

## Stripe Services Agreement — Netherlands

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 among Stripe Payments Europe, Limited (“**SPEL**”); Stripe Technology Europe, Limited (“**Stripe PSP**”); 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. Stripe PSP is a party to this Agreement solely for the purposes of (a) providing Authorised Payment Services (as Section 5.3 of the General Terms describes); and (b) acting as a Payment Method Acquirer. Each reference in this Agreement to “**Stripe**” means SPEL, except to the extent that the reference relates to providing Authorised Payment Services, in which case “**Stripe**” means Stripe PSP. 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**”). Capitalised 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 must be resolved by arbitration. Please read the arbitration provision in this Agreement as it affects your rights under this Agreement.

### General Terms

Last modified: November 17, 2022

You and Stripe agree as follows:

#### 1. Your Stripe Account.

##### 1.1 Eligibility.

Only businesses (including sole proprietors) and non-profit organisations located in Netherlands 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 authorised to provide User Information on your behalf and to bind you to this Agreement; and (b) your Representative is an executive officer, director, 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 authorised officer. The approving board, authorised 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 to the extent 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 authorise 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 authorise 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 (or a longer period if Law requires) 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 Authorisation.**

Without limiting Section 4.2 of these General Terms, you authorise Stripe to debit each User Bank Account without separate notice, and according to the applicable [User Bank Account Debit Authorisation](#), 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 authorisation to debit each User Bank Account without notice and according to the applicable [User Bank Account Debit Authorisation](#). Stripe may rely on this authorisation to make one or more attempts to collect all or a subset of the amounts owed. Your authorisation 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 authorisation rules grant you the right to revoke your debit authorisation, 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 may invest the funds that it holds into liquid investments. Stripe owns the earnings from these investments. You irrevocably assign to Stripe all rights you have (if any) to earnings from these investments.

## **5.3 Authorised Payment Services.**

The Central Bank of Ireland has authorised Stripe PSP as an electronic money institution under reference number C187865. Stripe PSP does not offer any form of deposit or savings account. Stripe PSP is not part of the Financial Services Compensation Scheme or the Deposit Guarantee Scheme. To the extent the Services are Authorised Payment Services, Stripe PSP is the only provider of those Services. As the provider of Authorised Payment Services, Stripe PSP will be the only Stripe party liable to you for collecting payment proceeds from Transactions on your behalf, safeguarding those proceeds, and settling those proceeds to your User Bank Account or as you otherwise direct. Stripe is not a bank, and does not accept deposits.

## **5.4 E-Money Services; Using a Third-Party Payment Services Provider.**

(a) *E-money Services.* Depending on your location and, if applicable, your Connected Accounts' location, Stripe may offer E-money Services to you. The terms in this Section 5.4 only apply if Stripe provides E-money Services to you. You may use the Services to purchase E-money from Stripe, to send and receive E-money, and, if applicable, to transfer E-money to Connected Accounts. You will not receive any earnings from E-money that Stripe issues or holds. If Stripe holds E-money for you, Stripe will safeguard that E-money according to Law. You may use the Stripe Technology to redeem E-money Stripe holds for you for par value, and Stripe will settle funds to the User Bank Account according to the Payout Schedule.

(b) *Using a Third-Party Payment Service Provider (TPP).* If Stripe provides a Payment Account to you, you may enable a TPP to access information regarding that Payment Account or make payments from the Payment Account according to Law. You must ensure that each TPP you use (if any) is authorised or registered with the applicable Governmental Authority. Notwithstanding anything to the contrary in this Agreement, as among the parties, you are liable for the TPP's acts and omissions. If necessary to allow the TPP to access your Payment Account, you may provide your Stripe Account credentials to the TPP. Stripe may refuse to allow any TPP to access information regarding your Payment Account if Stripe reasonably believes that the TPP's actions are unauthorised, fraudulent or illegal. Unless Law prohibits notification, Stripe will notify you if Stripe takes this action. You must notify Stripe immediately if you believe a payment made through a TPP was unauthorised or incorrect.

## **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 parties if any of the other parties 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 that served the notice 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, SPEL grants to you and your Affiliates, and you grant to SPEL 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 any 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 authorise 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 in accordance with Stripe's Privacy Policy.

#### **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) fulfil 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 and will train its employees on DP Law.

#### **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 unauthorised access, accidental loss and unauthorised 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 unauthorised 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 organisation located in Netherlands 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 authorised 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 are the named account holder of 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) *Defence 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 wilful 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 defence 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) *Defence.* 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, wilful 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 unauthorised 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) unauthorised 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) your or another party’s defamatory, offensive, fraudulent or illegal conduct.

## 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 or tort, or on other legal or equitable grounds) 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 or tort, or on other legal or equitable grounds) 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 Governing Law.**

The laws of Ireland will govern this Agreement, without giving effect to its conflict of law principles.

### **13.2 Binding Arbitration.**

(a) Subject to Section 13.6 of these General Terms, 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, will be determined by binding arbitration under the ICC Rules by a sole arbitrator appointed according to the ICC Rules. The arbitrator may be the same nationality as any of the parties, and must be a member of the Law Society of Ireland or the Bar of Ireland, unless the parties agree otherwise. The place of arbitration will be Dublin, Ireland. The language of the arbitration will be English.

(b) Nothing in this Agreement will preclude the Stripe Parties from making any application or issuing any legal or insolvency proceeding in an appropriate court under insolvency law in your jurisdiction.

(c) Nothing in this Agreement will preclude the parties from seeking injunctive relief in aid of arbitration from a court of appropriate jurisdiction.

### **13.3 Arbitration Procedure.**

A party must notify the other relevant parties of its intention to begin arbitration before doing so. The notice must specify the date on which the party plans to file the Request for Arbitration, which must be at least 30 days after the notice.

### **13.4 Confidentiality.**

The parties will keep confidential the existence of the arbitration, the arbitration proceeding, the hearing, all documentation submitted or exchanged in the course of the arbitration proceeding, the submissions made by the parties and the decision made by the arbitrator, including its awards, except (a) as necessary to prepare for and conduct the arbitration hearing; (b) in connection with a court application for a preliminary remedy, or confirmation of an arbitrator's decision or its enforcement; (c) the Stripe Parties may disclose the arbitrator's decision in confidential settlement negotiations related to other disputes; (d) each party may disclose as necessary to professional advisers that are subject to a strict duty of confidentiality; and (e) as Law otherwise requires and to the extent not already in the public domain. 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.

### **13.5 Conflict of Rules.**

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

### **13.6 IP Rights.**

Each dispute, claim and controversy (if any) principally related to any party's IP Rights will be resolved by litigation, and the parties submit to the non-exclusive jurisdiction of the courts of Ireland with respect to these disputes, claims and controversies.

## **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. For modifications related to Authorised Payment Services, Stripe will notify you as Law requires. 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 legal 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 any 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 authorised 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 organised 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, organised 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, 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 a non-breaching party irreparable harm for which a non-breaching party has no adequate remedies at law. Accordingly, each 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**

**“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.

“**Authorised Payment Services**” means the Services that the Central Bank of Ireland has authorised Stripe PSP to provide, which are listed at <http://registers.centralbank.ie/FirmRegisterDataPage.aspx?firmReferenceNumber=C187865&ister=63>.”

