Visa Electron Program.
- Visa Electron Symbol—A Visa-Owned Mark consisting of the Visa Wordmark, Comet Design, and name, "Electron."
- Visa Electron Transaction—A Transaction completed with a Visa Electron Card.
- Visa Electron Wordmark—A Visa-Owned Mark consisting of the words "Visa Electron."
- Visa Electronic Certificate Service—A Visa service that issues Digital Certificates.
- **Visa Employee Benefits Card**—A Visa Prepaid Card through which an Issuer enables employers and benefit administrators to provide employees with a Card that allows direct access to benefits for qualified health care, dependent care, and transit expenses.
- Visa ePay—The Visa systems and services described in the Visa ePay Operating Regulations.
- Visa ePay Product Name—A product name comprised of the Visa Wordmark or Visa Brand Name and the term "ePay," as specified in the Visa ePay Operating Regulations.
- Visa Extras Program—A Points-based loyalty program that enables participating Cardholders to earn Points toward rewards consisting of goods or services based on eligible Visa purchase Transactions.

Visa File Correction Service—See File Correction Service.

**Visa File Exchange Service**—A program through which Members and their qualified Agents exchange non-clearing and settlement files with Visa.

- Visa Flag Symbol—A Visa-Owned Mark consisting of the Bands Design with the Visa Logotype centered in the middle band. Effective January 1, 2011, a Visa Card must not bear the Visa Flag Symbol, as specified in Volume I—General Rules, Chapter 10A, "Visa Brand Mark & Card Standards."
- **Visa Fleet Card**—A Visa Purchasing Card used only for the purchase of fuel and vehicle maintenance services.
- **Visa Fleet Service**—An enhancement to Visa Purchasing that provides company vehicle fleet managers with information to track vehicle fuel and maintenance expenses.
- Visa Fleet Service Merchant—A Merchant whose primary business is providing fuel or vehicle maintenance services. A Visa Fleet Service Merchant is identified by the following Merchant Category Codes: 4468, 4582, 5511, 5532, 5533, 5541, 5542, 5599, 7531, 7534, 7535, 7538, 7542, 7549, and 7699.
- Visa Flexible Spending Account (FSA)—A Visa Prepaid Card program administered by an employer, in accordance with the IRS requirements, that permits employees to set aside pre-tax dollars to pay qualified out-of-pocket medical expenses not covered by the employer's health care plan.
- Visa Gift Card—A Visa Debit Card, issued as a Visa Prepaid Card, and designed for consumer gift giving.
- Visa Gold Cardholder—See Cardholder.
- Visa Health Reimbursement Account (HRA)—An employer-funded Visa Prepaid Card program that reimburses employees, in accordance with the IRS regulations, for qualified out-of-pocket medical expenses not covered by the employer's health care plan.
- Visa Health Savings Account (HSA)—A Visa Prepaid Card program operated in accordance with the IRS regulations that enables participants of a qualified high-deductible health plan (HDHP) to access funds contributed by an employee, employer, or both, for qualified out-of-pocket health care expenses.
- **Visa Incentive Card**—A Visa Debit Card issued as a Visa Prepaid Card and designed to enable a business entity to provide consumer funds in the form of promotional discounts, rebates, or corporate incentives such as bonuses.
- Visa Incentive Network—A program that allows targeted rewards such as discounts or sweepstakes to be made available to select Visa Cardholders.
- Visa Integrated Billing System—See Global Member Billing Solution.
- Visa Integrated Circuit Card Specifications (VIS)—Chip Card and terminal requirements for Visa Smart Payment programs that serve as companion specifications to the *EMV Integrated Circuit Card Specifications*.

Visa IntelliLink—A web-based service designed to meet the Card program management needs of federal government agency Client Organizations. Visa IntelliLink provides information services such as:

- Analytics and investigative reporting
- Misuse detection
- Program compliance
- Regulatory compliance
- Spend management
- Strategic sourcing
- Administration

**Visa Interchange Directory**—A directory containing contact information on Members and VisaNet Processors that Visa compiles and sends to all Members and VisaNet Processors.

Visa International—See Visa.

Visa International Service Center—See Visa Customer Care Services

Visa Logotype—The Visa Wordmark depicted in stylized lettering.

- Visa Loyalty Platform Services—Rewards and loyalty services available to Issuers and Acquirers to enhance their proprietary loyalty programs. This program replaces the Visa Extras Platform Services loyalty program.
- Visa Meetings—Effective April 15, 2008, a Visa Purchasing Card used for purchases associated with business meetings and events.
- **Visa Micro Tag**—A Visa Contactless-only payment device without a Magnetic Stripe issued as a companion to a corresponding full-size Visa Card in accordance with the provisions specified in the *Visa U.S.A. Inc. Operating Regulations* and the *Visa Micro Tag Design and Branding Guide*.

Also see Visa Card

- Visa Membership Management—Effective July 18, 2008, a web-based service, accessed through Visa Online, that allows Members and their designated Agents to view and manage their Visa membership information in the Visa information system.
- **Visa Mini Card**—A small-size Visa Consumer or Commercial Visa Product Card issued in conjunction with a corresponding full-sized Visa Card, and issued in accordance with the provisions specified in the *Visa U.S.A. Inc. Operating Regulations* and the *Visa Mini Card Design and Branding Guide for the United States.*
- Visa Mini Card Design and Technology—The Card design and technology as set forth in and according to the Visa Mini Card Design and Branding Guide for the United States, and the Visa Mini Card Patent Rights identified therein.
- **Visa Mini Card Patent Rights**—The patents associated with the Visa Mini Card Design and Technology issued to Bank of America in the United States, along with pending patent applications in the United States under which Visa and Members are granted rights in accordance with the Bank of America Visa Mini Card Exclusive License Agreement and these Operating Regulations.

- VisaNet—The systems and services, including the V.I.P. System, BASE II, and Visa Authorisation, European Customised Services through which Visa delivers Authorization, Clearing, and Settlement services to Members.
- VisaNet Access Point—Visa equipment and software that a Member uses to access the VisaNet systems through a router and switch configuration (Direct Exchange environment)
- VisaNet Copy Request and Fulfillment Service—An automated process for transmitting Copy Requests, Retrieval Requests, and Fulfillments and monitoring the integrity and quality of the service through Visa Resolve Online.
- VisaNet Copy Request and Fulfillment Service Fees—Service-related fees that include, but are not limited to:
  - Transaction fees
  - Fulfillment incentive fees
- **VisaNet Documentation Automation Service**—An automated process for transmitting documentation supporting Chargebacks and Representments and monitoring the integrity and quality of the service through Visa Resolve Online.
- VisaNet Integrated Payment System—See V.I.P. System.
- VisaNet Interchange Center—A Visa facility that operates the VisaNet data processing systems and support networks.
- VisaNet Processor—A Member, or Visa approved non-member who is directly connected to VisaNet, that provides Authorization, Clearing, or Settlement services for Merchants and/or Members.
- VisaNet Settlement Service—The VisaNet system that provides Settlement reporting and funds transfer services to BASE II and Single Message System Clearing Processors, as specified in the appropriate VisaNet User's Manuals.
- VisaNet Test System—The hardware, software, and documentation provided by Visa for use during the certification process.
- **Visa Online**—A password-protected Web Site that provides Members and/or their VisaNet Processors with access to Visa information.
- Visa-Owned Marks—The Marks owned by Visa, as specified in the Visa International Operating Regulations, Volume I—General Rules, Chapter 10, "Card and Marks Requirements," Chapter 10A, "Visa Brand Mark & Card Standards," Visa International Card and Marks Specifications (for Cards bearing the Visa Flag Symbol), and the Visa Product Brand Standards (for Cards bearing the Visa Brand Mark).
- Visa-Owned Payment Products—Visa Cards, Visa Electron Cards, Cheques, and Visa TravelMoney Cards.
- **Visa Payment Application**—A software application contained within a Chip that defines the parameters for processing a Visa Transaction and meets the minimum requirements of the Visa Program.

- **Visa Payment Gateway Service**—A Visa service that provides Authorization and Clearing of Transactions that comply with the Secure Electronic Transaction Specification.
- Visa Payroll—A Visa Prepaid Card program through which an Issuer enables employers to offer employees a Visa Debit Card, issued as a Visa Prepaid Card, as an alternative to a payroll check.
- **Visa PIN Debit Gateway Service**—A Visa processing service that switches non-Visa, PIN-based debit transactions to debit networks for authorization, clearing, settlement, and exception item processing, which may include chargebacks, representments, and other non-financial and financial transactions as defined by the operational rules of the applicable network.
- Visa Platinum—A Visa Business Platinum Credit Card or Visa Business Platinum Check Card.
- **Visa/Plus ATM**—An ATM that displays both the Visa Flag Symbol or the Visa Brand Mark and the Plus Symbol, and may also display the Visa Electron Symbol or the Visa Brand Mark with Electron Identifier.
- Visa Prepaid Business Card—A Visa Business Card used to access funds in a Prepaid Account.
- Visa Prepaid Card—A Card used to access funds in a:
  - Prepaid Account or
  - Card where monetary value is stored on a Chip.
- Visa Prepaid Corporate Card—A Visa Corporate Card used to access funds in a Prepaid Account.
- Visa Prepaid Purchasing Card—A Visa Purchasing Card used to access funds in a Prepaid Account.
- Visa Products—See Visa-Owned Payment Products.
- **Visa Program**—A program through which a Member provides payment services to Visa Cardholders **or** Merchants by acting as an Issuer, an Acquirer, or both.
- Visa Program Marks—The Marks used in connection with the Visa Program.
- **Visa Purchasing**—A Visa Purchasing Card issued as specified in the *Visa U.S.A. Inc. Operating Regulations*.
- Visa Purchasing Large Ticket Interchange Reimbursement Fee—An Interchange Reimbursement Fee paid to or received by a Member for a Visa Purchasing Large Ticket Transaction processed as specified in *Volume I—General Rules*, Chapter 4, "*Acquirer Standards*."
- Visa Purchasing Large Ticket Transaction—A Transaction completed with a Visa Purchasing Card that meets the large ticket transaction requirements specified in Volume I—General Rules, Chapter 4, "Acquirer Standards."
- Visa ReadyLink—A Visa processing service that enables the Settlement, through VisaNet, of funds associated with an Issuer-approved load Transaction to a Visa Prepaid Card at a Load Partner.

- Visa ReadyLink Transaction—A Transaction completed at a Load Partner that facilitates the loading of value to a Visa Prepaid Card that has been designated for participation in Visa ReadyLink.
- Visa Reservation Service—Visa services provided by a:
  - Lodging Merchant to guarantee accommodations or
  - Car Rental Company to guarantee a Specialized Vehicle or Peak-Time reservation
- **Visa Resolve Online**—An online Visa service for the retrieval and transmission of dispute resolution information and documentation.
- Visa Risk Manager—Effective May 16, 2008, a suite of risk management products designed to help Issuers optimize loss prevention and maximize profitability through intelligent risk-management decisioning.
- Visa Secure Electronic Commerce—A payment service that provides payment information security over the Internet and other networks for Cardholders using a Card and Cardholder Access Device to complete an Electronic Commerce Transaction.
- Visa Settlement Bank—A bank where Visa maintains its Settlement accounts and performs funds transfer for Settlement.
- **Visa Signature**—A Visa Card that is issued in accordance with the requirements specified in *Section 3.4.C* of the *Visa U.S.A. Inc. Operating Regulations*.
- **Visa Signature Business**—A Visa Card that is issued in accordance with the requirements specified in *Section 3.6.C* of the *Visa U.S.A. Inc. Operating Regulations*.
- **Visa Signature Preferred**—A Visa Card that is issued in accordance with the requirements specified in *Section 3.4.D* of the *Visa U.S.A. Inc. Operating Regulations*.
- Visa Smart Payment—EMV- and VIS-Compliant Chip-based applications that provide payment service options and controls to Issuers of Chip Cards bearing the Visa Flag Symbol or Visa Brand Mark that are **not** available using Magnetic-Stripe technology.
- Visa Three-Domain Secure Services—Visa services that provide enrollment of Cardholders and authentication processing of Transactions that comply with the Three-Domain Secure Specification.
- Visa Traditional—A Visa Consumer Credit Card excluding Visa Signature, Visa Signature Preferred
- Visa Traditional Rewards Card—A consumer credit product that enables Cardholders, based on their qualifying purchases, to earn units of a rewards currency consisting of:
  - Points that are redeemable for cash, cash-equivalent rewards (i.e., gift certificate, gift card, or statement credit), or any other reward option permitted upon prior approval by Visa or
  - Air miles that are redeemable for air travel
- **Visa Transaction Information**—Any Transaction information or data that is contained in the VisaNet:
  - Authorization message or
  - Clearing Record

- **Visa Transit**—A Visa Prepaid Card provided by an employer to an employee to access tax-advantaged transit benefits.
- Visa Travel Service Center—See Visa Customer Care Services.

Visa Travelers Cheque—See Cheque.

- Visa Travelers Cheque Program—A program through which a Member issues Visa Cheques.
- Visa TravelMoney—See Visa TravelMoney Card.
- Visa TravelMoney Card—A prepaid card that may be purchased and used worldwide to obtain local currency at Visa ATM Network or Plus ATM locations.
- **Visa TravelMoney Program**—A program through which a Visa TravelMoney participant provides Visa ATM Network or Plus ATM Cash Disbursement services to Visa TravelMoney Cardholders by acting as an Issuer, an Acquirer, or both.
- Visa TravelMoney Wordmark—A Mark comprising the words "Visa TravelMoney." One of the Visa Program Marks.

Visa U.S.A.—Visa U.S.A. Inc.

