

Stripe Services Agreement — New Zealand

Welcome to Stripe!

This Stripe Services Agreement includes this introduction, the General Terms, Definitions, Services Terms, and incorporated documents and terms (“**Agreement**”) and forms a legal agreement between Stripe New Zealand Limited (NZBN 9429041687628) (“**Stripe**”), Stripe Payments Europe, Limited, an Irish registered company (“**SPEL**”) and you or the entity you represent (“**you**” and “**your**”). SPEL is a party to this Agreement solely for the purposes of processing Personal Data under Section 8 of this Agreement, and in that context “**Stripe**” means only SPEL. This Agreement governs your use of the Services.

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

As referenced in Section 13 of the General Terms, any dispute between you and Stripe 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 11, 2024

You and Stripe agree as follows:

1. Your Stripe Account.

1.1 Eligibility.

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

1.2 Business Representative.

You and your Representative individually affirm to Stripe that (a) your Representative is authorized to provide User Information on your behalf and to bind you to this Agreement; and (b) your Representative is an executive officer, senior manager or otherwise has significant responsibility for the control, management or direction of your business. Stripe may require you or your Representative to provide additional information or documentation demonstrating your Representative’s authority.

1.3 Sole Proprietors.

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

1.4 Age Requirements.

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

2. Services and Support.

2.1 Services.

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

2.2 Services Terms; Order of Precedence.

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

2.3 Service Modifications and Updates.

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

2.4 Subcontracting.

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

2.5 Services Restrictions.

The Services and Stripe Technology are supplied and acquired in trade, and accordingly the parties agree to opt out of the provisions of the New Zealand Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the New Zealand Fair Trading Act 1986 in respect of the Services and Stripe Technology. You may only use the Services for business purposes. You must not, and must not enable or allow any third party to:

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

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

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

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

(d) *Availability During Preview Product Release Phase.* Stripe may suspend or terminate your access to any Preview Services at any time.

2.7 Support.

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

2.8 Third-Party Services.

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

3. Information; Your Business.

3.1 User Information.

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

3.2 Information Retrieved by Stripe.

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

4. Services Fees; Taxes.

4.1 Services Fees.

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

4.2 Collection of Fees and Other Amounts.

You must pay, or ensure that Stripe is able to collect, Fees and other amounts you owe under this Agreement when due. Stripe may deduct, recoup or setoff Fees and other amounts you owe under this Agreement, or under any other agreements you have with Stripe or any of its Affiliates, from your Stripe Account balance, or invoice you for those amounts. If you fail to pay invoiced amounts when due, if your Stripe Account balance is negative or does not contain funds sufficient to pay amounts that you owe under this Agreement, or under any other agreement with Stripe or any of its Affiliates, or if Stripe is unable to collect amounts due from your Stripe Account balance, then Stripe may, to the extent Law permits, deduct, recoup or setoff those amounts from: (a) if established and applicable, each Reserve; (b) funds payable by Stripe or its Affiliate to you or your Affiliate; (c) if established, each User Affiliate Reserve; (d) each User Bank Account; and (e) the Stripe account balance of each Stripe account that Stripe determines, acting reasonably, is associated with you or your Affiliate. If the currency of the amount being deducted is different from the currency of the amount you owe, Stripe may deduct, recoup or setoff an amount equal to the amount owed (using Stripe's conversion rate) together with any fees Stripe incurs in making the conversion.

4.3 Debit Authorization.

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

4.4 Taxes.

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

- (a) determining which, if any, Taxes or fees apply to the sale of your products and services, acceptance of donations, or payments you make or receive in connection with your use of the Services; and
- (b) assessing, collecting, reporting and remitting Taxes for your business. If Stripe is required to withhold any Taxes, Stripe may deduct those Taxes from amounts otherwise owed to you and pay those Taxes to the appropriate taxing authority. If you are exempt from paying, or are otherwise eligible to pay a reduced rate on, those Taxes, you may provide to Stripe an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status or reduced rate eligibility, in which case Stripe will not deduct the Taxes covered by the certificate. You must provide accurate information regarding your tax affairs as Stripe reasonably requests, and must promptly notify Stripe if any information that Stripe prepopulates is inaccurate or incomplete. Stripe may send documents to you and taxing authorities for transactions processed using the Services. Specifically, Law may require Stripe to file periodic informational returns with taxing authorities related to your use of the Services. Stripe may send tax-related information electronically to you.

