

Stripe Services Agreement — United States

Welcome to Stripe!

This Stripe Services Agreement includes this introduction, the General Terms, Definitions, Services Terms, and incorporated documents and terms (“**Agreement**”) and forms a legal agreement between Stripe, Inc. (“**Stripe**”) and the entity or sole proprietor on whose behalf a Stripe account is created (“**you**” and “**your**”) to receive certain payment processing, data, technology and analytics, or other business services offered by Stripe and its Affiliates. This Agreement states the terms and conditions that apply to your use of the Services.

This Agreement is effective upon the date you first access or use the Services (“**Effective Date**”) and continues until you or Stripe terminates it (this period, the “**Term**”). Capitalized terms used in this Agreement that are not defined inline are defined in the Definitions.

As referenced in Section 13 of the General Terms, any dispute between you and Stripe is subject to a class action waiver and must be resolved by individual binding arbitration. Please read the arbitration provision in this Agreement as it affects your rights under this Agreement.

General Terms

Last modified: August 22, 2022

You and Stripe agree as follows:

1. Your Stripe Account.

1.1 Eligibility.

Only businesses (including sole proprietors) and non-profit organizations located in the United States are eligible to apply for a Stripe Account and use the Services. Stripe and its Affiliates may provide Services to you or your Affiliates in other countries or regions under separate agreements. You and your Representative must not attempt to create a Stripe Account on behalf of or for the benefit of a user whose use of the Stripe services was suspended or terminated by Stripe, unless Stripe approves otherwise.

1.2 Business Representative.

You and your Representative individually affirm to Stripe that (a) your Representative is authorized to provide User Information on your behalf and to bind you to this Agreement; and

(b) your Representative is an executive officer, senior manager or otherwise has significant responsibility for the control, management or direction of your business. Stripe may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority.

1.3 Sole Proprietors.

If you are a sole proprietor, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of amounts you owe under this Agreement.

1.4 Age Requirements.

If you are a sole proprietor, and you are not old enough to enter into a contract on your own behalf (which is commonly but not always 18 years old), but you are 13 years old or older, your Representative must be your parent or legal guardian. If you are a legal entity that is owned, directly or indirectly, by an individual who is not old enough to enter into a contract on their own behalf, but the individual is 13 years old or older, your Representative must obtain the consent of either your board or an authorized officer. The approving board, authorized officer, parent or legal guardian is responsible to Stripe and is legally bound to this Agreement as if it had agreed to this Agreement itself. You must not use the Services if you are under 13 years of age.

2. Services and Support.

2.1 Services.

Stripe (and its Affiliates, as applicable) will make available to you the Services, including those described in the applicable Services Terms, and, if applicable, give you access to a Stripe Dashboard.

2.2 Services Terms; Order of Precedence.

The Services Terms contain specific terms governing the parties' rights and obligations related to the Services described in those Services Terms. If there are no Services Terms for a particular Stripe service, then only these General Terms govern. By accessing or using a Service, you agree to comply with the applicable Services Terms. If any term in these General Terms conflicts with a term in any Services Terms or set of terms incorporated by reference into this Agreement, then unless terms of lower precedence expressly state to the contrary, the order of precedence is: (a) the Services Terms; (b) these General Terms; and (c) all terms incorporated by reference into

this Agreement. Your access to or use of the Services may also be subject to additional terms to which you agree through the Stripe Dashboard.

2.3 Service Modifications and Updates.

Stripe may modify the Services and Stripe Technology at any time, including adding or removing functionality or imposing conditions on use of the Services. Stripe will notify you of material adverse changes in, deprecations to, or removal of functionality from, Services or Stripe Technology that you are using. Stripe is not obligated to provide any Updates. However, if Stripe makes an Update available, you must fully install the Update by the date or within the time period stated in Stripe's notice; or, if there is no date or period stated in the notice, then no later than 30 days after the date of the notice.

2.4 Subcontracting.

Stripe may subcontract its obligations under this Agreement to third parties.

2.5 Services Restrictions.

You may only use the Services for business purposes. You must not, and must not enable or allow any third party to:

- (a) use the Services for personal, family or household purposes;
- (b) act as service bureau or pass-through agent for the Services with no added value to Customers;
- (c) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited, or access or attempt to access non-public Stripe systems, programs, data, or services;
- (d) except as Law permits, reverse engineer or attempt to reverse engineer the Services or Stripe Technology;
- (e) use the Services to engage in any activity that is illegal, fraudulent, deceptive or harmful;
- (f) perform or attempt to perform any action that interferes with the normal operation of the Services or affects other Stripe users' use of Stripe services; or
- (g) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any part of the Services, Documentation, or the Stripe Website except as permitted by Law.

2.6 Beta Services.

(a) *Classification.* Stripe may classify certain Stripe services or Stripe Technology, including a particular release or feature, as Beta. A Stripe service may be generally available in some circumstances (e.g., in some countries or regions) while still classified as Beta in other circumstances.

(b) *Nature of Beta Services.* By their nature, Beta Services may be feature-incomplete or contain bugs. Stripe may describe limitations that exist within a Beta Service; however, your reliance on the accuracy or completeness of these descriptions is at your own risk. You should not use Beta Services in a production environment until and unless you understand and accept the limitations and flaws that may be present in the Beta Services.

(c) *Feedback.* Unless Stripe otherwise agrees in writing, your use of Beta Services is confidential, and you must provide timely Feedback on the Beta Services in response to Stripe requests.

(d) *Availability During Beta Period.* Stripe may suspend or terminate your access to any Beta Services at any time.

2.7 Support.

Stripe will provide you with support to resolve general issues relating to your Stripe Account and your use of the Services through resources and documentation that Stripe makes available on the Stripe Website and in the Documentation. Stripe's support is also available by contacting Stripe at [contact us](#). Stripe is not responsible for providing support to Customers.

2.8 Third-Party Services.

Stripe may reference, enable you to access, or promote (including on the Stripe Website) Third-Party Services. These Third-Party Services are provided for your convenience only and Stripe does not approve, endorse, or recommend any Third-Party Services to you. **Your access and use of any Third-Party Service is at your own risk and Stripe disclaims all responsibility and liability for your use of any Third-Party Service. Third-Party Services are not Services and are not governed by this Agreement or Stripe's Privacy Policy. Your use of any Third-Party Service, including those linked from the Stripe Website, is subject to that Third-Party Service's own terms of use and privacy policies (if any).**

3. Information; Your Business.

3.1 User Information.

Upon Stripe's request, you must provide User Information to Stripe in a form satisfactory to Stripe. You must keep the User Information in your Stripe Account current. You must promptly update your Stripe Account with any changes affecting you, the nature of your business activities, your Representative, beneficial owners, principals, or any other pertinent information. You must immediately notify Stripe, and provide to Stripe updated User Information, if (a) you experience or anticipate experiencing a Change of Control; (b) you experience or anticipate experiencing a material change in your business or financial condition, including if you experience or are likely to experience an Insolvency Proceeding; (c) the regulatory status of the business for which you are using the Services changes, including if it becomes subject, or no longer subject, to regulatory oversight; or (d) a Governmental Authority has notified you that you or your business is the subject of investigative action.

3.2 Information Retrieved by Stripe.

You authorize Stripe to retrieve information about you and your business from Stripe's service providers and other third parties, including credit reporting agencies, banking partners and information bureaus, and you authorize and direct those third parties to compile and provide that information to Stripe. This information may include your, or your Representative's, name, addresses, credit history, banking relationships, and financial history.

4. Services Fees; Taxes.

4.1 Services Fees.

The Fees are stated on the Stripe Pricing Page, unless you and Stripe otherwise agree in writing. Stripe may revise the Fees at any time. If Stripe revises the Fees for a Service that you are currently using, Stripe will notify you at least 30 days before the revised Fees apply to you.

4.2 Collection of Fees and Other Amounts.

You must pay, or ensure that Stripe is able to collect, Fees and other amounts you owe under this Agreement when due. Stripe may deduct, recoup or setoff Fees and other amounts you owe under this Agreement, or under any other agreements you have with Stripe or any of its Affiliates, from your Stripe Account balance, or invoice you for those amounts. If you fail to pay invoiced amounts when due, if your Stripe Account balance is negative or does not contain funds sufficient to pay amounts that you owe under this Agreement, or under any other agreement with Stripe or any of its Affiliates, or if Stripe is unable to collect amounts due from your Stripe Account balance, then Stripe may, to the extent Law permits, deduct, recoup or setoff those amounts from: (a) if established and applicable, each Reserve; (b) funds payable by Stripe or its Affiliate to you or your Affiliate; (c) if established, each User Affiliate Reserve; (d)

each User Bank Account; and (e) the Stripe account balance of each Stripe account that Stripe determines, acting reasonably, is associated with you or your Affiliate. If the currency of the amount being deducted is different from the currency of the amount you owe, Stripe may deduct, recoup or setoff an amount equal to the amount owed (using Stripe's conversion rate) together with any fees Stripe incurs in making the conversion.

4.3 Debit Authorization.

Without limiting Section 4.2, you authorize Stripe to debit each User Bank Account without separate notice, and according to the applicable [User Bank Account Debit Authorization](#), to collect amounts you owe under this Agreement. If Stripe is unable to collect those amounts by debiting a User Bank Account, then you immediately grant to Stripe a new, original authorization to debit each User Bank Account without notice and according to the applicable [User Bank Account Debit Authorization](#). Stripe may rely on this authorization to make one or more attempts to collect all or a subset of the amounts owed. Your authorization under this Section 4.3 will remain in full force and effect until (a) all of your Stripe Accounts are closed; or (b) all fees and other amounts you owe under this Agreement are paid, whichever occurs later. If applicable debit scheme authorization rules grant you the right to revoke your debit authorization, then to the extent Law permits, you waive that right.

4.4 Taxes.

Stripe's fees exclude all Taxes, except as the Stripe Pricing Page states to the contrary. You have sole responsibility and liability for:

(a) determining which, if any, Taxes or fees apply to the sale of your products and services, acceptance of donations, or payments you make or receive in connection with your use of the Services; and

(b) assessing, collecting, reporting and remitting Taxes for your business.

If Stripe is required to withhold any Taxes, Stripe may deduct those Taxes from amounts otherwise owed to you and pay those Taxes to the appropriate taxing authority. If you are exempt from paying, or are otherwise eligible to pay a reduced rate on, those Taxes, you may provide to Stripe an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status or reduced rate eligibility, in which case Stripe will not deduct the Taxes covered by the certificate. You must provide accurate information regarding your tax affairs as Stripe reasonably requests, and must promptly notify Stripe if any information that Stripe prepopulates is inaccurate or incomplete. Stripe may send documents to you and taxing authorities for transactions processed using the Services. Specifically, Law may require Stripe to

file periodic informational returns with taxing authorities related to your use of the Services. Stripe may send tax-related information electronically to you.

5. User Bank Accounts; Funds.

5.1 User Bank Accounts; Prohibition on Grant or Assignment.

You must designate at least one User Bank Account in connection with the Services. Stripe may debit and credit a User Bank Account as described in this Agreement. You must not grant or assign to any third party any lien on or interest in funds that may be owed to you under this Agreement until the funds are deposited into a User Bank Account.

5.2 Investment of Funds.

To the extent Law and the applicable Financial Services Terms permit, Stripe and its Affiliates may invest the funds that they hold into liquid investments. Stripe or its applicable Affiliate owns the earnings from these investments. You irrevocably assign to Stripe or its applicable Affiliate all rights you have (if any) to earnings from these investments.

5.3 Regulated Money Transmission; Stripe Status.

Certain Services involve regulated money transmission under U.S. Law. To the extent that your use of the Services involves money transmission or other regulated services under U.S. Law, Stripe's Affiliate, SPC, provides those regulated Services, and the SPC terms located on or accessible from the Stripe Legal Page will apply to you, unless the applicable Services Terms specify otherwise. Stripe is not a bank, and does not accept deposits.

5.4 Dormant Accounts.

If you leave any funds dormant in a Stripe Account and you do not instruct Stripe on where to send them, Stripe may deem the funds abandoned by you and deliver them to the appropriate Governmental Authority. However, if Law requires, Stripe will attempt to notify you before doing so.

6. Termination; Suspension; Survival.

6.1 Termination.

(a) *Your Termination.* You may terminate this Agreement at any time by closing your Stripe Account. To do so, you must open [the account information tab in your account settings](#), select "close my account" and stop using the Services. If after termination you use the Services again,

this Agreement will apply with an Effective Date that is the date on which you first use the Services again.

(b) *Stripe Termination.* Stripe may terminate this Agreement (or any part) or close your Stripe Account at any time for any or no reason (including if any event listed in Sections 6.2(a)–(i) of these General Terms occurs) by notifying you. In addition, Stripe may terminate this Agreement (or relevant part) for cause if Stripe exercises its right to suspend Services (including under Section 6.2 of these General Terms) and does not reinstate the suspended Services within 30 days.

(c) *Termination for Material Breach.* A party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach. If the material breach affects only certain Services, the non-breaching party may choose to terminate only the affected Services.

(d) *Effect on Other Agreements.* Unless stated to the contrary, termination of this Agreement will not affect any other agreement between the parties or their Affiliates.

6.2 Suspension.

Stripe may immediately suspend providing any or all Services to you, and your access to the Stripe Technology, if:

(a) Stripe believes it will violate any Law, Financial Services Terms or Governmental Authority requirement;

(b) a Governmental Authority or a Financial Partner requires or directs Stripe to do so;

(c) you do not update in a timely manner your implementation of the Services or Stripe Technology to the latest production version Stripe recommends or requires;

(d) you do not respond in a timely manner to Stripe's request for User Information or do not provide Stripe adequate time to verify and process updated User Information;

(e) you breach this Agreement or any other agreement between the parties;

(f) you breach any Financial Services Terms;

(g) you enter an Insolvency Proceeding;

(h) Stripe believes that you are engaged in a business, trading practice or other activity that presents an unacceptable risk to Stripe; or

(i) Stripe believes that your use of the Services (i) is or may be harmful to Stripe or any third party; (ii) presents an unacceptable level of credit risk; (iii) increases, or may increase, the rate of fraud that Stripe observes; (iv) degrades, or may degrade, the security, stability or reliability of the Stripe services, Stripe Technology or any third party's system (e.g., your involvement in a distributed denial of service attack); (v) enables or facilitates, or may enable or facilitate, illegal or prohibited transactions; or (vi) is or may be unlawful.

6.3 Survival.

The following will survive termination of this Agreement:

(a) provisions that by their nature are intended to survive termination (including Sections 4, 7.2, 9.4, 11, 12 and 13 of these General Terms); and

(b) provisions that allocate risk, or limit or exclude a party's liability, to the extent necessary to ensure that a party's potential liability for acts and omissions that occur during the Term remains unchanged after this Agreement terminates.

7. Use Rights.

7.1 Use of Services.

Subject to the terms of this Agreement, Stripe grants you a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to access the Documentation, and access and use the Stripe Technology, as long as your access and use is (a) solely as necessary to use the Services; (b) solely for your business purposes; and (c) in compliance with this Agreement and the Documentation.

7.2 Feedback.

During the Term, you and your Affiliates may provide Feedback to Stripe or its Affiliates. You grant, on behalf of yourself and your Affiliates, to Stripe and its Affiliates a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to exploit that Feedback for any purpose, including developing, improving, manufacturing, promoting, selling and maintaining the Stripe services. All Feedback is Stripe's confidential information.

7.3 Marks Usage.

Subject to the terms of this Agreement, each party grants to the other party and its Affiliates a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to use the Marks of the grantor party or its Affiliate solely to identify Stripe as your service provider. Accordingly, Stripe and its Affiliates may use those Marks:

- (a) on Stripe webpages and apps that identify Stripe's customers;
- (b) in Stripe sales/marketing materials and communications; and
- (c) in connection with promotional activities to which the parties agree in writing.

When using Marks of Stripe or its Affiliate, you must comply with the [Stripe Marks Usage Terms](#) and all additional usage terms and guidelines that Stripe provides to you in writing (if any). All goodwill generated from the use of Marks will inure to the sole benefit of the Mark owner.

7.4 No Joint Development; Reservation of Rights.

Any joint development between the parties will require and be subject to a separate agreement between the parties. Nothing in this Agreement assigns or transfers ownership of any IP Rights to the other party. All rights (including IP Rights) not expressly granted in this Agreement are reserved.

8. Privacy and Data Use.

8.1 Privacy Policies.

Each party will make available a Privacy Policy that complies with Law. Stripe's [Privacy Policy](#) explains how and for what purposes Stripe collects, uses, retains, discloses and safeguards the Personal Data you provide to Stripe.

8.2 Personal Data.

When you provide Personal Data to Stripe, or authorize Stripe to collect Personal Data, you must provide all necessary notices to and obtain all necessary rights and consents from the applicable individuals (including your Customers) sufficient to enable Stripe to lawfully collect, use, retain and disclose the Personal Data in the ways this Agreement and Stripe's [Privacy Policy](#) describe. Stripe will not sell or lease Personal Data that Stripe receives from you to any third party.

8.3 Protected Data.

To the extent Law permits, Stripe will use Protected Data to (a) secure, provide, provide access to, and update the Stripe services; (b) fulfill its obligations under Law, and comply with Financial Partner and Governmental Authority requirements and requests; and (c) prevent and mitigate fraud, financial loss, and other harm. Stripe is not obligated to retain Protected Data after the Term, except as (w) required by Law; (x) required for Stripe to perform any post-termination obligations; (y) this Agreement otherwise states; or (z) the parties otherwise agree in writing. You are responsible for being aware of and complying with Law governing your use, storage and disclosure of Protected Data.

8.4 Stripe Data.

You may use the Stripe Data only as this Agreement and other agreements between Stripe and you (or their Affiliates) permit.

8.5 Data Processing Agreement.

The [Data Processing Agreement](#), including the Approved Data Transfer Mechanisms (as defined in the Data Processing Agreement) that apply to your use of the Services and transfer of Personal Data, is incorporated into this Agreement by this reference. Each party will comply with the terms of the Data Processing Agreement.

8.6 Use of Fraud Signals.

If Stripe provides you with information regarding the possibility or likelihood that a transaction may be fraudulent or that an individual cannot be verified, Stripe may incorporate your subsequent actions and inactions into Stripe's fraud and verification model, for the purpose of identifying future potential fraud. Please see the [Stripe Privacy Center](#) for more information on [Stripe's collection of end-customer data](#) for this purpose and for [guidance on how to notify your Customers](#).

9. Data Security.

9.1 Controls.

Each party will maintain commercially reasonable administrative, technical, and physical controls designed to protect data in its possession or under its control from unauthorized access, accidental loss and unauthorized modification. You are responsible for implementing administrative, technical, and physical controls that are appropriate for your business.

9.2 PCI-DSS.

Stripe will make reasonable efforts to provide the Services in a manner consistent with PCI-DSS requirements that apply to Stripe.

9.3 Stripe Account Credentials.

You must prevent any Credential Compromise, and otherwise ensure that your Stripe Account is not used or modified by anyone other than you and your representatives. If a Credential Compromise occurs, you must promptly notify and cooperate with Stripe, including by providing information that Stripe requests. Any act or failure to act by Stripe will not diminish your responsibility for Credential Compromises.

9.4 Data Breach.

You must notify Stripe immediately if you become aware of an unauthorized acquisition, modification, disclosure, access to, or loss of Personal Data on your systems.

9.5 Audit Rights.

If Stripe believes that a compromise of data has occurred on your systems, website, or app, Stripe may require you to permit a Stripe approved third-party auditor to audit the security of your systems and facilities. You must fully cooperate with all auditor requests for information or assistance. As between the parties, you are responsible for all costs and expenses associated with these audits. Stripe may share with Financial Services Partners any report the auditor issues.

10. Representations and Warranties.

10.1 Representations and Warranties.

You represent as of the Effective Date, and warrant at all times during the Term, that:

- (a) you have the right, power, and ability to enter into and perform under this Agreement;
- (b) you are a business (which may be a sole proprietor) or a non-profit organization located in the United States and are eligible to apply for a Stripe account and use the Services;
- (c) you have, and comply with, all necessary rights, consents, licenses, and approvals for the operation of your business and to allow you to access and use the Services in compliance with this Agreement and Law;
- (d) your employees, contractors and agents are acting consistently with this Agreement;

(e) your use of the Services does not violate or infringe upon any third-party rights, including IP Rights, and you have obtained, as applicable, all necessary rights and permissions to enable your use of Content in connection with the Services;

(f) you are authorized to initiate settlements to and debits from the User Bank Accounts;

(g) you comply with Law with respect to your business, your use of the Services and Stripe Technology, and the performance of your obligations in this Agreement;

(h) you comply with the Documentation;

(i) you comply with the Financial Services Terms, and are not engaging in activity that any Financial Partner identifies as damaging to its brand;

(j) you do not use the Services to conduct a Restricted Business, transact with any Restricted Business, or enable any individual or entity (including you) to benefit from any Restricted Business;

(k) you own each User Bank Account, and each User Bank Account is located in a Stripe-approved country for the location of your Stripe Account, as described in the Documentation; and

(l) all information you provide to Stripe, including the User Information, is accurate and complete.

10.2 Scope of Application.

Unless this Agreement states to the contrary elsewhere, the representations and warranties in Sections 10.1 and 15.9 of these General Terms apply generally to your performance under this Agreement. Additional representations and warranties that apply only to a specific Service may be included in the Services Terms.

11. Indemnity.

11.1 Stripe IP Infringement.

(a) *Defense and Indemnification.* Stripe will defend you against any IP Claim and indemnify you against all IP Claim Losses.

(b) *Limitations.* Stripe's obligations in this Section 11.1 do not apply if the allegations do not specify that the Stripe Technology, Services, or Mark of Stripe or its Affiliate is the basis of the IP Claim, or to the extent the IP Claim or IP Claim Losses arise out of:

(i) the use of the Stripe Technology or Services in combination with software, hardware, data, or processes not provided by Stripe;

(ii) failure to implement, maintain and use the Stripe Technology or Services in accordance with the Documentation and this Agreement;

(iii) your breach of this Agreement; or

(iv) your negligence, fraud or willful misconduct.

(c) *Process*. You must promptly notify Stripe of the IP Claim for which you seek indemnification; however, any delay or failure to notify will not relieve Stripe of its obligations under this Section 11, except to the extent Stripe has been prejudiced by the delay or failure. You must give Stripe sole control and authority to defend and settle the IP Claim, but (i) you may participate in the defense and settlement of the IP Claim with counsel of your own choosing at your own expense; and (ii) Stripe will not enter into any settlement that imposes any obligation on you (other than payment of money, which Stripe will pay) without your consent. You must reasonably assist Stripe in defending the IP Claim.

(d) *Other Stripe Actions*. Stripe may in its discretion and at no additional expense to you:

(i) modify the Stripe Technology or Services so that they are no longer claimed to infringe or misappropriate IP Rights of a third party;

(ii) replace the affected Stripe Technology or Services with a non-infringing alternative;

(iii) obtain a license for you to continue to use the affected Stripe Technology, Services, or Mark;
or

(iv) terminate your use of the affected Stripe Technology, Services, or Mark upon 30 days' notice.

(e) *Exclusive Remedy*. This Section 11.1 states Stripe's sole liability, and your sole and exclusive right and remedy, for infringement by the Stripe Technology, Services, or Marks of Stripe or its Affiliate, including any IP Claim.

11.2 User Indemnification.

(a) *Defense*. You will defend the Stripe Parties against any Claim made against any of the Stripe Parties to the extent arising out of or relating to:

(i) your breach of any of your representations, warranties or obligations under this Agreement;

(ii) your use of the Services, including use of Personal Data;

(iii) an allegation that any of the Marks you license to Stripe, or your Content, infringes on or misappropriates the rights, including IP Rights, of the third party making the Claim; or

(iv) a User Party's negligence, willful misconduct or fraud.

(b) *Indemnification*. You will indemnify the Stripe Parties against all Stripe Losses arising out of or relating to Claims described in this Section 11.2.

12. Disclaimer and Limitations on Liability.

The following disclaimer and limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

12.1 Disclaimer.

Stripe provides the Services and Stripe Technology "AS IS" and "AS AVAILABLE". Except as expressly stated as a "warranty" in this Agreement, and to the maximum extent permitted by Law, Stripe does not make any, and expressly disclaims all, express and implied warranties and statutory guarantees with respect to its performance under this Agreement, the Services, Financial Partners, the Stripe Technology, Stripe Data and the Documentation, including as related to availability, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising out of any course of dealing, course of performance or usage in trade. The Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to hacking, tampering, or other unauthorized access or use of the Services, your Stripe Account, or Protected Data, or your failure to use or implement anti-fraud or data security measures. Further, the Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to (a) your access to, or use of, the Services in a way that is inconsistent with this Agreement or the Documentation; (b) unauthorized access to servers or infrastructure, or to Stripe Data or Protected Data; (c) Service interruptions or stoppages; (d) bugs, viruses, or other harmful code that may be transmitted to or through the Service (e) errors, inaccuracies, omissions or losses in or to any Protected Data or Stripe Data; (f) Content; or (g) the defamatory, offensive, or illegal conduct of others.

12.2 LIMITATIONS ON LIABILITY.

(a) *Indirect Damages*. To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, tort or other legal or equitable

theory, for any lost profits, personal injury, property damage, loss of data, business interruption, indirect, incidental, consequential, exemplary, special, reliance, or punitive damages, even if these losses, damages, or costs are foreseeable, and whether or not you or the Stripe Parties have been advised of their possibility.

(b) *General Damages.* To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, tort or other legal or equitable theory, for losses, damages, or costs exceeding in the aggregate the greater of (i) the total amount of Fees you paid to Stripe (excluding all pass-through fees levied by Financial Partners) during the 3-month period immediately preceding the event giving rise to the liability; and (ii) \$500 USD.

13. Dispute Resolution; Agreement to Arbitrate.

13.1 Binding Arbitration.

(a) All disputes, claims and controversies, whether based on past, present or future events, arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's IP Rights (which will be resolved in litigation before the United States District Court for the Northern District of California), will be determined by binding arbitration in San Francisco, California before a single arbitrator.