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

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

“**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.

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

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

**“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 unauthorised access, disclosure or use of your Stripe Account credentials.

**“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).

**“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.

**“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](http://www.stripe.com/docs); and (b) included in the Stripe SDKs.

**“DP Law”** means all Laws that apply to Personal Data Processing (as defined in the Data Processing Agreement) under this Agreement currently in effect, and as they become effective, relating in any way to privacy, data protection or data security, including the GDPR, UK GDPR and CCPA.

**“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).

**“E-money”** means electronic money as defined in the SI No. 183/2011 – European Communities (Electronic Money) Regulations 2011.

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

**“End User Rights”** means the data privacy rights afforded to End Users under DP Law.

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

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

**“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.

**“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 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 labour dispute; labour 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.

**“GDPR”** means the General Data Protection Regulation (EU) 2016/679.

**“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 (for legal, commercial, operational or any other reasons), 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 (for legal, commercial, operational or any other reasons), as identified on the [Stripe Restricted Business List](#).

**“ICC Rules”** means the Rules of Arbitration of the International Chamber of Commerce in effect on the date the applicable arbitration proceeding begins.

**“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 in 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 reorganisation);

(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, examiner 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, examiner, 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.

**“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 stylised script.

**“Merchant Initiated Transaction”** means a Transaction you initiate according to a mandate you receive from the Customer that authorises you to initiate (a) that Transaction; or (b) a series of Transactions without requiring the Customer to take any further action.

**“MOTO Transaction”** means a Transaction you initiate through a mail order or over the telephone.

**“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.

**“Payment Account”** means a payment account as that term is defined in SI No. 6/2018 – European Union (Payment Services) Regulations 2018.

**“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 authorised to (a) sponsor or submit Transactions at the request of merchants to the Payment Method Provider for authorisation and clearing; and (b) receive and remit settlement funds for authorised 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 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 in the GDPR and UK GDPR and “personal information” as defined in the CCPA.

**“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.

**“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.

“**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.

“**Request for Arbitration**” means a request submitted under Article 4 of the ICC Rules.

“**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.

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

“**Safeguarded Funds**” means funds Stripe PSP holds in a Pooled Account or otherwise safeguards according to Law.

“**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).

“**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 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 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 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](https://www.stripe.com/legal/end-users).

**“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 Legal Page”** means [www.stripe.com/\[countrycode\]/legal](https://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](https://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](https://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 authorised 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 Website”** means [www.stripe.com](https://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, as applicable, a VAT return, DAC7 report, U.S. Internal Revenue Service (“IRS”) Form 1099, IRS Form 1042-S, user activity report 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.

“**Terminated Merchant List**” means a list of terminated merchants a Card Network maintains, including MATCH and the consortium merchant negative file.

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

“**TPP**” means a third-party payment service provider that a Governmental Authority authorises to provide account information services or payment initiation 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 authorisation, settlement and if applicable, Disputes, Refunds and Reversals with respect to that Payment Method transaction request.

“**UK GDPR**” means the GDPR, as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

“**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 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: November 17, 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 Affiliates, 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 Acquirer for Visa and Mastercard Transactions is Stripe PSP. By using the Stripe Payments Services to submit Visa or Mastercard



Transactions, you agree to the STEL 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 Card Network Rules 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 authorised 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. You must not misrepresent yourself as being a member of any Card Network.

(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 dishonoured cheque. 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. The Card Network Rules do not prohibit you from expressing a preference for the Mastercard or Maestro payment application.

(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 authorisation.

(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, criticise or mischaracterise any Card Network or any of their services, cards or programs, 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.

(n) *Harmful Material*. Your site and establishment (if applicable) must not contain libelous, defamatory, obscene, pornographic or profane material or any instructions that may cause harm to individuals.

(o) *Acceptance*. If you accept payment cards, then you must indicate that fact wherever you inform your Customers of the Payment Methods you accept, including on your website.

(p) *Estimated Amounts*. If you wish to obtain authorisation for the estimated amount of a Transaction, you must obtain your Customer's consent to the estimated amount before requesting the authorisation. As soon as you become aware of the full amount to be captured, you must submit the request to capture funds. If the full amount of the charge exceeds the amount for which you obtained an authorisation, you must obtain a new authorisation for the full amount.

(q) *Intra-EEA and Intra-country Transactions*. You must use the same name in authentication messages you submit for intra-EEA Transactions and intra-country Transactions.

(r) *PIN Entry Device Asset Management*. You must appropriately manage PIN entry device assets, including by (i) recording the stock and serial numbers of each PIN entry device; (ii) recording the location of each PIN entry device; and (iii) undertaking basic electronic and physical identification and authentication of each PIN entry device.

### **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. You waive your right to bring any claim against Stripe arising from

Stripe sharing information about User Group with Payment Method Providers and Payment Method Acquirers, including any inclusion on a Terminated Merchant List that results from this sharing. 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 processes Transactions for you; and (f) if you are collecting authorisations 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. Without limiting the previous sentence, you must make customer service information readily available to your Customers, including clear instructions on how your Customers can contact you by email and telephone.

### **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 unauthorised use of, or access or modification to, your Stripe Account.

## **4. Processing Transactions.**

### **4.1 Blended Fees.**

By using Stripe Payments Services, you request Stripe to blend Fees for payment card processing for all merchant services charges, regardless of the underlying differences in interchange fees between different payment card brands and categories. If you have a question about Fees or wish to receive unblended rates for payment card processing, please [contact us](#).

### **4.2 Payment Authorisation Requests.**

To enable Stripe to process Transactions for you, you authorise 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 authorise, 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 authorised 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 authorised by the Customer, or illegal in your or your Customer's jurisdiction; (b) you receive a response declining to authorise 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 favour. 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 unauthorised, fraudulent or illegal; or (z) exposes, or is likely to expose, Stripe, you or others to unacceptable risk. When submitting an authorisation request for a Transaction that will be processed using Visa Secure, you must input the Cardholder Authentication Verification Value your issuing bank or Visa provides to you.

### **4.3 Settlement Funds.**

You appoint Stripe as your agent for the limited purpose of directing, receiving, holding and settling funds under this Agreement. Notwithstanding the prior sentence, no agency is established for tax purposes. All settlement funds Stripe receives for Transactions are combined with settlement funds held for other Stripe users and safeguarded as Safeguarded Funds. Once Stripe receives settlement funds, the relevant Customer has no further obligation to make payments to you with respect to a Transaction. Stripe will promptly update your Stripe Account balance to reflect processed Transactions. If, in the capacity as your agent, Stripe provides a receipt for a Transaction to the applicable Customer, that receipt is binding on you. Prior to transferring settlement funds to the User Bank Account, Stripe may invest Safeguarded Funds as described in Section 5.2 of the General Terms. You have no rights to any earnings generated by Safeguarded Funds and are not entitled to draw funds from any Pooled Account.

### **4.4 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.

### **4.5 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 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 obligations (and all applicable Payment Method Provider and Payment Method Acquirer obligations) to settle funds to you.

