

BBVA México S.A Institución de Banca Múltiple, Grupo Financiero BBVA México (BBVA)

Financial Services Terms

Last Updated: December 1, 2021

We have translated the Spanish version of this page into English. This translation is for informational purposes only, and the definitive version of this page is Spanish version.

These BBVA acquiring services terms ("**Acquirer Addendum**") are additional terms applicable to the Payment Processing Services for which BBVA México S.A. Institución de Banca Múltiple, Grupo Financiero BBVA México ("**BBVA**") is the Payment Method Acquirer (the "**Domestic Payment Processing Services**"); in particular, BBVA is the Payment Method Acquirer for Transactions on Visa and Mastercard cards issued in Mexico and Transactions on cards issued by any authorized issuer in Mexico that celebrates an agreement with BBVA for such purpose ("**Authorized Issuer**"). Any terms used but not defined in this Acquirer Addendum will have the meaning provided in the Stripe Services Agreement ("**Agreement**").

This Acquirer Addendum constitutes a legal agreement among you, Stripe and BBVA, a credit institution duly organized and authorized under the laws of the United Mexican States, with offices at Avenida Paseo de la Reforma 510, Colonia Juarez, Alcaldía Cuauhtemoc, Zip Code 06600, Mexico City, Mexico. The legal agreement among you, Stripe and BBVA is formed by BBVA's and Stripe's offer of the Domestic Payment Processing Services to you, your acceptance of this Acquirer Addendum, and BBVA's and Stripe's subsequent provision of the Domestic Payment Processing Services to you. By submitting your first transaction through the Domestic Payment Processing Services, this Acquirer Addendum will be understood as consented and you will be obliged by the terms and conditions stated herein.

You understand and agree that Stripe or BBVA may enforce any provisions of the Agreement that relate to Stripe or BBVA's provision of or your use of the Domestic Payment Processing Services, and you acknowledge that you are directly responsible to BBVA under the Agreement for any liability to BBVA caused by your breach of the Agreement. Stripe or BBVA may also terminate this Acquirer Addendum at any time for any reason, which may limit or terminate your ability to use the Domestic Payment Processing Services. Further, Visa and Mastercard may, at any time, for any reason, terminate this Acquirer Addendum with respect to Domestic Payment Processing Services for its products.

You must accept all of the terms and conditions of this Acquirer Addendum to use the Domestic Payment Processing Services. If you do not accept them, you may not receive the Domestic Payment Processing Services.

1. Network Compliance and Disclosure

a. **Important BBVA's Disclosures:** BBVA discloses that (i) it is the only entity approved to extend acceptance of Visa, Mastercard and Authorized Issuer card products issued in Mexico ("**Domestic Payment Cards**") directly to you under this Acquirer Addendum; (ii) it must be a principal party to this Acquirer Addendum; (iii) subject to Section 4 of this Acquirer Addendum, with respect to Transactions processed through the Domestic Payment Services, it is responsible for and must provide the Settlement Funds (as defined below) that it receives to Stripe for Stripe's distribution to you; and (iv) with respect to Transactions processed through the Domestic Payment Services, Stripe is responsible for all funds that may be held in reserve that are derived from your Settlement Funds.

b. **Your Responsibilities:** In addition to any other responsibilities set forth in this Acquirer Addendum, you agree that, at all times throughout the term of this document, you will (i) comply with the PCI Standards in

using and maintaining Payment Data; (ii) maintain fraud and chargebacks rates acceptable under the Payment Network Rules; (iii) review and understand the terms of this Acquirer Addendum; and (iv) comply with the Payment Network Rules.

Stripe is registered as a Payment Facilitator by BBVA. You may contact BBVA by writing to BBVA México, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA México, at their address located in Avenida Paseo de la Reforma 510, Colonia Juárez, Alcaldía Cuauhtémoc, Zip Code 06600, Mexico City, Mexico.