(b) The American Arbitration Association will administrate the arbitration under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 USD (excluding interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 USD (excluding interest, attorneys' fees and arbitration fees and costs), and in other cases where the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply.

(c) The arbitrator will apply the substantive law of the State of California and of the United States, excluding their conflict or choice of law rules.

(d) Nothing in this Agreement will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(e) The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this Section 13 referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. Sections 1-16) will govern any arbitration conducted in accordance with this Agreement.

13.2 Arbitration Procedure.

(a) A party must notify the other party of its intent to commence arbitration prior to commencing arbitration. The notice must specify the date on which the arbitration demand is intended to be filed, which must be at least 30 days after the date of the notice. During this time period, the parties will meet for the purpose of resolving the dispute prior to commencing arbitration.

(b) Subject to Section 13.2(a), each party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, stating the subject of the dispute and the relief requested.

(c) Subject to the disclaimers and limitations of liability stated in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of California. In making a determination, the arbitrator will not have the authority to modify any term of this Agreement. The arbitrator will deliver a reasoned, written decision with respect to the dispute to each party, who will promptly act in accordance with the arbitrator's decision. Any award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in San Francisco, California. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

(d) In accordance with the AAA Rules, the party initiating the arbitration is responsible for paying the applicable filing fee. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or relating to this Agreement, the arbitrator will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

13.3 Confidentiality.

The parties will keep confidential the existence of the arbitration, the arbitration proceeding, the hearing and the arbitrator's decision, except (a) as necessary to prepare for and conduct the arbitration hearing on the merits; (b) in connection with a court application for a preliminary remedy, or confirmation of an arbitrator's decision or its enforcement; (c) Stripe may disclose

the arbitrator's decision in confidential settlement negotiations; (d) each party may disclose as necessary to professional advisors that are subject to a strict duty of confidentiality; and (e) as Law otherwise requires. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration, except as Law requires or if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

13.4 Conflict of Rules.

In the case of a conflict between the provisions of this Section 13 and the AAA Rules, the provisions of this Section 13 will prevail.

13.5 Class Waiver.

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

13.6 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

14. Modifications to this Agreement.

Stripe may modify all or any part of this Agreement at any time by posting a revised version of the modified General Terms (including the introduction to this Agreement and the Definitions), Services Terms or terms incorporated by reference on the Stripe Legal Page or by notifying you. The modified Agreement is effective upon posting or, if Stripe notifies you, as stated in the notice. By continuing to use Services after the effective date of any modification to this Agreement, you agree to be bound by the modified Agreement. It is your responsibility to check the Stripe Legal Page regularly for modifications to this Agreement. Stripe last modified these General Terms on the date listed under the "General Terms" heading, and each set of Services Terms on the date listed under the heading for those terms. Except as this Agreement (including

in this Section 14) otherwise allows, this Agreement may not be modified except in a writing signed by the parties.

15. General Provisions.

15.1 Electronic Communications.

By accepting this Agreement or using any Service, you consent to electronic communications as described in the [E-SIGN Disclosure](#), which is incorporated into this Agreement by this reference.

15.2 Notices and Communications.

(a) *Notices to Stripe.* Unless this Agreement states otherwise, for notices to Stripe, you must [contact us](#). A notice you send to Stripe is deemed to be received when Stripe receives it.

(b) *Communications to you.* In addition to sending you a Communication electronically as Section 15.1 of these General Terms describes, Stripe may send you Communications by physical mail or delivery service to the postal address listed in the applicable Stripe Account. A Communication Stripe sends to you is deemed received by you on the earliest of (i) when posted to the Stripe Website or Stripe Dashboard; (ii) when sent by text message or email; and (iii) three business days after being sent by physical mail or when delivered, if sent by delivery service.

15.3 Legal Process.

Stripe may respond to and comply with any Legal Process that Stripe believes to be valid. Stripe may deliver or hold any funds or, subject to the terms of Stripe's Privacy Policy, any data as required under the Legal Process, even if you are receiving funds or data on behalf of other parties. Where Law permits, Stripe will notify you of the Legal Process by sending a copy to the email address in the applicable Stripe Account. Stripe is not responsible for any losses, whether direct or indirect, that you may incur as a result of Stripe's response or compliance with a Legal Process in accordance with this Section 15.3.

15.4 Collection Costs.

You are liable for all costs Stripe incurs during collection of any amounts you owe under this Agreement, in addition to the amounts you owe. Collection costs may include attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related cost.

15.5 Interpretation.

(a) No provision of this Agreement will be construed against any party on the basis of that party being the drafter.

(b) References to “includes” or “including” not followed by “only” or a similar word mean “includes, without limitation” and “including, without limitation,” respectively.

(c) Except where expressly stated otherwise in a writing executed between you and Stripe, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services.

(d) All references in this Agreement to any terms, documents, Law or Financial Services Terms are to those items as they may be amended, supplemented or replaced from time to time. All references to APIs and URLs are references to those APIs and URLs as they may be updated or replaced.

(e) The section headings of this Agreement are for convenience only, and have no interpretive value.

(f) Unless expressly stated otherwise, any consent or approval that may be given by a party (i) is only effective if given in writing and in advance; and (ii) may be given or withheld in the party’s sole and absolute discretion.

(g) References to “business days” means weekdays on which banks are generally open for business. Unless specified as business days, all references in this Agreement to days, months or years mean calendar days, calendar months or calendar years.

(h) Unless expressly stated to the contrary, when a party makes a decision or determination under this Agreement, that party has the right to use its sole discretion in making that decision or determination.

(i) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

15.6 Waivers.

To be effective, a waiver must be in a writing signed by the waiving party. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party’s rights to subsequently enforce the provision.

15.7 Force Majeure.

Stripe and its Affiliates will not be liable for any losses, damages, or costs you suffer, or delays in Stripe or its Affiliates' performance or non-performance, to the extent caused by a Force Majeure Event.

15.8 Assignment.

You may not assign or transfer any obligation or benefit under this Agreement without Stripe's consent. Any attempt to assign or transfer in violation of the previous sentence will be void in each instance. If you wish to assign this Agreement, please [contact us](#). Stripe may, without your consent, freely assign and transfer this Agreement, including any of its rights or obligations under this Agreement. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

15.9 Export Control.

You must not use or otherwise export, re-export or transfer the Stripe Technology except as authorized by United States law and the laws of the jurisdiction(s) in which the Stripe Technology was distributed and obtained, including by providing access to Stripe Technology (a) to any individual or entity ordinarily resident in a High-Risk Jurisdiction; or (b) to any High-Risk Person. By using the Stripe Technology, you represent as of the Effective Date and warrant during the Term that you are not (x) located in or organized under the laws of any High-Risk Jurisdiction; (y) a High-Risk Person; or (z) owned 50% or more, or controlled, by individuals and entities (i) located in or, as applicable, organized under the laws of any High-Risk Jurisdiction; or (ii) any of whom or which is a High-Risk Person. You must not use the Stripe Technology for any purposes prohibited by Law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

15.10 No Agency.

Each party to this Agreement, and each Financial Partner, is an independent contractor. Nothing in this Agreement serves to establish a partnership, joint venture, or general agency relationship between Stripe and you, or with any Financial Partner. If this Agreement expressly establishes an agency relationship between you as principal and Stripe or its Affiliate as agent, the agency conferred, including your rights as principal and Stripe's or its Affiliate's obligations as agent, is limited strictly to the stated appointment and purpose and implies no duty to you, or Stripe or its Affiliate, and will in no event establish an agency relationship for tax purposes.

15.11 Severability.

If any court or Governmental Authority determines a provision of this Agreement is unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provision were not present, and that any partially valid and enforceable provision be enforced to the extent that it is enforceable.

15.12 Cumulative Rights; Injunctions.

The rights and remedies of the parties under this Agreement are cumulative, and each party may exercise any of its rights and enforce any of its remedies under this Agreement, along with all other rights and remedies available to it at law, in equity or under the Financial Services Terms. Any material breach by a party of Section 7 or Section 8 of these General Terms could cause the non-breaching party irreparable harm for which the non-breaching party has no adequate remedies at law. Accordingly, the non-breaching party is entitled to seek specific performance or injunctive relief for the breach.

15.13 Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the Services, and supersedes all prior and contemporaneous agreements and understandings.

Definitions

“AAA Rules” means the American Arbitration Association’s Commercial Arbitration Rules as described in Section 13.1(b) of the General Terms.

“ACH Network” means the automated clearinghouse payment network that the member organizations of Nacha control and manage.

“Acquirer Terms” means the terms that a Payment Method Acquirer has specified that apply to that Payment Method Acquirer’s services, located on or accessible from the Stripe Legal Page.

“Activity” means any action taken on or related to a Connected Account that a Stripe Connect Platform or a Connected Account initiates, submits or performs, either through the Stripe Technology or through the Stripe Connect Services, including communication regarding the Services as related to that Connected Account.

“Affiliate” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.

“Apps on Devices” means the application management and distribution service and developer tools provided by Stripe that enable you to deploy Stripe Apps on Stripe Terminal Products.

“Asset Account” means the account in which funds are maintained to support the extension of credit in connection with the Stripe Issuing Programs, which is, depending on which Stripe Issuing Program you participate in, your Issuing top-up balance, your Acquiring Receivables balance (as defined in the applicable Issuing Bank Terms), or your Financial Account.

“Authorized Purpose” means the purpose approved by Stripe under Section 2.1 of the Stripe Financial Connections Terms for which you may collect, use, disclose and process Connections Data.

“Available Treasury Balance” means the amount of funds that is available to be transferred or paid out of a Financial Account.

“Beneficiary” means a business entity (i.e., not a natural person) that is an intended beneficiary of a Retirement or Retirement Services.

“Beta” means “proof of concept,” “beta,” “pilot,” “invite only” or similar designation.

“Beta Service” means any Beta portion of the Services or Stripe Technology.

“Carbon Removal Unit,” or **“CRU,”** means a specified amount of carbon dioxide removed from the atmosphere that is acquired via Offtake Agreements. CRUs may be either a full or a partial ton.

“Card” has the meaning given to it in the applicable Issuing Bank Terms.

“Card Authorized User” means an individual a Stripe Issuing Account holder authorizes to use a Card to make Card Transactions on the Stripe Issuing Account holder’s behalf (e.g., the Stripe Issuing Account holder’s employee or representative).

“Card Authorized User Terms” means the terms governing a Card Authorized User’s use of a Card.

“Card Network” means a payment card network, including the network operated by each of Visa, Mastercard, American Express and Discover.

“Card Network Rules” means the Payment Method Rules published by a Card Network.

“Card Transaction” has the meaning given in the applicable Issuing Bank Terms.

“**CCPA**” means California Consumer Privacy Act of 2018, Cal. Civ. Code Sections 1798.100-1798.199.

“**Change of Control**” means (a) an event in which any third party or group acting together, directly or indirectly, acquires or becomes the beneficial owner of, more than 50% of a party’s voting securities or interests; (b) a party’s merger with one or more third parties; (c) a party’s sale, lease, transfer or other disposal of all or substantially all of its assets; or (d) entering into of any transaction or arrangement that would have the same or similar effect as a transaction referred to in the foregoing (a)-(c); but, does not include an initial public offering or listing.

“**Claim**” means any claim, demand, government investigation or legal proceeding made or brought by a third party.

“**Climate API**” means the application programming interfaces that facilitate your selection of Retirement Services and any associated CRUs, and the sample code, instructions, requirements, and other guidelines as described in the Documentation.

“**Climate Project**” means a climate project that Stripe funds.

“**Communication**” means any written or electronic transmission of information or communication, including a notice, approval, consent, authorization, agreement, disclosure or instruction.

“**Connected Account**” means (a) a Platform User that has a Stripe account onboarded to a Stripe Connect Platform via the Stripe Connect services; or (b) if the Platform User does not have a Stripe account, then a Platform User to which you have, as a Stripe Connect Platform, sent funds using the Stripe Connect Services.

“**Connected Account Agreement**” means the agreement with Stripe that applies to Connected Accounts (except Payout Recipients), which is accessible on the Stripe Legal Page for the Connected Account’s jurisdiction.

“**Connected Account Data**” means data about Connected Accounts and Activity, which may include Protected Data and Stripe Data.

“**Connections Data**” means data associated with a Connections End User’s financial account that Stripe provides to you through the Stripe Financial Connections Services, which may include account and routing numbers, account ownership information, account balance, and account transactions, from Data Sources.

“Connections End User” means an End User whose Connections Data you request to access, collect, use, and process in connection with the Stripe Financial Connections Services.

“Content” means all text, images, and other content that Stripe does not provide to you and that you upload, publish or use in connection with the Services.

“Control” means direct or indirect ownership of more than 50% of the voting power or equity in an entity.

“Credential Compromise” means an unauthorized access, disclosure or use of your Stripe Account credentials.

“Custodial Account” means a custodial account that SPC maintains, in its name, at the Treasury Bank, for the benefit of all accountholders using the Stripe Treasury Services.

“Custom Account” means a Connected Account enrolled as a Custom account, as described in the Documentation.

“Customer” means an entity or individual who owes payment to you in exchange for you providing goods or services (including charitable services).

“Cut-Off Time” means the time on a business day by which SPC must receive an instruction or Financial Account Transaction request from a Stripe Treasury Accountholder in order to process that instruction or request on the same day.

“Data Source” means an entity that provides financial account information to Stripe.

“Data Processing Agreement” means the data processing agreement located at [www.stripe.com/\[countrycode\]/legal/dpa](http://www.stripe.com/[countrycode]/legal/dpa), where “[countrycode]” means the two-letter abbreviation for the country where your Stripe Account is located.

“Data Warehouse” means a data storage solution listed on the Stripe Website that you select.

“Dispute” means an instruction a Customer initiates to reverse or invalidate a processed Transaction (including “chargebacks” and “disputes” as those terms may be used by Payment Method Providers).

“Documentation” means the sample code, instructions, requirements and other documentation (a) available on the Stripe Website, the first page of which is located at www.stripe.com/docs; and (b) included in the Stripe SDKs.

“Due Diligence Requirements” means requirements imposed by Law that govern, are related to, or are similar to Anti-Money Laundering (AML), Know Your Customer (KYC), Know Your Business (KYB) and Customer Due Diligence (CDD).

“End User” has the meaning given in Stripe’s [Privacy Policy](#).

“End User Rights” means the data privacy rights afforded to End Users under Law, including the CCPA and GDPR.

“End User Service” has the meaning given in the [Stripe End User Terms](#).

“Entry” has the meaning given to it in the Nacha Operating Rules.

“ERISA” means the Employee Retirement Income Security Act of 1974, 29 U.S.C. Chapt. 18.

“Express Account” means a Connected Account enrolled as an Express account, as described in the Documentation.

“Express Consent” means a Connections End User’s express, informed opt-in consent to your collection, use, disclosure, and processing of that Connections End User’s Connections Data for the Authorized Purpose.

“Express Consent UI” means the user interface, including the text and consent mechanism included on that user interface, through which you obtain Express Consents.

“FCRA” means Fair Credit Reporting Act, 15 U.S.C. Section 1681, et seq. and Equal Credit Opportunity Act, 15 U.S.C. Section 1681, et seq.

“FDIC” means Federal Deposit Insurance Corporation.

“FDIC Insurance” means deposit insurance that covers certain types of accounts at FDIC-insured banks.

“Feedback” means ideas, suggestions, comments, observations and other input you provide to Stripe regarding Stripe services and the Stripe Technology.

“Fees” means the fees applicable to the Services.

“Financial Account” means the virtual prepaid access account that SPC or its Affiliates creates for a Stripe Treasury Accountholder as part of the Stripe Treasury Services.

“Financial Account Transaction” means an Entry or other transaction in a Financial Account that adds to or subtracts from the Available Treasury Balance.

“Financial Institution” has the meaning given in the GLBA.

“Financial Partner” means a third party or an Affiliate of Stripe that provides financial services and with which Stripe or its Affiliate interacts to provide the Services.

“Financial Services Terms” means (a) the rules and terms a Financial Partner specifies that apply to that entity’s services; and (b) the PCI Standards.

“Force Majeure Event” means an event beyond the control of Stripe or its Affiliates, including a strike or other labor dispute; labor shortage, stoppage or slowdown; supply chain disruption; embargo or blockade; telecommunication breakdown; power outage or shortage; inadequate transportation service; inability or delay in obtaining adequate supplies; weather; earthquake; fire; flood; act of God; riot; civil disorder; civil or government calamity; epidemic; pandemic; state or national health crisis; war; invasion; hostility (whether war is declared or not); terrorism threat or act; Law; or act of a Governmental Authority.

“Frontier Marketing Collateral” means the marketing and promotional materials and other ancillary documents developed for the purpose of promoting Stripe Climate Orders.

“Frontier Webpage” means <https://www.frontierclimate.com>, as updated from time to time.

“GLBA” means Gramm-Leach Bliley Act, 15 U.S.C. Sections 6802-6809.

“Governmental Authority” means a regulator or other governmental agency or entity with jurisdiction over the Services, Stripe or you, as applicable.

“High-Risk Jurisdiction” means any jurisdiction or administrative region that Stripe has deemed to be of particularly high risk, as identified on the [Stripe Restricted Business List](#).

“High-Risk Person” means any individual or entity that Stripe has deemed to be of particularly high risk, as identified on the [Stripe Restricted Business List](#).

“Hold” means a restriction on the availability of funds in a Financial Account that Stripe or its Affiliate places as a result of delayed funds availability, Legal Process or other reason.

“ID Image” means an image of an individual submitted through the Stripe Identity Services, including an image captured from an individual’s identification document.

“Insolvency Proceeding” means the occurrence of any of the following (or any analogous procedure or step):

- (a) as defined by Law, you are unable (or deemed to be unable) to pay your debts;
- (b) you are the subject of a petition, resolution, order or any other step in relation to winding up, bankruptcy or equivalent proceedings;
- (c) you stop, or threaten to stop, carrying on all or part of your business (except for the purposes of an amalgamation, reconstruction or reorganization);
- (d) you enter into a compulsory or voluntary liquidation, or a liquidator is appointed in relation to you or any of your assets;
- (e) you are the subject of a petition for an administration order or an application for such an order, or a notice of intention to appoint an administrator to you is given, or any other step is taken by any individual or entity with a view to the administration of you under Law;
- (f) a moratorium is agreed or declared with respect to all or part of your debts;
- (g) you enter, or propose to enter, into any compromise or arrangement of your debts with or for the benefit of some or all of your creditors generally, or in respect of a particular type of your debts;
- (h) you begin proceedings or negotiations, or propose or agree, to reschedule, readjust or defer your debts;
- (i) a liquidator, receiver, administrative receiver, administrator, manager or other similar officer is appointed in respect of the whole or any part of your assets;
- (j) an enforcement of any security over, or an execution, attachment, lien, levy, distress or similar procedure is levied against, any of your assets;
- (k) any legal proceeding, corporate action or other procedure or step is taken in connection with appointing an administrator, administrative receiver, receiver, liquidator, manager, trustee in bankruptcy or other similar officer in relation to you or any of your assets; or
- (l) where any User Group Entity or shareholder of a User Group Entity is subject to any of the events listed in this definition.

“IP Claim” means a Claim made against you by a third party alleging that the Stripe Technology, Services or a Stripe Mark provided to and used by you in accordance with this Agreement

infringes or misappropriates the IP Rights of the third party making the Claim, excluding Claims made by Connected Accounts.

“IP Claim Losses” means (a) all amounts finally awarded to the third party making an IP Claim; and (b) all amounts paid to a third party to settle an IP Claim under an agreement approved by Stripe.

“IP Rights” means all copyrights, patents, trademarks, service marks, trade secrets, moral rights and other intellectual property rights.

“IRS” means Internal Revenue Service.

“IRS Code” means Internal Revenue Code, 26 U.S.C. Title 26.

“Issuing Authorized User” has the meaning given to “Authorized User” in the applicable Issuing Bank Terms.

“Issuing Bank” means the Financial Partner, identified in the Issuing Bank Terms for the applicable Stripe Issuing Program, that issues a Card.

“Issuing Bank Terms” means the applicable Issuing Bank’s Financial Services Terms that govern your participation in the applicable Stripe Issuing Program.

“Issuing Complaint” means any expression of dissatisfaction with a product, service, policy, or employee related to a Stripe Issuing Program.

“Law” means all applicable laws, rules, regulations and other binding requirements of any Governmental Authority.

“Legal Process” means a writ of attachment, lien, levy, subpoena, warrant, or other legal order.

“Mark” means a trademark, service mark, design mark, logo or stylized script.

“Multi-Currency Processing” means the ability to have funds settled to a User Bank Account in a currency different from the one in which you accepted payment from a Customer.

“Nacha” means the National Automated Clearinghouse Association.

“Nacha Operating Rules” means the rules Nacha publishes that govern automated clearing house transactions on the ACH Network, located at www.nachaoperatingrulesonline.org.

“Offtake Agreement” means a legally binding contract to buy future tons of carbon dioxide removal at an agreed price if and when delivered.

“Originator” has the meaning given to it in the Nacha Operating Rules.

“Paris Agreement” means the Paris Agreement to the United Nations Framework Convention on Climate Change, U.N. Doc. FCCC/CP/2015/L.9/Rev/1 (Dec. 12, 2015).

“Payment Account Details” means the Payment Method account details for a Customer that the PCI Standards require to be protected, which may include the Customer’s name, and with respect to credit and debit cards, the Customer’s account number, card expiration date, and card verification value or similar security code.

“Payment Method” means a payment method that Stripe accepts as part of the Stripe Payments Services (e.g., a Visa credit card, Klarna).

“Payment Method Acquirer” means an entity that a Payment Method Provider has authorized to (a) sponsor or submit Transactions at the request of merchants to the Payment Method Provider for authorization and clearing; and (b) receive and remit settlement funds for authorized and cleared Transactions.

“Payment Method Provider” means the provider of a Payment Method (e.g., Visa Inc., Klarna Bank AB).

“Payment Method Rules” means the guidelines, bylaws, rules and regulations a Payment Method Provider imposes that describe how a Payment Method may be accepted and used.

“Payment Method Terms” means terms that apply to your acceptance and use of a Payment Method, located on or accessible from the Stripe Website, including on the Stripe Legal Page, and which as of the Effective Date are described on that page as “Payment Method Terms.”

“Payout Delay” means a delay to the Payout Schedule caused by (a) the unavailability of a Financial Partner, Governmental Authority, telecommunications provider or internet service provider; (b) incorrect information, such as a bank account number, provided to Stripe; (c) your equipment, software, or other technology; or (d) a Force Majeure Event.

“Payout Recipient” means a third-party recipient to which Stripe enables you to make payouts via the Stripe Connect Services.

“Payout Schedule” means the schedule available in the Stripe Dashboard that shows the number of business days following the Transaction date that it takes for Stripe to initiate transfer of Transaction settlement funds to a User Bank Account.

“PCI-DSS” means the Payment Card Industry Data Security Standards.

“PCI Standards” means PCI-DSS and Payment Application Data Security Standard (PA-DSS), including successor standards (if any).

“Personal Data” means any information relating to an identifiable natural person that is Processed (as defined in the [Data Processing Agreement](#)) in connection with the Services, and includes “personal data” as defined under EU Regulation (EU) 2016/679 (General Data Protection Regulation) and “personal information” as defined under the CCPA.

“Platform Provider” means the platform that gives you access to the Stripe Issuing Program (if you are a Connected Account or if you otherwise access the Stripe Issuing Program through a platform).

“Platform Provider Agreement” means, collectively, the agreements that a Stripe Connect Platform has with its Connected Accounts.

“Platform Services” means the products and services that Platform Users receive from a Stripe Connect Platform, regardless of whether fees are charged (e.g., web development, customer support or hosting services).

“Platform User” means, where you are acting as a Stripe Connect Platform, a user of your platform.

“Pooled Account” means a pooled account to which Transaction settlement funds are credited.

“Principal Owner” means, with respect to a legal entity, an individual who directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, owns at least 25% of the equity interests of the legal entity.

“Privacy Policy” means any or all of a publicly posted privacy policy, privacy notice, data policy, cookies policy, cookies notice or other similar public policy or public notice that addresses a party’s Personal Data practices and commitments.

“Protected Data” means (a) all User Information that you provide to Stripe; and (b) any Personal Data that Stripe uses when acting as a “Data Processor” (as defined in the Data Processing Agreement) when providing the Services.

“Purchaser” means users that purchase Retirement Services.

“Radar Score” means a numerical risk score or level associated with a Transaction or other related activity that the Stripe Radar Services provides.

“Refund” means an instruction you initiate to provide a full or partial return of funds to a Customer for a processed Transaction.

“Registry” means any carbon offset registry or system that tracks the Retirement of a CRU.

“Representative” means an individual submitting your application for a Stripe Account.

“Reserve” means funds described as such by Stripe, which Stripe holds as security against liabilities you incur under this Agreement.

“Restricted Business” means any category of business or business practice for which a Service cannot be used, as identified on the Stripe Restricted Business List (located on the Stripe Website) for the applicable Service and jurisdiction of your Stripe Account.

“Retire” or **“Retirement”** means the permanent removal of a specified CRU from all applicable carbon markets, as further described in Section 6 below. Retirement may be further governed by the rules of a Registry.

“Retirement Services” means all actions taken to Retire a CRU in the selected Retirement Year.

“Retirement Year” means the year you select, either via the Climate API or in the Dashboard, for a CRU to be Retired.

“Reversal” means the reversal of the settlement of funds for a Transaction.

“Selfie Verification” means the verification of an ID Image using biometric identifiers and facial recognition technology.

“Service” means a service Stripe (or its Affiliate, as applicable) makes available to you under this Agreement.

“Services Terms” means terms in this Agreement that apply to particular Stripe services (e.g., Stripe Payments Terms).

“SDP Data” means data Stripe transfers from your Stripe Account to a Data Warehouse.

“SPC” means Stripe Payments Company, which is a Stripe Affiliate.

“Standard Account” means a Connected Account enrolled as a Standard account, as described in the Documentation.

“Stripe Account” means your Stripe account.

“Stripe API” means all instances of the Stripe application programming interfaces, including all endpoints that enable Stripe users to use Stripe services.

“Stripe App” has the meaning given to that term in the [Stripe Apps Developer Agreement](#).