### **4.6 Settlement Fees.**

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

### **4.7 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 cancelling 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.

#### **4.8 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.

#### **4.9 MOTO Transactions and Merchant Initiated Transactions.**

To the extent that you submit a Transaction as a MOTO Transaction or a Merchant Initiated Transaction, you must (a) determine that the Transaction is eligible to be treated either as a MOTO Transaction or Merchant Initiated Transaction (as applicable); and (b) record the basis on which you made this determination and provide this record to Stripe upon request. For each Merchant Initiated Transaction, you must have an appropriate mandate that complies with Law in place with the Customer that authorises you to initiate that Transaction.

### **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 13 months 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 authorised 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 fulfilment of Customer orders that Stripe considers to be material;
- (e) is 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 a User Group Entity owes to Stripe or a Stripe Affiliate under this Agreement or another agreement, against any amounts that Stripe or a Stripe Affiliate owes to a User Group Entity whether the liability is matured, unmatured, liquidated or unliquidated.

### **5.7 Reserve.**

If Stripe establishes a Reserve, Stripe will hold the funds in a bank account in Stripe's name, and notify you of the Reserve terms. If Stripe uses Safeguarded Funds to fund a Reserve, then Stripe will no longer safeguard those funds on your behalf. 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 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; and

(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 will execute all documents Stripe reasonably requests to create, perfect, maintain and enforce a security interest over assets Stripe believes are necessary to secure your performance of your payment obligations under this Agreement.

### **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 fulfil 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 in 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 in 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.

### **13. Complaints.**

If you have a complaint with the Stripe Payment Services, please contact [complaints@stripe.com](mailto:complaints@stripe.com). You can find more information about Stripe's Complaints Policy here. If your complaint is unresolved, you may be entitled to refer it to the Irish Financial Services and Pensions Ombudsman (FSPO). You can find more information about the FSPO, its contact details and the eligibility requirements in Stripe's Complaints Policy and at [www.fspo.ie](http://www.fspo.ie).

### **Stripe Connect - Platform**

Last modified: November 17, 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 Custom Account, Express Account or Standard Account in accordance with the terms of the Connected Account Agreement. 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 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 unauthorised 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 authorise 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 authorised, or has withdrawn the authorisation.

### **3.7 Use of Stripe.js.**

(This Section 3.7 only applies if you are located in France). You must load the stripe.js JavaScript library from <https://js.stripe.com/v2/> or <https://js.stripe.com/v3/> on all pages with which any Customer or donor interacts when making a payment to you or a Connected Account. You must also use the stripe.js JavaScript library to tokenise Payment Account Details.

## **4. Stripe Connected Account Options.**

### **4.1 Platform Account Options.**

You may elect to enrol each Platform User as a Standard Account, Express Account or Custom Account.. Depending on your enrolment 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 enrolment 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) *Enrolment.* 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 enrolment 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) *Enrolment*. 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.

## **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 Climate**

Last modified: November 17, 2022

#### **1. Stripe Climate.**

These terms ("**Stripe Climate Terms**") supplement the General Terms and govern your use of Stripe Climate. "**Stripe**" in these Stripe Climate Terms means Stripe or its Affiliate.

#### **2. Overview.**

Stripe conducts research into Climate Projects and purchases carbon removal services. You may make voluntary contributions to Climate Projects through Stripe Climate. Stripe's Affiliate has also created Stripe Climate-related branding, which you may include on your payment pages as long as you comply with Section 7.3 of the General Terms.

### **3. Opting In and Out.**

You must opt in, via the Climate settings page of your Stripe Dashboard, to use Stripe Climate. You may opt out of Stripe Climate, or change or pause your contribution, at any time in [the Climate settings page](#) of your Stripe Dashboard.

### **4. Stripe Climate Funds.**

#### **4.1 Stripe Climate Funds Allocation.**

Once you opt in, Stripe may deduct the Stripe Climate 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 Stripe Climate Funds to advance the carbon removal field, through activities such as purchasing metric tons of carbon removal or funding research and development for new carbon removal technologies. Stripe Climate Funds are not refundable.

#### **4.2 Stripe Climate Goals.**

As the goal of Stripe Climate is to help advance the field of carbon removal, many Climate Projects and companies funded will be in their early stages and their survival and success in addressing climate issues is not guaranteed. While all Stripe Climate Funds will be used to advance the carbon removal field, the development timelines of many new technologies are long, the resulting impact may not be immediate, and there is always a risk of non-delivery (and non-recovery of paid funds) by the companies from which Stripe purchases carbon removal. Even if they are eventually successful in obtaining results, Climate Projects may take years to produce those results.

#### **4.3 Use of Stripe Climate Funds.**

Stripe may choose not to use your Stripe Climate Funds immediately after deducting them from your Stripe Account; rather, Stripe may allocate them after Stripe identifies a Climate Project. Stripe will use reasonable efforts to fund impactful Climate Projects and suggest to you how much to voluntarily allocate to Stripe Climate. However, you must decide whether to voluntarily allocate funds to Stripe Climate, and in what amount. Stripe will regularly inform you about how funds were allocated. Stripe will not apply Stripe Climate Funds toward its own corporate or administrative costs.

#### **4.4 No Carbon Credits.**

Because many of the Climate Projects are still in early stages, carbon removal services Stripe purchases may not qualify as carbon credits that you can use for carbon offset purposes.

#### **4.5 Taxes.**

The Stripe Climate Funds you allocate may not be eligible for a tax deduction. You should consult with your tax or legal adviser on the local tax treatment of allocated Stripe Climate Funds. Stripe Climate Funds exclude all Taxes, except as the Documentation states to the contrary. If Stripe is required to withhold any Taxes as Section 4.4 of the General Terms describes, it may deduct those Taxes from the Stripe Climate Funds.

## **Stripe Identity (Beta)**

Last modified: November 17, 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.**

Without limiting the unsupported or prohibited use cases identified in the [Stripe Identity Permitted Businesses](#) list, 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, as applicable); 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).

(h) use the Stripe Identity Services as a factor in determining any person’s eligibility for credit, insurance, housing or employment, or in a manner that would cause Stripe to be a “consumer reporting agency” or cause Stripe Data you receive to constitute a “consumer report”, each as described in the FCRA (as applicable);

### **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 fulfil 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, as applicable);

(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 authorised 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 unauthorised 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.

## **Stripe Issuing (Beta)**

Last modified: November 17, 2022

These terms ("**Stripe Issuing Accountholder Terms**") supplement the General Terms and govern your use of the Stripe Issuing Services. Capitalised terms used in these Stripe Issuing Accountholder Terms that are not defined inline or elsewhere in the Agreement are defined in Section 13.

## **1. Overview**

### **1.1 Stripe Issuing Services and Stripe Issuing Programs.**

Stripe and its Affiliates make available the Stripe Issuing Services, which includes access to the Stripe Issuing Programs, for Stripe Issuing Accountholders.

### **1.2 Issuer.**

Stripe PSP is the issuer of the Cards and the E-money held on the Cards.