5. User Bank Accounts; Funds.

5.1 User Bank Accounts; Prohibition on Grant or Assignment.

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

5.2 Holding of Funds.

To the extent Law and the applicable Financial Services Terms permit, Stripe and its Affiliates may invest funds they hold into liquid investments. Stripe or its applicable Affiliates will (a) hold these investments separate from investments made with their own funds; and (b) own, and you will not receive, any earnings from these investments. Stripe's and its Affiliates' investment of funds will not affect or delay Stripe's payout obligations under this Agreement.

5.3 Dormant Accounts.

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

6. Termination; Suspension; Survival.

6.1 Termination.

(a) *Your Termination.* You may terminate this Agreement at any time by closing your Stripe Account. To do so, you must open [the account information tab in your account settings](#), select “close my account” and stop using the Services. If after termination you use the Services again, this Agreement will apply with an Effective Date that is the date on which you first use the Services again.

(b) *Stripe Termination.* Stripe may terminate this Agreement (or any part) or close your Stripe Account (i) with immediate effect upon notifying you if any event listed in Sections 6.2(a)-(i) of these General Terms occurs; or (ii) at any time upon 30 days' notice to 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 the event giving rise to suspension has not been resolved to Stripe's reasonable satisfaction within 30 days of the suspension.

(c) *Termination for Material Breach.* Without limiting Sections 6.1(b) and 6.2(e), a party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach. If the material breach affects only certain Services, the non-breaching party may choose to terminate only the affected Services.

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

6.2 Suspension.

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

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

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

7.3 Marks Usage.

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

(a) on Stripe webpages and apps that identify Stripe's customers;

(b) in Stripe sales/marketing materials and communications; and

(c) in connection with promotional activities to which the parties agree in writing.

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

7.4 No Joint Development; Reservation of Rights.

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

8. Privacy and Data Use.

8.1 Privacy Policies.

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

8.2 Disclosures.

When you provide Personal Data to Stripe, or authorize Stripe to collect Personal Data, you must provide all necessary notices to and obtain all necessary rights and consents from the applicable individuals (including your Customers) sufficient to enable Stripe to lawfully collect, use, retain and disclose the Personal Data in the ways this Agreement and Stripe's [Privacy Policy](#) describe. You will determine the content of the notices you provide to your Customers.

8.3 Personal Data.

Stripe will Process Personal Data for the purposes described in Section 2 of the [Data Processing Agreement](#). You are responsible for being aware of, and complying with, Law governing your use, storage and disclosure of Personal Data.

8.4 Data Processing Agreement.

The [Data Processing Agreement](#), including the Data Transfers Addendum, that applies 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 Data Processing Agreement.

8.5 Stripe Data.

You may use the Stripe Data only as this Agreement and other applicable agreements between a Stripe Entity and you (or your Affiliates, if applicable) permit.

8.6 Retention of Data.

Stripe is not obligated to retain data after the Term, except as (a) required by Law; (b) required for Stripe to perform any post-termination obligations; (c) this Agreement otherwise states; or (d) the parties otherwise agree in writing.

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

9.2 PCI-DSS.

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

9.3 Stripe Account Credentials.

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

9.4 Data Breach.

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

9.5 Audit Rights.

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

10. Representations and Warranties.

10.1 Representations and Warranties.

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

- (a) you have the right, power, and ability to enter into and perform under this Agreement;
- (b) you are a business (which may be a sole proprietor) or a non-profit organization located in New Zealand and are eligible to apply for a Stripe account and use the Services;
- (c) you have, and comply with, all necessary rights, consents, licenses, registrations and approvals for the operation of your business and to allow you to access and use the Services in compliance with this Agreement and Law;
- (d) your employees, contractors and agents are acting consistently with this Agreement;
- (e) your use of the Services does not violate or infringe upon any third-party rights, including IP Rights, and you have obtained, as applicable, all necessary rights and permissions to enable your use of Content in connection with the Services;
- (f) you are authorized to initiate settlements to and debits from the User Bank Accounts;
- (g) you comply with Law with respect to your business, your use of the Services and Stripe Technology, and the performance of your obligations in this Agreement;
- (h) you comply with the Documentation;
- (i) you comply with the Financial Services Terms, and are not engaging in activity that any Financial Partner identifies as damaging to its brand;
- (j) you do not use the Services to conduct a Restricted Business, transact with any Restricted Business, or enable any individual or entity (including you) to benefit from any Restricted Business;
- (k) you own each User Bank Account, and each User Bank Account is located in a Stripe-approved country for the location of your Stripe Account, as described in the Documentation; and
- (l) all information you provide to Stripe, including the User Information, is accurate and complete.