“Stripe Climate” means a suite of features Stripe provides that are designed to enable you to create and run your own corporate climate program.

“Stripe Climate Funds” means the amount you choose to voluntarily allocate to Climate Projects through Stripe Climate, as a percentage of your revenue or a flat monthly amount, or another method of calculation Stripe accepts.

“Stripe Climate Orders” means (a) the Retirement Services offered to you; (b) access to the Climate API and the Climate Orders portion of the Dashboard; (c) access to the Frontier Marketing Collateral; and (d) all other services provided by Frontier and its Affiliates to facilitate the purchase or the provision of, as applicable, the foregoing, including the integration with the payment processing services provided by Stripe.

“Stripe Connect Platform” means a platform provider that uses the Stripe Connect Services.

“Stripe Connect Services” means (a) if you are a Stripe Connect Platform, the Services that enable you to create and manage Stripe accounts connected to your platform, as described in the Documentation; or (b) if you are a Connected Account, the Services described in the Connected Account Agreement.

“Stripe Dashboard” means the interactive user interface through which a Stripe user may view information about and manage a Stripe account.

“Stripe Data” means data that you obtain via the Services, including (a) information relating to Stripe API interactions via the Stripe Technology; (b) information Stripe uses for security or fraud prevention; and (c) all aggregated information Stripe generates from the Services.

“Stripe Data Pipeline Services” means the Services that enable Stripe to send data from your Stripe Account to your Data Warehouse, as described on the Stripe Website.

“Stripe End User Terms” means the terms that apply to an End User’s use of Stripe’s End User Services located at www.stripe.com/legal/end-users.

“Stripe Financial Connections Services” means the Services that enable you to verify End User financial accounts and the option to receive Connections Data.

“Stripe Identity Services” means the Services that enable Stripe to collect and verify, and Stripe and you to store, information regarding individuals for the purpose of verifying the identity of those individuals.

“Stripe Identity Services Documentation” means the Documentation, along with other documentation that Stripe makes available to you (including via email and the Stripe Dashboard), relating to the Stripe Identity Services.

“Stripe Issuing Account” means the account an Issuing Bank maintains for a Stripe Issuing Accountholder, and each subaccount to that account.

“Stripe Issuing Accountholder” means a business or organization that has successfully completed the onboarding requirements described in the Stripe Issuing Accountholder Terms and been approved for a Stripe Issuing Account.

“Stripe Issuing Accountholder Services” means Services that Stripe and its Affiliates make available to Stripe Issuing Accountholders, on behalf of Issuing Banks, and related Stripe services, including (a) integration with Issuing Banks; (b) providing Stripe Issuing Accountholders with access to Cards; (c) enabling Stripe Issuing Accountholders to manage Card spend; and (d) other services described in the Stripe Issuing Accountholder Terms.

“Stripe Issuing Administrator” means the individual that a Stripe Issuing Accountholder appoints to manage its participation in the Stripe Issuing Programs.

“Stripe Issuing Platform Services” means the Services that allow you to co-market the Stripe Issuing Services to your Platform Users and provide access to the Stripe Issuing Services to Accountholders.

“Stripe Issuing Program” means Card issuing services that the applicable Issuing Bank provides under the applicable Issuing Bank Terms, together with the Stripe Issuing Accountholder Services.

“Stripe Issuing Program Guidelines” means all product design, marketing, compliance, reporting, and other guidelines and requirements Stripe and the applicable Issuing Banks establish related to the Stripe Issuing Services, as updated from time to time.

“Stripe Issuing Program Territory” means the Territory, as that term is defined in the applicable Issuing Bank Terms.

“Stripe Legal Page” means [www.stripe.com/\[countrycode\]/legal](http://www.stripe.com/[countrycode]/legal), where “[countrycode]” means the two-letter abbreviation for the country where a Stripe Account is located.

“Stripe Losses” means all amounts awarded to the third party making a Claim, and all penalties, fines, and third-party costs (including legal fees) paid by the Stripe Parties.

“Stripe Parties” means Stripe, Stripe’s Affiliates, and the directors, employees and agents of each.

“Stripe Payments Services” means the Services that enable you to accept and refund Customer payments, perform related financial transactions, and manage Customer disputes.

“Stripe Pricing Page” means [www.stripe.com/\[countrycode\]/pricing](http://www.stripe.com/[countrycode]/pricing), where “[countrycode]” means the two-letter abbreviation for the country where a Stripe Account is located.

“Stripe Radar Data” means the Radar Scores and other data you receive through the Stripe Radar Services.

“Stripe Radar Services” means the Services that are designed to enable you to detect and evaluate the risk that a Transaction or other related activity is fraudulent.

“Stripe SDK” means a software development kit listed on www.github.com/stripe.

“Stripe Tax Data” means data and reporting you receive through the Stripe Tax Services.

“Stripe Tax Services” means the Services that are designed to enable you to determine and calculate the amount, if any, of certain Taxes due in connection with your sale of goods or provision of services to Customers.

“Stripe Technology” means all hardware, software (including software in the Stripe SDKs), application programming interfaces (including the Stripe API), user interfaces (including the Stripe Dashboard), and other technology that Stripe uses to provide and make available the Stripe services.

“Stripe Terminal Documentation” means the Documentation, along with other documentation that Stripe makes available to you (including via email), relating to the Stripe Terminal Services, Stripe Terminal Software or Stripe Terminal Products.

“Stripe Terminal Product” means a device, instrument, piece of equipment or other hardware that (a) Stripe, its Affiliate, or a third-party distributor or reseller authorized by Stripe or its Affiliate supplies to you, which may be a physical Point of Sale (POS) device, accessory, component, or spare part, and the Terminal Device Software installed on that hardware

product; or (b) Stripe approves for use to access the Stripe Terminal Services or the Stripe Technology, or to operate the Stripe Terminal Software.

“Stripe Terminal Services” means the Stripe Payments Services for Transactions processed using a Stripe Terminal Product, together with related services and features as described in the Stripe Terminal Documentation and on the Stripe Website.

“Stripe Terminal Software” means the Terminal Device Software and Terminal SDK.

“Stripe Treasury Accountholder” means a Connected Account, or Stripe Connect Platform using the Stripe Treasury Services for your own business purpose, who has successfully completed the onboarding requirements described in the Stripe Treasury Platform Terms.

“Stripe Treasury Account Information” means Personal Data or business information that a Stripe Connect Platform provides on behalf of its Connected Accounts to enable Stripe and its Affiliates to (a) determine the Connected Accounts’ eligibility to access the Stripe Treasury Services; (b) make the Stripe Treasury Services available to Stripe Treasury Accountholders; and (c) fulfill their responsibilities to applicable Treasury Banks and Treasury Transfer Networks.

“Stripe Treasury Dashboard” means a user interface a Stripe Connect Platform provides that enables a Stripe Treasury Accountholder to manage its Financial Account.

“Stripe Treasury Product Guidelines” means all product design, marketing, compliance, reporting and other guidelines and requirements established by Stripe, its Affiliates or the applicable Treasury Banks from time to time in connection with the Stripe Treasury Services.

“Stripe Treasury Services” means the Services that enable a Stripe Treasury Accountholder to create and maintain a Financial Account where the Stripe Treasury Accountholder can (a) store, spend, and manage funds; and (b) make electronic payments and funds transfers to and from that account.

“Stripe Treasury Territory” means the United States and Puerto Rico.

“Stripe Website” means www.stripe.com.

“Tax” or **“Taxes”** means any applicable taxes and duties imposed by any Governmental Authority, including sales and use tax, excise tax, gross receipts tax, value-added tax (VAT), goods and services tax (GST) (or equivalent transaction taxes) and withholding tax.

“Tax Information Report” means a required tax information return or report, including IRS Form 1099, IRS Form 1042-S, or any other similar form.

“Terminal Device EULA” means the Terminal Device Software License Agreement for end users, the terms of which are incorporated into this Agreement by this reference.

“Terminal Device Software” has the meaning given to it in the Terminal Device EULA.

“Terminal Purchase Terms” means the agreement under which Stripe or its Affiliate supplies the Stripe Terminal Products that you are using.

“Terminal SDK” means the software code that is Stripe Technology and is distributed under the MIT license, test environment, and associated documentation, as described in the Stripe Terminal Documentation and which Stripe makes available at <https://github.com/stripe>, including iOS, Android and JavaScript versions, and including all Updates.

“Third-Party Service” means a service, product, or promotion provided by a third party that utilizes, integrates with or is ancillary to the Services.

“Transaction” means a Payment Method transaction request initiated via the Stripe Technology through which Stripe is directed to capture funds for or from a payer’s associated account with respect to a payment from a Customer to you, and includes the authorization, settlement and if applicable, Disputes, Refunds and Reversals with respect to that Payment Method transaction request.

“Treasury Authorized User” means an individual that a Stripe Treasury Accountholder authorizes to use the Stripe Treasury Services.

“Treasury Bank” means a bank insured by the Federal Deposit Insurance Corporation through which Stripe or its Affiliate holds Stripe Treasury Accountholder funds.

“Treasury Regulatory Requirements” means Law, the rules of the Treasury Transfer Networks and the PCI Standards.

“Treasury Transfer Networks” means the electronic funds transfer networks the Stripe Treasury Services uses, including the ACH Network, credit card networks, and debit card networks.

“Update” means a modification, feature enhancement or update to the Services or Stripe Technology that requires you to take some action, which may include changing your implementation of the Services or Stripe Technology.

“User Affiliate Reserve” means funds described as a reserve by Stripe, which Stripe or its Affiliate holds as security against liabilities that any User Group Entity incurs under its agreement with Stripe or an Affiliate of Stripe.

“User Bank Account” means a bank or other financial institution account you identify to Stripe.

“User Compliance Information” means information about you that Stripe requires to comply with Law, and Governmental Authority and Financial Partner requirements, and may include information (including Personal Data) about your representatives, beneficial owners, principals and other individuals associated with you or your Stripe Account.

“User Financial Information” means (a) information about you that Stripe requires to assess your business and financial condition and outstanding credit exposure, including financial statements (and, where applicable, unaudited management accounts including a profit and loss account, balance sheet and cash-flow statement) and supporting documentation (including bank statements); (b) information and supporting documentation to enable Stripe to calculate your risk of loss; and (c) all other information Stripe requests to assess your risk and ability to perform your obligations under this Agreement.

“User Group” means (a) you; (b) any entity or individual that Stripe reasonably determines is associated with you; and (c) each of your and their Affiliates; that has entered into an agreement with Stripe (or an Affiliate of Stripe) under which Stripe or its Affiliate provides services.

“User Group Entity” means an individual or entity that is part of the User Group (including you).

“User Information” means User Compliance Information and User Financial Information.

“User Materials” means (a) all Mark or other materials that you or a Stripe Issuing Accountholder wish to place on Cards; or (b) all other materials that you provide to Stripe for the purposes of the Stripe Issuing Programs.

“User Party” means you, your Affiliate, or a director, employee or agent of you or your Affiliate.

“Verifiable Individual” means an individual whose Verification Data is submitted through the Stripe Identity Services.

“Verification Data” means all data, information, photos, ID Images, and documents (including copies of documents) submitted through the Stripe Identity Services.

Services Terms

Stripe Payments

Last modified: August 22, 2022

1. Stripe Payments Services.

These terms (“**Stripe Payments Terms**”) supplement the General Terms and govern your use of the Stripe Payments Services.

2. Your Business.

You are solely responsible for the nature and quality of the goods and services you provide (or if you accept donations, the intended use of those donations), and for Transaction receipts, delivery, support, refunds, returns, and for all other ancillary services you provide to Customers. You are solely responsible for verifying each Customer’s identity, determining a Customer’s eligibility and authority to complete a Transaction, and all other issues related to your goods and services and business activities.

3. Payment Methods and Transactions.

3.1 Acceptance and Use Requirements.

As part of the Stripe Payments Services, you may accept payment from Customers using various Payment Methods by submitting Transactions to Stripe through the Stripe Technology. All Payment Methods have specific requirements for their acceptance and use. These requirements may be incorporated into the Stripe API and other Stripe Technology, and may be described in the Documentation, the Payment Method Rules and Payment Method Terms. You must comply with all of these acceptance and use requirements.

3.2 Payment Method Rules and Payment Method Terms.

Your acceptance and use of a Payment Method may be subject to Payment Method Rules, Payment Method Terms, or both. Using the Stripe Payments Services to accept a Payment Method or submit a Transaction constitutes your acceptance of the applicable Payment Method Rules and Payment Method Terms (if any). Payment Method Rules and Payment Method Terms are Financial Services Terms for purposes of this Agreement. In the event of any inconsistency between any provision of this Agreement and the Payment Method Rules or Payment Method Terms, the applicable Payment Method Rules or Payment Method Terms will prevail to the extent of the inconsistency. The Payment Method Terms and Payment Method Rules may be amended from time to time. Your continuing use of the applicable Stripe Payments Services constitutes your agreement to those amended terms.

3.3 Payment Method Acquirers.

Some Payment Method Providers require that their Payment Methods be accepted only through a Payment Method Acquirer, which may be Stripe, its Affiliate, or a Financial Partner. Some of these Payment Method Providers, such as Visa and Mastercard, require you to enter into Acquirer Terms, which will (a) identify the Payment Method Acquirer responsible for Transactions using the Payment Method Acquirer's Payment Method; and (b) establish a direct contractual relationship and terms between you and the Payment Method Acquirer, as the Acquirer Terms further describe. The Acquirer Terms, which are Financial Services Terms for purposes of this Agreement, describe the Payment Methods to which they apply, and when they go into effect. The Payment Method Acquirers for Visa and Mastercard Transactions are Cross River Bank, Goldman Sachs Bank USA, PNC Bank, N.A. and Wells Fargo Bank, N.A. By using the Stripe Payments Services to submit Visa or Mastercard Transactions, you agree to the [Cross River Bank Acquirer Terms](#), the [PNC Bank Acquirer Terms](#) and the [Wells Fargo Bank Acquirer Terms](#). Stripe may add or remove Payment Method Acquirers at any time.

3.4 Payment Methods and Payment Method Providers.

Irrespective of whether Acquirer Terms apply, your acceptance and use of the Payment Method may also be subject to Payment Method Rules or Payment Method Terms (or both), as Section 3.2 of these Stripe Payments Terms describes. Payment Method Providers are Financial Partners for purposes of this Agreement, and Payment Method Providers may enforce the terms of this Agreement directly against you with respect to that Payment Method Provider's Payment Method(s). A Payment Method Provider or Payment Method Acquirer may terminate your ability to accept a Payment Method at any time and for any reason, in which case you will no longer be able to accept that Payment Method under this Agreement. Stripe may add or remove Payment Method Providers at any time.

3.5 Card Transactions.

(a) *Card Network Rules.* When accepting payment card Transactions, you must comply with all applicable Card Network Rules, including the [Visa Rules](#) specified by Visa, the [Mastercard Rules](#) specified by Mastercard, and the [American Express Merchant Operating Guide](#) specified by American Express. Each Card Network may amend its Card Network Rules at any time without notice to you.

(b) *Location and Identification.* You may only accept payment card Transactions in locations authorized by Stripe and the applicable Card Network. The Card Networks may request information and certification relating to your location, and make a final determination of your location. You must prominently and clearly disclose your name, address, and country location to Customers before Customers are prompted to provide payment card information. You must ensure that Customers understand that you are responsible for the Transactions. You must not

act as or hold yourself out as a payment facilitator, intermediary or aggregator, or otherwise resell the Stripe Payments Services.

(c) *Use of Cash.* You must not provide cash refunds for a completed Transaction made with a payment card, unless required by Law. You must not use Stripe Payments Services for any transaction for a cash disbursement or purchase of cash vouchers without approval from Stripe. You must not permit Customers to use payment cards to disburse cash to a third party, except to the extent the Card Network Rules permit.

(d) *Debt Repayment.* You must not accept payment card Transactions (i) to collect or refinance existing debt that you have deemed uncollectible or that is uncollectible by Law; (ii) for previous card charges; or (iii) to collect a dishonored check. Debt repayment is only permitted when performed in compliance with the Card Network Rules.

(e) *Surcharging.* The Card Network Rules limit your ability to (i) discriminate by payment card brand or type, charge surcharges or other fees, or Taxes for acceptance of payment cards; and (ii) provide discounts. Except to the extent the Card Network Rules or Law permits, you must not charge surcharges or other fees, or Taxes for accepting payment cards. You must notify Stripe at least 60 days before you intend to charge these fees or Taxes, and must collect them only as part of the submitted amount of the Transaction.

(f) *Use of Payment Card Account Data.* You must not request or use a payment card account number for any purpose other than for a Transaction. You must not use payment card account numbers or payment card Transaction data other than as Law, the Card Network Rules and this Agreement permit. You must not store the card verification value (or similar security code) data after card authorization.

(g) *Waiver of Dispute Rights.* You must not require, as a condition to card acceptance, any Customer to waive a right to dispute a Transaction.

(h) *Non-Disparagement.* You must not disparage any Card Network or any of their services, or submit any Transaction that harms any Card Network.

(i) *Audit and Forensic Investigations.* A Card Network may initiate audits and forensic investigations in accordance with its Card Network Rules. You must fully cooperate with these audits and forensic investigations. This subsection (i) will survive termination of this Agreement.

(j) *Security Programs.* You must comply with the Card Networks' security standards, requirements and programs (e.g., the Visa Account Information Security Program), and all Card Network Rules governing the privacy, protection, and your use, storage and disclosure of data.

(k) *Limited Acceptance*. Each Card Network may allow you to accept only a subset of that Card Network's cards, in which case you must follow the Card Network Rules that govern limited acceptance.

(l) *Minimum or Maximum Amounts*. You must not establish minimum or maximum amounts for payment card Transactions, except as the Card Network Rules permit.

(m) *Forms*. You must not require any Customer to complete a form that includes the Customer's signature or any Payment Account Details in plain view when mailed.

3.6 American Express Conversion – Only Applicable to the American Express Card Network.

If your American Express Transaction volume exceeds the applicable threshold amount set by American Express, American Express may convert you to a direct American Express merchant. As a direct American Express merchant, you and American Express will enter into a definitive "American Express Card Acceptance Agreement," which will govern your acceptance of American Express payment cards, and you and American Express must directly agree to your pricing and other fees payable for American Express Transaction processing. Stripe will continue to process your American Express Transactions in accordance with this Agreement, except that Stripe will incorporate the new pricing and fees into the applicable Stripe fees.

3.7 Data Sharing.

Stripe may share information about your Stripe Account, including User Information, with Payment Method Providers and Payment Method Acquirers as Stripe believes necessary to verify your eligibility to use the Stripe Payments Services, establish any necessary accounts or credit with Payment Method Providers and Payment Method Acquirers, monitor Transactions and other activity, and conduct risk management and compliance reviews. Stripe may also share data, including Protected Data, with Payment Method Providers and Payment Method Acquirers, and they may use and share this data, for the purpose of assessing your compliance with Financial Services Terms and facilitating Stripe's, the Payment Method Providers', and the Payment Method Acquirers' compliance with Law, Payment Method Rules and Payment Method Terms. Stripe may periodically review your Stripe Account information to verify that you are eligible to use the Stripe Payments Services.

3.8 Customer Communication.

When using the Stripe Payments Services you must, with respect to Customers (a) accurately communicate and not misrepresent the nature, amount and currency of each Transaction prior to submitting it for processing; (b) provide a receipt that accurately describes each Transaction;

(c) provide a meaningful way to contact you in the event that your goods or services are not provided as described; (d) not use the Stripe Payments Services to sell goods or services in a manner that is unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance; (e) inform Customers that Stripe and its Affiliates process Transactions for you; and (f) if you are collecting authorizations electronically, ensure that Customers consent to electronic signatures and delivery of communications in accordance with Law. If you engage in Transactions with Customers who are individuals (i.e., consumers), you must provide the disclosures Law requires, and must not engage in unfair, deceptive, or abusive acts or practices.

3.9 Requirements Imposed by Payment Method Rules.

As required by the Payment Method Rules (a) as between the parties, each party is responsible for the acts and omissions of its employees, contractors and agents; and (b) unless a Payment Method Provider agrees, you do not have the ability to bind a Payment Method Provider to any contract or obligation, and you must not represent that you have that ability. The Payment Method Rules require you to meet data quality requirements for certain categories of Transaction data as specified in those rules. With respect to this data, you must comply with the technical specifications mandated by the Payment Method Providers, and you must ensure that this data is processed promptly, accurately and completely. You must maintain and make available to Customers a fair and neutral refund and exchange policy, and clearly explain the process by which Customers can receive a Refund. Payment Method Providers retain all IP Rights in their Marks, and you must not contest any Payment Method Provider's IP Rights in their Marks. You may only use Payment Method Providers' Marks in a manner consistent with the Payment Method Rules, and you must promptly comply with all instructions from Stripe regarding use or presentation of Payment Method Providers' Marks. You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds and all other issues related to your goods and services and business activities.

3.10 Stripe Radar; Your Responsibility for Transactions.

The Stripe Radar Services may be enabled by default and are governed by the Stripe Radar Terms. If you do not wish to use the Stripe Radar Services in connection with Stripe Payments Services, you must [contact Stripe support](#) to disable it. You are solely responsible for all losses you and the Stripe Parties incur due to erroneous and fraudulent Transactions that occur in connection with your use of the Services, including as a result of (a) lost or stolen payment credentials or the details of any accounts that are used to purchase goods or services from you;

(b) any changes to the User Bank Accounts; and (c) any unauthorized use of, or access or modification to, your Stripe Account.

4. Processing Transactions.

4.1 Payment Authorization Requests.

To enable Stripe to process Transactions for you, you authorize and direct Stripe, its Affiliates, Payment Method Providers and Payment Method Acquirers to receive and settle, as applicable, settlement funds owed to you through your use of the Stripe Payments Services. You may only submit Transactions that Customers authorize, and only after the applicable goods have been shipped or services provided to the Customer; except, you may submit a Transaction before goods have been shipped or services have been provided to the Customer where the Customer has authorized a Transaction for a partial or full prepayment for goods or services to be provided at a future time, or you have obtained the Customer's consent. You must not proceed with a Transaction if (a) you know or should have known that the Transaction was fraudulent, not authorized by the Customer, or illegal in your or your Customer's jurisdiction; (b) you receive a response declining to authorize the Transaction; or (c) the Customer's ability to use a Payment Method has expired or is no longer valid. You must not split payment for a single transaction into multiple Transactions except as the Payment Method Rules, Payment Method Terms and Acquirer Terms expressly permit. You must not submit any Transaction that duplicates a Transaction that is subject to a Dispute, or was previously disputed and subsequently resolved in your favor. Stripe may refuse to process, or condition or suspend any Transaction that Stripe believes (x) may violate this Agreement or other agreement you have with Stripe (if any); (y) is unauthorized, fraudulent or illegal; or (z) exposes, or is likely to expose, Stripe, you or others to unacceptable risk.

4.2 Pooled Accounts.

You appoint Stripe and Stripe's Affiliate, SPC, as your agents for the limited purpose of directing, receiving, holding and settling funds under this Agreement. All settlement funds Stripe or, as applicable, SPC receives for Transactions are combined with settlement funds held for other users and credited to Pooled Accounts at one or more Financial Partners. Once Stripe or SPC (as applicable) receives funds for a Transaction on your behalf, the relevant Customer has no further obligation to make payments to you with respect to that Transaction, regardless of whether and when Stripe or SPC (as applicable) settles those funds to you. If Stripe or SPC (as applicable) does not settle funds due to you under this Agreement, you will have recourse only against Stripe or SPC (as applicable) and not the relevant Customer. Stripe will promptly update your Stripe Account balance to reflect processed Transactions. If, in the capacity as your agent, Stripe or its Affiliate provide a receipt for a Transaction to the applicable Customer, that receipt

is binding on you. Stripe and its Affiliates (as applicable) may invest funds held in a Pooled Account as described in Section 5.2 of the General Terms. You have no rights to any Pooled Account, or earnings generated by funds held in any Pooled Account, and are not entitled to draw funds from any Pooled Account.

4.3 Transaction Settlement Funds.

Stripe will transfer settlement funds for Transactions, net of Fees, Disputes, Refunds, Reversals and other amounts owed to Stripe, from the applicable Pooled Account to the applicable User Bank Account within the time period stated in the Payout Schedule, unless a Payout Delay occurs and affects the transfer initiation, or Stripe exercises a right under this Agreement to withhold or delay the transfer. However, Stripe may impose an additional holding period before making the initial settlement to a User Bank Account.

4.4 Sending Funds to Third-Party Recipients.

Stripe may offer you the ability to send to a third party funds owed to you as you instruct Stripe (including by sending all or part of the positive balance in your Stripe Account to that third-party recipient's Stripe account or bank account), instead of settling funds to a User Bank Account. If Stripe or SPC sends funds to a third-party recipient (or sends all or part of the balance in a Stripe Account to the third-party recipient's Stripe account or bank account), which may include the use of a payment intermediary operating on your behalf, as you instructed, this satisfies Stripe's and SPC's obligations (and all applicable Payment Method Provider and Payment Method Acquirer obligations) to settle funds to you.

4.5 Settlement Fees.

Stripe is not responsible for any fees imposed by banks to which Stripe transferred funds, including the banks that hold the User Bank Accounts and the third-party recipient accounts.

4.6 Subscriptions and Invoicing.

If you use the Services to submit recurring or subscription Transactions, then before submitting the initial Transaction, you must (a) inform each Customer that the relevant Transactions will occur on an ongoing basis; and (b) explain the method for canceling the Customer's recurring billing or subscription. If you use the Services to issue invoices to Customers, you must ensure that the form and content of the invoices comply with Law and are sufficient to achieve the legal or tax effects that you are trying to achieve.

4.7 Third-Party Processors.

If you engage a third-party processor to create and deliver a payment card transaction directly to a Card Network, then you may be able to specify that Stripe will clear and settle the transaction via the Stripe Payments Services. If you intend to use the Stripe Payments Services in this way, you first must [contact us](#). When using the Stripe Payments Services in this way, you assume the risk of the third-party processor improperly delivering the transaction to the Card Network. You understand that Stripe will only clear and settle funds to you for transactions that the relevant Card Network actually receives. As between you and Stripe, you are responsible for any failure by a third-party processor to comply with the applicable Card Network Rules.