2. Purpose of this Acquirer Addendum

When you process Transactions through the Domestic Payment Processing Services, the Payment Network Rules require you to enter into a direct contractual relationship with the Relevant Payment Method Acquirer for the Transactions. This Acquirer Addendum constitutes your direct contractual relationship with BBVA.

As between Stripe and BBVA, Stripe is responsible for underwriting and evaluating your eligibility to receive the Domestic Payment Processing Services, authorizing Charges, settling funds to your Payout Accounts as provided in Section 4 of this Acquirer Addendum, and providing the Domestic Payment Processing Services pursuant to the terms of the Agreement.

Stripe, and not BBVA, will provide customer service to you to resolve any issues you may have related to your use of the Domestic Payment Processing Services; however, you may contact BBVA (using the contact information provided above) in the event that you are unable to resolve any matters directly with Stripe. You are solely responsible for providing support to your Customers for all issues related to your products and services.

3. Compliance with Payment Network Rules

a. When you use the Domestic Payment Processing Services to accept Charges from Domestic Payment Cards, you must comply with Payment Network Rules, including the acceptance guidelines, monitoring programs, and activity reporting (including excessive credits, chargebacks, or deposits) set forth therein. Your rights and obligations under the Payment Network Rules are communicated to you through the terms of the Agreement, this Acquirer Addendum, and the Documentation. Under the Payment Network Rules, certain activity may subject you to chargebacks, fees and or fines; and, certain activity may cause settlement delays, withholdings, audits of your processing activity, or termination of this Acquirer Addendum and/or the Agreement. Without limiting the foregoing, you specifically agree to:

- i. Only submit Transactions authorized by the cardholder in accordance with applicable law;
- ii. Only accept payment for the sale of products or services, or if applicable, receipt of bona fide donations, conducted by you pursuant to your business as indicated in your Stripe Account and not for any products, services, or donations (i) prohibited by Payment Network Rules, or (ii) that qualify as Restricted Businesses, unless you have received prior written approval from Stripe;
- iii. Submit a Transaction for the full amount owed by the Customer for the Transaction except where you and the Customer agree on a partial shipment (such as receiving a portion of an order), or where the Transaction qualifies for delayed delivery or special order deposits (such as paying for a deposit on a custom-built product);
- iv. Not establish minimum or maximum amounts (except as permitted by the Payment Network Rules), or condition Charges for use of Domestic Payment Cards, and not discourage the use of one Domestic Payment Card brand over another;
- v. Not impose surcharges or taxes (except where permitted by Payment Network Rules) and, where so done, you will only collect such amounts as part of the submitted Charge;

- vi. Not submit a Transaction that represents collection of a dishonored check;
- vii. Only use the Network logos or marks in a manner permitted by the Payment Network Rules;
- viii. Prohibit use of Domestic Payment Cards for disbursement of cash (except as permitted by the Payment Network Rules);
- ix. Comply with the security obligations identified in the Agreement, including compliance with PCI-DSS and only use cardholder data as permitted, and certify such compliance upon request, and not permit or promote fraudulent use of Domestic Payment Cards or cardholder data;
- x. Make clear to Customers that they are transacting with you prior to, during, and after the Transaction, including providing clear statement descriptors;
- xi. Use all reasonable methods to resolve disputes with Customers, including those resulting in a chargeback, and not attempt to recharge a Customer for a Transaction that was previously charged back and subsequently returned to you unless the recharge is expressly authorized by the Customer;
- xii. Provide clear refund and exchange language that is consistent with the Payment Network Rules; and,
- xiii. Issue and provide to Customers a invoice or receipts of the Transaction, in accordance with applicable law.

4. Authorization for Settlement and Disbursement of Funds

BBVA will provide the funds it receives from the Networks for settlement of your Charges ("**Settlement Funds**") to Stripe, which will accept the Settlement Funds on your behalf. You agree to designate Stripe as your agent for purposes of receiving Settlement Funds, and you authorize Stripe to instruct BBVA on your behalf on how and when to make transfers of Settlement Funds to Stripe, including the initiation of holds, receipts, and disbursements of Settlement Funds. Settlement Funds will be held by Stripe in pooled merchant funds accounts pending disbursement to you (or any applicable third-party recipient you have instructed Stripe to make a disbursement to on your behalf) in accordance with the terms of the Agreement, including this Acquirer Addendum.

