

Visa Checkout Terms

Last updated on May 30, 2025

Purpose

Visa U.S.A., Inc. and its affiliates (collectively, “**Visa**”) offer and provide services to enable merchants to access and utilize the VCO Platform (the “**VCO Services**”), as set forth in more detail in the VCO Documentation provided or made available to Merchant by Visa or PayPal. The VCO Services provided by Visa are branded as “Visa Checkout” and are made available to Merchant by PayPal through the Gateway Services.

1. Acceptance of Terms

1.1. These VCO Services terms (the “**VCO Terms**”) govern Merchant’s use of the VCO Services and become effective as a legally binding agreement as of the date that Merchant activates its use of the VCO Services provided by Visa by enabling the “Accept Visa Checkout” button in the Control Panel or another method as agreed in writing by PayPal. If Merchant does not accept these VCO Terms, Merchant is not permitted to enable the “Accept Visa Checkout” button in the Control Panel nor use the VCO Services offered by Visa.

1.2. These VCO Terms are incorporated into and made a part of the [Braintree Payment Services Agreement](#) (the “**Agreement**”). Any capitalized term used herein and not otherwise defined in these VCO Terms shall have the meaning assigned to such term in the Agreement. To the extent that the terms of these VCO Terms conflict with the terms of the Agreement, these VCO Terms shall control with respect to matters concerning the VCO Services. Except as set forth in these VCO Terms, all terms and provisions of the Agreement shall continue and remain in full force and effect and binding upon Merchant.

2. Definitions

2.1. Wherever capitalized, the following terms shall have the meaning ascribed to each such term for purposes of these VCO Terms:

- 2.1.1. “**Branding Requirements**” means the branding requirements and brand guidelines as included in the VCO Documentation and as modified by Visa from time to time;
- 2.1.2. “**End User**” means any subscriber, purchaser or person or entity that uses the VCO Platform to pay for, use, view or consume a product or service from Merchant;
- 2.1.3. “**Territory**” means Canada;
- 2.1.4. “**VCO API**” means any specifications, protocols and object and source code for use with the VCO Services that format, encrypt and decrypt messages transferred between the Software and the VCO Platform during the course of PayPal enabling Merchant’s use of the VCO Services through the Gateway Services;
- 2.1.5. “**VCO Documentation**” means, collectively, the operational documents, technical integrations requirements and documentation, user manuals, help files and other documentation, including checkout implementation overviews, integration guidelines, sandbox guidelines and

Branding Requirements, in written or electronic form, and as modified by Visa from time to time at Visa's sole discretion, that are intended for use in connection with the VCO Services;

- 2.1.6. **"VCO Eligible Card"** means such credit, charge, debit or prepaid cards or accounts as Visa may from time to time determine are eligible for use with the VCO Platform;
- 2.1.7. **"VCO End User Data"** means End User data (including full or partial VCO Eligible Card account numbers, email addresses, physical addresses or phone numbers) obtained by Visa, whether indirectly or directly from an End User (but not including data collected by PayPal or Merchant directly from any End User and not through the VCO Services);
- 2.1.8. **"VCO Platform"** means Visa's digital commerce platform branded "Visa Checkout" or as such platform may otherwise be branded by Visa now or in the future, which enables consumers to centralize the storage and management of VCO Eligible Card account information through a secure interface that is accessible across multiple platforms;
- 2.1.9. **"VCO Transaction"** means the purchase by an End User via the VCO Services, as made available to Merchant by PayPal through the Gateway Services, of products or services provided by Merchant;
- 2.1.10. **"Visa IP"** means: (i) the VCO Platform, VCO Services, VCO API, VCO Documentation, Visa Trademarks and all intellectual property rights embodied therein; (ii) any content (other than the Software, Trademarks or Intellectual Property Rights of PayPal) embodied in or used in connection with the VCO Services; and (iii) any works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques or confidential information conceived, discovered, developed or otherwise acquired by Visa, solely in collaboration with others, in the course of integrating, customizing, implementing, operating or maintaining the VCO Services, in each case including any and all derivative works, improvements, updates, modifications or translations thereof; and
- 2.1.11. **"Visa Trademarks"** means all common law or registered trademark, service mark, word mark, trade name and trade dress rights and similar or related rights of Visa arising under any of the laws of the United States, Canada or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.

3. Merchant's Use of the VCO Services

3.1. In order to use the VCO Services made available to Merchant by PayPal's Gateway Services under the terms of the Agreement, Merchant must: (i) agree to these VCO Terms; (ii) have entered into the Agreement with PayPal for the purpose of PayPal providing the Gateway Services to Merchant; (iii) have an electronic commerce website and/or a mobile application aimed principally at residents in the Territory and through which a VCO Transaction can occur; and (iv) hold a merchant account within the Territory pursuant to a Bank Agreement (or otherwise as deemed acceptable by PayPal) for VCO Eligible Card acceptance.