10.2 Scope of Application.

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

11. Indemnity.

11.1 Stripe IP Infringement.

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

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

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

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

(iii) your breach of this Agreement; or

(iv) your negligence, fraud or willful misconduct.

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

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

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

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

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

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

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

11.2 Your Indemnification Obligations.

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

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

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

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

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

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

(c) *Limitations*. Your obligations in this Section 11.2 do not apply to the extent the Claim or Stripe Losses arise out of Stripe's breach of this Agreement, negligence, fraud or willful misconduct.

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.

(a) *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.* _

(b) The Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to hacking, tampering, or other unauthorized access or use of the Services,

your Stripe Account, or Protected Data, or your failure to use or implement anti-fraud or data security measures. Further, the Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to (i) your access to, or use of, the Services in a way that is inconsistent with this Agreement or the Documentation; (ii) unauthorized access to servers or infrastructure, or to Stripe Data or Protected Data; (iii) Service interruptions or stoppages; (iv) bugs, viruses, or other harmful code that may be transmitted to or through the Service (v) errors, inaccuracies, omissions or losses in or to any Protected Data or Stripe Data; (vi) Content; or (vii) your or another party's defamatory, offensive, fraudulent, or illegal conduct. The disclaimer in this Section 12.1(b) does not apply to the extent any losses, damages or costs arise out of Stripe's negligence, fraud or willful misconduct.

12.2 LIMITATIONS ON LIABILITY.

(a) *Indirect Damages.* To the maximum extent permitted by Law, the Stripe Parties and Card Networks will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, tort or other legal or equitable theory, for any lost profits, personal injury, property damage, loss of data, business interruption, indirect, incidental, consequential, exemplary, special, reliance, or punitive damages, even if these losses, damages, or costs are foreseeable, and whether or not you, the Stripe Parties or the Card Networks have been advised of their possibility.

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

13. Dispute Resolution; Agreement to Arbitrate.

13.1 Governing Law.

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

13.2 Binding Arbitration.

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

(b) The International Centre for Dispute Resolution will administrate the arbitration in accordance with the International Arbitration Rules (including its expedited procedures where applicable) and the Arbitration Act 1996.

(c) The arbitrator will apply the substantive law of New Zealand, excluding any conflict or choice of law rules.

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

13.3 Arbitration Procedure.

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

(b) Subject to Section 13.3(a) of these General Terms, each party may commence arbitration by providing to the International Centre for Dispute Resolution and the other party to the dispute a written demand for arbitration, stating the subject of the dispute and the relief requested.

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

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

13.4 Confidentiality.

The parties will keep confidential the existence of the arbitration, the arbitration proceeding, the hearing and the arbitrator's decision, except (a) as necessary to prepare for and conduct the arbitration hearing on the merits; (b) in connection with a court application for a preliminary remedy, or confirmation of an arbitrator's decision or its enforcement; (c) the Stripe parties may disclose the arbitrator's decision in confidential settlement negotiations; (d) each party may disclose as necessary to professional advisors that are subject to a strict duty of confidentiality; and (e) as Law otherwise requires. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration, except as Law requires or if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

13.5 Conflict of Rules.

In the case of a conflict between the provisions of this Section 13, the International Centre for Dispute Resolution's International Arbitration Rules, and the Arbitration Act 1996, to the extent permitted by law the: (a) provisions of this Section 13 will prevail; and (b) International Centre for Dispute Resolution's International Centre for Dispute Resolution's International Arbitration Rules will prevail over the Arbitration Act 1996.