- Visa Utility Program Transaction—A Consumer Card, or a Visa Business (including Visa Signature Business) Transaction that:
  - Originates at a Merchant Outlet registered in the Visa Utility Interchange Reimbursement Fee Program
  - Is authorized and processed as specified in Volume I—General Rules, Chapter 4, "Acquirer Standards."
- Visa Utility Interchange Reimbursement Fee Program—A Visa U.S.A. program that permits Acquirers to qualify for the Utility Program Interchange Reimbursement Fee for a Consumer Card, or a Visa Business (including Visa Signature Business) Transaction completed at a utility Merchant assigned Merchant Category Code 4900, as specified in *Volume I—General Rules*, Chapter 4, "Acquirer Standards."
- VisaVue Participation Agreement—An agreement that specifies the terms and conditions for participation in the web-based VisaVue Service.
- **VisaVue Service**—An optional, web-based Visa transaction reporting and analytic tool that enables Members to analyze their VisaNet transaction data.

Visa Wordmark—A Visa-Owned Mark consisting of the word "Visa." See Visa Brand Name.

#### W

**Web Site**—One or more Internet addresses at which an individual or organization provides information to others, often including links to other locations where related information may be found.

**Willful Violation**—An Operating Regulation violation is considered "willful" if the Member:

- Did not correct the violation within a 12-month period, as specified in Section 1.7.E or
- Knew, or its knowledge can be fairly inferred, that its conduct constituted a violation of the *Visa U.S.A. Inc. Operating Regulations*
- **Wire Transfer Money Order**—A check or money order purchased by a Cardholder from a Wire Transfer Money Order Merchant.
- Wire Transfer Money Order Merchant—A Merchant that sells money orders by electronic funds transfer.
- Wire Transfer Money Order Transaction—A Transaction representing the sale of a check or money order for transfer to a payee (who may or may not be the Cardholder) by electronic funds transfer.

Wordmark—A Mark consisting entirely of a word.

- Workout Period—Either:
  - In conjunction with the Risk Identification Service (RIS) Online, a 90-calendar-day period during which Visa manages a corrective-action plan between a Merchant and its Acquirer to bring the Merchant's Suspect Transactions-to-sales and Fraud Activity-to-sales ratio within acceptable levels or
  - In conjunction with the Acquirer Monitoring Program, a 90-calendar-day period during which Visa monitors an Acquirer's remedial plan to bring the Acquirer's Fraud Activity-to-sales ratio below the program's Alert thresholds

Wrong Item—A Fulfillment that does not match the data sent in a Retrieval Request.

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This appendix contains Merchant Category Codes, Floor Limit category codes, required Merchant name abbreviations, and other applicable Merchant data standards.

## Merchant Category Code Assignments

The Merchant Category Code is a four-digit number assigned to a Merchant by an Acquirer that designates the principal trade, profession, or line of business in which the Merchant is engaged.

If a Merchant is an Airline, Car Rental Company, or Hotel, the Acquirer must assign the specific code for that Merchant in the T&E "3000" range of codes. If a specific code in the "3000" range is **not** listed for a particular Merchant name, the Acquirer must assign the general industry code (such as 4511 for Airlines, 7512 for Car Rental Companies, or 7011 for Hotels).

If a Merchant does **not** fit under a specific Merchant Category Code, the Acquirer must assign it a general Merchant Category Code, such as 8999. These general "catch-all" codes end with the numbers "99."

Because Merchant Category Codes are used for a variety of reporting and risk management purposes, it is critical that the Acquirer assign the correct Merchant Category Code that best describes what the Merchant sells.

Members should refer to the *Visa Merchant Data Manual* for further information regarding the assignment of Merchant Category Codes.

### **Electronic Commerce Merchants**

Merchants selling over an open network such as the Internet must be assigned the MCC that best describes the merchandise or services sold. If the Merchant sells several products or services, the MCC that best describes the majority of the sales must be assigned. In addition, appropriate Electronic Commerce Indicators, as specified in *(Exhibit NN)* and *(Exhibit OO)* of the *Visa U.S.A. Inc. Operating Regulations*, must be included in both the Authorization Request and Clearing Messages.

Direct Marketing Merchant Category Code Assignments

## Direct Marketing Merchant Category Code Assignments

An Acquirer may assign one of the following direct marketing Merchant Category Codes, as applicable.

**Direct Marketing Insurance Services (5960)**—Insurance services that may be offered via direct mail, billing statement insert, magazine, or television advertisement. Prospective customers are given a telephone number or an address to which they reply for enrollment in the service. Services offered include all forms of life insurance, hospital indemnity insurance, accidental death and dismemberment insurance, or credit card insurance. Services are often targeted to affinity groups. Billing of insurance premiums typically takes the form of periodic (monthly, quarterly, annually) installments which continue until cancelled either by the Cardholder or the insurance company. Insurance agents are specifically excluded from this Merchant Category Code.

*Example:* An insurance company that solicits Cardholders for credit card insurance via billing statement insert

**Travel Related Arrangement Services (5962)**—The Merchant initiates contact with Cardholders via telephone calls, magazine, television ads, or through mailings (other than a catalog) to generate sales or to offer potential customers an incentive to call the Merchant. The Merchant's direct contact methods are similar to the Outbound Telemarketing Merchant, however, only travel related arrangements are sold.

*Example:* Discount Travel Clubs

**Catalog Merchants (5964)**—Goods are offered to consumers via a paper or electronic catalog. This category code is designed for Merchants with **no** retail ("face-to-face") sales. A one-or two-page leaflet is **not** considered a catalog.

*Example:* Television shopping services, catalog services

**Combination Catalog and Retail Merchants (5965)**—Goods are sold to consumers via a paper or electronic catalog **and** at one or more retail outlets. Catalog sales must be processed under Merchant Category Code 5965 and all **retail** sales must be processed under the appropriate retail Merchant Category Code, for which a separate and unique Merchant name and Merchant identification number are required.

*Examples:* Department stores with catalog subsidiaries or divisions; electronics, sports clothes/equipment, or gourmet food/equipment sold by catalog and in retail stores

**Outbound Telemarketing Merchants (5966)**—The Merchant initiates contact with Cardholders (for both products and services) via telephone calls or through mailings (other than a catalog), instructing the Cardholder to call the Merchant.

This classification includes merchants known as "upsellers." These merchants solicit cardholders to make additional puchases when they contact call centers to purchase products of other Direct Marketing merchants.

*Examples:* Distributors of cosmetics, health care products, and vitamins.

Merchants classified under this MCC (5966) are considered high-risk and must be registered with the Visa High-Risk Telemarketing Merchant Registration Program.

**Inbound Teleservices Merchants (5967)**—Non-Business-to-business audiotext/videotext and or digital content services accessed via telephone, fax, or over an open network, such as the Internet for the purchase of services or information including, but not limited to, pay-per-call services.

- *Examples:* Horoscope readings, pay-per-call services, sports scores, stock market quotations
- *Note:* Also see Electronic Commerce/Information Services (4816) for services accessed via computer modem.

Merchants classified under this MCC (5967) are considered high-risk and must be registered with the Visa High-Risk Telemarketing Merchant Registration Program.

**Continuity/Subscription Merchants (5968)**—Products or services are offered via subscription to a Cardholder on a continuing (monthly, quarterly) basis.

*Examples:* Record, tape or compact disc clubs, collectible services, periodicals

Direct Marketing Merchant Category Code Assignments

**Other Direct Marketers (5969)**—This category code is comprised of all other direct marketing companies that do **not** meet the criteria for any of the above categories. It includes Merchants offering one or two products per promotion, using multiple approaches (including a one-or two-page leaflet with an order form or telephone number for placing orders).

*Examples:* Theater or sports tickets by Mail/Phone Order, speciality items (such as kitchen tools/appliances, exercise equipment) offered only through radio or television

Not all Mail/Phone Order Transactions are necessarily direct marketing Transactions. Charitable contributions, Quasi-Cash Transactions, T&E Transactions, and Transactions occurring at health care locations effected through Mail/Phone Order are not direct marketing Transactions. Excluded are tickets ordered by telephone but paid for at the ticket booth; these are considered face-to-face transactions and must be classified under MCC 7922 - Theatrical Producers (Except Motion Picture), Ticket Agencies. Also excluded are merchants that primarily have face-to-face transactions and are not cultivating a mail/telephone order customer base, but may occasionally accept mail or telephone orders for customer convenience. These merchants must be assigned the appropriate retail merchant category code that describes their business and identify each mail/telephone transaction with the proper MO/TO or Electronic Commerce Indicator value to indicate a non face-to-face transaction.

MERCHANT TYPE	MCC
A	
ATM Cash Disbursements	6011
Accessories - Automotive	5533
Accessories - Home Furnishings	5719
Accessories - Men's, Boys' Clothing	5611
Accessories - Recreational Vehicles	5561
Accessories - Women's Accessory, Specialty Shops	5631
Accessory Shops—Not Elsewhere Classified	5699
Account Funding - Financial Institution	6012
Account Funding - Non-Financial Institution	6051
Accounting, Auditing, Bookkeeping Services	8931
Active Wear - Sports Apparel	5655
Ad Agencies	7311
Advertising Services	7311
Agencies - Advertising	7311
Agencies - Consumer Credit Reporting	7321
Agencies - Detective Agencies	7393
Agencies - Employment, Temporary Help Services	7361
Agencies - Protective Services, Including Armored Cars, Guard Dogs	7393
Agencies - Security Services	7393
Agencies - Ticket, Theatrical Producers	7922
Agricultural Cooperative	0763
Air Ambulance Services	4119
Air Conditioning Contractors	1711
Air Conditioning, Refrigeration Repair Shops	7623
Air or Ground Courier Services	4215
Aircraft Rentals	7999
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	e of goods and/or

# Merchant Data Standards, listed in alphabetical order by Merchant type

MERCHANT TYPE	мсс
Airlines, Air Carriers—Not Elsewhere Classified	4511
Airplane, Aircraft Dealers	5599
Airport Shuttle Transportation	4789
Airports, Flying Fields, and Airport Terminals	4582
Alarm Systems, Services	7393
Alcohol - Liquor Stores	5921
Alcohol, Drug Abuse Counseling	7277
Alcoholic Beverages - Drinking Establishments	5813
Alimony Payments	9211
All-Terrain Vehicle Dealers	5599
Alterations	5697
Alumni/Alumnae Associations	8641
Ambulance Services	4119
Ammunition Stores	5999
Amusement Parks, Circuses, Carnivals, and Fortune Tellers	7996
Amusement Supplies - Video, Game	7993
Animal Boarding Services	7299
Animal Breeders	7299
Animal Doctors, Hospitals	0742
Animal Grooming Services	7299
Animal Training	7299
Animals, Pet Shops	5995
Answering Services - Telephone	7399
Antique Automobiles	5521
Antique Reproductions	5937
Antique Shops - Sales, Repairs, and Restoration Services	5932
Apparel—Not Elsewhere Classified	5699
<ul> <li>This MCC may only be used for Merchants engaged primarily in the services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	e sale of goods and/or

MERCHANT TYPE	MCC
Apparel - Children's, Infants' Wear	5641
Apparel - Clothing Rental - Costumes, Formal Wear, Uniforms	7296
Apparel - Family Clothing Stores	5651
Apparel - Furriers, Fur Shops	5681
Apparel - Men's, Boys' Clothing	5611
Apparel - Men's, Women's Clothing Stores	5691
Apparel - Sports, Riding Apparel Stores	5655
Apparel - Tailors, Seamstresses, Mending, Alterations	5697
Apparel - Women's Accessory, Specialty Shops	5631
Apparel - Women's Ready-to-Wear Stores	5621
Appliance Rentals	7394
Appliance Repair Shops	7629
Appliance Stores - Household—Not Elsewhere Classified	5722
Appraisers	8999
Aquariums, Seaquariums, Dolphinariums	7998
Arboretums	7991
Arcades - Video Games	7994
Architectural, Engineering, Surveying Services	8911
Arenas - Sports	7941
Armored Cars	7393
Art Dealers, Galleries	5971
Art Museums	7991
Art Schools	8299
Art, Graphics Services	7333
Artist's Supply, Craft Shops	5970
Asphalt Contractors	1771
Associations - Automobile	8675
<ul> <li>This MCC may only be used for Merchants engaged primarily in the s services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	ale of goods and/or
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Associations - Civic, Social, Fraternal Associations	8641
Athletic Apparel Stores	5655
Athletic Clubs - Physical Fitness	7997
Athletic Fields	7941
Athletic Shoe Stores	5661
Atlas, Map Stores	5999
Attorneys	8111
Auction Houses	8999
Audiotext Merchants	5967
Auditing Services	8931
Auto Detailing	7542
Automated Cash Disbursements	6011
Automated Fuel Dispensers	5542
Automated Referral Service (FOR VISA USE ONLY)	9700
Automobile - Motor Vehicle Supplies, New Parts ◆	5013
Automobile - Parts, Accessories Stores	5533
Automobile Associations	8675
Automobile Clubs	8675
Automobile Driving Instruction	8299
Automobile Insurance - Sales (Direct Marketing)	5960
Automobile Insurance - Sales (Non-Direct Marketing)	6300
Automobile Parking Lots, Garages	7523
Automobile Rental Agency	7512
Automobile Towing Services	7549
Automobile/Truck Dealers (New/Used) Sales, Service, Repairs, Parts, Leasing	5511
Automobile/Truck Dealers (Used Only)	5521
Automotive Body Repair Shops	7531
This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.	
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	МСС
Automotive Cleaning, Waxing	7542
Automotive Dealers, Miscellaneous—Not Elsewhere Classified	5599
Automotive Glass Repair and Replacement	7538
Automotive Paint Shops	7535
Automotive Parts and Accessories Stores	5533
Automotive Race Tracks - Non Participatory	7941
Automotive Service Shops (Non-Dealer)	7538
Automotive Tire Stores	5532
Aviation Fuel	5983
Aviation Instruction	8299
Awnings - Residential, Commercial	5998
В	
Baby Clothing	5641
Babysitting Services	8351
Backpacking Equipment	5941
Bagel Shops	5462
Bail, Bond Payments	9223
Bait, Tackle Stores	5941
Bakeries	5462
Ballet Schools	7911
Balloon Bouquets	5992
Ballooning	7999
Ballroom Dance Instruction	7911
Bands, Orchestras, and Miscellaneous Entertainers—Not Elsewhere Classified	7929
Banks - Financial Institutions - Automated Cash Disbursements	6011
Banks - Financial Institutions - Manual Cash Disbursements	6010
Banks - Financial Institutions - Merchandise, Services	6012
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