3.2. Merchant agrees that the VCO Services offered and provided by Visa are made available to Merchant by PayPal through the Gateway Services under the terms of the Agreement. Merchant acknowledges and agrees that the VCO Services are offered and provided solely by Visa and not by PayPal. PayPal shall not be responsible or liable to Merchant under any circumstances for any disruption of any nature in the VCO Services, and further PayPal disclaims all warranties, whether

express, implied or statutory, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights, for the VCO Services. Notwithstanding the foregoing, VCO Transactions shall be deemed part of (and included in) the definition of Transaction under the Agreement for the purposes of any VCO Transaction processed by PayPal as part of the Gateway Services.

3.3. Merchant acknowledges and agrees that it shall at all times comply with the VCO Documentation. Merchant's installation, configuration and use of the VCO API and VCO Services shall conform to the specifications set forth in the applicable VCO Documentation.

3.4. PayPal will provide Merchant with all customer service, including registration, maintenance, technical and other support, with respect to the VCO Services made available by PayPal to Merchant through the Gateway Services. In the event that Merchant encounters an issue with regard to the VCO Services or use of the VCO API as made available by PayPal to Merchant through the Gateway Services, Merchant shall contact PayPal (and not Visa) for support, including technical support.

4. Fees

4.1. Merchant will pay PayPal the fees, including without limitation applicable transaction, multi-currency and Chargeback fees, for all VCO Transactions in accordance with the terms of the Agreement.

5. Compliance with Applicable Laws and Visa Association Rules

5.1. Merchant represents and warrants that it will, at all times during its use of the VCO Services, comply with all applicable laws and the Visa Association Rules applicable to the VCO Services and VCO Eligible Cards. Merchant is solely responsible, and shall be liable to PayPal and Visa, for any fines, penalties or fees resulting from its non-compliance with such applicable laws and/or Visa Association Rules.

6. Visa Trademarks and Intellectual Property

6.1. Merchant is granted a personal, non-exclusive, non-transferable, royalty-free, revocable license to use the Visa Trademarks for the purposes of, and in direct connection with, Merchant's use of the VCO Services. Merchant shall display the Visa Trademarks in accordance with the applicable VCO Documentation and Branding Requirements. Visa, or PayPal on behalf of Visa, shall have the right to limit, restrict, make conditional or proscribe any use by Merchant of a Visa Trademark, including any use that is not in accordance with the VCO Documentation or Branding Requirements.

6.2. For the duration of Merchant's use of the VCO Services as made available to Merchant by PayPal through the Gateway Services, Merchant is granted a personal, limited, non-exclusive, non-transferable license to the VCO API, VCO Services and VCO Documentation to: (i) install, code to and use the VCO API for the purpose of using the VCO Services made available to Merchant by PayPal through the Gateway Services; and (ii) use the VCO Documentation solely in connection with the use of the VCO API and VCO Services as made available to Merchant by PayPal through the Gateway Services.

6.3. Merchant acknowledges and agrees that, except for the rights and licenses expressly granted to Merchant in these VCO Terms, Visa shall own all right, title and interest in and to all Visa IP and Visa Trademarks and any derivatives of the foregoing, and nothing in these VCO Terms shall be construed as conferring upon Merchant, by implication, operation of law, estoppel or otherwise, any other license or right. Merchant shall not, except as permitted under these VCO Terms: (i) use, reproduce, distribute or permit others to use, reproduce or distribute any Visa IP for any purpose; (ii) make Visa IP available to unauthorized third parties; (iii) rent, electronically distribute, timeshare or market Visa IP by interactive cable, remote processing services, service bureau or otherwise; or (iv) directly or indirectly modify, reverse engineer, decompile, disassemble or derive source code from any Visa IP.

7. End User Disclosures, Consents and Privacy

7.1. Prior to Merchant's initiation of a VCO Transaction with an End User, Merchant will provide all disclosures to, and obtain all consents from, each End User as necessary in accordance with the VCO Documentation or otherwise as required under the Visa Association Rules or applicable law.

7.2. Merchant may not use, disclose or disseminate any VCO End User Data collected through use of the VCO Services, except to the extent necessary, if applicable, to enable Merchant to complete a VCO Transaction or provide customer support, resolve disputes or prevent fraud related to a VCO Transaction.