5. Actions Stripe May Take in Processing Transactions.

5.1 Reconciliation and Responsibility.

As between the parties, and except as required by Law, you are responsible for reviewing your Transaction history for accuracy and completeness, and reconciling your Transaction history with the history of transfers from the Pooled Accounts to the User Bank Accounts. If you find an error when you reconcile your Transaction history, Stripe will reasonably cooperate with you to investigate and help correct that error as long as you notify Stripe of the error within 60 days after the error appears in your Transaction history. If Stripe finds an error in your Transaction history, Stripe may correct the error by crediting or debiting the User Bank Accounts.

5.2 Negative Balances.

If your Stripe Account balance (or the Stripe Account balance of any User Group Entity) is negative, or does not contain funds sufficient to pay amounts that you (or a User Group Entity) owe to Stripe, its Affiliates or Customers, then without limiting Stripe's rights under Sections 4.2 and 4.3 of the General Terms, Stripe may debit the User Bank Accounts by the amount necessary to collect, and pay out to Customers if applicable, the amounts you owe.

5.3 Disputes; Refunds; Reversals.

Notwithstanding anything to the contrary in this Agreement, you are liable to Stripe for the full amount of all Disputes (unless and until a Dispute is resolved to final disposition in your favor according to applicable Payment Method Rules and the Documentation), Refunds and Reversals regardless of the reason or timing.

(a) *Disputes.* Stripe may delay or withhold paying out a Transaction amount from funds owed to you under this Agreement if Stripe believes that a Dispute is likely to occur with respect to that Transaction. Stripe may delay or withhold paying out amounts subject to an actual Dispute until the Payment Method Provider resolves the Dispute.

(b) *Refunds*. If you intend to issue a Refund to a Customer, you must initiate a Refund instruction via the Services within 5 days after informing the Customer of your intention. Stripe may refuse to act upon a Refund instruction, or delay executing the instruction, if you are the subject of an Insolvency Proceeding, it would cause a negative balance in your Stripe Account or if Stripe believes that there is a risk you will not meet your liabilities under this Agreement.

(c) *Reversals*. Without limiting Stripe's rights under Sections 5.4 - 5.6 of these Stripe Payments Terms, Stripe may initiate a Reversal if:

(i) the Payment Method Provider invalidates the Transaction;

(ii) you receive funds in error for any reason;

(iii) you were not authorized to accept the Transaction;

(iv) you receive funds related to activities that violated this Agreement, Law or Financial Services Terms; or

(v) a Payment Method Provider or Payment Method Acquirer requires Stripe to do so under the applicable Financial Services Terms.

5.4 Stripe Remedies – Specific Triggers.

Stripe may exercise any or all of the remedies stated in Section 5.6 of these Stripe Payments Terms if Stripe determines that a User Group Entity:

(a) has incurred or is likely to incur excessive Disputes, Refunds or Reversals;

(b) has submitted one or more Transactions for goods or services not immediately deliverable to the Customer without first obtaining Stripe's consent;

(c) has a negative Stripe Account balance;

(d) has experienced or is likely to experience a change in the average time between the initial charge and fulfillment of Customer orders that Stripe considers to be material;

(e) has experienced an Insolvency Proceeding or is likely to become the subject of an Insolvency Proceeding;

(f) has experienced or is likely to experience a deterioration of its business or financial condition that Stripe considers to be material;

(g) has breached or is likely to breach, or has caused or is likely to cause Stripe to breach, this Agreement (or any other Stripe services agreement with Stripe or its Affiliate) or the Financial Services Terms applicable to the User Group Entity's use of the Services;

(h) has violated or is likely to violate Law or Financial Services Terms;

(i) has caused or is likely to cause Stripe to violate Law or Financial Services Terms;

(j) has experienced or is likely to experience a Change of Control;

(k) has, either itself or by way of its employees, agents, directors or contractors, initiated Transactions or undertaken any other action that is or is likely to be fraudulent, suspicious or involve criminal activity;

(l) has, without Stripe's prior consent, changed its business model (including services supplied by a User Group Entity to its customers), exposing Stripe to increased risk; or

(m) has acted in a manner or engaged in business, trading practice or other activity that presents an unacceptable risk.

5.5 Stripe Remedies – General Trigger.

Stripe may exercise any or all of the remedies stated in Section 5.6 of these Stripe Payments Terms if (a) Stripe reasonably determines that Stripe may incur losses resulting from credit, fraud, criminal activity or other risks associated with a User Group Entity after these Stripe Payments Terms terminate; or (b) Law requires.

5.6 Stripe Remedies – Scope.

Stripe may, in accordance with Sections 5.4 and 5.5 of these Stripe Payments Terms:

(a) initiate Reversals;

(b) change the Payout Schedule or delay or cancel the payout of settlement funds to the User Bank Accounts;

(c) establish, fund and use a Reserve;

(d) debit the User Bank Accounts or the bank or financial institution accounts of any or all User Group Entities;

(e) suspend or terminate your ability to accept or process Transactions;

(f) refuse to process Transactions, including Refunds; and

(g) setoff or recoup all liability that Stripe reasonably determines you owe under this Agreement or other agreements you have with Stripe or its Affiliate, whether the liability is matured, unmatured, liquidated or unliquidated.

5.7 Reserve.

If Stripe establishes a Reserve, Stripe will notify you of the Reserve terms. Stripe may change the Reserve terms (a) if Stripe believes that there is, or is likely to be, a change in the underlying risk presented by the User Group's use of Stripe services; or (b) as a Payment Method Acquirer or Payment Method Provider requires. You have no legal or equitable right or interest in any Reserve, in the funds held in any Reserve, or earnings generated by funds held in any Reserve, and are not entitled to draw funds from any Reserve. If you become subject to an Insolvency Proceeding, funds held in a Reserve will not be part of any estate created in connection with that Insolvency Proceeding. Stripe may fund the Reserve through any or all of:

(x) funds you provide upon Stripe's request;

(y) amounts Stripe or its Affiliate owes to any User Group Entity for Transactions that the User Group accepts through the Stripe Payments Services; or

(z) debiting the User Bank Accounts or the bank or financial institution accounts of any or all User Group Entities.

5.8 Security Interest.

You grant Stripe a lien on and security interest in your interest, if any, in (a) all funds owed to you for Transactions (including future Transactions and all funds that Stripe holds on your behalf); and (b) all rights to receive credits and payments under this Agreement. You must execute all documents and provide all authorizations that Stripe reasonably requests for the purpose of creating, perfecting (including filing relevant documents), maintaining and enforcing this lien and security interest, even if the request is made after your Stripe Account balance becomes negative.

5.9 Credit Support Requirement.

Stripe may require that you provide a guarantee (including a personal, parent or bank guarantee) or letter of credit in a form and substance that satisfies Stripe. In this event, Stripe will inform you of the amount of and the reasons for the requirement. If you are unable to

satisfy the requirement when Stripe requires you to do so, Stripe may suspend or terminate your access to the Services.

6. Multi-Currency Processing.

Stripe may offer Multi-Currency Processing. To use Multi-Currency Processing, you must provide to Stripe a valid bank account for each currency for which you request settlement, based on the list of available settlement currencies stated in the Documentation. Each of these bank accounts is a User Bank Account for the purposes of this Agreement. If you use Multi-Currency Processing, Stripe will identify at the time of each applicable Transaction the conversion rate that will apply to the Transaction. In the event of a Refund, the conversion rate that will be used to calculate the Refund will be the rate in effect at the time of the Refund.

7. Post-Termination Obligations.

7.1 Completion of Transactions.

Following termination of these Stripe Payments Terms, you must fulfill your obligations related to existing Transactions, not accept new Transactions via the Services, and remove all Marks of Stripe, its Affiliate or a Financial Partner from your website (unless permitted under a separate license with the applicable Financial Partner). Stripe will complete Transactions initiated before termination as long as Stripe would have completed those Transactions were these Stripe Payments Terms still in place (e.g., Stripe will not complete a Transaction if a Financial Partner prohibits Stripe from doing so). Termination does not affect your responsibility for Transactions described in Section 3 of these Stripe Payments Terms.

7.2 Provision of Payment Account Details.

If these Stripe Payments Terms terminate for reasons other than your breach, then within 30 days after the termination date, you may request in writing that Stripe provide all relevant Payment Account Details to an alternative PCI-DSS Level 1-certified payment processor that you identify to Stripe. Stripe will provide the Payment Account Details that you are entitled to receive to the named payment processor to the extent commercially reasonable. Stripe may delay or refuse any request if Stripe believes the payment processor you have identified does not have systems or controls in place that are sufficient to protect Payment Account Details, that the integrity of Payment Account Details may be compromised, or that Law or Financial Services Terms do not allow Stripe to provide the Payment Account Details.

8. User Information Updates.

You must immediately notify Stripe, and provide to Stripe updated User Information, if you experience or anticipate experiencing a material change in the average time between the initial charge and fulfillment of Customer orders. Upon request, you must promptly provide to Stripe information related to Transactions and Disputes, including (a) refund and shipping policies (if applicable); (b) data on captured but unfulfilled charges; and (c) data on the time between charge capture and fulfillment of Customer orders.

9. PCI Standards Compliance.

If you elect to store or hold "Account Data," as defined by the PCI Standards (including Customer card account number or expiration date), you must maintain a system that complies with the PCI Standards and upon Stripe's request, you must provide to Stripe evidence of your compliance. If you do not comply with the PCI Standards, or if Stripe or any Payment Method Provider or Payment Method Acquirer is unable to verify your compliance with the PCI Standards, Stripe may suspend your Stripe Account or terminate this Agreement, in whole or in part. If you intend to use a third-party service provider to store or transmit Account Data, you must not share any data with the service provider until you verify that the third party holds sufficient certifications under the PCI Standards, and [notify Stripe](#) of your intention to share Account Data with the service provider. Further, you agree to never store or hold any "Sensitive Authentication Data," as defined by the PCI Standards (including the card verification value or similar security code), at any time. You can find information about the PCI Standards on the [PCI Council's website](#).

10. Representations and Warranties.

You represent as of the Effective Date, and warrant during the Term, that (a) you only use the Payment Methods and Stripe Payments Services for bona fide commercial transactions (which must be free of liens, claims, and encumbrances other than ordinary sales taxes) for the sale of goods or services to, or other act with, Customers; (b) except as Stripe approves, you do not use the Stripe Payments Services for intercompany transactions; (c) you fulfill all of your obligations to Customers; and (d) you and your third-party service providers that store, access or transmit Payment Account Details comply with the PCI Standards, as applicable.

11. Indemnification.

You will indemnify Stripe against all assessments, penalties, fines and fees Payment Method Providers, Payment Method Acquirers, and other Financial Partners charge Stripe to the extent arising out of or relating to your use of the Stripe Payments Services in a manner that fails to comply with any Payment Method Rules, Payment Method Terms or Acquirer Terms, or this Agreement. As between the parties, you are responsible for (a) all costs associated with any

Card Network-initiated audit or forensic investigation arising out of or relating to your use of the Stripe Payments Services, and (b) all losses, damages, or costs Stripe and its Affiliates incur due to fraudulent Transactions.

12. Liability for Failure to Transfer Funds.

The limitation of liability in Section 12.2(b) of the General Terms will not apply to claims you or your Affiliates make against the Stripe Parties for failing to transfer any settlement funds the Stripe Parties receive and owe to you in connection with the Stripe Payments Services. For these claims, the Stripe Parties' liability is limited to the amount that the Stripe Parties have received and owe, but failed to transfer, to you.

Stripe Connect - Platform

Last modified: August 22, 2022

1. Stripe Connect Services.

These terms (“**Stripe Connect Terms**”) supplement the General Terms and the Stripe Payments Terms and govern your use of the Stripe Connect Services as a Stripe Connect Platform. You may use the Stripe Connect Services to enable your Platform Users to use Stripe Services in conjunction with your Platform Services, and by doing so, you will be using Stripe Payments Services.

2. Stripe Obligations.

2.1 Services for Connected Accounts.

Connected Accounts may use the Services in accordance with the Connected Account Agreement. Stripe may suspend or stop providing any Services to (a) a Payout Recipient for any reason; and (b) a Custom Account, Express Account or Standard Account in accordance with the terms of the Connected Account Agreement. Except for Connected Accounts that are Payout Recipients, Stripe has a direct contractual relationship with each Connected Account under the Connected Account Agreement and will provide the Services directly to each Connected Account. You acknowledge that Connected Accounts may choose to use Stripe services outside of the Connected Accounts' relationship with you.

2.2 Amendments to Connected Account Agreement.

For Custom Accounts and Express Accounts, Stripe will notify you if Stripe modifies the relevant Connected Account Agreement. You must notify those Connected Accounts (excluding Payout Recipients) of the modification promptly after you receive the modification notice from Stripe.

2.3 Definitions Applied to Connected Accounts.

Where defined terms are applied to a Connected Account (rather than you) in these terms, the relevant definition will be deemed to reference the Connected Account (e.g., when the term Services is applied to a Connected Account it means the Stripe services that Stripe makes available to the Connected Account under the Connected Account Agreement, and when the term Disputes is applied to a Connected Account it means Disputes that Connected Account incurs).

3. Your Obligations.

3.1 Stripe Connect Services Integration and Use.

You must integrate the Stripe API and use the Stripe Connect Services in accordance with the Documentation and this Agreement. You must use the Stripe Connect Services and Connected Account Data in accordance with Law and your Platform Provider Agreement. You must clearly and prominently disclose all fees (if any) that you may charge to Connected Accounts for the Connected Accounts' use of your Platform Services and, to the extent charged separately, the Services.

3.2 Connected Accounts and Transactional Risk.

You must ensure that Connected Accounts do not use the Services in breach of the Connected Account Agreement or for any activity that Law or this Agreement prohibits. You must immediately inform Stripe if you become aware that a Connected Account is engaging in any activity that is fraudulent, deceptive or harmful, or in breach of the Connected Account Agreement or this Agreement. You must cooperate with Stripe to reduce the risk of fraud or other misuse of the Services, including by providing relevant information to Stripe.

3.3 Restricted Businesses.

You must ensure that no Connected Account uses the Services to conduct a Restricted Business or transact with a Restricted Business.

3.4 Activity.

A Connected Account may perform Activity, or you may perform Activity on behalf of a Connected Account, depending on how you integrate the Stripe API into your Platform Services. You are responsible for all Activity initiated by you, your representatives, and any individual or entity using your credentials, including your Stripe Account login and password and your Stripe API key. Notwithstanding anything to the contrary in this Agreement, where either Stripe or a Connected Account incurs any losses, damages or costs based on unauthorized Activity initiated by you or on your behalf, as between Stripe and you, you are liable for those losses, damages or costs.

3.5 Your Agreements with Connected Accounts.

Your Platform Provider Agreement must explain how you access and use Connected Account Data, and the Activity that you may conduct on the Connected Accounts' behalf via the Stripe Connect Services. Your Platform Provider Agreement must also authorize you to perform that Activity, and to share the Connected Account Data with Stripe.

3.6 Limitations.

You must not use the Stripe Connect Services to access any Connected Account Data or conduct any Activity, or attempt to do either, for which the relevant Connected Account has not authorized, or has withdrawn the authorization.

4. Stripe Connected Account Options.

4.1 Platform Account Options.

You may elect to enroll each Platform User as a Standard Account, Express Account, Custom Account or Payout Recipient. Depending on your enrollment election, you may (a) assist your Platform Users in creating Stripe accounts or integrating their existing Stripe accounts into your Platform Services; and (b) prepopulate or provide Connected Account Data during the enrollment process. Section 8 of the General Terms applies to all Connected Account Data that you prepopulate or provide to Stripe. Stripe may refuse to create a Stripe account for a Platform User or limit the functionality available to a Platform User until and unless Stripe is satisfied that it has received sufficient information about that Platform User.

4.2 Standard Accounts.

This Section 4.2 only applies to Standard Accounts.

(a) *Enrollment.* For Standard Accounts, you will have access to certain Connected Account Data. Stripe may require you to collect and provide additional Connected Account Data to validate a Standard Account.

(b) *Data; Termination.* Standard Accounts are responsible for Connected Account Data they provide directly to Stripe as part of the Standard Account enrollment process. A Standard Account may at any time terminate your ability to conduct Activity on its Stripe account.

4.3 Custom Accounts and Express Accounts.

This Section 4.3 only applies to Custom Accounts and Express Accounts.

(a) *Enrollment.* You must create and manage the Stripe accounts for Custom Accounts and Express Accounts. You must ensure that Connected Account Data is passed to Stripe according to the Documentation.

(b) *Connected Account Agreement for Custom Accounts.* You must ensure that each Platform User that you intend to onboard as a Custom Account agrees to the Connected Account Agreement before it uses any Stripe services. At Stripe's request, you must provide proof as Stripe requires that these agreements have been entered into between the Custom Accounts and Stripe. If Stripe believes that your existing acceptance process does not create a binding agreement between Stripe and each Custom Account, then, upon Stripe's request, you must modify that process as Stripe requires.

(c) *Stripe Dashboard.* Custom Accounts will not have access to a Stripe Dashboard.

(d) *Responsibility for Custom Accounts and Express Accounts.* You are responsible and liable to Stripe for all Activity on Custom Accounts and Express Accounts, whether initiated by you or not, including all Transactions, Disputes, Refunds, Reversals, associated fines and any use of the Services in a manner prohibited under this Agreement or the Connected Account Agreement. Stripe may attempt to collect amounts owed from Connected Accounts before Stripe collects these amounts from you. However, you remain jointly and severally liable to Stripe for these amounts, and Stripe may collect these amounts from you in accordance with this Agreement. If Stripe determines that your responsibility for Activity on Custom Accounts and Express Accounts creates an unacceptable risk to Stripe, Stripe may exercise its remedies listed in Section 5.6 of the Stripe Payments Terms.

4.4 Payout Recipients.

Stripe may enable you to make payouts to Payout Recipients. For the purpose of these payouts, Stripe does not provide any service directly to the Payout Recipients, and the Payout Recipients

do not have a contractual or business relationship with Stripe. To the extent Stripe makes payouts to Payout Recipients, it does so on your behalf. To receive these payouts, Payout Recipients will not enter into a Connected Account Agreement and that concept, as used in these Stripe Connect Terms, will not apply to Connected Accounts that are Payout Recipients. You may be required to complete a Stripe account application for each Payout Recipient and each Payout Recipient is subject to Stripe's approval.

5. Tax Reporting; Tax Invoicing.

5.1 Tax Information Reports.

Stripe will not file any, and you assume sole responsibility and liability for filing all, Tax Information Reports required to be filed as a result of Services Stripe provides to you under this Agreement or to Connected Accounts under their Connected Account Agreement; but Stripe will file Tax Information Reports with respect to payments made to Standard Accounts.

5.2 Indemnity.

You will indemnify Stripe from all Taxes, and related interest, penalties and fees (excluding any income, franchise or similar taxes payable with respect to the Fees), if any, imposed on Stripe or its Affiliate as a result of (a) your failure to timely file any Tax Information Report under Section 5.1 of these Stripe Connect Terms; or (b) providing Stripe Payments Services to you under this Agreement, or to Connected Accounts under the Connected Account Agreement.

5.3 Tax Forms.

Stripe may have an obligation to provide certain notices or forms to Connected Accounts. You must ensure that your Platform Provider Agreement enables you to receive these notices and forms on the Connected Accounts' behalf, without Stripe being obliged to directly provide the notices and forms to the Connected Accounts. You must promptly provide these notices and forms to the Connected Accounts in compliance with Law.

5.4 Tax Invoices.

With regard to Standard Accounts, Stripe will issue Tax invoices (if applicable) directly to you under this Agreement, directly to Standard Accounts under their Connected Account Agreement, or to both you and the Standard Accounts. With regard to Custom Accounts and Express Accounts, Stripe will issue Tax invoices (if applicable) directly to you only.

6. Data Use.

Each party may use Connected Account Data in accordance with this Agreement and the consent (if any) each obtains from each Connected Account. This consent includes, as to Stripe, consent it receives via the Connected Account Agreement.

7. Your Liability for Custom Accounts and Express Accounts.

Notwithstanding anything to the contrary in this Agreement, your liability for Custom Accounts and Express Accounts as described in these Stripe Connect Terms, including liability arising out of or relating to your failure to ensure that each Custom Account agreed to the Connected Account Agreement in a legally binding way, is not limited or excluded in any way.

Stripe Automatic Currency Conversion

Last modified: March 27, 2023

1. Stripe Automatic Currency Conversion Services.

These terms (“**Stripe ACC Terms**”) supplement your Agreement with Stripe including any Services Terms, as applicable, and govern your use of the Stripe Automatic Currency Conversion Services (“**Stripe ACC Services**”). Stripe ACC Services are a price calculation tool that enables Users to present the price of the User’s goods and services in the Stripe ACC Services supported currencies.

2. Permitted Use.

You may use the Stripe ACC Services only in conjunction with the Stripe Payments Services.

3. Currency Exchange Rates.

3.1 Applicable Currency Exchange Rates.

The currency exchange rates the Stripe ACC Services display or apply to your Transactions may differ from the currency exchange rates Stripe obtains from its service providers or publicly available resources.

3.2 Effect of your use of Stripe Payment Services.

How you elect to set up your Stripe Payment Services may affect the application of currency exchange rates the Stripe ACC Services provides to your Customers. For example, if you manually set prices in a particular currency, then those prices may override the Stripe ACC Services’ determined prices in that same currency and affect the overall currency exchange rate calculated for that Customer’s Transaction.

3.3 Currency Exchange Rate May Change

Stripe reserves the right to apply the applicable currency exchange rate as at the time the Customer's Transaction settles, which might differ from the currency exchange rate the Stripe ACC Services used to present the Customer payable amount.

3.4 Adding and Removing Currency Exchange Rates.

Stripe reserves the right to add or remove Stripe ACC Services supported currencies at any time without notice.

4. No Foreign Exchange Service.

The Stripe ACC Services are a currency presentment tool and do not provide

- (a) the supply of foreign currencies to you, or
- (b) a foreign currency exchange or similar service.

5. Disclaimer.

You remain fully responsible for, and Stripe disclaims all liability with respect to:

- (a) your fulfillment of your obligations under Law, including with respect to your use of the Stripe ACC Services;
- (b) the accuracy of the prices the Stripe ACC Services present to you and your Customers and the currency exchange rates the Stripe ACC Services use and apply;
- (c) any fees charged to you or your Customers by your bank or any other applicable financial institution; and
- (d) your action, or failure to act, as a result of any directions or recommendations you receive related to the Stripe ACC Services.

Stripe Climate

Last modified: November 20, 2023

These Stripe Climate Commitment terms ("Climate Commitment Terms") and Stripe Climate Orders terms ("Climate Orders Terms") (collectively, the "Terms") supplement the General Terms, and govern your use of Stripe Climate Commitment and Stripe Climate Orders. Frontier Climate Operations, LLC ("Frontier"), Stripe's Affiliate, provides Stripe Climate Orders. For

purposes of Stripe Climate Orders, each reference to "Stripe" in the General Terms will be read as a reference to Frontier.

1. Overview

Stripe conducts research into Climate Projects and purchases carbon removal services. You may make voluntary contributions to Climate Projects through Stripe Climate Commitment. Frontier uses Offtake Agreements to acquire Carbon Removal Units. You may verify the availability of, and purchase Retirement Services through Stripe Climate Orders.

2. Stripe Climate Commitment Terms

2.1 Opting In and Out, and Changes.

You must opt in to make a contribution during onboarding or via the Stripe Climate Commitment page of your Stripe Dashboard. You may opt out of, change, or pause your contribution to Stripe Climate Commitment at any time in your Stripe Dashboard.

2.2 Climate Commitment Funds.

(a) Climate Commitment Funds Allocation.

Once you opt in, Stripe or its Affiliate may deduct the Climate Commitment Funds from your Stripe Account balance or User Bank Account on a per-Transaction basis, or as an amount aggregated over a period of time, as described in your Stripe Dashboard. Stripe will allocate all Climate Commitment Funds to advance the field of carbon removal, through activities such as purchasing metric tons of carbon removal, or funding research and development for new carbon removal technologies. Climate Commitment Funds are not refundable.

(b) Stripe Climate Commitment Goals.

The goal of Stripe Climate Commitment is to help advance the field of carbon removal and Climate Commitment Funds will be used in support of that goal. While Stripe will use reasonable efforts to fund impactful Climate Projects, companies receiving Climate Commitment Funds are developing new technology in an evolving industry and their survival and success in addressing climate issues are not guaranteed. Development timelines of many new technologies are long, the resulting impact may not be immediate, and there is always a risk that the chosen technologies fail to deliver any carbon removal. Even if they are eventually successful in obtaining results, Climate Projects may take years to produce those results.

(c) Use of Climate Commitment Funds.

You decide voluntarily whether to, and in what amount, to allocate Climate Commitment Funds. Stripe may choose not to use your Climate Commitment Funds immediately after deducting them from your Stripe Account; rather, Stripe may allocate them after Stripe identifies a Climate Project. Stripe will inform you regularly about how Climate Commitment Funds were allocated. Stripe will not apply Climate Commitment Funds toward its own corporate or administrative costs.

(d) No Carbon Credits.

The carbon removal services Stripe purchases are not certified by any governmental or non-governmental body. They are not “authorized” under Article 6 of the Paris Agreement. Stripe disclaims all warranties regarding (i) the status under applicable governmental or non-governmental programs or pursuant to standards set by governmental or non-governmental bodies, whether implemented now or in the future, (ii) the availability of any current or future tax credit, benefit, or treatment, or (iii) any other financial benefits, associated with the carbon removal services that Stripe purchases.

(e) Taxes.

The Climate Commitment Funds you allocate may not be eligible for a tax deduction. You should consult with your tax or legal advisor on the local tax treatment of allocated Climate Commitment Funds. Climate Commitment Funds exclude all Taxes, except as the Documentation states to the contrary.