7230 5813 7999
7999
-
7230
7298
5999
7011
5719
5712
5813
7995
7995
7995
7995
7995
7999
5940
7932
5941
7932
8099
7338
7332
7299
5551
4457
7997

MERCHANT TYPE	MCC
Body Piercing, Tattoo Parlors	7299
Body Repair Shops - Automotive	7531
Bond Dealers	6211
Bond Payments	9223
Book Stores	5942
Bookbinding Services ♦	2741
Bookkeeping Services	8931
Books, Periodicals, Newspapers ♦	5192
Boot Shops	5661
Botanical Gardens	7991
Bottled and Distilled Water Dealers	5999
Bowling Alleys	7933
Boys' Camps	7032
Boys' Clothing, Accessories	5611
Breeders - Animal	7299
Breweries, Bars	5813
Bridal Shops	5621
Bridge, Toll Fees	4784
Brokers - Mortgage, Loan	8999
Brokers - Securities, Mutual Funds, Stocks, Commodities, Bonds	6211
Building Contractors - Residential, Commercial	1520
Building Materials	5211
Burglar Alarm Companies - Home/Business Security	7393
Bus Lines	4131
Business Services—Not Elsewhere Classified	7399
Business Supplies - Stationery, Office, Printing, Writing Supplies ◆	5111
Business, Secretarial Schools (Non-Graduate)	8244
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sa services to other businesses.</li> </ul>	ale of goods and/or
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Butcher Shops	5422
Buying and Shopping Services and Clubs	7278
С	
CD, Cassette, Record Stores	5735
Cable and Other Pay Television Services	4899
Cablegrams	4821
Cabs, Taxicabs, Limousines	4121
Cafes, Restaurants	5812
Cafeterias	5812
Cake Shops	5462
Camcorders, Other Electronics	5732
Camcorders, Photographic Equipment	5946
Camera, Photographic Supply Stores	5946
Campgrounds, Trailer Parks	7033
Camper, Recreational and Utility Trailer Dealers	5561
Camping - Trailer Parks, Campgrounds	7033
Camping Equipment	5941
Camps - Boys', Girls'	7032
Camps - Sporting, Recreational	7032
Candy, Nut, Confectionery Stores	5441
Car Body Repair Shops	7531
Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing	5511
Car and Truck Dealers (Used Only) Sales, Service, Repairs, Parts, and Leasing	5521
Car Paint Shops	7535
Car Parking Lots	7523
Car Parts, Accessories Stores	5533
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	МСС
Car Rental Agencies—Not Elsewhere Classified	7512
Car Service Shops	7538
Car Tires - New Only	5532
Car Tires - Retreads	7534
Car Washes	7542
Cardholder-Activated Fuel Dispensers	5542
Carnivals	7996
Carpentry Contractors	1750
Carpet, Rug Stores	5713
Carpet, Upholstery Cleaning	7217
Cash - Banks, Credit Unions, Financial Institutions, Automated Cash Disbursement	6011
Cash - Banks, Credit Unions, Financial Institutions, Manual Disbursement	6010
Casino Gaming Chips	7995
Catalog Merchant - Direct Marketing	5964
Catalog, Retail Merchant - Direct Marketing	5965
Caterers	5811
Cellular Telephone Equipment	4812
Cellular Telephone Service	4814
Cement Contractors	1771
Central Reservation Services	7011
Chambers of Commerce	8641
Chapels	8661
Charitable, Social Service Organizations	8398
Charter Buses	4722
Cheese Shops	5451
Chemical Dependency Treatment Centers	8099
Chemicals, Allied Products—Not Elsewhere Classified ◆	5169
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Child Care Services	8351
Child Support Payments	9211
Children - Day Care Services	8351
Children's Camps	7032
Children's Uniforms ◆	5137
Children's, Infants' Wear Stores	5641
Chimney Cleaning Service	7699
China, Crystal Stores	5950
Chiropodists, Podiatrists	8049
Chiropractors	8041
Chocolate Shops	5441
Churches - Religious Organizations	8661
Cigar Stores, Stands	5993
Cinemas	7832
Circuses, Amusement Parks, Carnivals	7996
Civic, Social, Fraternal Associations	8641
Classified Ads - Newspaper	7311
Classified Ads - Newspaper (via Direct Marketing)	5969
Cleaning Preparations ◆	2842
Cleaning, Maintenance, and Janitorial Services	7349
Cleaning, Polishing - Automotive	7542
Clinics - Pet	0742
Clock Repair	7631
Clock Shop	5944
Clothing - Children's, Infants' Wear Stores	5641
Clothing - Family Clothing Stores	5651
Clothing - Formal Wear	5699
<ul> <li>This MCC may only be used for Merchants engaged primarily in the services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	ale of goods and/or

MERCHANT TYPE	МСС
Clothing - Furriers, Fur Shops	5681
Clothing - Men's, Boys' Clothing, Accessory Stores	5611
Clothing - Men's, Women's Clothing Stores	5691
Clothing - Miscellaneous Apparel, Accessory Shops—Not Elsewhere Classified	5699
Clothing - Sports Apparel, Riding Apparel Stores	5655
Clothing - Tailors, Seamstresses, Mending, Alterations	5697
Clothing - Women's Accessory, Specialty Shops	5631
Clothing - Women's Ready-To-Wear Stores	5621
Clothing Rental - Costumes, Uniforms, Formal Wear	7296
Club Stores - Wholesale Clubs	5300
Clubs - Automobile	8675
Clubs - Boating	7997
Clubs - Gun	7997
Clubs - Historical	8699
Clubs - Professional Sports	7941
Clubs - Racquetball	7997
Clubs - Sailing	7997
Clubs - Sports	7997
Clubs - Tennis	7997
Clubs - Yacht	7997
Coach Lines	4131
Coal Dealers	5983
Coat Stores - Furriers	5681
Coat Stores - Women's	5621
Cocktail Lounges	5813
Coffee Shops	5812
Coffee Stores	5499
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	of goods and/or
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Coin Stores	5972
Collectibles, Memorabilia Stores - Sports and Hobby	5999
Colleges, Universities, Professional Schools, Junior Colleges	8220
Comedy Clubs	5813
Commercial Artists	7333
Commercial Clothing - Men's, Women's, Children's ◆	5137
Commercial Cooking, Food Service Equipment ◆	5046
Commercial Equipment—Not Elsewhere Classified ◆	5046
Commercial Footwear ♦	5139
Commercial Furniture ◆	5021
Commercial Photography, Art, Graphics	7333
Commercial Property Rentals	6513
Commercial Sports, Professional Sports Clubs, Athletic Fields, and Sports Promoters	7941
Commodity Dealers	6211
Communications Equipment ◆	5065
Community Assessed Penalties	9222
Community Colleges	8220
Commuter Transportation - Ferries	4111
Commuter Transportation - Railways	4111
Compact Disc, Cassette, Record Stores	5735
Computer Catalog Merchants - Electronic	5964
Computer Hardware (and Other Electronics)	5732
Computer Maintenance, Repair, Services—Not Elsewhere Classified ◆	7379
Computer Network/Information Services	4816
Computer Programming, Data Processing, and Integrated Systems Design Services	7372
Computer Software Design	7372
<ul> <li>This MCC may <b>only</b> be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	МСС
Computer Software Stores	5734
Computer Training Schools	8244
Computers, Computer Peripheral Equipment, Software ◆	5045
Concrete Work Contractors	1771
Confectionery Shops	5441
Conference Management Services	7399
Consignment Shops	5931
Construction Companies	1520
Construction Materials	5211
Construction Materials—Not Elsewhere Classified ◆	5039
Consultants - Management	7392
Consultants - Marketing	7392
Consultants - Public Relations	7392
Consulting, Management Services	7392
Consumer Credit Reporting Agencies	7321
Continuity/Subscription Merchant - Direct Marketing	5968
Contractors - Air Conditioning	1711
Contractors - Carpentry	1750
Contractors - Concrete Work	1771
Contractors - Decorating	1799
Contractors - Demolition Services	1799
Contractors - Electrical	1731
Contractors - Garage Door Installation	1799
Contractors - General Contractors - Residential, Commercial	1520
Contractors - Glasswork	1799
Contractors - Heating	1711
Contractors - Insulation	1740
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	e of goods and/or
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Contractors - Masonry	1740
Contractors - Painting, Home and Building	1799
Contractors - Paper Hanging	1799
Contractors - Plastering	1740
Contractors - Plumbing	1711
Contractors - Roofing	1761
Contractors - Sheet Metal Work	1761
Contractors - Siding	1761
Contractors - Special Trade Contractors—Not Elsewhere Classified	1799
Contractors - Stonework	1740
Contractors - Tile Setting	1740
Contractors - Welding	1799
Contractors - Well Drilling	1799
Convalescent Homes	8050
Convenience Stores	5499
Convention Bureaus	7399
Cookie Stores	5462
Cooking Schools	8299
Cookware Stores	5719
Copy Services - Photographic, Photocopy, Microfilm Supplies ♦	5044
Copy, Reproduction Services	7338
Correspondence Schools	8241
Cosmetic Distributors	5122
Cosmetic Stores	5977
Cosmetic Surgeons	8011
Costume Jewelry - Women's Accessory, Specialty Shops	5631
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	e of goods and/or

MERCHANT TYPE	MCC
Costume Rental	7296
Counseling Services—Debt, Marriage, and Personal	7277
Country Clubs	7997
County Fairs	7996
Courier Services—Air and Ground, and Freight Forwarders	4215
Court Costs, Including Alimony, Child Support	9211
Court Stenographer	8999
Craft Shops	5970
Credit Counseling	7277
Credit Reporting Agencies	7321
Credit Unions - Financial Institutions - Automated Cash Disbursements	6011
Credit Unions - Financial Institutions - Manual Cash Disbursements	6010
Credit Unions - Financial Institutions - Merchandise, Services	6012
Crematories	7261
Cruise Lines	4411
Crystal Stores	5950
Culinary Instruction	8299
Currency - Foreign (Non-Financial Institutions)	6051
Curtain Stores	5714
Custodial Services	7349
Custom Made Clothing	5697
Custom Made Furniture	5712
Customs Bureaus	9311
Cut Glass, Crystal	5950
Cutlery - Kitchen	5719
Cutlery - Sporting Knives	5941
DJs - Dance Bands	7929
This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.	
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	МСС
D	
DMV - Department of Motor Vehicles	9399
Dairy Products Stores	5451
Dance Bands	7929
Dance Halls, Studios, Schools	7911
Data Processing Services	7372
Dating, Escort Services	7273
Day Care Services	8351
Dealers - Airplane, Aircraft	5599
Dealers - Antique Automobiles	5521
Dealers - Art Dealers, Galleries	5971
Dealers - Automobile/Truck (New/Used) Sales, Service, Repairs, Parts, Leasing	5511
Dealers - Automobile/Truck (Used Only)	5521
Dealers - Boat	5551
Dealers - Fuel Dealers, Fuel Oil, Wood, Coal, Liquefied Petroleum	5983
Dealers - Golf Carts	5599
Dealers - Ice	5999
Dealers - Miscellaneous Automotive Dealers—Not Elsewhere Classified	5599
Dealers - Mobile Home, Parts, Equipment	5271
Dealers - Motor Home	5592
Dealers - Motorcycle, Moped, Motor Scooters	5571
Dealers - Newspapers	5994
Dealers - Recreational, Utility Trailer, Camper Dealers	5561
Dealers - Securities, Mutual Funds, Stocks, Commodities, Bonds	6211
Dealers - Snowmobile	5598
Debt Counseling	7277
Decorating Contractors	1799
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale of services to other businesses.</li> </ul>	of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Decorators - Interior	1799
Delicatessens	5499
Delivery Services - Local	4214
Demolition Services	1799
Dental Equipment, Supplies ◆	5047
Dental Laboratories	8071
Dentists and Orthodontists	8021
Department Stores	5311
Department of Motor Vehicles	9399
Dermatologists	8011
Detective Agencies, Protective Agencies, and Security Services, Including Armored Cards and Guard Dogs	7393
Detergents	5169
Diamond Stores	5944
Diaper Services	7210
Diners - Eating Establishments	5812
Direct Marketing - Catalog Merchant	5964
Direct Marketing - Combination Catalog and Retail Merchant	5965
Direct Marketing - Continuity/Subscription Merchant	5968
Direct Marketing - Inbound Teleservices Merchant	5967
Direct Marketing - Insurance Services	5960
Direct Marketing - Other Direct Marketers—Not Elsewhere Classified	5969
Direct Marketing - Outbound Telemarketing Merchant	5966
Direct Marketing - Travel-Related Arrangement Services	5962
Discotheques	5813
Discount Goods - Wholesale Clubs	5300
Discount Stores	5310
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	of goods and/or