8. Security

8.1. Merchant expressly consents to PayPal providing Merchant access to and use of the VCO Services through the Gateway Services, and grants PayPal the authority to perform any and all actions with Visa on behalf of Merchant as necessary to enable Merchant's access to the VCO Services.

Notwithstanding the foregoing, Merchant is solely responsible for the security of VCO End User Data and VCO Transaction information in its possession or control, or in the possession or control of its service providers involved in processing, storing, transmitting and/or handling any VCO End User Data or VCO Transaction information. Neither Visa nor PayPal is liable under any circumstances for any breach of VCO End User Data or VCO Transaction information in Merchant's possession or control, or in the possession or control of Merchant's service providers.

8.2. Merchant is responsible for maintaining adequate security and control of any and all identification credentials, passwords, public or private encryption keys, or any other codes for purposes of accessing the VCO Services, the VCO API or any content therein (the "**Access Credentials**"). Merchant agrees to maintain, and to ensure that its service providers involved in processing, storing, transmitting and/or handling any VCO End User Data or VCO Transaction information maintain, all appropriate physical, electronic and procedural safeguards designed to: (i) maintain the security and confidentiality of VCO End User Data and Access Credentials; (ii) restrict disclosure of VCO End User Data and Access Credentials to those of its employees who have a need to access such information for purposes of using the VCO Services pursuant to these VCO Terms; (iii) protect against any anticipated threats or hazards to the security or integrity of VCO End User Data and Access Credentials; and (iv) protect against unauthorized access to, use or transmission of VCO End User Data and Access Credentials. Merchant will not ask End Users to provide their VCO Platform

password nor establish VCO Platform accounts or set passwords on behalf of End Users. In the event that Merchant's systems or facilities are breached and an unauthorized third party has access to, use of or transmitted VCO End User Data, Access Credentials or any data related to the provision of the VCO Services or any VCO Transaction, Merchant shall immediately notify PayPal of such incident and exercise best efforts to mitigate further unauthorized access, use or transmission and any associated harm. Further, in the event of an actual breach, Merchant shall: (i) promptly conduct a review utilizing established e-commerce data security practices; (ii) within ten (10) calendar days of completion of the review, provide PayPal and Visa with a written report of the findings; (iii) take such precautions as necessary to prevent such breaches from occurring in the future; and (iv) fully, promptly and in good faith respond to reasonable requests or inquiries of PayPal and Visa related to the incident.

9. Limitation of Liability

9.1. Notwithstanding any limitation of liability of Merchant under the terms of the Agreement, Merchant's liability to PayPal and Visa under these VCO Terms is not subject to any limitation of liability.

9.2. Merchant acknowledges and agrees that the limitations of liability as set forth in the Agreement applicable to PayPal with respect to the Braintree Payment Services will apply with respect to any VCO Transactions processed by PayPal through the Braintree Payment Services under these VCO Terms. Further, Merchant acknowledges and agrees that PayPal will under no circumstances be liable for any damages, losses or costs whatsoever suffered or incurred by Merchant or third parties resulting from the provision by Visa of the VCO Services or Merchant's use of the VCO Services and non-compliance with the VCO Documentation.

9.3. Merchant hereby agrees that Visa will not be liable for any indirect, incidental, consequential, special or exemplary damages suffered by Merchant or third parties resulting from Merchant's use of the VCO Services, whether or not Merchant has been advised of the possibility of such damages. Visa's aggregate liability for any direct damages suffered by Merchant resulting from its use of the VCO Services, under any legal or equitable theory, shall be limited to the fees received by PayPal for the VCO Transactions processed by PayPal through the Gateway Services during the three-month period immediately preceding the date on which the first cause of action arose.

10. General

10.1. **Termination.** Merchant may terminate these VCO Terms and its use of the VCO Services at any time by disabling the "Accept Visa Checkout" button in the Control Panel. PayPal, on behalf of itself or Visa, may terminate these VCO Terms or suspend Merchant's use of the VCO Services made available through the Gateway Services at any time with or without cause by providing written notice to Merchant. For the sake of clarity, any termination of these VCO Terms or suspension of Merchant's use of the VCO Services does not automatically result in a termination of the Agreement or suspension of the Braintree Payment Services. These VCO Terms will automatically terminate upon any termination of the Agreement. Notwithstanding any termination of these VCO Terms, any provision of these VCO Terms which by its nature should survive, will survive the termination of these VCO Terms.

10.2. **Amendment.** PayPal may in its sole discretion modify these VCO Terms from time to time by posting updates to [our website](#), and Merchant's continued use of the VCO Services provided by Visa and made available to Merchant by PayPal through the Gateway Services is deemed acceptance of such updated VCO Terms.