## **2. Use of the Stripe Issuing Services**

### **2.1 Stripe Issuing Administrator.**

You must appoint a Stripe Issuing Administrator to administer the Stripe Issuing Program on your behalf (e.g., requesting Cards for Card Authorised Users, making changes to the Stripe Issuing Account, managing how Card Authorised Users use Cards). You must ensure that the Stripe Issuing Administrator complies with these Stripe Issuing Accountholder Terms. You are responsible for the Stripe Issuing Administrator's acts and omissions in connection with the Stripe Issuing Program.

### **2.2 Card Authorised Users.**

In the agreement between you and your Card Authorised Users, you must specify that the Card Authorised User's use of the Stripe Issuing Program and Stripe Issuing Account must be solely for business-related purchases. You must ensure that Card Authorised Users comply with these Stripe Issuing Accountholder Terms, including the prohibition on conducting, or dealing with, a Restricted Business. You are responsible for your Card Authorised Users' acts and omissions in connection with their use of Cards. You may only impose liability on Card Authorised Users in connection with the Stripe Issuing Program as Law allows. Card Authorised Users act under your authority and are not customers of Stripe.

### **2.3 Compliance.**

You represent and warrant to Stripe that you (a) are a commercial business enterprise and the Stripe Issuing Account is for business purposes only; (b) will not use, or permit a Card Authorised User to use, the Stripe Issuing Services for Card Unauthorised Purposes; and (c) you will comply, and ensure that your Stripe Issuing Administrator and Card Authorised Users comply, with the Stripe Issuing Program Guidelines.

### **2.4 Issuing Complaint Handling.**

You must submit each Issuing Complaint (other than an Issuing Complaint made by Card Authorised Users who are your employees) within 3 business days after you receive the Issuing Complaint, to your Stripe Connect Platform or, if you do not have one, to [issuing-complaints@stripe.com](mailto:issuing-complaints@stripe.com). You must address and resolve all Issuing Complaints made by Card Authorised Users who are your employees.

### **2.5 Providing Information.**

As a condition of using the Stripe Issuing Services, Stripe may require you to provide User Information, information regarding Authorised Users (including name, address, birthdate, and government-issued identification documents), and information about your activities and intended use of the Stripe Issuing Services. This information may be separate from or in addition to information you may have previously provided to

Stripe in connection with other Services. You must promptly provide all additional financial and other information Stripe requests from time to time.

### **3. Cards**

#### **3.1 Card Design.**

You may request specific Card designs for Cards issued to you or Card Authorised Users. You must provide all proposed Card designs and disclosures to Stripe for review and approval using the process Stripe requires. Stripe will review Card design and disclosure proposals for compliance with this Agreement 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 Card design or disclosure to Stripe for approval using the same process.

#### **3.2 Card Orders.**

You may order Cards through your Stripe Dashboard (or, if applicable, through your Stripe Connect Platform). At your, or, if applicable, your Stripe Connect Platform's, expense, Stripe will procure and ship (a) Cards based on the information contained in the applicable Card order to the address in the EEA, UK or Switzerland 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 Stripe Connect Platform) when Stripe ships the Card to the address specified in the order. You are responsible for distributing issued Cards to Card Authorised Users.

#### **3.3 Card Activation.**

You must activate a Card prior to use of that Card. Stripe will provide activation instructions to you, either directly or with delivery of Cards. You will provide those instructions to your Stripe Issuing Administrators and Card Authorised Users.

#### **3.4 Ownership and Cancellation of Cards.**

Cards are the property of Stripe and Stripe may, in its reasonable discretion, suspend or cancel a Card at any time, including as required by Law or Card Network Rules, or if a Card is used for a Card Unauthorised Purpose. Stripe will notify you as soon as practicable after suspending or cancelling a Card, and to the extent Law permits, will inform you of the reasons for cancellation or suspension. Stripe will issue a replacement Card or lift the suspension of a Card as soon as practicable after Stripe determines that the reasons for suspension or cancellation cease to exist. You will immediately and at your expense return cancelled Cards to Stripe or provide written certification that cancelled Cards have been destroyed.

#### **3.5 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 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 Program. You grant to Stripe and its Affiliates a worldwide, non-exclusive, royalty-free licence 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.

## **4. Operation of Stripe Issuing Accounts and Processing of Card Transactions**

### **4.1 Stripe Issuing Accounts.**

The Stripe Issuing Account is an E-money Account for which you may request the issuance of Cards. The Stripe Issuing Account will contain sub-accounts (for information purposes only) related to each Card. The Stripe Issuing Account will contain details of Card Transactions processed in respect of each Card, and the outstanding amount of E-money which is held in the Stripe Issuing Account across all Cards issued to you.

### **4.2 Card Transactions.**

Stripe will use a Card Network to authorise, clear, and settle all Card Transactions initiated on your Cards. Stripe may decline to authorise a Card Transaction or reverse a Card Transaction for any reason, including if (a) Stripe is concerned about the security of the Card or Stripe suspects that the Card is being used without valid authorisation or for a Card Unauthorised Purpose; (b) insufficient E-money is loaded onto the Card; (c) Stripe believes that you are acting in breach of this Agreement or the Connected Account Agreement (if applicable); (d) Stripe believes the Card Transaction is suspicious, fraudulent, illegal or exposes you, Stripe or others to risks unacceptable to Stripe; (e) there are errors, failures or refusals by merchants, payment processors or payment schemes related to the Card Transaction; or (f) the Card Transaction is with a prohibited or restricted merchant or a merchant operating a Restricted Business. If Stripe declines to authorise a Card Transaction, Stripe will, on request, if practicable and to the extent Law permits, inform you of the reason.

### **4.3 Authorisation of Card Transactions.**

Subject to the features of the Card, the authorisation of a Card Transaction may include authorising any single Card Transaction or a series of recurring Card Transactions, or pre-authorising a future Card Transaction for a specified or unspecified amount. Stripe will treat Card Transactions as authorised and consented to by you where Card Authorised Users follow the instructions provided by a merchant or Stripe to effectively authorise the Card Transaction at the point of sale (including online), including where the Card Authorised User (as applicable) (a) enters a Personal Identification Number (PIN); (b) signs a sales receipt; (c) provides Card and other requested details; (d) taps, waves or swipes the Card at a card

reader; or (e) fulfills multi-factor authentication requirements (including strong customer authentication, as defined under Law). Authorisation of a Card Transaction cannot be withdrawn or revoked once received by Stripe.

#### **4.4 Processing of Card Transactions.**

Payment order Card Transactions will be received by Stripe at the time Stripe receives the Card Transaction settlement instruction from the relevant Card Network. Stripe will deduct the amount of a Card Transaction from the balance of the Stripe Issuing Account as soon as the Card Transaction is made. When a Card is used to initiate a Card Transaction where the final amount of the Card Transaction is unknown at the time of authorisation, a hold may be placed on available funds in the Stripe Issuing Account for an amount authorised by (or on behalf of) you that is equal to or in excess of the final amount of the Card Transaction. The funds subject to the hold will not be available to you for any other purpose until the merchant or the Card Network releases the hold, or until Stripe receives the final amount of the Card Transaction, or receives the final payment order.