MERCHANT TYPE	МСС
Disinfecting Services	7342
Distributor - Motion Picture, Video Tape Production, Distribution ◆	7829
Distributors - Drugs, Druggists' Sundries, Toiletries ♦	5122
Doctors and Physicians—Not Elsewhere Classified	8011
Doctors - Chiropodists, Podiatrists	8049
Doctors - Chiropractors	8041
Doctors - Optometrists, Ophthalmologists	8042
Dog Grooming Services	7299
Dog Training	7299
Dolphinariums	7998
Door-to-Door Sales	5963
Doughnut Shops	5462
Drapery Cleaning	7217
Drapery, Windowcovering, and Upholstery Stores	5714
Dress Shops	5621
Dressmakers	5697
Dried Fruit Shops	5441
Drinking Places (Alcoholic Beverages)—Bars, Taverns, Cocktail Lounges, Nightclubs, and Discotheques	5813
Driver Education Class, School	8299
Drug Stores, Pharmacies	5912
Drug, Alcohol Abuse Counseling	7277
Drugs, Drug Proprietaries, Druggist Sundries ◆	5122
Dry Cleaners	7216
Durable Goods ◆	5099
Duty Free Stores	5309
DVD/Video Tape Rental Store	7841
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	МСС
E	
Eating Places and Restaurants	5812
Educational Services—Not Elsewhere Classified	8299
Educational, Training Film Production ♦	7829
Elder-Care Housing	8050
Electric Razor Stores - Sales, Service	5997
Electric Utilities	4900
Electrical Contractors	1731
Electrical Parts, Equipment ◆	5065
Electrical Supplies	5251
Electrical, Small Appliance Repair Shops	7629
Electronic Bulletin Board Access	4816
Electronic Computer Catalog Merchants	5964
Electronic Parts	5732
Electronics Repair Shops	7622
Electronics Stores	5732
Elementary, Secondary Schools	8211
Emergency Vehicle Services	4119
Employment Agencies and Temporary Help Services	7361
Engineering Services	8911
Entertainers, Bands, Orchestras	7929
Entertainment - Movie Theaters	7832
Equestrian Apparel	5655
Equipment - Commercial—Not Elsewhere Classified ◆	5046
Equipment - Computers, Computer Peripheral Equipment, Software ♦	5045
Equipment - Electrical Parts, Equipment ◆	5065
Equipment - Hardware, Equipment, Supplies ◆	5072
This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.	
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Equipment - Heating Equipment, Supplies ◆	5074
Equipment - Medical, Dental, Ophthalmic, Hospital Equipment, Supplies ◆	5047
Equipment - Mobile Home Parts	5271
Equipment - Patient Monitoring ◆	5047
Equipment - Photographic Supply Stores	5946
Equipment - Photographic, Photocopy, Microfilm Equipment, Supplies	5044
Equipment - Plumbing Equipment, Supplies ◆	5074
Equipment - Telecommunications	4812
Equipment - Water Conditioning, Purification, Softening	5074
Equipment, Tool, Furniture, and Appliance Rental and Leasing	7394
Equipment Stores	5712
Escort Services	7273
Exchange - Foreign Currency (Non-Financial Institutions)	6051
Exercise Clubs	7997
Exercise Equipment	5941
Exhibits	7991
Expositions	7991
Exterminating, Disinfecting Services	7342
Exterminators	7342
Eye Doctors - Optometrists, Ophthalmologists	8042
Eyeglass Stores	8043
F	
Fabric Goods ◆	5131
Fabric Stores	5949
Fairs	7996
Family Clothing Stores	5651
Family Counseling	7277
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale or services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	f goods and/or

MERCHANT TYPE	MCC
Farm Management Services	0763
Fast Food Restaurants	5814
Faxing Services	4814
Fees - Bridge, Toll	4784
Fees - Court	9211
Ferries	4111
Fertility Clinics	8099
Filling Stations - Automotive Gasoline	5541
Film Developing	7395
Film Production	7333
Film Production, Distribution	7829
Films - Movie Theaters	7832
Financial Counseling Service	7277
Financial Institutions - Automated Cash Disbursements	6011
Financial Institutions - Manual Cash Disbursements	6010
Financial Institutions - Merchandise, Services	6012
Financial Planners	8999
Fines	9222
Fingernail Salons	7230
Fire Alarm Companies - Home/Business Security	7393
Fire Departments	9399
Fire Extinguishers ♦	5099
Firearms, Ammunition Stores	5999
Firearms, Ammunition Stores ◆	5099
Fireplaces, Fireplace Screens, Accessories Stores	5718
Fireworks Stores	5999
Fish, Seafood Markets	5422
<ul> <li>This MCC may only be used for Merchants engaged primarily in services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	the sale of goods and/or
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Fishing - Equipment, Bait, Tackle	5941
Fitness Clubs	7997
Floor Covering Stores	5713
Florist Supplies, Nursery Stock, Flowers ◆	5193
Florists	5992
Flower Shops	5992
Flying Fields	4582
Flying Instruction	8299
Food - Fast Food Restaurants	5814
Food Preparation - Catering	5811
Food Service Equipment - Commercial Cooking Equipment ◆	5046
Food Stores - Convenience	5499
Food Stores - Grocery Stores, Supermarkets	5411
Food Testing Services ◆	8734
Foot Doctors	8049
Footwear - Commercial ♦	5139
Footwear Stores	5661
Foreign Currency (Non-Financial Institutions)	6051
Forensic Laboratories ◆	8734
Formal Wear Rental	7296
Fortune Tellers, Mystics, Tarot Readings	7996
Frame Shops - Photograph, Poster	5999
Fraternal Associations	8641
Freezer, Locker Meat Provisioners	5422
Freight - Rail, Train Transportation	4011
Freight Carriers, Trucking and Storage	4214
Freight Forwarders, Courier Services	4215
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sal services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	le of goods and/or

MERCHANT TYPE	MCC
Frozen Meats, Seafood	5422
Fruit Markets	5499
Fuel Dealers—Fuel Oil, Wood, Coal, and Liquefied Petroleum	5983
Fuel Dispensers - Automated	5542
Fuel Products, Services ◆	5172
Fund-Raising - Political	8641
Fund-Raising Organizations - Non Political	8398
Fund-Raising Organizations - Political	8651
Funeral Services, Crematories	7261
Furnace Cleaning Service	7699
Furniture - Office, Commercial ♦	5021
Furniture Rental	7394
Furniture—Reupholstery, Repair, and Refinishing	7641
Furniture, Home Furnishings, Equipment Stores, Except Appliances	5712
Furriers, Fur Shops	5681
G	·
Galleries, Art Dealers	5971
Game Supplies - Video, Amusement	7993
Games Instruction	7999
Games Stores	5945
Garage Door Installation	1799
Garages, Parking	7523
Garbage Collectors	4900
Gardening Services	0780
Gardening Supplies	5261
Gardening Supplies ◆	5193
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	e of goods and/or

- International Airline Program Participant

MERCHANT TYPE	MCC
Gardens - Botanical	7991
Garment Services	7210
Gas Lighting Fixtures ♦	5099
Gas Pumps (Automated Fuel Dispensers)	5542
Gas Stations With or Without Ancillary Services	5541
Gas Utilities	4900
Gasoline - Self Service Terminals	5542
Gasoline - Service Stations	5541
GCCS Emergency Services	9702
Gems, Precious Metals, Jewelry	5944
Gemstones, Precious Stones, Metals, Watches, Jewelry ◆	5094
General Contractors - Residential, Commercial	1520
General Merchandise - Miscellaneous	5399
Gift, Card, Novelty, Souvenir Shops	5947
Girls' Camps	7032
Glass, Paint, and Wallpaper Stores	5231
Glassware/Crystal Stores	5950
Glasswork Contractors	1799
Golf - Driving Ranges	7999
Golf Courses - Private	7997
Golf Courses - Public	7992
Golf Equipment	5941
Goods - Durable—Not Elsewhere Classified ◆	5099
Goods - Nondurable—Not Elsewhere Classified ◆	5199
Gourmet Food Stores	5499
Government Services—Not Elsewhere Classified	9399
Grade Schools	8211
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sa services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	ale of goods and/or

MERCHANT TYPE	MCC
Graduate Schools	8220
Grammar Schools	8211
Graphic Designers	8999
Graphics - Commercial	7333
Gravestones, Monuments - Retail Sales, Installation	5999
Gravestones, Monuments - Wholesale, Installation ◆	5099
Greenhouses	5261
Grocery Stores and Supermarkets	5411
Ground or Air Courier Services	4215
Guard Dogs	7393
Guest Speakers, Lecturers	8999
Guitar Stores	5733
Gun Clubs	7997
Gun Shops	5941
н	
Hair Accessories ◆	5131
Hair Cutting	7230
Hair Pieces, Extensions	5698
Hair Replacement - Non-Surgical	5698
Hair Replacements - Surgical	8099
Hair Salons	7230
Hair Styling	7230
Hairdressers	7230
Hand Made Clothing	5697
Hand Tools	5251
Hand Tools	5072
Handbag Stores	5631
This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.	
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Harbors	4468
Hardware - Computer ◆	5045
Hardware Stores	5251
Hardware, Equipment, Supplies ♦	5072
Hat Cleaning Shops	7251
Hat Shops - Men's	5611
Hat Shops - Women's	5631
Headstones, Monuments	5999
Health Clubs	7997
Health Food Stores	5499
Health Insurance - Sales	6300
Health Practitioners - Doctors—Not Elsewhere Classified	8011
Health Practitioners, Medical Services—Not Elsewhere Classified	8099
Health, Beauty Spas	7298
Hearing Aids—Sales, Service, and Supplies	5975
Hearing Testing Services	8099
Hearth, Accessories Stores	5718
Heating - Fireplace, Accessories Stores	5718
Heating Contractors	1711
Heating Equipment, Supplies ♦	5074
Heating, Plumbing, and Air Conditioning Contractors	1711
High Fidelity Equipment	5732
High Schools	8211
Hiking Equipment	5941
Historical Clubs	8699
Hobby Shops	5945
Hobby, Toy and Game Shops	5945
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sa services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	le of goods and/or

MERCHANT TYPE	MCC
Home Furnishing Specialty Stores - Miscellaneous	5719
Home Furnishings, Furniture	5712
Home Heating Fuel Dealers	5983
Home Security Systems	7393
Home Supply Warehouse Stores	5200
Home Window Replacement	1799
Homeowners Insurance - Sales	6300
Horse Boarding Services	7299
Horseback Riding	7999
Horticultural Services	0780
Hospice Facilities	8050
Hospital Equipment, Supplies ◆	5047
Hospitals	8062
Hospitals - Pet	0742
Hot Tub, Sauna Shops	7298
Hot Tubs, Spas - Sales, Service, Supplies	5996
Hotels	7011
House Cleaning Services	7349
Household Appliance Stores	5722
Housekeeping Services	7349
Housewares Stores	5719
Housing - Rental Services	7299
Hunting Equipment, Supplies	5941
Hunting Licenses	7999
I	
Ice Cream Shops	5499
Ice Dealers	5999
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	of goods and/or
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
In-Line Skates Shops	5941
Inbound Teleservices Merchant - Direct Marketing	5967
Income Tax Service	8931
Industrial Supplies—Not Elsewhere Classified ◆	5085
Infants' Clothing	5641
Information Retrieval Services	7375
Information Services - via Computer Networks	4816
Inns	7011
Instruction - Dance Schools	7911
Instruction - Games	7999
Instruments - Musical	5733
Insulation Contractors	1740
Insurance Sales, Underwriting, and Premiums	6300
Insurance Services - Direct Marketing	5960
Interior Decorators	1799
Intra-Company Purchases	9950
Investment Firms - Dealers, Brokers	6211
J	
Janitorial Services	7349
Jeans, Denim Clothing Stores	5651
Jet Skis - Rental, Leases	4457
Jewelry - Costume	5631
Jewelry - Fine ◆	5094
Jewelry - Fine	5944
Jewelry Repair	7631
Jewelry Stores, Watches, Clocks, Silverware Stores	5944
Job Training Services	8299
<ul> <li>This MCC may only be used for Merchants engaged primarily in services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	n the sale of goods and/or

MERCHANT TYPE	MCC
Journals ♦	5192
Junior Colleges	8220
Junk Yards	5935
к	
Karate Schools	8299
Kennels - Animal	7299
Keys - Locksmith	7399
Kindergartens	8211
Kitchenware Stores	5719
Knitting Shops	5949
L	
Labor Unions	8699
Laboratories - Medical, Dental	8071
Laboratories - Testing (Non-Medical) ◆	8734
Lamp, Lighting Shops	5719
Landscaping, Horticultural Services	0780
Language, Translation Services	7399
Laundries - Family, Commercial	7211
Laundromats	7211
Laundry - Dry Cleaners	7216
Laundry, Cleaning, Garment Services	7210
Law Offices	8111
Lawn, Garden Supply	5261
Lawyers	8111
Leasing - Automobile/Truck	5511
Leasing Services - Equipment	7394
Leasing Services - Motor Homes, Recreational Vehicles	7519
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<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Leasing Services - Trucks, Utility Trailers	7513
Leather Goods Stores	5948
Lecturers	8999
Legal Services and Attorneys	8111
Life Insurance - Sales	6300
Lighting Fixtures, Supplies	5251
Limousines	4121
Linen Shops	5719
Lingerie Stores	5631
Linoleum Stores	5713
Liquefied Petroleum Dealers	5983
Liquor Stores	5921
Local Delivery Service	4214
Local Telecommunication Service	4814
Local and Suburban Commuter Passenger Transportation, Including Ferries	4111
Locksmiths	7399
Lodging - Hotels, Motels, Resorts, Central Reservation Services—Not Elsewhere Classified	7011
Long Distance Telecommunication Service	4814
Long Distance Trucking Services	4214
Lottery Tickets	7995
Lounges	5813
Lube Stations - Quick Stop	7538
Luggage 🔶	5099
Luggage, Leather Goods Stores	5948
Lumber, Building Materials Stores	5211
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	of goods and/or