3. Stripe Climate Orders Terms

3.1. Your Use of Stripe Climate Orders.

You must only use Stripe Climate Orders in compliance with these Stripe Climate Orders Terms. You must use the Stripe Climate Orders for business purposes only, which must be consistent with the business purpose descriptions you provided to Stripe at the time of onboarding and updated at any time thereafter. You may not use the Stripe Climate Orders for personal, family, or household use.

3.2. CRUs.

(a) Frontier uses Offtake Agreements to acquire CRUs, as further described on the Frontier Webpage. To the extent commercially reasonable, Frontier will review (i) the sources of CRUs; and (ii) the terms governing the generation of those CRUs.

(b) Frontier will make Retirement Services available to you for purchase subject to: (i) the availability of CRUs in carbon markets; (ii) Frontier's ability to secure all necessary rights (including contractual rights) for the future delivery of the CRUs; and (iii) Frontier's receipt of those CRUs. You may verify the availability of CRUs for Retirement, and purchase Retirement Services using the Climate API or the Dashboard. While Frontier will provide you with information about the CRUs available for Retirement, it is your responsibility to verify that the CRUs meet your needs or the needs of a Beneficiary.

(c) Frontier may be unable to acquire sufficient quantities of CRUs to fulfill orders for Retirement Services. The CRU(s) that Frontier ultimately Retires on your behalf may have been generated from an Offtake Agreement that Frontier executed after your initial purchase. In order to provide Retirement Services, Frontier reserves the right to: (i) substitute CRUs from any one carbon removal supplier with a CRU from a different carbon removal supplier; or (ii) allocate then-current inventory of CRUs among Purchasers.

(d) The CRUs are not "authorized" under Article 6 of the Paris Agreement. Frontier disclaims all warranties regarding (i) the status of CRUs under applicable governmental or non-governmental programs or pursuant to standards set by governmental or non-governmental bodies, whether implemented now or in the future, (ii) the availability of any current or future tax credit, benefit, or treatment, or (iii) any other financial benefits, associated with your purchase of Retirement Services or the associated CRU(s).

3.3. Retirement.

(a) On or before the last day of the Retirement Year, Frontier: (i) on your behalf, will Retire the CRU; or (ii) if applicable, will transfer title to the CRU to you. If you have designated a Beneficiary, Frontier will Retire the CRU on that Beneficiary's behalf and include the Beneficiary's name in the Registry, if permitted. Frontier will Retire and record the CRU in the applicable Registry in accordance with and subject to the rules of that Registry.

(b) Frontier may not be able to, or may not be permitted to, Retire and record partial CRUs (i.e., partial tons) with a Registry. Frontier may combine partial CRUs and record them in Frontier's name.

(c) If Frontier Retires a CRU on your behalf or on behalf of a Beneficiary, Frontier will notify you of the Retirement via the Climate API, the Dashboard, or, if applicable, by other means you elect in the Dashboard, and deliver a certificate to you evidencing Retirement. Certificates will be digital.

(d) In the event Frontier does not receive sufficient CRUs to fulfill all orders for Retirement Services, Frontier reserves the right, in its sole discretion: (i) to allocate CRUs among Purchasers; or (ii) refund the Fees.

(e) If Frontier determines that it is unable to Retire a CRU in your name or in the Beneficiary's name on or prior to the last day of the Retirement Year of the CRU, Frontier will notify you and, in its sole discretion: (i) may refund the applicable Fees; (ii) may transfer title to the CRU to you; (iii) may record the Retirement of the CRU in Frontier's name and provide certification to you that Frontier completed the Retirement in Frontier's name; or (iv) take other reasonable remedial measures. Neither Frontier nor Stripe will pay you any interest on Fees, and Frontier will have no further obligation to you regarding that Retirement and the associated CRU(s) nor any other obligation to complete any additional Retirements. Frontier will not be liable to you for any other losses, damages, or costs that you or others may suffer arising out of or relating to Frontier's inability to perform the Retirement Services or the associated CRU.

(f) If Frontier is unable to contact you, or is unable to provide a refund of Fees, for any reason (e.g., you have closed your Stripe Account), Frontier will contribute any amounts due to you to carbon removal programs of its choosing.

(g) Frontier will use commercially reasonable efforts to ensure a CRU can be Retired on your behalf or on behalf of your designated Beneficiary. Frontier does not guarantee that Frontier will be able to Retire a CRU on behalf of a Beneficiary.

3.4. Beneficiaries.

You may designate a Beneficiary when you purchase Retirement Services. If permitted by the applicable Registry, Frontier will include the Beneficiary's name when retiring CRUs. You are responsible for notifying a Beneficiary of a CRU's Retirement. Frontier will not notify a Beneficiary of a CRU's Retirement. These Stripe Climate Orders Terms are intended solely for the benefit of the parties to these Stripe Climate Orders Terms. Frontier has no obligation to any Beneficiary under these Stripe Climate Orders Terms. When you designate a Beneficiary, you will not provide Frontier with a Beneficiary's Personal Data.

3.5. Power of Attorney.

To the extent necessary, you grant to Frontier a power of attorney to act on your behalf or on behalf of a Beneficiary to provide Stripe Climate Orders. You represent as of the Effective Date and warrant during the Term that you have secured the necessary rights and consents from the applicable Beneficiaries to enable Frontier to act on behalf of the applicable Beneficiaries.

3.6. Suspension and Termination.

Frontier may suspend or terminate at any time for any reason your access to Stripe Climate Orders, including your ability to advertise or publicize any CRUs or Stripe Climate Orders.

3.7. Fees.

The Fees are stated on the Stripe Pricing Page. Fees payable for Stripe Climate Orders (including the Climate API and any other technology services related to Stripe Climate Orders) will be determined under the General Terms.

3.8. Frontier Intellectual Property.

(a) Subject to the terms herein, Frontier grants you a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to access and use the Climate API and Frontier Marketing Collateral, as long as your access and use is (i) solely as necessary to use Stripe Climate Orders, (ii) solely for your business purposes, and (iii) in compliance with these Terms and the Documentation.

(b) As between you and Frontier, Frontier or its licensors exclusively own and retain all IP Rights embodied by, or contained in Stripe Climate Orders, frontierclimate.com, and other sites operated for Frontier (such IP Rights, collectively, "Frontier IP"). Frontier IP is protected by copyright, trade secret, patent, and other intellectual property laws, and all rights in Frontier IP not expressly granted to you in these Terms are reserved.

(c) During the Term, you and your Affiliates may choose to or we may invite you to submit comments, feedback, or ideas about improvements to Stripe Climate Orders ("Feedback"). You grant, on behalf of yourself and your Affiliates, to Frontier and its Affiliates a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use that Feedback for any purpose, including developing, improving, manufacturing, promoting, selling and maintaining Stripe Climate Orders. All Feedback is Frontier's confidential information. All improvements to Stripe Climate Orders belong to Frontier.

(d) As a user of Stripe Climate Orders, Frontier may provide you with digital assets (including digital assets owned by a third party, "Digital Assets") that you may display on your website or otherwise use to promote CRUs available via Stripe Climate Orders. Frontier grants you a limited, revocable, non-exclusive, non-transferable royalty-free license to use the Digital Assets. When using the Digital Assets, you must comply with the [Stripe Marks Usage Terms](#). If you use the Digital Assets in an unauthorized manner, the permissions and licenses granted under this Section will automatically terminate. Additionally, Frontier may monitor and review your use of

Stripe Climate Orders and the Digital Assets to ensure compliance with the Agreement, and may, in its sole discretion, terminate access to Stripe Climate Orders if it determines you are using Stripe Climate Orders in a manner that poses undue risk to Frontier or Stripe or their Affiliates. At Frontier or Stripe's request, you must permit and cooperate with Frontier or Stripe, as applicable, or its third-party auditor in connection with an audit of your compliance with this Agreement, and must provide any reasonably requested information or assistance.

3.9. Disclaimer:

You agree that Frontier offers solely the Retirement of CRUs, and that Frontier is not acting as a marketplace, dealer, or seller of carbon removal units or offtakes. Stripe Climate Orders are provided "AS IS" and "AS AVAILABLE" to the fullest extent permissible by Law and other than as provided herein, Frontier and its Affiliates, and their employees, agents, and independent contractors (the "Disclaiming Entities") make no representation or warranty of any kind whatsoever for Stripe Climate Orders or a CRU, including the availability of a CRU at any given time or the validity of a CRU's generation. Frontier is not liable to you for losses, damages, or costs that you or others may suffer arising out of or relating to Frontier's inability to Retire a CRU on your or on your Beneficiary's behalf. Each Disclaiming Entity disclaims all other warranties of any kind with respect to Stripe Climate Orders or any environmental credit, including any implied warranty of noninfringement, merchantability, or fitness for a particular purpose.

4. Non-Assignment.

Except as described in Section 3.4 of these Terms, you may not assign or transfer any obligation, benefit, or right under these Terms, including any right or interest in the Retirement Services or the CRUs. Any attempt to make an assignment or transfer in violation of this Section 4 will be void in each instance.

5. Term.

These Terms will apply to the all Retirement Services purchased prior to termination and the associated CRUs until (a) Frontier Retires the relevant CRUs on your behalf or your Beneficiary's behalf, (b) the relevant CRUs have been transferred to you, or (c) Frontier refunds some or all of the Fees for the Retirement Services in the manner described in Section 3.3 of these Terms.

Stripe Data Pipeline

Last modified: August 16, 2023

1. Stripe Data Pipeline Services.

These terms (“**SDP Terms**”) supplement the General Terms and govern your use of the Stripe Data Pipeline Services and SDP Data.

2. Use of the Stripe Data Pipeline Services.

2.1 Data Warehouse Account.

You may only use the Stripe Data Pipeline Services in connection with your Data Warehouse account. You must provide Stripe with the correct account ID and region for your Data Warehouse account.

2.2 Restricted Uses.

You must not, and must not enable or allow any other party to, access or use the Stripe Data Pipeline Services and Stripe Data (a) for any purpose other than the purpose for which it is provided; or (b) in violation of any Law or Services Terms. If any Stripe Data is made available through the Stripe Data Pipeline Services, you must use that Stripe Data only for security or fraud prevention purposes or as Stripe otherwise agrees in writing. Upon Stripe’s request, you will demonstrate your compliance with this section to Stripe’s reasonable satisfaction.

3. SDP Data.

You authorize Stripe to transfer SDP Data to the Data Warehouse. The Data Warehouse is the custodian of SDP Data. Stripe is not responsible for any copy of the SDP Data that you or the Data Warehouse makes, including how it is stored, used or disclosed. You must have all necessary rights and consents sufficient to enable Stripe to provide, and for you to use, the Stripe Data Pipeline Services, including to retain, reproduce, and disclose any SDP Data. Upon Stripe’s request, you will assist Stripe in complying with its obligations under Law, which assistance may include responding to requests by data subjects or a Governmental Authority.

4. Termination.

Stripe may, by notifying you, immediately suspend or terminate your access to the Stripe Data Pipeline Services if the Data Warehouse stops offering the features or functionality that Stripe uses to provide the Stripe Data Pipeline Services. Upon termination or suspension of the Stripe Data Pipeline Services, you will lose access to the SDP Data in the Data Warehouse. Your obligations under Sections 2.2 and 3 of these SDP Terms, and any existing obligation you have under the Agreement to delete or destroy data, will survive the termination of these SDP Terms.

5. Disclaimer.

You remain fully responsible for, and Stripe disclaims all liability with respect to (a) your compliance with Law, including any notification obligations you may have to any data subjects;

and (b) your or any third party's use, storage, modification, reproduction, and disclosure of the SDP Data.

Stripe Financial Connections

Last modified: July 3, 2023

1. Stripe Financial Connections Services.

These terms ("**Stripe Financial Connections Terms**") supplement the General Terms and govern your use of the Stripe Financial Connections Services and Connections Data.

2. Use of the Stripe Financial Connections Services.

2.1 Authorized Purpose and Express Consent UI.

You must submit the Authorized Purpose and Express Consent UI to Stripe at least 14 days before you intend to first collect Connections Data through the submission process Stripe communicates to you. If you wish to change the Authorized Purpose or Express Consent UI, you must provide the updated version to Stripe at least 14 days before you intend for the change to go into effect.

2.2 Express Consents and Record Keeping.

Your Express Consents must be sufficient under Law. You must clearly and conspicuously disclose to each Connections End User the data you are receiving, and the Authorized Purpose to which they are consenting in their Express Consent. During the Term and for at least 24 months after the end of the Term, you must maintain records of each Connections End User's Express Consent.

2.3 Updates to Express Consents.

(a) If you received an Express Consent from an End User and you later materially change your Authorized Purpose, you must obtain a new Express Consent that covers the updated Authorized Purpose.

(b) If your Authorized Purpose includes your receipt of Connections Data, and you later materially change the scope, purpose, security, sharing or period of storage of that data, you must obtain a new Express Consent before those changes go into effect.

(c) If your Authorized Purpose does not include financial account data that you will collect as part of the Connections Data, you must obtain an updated Express Consent before receiving the additional Connections Data.

2.4 Financial Institution Users.

If you are a Financial Institution, additional conditions apply to your use of the Stripe Financial Connections Services. At least 14 days before accessing these Services, you must disclose to Stripe through the submission process Stripe communicates to you that you are a Financial Institution, and provide all additional information Stripe requests. Stripe will act as your service provider under GLBA for the purpose of accessing and sharing Connections Data with you.

2.5 End User Login Credentials.

You must not request or obtain Connections End User login credentials for a Connections End User's financial account.

2.6 Marks Usage.

In addition to the license you grant to Stripe in Section 7.3 of the General Terms, you grant to Stripe and its Affiliates a worldwide, non-exclusive, non-transferable, royalty-free license during the Term to (a) use Marks belonging to you or your Affiliates to identify you to the Connections End User as a recipient of the Stripe Financial Connections Services; and (b) sublicense those Marks to Data Sources.

3. Connections Data.

Your obligations under this Section 3 will continue after the Term, and this Section 3 will survive termination of this Agreement.

3.1 Receiving Connections Data.

You may request to receive Connections Data as part of the Stripe Financial Connections Services. However, if you choose to use only the verification services portion of the Financial Connections Services, you will not receive Connections Data. When you stop using Stripe Payments Services, you may request that Stripe provide to you the account and routing number of each Connections End User's financial account used to process transactions made via the ACH Network as part of your use of Stripe Payments Services.

3.2 Your Service Providers.

You may only share Connections Data with your service providers (a) whose agreement with you imposes on that service provider obligations consistent with those contained in these Stripe Financial Connections Terms and Section 9 of the General Terms; and (b) for the purpose of providing services to you that implement the Authorized Purpose. You are responsible for your service providers' acts and omissions, including their compliance with this Agreement.

3.3 Using Connections Data.

You must not, and must not enable or allow any third party to:

(a) use a Connections End User's Connections Data in any way if you have not obtained an appropriate Express Consent from the applicable Connections End User;

(b) sell any Connections Data;

(c) share the Connections Data, including with any third party for use in marketing or for the third party's marketing purposes; or

(d) use or transfer the Connections Data for fraudulent purposes or otherwise in violation of Law.

3.4 FCRA Compliance.

Stripe is not a consumer reporting agency as defined in the FCRA. Except as Stripe's authorized representative approves, you must not use any Connections Data (a) in any way as a consumer report; or (b) to generate a consumer report under FCRA.

3.5 Stripe as a Service Provider and Independent Controller.

Stripe, and any third party Stripe engages, will act as your processor (e.g., service provider) for the purposes of facilitating your access to Connections Data. In addition, Stripe will request, through the Stripe Financial Connections Services, consent from Connections End Users for Stripe to separately collect, use, retain, disclose and process Connections Data as an independent controller of that data under the [Stripe End User Terms](#) and Stripe's Privacy Policy.

3.6 Data Security Requirements.

You must comply with the terms of the [Financial Connections Security Addendum](#) (located on or accessible from the Stripe Legal Page) with respect to your collection, use or disclosure of any Connections Data, and those terms are considered Financial Services Terms for the purposes of this Agreement.

3.7 Connections End User Notifications.

If Stripe wishes to send a notice to Connections End Users (e.g., because Stripe believes that Law requires a data subject notification, or because Stripe modifies its legal terms that apply to Connections End Users, including its Privacy Policy), then upon Stripe's request, you must promptly provide Connections End Users' contact information (including email addresses) to Stripe.

4. Cooperation and Audit.

Your obligations under this Section 4 will continue after the Term, and this Section 4 will survive termination of this Agreement.

4.1 End User Rights.

If a Connections End User informs you that it seeks to exercise its End User Rights related to the Stripe Financial Connections Services, including by terminating the [Stripe End User Terms](#), you must notify Stripe no later than 5 days after you become aware. You must assist Stripe as necessary in addressing the End User Rights request, including by providing the Connections End User with access to and deleting their Connections Data in your and your service providers' possession, or control.

4.2 Providing Records to Stripe and Data Sources.

You must provide information that Stripe requests for the purpose of ensuring that you comply with, and use Connections Data in compliance with, these Stripe Financial Connections Terms, the General Terms, Law and any Data Source requirements, including:

- (a) Express Consents and other Connections End User records;
- (b) information describing how you process Connections Data;
- (c) the security procedures and practices you and your service providers implemented to safeguard the Connections Data;
- (d) information describing your industry, business activities, licensing and regulatory standing;
and
- (e) information about complaints or issues that Connections End Users have raised to Stripe or a Data Source.

4.3 Stripe May Provide Data to Data Sources.

To comply with Stripe’s obligations to Data Sources, Stripe may (a) provide the following to Data Sources: (i) your name; (ii) any Connections End User’s name associated with that Data Source; (iii) all Express Consents and related records; (iv) all other information you provided to Stripe under this Section 4; and (b) with your reasonable cooperation, obtain and verify the information required under this Section 4.3 onsite at your premises.

4.4 Responses.

You must respond to Stripe’s requests for information under Section 4.2 of these Stripe Financial Connections Terms no later than 14 days after Stripe’s request. Stripe may suspend or terminate your access to the Stripe Financial Connections Services immediately if you fail to timely provide this information to Stripe.

5. Representation and Warranty.

You represent as of the Effective Date, and warrant at all times during the Term, that (a) each Express Consent complies with your applicable terms of use, your Privacy Policy, Law and this Agreement; and (b) you collect, use, retain, disclose and process each Connections End User’s Connections Data only in compliance with that Connections End User’s Express Consent.

Stripe Identity

Last modified: August 22, 2022

1. Stripe Identity Services.

These terms (“**Stripe Identity Terms**”) supplement the General Terms and govern your use of the Stripe Identity Services and Verification Data.

2. Use of the Stripe Identity Services.

2.1 Permitted Uses.

You may use the Stripe Identity Services only:

(a) to verify the identity of Verifiable Individuals to the extent necessary to satisfy your compliance obligations under Law;

(b) to prevent fraud as related to your goods and services;

(c) to prevent misuse of your goods and services;

- (d) to improve the safety or security of your business, operations and services; and
- (e) in compliance with the [Stripe Identity Permitted Businesses](#) list.

2.2 Restricted Uses.

You must not, and must not enable or allow any other party to:

- (a) modify the Stripe Identity Services in any way, including by changing
 - (i) the branding, appearance or user experience of the Stripe Identity Services; or (ii) the manner or language used to obtain consent from Verifiable Individuals;
- (b) represent or imply that Stripe is acting as your agent or appointed by you for the purpose of conducting or meeting your Due Diligence Requirements;
- (c) disclose the Stripe Data you receive in connection with the Stripe Identity Services to any third party, except as Law requires;
- (d) use the Stripe Identity Services, any Stripe Data you receive in connection with the Stripe Identity Services, or any Verification Data to create or support a product that competes with the Stripe Identity Services;
- (e) use the Stripe Identity Services, the Stripe Data you receive in connection with the Stripe Identity Services, or Verification Data in a manner that would violate any Law;
- (f) reuse, sell, rent, transfer, make available, or communicate orally or through other means the Stripe Data you receive in connection with the Stripe Identity Services (including as the term “sell” is defined in the CCPA); or
- (g) use the Stripe Identity Services to verify the identity of an individual who is under the age of 16 (and, if verifying the identity of an individual in Brazil aged 16 or 17, you must ensure that the individual’s parent or guardian has consented to and assisted in the access and use of the Stripe Identity Services in accordance with Law).

2.3 Further Obligations.

- (a) If Law requires, you must provide each individual with an alternative method of verification that does not involve processing any biometric information.
- (b) If an individual does not consent to Selfie Verification, you may use the Stripe Verification Services to offer an alternative method of verification that does not use Selfie Verification.

(c) If an individual does not consent to you using the Stripe Identity Services, then Stripe is not obligated to perform the Stripe Identity Services and you are solely responsible for providing an alternative means of verifying that individual.

2.4 Other Services.

The onboarding process for the Stripe Identity Services does not entitle you to use other Stripe services. If you wish to use other Stripe services, Stripe may require you to complete a separate onboarding process.

3. Use of Data.

3.1 Stripe's Use of Verification Data.

Verification Data is Protected Data for purposes of this Agreement. As part of the Stripe Identity Services, unless the Stripe Identity Services Documentation specifies otherwise, or you instruct Stripe not to do so, Stripe may generate and provide to you verification results and Optical Character Recognition (OCR) results from any documents submitted through the Stripe Identity Services, which results are Stripe Data for the purposes of this Agreement.

3.2 Your Use of Verification Data and Stripe Data.

You may use the Stripe Data that Stripe makes available to you in connection with the Stripe Identity Services solely for the underlying purpose you disclosed to Stripe when you were onboarded to use the Stripe Identity Services. You may use Verification Data solely for the purposes described in your agreements with Verifiable Individuals.

4. Representations and Warranties; Disclaimers.

4.1 No Warranty.

Stripe does not represent or warrant that the Stripe Identity Services will enable you to fulfill your obligations under Law, including with respect to Due Diligence Requirements. You are solely responsible for complying with Law, including with respect to Due Diligence Requirements.

4.2 Disclaimer.

(a) Stripe does not guarantee that the Stripe Identity Services will detect or prevent all fraudulent activities or correctly verify the identity of any individual.

(b) Stripe makes no representation or warranty that the Stripe Identity Services will enable you to comply with Law, and you remain solely responsible for ensuring that you meet your legal obligations.

(c) You are responsible and liable for your actions and decisions in connection with the Stripe Identity Services, including your decisions to enter, or not enter, into business relationships with any persons.

(d) Stripe and its Affiliates are not liable for any losses, damages, or costs that you suffer in connection with any fraudulent activities that the Stripe Identity Services did not detect or prevent.

(e) Stripe and its Affiliates are not liable for any losses, damages, or costs caused by your failure to meet any of your Due Diligence Requirements, or by the Stripe Identity Services failing to correctly verify the identity of any individual.

5. Privacy and Data Protection

5.1 Disclosing Your Privacy Policy

In connection with each verification request that is submitted to the Stripe Identity Services, you must use the Stripe API to provide to Stripe a link to the version of your online Privacy Policy that applies to the Verifiable Individual.

5.2 Requirements for Your Privacy Policy.

If you receive access to any Verification Data as part of the Stripe Identity Services, your Privacy Policy must, at a minimum:

(a) state that you and Stripe are each independent controllers of Verification Data, and that Stripe will process Verification Data in accordance with Stripe's Privacy Policy and these Stripe Identity Terms, in addition to acting as a service provider to you;

(b) state the process through which Verifiable Individuals can submit data subject requests (including data deletion and data access) to you, and provide your contact information for this purpose;

(c) state the ways in which you will use Verification Data, including, if Law requires, whether you will sell or disclose Verification Data (including as the term "sell" is defined in the CCPA);

(d) if Law requires, (i) state the alternative verification methods that you make available to individuals who do not consent to be verified by the Stripe Identity Services; (ii) state that using

the Stripe Identity Services may include transmitting Verification Data outside of your jurisdiction, including to the United States; and (iii) state that Verification Data may be submitted to third-party service providers, including Governmental Authorities, for the purpose of verifying the identity of the Verifiable Individual; and

(e) include all other information Law requires you to include.

5.3 Minimum Requirements.

If you do not receive access to any Verification Data as part of the Stripe Identity Services, your Privacy Policy must, at a minimum, satisfy the requirements of Section 5.2(a), (b) and (d) of these Stripe Identity Terms.

5.4 No Inconsistent Terms.

Your Privacy Policy must not contain any terms that contradict Stripe's or any Stripe service provider's rights to use Verification Data for the purposes described in these Stripe Identity Terms or as otherwise authorized by the Verifiable Individual (e.g., through consent screens provided through the Stripe Identity Services).

5.5 Stripe may Notify or Obtain Consent.

Depending upon your implementation of the Stripe Identity Services, Stripe may provide notice to or obtain consent from Verifiable Individuals as described in the Stripe Identity Services Documentation for the purpose of enabling Stripe to provide the Stripe Identity Services.

5.6 Your Obligation to Obtain Consent.

Where Stripe does not obtain consent from the Verifiable Individual under Section 5.5 of these Stripe Identity Terms, you must obtain the Verifiable Individual's consent as the [Stripe Identity FAQ Template](#) describes. You must obtain all consents from Verifiable Individuals that are required for your use of Verification Data. If you use Stripe Identity Services in conjunction with other Services, you must obtain all consents that are required to allow you to collect and share Verification Data with Stripe, and allow Stripe to use that data as this Agreement describes.

5.7 Security Controls.

You must implement and maintain safeguards and security controls that are reasonable for the size, nature and maturity of your business and industry to protect Verification Data and Stripe Data against unauthorized access, use and disclosure. If you fail to do so, in addition to all other

remedies available to Stripe, Stripe may suspend or restrict your access to the Stripe Identity Services and Verification Data.

5.8 Assistance to Notify.

If Stripe is required to send a data subject notification to any Verifiable Individuals related to your use of the Stripe Identity Services, including a data breach or required notice about a Stripe Privacy Policy update, you must assist Stripe in notifying Verifiable Individuals, including by emailing those Verifiable Individuals on Stripe's behalf and as Stripe directs.

6. Audit.

6.1 Obligation to Provide Information.

You must provide information that Stripe requests for the purpose of ensuring that you comply with this Agreement, including information verifying:

- (a) that your use of the Stripe Identity Services complies with these Stripe Identity Terms and Law;
- (b) that your receipt and use of the Stripe Data and Verification Data complies with these Stripe Identity Terms and Law;
- (c) that you have not modified the Stripe Identity Services without Stripe's consent;
- (d) your industry, business activities, licensing and regulatory standing; and
- (e) your purpose for using the Stripe Identity Services.