13.6 No Jury Trial.

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

14. Modifications to this Agreement.

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

under the heading for those terms. Except as this Agreement (including in this Section 14) otherwise allows, this Agreement may not be modified except in a writing signed by the parties.

15. General Provisions.

15.1 Electronic Communications.

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

15.2 Notices and Communications.

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

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

15.3 Legal Process.

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

15.4 Collection Costs.

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

15.5 Interpretation.

(a) To the extent permitted by Law, no provision of this Agreement will be construed against any party on the basis of that party being the drafter.

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

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

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

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

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

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

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

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

15.6 Waivers.

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

15.7 Force Majeure.

Stripe, its Affiliates and Card Networks will not be liable for any losses, damages, or costs you suffer, or delays in a Stripe Entity's and Card Networks' 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, by giving you prior notice in writing. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

15.9 Export Control.

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

15.10 No Agency.

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

15.11 Severability.

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

15.12 Cumulative Rights; Injunctions.

The rights and remedies of the parties under this Agreement are cumulative, and each party may exercise any of its rights and enforce any of its remedies under this Agreement, along with all other rights and remedies available to it at law, in equity or under the Financial Services Terms. Any material breach by a party of Section 7 or Section 8 of these General Terms could cause the non-

breaching party irreparable harm for which the non-breaching party has no adequate remedies at law. Accordingly, the non-breaching party is entitled to seek specific performance or injunctive relief for the breach.

15.13 Entire Agreement.

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

Definitions

“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’s Stripe 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.

“AML and Sanctions Law” means all applicable anti-money laundering and sanctions laws, rules, regulations and other binding requirements of any regulator or other governmental agency or entity with jurisdiction in the United States, or with jurisdiction over the Stripe Vault and Forward Services, Stripe or its Affiliates, you or your Affiliates, or a Third Party PSP, as applicable.

“API” means application programming interface.

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

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

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

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

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

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

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

“Connected Account” means (a) a Platform User that has a Stripe account onboarded to a Stripe Connect Platform via the Stripe Connect Services; or (b) a Payout Recipient.

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

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

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

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

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

“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).

“Customer and Payment Method Information” (or “CPM Information”) means Customer account information including Customer name, Customer contact information, Customer billing information, Customer tax ID, Customer loyalty program information, and Customer’s payment methods saved to the Customer profile.

“Customer and Payment Method Sharing” means the feature that enables you to share Customer Payment Method Information of your Organization Accounts with other Organization Accounts in your Organization.

“Data Processing Agreement” means the data processing agreement located at www.stripe.com/legal/dpa.

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

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

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

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

“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 a Stripe Entity 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 a Stripe Entity, including (a) a strike or other labor dispute or labor shortage, stoppage or slowdown; (b) supply chain disruption; (c) embargo or blockade; (d) telecommunication breakdown, power outage or shortage; (e) inadequate transportation service or inability or delay in obtaining adequate supplies; (f) weather, earthquake, fire, flood, natural disaster or act of God; (g) riot, civil disorder, war, invasion, hostility (whether war is declared or not) or terrorism threat or act; (h) civil or government calamity; (i) epidemic, pandemic, state, national or international health crisis; and (j) Law or act of a Governmental Authority.

“Forwarded Data” means payment card and transaction-related data that you forward using the Stripe Vault and Forward Services, including payment card transaction authorization and charge requests.

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

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

“GDPR” means 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, as identified on the [Stripe Restricted Business List](#).

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

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

“Identity Services Data” means any Stripe Data you receive from Stripe in connection with the Stripe Identity Services.

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

(a) as defined by Law, you are unable (or deemed to be unable) to pay your debts;

(b) you are the subject of a petition, resolution, order or any other step in relation to winding up, bankruptcy or equivalent proceedings;

(c) you stop, or threaten to stop, carrying on all or part of your business (except for the purposes of an amalgamation, reconstruction or reorganization);

(d) you enter into a compulsory or voluntary liquidation, or a liquidator is appointed in relation to you or any of your assets;

(e) you are the subject of a petition for an administration order or an application for such an order, or a notice of intention to appoint an administrator to you is given, or any other step is taken by any individual or entity with a view to the administration of you under Law;

(f) a moratorium is agreed or declared with respect to all or part of your debts;