You agree you are not entitled to access the Settlement Funds prior to the Settlement Funds being credited by Stripe to your Payout Account (or the bank account of a third-party recipient to which you have instructed Stripe to make a disbursement on your behalf). You further agree that you have no right to direct BBVA to distribute Settlement Funds, that you may not assign any interest in any Settlement Funds held by BBVA, and that you are not entitled to any interest or other compensation associated with the Settlement Funds held by BBVA. Any authorizations set forth in this Acquirer Addendum will remain in full force and effect until your Stripe Account is closed or terminated.

5. Sharing of Data and Data Security

You authorize Stripe and BBVA to provide any Data, including User Data or Payment Data, to each other to (i) provide the Domestic Payment Processing Services, (ii) comply with legal and regulatory obligations, and (iii) perform underwriting and risk review, including verification that you are legally permitted to transact and receive funds. This includes sharing information about BBVA and Stripe's experience with you, such as termination of this Acquirer Addendum by BBVA and the reasons for such termination. Where required to comply with our obligations under Payment Network Rules, or any of BBVA's and/or Stripe's regulatory obligations, BBVA and/or Stripe may provide any Data to law enforcement, the Networks, or other government regulators.

6. Term and Termination

This Acquirer Addendum becomes effective as provided in the introductory paragraphs and shall continue in effect so long as you use the Domestic Payment Processing Services. This Acquirer Addendum will terminate automatically upon termination of the Agreement, except for those terms which are intended to survive termination. In addition, the Domestic Payment Processing Services and/or this Acquirer Addendum may be terminated by BBVA, Stripe, Visa or Mastercard, as provided in the introductory paragraphs.

7. Representations and Warranties

In addition to the representations and warranties made in the Agreement, which are incorporated by reference to this Acquirer Addendum in their entirety, you represent and warrant to BBVA and Stripe as of each day on which you receive Domestic Payment Processing Services that:

- a. You are legally able to enter into this Acquirer Addendum;
- b. You will not use the Payment Processing Services, directly or indirectly, for any fraudulent or illegal undertaking;
- c. You will only use the Domestic Payment Processing Services in a manner consistent with the Agreement (including this Acquirer Addendum), the Documentation, the Payment Network Rules.

8. Indemnification

Notwithstanding the foregoing or anything to the contrary in the Agreement, you agree to defend, indemnify, and hold harmless BBVA, and its respective employees, directors, agents, subcontractors and affiliates (collectively the “**BBVA Entities**”) from and against any claim, suit, demand, loss, liability, damage (including indirect or consequential damage), action, or proceeding arising out of or relating to (a) your breach of any provision of the Agreement or these this Acquirer Addendum; (b) your use of the Domestic Payment Processing Services; (c) your obligations to pay fees or fines to Stripe, your Customers, Payment Method Providers, or third parties; (d) your negligence or willful misconduct or the negligence or willful misconduct of your employees, contractors, or agents; and (e) all third-party indemnity obligations BBVA incurs as a direct or indirect result of your acts or omissions (including indemnification of any Network, card issuer, or intermediary bank).

9. Disclaimer of Warranties

THE SERVICES DESCRIBED IN THIS ACQUIRER ADDENDUM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL DISCLAIMERS OF WARRANTIES PROVIDED IN THE AGREEMENT WILL APPLY EQUALLY TO THE BBVA ENTITIES AS THEY DO TO STRIPE. THE BBVA ENTITIES (A) ARE NOT RESPONSIBLE FOR YOUR OR STRIPE’S FAILURE TO PERFORM OBLIGATIONS UNDER THE AGREEMENT AND (B) DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY YOU, STRIPE, OR ANY THIRD PARTY.