6.2 Obligation to Respond Promptly.

You must respond to Stripe's requests for information promptly, but no later than 14 days after Stripe's request. Stripe may suspend or terminate your access to the Stripe Identity Services immediately if you fail to provide information Stripe requests under this Section 6.

7. Retention and Deletion of Data.

7.1 Data Stripe Stores on Your Behalf.

- (a) You instruct Stripe to store on your behalf a copy of Verification Data for a period of 3 years following verification, or a shorter period as you may instruct according to the Stripe Identity Services Documentation. You are responsible for (i) determining how long Law requires you to

store copies of Verification Data; and (ii) storing (either yourself or through Stripe) the Verification Data for the time period Law requires.

(b) Upon termination of these Stripe Identity Terms, Stripe may delete copies of Verification Data that Stripe has stored on your behalf.

7.2 Data Stripe Stores for its Own Purposes.

Notwithstanding Section 7.1 of these Stripe Identity Terms, Stripe may retain a copy of Verification Data as long as Law permits.

8. Representation and Warranty.

You represent as of the Effective Date, and warrant at all times during the Term, that you do not use the Stripe Identity Services for any “permissible purpose” under (and as defined in) the FCRA, or in a manner that would violate the GLBA, the United States Driver's Privacy Protection Act, the United States Health Insurance Portability and Accountability Act, or other substantially similar Law.

Stripe Issuing - Accountholder

Last modified: November 1, 2023

These terms (“**Stripe Issuing Accountholder Terms**”) supplement the General Terms and govern your use of the Stripe Issuing Accountholder Services.

1. Relationship to Issuing Bank Terms.

Stripe offers several Stripe Issuing Programs in partnership with several Issuing Banks. When you sign up to use the Stripe Issuing Accountholder Services, Stripe (or, if applicable, your Platform Provider) will present the applicable Issuing Bank Terms for your Stripe Issuing Program. To use the Stripe Issuing Accountholder Services, you must agree to these Issuing Bank Terms. You can view a description of your Stripe Issuing Program and access the applicable Issuing Bank Terms in your Stripe Dashboard. To the extent that there is a conflict between the Issuing Bank Terms and this Agreement, the Issuing Bank Terms will prevail.

2. Structure of Stripe Issuing Programs.

2.1.

The Issuing Banks provide, and Stripe manages, the Stripe Issuing Programs. Stripe, as each Issuing Bank’s program manager, performs certain activities in connection with the Stripe

Issuing Programs, including processing applications for Stripe Issuing Accounts and performing onboarding services, servicing Stripe Issuing Accounts, sending communications, providing disclosures, and providing Stripe Issuing Account information. Each Issuing Bank issues Cards and Stripe Issuing Accounts under the applicable Issuing Bank Terms.

2.2 Approval and Providing Information.

(a) You must not use the Stripe Issuing Account Services until Stripe and the applicable Issuing Bank approve your application. As a condition of its approval, Stripe or the Issuing Bank may require you to provide User Information and information about your activities and intended use of the Stripe Issuing Account Services. This information may be in addition to information you may have previously provided to Stripe in connection with other Services. You must provide all additional financial and other information Stripe or the applicable Issuing Bank requests from time to time.

(b) After Stripe and the applicable Issuing Bank approve your application, Stripe will provide you with access to a Stripe Issuing Account, and you may participate in the Stripe Issuing Program.

2.3 Appointment of Stripe Issuing Administrator.

You may appoint a Stripe Issuing Administrator to administer the Stripe Issuing Program on your behalf (e.g., managing how Issuing Authorized Users use Cards). You must ensure that the Stripe Issuing Administrator complies with this Agreement and the applicable Issuing Bank Terms. You are responsible for the Stripe Issuing Administrator's acts and omissions in connection with the Stripe Issuing Program.

3. Relationship with Issuing Authorized Users.

3.1 Issuing Authorized Users.

The applicable Issuing Bank Terms describe the relationship between you and an Issuing Authorized User.

3.2. Inquiries.

Stripe (or, if applicable, your Platform Provider) will manage all inquiries from Issuing Authorized Users regarding the Stripe Issuing Account Services, including inquiries related to the use of Cards, and lost, damaged, or stolen Cards.

3.3. Issuing Complaint Handling.

You must submit each Issuing Complaint within 3 business days after you receive the Issuing Complaint to your Platform Provider or, if you do not have one, to issuing-complaints@stripe.com.

4. Card Design and Orders.

4.1 Card Designs.

You may request specific Card designs for Cards issued to you or to Issuing Authorized Users. You must provide all proposed Card designs to Stripe for review and approval using the process Stripe requires. Stripe will review Card design proposals for compliance with this Agreement, Issuing Bank requirements, the Card Network Rules, Law, and Stripe reputational considerations. If Stripe does not approve a proposed Card design, Stripe will recommend modifications that, if made, will meet these requirements. You must resubmit the modified Card design to Stripe for approval using the same process.

4.2 Card Orders.

You may order Cards through your Stripe Dashboard (or, if applicable, through your Platform Provider). At your, or, if applicable, your Platform Provider's, expense, Stripe will procure and ship (a) Cards based on the information contained in the applicable Card order to the address specified in that Card order; and (b) replacements for Cards reported as lost, stolen or damaged. Risk of loss for Cards passes to the recipient (you or your Platform Provider) when Stripe ships the Card to the address specified in the order.

4.3 Card Ownership; Limitations.

The applicable Issuing Bank owns each Card. If Stripe requests that you or an Issuing Authorized User return a Card, then you must return, or ensure that the Issuing Authorized User returns, that Card promptly to Stripe or the Issuing Bank as Stripe instructs. Stripe or the applicable Issuing Bank may cancel, repossess or restrict the use of Cards at any time according to the Issuing Bank Terms.

4.4 User Materials.

You represent as of the date you submit User Materials for a Card to Stripe for review, and warrant at all times during the Term, that you have the necessary rights in the User Materials to use (and grant Stripe the rights to use) the User Materials on the Cards or for the purposes of the Stripe Issuing Program. You grant to Stripe and its Affiliates a worldwide, non-exclusive, royalty-free license to use the User Materials on Cards and applicable Stripe Issuing Program materials. You also grant to Stripe and its Affiliates the right to sublicense these rights to third

parties that Stripe engages to create Cards and applicable Stripe Issuing Program materials. If you terminate or revoke the license to the User Materials, then (a) Stripe will stop producing new Cards carrying the User Materials and stop using the User Materials for the purposes of the Stripe Issuing Program; (b) Stripe will not be obligated to recall, destroy or replace any existing Cards carrying the User Materials; and (c) Stripe will not be liable for any delay or failure in performing its obligations to the extent they are adversely affected by the termination or revocation.

5. Activation and Limitations on Cards.

5.1 Activation.

You must activate a Card through your Stripe Dashboard (or, if applicable, through your Platform Provider) before you or an Issuing Authorized User uses that Card. All Cards issued to you are linked to your Stripe Issuing Account. Once a Card is activated, Issuing Authorized Users may use Cards to initiate Card Transactions on your behalf.

5.2 Limits and Available Spend.

The Issuing Bank will establish restrictions on the use of your Stripe Issuing Account and Cards as described in the applicable Issuing Bank Terms. Stripe will notify you of the current restrictions when you are approved for a Stripe Issuing Account through your Stripe Dashboard (or, if applicable, through your Platform Provider). You may establish additional restrictions related to the Cards in accordance with the Issuing Bank Terms (e.g., on the dollar amount of individual Card Transactions, and the types of merchants with which your Cards may be used). Each of the Issuing Bank and Stripe may prevent Cards from functioning outside of the Territory. You must communicate all applicable restrictions to your Issuing Authorized Users.

6. Securing Cards and Account Data.

In addition to the data security obligations outlined in Section 10, the applicable Issuing Bank Terms describe your data security obligations related to Cards and Account Data.

7. Disputes and Unauthorized Card Transactions.

The applicable Issuing Bank Terms describe required procedures for resolving Card Disputes and reporting unauthorized Card Transactions.

8. Ability to Decline to Authorize a Card Transaction.

Stripe or an Issuing Bank may (a) reverse or decline to authorize a Card Transaction at a prohibited or restricted merchant or a merchant operating a Restricted Business; and (b) reverse or decline to authorize a Card Transaction and suspend a Card if Stripe reasonably suspects fraud. Neither Stripe nor the Issuing Bank is responsible for losses, damages or costs you incur arising out of or relating to reversed or declined Card Transactions.

9. Default; Termination.

9.1 Default.

You are in default under these Stripe Issuing Accountholder Terms if (a) you violate Law, or breach these Stripe Issuing Accountholder Terms, the Issuing Bank Terms, or the Card Network Rules; (b) you fail to pay any amounts you owe to Stripe or the applicable Issuing Bank in connection with the Stripe Issuing Program; (c) you initiate a Card Transaction that would exceed or violate a limit established for your use of the Stripe Issuing Program; (d) you are the subject of an Insolvency Proceeding; (e) Stripe or the applicable Issuing Bank determines that you provided inaccurate information in your application, or that you have failed to keep this information current; or (f) Stripe or the applicable Issuing Bank determines that you pose an unacceptable regulatory, reputational or financial risk.

9.2 Stripe's Right to Suspend or Terminate.

If you are in default under these Stripe Issuing Accountholder Terms, Stripe may (a) suspend or terminate your Stripe Issuing Account or any or all Cards; (b) declare any amounts you owe to Stripe or the applicable Issuing Bank immediately due and payable; (c) refuse to authorize any Card Transactions; (d) reverse any Card Transactions; (e) terminate these Stripe Issuing Accountholder Terms; and (f) take any other action Stripe deems necessary. In addition, Stripe may suspend or terminate your Stripe Issuing Account or any Cards if the applicable Issuing Bank directs Stripe to do so.

9.3 Reactivating after Suspension.

If Stripe suspends your Stripe Issuing Account or a Card, Stripe may require you to pay amounts you owe to Stripe or the Issuing Bank before reactivating your Stripe Issuing Account or that Card.

9.4 Right of Setoff.

Stripe, for itself and on behalf of each Issuing Bank, may set off any amounts you owe to Stripe or the applicable Issuing Bank in connection with your participation in the Stripe Issuing Program against other funds that Stripe or the Issuing Bank holds or processes on your behalf.

9.5 Closing Your Stripe Issuing Account.

You may close your Stripe Issuing Account or any Card by notifying Stripe (or, if applicable, your Platform Provider).

10. Data Protection.

10.1 Data Protection.

You represent as of the Effective Date, and warrant at all times during the Term, that you have and maintain all necessary rights and consents under Law to provide to Stripe and the applicable Issuing Bank, and to allow Stripe and the applicable Issuing Bank to collect, use, retain and disclose, all Personal Data that you provide to Stripe or any Issuing Bank or authorize Stripe and any Issuing Bank to collect, including data that Stripe may collect directly from Issuing Authorized Users. You are solely responsible for disclosing to Issuing Authorized Users that Stripe may receive Personal Data from you. Stripe may delete or disconnect an Issuing Authorized User's Personal Data from your Stripe Issuing Account when Law or the Card Network Rules require. If Stripe becomes aware of an unauthorized acquisition, disclosure or loss of Personal Data on Stripe's systems, Stripe will notify you if Law allows.

10.2 Your Use of Personal Data and Stripe Data.

You must only use Personal Data related to your Stripe Issuing Account for your internal business purposes and to fulfill your obligations under this Agreement. You must not use Personal Data or Stripe Data as part of a "consumer report" as that term is defined in the FCRA or in any manner that could subject Stripe to the FCRA or any claim of unfair or illegal decision making.

10.3 Stripe's Use of Personal Data on behalf of Issuing Bank.

Without limiting its other rights under the Agreement, Stripe may process, use and disclose Personal Data for the purposes identified in the Issuing Bank Terms.

Stripe Issuing - Platform

Last modified: January 9, 2023

1. Stripe Issuing Services.

These terms ("**Stripe Issuing Platform Terms**") supplement the General Terms and the Stripe Connect Terms, and govern your participation in the Stripe Issuing Programs as a Stripe Connect

Platform. If you receive Cards and otherwise participate in the Stripe Issuing Programs as a Stripe Issuing Accountholder, the Stripe Issuing Accountholder Terms apply.

2. Overview.

2.1 Program.

You and Stripe will jointly establish a program through which eligible Connected Accounts may access a Stripe Issuing Program. You must offer the Stripe Issuing Program only to eligible Connected Accounts for their business purposes.

3. Approvals and Onboarding.

3.1 Approvals.

(a) *Platform Approval.* Stripe and the applicable Issuing Bank must approve your use of the Stripe Issuing Platform Services. As a condition of their approval, Stripe or the Issuing Bank may require you to provide User Information, and information about your activities and intended use of the Stripe Issuing Platform Services. This information may be separate from or in addition to information you previously provided to Stripe in connection with other Services. You must provide information related to your use of the Stripe Issuing Program that Stripe or the applicable Issuing Bank request from time to time.

(b) *Connected Account Approval.* Stripe and the applicable Issuing Bank must approve each Connected Account before it can become a Stripe Issuing Accountholder.

3.2 Onboarding and Account Management.

Depending on how you implement the Stripe Issuing Program, you may need to choose whether you or Stripe will host the Stripe Issuing Accountholder onboarding process, and whether you or Stripe will host Stripe Issuing Accountholder account management and access to the Stripe Issuing Services.

(a) *Onboarding.*

(i) *User-Hosted Onboarding.* If you choose to host onboarding, you must configure the Stripe API to meet the requirements stated in Section 3.3 of these Stripe Issuing Platform Terms.

(ii) *Stripe-Hosted Onboarding.* If you choose Stripe-hosted onboarding, you must integrate with the applicable Stripe API according to the Documentation and this Agreement in a manner that permits Stripe to host the onboarding process for new Stripe Issuing Accountholders.

(b) Account Management.

(i) **User-Hosted Account Management.** If you choose to host account management, you must provide Stripe Issuing Accountholders access through the Stripe API to the Stripe Issuing Services described in the Stripe Issuing Accountholder Terms, including Card creation, Card Authorized User designation and account management services. Stripe will make information, including Card Account Data, available for you to pass to Stripe Issuing Accountholders. You must not alter or delete this information, and you must pass all of this information to the Stripe Issuing Accountholders.

(ii) **Stripe-Hosted Account Management.** If you choose to use Stripe-hosted account management, you will not be responsible for the accuracy or completeness of information that Stripe makes available to Stripe Issuing Accountholders as part of the Stripe Issuing Services.

3.3 User-Hosted Onboarding Requirements.

If you choose to host onboarding, you must ensure that your onboarding process complies with this Section 3.3.

(a) Stripe Issuing Accountholder Application. Stripe will make available to you an approved electronic application form for Stripe Issuing Accountholders. You must make this form available to Connected Accounts that wish to use the Stripe Issuing Services. Each Connected Account must submit in its application all information necessary for Stripe and the Issuing Bank to (i) verify the Connected Account's identity; (ii) confirm that the Connected Account is not engaged in a Restricted Business; and (iii) generally confirm the Connected Account's eligibility to use the Stripe Issuing Services. After it receives a completed application, the applicable Issuing Bank will determine whether the Connected Account is approved as a Stripe Issuing Accountholder.

(b) Stripe Issuing Accountholder Terms. You must (i) present the Stripe Issuing Accountholder Terms and applicable Issuing Bank Terms to each Connected Account before that Connected Account submits its accountholder application; and (ii) ensure that each Connected Account agrees to the Stripe Issuing Accountholder Terms and applicable Issuing Bank Terms.

(c) Acceptance Records. You must maintain a record of each Connected Account's acceptance of the Stripe Issuing Accountholder Terms in a retrievable and examinable format. At Stripe's request, you must provide proof as Stripe requires that these terms have been entered into by the Connected Accounts. If Stripe believes that your existing acceptance process does not (i) create a binding agreement between Stripe or the Issuing Bank, as applicable, and each Connected Account; or (ii) comply with the applicable Issuing Bank's requirements, then, upon

Stripe's request, you must modify that process as Stripe and the Issuing Bank (as applicable) require.

(d) *Card Authorized User Terms.* Approved Stripe Issuing Accountholders may designate Card Authorized Users to make Card Transactions on their behalf. You must ensure that each Card Authorized User agrees to the Card Authorized User Terms. You must maintain a record of each Card Authorized User's acceptance of the Card Authorized User Terms in a retrievable and examinable format. At Stripe's request, you must provide proof as Stripe requires that these terms have been entered into by Card Authorized Users. If Stripe believes that your existing acceptance process does not (a) create a binding agreement between the Stripe Issuing Accountholder and each Card Authorized User; or (b) comply with the applicable Issuing Bank's requirements, then, upon Stripe's request, you must modify that process as Stripe and the Issuing Bank (as applicable) require.

(e) *Data Use Disclosure.* You must disclose to all prospective Stripe Issuing Accountholders and prospective Card Authorized Users that you may provide Card Account Data to Stripe and the applicable Issuing Bank, and that Stripe and the applicable Issuing Bank may receive or collect Card Account Data. You must ensure that each prospective Stripe Issuing Accountholder consents to Stripe's [Privacy Policy](#) and the applicable Issuing Bank's Privacy Policy as part of the onboarding process.

(f) *No User Modifications.* You must not modify or supplement any provision of the Stripe Issuing Accountholder Terms, Issuing Bank Terms or Card Authorized User Terms without Stripe's approval.

3.4 Stripe Issuing Program Territory.

You must not offer, market or make the Stripe Issuing Program available to Connected Accounts located outside of the Stripe Issuing Program Territory. You must ensure that no Stripe Issuing Accountholder is located outside of the Stripe Issuing Program Territory.

4. Stripe Issuing Accountholder Terms and Stripe Issuing Accountholder Fees.

4.1 Updates to Stripe Issuing Accountholder Terms.

Stripe may modify the Stripe Issuing Accountholder Terms, and each Issuing Bank may modify the applicable Issuing Bank Terms, at any time. Stripe will notify you if Stripe modifies the Stripe Issuing Accountholder Terms or an Issuing Bank modifies the applicable Issuing Bank Terms. You must notify your Stripe Issuing Accountholders of the modification promptly after you receive the modification notice from Stripe. If any Stripe Issuing Accountholder does not agree to the

updated Stripe Issuing Accountholder Terms or Issuing Bank Terms, you must immediately stop making the Stripe Issuing Services available to that Stripe Issuing Accountholder.

4.2 Stripe Issuing Accountholder Fees.

You are liable to Stripe for fees you and your Stripe Issuing Accountholders incur, but you may pass those fees onto the applicable Stripe Issuing Accountholders. Stripe, on behalf of the applicable Issuing Bank, may review the fees you charge your Stripe Issuing Accountholders in connection with the Stripe Issuing Services to determine whether the fees comply with that Issuing Bank's requirements, the Card Network Rules and Law. If Stripe determines the fees do not comply, you must immediately modify the fees as Stripe directs.

4.3 Amounts Owed.

If Stripe is ultimately able to collect from a Stripe Issuing Accountholder the amounts that you paid to Stripe related to that Stripe Issuing Accountholder's Card Transactions, Stripe will refund to you the amount Stripe collected from that Stripe Issuing Accountholder.

5. Cards; Card Orders.

5.1 Card Design.

You may request specific Card designs for Cards issued to Stripe Issuing Accountholders. Stripe Issuing Accountholders may also request specific Card designs in addition to your design, as the Stripe Issuing Accountholder Terms describe. You must submit all Card designs and disclosures you and the Stripe Issuing Accountholders propose to Stripe for review and approval using the process Stripe requires. Stripe will review Card design and disclosures proposals for compliance with this Agreement, Issuing Bank requirements, the Card Network Rules, Law and Stripe reputational considerations. If Stripe does not approve a proposed Card design or disclosure, Stripe will recommend modifications that, if made, will meet these requirements. You must resubmit the modified design or disclosure to Stripe for approval using the same process.

5.2 Card Orders.

You may order Cards on behalf of Stripe Issuing Accountholders through your Stripe Dashboard or the Stripe API. At your expense, Stripe will procure and ship (a) Cards based on the information contained in each Card order to the address specified in that Card order; and (b) replacements for Cards reported as lost, stolen or damaged. Risk of loss for Cards passes to the recipient (you or the Stripe Issuing Accountholder) when Stripe ships the Card to the address specified in the order.

5.3 Card Ownership; Limitations.

The applicable Issuing Bank owns each Card. If Stripe requests that you or a Stripe Issuing Accountholder return a Card, then you must return, or ensure that the Stripe Issuing Accountholder returns, that Card promptly to Stripe or the applicable Issuing Bank as Stripe instructs. Stripe or the applicable Issuing Bank may cancel, repossess or restrict the use of Cards at any time, and may decline to authorize or reverse any Card Transaction, according to the Issuing Bank Terms.

5.4 Card Account Data Security.

If you process, access, store, or retrieve Card Account Data from your Stripe Dashboard or Stripe API, you must ensure that the Card Account Data is secured in accordance with this Agreement, including Sections 9.4 and 10 of these Stripe Issuing Platform Terms.

5.5 User Materials.

You represent as of the date you submit User Materials for a Card to Stripe for review, and warrant at all times during the Term, that you have the necessary rights in and to the User Materials to use (and grant Stripe the rights to use) the User Materials on the Cards and other materials related to the Stripe Issuing Programs. You grant to Stripe and its Affiliates a worldwide, non-exclusive, royalty-free license during the Term to use the User Materials on Cards and applicable Stripe Issuing Program materials. You also grant to Stripe and its Affiliates the right to sublicense these rights to third parties that Stripe engages to create Cards and applicable Stripe Issuing Program materials.

6. Use of Stripe Issuing Services.

6.1 Opening an Account.

Stripe and the Issuing Bank may use all information that you provide to Stripe about a Connected Account to (a) determine the Connected Account's eligibility to be a Stripe Issuing Accountholder; (b) administer the Stripe Issuing Programs; and (c) monitor each Stripe Issuing Accountholder's Principal Owners, Stripe Issuing Administrators, Card Authorized Users, representatives, and individuals with significant responsibility for management, including executives and senior managers, for the purpose of meeting Stripe's and the applicable Issuing Bank's respective obligations under Law. Stripe or an Issuing Bank may reject any Connected Account application for, and terminate any Stripe Issuing Accountholder's access to, the Stripe Issuing Services immediately if any Connected Account, Stripe Issuing Accountholder, or any

Principal Owner, Stripe Issuing Administrator, Card Authorized User, representative, or individual with significant responsibility for management is or becomes a High-Risk Person.

6.2 Card Authorized User Servicing.

You must provide all support to, and handle all inquiries from, Stripe Issuing Accountholders and Card Authorized Users, including regarding Card usage, and lost, damaged or stolen Cards. You must provide this support according to the Stripe Issuing Program Guidelines. Unless Stripe agrees otherwise, you must not outsource your support obligations to any third party. On a monthly basis, using a process Stripe communicates to you, you must provide to Stripe a report of Issuing Complaints that you received and handled during the prior month.

6.3 Stripe Issuing Accountholder Spend; Payment Terms.

The Stripe Issuing Accountholder Terms and applicable Issuing Bank Terms contain the terms governing spending limits, available spend, and payment or repayment in connection with the Stripe Issuing Programs. Depending on which Stripe Issuing Program you choose, Stripe Issuing Accountholders may be required to hold an Asset Account to support Card spend. The Stripe Issuing Accountholder Terms and the applicable Issuing Bank Terms contain the terms governing these accounts and funds.

7. Issuing Banks.

7.1 Relationships with Issuing Banks.

As between the parties, Stripe, either directly or through its Affiliate, SPC, is responsible for all aspects of establishing and managing its relationships with Issuing Banks. Stripe and SPC rely on the applicable Issuing Bank to enable Stripe and SPC to provide the Stripe Issuing Services. Stripe may add or remove Issuing Banks at any time. Stripe will notify you in advance of an Issuing Bank change that will affect the Stripe Issuing Services.

7.2 Changes to the Stripe Issuing Services.

If Stripe or an Issuing Bank requires a change to all or part of the Stripe Issuing Services, you must implement that change promptly and as Stripe or the Issuing Bank directs. You must comply with, and you must ensure that each Stripe Issuing Accountholder implements and complies with, the change.

8. Compliance and Marketing.

8.1 General.

You must:

(a) comply with Laws with respect to your marketing activities, including Laws governing your use of Personal Data related to those marketing activities;

(b) comply with, and ensure all Stripe Issuing Accountholders comply with, the Stripe Issuing Program Guidelines;

(c) ensure that all Stripe Issuing Accountholders comply with the Stripe Issuing Accountholder Terms and applicable Issuing Bank Terms, and access and use the Stripe Issuing Services according to Law and the Card Network Rules;

(d) ensure that all Card Authorized Users comply with the Card Authorized User Terms;

(e) not, and must ensure that Stripe Issuing Accountholders and Card Authorized Users do not, take or fail to take any action that could cause Stripe or any Issuing Bank to violate Law or any Card Network Rules; and

(f) ensure that Stripe Issuing Accountholders and Card Authorized Users use the Stripe Issuing Services for business purposes only.

8.2 Compliance Program.

You must establish, maintain, and act according to a compliance program that enables and ensures that (a) you and each Stripe Issuing Accountholder complies with Law, the Card Network Rules, and the Stripe Issuing Program Guidelines; and (b) you comply with this Agreement.

8.3 Marketing.

Stripe must approve all marketing materials that you wish to use in connection with the Stripe Issuing Services. Stripe may provide template marketing materials to you, which you may use without further Stripe approval as long as the template marketing materials are not materially modified. You must submit all proposed marketing materials to Stripe using a process Stripe communicates to you.

9. Data Use.

9.1 Protected Data.

Card Account Data is Protected Data for purposes of this Agreement.

9.2 Additional Data Restrictions.

You must not use any Stripe Data in any manner that could subject Stripe to the FCRA or any claim of unfair or illegal decision making.

9.3 Data Use.

(a) *Stripe's Data Use.* As between Stripe and a Stripe Issuing Accountholder, Stripe's rights to use Protected Data generated by the Stripe Issuing Programs are governed by the Stripe Issuing Accountholder Terms.

