Stripe Connected Account Agreement

Last modified: December 15, 2023
Thank you for using Stripe Connect!

This agreement governs Connected Accounts' use of Stripe Connect Services, and describes how Connected Accounts and their third-party platform provider(s) may use the Stripe Connect Services. This Stripe Connected Account Agreement ("Connected Account Agreement") forms a legal agreement between Stripe, Inc. ("Stripe") and you or the entity you represent ("you" and "your"). This Connected Account Agreement governs your rights and obligations when your Stripe Account is enrolled with a third-party platform provider using Stripe Connect Services ("Stripe Connect Platform"). The Stripe Services Agreement is incorporated into this Connected Account Agreement by this reference. Capitalized terms not defined in this Connected Account Agreement (either inline or by hyperlink), are defined in the Stripe Services Agreement. To the extent that there is a conflict between the Stripe Services Agreement and this Connected Account Agreement related to your use of the Stripe Connect Services, this Connected Account Agreement will prevail.

You and Stripe agree as follows:

1. Key Definitions.

The following terms are defined in the Stripe Services Agreement, but are repeated below for your convenience (you are a Platform User and Connected Account as the Stripe Services Agreement defines those terms):

"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 relating to that Connected Account.

"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 Provider Agreement" means, as to each Connected Account, collectively, the agreements that a Stripe Connect Platform has with that Connected Account.

2. Your Stripe Account.

Stripe Connect Platforms can help you use the Services, which may include the Stripe Payments Services. A Stripe Connect Platform may help you to create your Stripe Account, or enroll your existing Stripe Account with the Stripe Connect Platform. A Stripe Connect Platform may conduct Activity on your behalf and act as a data controller to instruct Stripe to process Your Data (as defined below), as long as it does so according to your Platform Provider Agreement. Activity may be submitted, initiated or performed through the Stripe Dashboard or through the Stripe API, and this includes the communication of information about Transactions (if applicable), as well as other features as described in the Documentation. A Stripe Connect Platform may restrict your ability to (a) terminate the Stripe Connect Platform's access to your Stripe Account; and (b) view, access or activate certain Services. You should read your Platform Provider Agreement carefully to understand the nature of the Platform Services and the Activity that a Stripe Connect Platform may conduct on your behalf. Stripe is not a Stripe Connect Platform, and only provides the Services described in this Connected Account Agreement and the Stripe Services Agreement.

3. Representation and Warranty; Your Responsibilities.

You represent as of the Effective Date, and warrant at all times during the Term, that the information that you provide to Stripe directly or through a Stripe Connect Platform is accurate and complete. You are solely responsible for, and Stripe disclaims all liability for, the provision of goods and services sold to your Customers as part of your use of the Services, and any obligations you may owe to your Customers. If you use the Stripe Payments Services, you are always financially liable to Stripe for the full amount of all Disputes (including chargebacks), Refunds, and fines that arise from your use of the Stripe Payments

Services, regardless of whether you have agreed to share this liability with a Stripe Connect Platform. These obligations are described in more detail in the Stripe Services Agreement.

4. Stripe Dashboard.

Depending on how the Stripe Connect Platform has implemented the Stripe Connect Services, you may be able to directly manage your Stripe Account through the Stripe Dashboard. If you are able to access the Stripe Dashboard, you are responsible for all actions taken on your Stripe Account through the Stripe Dashboard. If you do not have access to the Stripe Dashboard, you must contact the Stripe Connect Platform if you need support or have any questions relating to the Services, this Connected Account Agreement or the Stripe Services Agreement.