MERCHANT TYPE	МСС
М	
Machine Shops	7699
Made-to-Order Clothing	5697
Made-to-Order Furniture	5712
Magazine Subscriptions (Direct Mail Only)	5968
Magazines (Newsstands)	5994
Magazines ◆	5192
Magic Shops	5999
Magicians	7929
Mail, Packing Stores, Services	7399
Maintenance - Computer Maintenance, Repair, Services—Not Elsewhere Classified ◆	7379
Maintenance Services	7349
Make-Up Stores	5977
Make-Up Studios	7230
Management Consultants	7392
Management, Consulting, Public Relations Services	7392
Manicurist	7230
Manual Cash Disbursements	6010
Map, Atlas Stores	5999
Marina Service Stations	5541
Marinas, Marine Service, and Supplies	4468
Market Research Firms	8999
Marketing Consultants	7392
Marriage Counseling	7277
Masonry, Stonework, Tile Setting, Plastering, Insulation Contractors	1740
Massage - Therapeutic	8099
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<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	МСС
Massage Parlors	7297
Materials - Cleaning, Polishing, Sanitation ◆	2842
Materials - Construction—Not Elsewhere Classified ◆	5039
Materials - Lumber, Building	5211
Maternity Stores	5621
Mattress Stores	5712
Meat Markets, Meat Lockers	5422
Medical Insurance - Sales	6300
Medical Professionals - Chiropractors	8041
Medical Professionals - Dentists, Orthodontists	8021
Medical Professionals - Doctors—Not Elsewhere Classified	8011
Medical Professionals - Hospitals	8062
Medical Professionals - Medical Services, Health Practitioners—Not Elsewhere Classified	8099
Medical Professionals - Medical, Dental Laboratories	8071
Medical Professionals - Nursing, Personal Care Facilities	8050
Medical Professionals - Opticians	8043
Medical Professionals - Optometrists, Ophthalmologists	8042
Medical Professionals - Osteopaths	8031
Medical Professionals - Podiatrists	8049
Medical Services, Health Practitioners—Not Elsewhere Classified	8099
Medical, Dental Laboratories	8071
Medical, Dental, Ophthalmic, Hospital Equipment, Supplies ◆	5047
Medicine - Prescriptions, Pharmacies	5912
Meeting Planning Services	7399
Membership Clubs (Sports, Recreation, Athletic), Country Clubs, and Private Golf Courses	7997
Membership Organizations—Not Elsewhere Classified	8699
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	e of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
International Airline Program Participant	

MERCHANT TYPE	MCC
Memorabilia, Souvenir Shops	5947
Men's Uniforms ♦	5137
Men's, Boys' Clothing and Accessories Stores	5611
Men's, Women's Clothing Stores	5691
Mending, Alterations	5697
Mental Health Practitioners	8099
Merchandise, Services - Financial Institutions	6012
Message, Paging Services	7399
Metal Service Centers, Offices ◆	5051
Microbreweries, Bars	5813
Microfilm Supplies	5044
Middle Schools	8211
Mini Markets	5499
Miniature Golf	7999
Miscellaneous Apparel, Accessory Shops	5699
Miscellaneous Automotive, Aircraft, and Farm Equipment Dealers—Not Elsewhere Classified	5599
Miscellaneous Food Stores—Convenience Stores and Specialty, Markets	5499
Miscellaneous General Merchandise	5399
Miscellaneous Home Furnishing Specialty Stores	5719
Miscellaneous Other Services—Not Elsewhere Classified	7299
Miscellaneous Personal Services—Not Elsewhere Classified	7299
Miscellaneous Publishing, Printing ◆	2741
Miscellaneous Repair Shops, Related Services—Not Elsewhere Classified	7699
Miscellaneous Special Contractors—Not Elsewhere Classified	1799
Miscellaneous Transportation Services—Not Elsewhere Classified	4789
Miscellaneous, Specialty Retail Stores	5999
Mobile Home Dealers, Parts, Equipment	5271
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Modeling Schools	8299
Money - Foreign Currency (Non-Financial Institutions)	6051
Money Orders - Not Wire Transfer (Non-Financial Institutions)	6051
Money Orders - Wire Transfer	4829
Monuments, Gravestones - Sales, Installation	5999
Moped Dealers, Parts, Accessories	5571
Mortgage Brokers	8999
Mortgage Companies - Financial Institutions	6012
Mortgage Companies - Non-Financial Institutions	6051
Mortuaries, Morticians	7261
Mosques	8661
Motels	7011
Motion Picture Theaters	7832
Motion Picture, Video Tape Production, Distribution ◆	7829
Motorcycle Rentals	7999
Motor Freight Carriers and Trucking—Local and Long Distance, Moving and Storage Companies, and Local Delivery	4214
Motor Home Dealers	5592
Motor Homes, Recreational Vehicle Rentals	7519
Motor Scooter Dealers, Parts, Accessories	5571
Motor Vehicle Dealers (New/Used)	5511
Motor Vehicle Supplies, New Parts ◆	5013
Motor Vehicle Supplies, Parts	5533
Motor Vehicle Violations	9222
Motorboat Dealers	5551
Motorcycle Shops, Dealers	5571
Mountain Bikes	5940
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Movie Theaters	7832
Moving Companies	4214
Moving, Storage Companies	4214
Muffler Shops	7538
Museums	7991
Music Bands	7929
Music Stores - Prerecorded Records, CDs, Cassettes	5735
Music Stores—Musical Instruments, Pianos, and Sheet Music	5733
Musical Instruments ◆	5099
Musicians	7929
Mutual Funds Brokers	6211
Ν	
Nail Salons	7230
Nannies	8351
Necktie Stores	5611
Needlework Shops	5949
News Dealers, Newsstands	5994
Newspapers	5994
Newspapers, Newspaper Agencies ◆	5192
Nightclubs	5813
Non-Financial Institutions—Foreign Currency, Money Orders (not Wire Transfer), Travelers' Cheques	6051
Nondurable Goods—Not Elsewhere Classified ◆	5199
Notions	5131
Novelty Shops	5947
Numismatic Supplies	5972
Nurseries and Lawn and Garden Supply Stores	5261
Nursery Schools	8351
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	e of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Nursery Stock ◆	5193
Nursing Homes	8050
Nursing, Personal Care Facilities	8050
Nut Shops	5441
0	
Obstetricians	8011
Off-Track Betting	7995
Office Machine Repair Shops	7629
Office Supplies (Business-to- Business) ◆	5111
Office Supply Stores	5943
Office, Commercial Furniture ♦	5021
Oil Changers - Lube Stations	7538
Oil Dealers	5983
Optometrists and Ophthalmologists	8042
Optical Goods	8043
Opticians, Optical Goods, Eyeglasses	8043
Optometrists, Ophthalmologists	8042
Orchards	0763
Orchestras	7929
Organizations - Charitable, Social Service	8398
Organizations - Membership Organizations—Not Elsewhere Classified	8699
Organizations - Non Political	8398
Organizations - Political	8651
Organizations - Religious	8661
Orthodontia Supplies ♦	5047
Orthodontists	8021
Orthopedic Goods - Prosthetic Devices	5976
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	of goods and/or

MERCHANT TYPE	МСС
Orthopedists	8011
Orthotics, Prosthetic Devices	5976
Osteopaths 80	
Other General Services—Not Elsewhere Classified	7299
Outboard Motor Dealers	5551
Outbound Telemarketing Merchant - Direct Marketing	5966
Outdoor Furnishings	5712
Outerwear Stores - Women's	5621
Р	
Package Stores—Beer, Wine, and Liquor	5921
Package Tour Operators	4722
Package Tour Operators - Germany Only (Not Available for Use in the U.S.)	4723
Packing, Mailing Services	7399
Pagers, Paging Equipment	4812
Paging, Message Service Centers	7399
Paint Shops - Automotive	7535
Paint, Painting Supplies	5231
Paint, Varnishes, Supplies ♦	5198
Painting Contractors - Home, Building	1799
Paper - Writing, Printing, Stationery, Office Supplies ◆	5111
Paper Hanging Contractors	1799
Paperbacks - Book Stores	5942
Parachuting	7999
Parking Lots, Parking Meters and Garages	7523
Parks - Amusement	7996
Parks and Recreation - Registration	9399
Parts - Electrical, Equipment ◆	5065
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
<ul><li>This symbol indicates a new MCC or a change in the MCC.</li><li>International Airline Program Participant</li></ul>	

MERCHANT TYPE	MCC
Parts - Motor Vehicle Supplies, New Parts ◆	5013
Parts, Automotive	5533
Parts, Recreational Vehicles	5561
Party Supply Stores	5999
Passenger Railways	4112
Pastry Shops	5462
Patio, Porch Furnishings Stores	5712
Pawn Shops	5933
Pay Radio Services	4899
Pay Television Services, Cable	4899
Payments - Alimony, Child Support	9211
Payments - Bail, Bond	9223
Payments - Department Store Proprietary Card Account	5311
Payments - Tax	9311
Pediatricians	8011
Performing Arts Companies - Theatrical	7922
Perfume Distributors ◆	5122
Periodicals (Newsstands)	5994
Periodicals ♦	5192
Personal Computers	5732
Personal Counseling	7277
Personal Shopper	7278
Pest Control	7342
Pet Clinics	0742
Pet Grooming Services	7299
Pet Shops, Pet Foods, Supplies Stores	5995
Petroleum, Petroleum Products ♦	5172

- This symbol indicates a new MCC or a change in the MCC.
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MERCHANT TYPE	MCC
Pharmaceuticals ♦	5122
Pharmacies	5912
Philatelic Supplies	5972
Photocopy Supplies	5044
Photocopying Services	7338
Photofinishing Laboratories and Photo Developing	7395
Photographers - Wedding	7221
Photographic Studios	7221
Photographic, Photocopy, Microfilm Equipment, Supplies	5044
Photography - Commercial	7333
Photography Supply Stores	5946
Physical Therapists	8099
Physicians	8011
Pianos	5733
Picture Frames, Framing Shops	5999
Pie Shops	5462
Piece Goods, Notions, Other Dry Goods ◆	5131
Pipe Shops	5993
Pizzerias	5812
Plane Dealers (Aircraft)	5599
Plant Shops	5261
Plant Store	5992
Plants	5193
Plastering Contractors	1740
Plastic Surgeons	8011
Plate Making Services ◆	2791
Plumbing Contractors	1711
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Plumbing Supplies	5251
Plumbing, Heating Equipment, Supplies ◆	5074
Podiatrists and Chiropodists	8049
Police Athletic Leagues (PAL)	8641
Police Departments	9399
Polishing Preparations ◆	2842
Political Fund-Raising	8651
Political Organizations	8651
Pollution Testing	8734
Pool Tables - Sales	5941
Pool, Billiard Parlors	7932
Pools - Public Swimming	7999
Pools - Swimming, Sales, Service, Supplies	5996
Popcorn Stands	5441
Portrait Studios	7221
Postage Stamps	9402
Postal Services - Non Government	7399
Postal Services - U.S. Government	9402
Pottery Stores	5719
Poultry Shops	5499
Power Tools	5251
Powerboat Dealers	5551
Powerboats - Rental, Leases	4457
Precious Gems, Metals, Jewelry	5944
Precious Stones, Metals, Watches, Jewelry ◆	5094
Prepaid Calling Cards - Telecommunication Service	4814
Preschool Centers	8351
<ul> <li>This MCC may only be used for Merchants engaged primarily services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	in the sale of goods and/or

MERCHANT TYPE	MCC
Prescription Medication	5912
Pretzel Stands	5499
Printing Services	2741
Printing Supplies	5111
Private Golf Courses	7997
Private Investigators	7393
Produce Markets	5499
Producers - Theatrical	7922
Product Testing Laboratories ◆	8734
Product Warranties	6300
Production Agencies - Theatrical	7922
Professional Organizations—Not Elsewhere Classified	8699
Professional Schools	8220
Professional Services—Not Elsewhere Classified	8999
Professional Sports Clubs	7941
Professional Uniforms ◆	5137
Promoters - Sporting Events	7941
Propane Dealers	5983
Property Appraisers (Real, Personal)	8999
Property Rental Services	6513
Prosthetic Devices	5976
Protective Services	7393
Psychiatrists	8099
Psychologists	8099
Public Golf Courses	7992
Public Radio, Television	8398
Public Relations Services	7392
<ul> <li>This MCC may only be used for Merchants engaged primarily in the services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	sale of goods and/or