(b) *Your Data Use.* You may process, use, and disclose Card Account Data for only the following purposes: (i) in connection with your use of the Stripe Issuing Platform Services; (ii) to provide Stripe Issuing Accountholders access to the Stripe Issuing Services; (iii) in connection with your own fraud prevention and loss mitigation activities; (iv) to fulfill your obligations to Stripe or an Issuing Bank; and (v) to comply with Law and the Card Network Rules. Without limiting the previous sentence, you must not sell, rent, transfer, make available or communicate orally or through other means any Card Account Data to a third party for monetary or other valuable consideration.

(c) *Data Collection.* You must obtain and maintain all necessary rights and consents under Law to provide the User Information that you provide to Stripe and the applicable Issuing Bank about each of your (i) Principal Owners and employees, contractors and agents; and (ii) Connected Accounts, Stripe Issuing Accountholders and Card Authorized Users.

9.4 Securing Cards and Account Data.

You must secure Cards and Card Account Data in your possession or control, and you must ensure that your Stripe Issuing Accountholders secure Cards and Card Account Data in their possession or control. When stored or processed digitally, you must use appropriate organizational and technical measures to secure the Cards and Card Account Data in your possession or control, including through industry-standard encryption. You must monitor, and you must ensure that your Stripe Issuing Accountholders monitor, suspicious and unauthorized activities and fraud on each Stripe Issuing Accountholder's Stripe Issuing Account and each Card.

9.5 Unauthorized Transactions.

As between Stripe and you, you are responsible for Card Transactions made by your Stripe Issuing Accountholders, and all fees and penalties incurred resulting from any Stripe Issuing Accountholder or Card Authorized User's failure to (a) exercise reasonable care in safeguarding

Cards from loss or theft; or (b) promptly report loss or theft, including fraud. Additionally, to the extent Law permits, if you, a Stripe Issuing Accountholder or a Card Authorized User allows another party to use the Card or Card Account Data for any purpose, or if an unauthorized person uses a Card or Card Account Data, you are responsible for that use, including all losses, damages and costs arising out of or relating to that use.

10. Representations and Warranties; PCI Compliance.

You represent as of the Effective Date, and warrant at all times during the Term, that you and your service providers that store, access or transmit Card Account Data comply with the PCI Standards. Upon Stripe's request, you must verify that your implementation of the Stripe Issuing Program complies with the PCI Standards and promptly provide the most recent assessment results to Stripe.

11. Indemnification.

You will indemnify the Stripe Parties against all Stripe Losses arising out of or relating to (a) the Stripe Issuing Accountholders' and Card Authorized Users' use of the Stripe Issuing Services, including any Stripe Issuing Accountholder's or Card Authorized User's act or omission related to the Stripe Issuing Services; and (b) all Card Disputes.

12. Termination.

These Stripe Issuing Platform Terms automatically terminate if the Stripe Connect Terms terminate for any reason.

Stripe Radar

Last modified: January 9, 2023

1. Stripe Radar Services.

These terms ("**Stripe Radar Terms**") supplement the General Terms and Stripe Payments Terms (as applicable) and govern your use of the Stripe Radar Services and Stripe Radar Data.

2. Stripe Radar Services On by Default.

The Stripe Radar Services may be enabled by default. If you do not wish to use these Services, you must [contact Stripe](#) to disable them.

3. Permitted Use.

You may use the Stripe Radar Services and Stripe Radar Data only to help detect and block actual or potential fraud and unauthorized Transactions, in each case in connection with the Services.

4. Services Restrictions.

You must not, and must not enable or allow any third party to:

- (a) use the Stripe Radar Services or Stripe Radar Data as a factor in determining any person's eligibility for credit, insurance, housing or employment, or in any way that would cause Stripe to be a "consumer reporting agency" or cause the Stripe Radar Data to constitute a "consumer report," each as described in the FCRA;
- (b) sell, rent, transfer, make available, or communicate orally or through other means Stripe Radar Data (including as the term "sell" is defined in the CCPA);
- (c) disclose the Stripe Radar Data, except as Law requires;
- (d) download or store Stripe Radar Data, except where Law allows;
- (e) use the Stripe Radar Services or Stripe Radar Data to directly or indirectly develop or otherwise make available on a commercial basis any security or fraud detection product or service;
- (f) use the Stripe Radar Services or Stripe Radar Data to discriminate based on race, gender, or other protected characteristics, or take any "adverse action" as that term is described in the FCRA; or
- (g) use the Stripe Radar Services or Stripe Radar Data to evaluate transactions not processed through the Services.

5. Responsibility for Decisions and Disclaimers.

5.1 Responsibility for Decisions.

- (a) You are solely responsible for your use of the Stripe Radar Services and Stripe Radar Data, as well as the decisions you make and the actions you take in connection with the Stripe Radar Services and Stripe Radar Data.
- (b) You are solely responsible for choosing which rules (default or custom) you use with the Stripe Radar Services. Your choice to input and use additional rules with the Stripe Radar Services may result in longer settlement times for applicable Transactions. Without further

notice to you, Stripe may make general or specific changes to the rules that may alter the Stripe Radar Services.

5.2 Disclaimers.

(a) Each Radar Score is based on data available to the Stripe Radar Services at the time it is generated, and the Radar Score does not auto-update to reflect any subsequent changes to data that was used to generate that Radar Score.

(b) The Stripe Radar Services use data from transactions processed through the Stripe services, which may include your Transactions.

(c) The Stripe Radar Data does not constitute legal or compliance advice, or advice as to whether you should proceed with a transaction with another person.

(d) Stripe is not liable for any losses, damages, or costs arising out of or relating to (i) fraudulent Transactions and other fraudulent activity; (ii) non-fraudulent transactions that may be blocked by the Stripe Radar Services; or (iii) the accuracy (or inaccuracy) of the Radar Scores, and any actions that you or Stripe may take based on the Radar Scores.

6. Additional Terms Regarding Personal Data and Compliance.

6.1 Privacy Disclosures.

In providing the Stripe Radar Services, Stripe collects, uses and may make available to other Stripe users information regarding device characteristics and customer activity indicators that may help Stripe users detect and block actual or potential fraud. You affirm that your Privacy Policy fully discloses to Customers these types of data collection and use, including sharing this data with Stripe and Stripe using this data. More information is available under the topic “Advanced Fraud Protection” in the Documentation and in Stripe's [Privacy Policy](#).

6.2 Example Disclosure.

You may choose to add the following to your Privacy Policy if it does not already include a disclosure to this effect:

“We use Stripe for payment, analytics, and other business services. Stripe collects transaction and personally identifying information, which it analyzes and uses to operate and improve the services it provides to us, including for fraud detection. You can learn more about Stripe and read its privacy policy [here](#).”

6.3 Requests for Compliance Information.

Within 14 days after Stripe’s request, you will provide information and documentation that Stripe requests for the purpose of ensuring your compliance with these Stripe Radar Terms. Stripe may suspend or terminate your access to the Stripe Radar Services immediately upon notice to you if you fail to provide information or documentation Stripe requests under this Section 6.3.

7. Stripe Radar Data.

Stripe Radar Data is Stripe Data for the purposes of this Agreement. You will promptly delete or destroy all Stripe Radar Data in your possession or control that you received in connection with the Stripe Radar Services (a) upon termination of these Stripe Radar Terms; and (b) at any time upon Stripe’s request. However, in each case, you may retain copies of that Stripe Radar Data to the extent Law requires, as long as you use that data only to comply with Law.

Stripe Tax

Last modified: March 24, 2023

1. Stripe Tax Services.

These terms (“**Stripe Tax Terms**”) supplement the General Terms and govern your use of the Stripe Tax Services and Stripe Tax Data.

2. Information Used by the Stripe Tax Services.

You acknowledge that the Stripe Tax Services rely on the accuracy of information you and Governmental Authorities provide to Stripe. You should validate all of this information, as inaccurate information may cause the Stripe Tax Services to generate inaccurate Stripe Tax Data.

3. Limitations on Reporting.

You may receive Stripe Tax Data through the Stripe Tax Services that is based on Stripe’s interpretations of federal, state, local and foreign Law. You must validate that Stripe’s interpretations are appropriate for your circumstances.

4. No Tax Advice.

The Stripe Tax Services do not constitute tax advice or tax filing or reporting assistance.

5. Disclaimer.

You remain fully responsible for, and Stripe disclaims all liability with respect to:

(a) your fulfilment of your obligations under Law, including with respect to Taxes;

(b) the accuracy of the Tax calculations the Stripe Tax Services generate, and your obligation to pay any fine, penalty or other sanction imposed by a Governmental Authority as a result of these Tax calculations; and

(c) your action, or failure to act, as a result of any directions or recommendations you receive related to the Stripe Tax Services.

6. Stripe Tax Data.

Stripe Tax Data is Stripe Data for purposes of this Agreement. You are responsible for retaining copies of Stripe Tax Data for the time period Law requires.

Stripe Terminal

Last modified: August 22, 2022

1. Stripe Terminal Services.

These terms (“Stripe Terminal Terms”) supplement the General Terms and govern your use of the Stripe Terminal Services.

2. Stripe Terminal Software; Stripe Terminal Documentation.

2.1 Terminal Device Software.

Certain Stripe Terminal Products require the Terminal Device Software to be installed on them to function. By using the Stripe Terminal Products, you agree to be bound by the [Terminal Device EULA](#), which governs your use of the Terminal Device Software.

2.2 Use of Terminal SDK.

If you access the Stripe Terminal Services using the Terminal SDK, then you must not, and must not enable or allow any third party to:

(a) use the Terminal SDK in any way other than for the purpose for which it was provided and in compliance with the Stripe Terminal Documentation and this Agreement;

(b) remove, obscure, modify or otherwise tamper with notices (including trademark, copyright and other proprietary notices) or legends contained in the Terminal SDK;

(c) use the Terminal SDK other than in conjunction with the Stripe Terminal Products and Stripe Terminal Services; or

(d) use the Terminal SDK in any way that would subject it, or any part of it, to license terms that seek to require any Stripe Terminal Product, Stripe Terminal Documentation, Service, or any Stripe IP Right to be licensed to (or shared with) any third party in source code form, with rights to make derivative works, or with rights to redistribute at no charge.

2.3 Updates to Terminal Device Software.

You must keep the Terminal Device Software up to date by installing Updates as the Terminal Device EULA requires.

2.4 Stripe Terminal Documentation.

References to Documentation in this Agreement will be read as references to Stripe Terminal Documentation, with respect to the Stripe Terminal Services, Stripe Terminal Software and Stripe Terminal Products.

3. Use of the Stripe Terminal Services.

3.1 General.

You may only use the Stripe Terminal Services in compliance with the Terminal Purchase Terms, if applicable, and this Agreement.

3.2 Payment Account Details.

You must, to the extent Law requires, obtain a Customer's consent before you collect, use, retain or disclose the Customer's Payment Account Details in connection with your use of the Stripe Terminal Services. Upon Stripe's request, you must promptly provide evidence of those consents to Stripe.

3.3 Disclaimer for "Offline" Mode.

To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates for losses, damages or costs arising out of or relating to the use of a Stripe Terminal Product with intermittent, limited or no internet connectivity (referred to as "offline" mode), including a failure to successfully complete a Transaction (for example, the Customer swipes a payment card while the Stripe Terminal Product is in "offline" mode, the Customer departs the place where the Stripe Terminal Product is located with his or her payment card, and

afterward an error processing the attempted Transaction occurs, or the Transaction is declined for any reason, when the Stripe Terminal Product is taken out of “offline” mode).

Stripe Terminal - Platform

Last modified: November 7, 2022

1. Stripe Terminal Services.

These terms (“**Stripe Terminal Terms**”) supplement the General Terms and govern your use of the Stripe Terminal Services.

2. Stripe Terminal Software; Stripe Terminal Documentation.

2.1 Terminal Device Software.

Certain Stripe Terminal Products require the Terminal Device Software to be installed on them to function. By using the Stripe Terminal Products, you agree to be bound by the [Terminal Device EULA](#), which governs your use of the Terminal Device Software.

2.2 Use of Terminal SDK.

If you access the Stripe Terminal Services using the Terminal SDK, then you must not, and must not enable or allow any third party to:

- (a) use the Terminal SDK in any way other than for the purpose for which it was provided and in compliance with the Stripe Terminal Documentation and this Agreement;
- (b) remove, obscure, modify or otherwise tamper with notices (including trademark, copyright and other proprietary notices) or legends contained in the Terminal SDK;
- (c) use the Terminal SDK other than in conjunction with the Stripe Terminal Products and Stripe Terminal Services; or
- (d) use the Terminal SDK in any way that would subject it, or any part of it, to license terms that seek to require any Stripe Terminal Product, Stripe Terminal Documentation, Service, or any Stripe IP Right to be licensed to (or shared with) any third party in source code form, with rights to make derivative works, or with rights to redistribute at no charge.

2.3 Updates to Terminal Device Software.

You must keep the Terminal Device Software up to date by installing Updates as the Terminal Device EULA requires.

2.4 Updates to Stripe Terminal Software for Custom Accounts and Express Accounts.

This Section 2.4 applies if you have Custom Accounts or Express Accounts. Stripe, or the licensor of the Stripe Terminal Software, may from time to time make available Updates to the Stripe Terminal Software. An Update is mandatory unless Stripe designates it as optional or discretionary. Stripe will notify you of each mandatory Update that it does not push to your Custom Accounts and Express Accounts. Upon receipt of an Update notice from Stripe, you must immediately notify your Custom Accounts and Express Accounts that use the Stripe Terminal Services (a) of the Update; (b) whether the Update is mandatory, optional or discretionary; (c) if the Update is mandatory, the deadline for installing the Update; and (d) that they may not be able to continue using the Stripe Terminal Services if they do not install the mandatory Update by the deadline. You must ensure that your Custom Accounts and Express Accounts install each mandatory Update by the date or within the time period stated in the notice; or, if there is no date or period stated in the notice, then no later than 30 days after the date of Stripe's notice.

2.5 Stripe Terminal Documentation.

References to Documentation in this Agreement will be read as references to Stripe Terminal Documentation, with respect to the Stripe Terminal Services, Stripe Terminal Software and Stripe Terminal Products.

3. Use of the Stripe Terminal Services.

3.1 General.

You may only use the Stripe Terminal Services in compliance with the Terminal Purchase Terms, if applicable, and this Agreement.

3.2 Payment Account Details.

You must, to the extent Law requires, obtain a Customer's consent before you collect, use, retain or disclose the Customer's Payment Account Details in connection with your use of the Stripe Terminal Services. Upon Stripe's request, you must promptly provide evidence of those consents to Stripe.

3.3 Disclaimer for "Offline" Mode.

To the maximum extent permitted by Law, the Stripe Parties will not be liable to you, your Affiliates or your Connected Accounts for losses, damages or costs arising out of relating to the use of a Stripe Terminal Product with intermittent, limited or no internet connectivity (referred to as “offline” mode), including a failure to successfully complete a Transaction (for example, the Customer swipes a payment card while the Stripe Terminal Product is in “offline” mode, the Customer departs the place where the Stripe Terminal Product is located with his or her payment card, and afterward an error processing the attempted Transaction occurs, or the Transaction is declined for any reason, when the Stripe Terminal Product is taken out of “offline” mode).

3.4 Tap to Pay on iPhone.

As part of the Stripe Terminal Services, Stripe may enable you to use Tap to Pay on iPhone (as described in the Documentation) to accept Transactions on a compatible Apple product. Your use of the Tap to Pay on iPhone service is subject to, and you agree to comply with, these [Apple Acceptance Platform User Terms and Conditions](#).

4. Termination.

These Stripe Terminal Terms automatically terminate if the Stripe Connect Terms terminate for any reason.

Stripe Treasury - Connected Accounts

Last modified: May 26, 2023

1. Stripe Treasury Services.

These terms (“**Stripe Treasury Accountholder Terms**”) supplement the General Terms and govern your use of the Stripe Treasury Services as a Stripe Treasury Accountholder. If you are a Stripe Connect Platform using the Stripe Treasury Services for your own business purposes, these Stripe Treasury Accountholder Terms apply to you as a Stripe Treasury Accountholder, and references to “Stripe Connect Platform” in these terms are also references to you.

2. Use of the Stripe Treasury Services.

2.1 Scope.

Stripe Treasury Services are money transmission services, and SPC is a licensed money transmitter and registered money services business, as defined under the Treasury Regulatory Requirements. You must reside in the Stripe Treasury Territory to use the Stripe Treasury

Services. Your Stripe Connect Platform will provide you access to the Stripe Treasury Services (if applicable). Subject to the Treasury Regulatory Requirements and these Stripe Treasury Accountholder Terms, you and your Treasury Authorized Users will be able to (a) add funds to your Financial Account via ACH, wire transfer and other supported funding methods; and (b) transfer funds from your Financial Account to any account able to receive ACH or wire transfers at any financial institution.

2.2. Acknowledgments.

You acknowledge that:

- (a) SPC and its Affiliates are not banks;
- (b) the Financial Account is a virtual prepaid account and is not a demand deposit (checking) account, savings account, or other asset or bank account with SPC, an Affiliate of SPC, a Treasury Bank or an Affiliate of a Treasury Bank;
- (c) SPC will act as your agent with respect to the Financial Account;
- (d) SPC will select the Treasury Bank through which your Financial Account is created;
- (e) SPC makes no representation about the sufficiency of the capitalization of the Treasury Bank where your funds are held;
- (f) SPC may appoint Stripe as its agent or service provider to exercise its rights and perform its obligations under these Stripe Treasury Accountholder Terms, other than with respect to money transmission services; and
- (g) your use of the Stripe Treasury Services may be subject to additional terms specific to your Stripe Connect Platform, which your Stripe Connect Platform will provide at the time you request access to the Stripe Treasury Services.

3 ACH Access.

(a) Under the Nacha Operating Rules, you are the Originator of the Entries you originate via your Financial Account. You must (a) obtain the consent of each of your payors and payees in compliance with the Nacha Operating Rules before originating an Entry over the ACH Network to debit or credit their account; and (b) maintain the security and integrity of all information you collect in the course of making an Entry. SPC may suspend your access to the ACH Network if you originate an Entry that results in a dispute or unauthorized Financial Account Transaction.

(b) Your rights and obligations concerning any credit Entry transmitted via the ACH Network are governed by, and construed in accordance with, the laws of the State of New York. Credit given to the recipient by the recipient's financial institution for any such credit Entry will be provisional until the recipient's financial institution has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A of the Uniform Commercial Code as enacted in the State of New York. If the recipient's financial institution does not receive such payment for the credit Entry, the recipient's financial institution is entitled to a refund from the recipient in the amount of the credit to the recipient's account, and you will not be considered to have paid the amount of the credit Entry to the recipient.

4. Custodial Account; FDIC Insurance.

SPC will hold the funds represented in the Financial Accounts in Custodial Accounts and will have control over those funds. Despite Section 5.2 of the General Terms, SPC and its Affiliates will not invest funds held in the Custodial Accounts, except as contemplated under Section 8.6 of these Stripe Treasury Accountholder Terms. Funds in the Custodial Accounts are expected to be eligible for pass-through FDIC Insurance, up to the then-current per depositor limit. FDIC Insurance coverage is contingent on determinations FDIC makes at the time the Treasury Bank goes into receivership or other form of insolvency. The FDIC Insurance per depositor limit applies to the aggregate of all funds that you have on deposit with the relevant Treasury Bank as beneficial owner, including all funds in another account with the Treasury Bank. FDIC Insurance applies only to funds that have settled in a Financial Account and does not apply to funds that are provisionally credited to a Financial Account or that are pending but not yet settled.

5. Set Up and Operation of the Financial Account

5.1. Identity Verification.

You must provide all information that SPC, your Stripe Connect Platform and the Treasury Bank require to open a Financial Account or add a Treasury Authorized User to a Financial Account, including:

- (a) your full name and address;
- (b) a government-issued identification number, such as a social security number (SSN) or taxpayer identification number (TIN); and
- (c) if you are an individual, your date of birth.

5.2 Representation and Warranty.

You represent as of the date you provide the information, and warrant at all times during the Term, that all information that you provide or make available to SPC and your Stripe Connect Platform in connection with your Financial Account (including all information pertaining to your country of citizenship, residence, principal place of business, and legal and tax status) is accurate and complete. You must promptly notify your Stripe Connect Platform of each change to that information. You represent as of the date you request to open a Financial Account, and warrant at all times during the Term, that, if you are an individual opening the Financial Account for a business that is a sole proprietorship, you are the sole owner of that business.

5.3 Authority to Conduct Checks.

You authorize SPC, your Stripe Connect Platform and the Treasury Bank to obtain information about you from their service providers and other third parties, including credit reporting agencies and information bureaus. If required, you must authorize and direct these third parties to compile and provide this information to SPC or the Treasury Bank, as applicable. You agree that this information may include your name, addresses, credit history and other data (including Personal Data) about you, your representatives and your owners.

5.4 Remedies for SPC.

SPC may restrict or close your Financial Account if it or your Stripe Connect Platform is unable to obtain information about or related to you to satisfy Know Your Customer (KYC) and customer identification requirements.

5.5 Not Subject to Sanctions.

By opening a Financial Account, you represent as of the date you request the Stripe Treasury Services, and warrant at all times during the Term, that neither you nor any beneficial owner of your Financial Account is designated under or covered by any sanctions program administered or enforced by the United States Department of the Treasury's Office of Foreign Assets Control.

6. Tax Reporting.

6.1 Obligation to Provide Form W-9.

You must provide a Form W-9 certifying your tax identification number to SPC when interest starts accruing (or if Stripe requests, upon opening the Financial Account), to enable SPC to report any interest income paid on your funds held in the Custodial Account and allocated to your Financial Account. SPC will not accept a Form W-8 in lieu of a Form W-9.

6.2 Withholding by SPC.

If you are subject to backup withholding or if the IRS notifies SPC or a Treasury Bank that the Treasury Bank does not have a correct tax identification number for you, then SPC may cooperate with the Treasury Bank and withhold and remit to the IRS a percentage of any interest paid and allocated to your Financial Account. Amounts withheld are reported to the IRS as federal tax withheld and will be noted on your IRS Form 1099.

6.3 Responsibility for Tax Reporting.

You are responsible for (a) determining your tax liability related to your Financial Account; and (b) reporting and remitting in a timely manner all taxes due to the appropriate tax authority. SPC or the Treasury Bank will disclose to the relevant tax authorities all income derived from the funds held on your behalf in the Custodial Account (if any) if the Treasury Regulatory Requirements require.

6.4 Obligation to Inform.

You must promptly notify your Stripe Connect Platform of all changes related to your tax affairs, and provide all information that it or SPC requests to comply with the Treasury Regulatory Requirements.

6.5 Obligation to Provide Information.

You must assist SPC and your Stripe Connect Platform by providing records and other information as the Treasury Bank may request.

7. Treasury Authorized Users.

7.1 Instructions from Stripe Connect Platform.

You authorize SPC to accept instructions from your Stripe Connect Platform with respect to Financial Account Transactions, manage your Financial Account and take other action on your Financial Account. You must provide your Stripe Connect Platform with all information regarding your Treasury Authorized Users, any agent appointed under an applicable power of attorney, and the electronic credentials (such as logins) for your Financial Account, and you must immediately provide your Stripe Connect Platform with updated information if that information changes. You must notify your Stripe Connect Platform at least 5 business days before making any change to (a) your form of ownership (such as changing from a sole proprietor to a limited liability company or corporation); or (b) your Treasury Authorized Users.

7.2 Agents.

If you choose to appoint an agent under a power of attorney to manage the Financial Account, the power of attorney must be in a form acceptable to your Stripe Connect Platform and SPC. SPC and your Stripe Connect Platform may rely on a copy of the power of attorney and are not required to confirm its validity.

7.3 Instructions.

If SPC chooses to comply with an instruction that your Stripe Connect Platform transmits, SPC may impose any condition, including requiring that you provide SPC with a surety bond or put in place an indemnity agreement in a form that is satisfactory to SPC. SPC may refuse to comply with an instruction from your Stripe Connect Platform if SPC believes that:

- (a) the instruction is fraudulent or you did not authorize it;
- (b) there are multiple or conflicting instructions;
- (c) your Treasury Authorized User or agent is exceeding their authority in giving the instruction;
or
- (d) complying with the instruction may expose SPC or its Affiliates to liability.

8. Operating Your Financial Account.

8.1 Denomination.

Your Financial Account is denominated in U.S. Dollars only. Financial Account Transactions in other currencies are not permitted.

8.2 Accessing Your Financial Account.

You may access your Financial Account and the Stripe Treasury Services through the Stripe Treasury Dashboard, and by any other means your Stripe Connect Platform makes available to you. You may use the Stripe Treasury Dashboard to view your Stripe Treasury Account Information and conduct Financial Account Transactions, including adding funds to your Financial Account, transferring funds, and making payments from your Financial Account to third parties. If you use other Services made available to you in connection with your Financial Account or the Stripe Treasury Dashboard, as applicable, additional terms may apply to those Services. You must use the Stripe Treasury Dashboard only in compliance with the documentation that your Stripe Connect Platform makes available to you.

8.3 Account Security.

You must keep your account credentials and the devices on which you access your Financial Account secure and confidential at all times. You must notify SPC immediately at treasury-support@stripe.com if there has been any actual or suspected unauthorized access to your credentials. In addition to being responsible for Financial Account Transactions conducted on your Financial Account, you are responsible for all losses, damages and costs that SPC and its Affiliates suffer as a result of your delay in notifying SPC of the unauthorized access.

8.4 Representations and Warranties.

You represent on the date you first use the Stripe Treasury Services, and warrant at all times during the Term, that:

- (a) you are engaged in a commercial business enterprise organized and operating in the Stripe Treasury Territory;
- (b) you reside in the Stripe Treasury Territory;
- (c) you do not use the Financial Account to send or receive a payment to or from any bank account or any wire transfer provider located outside the Stripe Treasury Territory;
- (d) you comply with all Treasury Regulatory Requirements in connection with your use of the Stripe Treasury Services;
- (e) no funds transferred into your Financial Account are proceeds from any criminal activity; and
- (f) you do not use the Stripe Treasury Services to enable any individual or entity (including you) to benefit from any Restricted Business.