#### **4.5 Card Transaction Settlement.**

Stripe will settle Card Transactions, net of fees and amounts owed to Stripe, to the relevant Card Network within the required settlement time frame.

#### **4.6 Currency conversions.**

If you pay for goods and services in a currency other than the Denominated Currency, the amount payable will be converted at the relevant Card Network's reference exchange rate at the clearing time of the Card Transaction, and a foreign exchange fee will apply. The Card Network's reference exchange rate, and a comparison as against the latest available foreign exchange rates issued by the European Central Bank, are outlined by Visa [here](#) and Mastercard [here](#) (as may be updated from time to time). The requirements in Article 3a(5) and (6) of Regulation (EC) No 924/2009 (as amended) will not apply for the purposes of these Stripe Issuing Accountholder Terms. When loading funds onto the Stripe Issuing Account and paying in a currency other than the Denominated Currency, the applicable exchange rate will be shown at the time of the Card Transaction. A loading foreign exchange fee will also apply.

#### **4.7 Refunds.**

You may submit a refund request in relation to Card Transactions where (a) you did not authorise the Card Transaction; (b) the Card Transaction was incorrectly executed and you have notified Stripe in accordance with Section 7.2 of these Stripe Issuing Accountholder Terms; or (c) the Card Transaction was pre authorised and did not specify the final amount at the time of authorisation, and the amount charged by the merchant is more than you could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Card Transaction (a claim for a refund in these circumstances will not be accepted if the amount of the

Card Transaction was made available to you at least 4 weeks before the Card Transaction date, or if the claim is made more than 8 weeks after the Card Transaction was debited from the Stripe Issuing Account).

#### **4.8 Card Transaction information.**

Stripe will, through the Stripe Technology, provide you with the Stripe Issuing Account balance and a statement of Card Transactions. You will be able to download monthly Card Transaction statements via the Stripe Technology. The Card Transaction statements will show (a) information related to each Card Transaction which will enable it to be identified and, where appropriate, information on the payee; (b) the amount of the Card Transaction shown in the currency in which the Card Transaction was paid; (c) the amount of charges for the Card Transaction; (d) where applicable, the actual exchange rate applied to the Card Transaction; and (e) the date the Card Transaction is authorised on or posted to the Stripe Issuing Account.

#### **4.9 Authorised TPPs.**

You may give appropriately authorised TPPs access to information concerning, and enable those TPPs to make payments from, the Stripe Issuing Account, subject to and in accordance with these Stripe Issuing Account Terms and Law. Stripe may refuse to allow a TPP to access information or your Stripe Issuing Account if Stripe reasonably believes that the TPP is acting on an unauthorised, fraudulent or illegal basis. Unless Law prohibits notification, Stripe will notify you if Stripe takes this action. You will notify Stripe immediately if you believe a payment made through a TPP was unauthorised or incorrect.

### **5. Loading and redeeming funds**

#### **5.1 Loading funds.**

You may load funds at par value onto the Stripe Issuing Account using the Stripe Technology via the funding mechanisms Stripe makes available. All funds in the Stripe Issuing Account are safeguarded by Stripe PSP in compliance with Law. You acknowledge and agree that funds in the Stripe Issuing Account are held by Stripe PSP on your behalf and are not deposits. You will not earn any interest on any funds held in the Stripe Issuing Account.

#### **5.2 Redeeming funds.**

You may redeem the funds on the Stripe Issuing Account at any time in whole or in part at par value. You are not entitled to a refund of money that has already been spent on or held for authorised Card Transactions. You must request redemptions via the communication methods specified by Stripe (including through the Stripe Technology), specifying the amount of redemption. If you choose to redeem all of the funds on the Stripe Issuing Account, Stripe will cancel the Cards and you will, at your sole expense (a) immediately return the cancelled Cards in your possession or under your control; or (b) provide written certification of destruction of any cancelled or

unused Cards. All redeemed funds will be returned to you by bank transfer to a User Bank Account. You will provide Stripe with any documents reasonably requested by Stripe to enable Stripe to process a redemption request.

### **5.3 Stripe action.**

Stripe may prevent you from redeeming funds in the Stripe Issuing Account if Stripe believes your use (or intended use) of the Stripe Issuing Account (a) breaches this Agreement or any other agreement between you and Stripe; (b) is for any Card Unauthorised Purpose; or (c) would expose you, Stripe or others to risks unacceptable to Stripe. Unless restricted by Law, Stripe will notify you as soon as reasonably practicable if Stripe takes that action.

## **6. Your Obligations and Use of the Cards**

### **6.1 Use of the Cards.**

You and your Card Authorised Users are permitted to use the Cards for Card Transactions. Cards cannot be used for (a) obtaining cash back at the point of sale; or (b) any Card Unauthorised Purpose. Stripe may, acting reasonably, require you to establish a daily Card Transaction Limit to prevent the risk of loss to Stripe, and to reduce the rate of declined Card Transactions. If a daily Card Transaction Limit is required by Stripe, Stripe may decline any Card Transactions in excess of the daily Card Transaction Limit. You may also apply merchant-specific and other Card Transaction restrictions using the Stripe Technology. Cards will be valid for the period ending on the expiry date set out on the relevant Card. You may request a replacement Card. Stripe may charge a fee for the issuance of replacement Cards.

### **6.2 Card Authorised User Servicing.**

You will handle (a) all enquiries regarding Card usage and lost, damaged or stolen Cards; and (b) all other enquiries from Card Authorised Users. Stripe will not provide support to Card Authorised Users in relation to the Stripe Issuing Services. You may not outsource Card Authorised User servicing to any third party.

## **7. Card Disputes**

### **7.1 Card Disputes.**

You must first contact the merchant to resolve a Card Dispute. If you are unable to resolve the Card Dispute with the merchant, then you may dispute the Card Transaction through your Stripe Dashboard (or, if applicable, to your Stripe Connect Platform). The disputed Card Transaction is subject to the Card Network Rules and Law regarding chargebacks and you may not be able to successfully chargeback the Card Transaction.

### **7.2 Reporting Unauthorised Transactions and Disputes.**

You (or, if applicable, your Stripe Connect Platform) must report all (a) unauthorised Card Transactions (including fraud) to Stripe immediately; and (b) erroneous Card Transactions and other Card Disputes to Stripe within 13 months (or any longer period Law prescribes) after the Card Transaction posts to your Stripe Issuing Account. You must notify Stripe of all Card Disputes, including erroneous and unauthorised Card Transactions, through your Stripe Dashboard (or, if applicable, to your Stripe Connect Platform). Stripe will review the information you submit according to Law. If Stripe determines that the Card Dispute is valid or the Card Transaction was erroneous or unauthorised, Stripe will credit the amount of the applicable Card Transaction back to your Stripe Issuing Account. If Stripe fully or partially credits the amount of any Card Transaction to your Stripe Issuing Account, you transfer to Stripe all claims (excluding tort claims) that you may have against the merchant for the Card Transaction.