MERCHANT TYPE	МСС
Public Speakers	8999
Public Swimming Pools	7999
Public Utilities	4900
Public Warehousing and Storage— Farm Products, Refrigerated Goods, Household Goods, and Storage	4225
Publishing Companies	7399
Publishing Services ◆	2741
Pubs	5813
Q	
Quick Copy, Reproduction, and Blueprinting Services	7338
Quick Service Restaurants	5814
R	
RV, Camper Dealers	5561
Race Tracks - Entrance Fee, Non-Betting Transactions	7941
Racquetball Clubs	7997
Radio, Television, Stereo, Electronics Repair Shops	7622
Radios	5732
Railroads	4011
Railways - Passenger	4112
Razor Stores	5997
Real Estate Agents, Brokers, Managers - Rentals	6513
Real Estate Appraisers	8999
Record Stores	5735
Record, CD, Cassette Stores	5735
Recreation - Video Game Arcades	7994
Recreation Vehicle Dealers, Parts, Accessories	5561
Recreational Services—Not Elsewhere Classified	7999
Recreational Services - Aircraft Rentals	7999
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	of goods and/or
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	МСС
Recreational Services - Driving Ranges	7999
Recreational Services - Miniature Golf	7999
Recreational Services - Public Swimming Pools	7999
Recreational Services - Ski Slopes	7999
Recreational Services - Sport, Games Instruction	7999
Recreational Vehicle Rentals	7519
Recreational, Sporting Camps	7032
Refinishing - Furniture Repair, Reupholstery	7641
Refrigeration Repair Shops	7623
Religious Goods Stores	5973
Religious Organizations	8661
Rental Services - Residential and Commercial	6513
Rentals - Aircraft	7999
Rentals - Appliance	7394
Rentals - Boats	4457
Rentals - Car Agencies	7512
Rentals - Clothing - Costumes, Formal Wear, Uniforms	7296
Rentals - Costume	7296
Rentals - Equipment	7394
Rentals - Furniture	7394
Rentals - Jet Skis	4457
Rentals - Motor Homes, Recreational Vehicles	7519
Rentals - Residential and Commercial Properties	6513
Rentals - Tools	7394
Rentals - Truck, Utility Trailer Rentals	7513
Rentals - Tuxedo, Formal Wear	7296
Rentals - Typewriter Stores, Sales, Rentals, Service	5978
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	e of goods and/or
This symbol indicates a new MCC or a change in the MCC.	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Rentals - Uniforms	7296
Rentals - Utility Trailer, Truck Rentals	7513
Rentals - Video Tape Stores	7841
Rentals - Yachts, Non Crew	4457
Repair Shops - Automotive/Body	7531
Repair Shops, Related Services - Miscellaneous—Not Elsewhere Classified	7699
Repairs - Air Conditioning, Refrigeration Repair Shops	7623
Repairs - Automobile/Truck Dealers (New/Used) Sales, Service, Repairs, Parts, Leasing	5511
Repairs - Automotive Body Repair Shops	7531
Repairs - Automotive Service Shops	7538
Repairs - Automotive Tire Stores	5532
Repairs - Computer Maintenance, Repair, Services—Not Elsewhere Classified ◆	7379
Repairs - Electrical, Small Appliance Repair Shops	7629
Repairs - Hearing Aids, Sales, Service, Supply Stores	5975
Repairs - Office Machines	7629
Repairs - Radio, Television, Stereo, Electronics Repair Shops	7622
Repairs - Reupholstery, Furniture Repair, Furniture Refinishing	7641
Repairs - Shoe Repair Shops	7251
Repairs - Tailors, Seamstresses, Mending, Alterations	5697
Repairs - Tire Retreading, Repair Shops	7534
Repairs - Typewriter Stores, Sales, Rentals, Service	5978
Repairs - Watch, Clock, Jewelry Repair	7631
Repairs - Welding	7692
Reproduction Services	7338
Research Firms	8999
Residential Rentals	6513
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	of goods and/or

MERCHANT TYPE	МСС
Resorts	7011
Resorts - Ski	7999
Rest Homes - Eldercare	8050
Restaurant Equipment - Commercial Cooking, Food Service Equipment ◆	5046
Restaurants	5812
Restaurants - Fast Food	5814
Retail Stores—Not Elsewhere Classified	5999
Reupholstery, Furniture Repair, Furniture Refinishing	7641
Riding Apparel - Sports Apparel	5655
Roller Skating Rinks	7999
Rollerblade Shops	5941
Roofing Materials	5211
Roofing, Siding, and Sheet Metal Work Contractors	1761
Rough Timber Products ◆	5099
Rug Stores	5713
S	
Safety Equipment	5047
Sailboat Dealers	5551
Sailboats - Rental, Leases	4457
Sailing Clubs	7997
Salons - Hair, Beauty	7230
Salons - Nail	7230
Saloons	5813
Salvage Yards	5935
Sandwich Shops	5812
Sanitary Utilities	4900
Sanitation Preparations ◆	2842
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Satellite Services	4899
Sauna, Hot Tub Shops	7298
Savings and Loans - Financial Institutions - Automated Cash Disbursements	6011
Savings and Loans - Financial Institutions - Merchandise, Services	6012
School Supply Store	5943
Schools - Art	8299
Schools - Automobile Driving Instruction	8299
Schools - Ballroom Dance Instruction	7911
Schools - Business, Secretarial (Non-Graduate)	8244
Schools - Colleges, Universities, Professional Schools, Junior Colleges	8220
Schools - Cooking	8299
Schools - Computer Training	8244
Schools - Correspondence	8241
Schools - Dance Halls, Studios	7911
Schools - Elementary, Secondary	8211
Schools - Flying Instruction	8299
Schools - Karate	8299
Schools - Kindergartens	8211
Schools - Modeling	8299
Schools - Vocational, Trade Schools	8249
Schools, Educational Services—Not Elsewhere Classified	8299
Scuba, Skin Diving Equipment	5941
Sea Life Parks	7998
Seafood Markets	5422
Seamstresses	5697
Seaquariums	7998
Secondary Schools	8211
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	of goods and/or

MERCHANT TYPE	MCC
Secondhand Stores	5931
Secretarial Schools	8244
Secretarial Support Services	7338
Security Brokers, Dealers	6211
Security Services, Protective Services, Detective Agencies	7393
Self Service Terminals - Gasoline	5542
Seminar Planning Services	7399
Service - Bicycles	5940
Service - Hearing Aids, Supplies	5975
Service Stations (with or without Ancillary Services)	5541
Services - Accounting, Auditing, Bookkeeping	8931
Services - Advertising	7311
Services - Air Ambulance	4119
Services - Ambulance	4119
Services - Animal Boarding	7299
Services - Antique Restoration	5932
Services - Architectural, Engineering, Surveying	8911
Services - Armored Car	7393
Services - Banks, Credit Unions, Financial Institutions (Non Cash)	6012
Services - Bookbinding ◆	2741
Services - Business—Not Elsewhere Classified	7399
Services - Buying/Shopping Services, Clubs	7278
Services - Cable and Other Pay Television	4899
Services - Cablegrams	4821
Services - Carpet, Upholstery Cleaning	7217
Services - Central Reservation, Lodging	7011
Services - Child Care, Day Care	8351
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sa services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airling Program Participant.</li> </ul>	le of goods and/or
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Services - Chimney Cleaning	7699
Services - Cleaning, Maintenance, Janitorial Services	7349
Services - Computer Maintenance, Repair—Not Elsewhere Classified ◆	7379
Services - Computer Programming, Integrated Systems Design, Data Processing	7372
Services - Counseling - Debt, Marriage, Personal	7277
Services - Courier, Air or Ground	4215
Services - Dating, Escort	7273
Services - Delivery, Local	4214
Services - Demolition	1799
Services - Detective Agencies	7393
Services - Direct Marketing Travel-Related Arrangement Services	5962
Services - Dry Cleaning	7216
Services - Electric Utilities	4900
Services - Electrical, Small Appliance Repairs	7629
Services - Electronics Repair	7622
Services - Emergency Vehicles	4119
Services - Equipment Rental, Leasing	7394
Services - Exterminating, Disinfecting Services	7342
Services - Financial Counseling	7277
Services - Freight Carriers, Trucking and Storage	4214
Services - Freight Forwarders, Courier Services	4215
Services - Fueling ◆	5172
Services - Furnace Cleaning	7699
Services - Gardening	0780
Services - Gas Utilities	4900
Services - Government—Not Elsewhere Classified	9399
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	of goods and/or
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>Interactional Airling Degree Participant</li> </ul>	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Services - Guard Dog	7393
Services - Horticultural	0780
Services - Hot Tubs, Spas, Sales, Service, Supplies	5996
Services - Housekeeping	7349
Services - Income Tax Preparation	8931
Services - Information Retrieval ◆	7375
Services - Insurance, Direct Marketing	5960
Services - Job Training	8299
Services - Landscaping	0780
Services - Laundromats	7211
Services - Laundry, Cleaning, Garment Services	7210
Services - Leasing/Motor Homes, Recreational Vehicles	7519
Services - Leasing/Truck, Utility Trailer Rentals	7513
Services - Legal Services, Attorneys	8111
Services - Management, Consulting, Public Relations	7392
Services - Marine, Marina	4468
Services - Medical Services, Health Practitioners—Not Elsewhere Classified	8099
Services - Miscellaneous Other Services—Not Elsewhere Classified	7299
Services - Miscellaneous Personal—Not Elsewhere Classified	7299
Services - Miscellaneous Repair Shops—Not Elsewhere Classified	7699
Services - Money Order, Travelers Cheques, Foreign Exchange (Non-Financial Institutions)	6051
Services - Nursing and Personal Care Facilities	8050
Services - Office Machine Repair	7629
Services - Pay Radio and Satellite Services	4899
Services - Pet Grooming	7299
Services - Plate Making ◆	2791
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant.</li> </ul>	of goods and/or

MERCHANT TYPE	МСС
Services - Professional Services—Not Elsewhere Classified	8999
Services - Property Appraisal	8999
Services - Protective	7393
Services - Publishing, Printing ◆	2741
Services - Quick Copy, Reproduction	7338
Services - Real Estate Appraisal	8999
Services - Recreation	7999
Services - Repairs/Automotive Tire Stores	5532
Services - Residential and Commerical Property Rentals	6513
Services - Reupholstery, Furniture Repair, Furniture Refinishing	7641
Services - Sanitary Utilities	4900
Services - Schools, Educational Services—Not Elsewhere Classified	8299
Services - Secretarial Support	7339
Services - Security	7393
Services - Stenographic	7339
Services - Swimming Pools, Sales, Service, Supplies	5996
Services - Tailors, Seamstresses, Mending, Alterations	5697
Services - Tax Preparation	7276
Services - Taxicabs, Limousines	4121
Services - Telegraph	4821
Services - Telephone Answering	7399
Services - Television, Radio, Stereo, Electronics	7622
Services - Towing	7549
Services - Trade Show Arrangement	7399
Services - Translation, Language	7399
Services - Transportation—Not Elsewhere Classified	4789
Services - Trucking, Local and Long Distance	4214
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	of goods and/or

MERCHANT TYPE	MCC
Services - Typesetting ◆	2791
Services - Typewriter Stores, Sales, Rentals, Service	5978
Services - Veterinary	0742
Services - Video Tape Rental Stores	7841
Services - Watch, Clock, Jewelry Repairs	7631
Services - Water Filtration, Purification, Softening	7299
Services - Water Utilities	4900
Services - Welding Repair	7692
Services - Word Processing	7339
Sewing Accessories	5131
Sewing Machine Stores	5722
Sewing Shops - Alterations	5697
Sewing, Needlework, Fabric, Piece Goods Stores	5949
Sheet Metal Work Contractors	1761
Ships - Steamship and Cruise Lines	4411
Shoe Shine Shops, Stands	7251
Shoe Repair Shops, Shoe Shine Parlors, Hat Cleaning Shops	7251
Shoe Stores	5661
Shoes, Shoe Accessories - Commercial ◆	5139
Shooting Range	7999
Shopping Services	7278
Shuttle Transportation	4789
Siding Contractors	1761
Signs ◆	5099
Silk Screening	7333
Silversmiths	5944
Silverware Stores	5944
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	e of goods and/or
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC
Skateboard Shops	5941
Ski Shops	5941
Ski Slopes	7999
Skin Diving, Scuba Equipment	5941
Sky Diving	7999
Smoke Shops	5993
Snowmobile Dealers	5598
Social Associations, Clubs	8641
Social Service Organizations - Charitable, Social Service Organizations	8398
Soda Fountains	5812
Software - Computer	5734
Software - Computer ◆	5045
Souvenir, Memorabilia Shops	5947
Spas - Health, Beauty	7298
Special Trade Contractors—Not Elsewhere Classified	1799
Specialty Cleaning, Polishing, Sanitation Preparations ◆	2842
Specialty Food Markets	5499
Specialty Retail Stores - Miscellaneous	5999
Sporting Goods Stores	5941
Sporting, Recreational Camps	7032
Sports and Riding Apparel Stores	5655
Sports Clubs	7997
Sports Instruction	7999
Sports Medicine Clinics	8099
Sports Promoters	7941
Stables - Animal	7299
Stadiums	7941

This symbol indicates a new MCC or a change in the MCC.