8.5 Authorization to Share Information.

Unless the Treasury Regulatory Requirements or Stripe's [Privacy Policy](#) prohibits SPC from doing so, you authorize SPC and its Affiliates to share information about you, your Financial Account, and Financial Account Transactions, with your Stripe Connect Platform and other third parties, including the Treasury Bank:

- (a) to open the Financial Account and complete Financial Account Transactions;
 - (b) in connection with investigating any claim you initiate;
 - (c) to comply with Law applicable to Stripe, the Treasury Bank or your Stripe Connect Platform;
- and

(d) to comply with an arbitration order.

8.6 Interest.

(a) *No Interest Unless Advised.* Unless your Stripe Connect Platform advises you otherwise, you will not earn interest on funds in your Financial Account.

(b) *Allocation of Interest.* If SPC establishes an interest-bearing Custodial Account and your Stripe Connect Platform informs you that your Financial Account will bear interest, then SPC will allocate accrued interest under that Custodial Account in the proportion that your average daily balance during the preceding month bears to the average daily balance of all funds that are held in that Custodial Account over the same time period and calculated on the same basis. SPC will allocate interest to your Financial Account only in whole cents. Any fractional amount of the interest amount that would otherwise be credited to your Financial Account that is less than half of one cent will be rounded down and that fractional amount will be carried over to the following month. Any fractional amount of the funds equal to half of one cent or more will be rounded up and that fractional amount will be carried forward as negative accrual to the following month.

8.7 Legal Process.

You authorize SPC to comply with each Legal Process relating to you or your Financial Account that SPC or your Stripe Connect Platform receives, without needing to determine whether that Legal Process was validly issued or is enforceable. If a Hold is in effect, SPC will continue to charge all applicable fees, even though your Financial Account cannot be closed. SPC may charge you a fee for, and recover SPC's costs incurred in, complying with each Legal Process. If the Treasury Regulatory Requirements permit, SPC will deduct those fees and costs from your Available Treasury Balance.

8.8 Abandoned Property.

If the Treasury Regulatory Requirements presume you have abandoned your Financial Account, then SPC will turn over the Available Treasury Balance (excluding funds subject to pending debit Financial Account Transactions or Holds) to the appropriate Governmental Authority in the Stripe Treasury Territory according to the Treasury Regulatory Requirements. You must follow the procedures that the Governmental Authority specifies to obtain your funds.

9. Transactions on Your Financial Account.

9.1 Available Treasury Balance.

Solely for the purpose of determining whether funds are available to be transferred or paid out of your Financial Account, the Available Treasury Balance is (a) increased by the amount of any pending provisionally credited Financial Account Transactions (excluding pending returns) in your Financial Account; and (b) decreased by the amount of Holds on funds in your Financial Account. You can view your Available Treasury Balance on the Stripe Treasury Dashboard.

9.2 Adding Funds to Your Financial Account.

(a) *How to Add Funds.* You may add funds to your Financial Account by a Financial Account Transaction (such as a direct deposit or an electronic transfer from an external account you own), wire transfer, or from another account at a Treasury Bank.

(b) *Agency.* You authorize SPC to act as your agent with regard to processing and collecting your Financial Account Transactions. SPC may endorse any credit Financial Account Transaction you present to be added to your Financial Account. If there is a qualified endorsement on a credit Financial Account Transaction, SPC may place your unqualified endorsement on the credit Financial Account Transaction.

(c) *No Obligation to Notify.* SPC is not obligated to notify you promptly after funds are added into your Financial Account. You can confirm via the Stripe Treasury Dashboard whether SPC has received a Financial Account Transaction that adds funds to your Financial Account.

9.3 Transfers from your Financial Account.

By initiating a transfer from your Financial Account via the Stripe Treasury Dashboard, you authorize your Stripe Connect Platform to instruct SPC to make the Financial Account Transaction you specify. SPC may deduct the amount of each transfer that your Stripe Connect Platform initiates or approves from your Available Treasury Balance, even if the transfer has not yet been completed. SPC may refuse any transfer (a) by any method that SPC does not specifically permit for your Financial Account; or (b) that does not include all information SPC or the Treasury Bank requires.

9.4 Funds Availability.

(a) *Cut-Off Times.* SPC establishes Cut-Off Times for various Financial Account Transactions and SPC will provide those Cut-Off Times to you through the Stripe Treasury Dashboard or otherwise in writing. SPC may change the Cut-Off Time from time to time. Any change to the Cut-Off Time will be effective immediately and without notice to you. You may contact SPC at any time to verify the Cut-Off Time.

(b) *Relevance of Cut-Off Times.* Subject to Section 9.4(c) of these Stripe Treasury Accountholder Terms, funds from ACH, wire transfer or a transfer from an account with the Treasury Bank that SPC receives before the Cut-Off Time will be available in your Financial Account on that business day. SPC must receive requests that you make via the Stripe Treasury Dashboard to transfer funds from your Financial Account before the Cut-Off Time in order to initiate the transfer on the same business day. If SPC receives a transfer request on or after the Cut-Off Time or on a day that is not a business day, SPC will generally initiate the transfer on the next business day.

(c) *Right to Hold Transfers.* SPC may Hold funds transferred to your Financial Account by ACH, wire transfer or a transfer from a Financial Account with the Treasury Bank if SPC has reasonable cause to doubt collectability, is concerned about potential fraud, including for new Financial Accounts or large transfers of funds, or is concerned about compliance with the Treasury Regulatory Requirements. SPC may place a Hold for more than your Available Treasury Balance.

9.5 Account Numbers.

SPC and any other person involved in the Financial Account Transaction may rely on the routing number and account number that you provide when giving a transfer instruction. If the transfer instruction gives both a routing number or account number and a name, and the name identifies a different person from the account owner identified by the number, SPC and any other person that handles the instruction may still rely exclusively on the number.

9.6 Processing Order.

SPC will process your Financial Account Transactions on each business day in the following order:

(a) first, transfers to your Financial Account that SPC receives from your Stripe Connect Platform before the Cut-Off Time will be processed in the order in which SPC receives them, but any amounts credited to your Financial Account are provisionally credited until those funds clear; and

(b) second, transfers from your Financial Account (e.g., other Financial Account Transactions resulting in deducting funds from your Financial Account) that SPC receives by the Cut-Off Time will be processed in the order in which SPC receives them.

Reversals of provisional credits may occur at any time during this process. SPC may use a different processing order if the Treasury Regulatory Requirements require.

9.7 No Overdrafts.

There is no overdraft feature associated with your Financial Account. If your Available Treasury Balance is not sufficient to pay for each Financial Account Transaction in the order in which it is processed, SPC may return or reject the Financial Account Transaction, or SPC may permit the Financial Account Transaction to proceed, in which case your Financial Account may become overdrawn. SPC does not impose a fee when it returns or rejects a Financial Account Transaction for which there are insufficient funds. However, third parties may impose a fee or other charge (such as penalty interest) for dishonored or late payments, and you are solely responsible for those fees and charges.

9.8 Use of Provisional Funds.

All Financial Account Transactions credited to your Financial Account are provisionally credited subject to final settlement. If SPC permits you to transfer funds from your Financial Account before final settlement has been made for any provisionally credited Financial Account Transaction, and final settlement is not made, then you will be liable to SPC for the amount of the drawn provisional credit, collection costs, attorneys' fees, and all other losses, damages or costs that SPC incurs in allowing the Financial Account Transaction to proceed. SPC has the right to (a) charge your Financial Account; (b) obtain a refund from you; and (c) charge back any provisionally credited Financial Account Transaction. Except to the extent caused by SPC's gross negligence or willful misconduct, SPC will not be liable for any losses, damages or costs resulting from any reversal of credit or return of any Financial Account Transactions.

9.9 Your Right to Stop Payment.

If you wish to stop any scheduled or preauthorized transfer from your Financial Account, then you must give your Stripe Connect Platform instructions to do so in time for the Stripe Connect Platform to instruct SPC at least 3 business days before the day on which the Financial Account Transaction is scheduled to be made. If you scheduled or preauthorized the transfer via the Stripe Treasury Dashboard, then you may change or cancel the transfer via the Stripe Treasury Dashboard at least 3 business days before the day on which the Financial Account Transaction is scheduled to be made.

9.10 SPC's Right to Refuse.

To the extent the Treasury Regulatory Requirements do not prohibit the actions listed in this Section 9.10, SPC may refuse to complete any Financial Account Transaction, including:

(a) if your Financial Account has insufficient funds to cover a Financial Account Transaction;

(b) if SPC is unable to verify ownership of or other information about your Financial Account, or the individual or entity to or from whom the funds will be transferred;

(c) to protect the security of your Financial Account and SPC's systems; or

(d) if the Financial Account Transaction would violate these Stripe Treasury Accountholder Terms or the Treasury Regulatory Requirements.

9.11 Financial Account Transaction Limitations.

There are limits on the number and value of Financial Account Transactions that you may make from your Financial Account, which are described on the Stripe Treasury Dashboard or otherwise disclosed by SPC or your Stripe Connect Platform. SPC may allow Financial Account Transactions that exceed applicable limits, or temporarily reduce your limits from time to time without notice (unless the Treasury Regulatory Requirements require otherwise). SPC or your Stripe Connect Platform may change the limits at any time.

9.12 Reviewing Your Financial Account Transactions.

(a) *Obligation to Review.* You must review your Financial Account history and each Financial Account Transaction as soon as possible. If you believe that there is an error or discrepancy in a Financial Account Transaction, you must notify your Stripe Connect Platform promptly, and no later than 30 days after your Stripe Connect Platform makes the Financial Account history available to you (or, if applicable, a longer period stated in the Treasury Regulatory Requirements). If you believe an unauthorized Financial Account Transaction has been made on your Financial Account, then you must immediately notify your Stripe Connect Platform, and in any case within 1 day after you become aware. If SPC or your Stripe Connect Platform requests, you must submit a written statement with details about the unauthorized Financial Account Transaction. If you fail to notify your Stripe Connect Platform as required under this Section 9.12(a), or your Stripe Connect Platform does not notify SPC in a timely manner, then losses, damages, or costs you suffer as a result of the unauthorized Financial Account Transaction may not be recoverable, or recovery may be more time consuming or difficult.

(b) *Assistance in Investigations.* You must assist SPC and your Stripe Connect Platform in the investigation and related prosecution of claims for unauthorized Financial Account Transactions by completing the appropriate statements and reports that SPC or your Stripe Connect Platform reasonably requests.

9.13 Withholding Financial Account Transactions.

If after final settlement of any Financial Account Transaction, you or any third party asserts a claim to your Stripe Connect Platform alleging that the Financial Account Transaction was altered, contained a forged or unauthorized signature or endorsement, or was not properly payable for any reason, then SPC may withhold the amount of the Financial Account Transaction from your Financial Account until the claim is finally investigated and resolved.

9.14 Liability Related to Financial Account Transactions.

You are responsible for all Financial Account Transactions on your Financial Account, whether or not they are authorized. To the maximum extent permitted by Law, the Stripe Parties will not be liable to you, your Affiliates or any third party for any losses, damages or costs arising out of or relating to:

- (a) a failed Financial Account Transaction on your Financial Account, including if SPC decides to refuse to pay or decline any Financial Account Transaction or if a Financial Account Transaction fails due to circumstances outside of SPC's control;
- (b) SPC or your Stripe Connect Platform completing a Financial Account Transaction or otherwise acting in reliance upon any incorrect or incomplete information provided or made available to SPC or your Stripe Connect Platform;
- (c) SPC's refusal to comply with your Stripe Connect Platform's instructions under Section 7.3 of these Stripe Treasury Accountholder Terms; or
- (d) any correspondent bank's negligence or failure, or funds lost in transit.

9.15 Compliance with ERISA.

You represent on the date you first use the Stripe Treasury Services, and warrant at all times during the Term, that you do not loan funds to your Financial Account or otherwise deliver property to SPC on behalf of:

- (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA;
- (b) a "plan" within the meaning of Section 4975(e)(1) of the IRS Code;
- (c) an entity whose underlying assets constitute "plan assets" subject to Title I of ERISA or Section 4974 of the IRS Code by reason of Section 3(42) of ERISA, U.S. Department of Labor Regulation 29 C.F.R. Section 25.10.3-101 or otherwise; or
- (d) a "governmental plan" (as defined in ERISA or the IRS Code) or another type of plan (or an entity whose assets are considered to include the assets of a governmental plan or other plan)

that is subject to any Law or restriction that is substantively similar or of similar effect to Section 406 of ERISA or Section 4975 of the IRS Code.

You must promptly notify your Stripe Connect Platform if you breach this Section 9.15.

10. Fees and Security.

10.1 Fees.

(a) *Fee Disclosure.* Your Stripe Connect Platform is responsible for disclosing to you all applicable fees (if any) that apply to your use of the Stripe Treasury Services. Your Stripe Connect Platform will disclose those fees at the time you request access to the Stripe Treasury Services and will disclose any changes before they take effect.

(b) *Your Responsibility for Disputes.* To the maximum extent permitted by Law, you are liable to SPC for all losses, damages and costs that SPC incurs as a result of any dispute involving your Financial Account, including as a result of relying on your Stripe Connect Platform's representations or instructions. You authorize SPC to (i) deduct these losses, damages and costs from funds in your Financial Account; or (ii) set them off in accordance with Section 10.1(c) of these Stripe Treasury Accountholder Terms with or without prior notice to you.

(c) *Setoff.* SPC may deduct, recoup or setoff all fees you owe SPC (if any) from funds in your Financial Account, even if this would cause an overdraft. Alternatively, SPC may invoice you for some or all of those fees on a monthly basis in arrears, and you must pay the fees within 30 days after the date of the invoice.

10.2 Security Interest.

(a) *Grant of Security to SPC.* To secure debt that you owe to SPC, its Affiliates, or the respective service providers of each (if any, and including amounts owed to SPC that arose from overdrafts or drawn provisional credit under Section 9.7 of these Stripe Treasury Accountholder Terms), you grant SPC a first-priority security interest in, lien on and right of setoff against, all of your rights in (i) your Financial Account; (ii) the funds SPC holds on your behalf in the Custodial Account (if any); (iii) the interest or income (if any) arising from the Financial Account or the funds in that account, the property acquired with the Financial Account or those funds (if any), and all rights related to the Financial Account and those funds; and (iv) the funds in your Stripe Account (if any). The debts that are secured by this security interest, lien and right of setoff include overdrafts and fees that you may owe in relation to your Financial Account, as well as amounts owed to SPC by another individual or entity if you have guaranteed that you will pay their debts. If a debt like this is due or overdue, SPC may use the funds in your Financial Account

to pay all or part of that debt. The Law of the state in which the Treasury Bank is headquartered applies to the funds SPC holds on your behalf in the Custodial Account. SPC may file financing statements under the California Uniform Commercial Code to perfect this security interest in the places, in the form and to the extent it considers necessary or appropriate. SPC will have all the rights of a secured party under the California Uniform Commercial Code with respect to this security interest.

(b) *No Other Securities*. You must not grant a security interest in, lien on or right of setoff against, any collateral described in Section 10.2(a) of these Stripe Treasury Accountholder Terms to any other individual or entity.

11. Restricting or Closing Your Financial Account.

11.1 Restricting Your Financial Account.

SPC may decline, delay, freeze or reverse a Financial Account Transaction or part of a Financial Account Transaction, restrict access to your Financial Account or information on your Financial Account, or remove funds from your Financial Account to hold them pending investigation to protect you, SPC or SPC's Affiliates, or to comply with the Treasury Regulatory Requirements or other legal obligations. Examples of circumstances where SPC may exercise these rights include where:

- (a) you maintain your Financial Account at \$0 for at least 90 consecutive days;
- (b) your Financial Account has been inactive for at least 12 months;
- (c) you breach Section 8.4 of these Stripe Treasury Accountholder Terms;
- (d) your Financial Account is involved in any Legal Process;
- (e) SPC or your Stripe Connect Platform receives conflicting information or instructions regarding ownership, control or activity of your Financial Account;
- (f) SPC or your Stripe Connect Platform suspects that you may be the victim of a fraud, scam or financial exploitation; and
- (g) SPC or your Stripe Connect Platform suspects that a Financial Account Transaction involving you or your Financial Account may involve illegal activity or may be fraudulent.

11.2 Replacement Financial Account.

SPC may transfer your Stripe Treasury Account Information and documentation to a replacement Financial Account and account number, including if your Financial Account is reported as compromised, or if SPC reasonably believes it is necessary to protect your Financial Account's security. SPC may move SPC's Custodial Accounts (and therefore your Financial Account) to a different financial institution.

11.3 Closing Your Financial Account.

(a) *By SPC.* SPC may close your Financial Account at any time for any reason upon notice to you or your Stripe Connect Platform.

(b) *By You.* You may close your Financial Account at any time by giving 30 days' notice to your Stripe Connect Platform. During this 30-day period, you may transfer funds from your Financial Account in compliance with these Stripe Treasury Accountholder Terms.

(c) *SPC Can Keep Financial Account Open.* SPC is not required to close your Financial Account at your Stripe Connect Platform's request if (i) you have pending Financial Account Transactions; (ii) there is an overdraft on your Financial Account; or (iii) your Financial Account is subject to Legal Process. In those cases, SPC may restrict your Financial Account against all future withdrawals, other than those made under Legal Process, until pending Financial Account Transactions are paid or returned, the account balance is no longer negative, and any legal restriction has been released. If your account balance is greater than \$0, after SPC deducts fees, expenses, claims and other deductions that SPC has the right to make, SPC may require you to withdraw the remaining balance before SPC closes your Financial Account.

(d) *Consequences of Closing Financial Account.* After your Financial Account is closed, SPC has no obligation to accept funds into your Financial Account, process Financial Account Transactions through the Financial Account on your behalf, or satisfy any outstanding demands for payment. But, SPC may reopen your Financial Account if SPC receives funds payable to your Financial Account.

(e) *Access to Account History.* After your Financial Account is closed, SPC will enable your Stripe Connect Platform to provide you access to your Financial Account history for 60 days.

11.4 Adverse Claims.

If there are conflicting instructions with respect to your Financial Account or if there is any dispute regarding your Financial Account, then without limiting SPC's rights under these Stripe Treasury Accountholder Terms, SPC may refer the conflict or dispute to a court for resolution. If

any person notifies SPC of a dispute, SPC does not need to decide if the dispute has merit before SPC takes further action. SPC may exercise any of these rights without notice to you.

12. Limitation of Liability.

To the extent that the Treasury Regulatory Requirements invalidate or render unenforceable any limitations or exclusions of liability of SPC and its Affiliates under this Agreement with respect to failing to stop payment on a Financial Account Transaction, or paying a Financial Account Transaction bearing an unauthorized or forged signature or endorsement, then the Stripe Parties' aggregate liability with respect to those circumstances will be limited to the face value of the Financial Account Transaction.

13. Interpretation.

In these Stripe Treasury Accountholder Terms, references to "business days" are to business days in the City of New York on which the Treasury Bank is open to the public for carrying on substantially all of its banking functions.

Stripe Treasury - Platform

Last modified: May 26, 2023

1. Stripe Treasury Services.

These terms ("**Stripe Treasury Platform Terms**") supplement the General Terms and the Stripe Connect Terms, and govern your ability to offer the Stripe Treasury Services to Connected Accounts. These Stripe Treasury Platform Terms do not apply to your use of the Stripe Treasury Services for your own business purposes. If you wish to use the Stripe Treasury Services for those purposes, then the Stripe Treasury Accountholder Terms will apply to you as a Stripe Treasury Accountholder, except that references to "Stripe Connect Platform" in those terms are also references to you.

2. Access to the Stripe Treasury Services.

You must not offer, market or otherwise make the Stripe Treasury Services available to Connected Accounts located outside of the Stripe Treasury Territory. You must ensure that no Connected Account uses the Stripe Treasury Services outside of the Stripe Treasury Territory.

3. Onboarding Connected Accounts.

3.1 General Responsibility.

You must ensure that each Connected Account that wishes to access the Stripe Treasury Services successfully completes the onboarding requirements described in Section 3.2 of these Stripe Treasury Platform Terms. Stripe or its Affiliate, as well as the applicable Treasury Bank, must approve each Connected Account as part of the onboarding process before the Connected Account uses the Stripe Treasury Services.

3.2 Information and Consent. You must:

(a) submit, or ensure that each Connected Account submits, all Stripe Treasury Account Information that Stripe, its Affiliates and the applicable Treasury Bank request to verify and screen the Connected Account's eligibility to access the Stripe Treasury Services, and confirm that the Connected Account is not engaging in a Restricted Business;

(b) ensure that each Connected Account you intend to onboard as a Stripe Treasury Accountholder agrees to the Stripe Treasury Accountholder Terms before accessing the Stripe Treasury Services. At Stripe's request, you must provide proof as Stripe requires that the Stripe Treasury Accountholder Terms are binding on the Connected Account. If Stripe believes that your existing acceptance process does not create a binding agreement between Stripe and the Connected Account, then, upon Stripe's request, you must modify that process as Stripe requires;

(c) notify each Connected Account if Stripe approves its access to the Stripe Treasury Services, and promptly notify a Connected Account that becomes a Stripe Treasury Accountholder if Stripe suspends or terminates its access to the Stripe Treasury Services; and

(d) notify Stripe Treasury Accountholders of all changes to the Stripe Treasury Accountholder Terms and ensure that those Stripe Treasury Accountholders agree to them. If any Stripe Treasury Accountholder does not agree to the modified Stripe Treasury Accountholder Terms, then you must immediately stop making the Stripe Treasury Services available to that Stripe Treasury Accountholder.

4. Responsibility for Stripe Treasury Accountholders.

You must ensure that Stripe Treasury Accountholders, along with their Treasury Authorized Users, comply with the Stripe Treasury Accountholder Terms. Upon Stripe's request, you must assist with enforcing the Stripe Treasury Accountholder Terms against Stripe Treasury Accountholders and Treasury Authorized Users. You must prohibit Stripe Treasury Accountholders from sending or receiving international wires using the Stripe Treasury Services. You must ensure that Stripe Treasury Accountholders implement and comply with any changes to the Stripe Treasury Services, which Stripe will communicate to you.

5. Account Management and Support for Stripe Treasury Accountholders.

5.1 Dashboard for Stripe Treasury Accountholders.

You must provide and maintain a Stripe Treasury Dashboard for use by Stripe Treasury Accountholders.

5.2 Integration with Stripe API.

Promptly after Stripe notifies you that Stripe-hosted onboarding is available, you must integrate with the Stripe API according to the Documentation in a way that allows (a) Stripe or its Affiliate to host onboarding of Stripe Treasury Accountholders; and (b) you or Stripe, at your option, to be responsible for providing Stripe Treasury Accountholder account management and access to the Stripe Treasury Services.

5.3 Obligation to Pass On Information.

If you elect to be responsible for providing Stripe Treasury Accountholder account management and access to the Stripe Treasury Services, then you must pass on to the Stripe Treasury Accountholders, without changes or deletions, all information that Stripe and its Affiliates make available for you to pass on to them. You must ensure that all information, including account balances, transaction history and customer service issues, that you pass from the Stripe Treasury Accountholders to Stripe and its Affiliates is accurate and complete.

5.4 Communicating Fees.

You must clearly communicate to each Stripe Treasury Accountholder all fees (if any) that you charge that are related to the Stripe Treasury Services, and specify whether or not those fees are passthrough fees from Stripe.

5.5 Support.

You must provide all support to Stripe Treasury Accountholders and Treasury Authorized Users according to the Stripe Treasury Product Guidelines.

6. Compliance.

6.1 Generally.

You must (a) make the Stripe Treasury Services available to Stripe Treasury Accountholders according to the Treasury Regulatory Requirements; and (b) ensure that Stripe Treasury Accountholders and Treasury Authorized Users access the Stripe Treasury Services in

compliance with the Treasury Regulatory Requirements. You must not, and must ensure that Stripe Treasury Accountholders and Treasury Authorized Users do not take or fail to take any action that could cause Stripe, a Stripe Affiliate or any applicable Treasury Bank to violate any Treasury Regulatory Requirement.

6.2 Stripe Treasury Product Guidelines.

You must (a) ensure that each Stripe Treasury Accountholder complies with all Stripe Treasury Product Guidelines; and (b) establish, maintain, and act according to a compliance program that will enable and ensure each Stripe Treasury Accountholder complies with the Treasury Regulatory Requirements and the Stripe Treasury Product Guidelines.

6.3 Marketing.

You must not distribute or share any marketing materials relating to the Stripe Treasury Services without Stripe's prior approval. You must submit all marketing materials to Stripe using a process Stripe communicates to you.

6.4 Stripe Treasury Accountholder Consents.

You must obtain all necessary rights and consents from each actual and prospective Stripe Treasury Accountholder and Treasury Authorized User to (a) provide Personal Data to Stripe and its Affiliates; (b) allow Stripe and its Affiliates to collect, use, retain and disclose that Personal Data; and (c) allow Stripe and its Affiliates to exercise their rights and perform their obligations under these Stripe Treasury Platform Terms and according to Stripe's Privacy Policy and, any Treasury Bank's Privacy Policy (as applicable). You must, when onboarding Stripe Treasury Accountholders, disclose to them that you may provide Personal Data to Stripe, its Affiliates, and applicable Treasury Banks, and that Stripe, its Affiliates and applicable Treasury Banks may collect, use, retain and disclose Personal Data.

7. Indemnification.

You will defend the Stripe Parties from and against any Claim, and indemnify the Stripe Parties against all Stripe Losses, to the extent arising out of or relating to (a) inaccurate or incomplete information provided (including through the Stripe Treasury Platform UI) to Stripe, Stripe's Affiliate or the applicable Treasury Bank by or on behalf of you or any Stripe Treasury Accountholder; (b) a Stripe Treasury Accountholder's breach of the Stripe Treasury Accountholder Terms; or (c) a negative balance or financial loss or damage caused by you or a Stripe Treasury Accountholder.

8. Termination.

These Stripe Treasury Platform Terms automatically terminate if the Stripe Connect Terms terminate for any reason.