### **7.3 Liability for Unauthorised Card Transactions.**

Stripe will reimburse you for any Card Dispute where Stripe determines that neither you nor a Card Authorised User authorised the underlying Card Transaction, provided that (a) you will be liable for the first €50 or £35 (as applicable) of any Card Dispute where Stripe reasonably believes you should have been aware of the fact that the Card had been lost or stolen; (b) Stripe will not be liable for any Card Dispute where you or a Card Authorised User used a Card for a Card Unauthorised Purpose; and (c) Stripe will not be liable for any Card Dispute where you have, either intentionally or negligently, failed to use the Card in accordance with the terms of this Agreement, or have failed to immediately notify Stripe of the Card becoming lost, stolen or misappropriated (in accordance with Section 8).

## **8. Card Security.**

### **8.1 Securing Cards and Account Data.**

You and your Card Authorised Users are responsible for securing Cards and Card Account Data. When stored or processed digitally, you must use appropriate organisational and technical measures to secure Cards and Card Account Data in your and your Card Authorised Users' possession or control, including through the use of industry-standard encryption and anti-fraud measures. You must monitor for any suspicious or unauthorised activities and fraud on your Stripe Issuing Account and each Card.

**8.2 Unauthorised Transactions.** As between you and Stripe, you are responsible for Card Transactions, and fees and penalties Stripe incurs resulting from any Card Authorised 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 or a Card Authorised User allows another party to use the Card or Card Account Data for any purpose or if an unauthorised person uses a Card or Card Account Data, you will be liable for that use, including all losses, damages and costs arising out of or relating to that use. To the extent Law permits, Stripe is not liable for any losses, damages or costs to you or your Card Authorised Users arising

out of or relating to (y) unauthorised access to or use of a Card or your Stripe Issuing Account; or (z) your failure to use or implement anti-fraud measures, security controls or any other data security measures.

## **9. Stripe Issuing Program Fees**

### **9.1 Stripe Issuing Program Fees.**

Stripe will provide the Stripe Issuing Services to you at the rates and for the fees described on the Stripe Pricing Page, unless you and Stripe otherwise agree in writing. If you are a Connected Account, you may receive the Stripe Issuing Services through the relevant Stripe Connect Platform at other rates or fees disclosed to you by the Stripe Connect Platform. In addition to the fees, you are also responsible for any penalties imposed on you, Stripe or any Stripe Affiliate in relation to the Stripe Issuing Account and any Cards. Fees and penalties may include periodic fees, foreign transaction fees, penalties for misuse, funds transfer fees, account maintenance fees, Card issuance or replacement fees, and penalties for late or failed payments. All fees or penalties you owe are in addition to amounts owed for Card Transactions on Cards. Stripe may change fees or penalties by providing you advance notice before revisions become applicable to you, subject to applicable Law.

### **9.2 Liability for Credit Losses.**

Subject to Section 4.7, as between you and Stripe you are liable for all Card Transactions, and you will reimburse Stripe for any liability that Stripe and Stripe's Affiliates' incur that result from your actions or inactions, or those of your Authorised Users, including liability arising from insufficient funds availability or debit reversals.

### **9.3 Card Stamp Duty.**

Notwithstanding the terms of this Agreement (or the Connected Account Agreement, as applicable), and where applicable, Stripe may deduct government levies and stamp duties in respect of Cards from the relevant Stripe Issuing Account.

## **10. Card Account Data.**

You may not use Card Account Data except to perform your obligations under this Agreement and may not provide or disclose any Card Account Data to any third party except to the extent Law or the applicable Card Network Rules require, provided that you may share Card Account Data with your service providers to which similar data is shared subject to terms consistent with this Agreement and solely for the purpose of enabling your use of the Stripe Issuing Services.

## **11. Disclaimer of Liability.**

Stripe is not liable to you, Stripe Issuing Administrators or Card Authorised Users for any losses, damages or costs sustained by you, Stripe Issuing Administrators or Card Authorised Users due to delay or failure in actioning a Card Transaction request.



## 12. 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 to allow Stripe to collect, use, retain and disclose, all Personal Data that you provide to Stripe or authorise Stripe to collect, including data that Stripe may collect directly from Card Authorised Users. You are solely responsible for disclosing to Card Authorised Users that Stripe may receive Personal Data from you. You must provide all necessary notices to and obtain all necessary rights and consents from each Card Authorised User sufficient to enable Stripe to lawfully collect, use, retain and disclose their Personal Data in the ways this Agreement (including Section 8.3 of the General Terms) and Stripe's Privacy Policy describe. Stripe provides Card Authorised Users' Personal Data to third-party service providers, including third parties engaged for Card printing services, and their respective affiliates, as well as to Stripe's Affiliates, to enable Stripe to provide the Stripe Issuing Program. Stripe may delete or disconnect a Card Authorised User's Personal Data from your Stripe Issuing Account when Law or the Card Network Rules require.

## 13. Definitions.

**"Card"** means a Card Network-branded payment card (which may be a physical card or tokenised, encrypted, or digitised form of a physical card) issued to a Stripe Issuing Account holder for the Stripe Issuing Account holder's business purposes in connection with the Stripe Issuing Program.

**"Card Account Data"** means (a) Stripe Data generated by your use of the Stripe Issuing Services; and (b) Personal Data that you (or, if applicable, your Stripe Connect Platform) provide to Stripe and its Affiliates for the Stripe Issuing Services, or that you authorise Stripe and its Affiliates to collect in relation to the Stripe Issuing Services.

**"Card Authorised User"** means an individual a Stripe Issuing Account holder authorises 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 designated as an authorised user).

**"Card Authorised User Terms"** means the terms governing a Card Authorised User's use of a Card.

**"Card Dispute"** means a dispute in relation to a Card Transaction between you and the merchant or seller of a good or service.

**"Card Transaction"** means a transaction a Stripe Issuing Account holder or its Card Authorised User initiates to make a payment with a Card or, if permitted, to obtain cash at an automatic teller machine (ATM).

**“Card Transaction Limit”** means the maximum amounts available for Card Transactions on a Card.

**“Card Unauthorised Purpose”** means (a) a fraudulent or illegal purpose; (b) a consumer, personal, or household purpose; and (c) any purpose unrelated to the Stripe Issuing Services.

**“Denominated Currency”** means (a) euro if you are located in the EEA; (b) GBP if you are located in the UK; or (c) as may otherwise be specified by Stripe from time to time.

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

**“Stripe Issuing Account”** means the account Stripe or a Stripe Affiliate maintains for a Stripe Issuing Accountholder, and each subaccount to that account.

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

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

**“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 Stripe Issuing Accountholders.

**“Stripe Issuing Program”** means a Card issuing program that Stripe and its Affiliates make available to Stripe Issuing Accountholders, together with the Stripe Issuing Services.

**“Stripe Issuing Program Guidelines”** means all product design, marketing, compliance, reporting, and other guidelines and requirements Stripe and its Affiliates establish related to the Stripe Issuing Services, including the [Stripe Issuing marketing guidelines](#) and the [Stripe Issuing section](#) of the Documentation.

**“Stripe Issuing Services”** means Services that Stripe and its Affiliates make available to Stripe Issuing Accountholders, and related Stripe services, including (a) providing Stripe Issuing Accountholders with access to the Stripe Issuing Programs; (b) enabling Stripe Issuing Accountholders to manage Card spend, and (c) other services described in these Stripe Issuing Accountholder Terms.