MERCHANT TYPE	MCC
Stamp Collecting	5972
Stamp and Coin Stores 59	
Stamps - Postage	
State Fairs	7996
Stationery Stores, Office, School Supply Stores	5943
Stationery, Office Supplies, Printing and Writing Paper ◆	5111
Steamship and Cruise Lines	4411
Stenographic and Secretarial Support	7339
Stereo Repair Shops	7622
Stereos, Receivers, CD Equipment	5732
Stock Brokers	6211
Stonework Contractors	1740
Storage - Public Warehousing	4225
Storage, Moving Companies - Local, Long Distance	4214
Stored Value Card	
Stoves - Fireplaces, Accessories Stores 55	
Studios - Dance 79	
Subscription Merchant - Direct Marketing	5968
Sunglasses Stores 599	
Supermarkets 541	
Supplies - Art, Crafts 597	
Supplies - Automotive Parts, Accessories Stores 553	
Supplies - Beauty Supply Stores	5999
Supplies - Chemicals, Allied Products—Not Elsewhere Classified ◆	5169
Supplies - Commercial Equipment—Not Elsewhere Classified ◆	5046
Supplies - Computers, Computer Peripheral Equipment, Software ♦	5045
Supplies - Construction Materials—Not Elsewhere Classified ♦ 5039	
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	мсс	
Supplies - Dental ♦	5047	
Supplies - Drugs, Drug Proprietaries, Druggist Sundries ◆	5122	
Supplies - Electrical Parts, Equipment ◆	5065	
Supplies - Florist Supplies, Nursery Stock, Flowers ◆	5193	
Supplies - Glass	5231	
Supplies - Hardware Stores	5251	
Supplies - Hardware, Equipment, Supplies ◆	5072	
Supplies - Hearing Aids, Service, Supplies	5975	
Supplies - Heating Equipment, Supplies ◆	5074	
Supplies - Hospital ♦	5047	
Supplies - Hot Tubs, Spas	5996	
Supplies - Industrial—Not Elsewhere Classified ◆	5085	
Supplies - Lumber, Building Materials	5211	
Supplies - Marinas, Marine Service, Supplies	4468	
Supplies - Medical ◆	5047	
Supplies - Millinery ◆	5131	
Supplies - Motor Vehicle Supplies, New Parts ◆	5013	
Supplies - Motorcycle Parts, Accessories 557		
Supplies - Numismatic, Philatelic 5972		
Supplies - Nurseries, Lawn, Garden Supply Stores 5261		
Supplies - Orthopedic      5047		
Supplies - Paint, Painting Supplies	5231	
Supplies - Paints, Varnishes, Supplies ♦	5198	
Supplies - Party	5999	
Supplies - Pet Shops, Pet Foods, Supplies Stores	5995	
Supplies - Photographic 594		
Supplies - Photographic, Photocopy, Microfilm Equipment, Supplies ◆	5044	
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	e of goods and/or	
This symbol indicates a new MCC or a change in the MCC.		
International Airline Program Participant		

MERCHANT TYPE	MCC	
Supplies - Plumbing Equipment, Supplies ◆	5074	
Supplies - Sewing, Fabric, Notions, Needlework, Piece Goods 55		
Supplies - Stationery, Office Supplies, Printing, Writing Paper ◆	5111	
Supplies - Swimming Pools	5996	
Supplies - Video Amusement Game Supplies	7993	
Supplies - Wallpaper, Supplies	5231	
Surfboards, Accessories	5941	
Surgeons	8011	
Surveillance Systems, Services	7393	
Surveying Services	8911	
Swimming Pools - Public	7999	
Swimming Pools - Sales, Service, Supplies	5996	
Swim Wear Shop	5699	
Synagogues		
Systems Design - Computer	7372	
т		
T-Shirt Stores 5699		
TV Commercial Production   7829		
Tailors, Seamstresses, Mending, and Alterations     5697		
Tanning Salons 7298		
Tap Rooms 5813		
Tattoo, Body Piercing Parlors	7299	
Taverns	5813	
Tax Payments	9311	
Tax Preparation Services   727		
Taxicabs and Limousines     4121		
Taxidermists	7299	
This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.		
This symbol indicates a new MCC or a change in the MCC.		
<ul> <li>International Airline Program Participant</li> </ul>		

MERCHANT TYPE	MCC
Tea Stores	5499
Technical Institutes	8249
Telecommunication Equipment and Telephone Sales	4812
Telecommunication Services, including Local and Long Distance Calls, Credit Card Calls, Calls Through Use of Magnetic Stripe Reading Telephones, and Fax Services	4814
Telegraph Services	4821
Telemarketing Merchant - Inbound Direct Marketing	5967
Telemarketing Merchant - Outbound	5966
Telemarketing Travel-Related Arrangement Services (Excluding Travel Agencies)	5962
Telephone Answering Services	7399
Telephone Equipment	4812
Television Repair Shops	7622
Television Stores	5732
Temples - Religious Organizations	8661
Temporary Employment Agencies	7361
Tennis Clubs	7997
Tent, Awning Shops	5998
Terminals - Airports	4582
Testing Laboratories (Non-Medical Testing)	
Textbooks	
Textiles, Textile Binding ◆	5131
Theatrical Producers (except Motion Pictures) and Ticket Agencies	7922
Therapists	8099
Thrift Stores	5931
Ticket Agencies (Direct Marketing)	5969
Ticket Agencies	7922
Tie Shops - Men's Clothing	5611
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	of goods and/or

MERCHANT TYPE	MCC
Tile Setting Contractors	1740
Tile Stores 5	
Timeshares	
Tire Retreading, Repair Shops	7534
Tire Stores	5532
Tobacco Shops	5993
Toiletries	5912
Toll and Bridge Fees	4784
Tombstones - Sales, Installation	5999
Tools	5251
Toupee Stores	5698
Tour Buses	4722
Tour Operators	4722
Tourist Attractions - Aquariums, Seaquariums, Dolphinariums	7998
Tourist Attractions, Exhibits	7991
Tourist Information Bureaus	7399
Towing Services	7549
Toy Stores	5945
Toy, Game Shops 59	
Trade Schools 824	
Trade Show Arrangement Services 739	
Traffic Schools 82	
Trailer (Utility), Truck Rentals	7513
Trailer Parks, Campgrounds	7033
Trailers - Utility	5561
Training, Educational Film Production ◆	7829
Trains - Freight Transportation 4011	
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.</li> </ul>	
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airling Brazzer Dertisionat</li> </ul>	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	MCC	
Trains - Passenger	4112	
Translation Services	7399	
Transportation - Ambulance Services	4119	
Transportation - Bus Lines	4131	
Transportation - Commuter, Local, Suburban Commuter Passenger Transportation	4111	
Transportation - Commuter, Railways	4111	
Transportation - Ferries	4111	
Transportation - Passenger Railways	4112	
Transportation - Railroads, Freight	4011	
Transportation - Taxicabs, Limousines	4121	
Transportation Services—Not Elsewhere Classified	4789	
Travel Agencies, Tour Operators	4722	
Travel Clubs (Direct Marketing)	5962	
Travel Packages	4722	
Travel Wholesalers	4722	
Travel-Related Arrangement Services - Direct Marketing	5962	
Travelers Cheques (Financial Institutions) Cash	6010	
Travelers Cheques - Quasi Cash	6051	
Travelers Cheques (Non-Financial Institutions) Cash	6051	
Trekking Equipment 594		
Trophy Sales 599		
Truck Dealers (Used Only)	5521	
Truck Dealers - New/Used	5511	
Truck Stops - Gasoline Service	5541	
Truck, Utility Trailer Rentals 75		
Trucking - Local, Long Distance	4214	
Tune-Up Shops - Automotive 7538		
<ul> <li>This MCC may only be used for Merchants engaged primarily in the s services to other businesses.</li> </ul>	ale of goods and/or	
This symbol indicates a new MCC or a change in the MCC.		
<ul> <li>International Airline Program Participant</li> </ul>		

MERCHANT TYPE	MCC
Tuxedo, Formal Wear Rentals	7296
Typesetting, Plate Making, Related Services ◆	2791
Typewriter Stores - Sales, Rentals, Service	5978
U	
U.S. Federal Government Agencies or Departments	9405
U.S. Postal Services	9402
Undertakers	7261
Uniforms - Men's, Women's, Children's ◆	5137
Uniforms Rental	7296
Unions - Labor	8699
Universities	8220
Upholstery Cleaning	7217
Upholstery Materials Stores	5714
Used Merchandise and Secondhand Stores	5931
Used Record/CD Stores	5735
Utilities - Electric, Gas, Water, Sanitary	4900
Utility Trailer Rentals	7513
Utility Trailers	5561
V	
VCR Repair Services	7622
VCR's 57	
Vacuum Cleaner Stores	5722
Variety Stores	5331
Varnishes, Paints, Supplies ♦	
Vegetable Markets	5499
Vehicle Supplies, New Parts      50	
Vending Machines - Food 599	
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale services to other businesses.</li> </ul>	e of goods and/or
<ul> <li>This symbol indicates a new MCC or a change in the MCC.</li> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	МСС
Veterans' Organizations	8641
Veterinary Services	0742
Veterinary Testing Laboratories ◆	8734
Video Amusement, Game Supplies	7993
Video Cameras (And Other Electronics)	
Video Cameras, Photographic Equipment	5946
Video Game Arcades/Establishments	7994
Video Tape, Motion Picture Production, Distribution ◆	7829
Videotext Merchants	5967
Vineyards	0763
Vintage Clothing Stores	5931
Visa Credential Service (FOR VISA USE ONLY)	9701
Vitamin Stores	5499
Vocational, Trade Schools	8249
W	
Wagers, Betting	7995
Wallpaper Hangers	1799
Wallpaper, Wallcovering Supplies Store	5231
Warehouse Retail - Wholesale Clubs	5300
Warehouse Stores - Home Supply	5200
Warehousing, Storage	4225
Watch Shops	5944
Watch, Clock, Jewelry Repair	7631
Watches      5	
Water Filtration, Purification, and Softening Treatment Services	7299
Water Utilities	4900
Wedding Cakes 546	
<ul> <li>This MCC may only be used for Merchants engaged primarily in the services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	sale of goods and/or

MERCHANT TYPE	MCC
Wedding Chapels	7299
Wedding Photographers	7221
Welding Contractors	1799
Welding Services	7692
Well Drilling Contractors	1799
Western Boot Shops	5661
Wheel Alignment, Balancing, Repair Service - Automotive	7538
Wholesale Clubs	5300
Wig, Toupee Stores	5698
Windowcovering Stores	5714
Windsurf Boards, Accessories	5941
Wine Bars	5813
Wine, Liquor Stores	5921
Wineries	7991
Wire Transfer Money Orders	4829
Women's Accessory, Specialty Shops	5631
Women's Clothing	5691
Women's Ready-To-Wear Stores	5621
Women's Uniforms ♦	5137
Wood Dealers	5983
Woodburning Stoves, Accessories Stores	5718
Word Processing Services	7339
Wrecking, Salvage Yards	5935
X	
X-Ray Equipment ◆	5047
Y	
YMCA/YWCA	7997
<ul> <li>This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.</li> <li>This symbol indicates a new MCC or a change in the MCC.</li> </ul>	
<ul> <li>International Airline Program Participant</li> </ul>	

MERCHANT TYPE	мсс
Yacht Clubs	7997
Yacht Harbors	4468
Yacht Rentals - Non Crew	4457
Yarn Shops	5949
Yogurt Shops	5499
Z	
Zoos 7998	
This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.	
This symbol indicates a new MCC or a change in the MCC.	
International Airling Program Participant	

## Merchant Data Standards, listed in numerical order by Merchant Category Code

MCC	MERCHANT TYPE
0742	Veterinary Services
0763	Agricultural Cooperative
0780	Landscaping and Horticultural Services
1520	General Contractors - Residential and Commercial
1711	Heating, Plumbing, and Air Conditioning Contractors
1731	Electrical Contractors
1740	Masonry, Stonework, Tile Setting, Plastering and Insulation Contractors
1750	Carpentry Contractors
1761	Roofing, Siding, and Sheet Metal Work Contractors
1771	Concrete Work Contractors
1799	Special Trade Contractors—Not Elsewhere Classified
2741	Miscellaneous Publishing and Printing ◆
2791	Typesetting, Plate Making and Related Services ◆
2842	Specialty Cleaning, Polishing and Sanitation Preparations ◆
4011	Railroads
4111	Local and Suburban Commuter Passenger Transportation, Including Ferries
4112	Passenger Railways (T&E in U.S. only)
4119	Ambulance Services
4121	Taxicabs and Limousines
4131	Bus Lines
4214	Motor Freight Carriers and Trucking— Local and Long Distance, Moving and Storage Companies, and Local Delivery
4215	Courier Services—Air and Ground, and Freight Forwarders
4225	Public Warehousing and Storage— Farm Products, Refrigerated Goods, Household Goods, and Storage
4411	Steamship and Cruise Lines
4457	Boat Rentals and Leasing
<ul> <li>This MCC may services to other</li> </ul>	<b>only</b> be used for Merchants engaged primarily in the sale of goods and/or or businesses.
_	icates a new MCC or a change in the MCC.
<ul> <li>International Air</li> </ul>	line Program Participant

MCC	MERCHANT TYPE
4468	Marinas, Marine Service, and Supplies
4511	Airlines and Air Carriers—Not Elsewhere Classified
4582	Airports, Flying Fields, and Airport Terminals
4722	Travel Agencies and Tour Operators
4723	Package Tour Operators - For Use in Germany Only
4784	Tolls and Bridge Fees
4789	Transportation Services—Not Elsewhere Classified
4812	Telecommunication Equipment and Telephone Sales
4814	Telecommunication Services, including Local and Long Distance Calls, Credit Card Calls, Calls Through Use of Magnetic Stripe Reading Telephones, and Fax Services
4816	Computer Network/Information Services
4821	Telegraph Services
4829	Wire Transfer Money Orders
4899	Cable and Other Pay Television Services
4900	Utilities - Electric, Gas, Water, Sanitary
5013	Motor Vehicle Supplies and New Parts ♦
5021	Office and Commercial Furniture ◆
5039	Construction Materials—Not Elsewhere Classified ◆
5044	Photographic, Photocopy, Microfilm Equipment and Supplies ◆
5045	Computers and Computer Peripheral Equipment and Software ♦
5046	Commercial Equipment—Not Elsewhere Classified ◆
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies ♦
5051	Metal Service Centers and Offices ◆
5065	Electrical Parts and Equipment ◆
5072	Hardware, Equipment and Supplies ◆
5074	Plumbing and Heating Equipment and Supplies ◆
5085	Industrial Supplies—Not Elsewhere Classified ◆
<ul> <li>This MCC may services to other</li> </ul>	<b>only</b> be used for Merchants engaged primarily in the sale of goods and/or er businesses.
-	licates a new MCC or a change in the MCC.
<ul> <li>International Ai</li> </ul>	rline Program Participant