(g) you enter, or propose to enter, into any compromise or arrangement of your debts with or for the benefit of some or all of your creditors generally, or in respect of a particular type of your debts;

(h) you begin proceedings or negotiations, or propose or agree, to reschedule, readjust or defer your debts;

(i) a liquidator, receiver, administrative receiver, administrator, manager or other similar officer is appointed in respect of the whole or any part of your assets;

(j) an enforcement of any security over, or an execution, attachment, lien, levy, distress or similar procedure is levied against, any of your assets;

(k) any legal proceeding, corporate action or other procedure or step is taken in connection with appointing an administrator, administrative receiver, receiver, liquidator, manager, trustee in bankruptcy or other similar officer in relation to you or any of your assets; or

(l) where any User Entity or shareholder of a User Entity is subject to any of the events listed in this definition.

“IP Claim” means a Claim made against you by a third party alleging that the Stripe Technology, Services or a Stripe Mark provided to and used by you in accordance with this Agreement infringes or misappropriates the IP Rights of the third party making the Claim, excluding Claims made by Connected Accounts.

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

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

“IRS” means Internal Revenue Service.

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

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

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

“Merchant Initiated Transaction” means a Transaction or a series of Transactions that you initiate according to an authorization (i.e., mandate) that you receive from a Customer that authorizes you to initiate the Transaction(s) on the agreed terms, without requiring the Customer to take any further action to trigger their initiation by you.

“Merchant Losses” means negative amounts on a Connected Account’s Stripe account balance resulting from Transactions, Disputes, Refunds, and Reversals (as defined in the Stripe Payments Terms) where the Connected Account is the settlement merchant.

“MOTO Transaction” means a Transaction that 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.

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

“On-Reader Forms” means functionality that allows you to display pre-built user interfaces on Stripe Terminal Product reader device screens that may be used to (a) display customized text to your Customers, (b) solicit Customer selection from buttons displaying customized text, or (c) collect and store Customer input text information and signature images.

“Organization” means a group of two or more of your or your Affiliates’ Stripe Accounts that you join together via the Stripe Organization Services.

“Organization Account” means a Stripe Account that is included in an Organization.

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

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

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

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

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

“Payment Method Rules” means the publicly available 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; (d) a delay or failure of a Financial Partner to settle a Transaction to Stripe, including as a result of a Financial Partner’s default, insolvency, or bankruptcy; or (e) a Force Majeure Event.

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

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

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

“PCI Standards” means PCI-DSS and Payment Card Industry Software Security Framework (PCI-SSF), 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, “personal information” as defined in the CCPA, and “personal information” as defined in the Privacy Act.

“Platform Fees” means the fees you direct Stripe to charge your Connected Accounts for the Connected Accounts’ use of your Platform Services.

“Platform Pricing Control” means the Connected Account attribute that enables you to determine, to the extent stated in the Documentation, the fees that apply with respect to the Connected Account.

“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.

“Post-SMR Transition Period” means the period starting when you initiate the first Transaction for any transitioning Platform User on a Connected Account type that does not enable Stripe Managed Risk Services until the earlier of when (i) you have initiated a Transaction for every Platform User on the Connected Account to which they are transitioning; and (ii) all SMR-Enabled Connected Accounts are closed.

“Preview” means the product release phase “proof of concept,” “beta,” “pilot,” “invite only,” “private preview,” “private developer preview,” “public preview,” “developer preview,” or similar designation.

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

“Privacy Act” means the New Zealand Privacy Act 2020.

“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.

“Professional Services Data Sheet” means the document referenced in the Professional Services Order Form containing a detailed description of the Stripe Professional Services.

“Professional Services Expenses” means costs and expenses Stripe and its subcontractors incur in connection with the delivery of the Stripe Professional Services.

“Professional Services Fees” means the fees for the Stripe Professional Services stated in a Professional Services Order Form.

“Professional Services Order Form” means an order form for Stripe Professional Services executed between you and Stripe.

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

“Purchaser” means users that purchase Retirement Services.

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

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

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

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

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

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

“Retire” or “Retirement” means the permanent removal of a specified CRU from all applicable carbon markets. Retirement may be further governed by the rules of a Registry.