**“User Materials”** means any materials that you as a Stripe Issuing Accountholder wish to place on Cards or other materials related to the Stripe Issuing Programs, including any Mark or material protected by any IP Rights.

## **Stripe Issuing - Platform (Beta)**

Last modified: November 17, 2022

These terms (“**Stripe Issuing Platform Terms**”) supplement the General Terms and the Stripe Connect Terms, and govern your participation in the Stripe Issuing Program as a Stripe Connect Platform. If you receive Cards and otherwise participate in the Stripe Issuing Program as a Stripe Issuing Accountholder, the Stripe Issuing Accountholder Terms apply. Capitalised terms used in these Stripe Issuing Platform Terms that are not defined inline or elsewhere in the Agreement are defined in Section 13.

### **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.

### **2. Approvals and Onboarding**

#### **2.1 Platform Approval.**

Stripe must approve your use of the Stripe Issuing Platform Services. As a condition of its approval, Stripe 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 promptly provide information related to your use of the Stripe Issuing Program that Stripe requests from time to time.

#### **2.2 Connected Account Approval.**

Stripe must approve each Connected Account before it can become a Stripe Issuing Accountholder.

#### **2.3 Use of the Issuing Platform Services.**

Stripe will provide Stripe Issuing Platform Services to you, and Stripe Issuing Services to Stripe Issuing Accountholders. Stripe will issue Cards directly to a Stripe Issuing Accountholder for the Stripe Issuing Accountholder to provide to Card Authorised Users for use on business-related purchases and as otherwise permitted by Stripe. You acknowledge and agree that, in respect of the Authorised Payment Services, Stripe’s customers are the Stripe Issuing Accountholders and not you or any Card Authorised Users (who will be acting under the authority of the Stripe Issuing Accountholder).

#### **2.4 Stripe Issuing Program Territory.**

You must not offer, market or make the Stripe Issuing Program available to Connected Accounts located outside of (a) the UK, Switzerland and Gibraltar, for Cards issued by SPUKL; and (b) the EEA, for Cards issued by STEL. You must ensure that no Stripe Issuing Account holder is located outside of (x) the UK, Switzerland and Gibraltar, for Cards issued by SPUKL; and (y) the EEA, for Cards issued by STEL.

### **3. Stripe Issuing Account holders**

#### **3.1 Opening an Account.**

Stripe may use information that you provide to Stripe and its Affiliates about a Connected Account to (a) determine the Connected Account's eligibility to be a Stripe Issuing Account holder; (b) administer the Stripe Issuing Program; and (c) monitor each Stripe Issuing Account holder's Principal Owners, Stripe Issuing Administrators, Card Authorised Users, representatives, and individuals with significant responsibility for management, including executives and senior managers, for the purpose of meeting Stripe's obligations under Law. Stripe may reject any Connected Account application for, and terminate any Stripe Issuing Account holder's access to, the Stripe Issuing Services immediately if any Connected Account, Stripe Issuing Account holder, Principal Owner, Stripe Issuing Administrator, Card Authorised User, representative, or individual with significant responsibility for management is or becomes a High-Risk Person or uses the Stripe Issuing Program for a Card Unauthorised Purpose.

#### **3.2 Stripe Issuing Account holder Terms.**

You must (a) present the Stripe Issuing Account holder Terms to each Connected Account before that Connected Account submits its account holder application; and (b) ensure that each Connected Account agrees to the Stripe Issuing Account holder Terms. You must not modify or supplement any provision of the Stripe Issuing Account holder Terms without Stripe's prior approval.

#### **3.3 Acceptance Records.**

You must maintain a record (including date and time) of each Connected Account's acceptance of the Stripe Issuing Account holder Terms in a retrievable and examinable format. At Stripe's request, you must provide Stripe with access to your proof of acceptance records. If Stripe believes that your existing acceptance process does not create a binding agreement between Stripe and each Connected Account, upon Stripe's request, you must modify that process as Stripe requires.

#### **3.4 Updates to Stripe Issuing Account holder Terms.**

Stripe may modify the Stripe Issuing Account holder Terms at any time. Stripe will notify you if Stripe modifies the Stripe Issuing Account holder Terms. You must notify your Stripe Issuing Account holders of the modification promptly after you receive the modification notice from Stripe. At Stripe's request, you must provide Stripe with proof

of your notification. If any Stripe Issuing Accountholder does not agree to the updated Stripe Issuing Accountholder Terms, you must immediately stop making the Stripe Issuing Services available to that Stripe Issuing Accountholder.

### **3.5 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 may review the fees you charge your Stripe Issuing Accountholders in connection with the Stripe Issuing Services to determine whether the fees comply with Stripe'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.

### **3.6 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.

### **3.7 Card Authorised Users.**

Approved Stripe Issuing Accountholders may designate Card Authorised Users to make Card Transactions on their behalf in accordance with the Stripe Issuing Accountholder Terms.

### **3.8 Card Authorised User Servicing.**

You must provide all support to, and handle all enquiries from, Stripe Issuing Accountholders and Card Authorised 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 or as otherwise requested by Stripe, 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.

### **3.9 Data Use Disclosure.**

You must disclose to all prospective Stripe Issuing Accountholders and prospective Card Authorised Users that you may provide Card Account Data to Stripe, and that Stripe may receive or collect Card Account Data. You must ensure that each prospective Stripe Issuing Accountholder consents to Stripe's Privacy Policy as part of the onboarding process.

## **4. Responsibility for Activity**

Except as expressly provided in this Agreement, and without prejudice to the Stripe Connect Terms, you are responsible for all Activity relating to the Stripe Issuing Program, whether initiated by you, a Stripe Issuing Accountholder, a Card Authorised User, or any person using your credentials, including (a) use of the Stripe Issuing Services for a Card Unauthorised Purpose, or in violation of this Agreement, or the applicable Card Network Rules; (b) all Card Transactions on the Stripe Issuing Account; and (c) any fees, losses, damages or costs that Stripe incurs arising out of or relating to that Activity, including insufficient funds availability to cover debit requests from Stripe or due to debit reversals. Stripe may attempt to collect any amounts owed from Stripe Issuing Accountholders 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.

## **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, 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.**

Stripe 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. Stripe may cancel, repossess or restrict the use of Cards at any time, and may decline to authorise or reverse any Card Transaction.

### **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 9.2 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 Program. You grant to Stripe and its Affiliates a worldwide, non-exclusive, royalty-free licence 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. Funds and Card Transactions**

### **6.1 Card Transaction information.**

Stripe will, through the Stripe Technology, provide you with the Stripe Issuing Account balances and a statement of Card Transactions for each Stripe Issuing Account. You will be able to download monthly Card Transaction statements via the Stripe Technology. The Card Transaction statements will show: (a) information related to each Card Transaction which will enable it to be identified and, where appropriate, information on the payee; (b) the amount of the Card Transaction shown in the currency in which the Card Transaction was paid; (c) the amount of charges for the Card Transaction; (d) where applicable, the actual exchange rate applied to the Card Transaction; and (e) the date the Card Transaction is authorised on or posted to the relevant Stripe Issuing Account.