MCC	MERCHANT TYPE
5094	Precious Stones and Metals, Watches and Jewelry ◆
5099	Durable Goods—Not Elsewhere Classified ◆
5111	Stationery, Office Supplies, Printing and Writing Paper ♦
5122	Drugs, Drug Proprietaries, and Druggist Sundries ♦
5131	Piece Goods, Notions, and Other Dry Goods ♦
5137	Men's, Women's, and Children's Uniforms and Commercial Clothing ♦
5139	Commercial Footwear ♦
5169	Chemicals and Allied Products—Not Elsewhere Classified ◆
5172	Petroleum and Petroleum Products ◆
5192	Books, Periodicals and Newspapers ◆
5193	Florists Supplies, Nursery Stock and Flowers ◆
5198	Paints, Varnishes and Supplies ♦
5199	Nondurable Goods—Not Elsewhere Classified ◆
5200	Home Supply Warehouse Stores
5211	Lumber and Building Materials Stores
5231	Glass, Paint, and Wallpaper Stores
5251	Hardware Stores
5261	Nurseries and Lawn and Garden Supply Stores
5271	Mobile Home Dealers
5300	Wholesale Clubs
5309	Duty Free Stores
5310	Discount Stores
5311	Department Stores
5331	Variety Stores
5399	Miscellaneous General Merchandise
5411	Grocery Stores and Supermarkets
5422	Freezer and Locker Meat Provisioners
<ul> <li>This MCC may services to other</li> </ul>	<b>only</b> be used for Merchants engaged primarily in the sale of goods and/or er businesses.
	icates a new MCC or a change in the MCC.
<ul> <li>International Air</li> </ul>	line Program Participant

MCC	MERCHANT TYPE
5441	Candy, Nut, and Confectionery Stores
5451	Dairy Products Stores
5462	Bakeries
5499	Miscellaneous Food Stores—Convenience Stores and Specialty, Markets
5511	Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing
5521	Car and Truck Dealers (Used Only) Sales, Service, Repairs, Parts, and Leasing
5532	Automotive Tire Stores
5533	Automotive Parts and Accessories Stores
5541	Service Stations (with or without Ancillary Services)
5542	Automated Fuel Dispensers
5551	Boat Dealers
5561	Camper, Recreational and Utility Trailer Dealers
5571	Motorcycle Shops and Dealers
5592	Motor Home Dealers
5598	Snowmobile Dealers
5599	Miscellaneous Automotive, Aircraft, and Farm Equipment Dealers—Not Elsewhere Classified
5611	Men's and Boys' Clothing and Accessories Stores
5621	Women's Ready-To-Wear Stores
5631	Women's Accessory and Specialty Shops
5641	Children's and Infants' Wear Stores
5651	Family Clothing Stores
5655	Sports and Riding Apparel Stores
5661	Shoe Stores
5681	Furriers and Fur Shops
5691	Men's and Women's Clothing Stores
5697	Tailors, Seamstresses, Mending, and Alterations
services to othe	<b>only</b> be used for Merchants engaged primarily in the sale of goods and/or er businesses. dicates a new MCC or a change in the MCC.

MCC	MERCHANT TYPE
5698	Wig and Toupee Stores
5699	Miscellaneous Apparel and Accessory Shops
5712	Furniture, Home Furnishings and Equipment Stores, Except Appliances
5713	Floor Covering Stores
5714	Drapery, Window Covering, and Upholstery Stores
5718	Fireplace, Fireplace Screens and Accessories Stores
5719	Miscellaneous Home Furnishing Specialty Stores
5722	Household Appliance Stores
5732	Electronics Stores
5733	Music Stores—Musical Instruments, Pianos and Sheet Music
5734	Computer Software Stores
5735	Record Stores
5811	Caterers
5812	Eating Places and Restaurants
5813	Drinking Places (Alcoholic Beverages)—Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques
5814	Fast Food Restaurants
5912	Drug Stores and Pharmacies
5921	Package Stores—Beer, Wine, and Liquor
5931	Used Merchandise and Secondhand Stores
5932	Antique Shops—Sales, Repairs, and Restoration Services
5933	Pawn Shops
5935	Wrecking and Salvage Yards
5937	Antique Reproductions
5940	Bicycle Shops - Sales and Service
5941	Sporting Goods Stores
5942	Book Stores
5943	Stationery Stores, Office and School Supply Stores
<ul> <li>This MCC may services to other</li> </ul>	<b>only</b> be used for Merchants engaged primarily in the sale of goods and/or er businesses.
-	licates a new MCC or a change in the MCC.
<ul> <li>International Ai</li> </ul>	rline Program Participant

MCC	MERCHANT TYPE
5944	Jewelry Stores, Watches, Clocks, and Silverware Stores
5945	Hobby, Toy and Game Shops
5946	Camera and Photographic Supply Stores
5947	Gift, Card, Novelty and Souvenir Shops
5948	Luggage and Leather Goods Stores
5949	Sewing, Needlework, Fabric and Piece Goods Stores
5950	Glassware/Crystal Stores
5960	Direct Marketing - Insurance Services
5962	Direct Marketing - Travel-Related Arrangement Services
5963	Door-to-Door Sales
5964	Direct Marketing - Catalog Merchant
5965	Direct Marketing - Combination Catalog and Retail Merchant
5966	Direct Marketing - Outbound Telemarketing Merchant
5968	Direct Marketing - Continuity/Subscription Merchant
5969	Direct Marketing - Other Direct Marketers—Not Elsewhere Classified
5970	Artist's Supply and Craft Shops
5971	Art Dealers and Galleries
5972	Stamp and Coin Stores
5973	Religious Goods Stores
5975	Hearing Aids—Sales, Service, and Supplies
5976	Orthopedic Goods - Prosthetic Devices
5977	Cosmetic Stores
5978	Typewriter Stores - Sales, Rentals, Service
5983	Fuel Dealers—Fuel Oil, Wood, Coal, and Liquefied Petroleum
5992	Florists
5993	Cigar Stores and Stands
5994	News Dealers and Newsstands
services to othe	
This symbol inc	licates a new MCC or a change in the MCC.

MCC	MERCHANT TYPE	
5995	Pet Shops, Pet Foods and Supplies Stores	
5996	Swimming Pools - Sales and Service	
5997	Electric Razor Stores - Sales and Service	
5998	Tent and Awning Shops	
5999	Miscellaneous and Specialty Retail Stores	
6010	Financial Institutions - Manual Cash Disbursements	
6011	Financial Institutions - Automated Cash Disbursements	
6012	Financial Institutions - Merchandise and Services	
6051	Non-Financial Institutions—Foreign Currency, Money Orders (not Wire Transfer), Travelers' Cheques	
6211	Security Brokers/Dealers	
6300	Insurance Sales, Underwriting, and Premiums	
6513	Real Estate Agents, Brokers, Managers - Rentals	
7011	Lodging - Hotels, Motels, and Resorts, Central Reservation Services—Not Elsewhere Classified	
7012	Timeshares	
7032	Sporting and Recreational Camps	
7033	Trailer Parks and Campgrounds	
7210	Laundry, Cleaning, and Garment Services	
7211	Laundries - Family and Commercial	
7216	Dry Cleaners	
7217	Carpet and Upholstery Cleaning	
7221	Photographic Studios	
7230	Beauty and Barber Shops	
7251	Shoe Repair Shops, Shoe Shine Parlors, and Hat Cleaning Shops	
7261	Funeral Service and Crematories	
7273	Dating and Escort Services	
7276	Tax Preparation Services	
	This MCC may only be used for Merchants engaged primarily in the sale of goods and/or services to other businesses.	
This symbol inc	licates a new MCC or a change in the MCC.	
<ul> <li>International Air</li> </ul>	rline Program Participant	

MCC	MERCHANT TYPE
7277	Counseling Services—Debt, Marriage, and Personal
7278	Buying and Shopping Services and Clubs
7296	Clothing Rental - Costumes, Uniforms, Formal Wear
7297	Massage Parlors
7298	Health and Beauty Spas
7299	Miscellaneous Personal Services—Not Elsewhere Classified
7311	Advertising Services
7321	Consumer Credit Reporting Agencies
7333	Commercial Photography, Art, and Graphics
7338	Quick Copy, Reproduction, and Blueprinting Services
7339	Stenographic and Secretarial Support
7342	Exterminating and Disinfecting Services
7349	Cleaning, Maintenance, and Janitorial Services
7361	Employment Agencies and Temporary Help Services
7372	Computer Programming, Data Processing, and Integrated Systems Design Services
7375	Information Retrieval Services ◆
7379	Computer Maintenance, Repair and Services—Not Elsewhere Classified ◆
7392	Management, Consulting, and Public Relations Services
7393	Detective Agencies, Protective Agencies, and Security Services, Including Armored Cars and Guard Dogs
7394	Equipment, Tool, Furniture, and Appliance Rental and Leasing
7395	Photofinishing Laboratories and Photo Developing
7399	Business Services—Not Elsewhere Classified
7512	Automobile Rental Agency
7513	Truck and Utility Trailer Rentals
7519	Motor Home and Recreational Vehicle Rentals
7523	Parking Lots, Parking Meters and Garages
services to othe This symbol ind	only be used for Merchants engaged primarily in the sale of goods and/or er businesses. licates a new MCC or a change in the MCC. rline Program Participant

MCC	MERCHANT TYPE
7531	Automotive Body Repair Shops
7534	Tire Retreading and Repair Shops
7535	Automotive Paint Shops
7538	Automotive Service Shops (Non-Dealer)
7542	Car Washes
7549	Towing Services
7622	Electronic Repair Shops
7623	Air Conditioning and Refrigeration Repair Shops
7629	Electrical and Small Appliance Repair Shops
7631	Watch, Clock and Jewelry Repair
7641	Furniture-Reupholstery, Repair, Refinishing
7692	Welding Services
7699	Miscellaneous Repair Shops and Related Services
7829	Motion Picture and Video Tape Production and Distribution ◆
7832	Motion Picture Theaters
7841	DVD/Video Tape Rental Stores
7911	Dance Halls, Studios and Schools
7922	Theatrical Producers (except Motion Pictures) and Ticket Agencies
7929	Bands, Orchestras, and Miscellaneous Entertainers—Not Elsewhere Classified
7932	Billiard and Pool Establishments
7933	Bowling Alleys
7941	Commercial Sports, Professional Sports Clubs, Athletic Fields, and Sports Promoters
7991	Tourist Attractions and Exhibits
7992	Public Golf Courses
7993	Video Amusement Game Supplies
7994	Video Game Arcades/Establishments
<ul> <li>This MCC may services to other</li> </ul>	<b>only</b> be used for Merchants engaged primarily in the sale of goods and/or er businesses.
This symbol ind	icates a new MCC or a change in the MCC.
<ul> <li>International Air</li> </ul>	line Program Participant

MCC	MERCHANT TYPE
7995	Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
7996	Amusement Parks, Circuses, Carnivals, and Fortune Tellers
7997	Membership Clubs (Sports, Recreation, Athletic), Country Clubs, and Private Golf Courses
7998	Aquariums, Seaquariums, Dolphinariums
7999	Recreation Services—Not Elsewhere Classified
8011	Doctors and Physicians—Not Elsewhere Classified
8021	Dentists and Orthodontists
8031	Osteopaths
8041	Chiropractors
8042	Optometrists and Ophthalmologists
8043	Opticians, Optical Goods and Eyeglasses
8049	Podiatrists and Chiropodists
8050	Nursing and Personal Care Facilities
8062	Hospitals
8071	Medical and Dental Laboratories
8099	Medical Services and Health Practitioners—Not Elsewhere Classified
8111	Legal Services and Attorneys
8211	Elementary and Secondary Schools
8220	Colleges, Universities, Professional Schools, and Junior Colleges
8241	Correspondence Schools
8244	Business and Secretarial Schools
8249	Vocational and Trade Schools
8299	Schools and Educational Services—Not Elsewhere Classified
8351	Child Care Services
8398	Charitable and Social Service Organizations
8641	Civic, Social, and Fraternal Associations
	y <b>only</b> be used for Merchants engaged primarily in the sale of goods and/or her businesses.
This symbol in	ndicates a new MCC or a change in the MCC.
<ul> <li>International A</li> </ul>	Airline Program Participant

MCC	MERCHANT TYPE
8651	Political Organizations
8661	Religious Organizations
8675	Automobile Associations
8699	Membership Organizations—Not Elsewhere Classified
8734	Testing Laboratories (Non-Medical Testing) ◆
8911	Architectural, Engineering, and Surveying Services
8931	Accounting, Auditing, and Bookkeeping Services
8999	Professional Services—Not Elsewhere Classified
9211	Court Costs, Including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payments
9399	Government Services—Not Elsewhere Classified
9402	Postal Services - Government Only
9405	U.S. Federal Government Agencies or Departments
9700	Automated Referral Service (FOR VISA USE ONLY)
9701	Visa Credential Service (FOR VISA USE ONLY)
9702	GCCS Emergency Services
9950	Intra-Company Purchases
services to oth	y <b>only</b> be used for Merchants engaged primarily in the sale of goods and/or her businesses. dicates a new MCC or a change in the MCC.

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