10. Limitations on Liability

In no event will BBVA Entities be liable for any lost profits, lost revenue, lost business opportunity, loss of data, or any indirect, punitive, incidental, special, consequential, or exemplary damages arising out of, in connection with, or relating to the Agreement, this Acquirer Addendum, or the Domestic Payment Processing Services described in either, including without limitation the use of, inability to use, or unavailability of services provided by Stripe. Under no circumstances will any of the BBVA Entities be

responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access, or use of the Domestic Payment Processing Services, your Stripe Account, or the Data contained therein, or your failure to use or implement security, controls, or processes that are appropriate for your business.

The BBVA Entities' cumulative liability to you is limited to direct damages and in all events will not exceed in the aggregate the amount of fees or compensation actually received and retained by BBVA from Stripe for the Transactions processed for you through the Domestic Payment Processing Services during the twelve (12) month period immediately preceding the event that gives rise to the claim for liability (Interchange and/or any other pass through fees that BBVA must pay to third parties (such as, issuers, Network Operators, etc.) will not be included to determine the final amount). The limitation of liability in the preceding sentence will not apply to claims by you against BBVA for direct damages for failure to transfer Settlement Funds to Stripe in accordance with Section 4 of this Acquirer Addendum, in which case BBVA's liability for such direct claim by you is limited to the amount of any Settlement Funds that BBVA failed to transfer to Stripe in accordance with Section 4 of this Acquirer Addendum.

The foregoing will apply to the fullest extent permitted by law in the applicable jurisdiction and will apply regardless of the legal theory on which the claim is based, including without limitation contract, tort (including negligence), strict liability, or any other basis. The limitations apply even if Stripe or BBVA have been advised of the possibility of such damage.

11. Mexico Only Services; No Illegal Activities

You may not use the Domestic Payment Processing Services or services of any kind offered by BBVA from, or on behalf of persons or entities (a) in a country embargoed by Mexico or the United States or (b) blocked or denied by the Mexican or United States government. You further acknowledge and agree that you will not use your Stripe Account and/or the Domestic Payment Processing Services for Transactions that are illegal under Laws, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control ("**OFAC**"), Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac) or the U.S. Department of State Terrorist Exclusion List (available at www.state.gov) or the processing and acceptance of Transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by OFAC. Unless otherwise explicitly stated, the Domestic Payment Processing Services are solely for use by you in Mexico.

Notwithstanding anything to the contrary in this Acquirer Addendum, BBVA may decline to process any Transaction submitted by you in its sole discretion.

12. Dispute Resolution

Any disputes between you and Stripe under this Acquirer Addendum shall be subject to the applicable provisions of the Agreement. In particular, the dispute resolution, class action waiver, and arbitration provisions of the Agreement shall apply to disputes under this Acquirer Addendum between you and Stripe.

If applicable under obligations stated in this Acquirer Addendum, disputes between you and BBVA will be governed by the laws of Mexico specifically Mexico City law, any dispute regarding the interpretation, execution and application of this Addendum will be resolved in Mexico City courts, waiving any other applicable jurisdiction.

13. Waiver; Amendment

The failure of BBVA to assert any of its rights under this Acquirer Addendum or the Agreement will not be deemed to constitute a waiver by BBVA of its rights to enforce each and every provision of this Acquirer Addendum or the Agreement in accordance with their terms. This Acquirer Addendum may be amended by BBVA or Stripe from time to time in the same manner as the Agreement may be amended by Stripe.

14. Miscellaneous

This Acquirer Addendum is entered into, governed by, and construed pursuant to the laws of Mexico without regard to conflicts of law provisions. This Acquirer Addendum may not be assigned by you without the prior written consent of BBVA and Stripe. This Acquirer Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, and assignees. If any provision of this Acquirer Addendum is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Acquirer Addendum will be construed as if such provision is not contained in this Acquirer Addendum.