### **6.2 Stripe Issuing Accountholder Spend; Payment Terms.**

The Stripe Issuing Accountholder Terms contain the terms governing spending limits, available spend, and payment or repayment in connection with the Stripe Issuing Program.

## **7. Compliance and Marketing**

### **7.1 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 and their Card Authorised Users comply with the Stripe Issuing Accountholder Terms, and access and use the Stripe Issuing Services according to Law and the Card Network Rules;

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

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

## **7.2 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.

## **7.3 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.

## **8. Fees and Taxes**

### **8.1 Program Fees.**

Stripe will provide the Issuing Platform Services to you and the Stripe Issuing Services to Stripe Issuing Accountholders at the rates and for the fees described on the Stripe Pricing Page, unless you and Stripe otherwise agree in writing. In addition to the fees, you are also responsible for any penalties imposed on you or Stripe in relation to your use of the Issuing Platform Services. Fees and penalties may include periodic fees, foreign transaction fees, penalties for misuse, funds transfer fees, account maintenance fees, Card issuance or replacement fees, and penalties for late or failed payments. All fees or penalties you owe are in addition to amounts owed for Card Transactions and Card accounts associated with each Stripe Issuing Account. Stripe may change fees or penalties by providing Stripe Issuing Accountholder advance notice before revisions become applicable to Stripe Issuing Accountholder, subject to Law.

### **8.2 Fees.**



You are solely responsible for communicating any use, recurring, or application fees charged to Stripe Issuing Accountholders for their use of Platform Services in connection with the Stripe Issuing Platform Services and Stripe Issuing Services, and must clearly communicate those fees to Stripe Issuing Accountholders prior to imposing such fees.

### **8.3 Card Stamp Duty.**

Notwithstanding the terms of this Agreement (or the Connected Account Agreement, as applicable), and where applicable, Stripe may collect government levies, stamp duties, and other similar taxes in respect of Cards issued to Stripe Issuing Accountholders by deducting the relevant amounts from your Stripe Account.

## **9. Data Use**

### **9.1 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 Program are governed by the Agreement and the Stripe Issuing Accountholder Terms.

(b) *Your Data Use.* You may process, use, and disclose Card Account Data only for 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 fulfil your obligations to Stripe; 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 about each of your (i) Principal Owners and employees, contractors and agents; and (ii) Connected Accounts, Stripe Issuing Accountholders and Card Authorised Users.

### **9.2 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 organisational 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, for suspicious, fraudulent and unauthorised Card Transactions on each Stripe Issuing Accountholder's Stripe Issuing Account and each Card.

### **9.3 Responsibility for Card Transactions.**

As between Stripe and you, you are responsible for Card Transactions made by your Stripe Issuing Accountholders and Card Authorised Users, and all fees and penalties incurred resulting from any Stripe Issuing Accountholder's or Card Authorised 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 Authorised User allows another party to use the Card or Card Account Data for any purpose, or if an unauthorised 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 Authorised Users' use of the Stripe Issuing Services, including any Stripe Issuing Accountholder's or Card Authorised User's act or omission related to the Stripe Issuing Services; and (b) all Card Disputes.

### **12. Liability**

#### **12.1 Stripe liability.**

In addition to liability provisions in the Agreement, Stripe will not be liable to you, Stripe Issuing Accountholder, Stripe Issuing Administrators or Card Authorised Users for any losses sustained by you or any Stripe Issuing Accountholders, Stripe Issuing Administrators or Card Authorised Users due to delay or failure in servicing a Card Transaction request.

#### **12.2 Your Liability for Stripe Issuing Accountholders.**

Despite any provision of this Agreement (including any precedence or interpretation clause), there is no limitation or exclusion in relation to your liability for Stripe Issuing Accountholders, or for your failure to acquire binding acceptance by each Stripe Issuing Accountholder of the Stripe Issuing Accountholder Terms in accordance with this Agreement.

#### **12.3 Termination.**

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

### 13. Definitions

“**Card**” means a Card Network-branded payment card (which may be a physical card or tokenised, encrypted, or digitised form of a physical card) issued to a Stripe Issuing Accountholder for the Stripe Issuing Accountholder’s business purposes in connection with the Stripe Issuing Program.

“**Card Account Data**” means (a) Stripe Data generated by your, or your Stripe Issuing Accountholders’, use of the Stripe Issuing Services; and (b) Personal Data that you or your Stripe Issuing Accountholders provide to Stripe and its Affiliates for the Stripe Issuing Services, or that you authorise Stripe and its Affiliates to collect in relation to the Stripe Issuing Services.

“**Card Authorised User**” means an individual a Stripe Issuing Accountholder authorises to use a Card to make Card Transactions on the Stripe Issuing Accountholder’s behalf (e.g., the Stripe Issuing Accountholder’s employee or representative designated as an authorised user).

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

“**Card Dispute**” means a dispute in relation to a Card Transaction between you and the merchant or seller of a good or service.

“**Card Transaction**” means a transaction a Stripe Issuing Accountholder or its Card Authorised User initiates to make a payment with a Card or, if permitted, to obtain cash at an automatic teller machine (ATM).

“**Card Transaction Limit**” means the maximum amounts available for Card Transactions on a Card.

“**Card Unauthorised Purpose**” means (a) a fraudulent or illegal purpose; (b) a consumer, personal, or household purpose; and (c) any purpose unrelated to the Stripe Issuing Services.

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

“**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.

“**SPUKL**” means Stripe Payments UK, Ltd.

“**STEL**” means Stripe Technology Europe, Limited.

**“Stripe Issuing Account”** means the account Stripe or a Stripe Affiliate maintains for a Stripe Issuing Accountholder, and each subaccount to that account.

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

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

**“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 Stripe Issuing Accountholders.

**“Stripe Issuing Program”** means a Card issuing program that Stripe and its Affiliates make available to Stripe Issuing Accountholders, together with the Stripe Issuing Services.

**“Stripe Issuing Program Guidelines”** means all product design, marketing, compliance, reporting, and other guidelines and requirements Stripe and its Affiliates establish related to the Stripe Issuing Services and Stripe Issuing Platform Services, including the [Stripe Issuing marketing guidelines](#) and the [Stripe Issuing section](#) of the Documentation.

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

**“User Materials”** means any materials that you or your Stripe Issuing Accountholder wish to place on Cards or other materials related to the Stripe Issuing Programs, including any Mark or material protected by any IP Rights.

## **Stripe Radar**

Last modified: November 17, 2022

### **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 unauthorised 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 (as applicable);

(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 (as applicable));

(c) disclose (except as Law requires), download or store Stripe Radar Data;

(d) 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;

(e) 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 (as applicable); or

(f) 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 analyses 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: November 17, 2022

### **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. Permitted Use.**

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

### **3. 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.

### **4. Limitations on Reporting.**

You may receive Stripe Tax Data through the Stripe Tax Services that is based on Stripe's interpretations of Law. You must validate that Stripe's interpretations are appropriate for your circumstances.

### **5. No Tax Advice.**

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

### **6. 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.**

## **7. 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: November 17, 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 17, 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 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).**

## **4. Termination.**

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