5. Relationship to Stripe Connect Platforms.

5.1 Your Data.

- (a) You instruct Stripe to (a) share any data it collects relating to you and to Activity on your Stripe Account ("Your Data") with your Stripe Connect Platforms as necessary to provide you with the Stripe Connect Services and the Platform Services; and (b) process Your Data as described in this Connected Account Agreement and Stripe's Privacy Policy. Your Data includes:
- (i) data regarding your Transactions;
- (ii) your Personal Data, and the Personal Data of your Representatives, employees, contractors and agents;
- (iii) your Customers' Personal Data; and
- (iv) data regarding Activity on any Stripe Account you have enrolled with a Stripe Connect Platform.
- (b) You acknowledge that Stripe Connect Platforms may share Your Data with Stripe.
- (c) You represent as of the Effective Date and warrant to Stripe at all times during the Term that, to the extent you provide Personal Data to Stripe or instruct Stripe to collect Personal Data, you have provided all notices and obtained all rights and consents necessary to enable Stripe to lawfully collect, use, retain and disclose that Personal Data as described in this Connected Account Agreement, the Stripe Services Agreement and the Stripe Privacy Policy.

5.2 Pricing and Fees.

Stripe's standard Fees for the Services are posted on the Stripe Pricing Page; but Stripe may have agreed to Fees with a Stripe Connect Platform that are different from these Fees. Stripe's Fees will either be disclosed to you separately or will be consolidated with the fees for the Platform Services. Stripe does not control and is not responsible for fees imposed by a Stripe Connect Platform, which should be made clear to you in your Platform Provider Agreement. At the Stripe Connect Platform's request, Stripe may deduct from your Stripe Account balance both Stripe's Fees and the fees for Platform Services the Stripe Connect Platform specifies to Stripe.

6. Disclaimer; Limitations on Stripe's Liability.

Stripe is not responsible for, and disclaims all liability arising from or relating to:

- (a) any Stripe Connect Platform's acts or omissions in providing services to you or your customers, or for any Stripe Connect Platform's failure to comply with the terms of your Platform Provider Agreement;
- (b) your obligations to your Customers (including to properly describe and deliver the goods or services being sold to your Customers); or
- (c) your compliance with Laws and obligations related to your provision of goods or services to your Customers, or receipt of charitable donations, including any obligation to provide customer service, notify and handle refunds or consumer complaints, provide receipts, register your legal entity, and other actions not related to the Services.

This section is in addition to, and does not limit, the provisions of the Stripe Services Agreement that disclaim or limit Stripe's liability.

7. Other General Legal Terms.

7.1 Term, Termination, and the Effects of Termination.

- (a) The term of this Connected Account Agreement begins when you enroll your Stripe Account with a Stripe Connect Platform and continues until you or Stripe terminate this Connected Account Agreement under this Section. You may terminate this Connected Account Agreement by (a) closing your Stripe Account or (b) unenrolling your Stripe Account from all Stripe Connect Platforms. If after termination you register your Stripe Account with a Stripe Connect Platform again, this Agreement will apply starting on the date on which you register your Stripe Account with a Stripe Connect Platform again. Stripe may terminate this Connected Account Agreement at any time for any reason by notifying you.
- (b) Terminating this Connected Account Agreement will not immediately terminate the Stripe Services Agreement. Stripe and you may only terminate the Stripe Services Agreement according to its terms. This Connected Account Agreement will automatically terminate if the Stripe Services Agreement terminates.

7.2 Stripe Services Agreement - Version.

The Stripe Services Agreement version incorporated into this Connected Account Agreement is the version that applies to your Stripe Account jurisdiction. If the name of your jurisdiction does not appear in the title of the page accessible via this <u>Stripe Services Agreement</u> link, please <u>contact Stripe</u> to obtain the correct link.

8. Non-applicability.

Stripe Connect Platforms may also use Stripe Connect to direct Stripe to send funds to Connected Accounts outside of Stripe Payments Services as described in Section 4.5 of the Stripe Connect Terms. These fund transfers are not associated with payments a Stripe Connect Platform collects on your behalf using the Stripe services. If you receive funds of this kind, you are not using the Stripe services, and this Connected Account Agreement does not apply to you. Also, you must contact the Stripe Connect Platform, not Stripe, with any questions you have about the status of these funds.