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

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

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

“Sanctioned Persons” means people or entities that are subject to sanctions (e.g., prohibitions or asset freezes) under AML and Sanctions Law, including if they are (a) on an applicable sanctions list, such as the sanctions lists identified by the United States Office of Foreign Asset Control and the European Commission; (b) owned or controlled by a person on an applicable sanctions list; or (c) ordinarily resident in a jurisdiction identified as high risk in [Stripe’s Prohibited and Restricted Business List](#).

“Security Credentials” means your (or if applicable, your Affiliate’s) API license keys and other security credentials for Third Party PSPs.

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

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

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

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

“SMR-Enabled Connected Account” means a Connected Account on which Stripe is providing Stripe Managed Risk Services.

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

“Stripe Account” means your Stripe account.

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

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

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

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

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

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

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

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

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

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

“Stripe Entity” means Stripe or any of its Affiliates.

“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 Managed Risk Services” means the Services that enable Stripe to assume liability for Merchant Losses as described in the Stripe Connect Terms, and perform accompanying risk-related support services.

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

“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, and any other pages on the Stripe Website linked from that page.

“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 Recipient Notice” means the notice containing relevant information for Payout Recipients, which is accessible in the Documentation for the Payout Recipient’s jurisdiction.

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

“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) a Stripe Entity or a third-party distributor or reseller authorized by a Stripe Entity 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.

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

“Stripe Website” means www.stripe.com.

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

Submitted Individual” means an individual whose Submitted Data is submitted through the Stripe Identity Services

“Sub-users” means the users of your or your Affiliate’s platform services that the applicable user entity has enabled to accept card payments.

“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, as applicable, a required tax information return or report, including IRS Form 1099, IRS Form 1042-S, or any other similar form.

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

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

“Terminal Purchase Terms” means the agreement under which a Stripe Entity supplies the Stripe Terminal Products that you are using.

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

“Third Party PSP” means a third-party card payment services provider to you or your Affiliate (such as a provider of payments processing, payments orchestration services, or token management services) to whom you directly or indirectly route Forwarded Data.

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

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

“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 a Stripe Entity holds as security against liabilities that any User Entity incurs under its agreement with a Stripe Entity.

“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 a Stripe Entity under which a Stripe Entity provides services.

“User 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.

Services Terms

Stripe Payments

Last modified: November 11, 2024

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 Acquirer Terms.

Some Payment Method Providers require that their Payment Methods be accepted only through a Payment Method Acquirer, which may be Stripe, its Affiliate, or a Financial Partner. Some of these Payment Method Providers, such as Visa and Mastercard in certain countries, require you to enter into Acquirer Terms, which will (a) identify the Payment Method Acquirer responsible for Transactions using that Payment Method Provider's Payment Method; and (b) establish a direct contractual relationship and terms between you and the Payment Method Acquirer, as those 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. By using the Stripe Payments Services to submit Visa or Mastercard Transactions, you agree to the Acquirer Terms for the applicable Payment Method Acquirers, if any, listed on the [Acquirer Disclosure](#) available on the Stripe Legal Page Stripe may add or remove Payment Method Acquirers at any time.

3.4 Payment Method Providers and Payment Method Acquirers

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 and Payment Method Acquirers

are Financial Partners for purposes of this Agreement. 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. Stripe may, with notice to you, change Payment Methods in your integration of the Services.

3.5 Card Transactions.

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

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

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

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

(e) *Surcharging.* You must comply with all Laws and Card Network Rules applicable to surcharges, including without limitation, any non-discrimination, notice, or disclosure requirements. You may only charge surcharges where permitted, and in such cases you must not impose a surcharge on your Customers in excess of applicable surcharging limits.

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

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

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

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

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

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

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

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

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

If your American Express Transaction volume exceeds the applicable threshold amount set by American Express, American Express may convert you to a direct American Express merchant. As a direct American Express merchant, you and American Express will enter into a separate 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 (at no additional charge) that accurately describes each Transaction and includes all information required under the Payment Method Rules and Law; (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 authorizations electronically, ensure that Customers consent to electronic signatures and delivery of communications in accordance with Law. If you engage in Transactions with Customers who are individuals (i.e., consumers), you must provide the disclosures Law requires. You must not engage in unfair, misleading, 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; (b) unless a Payment Method Provider agrees otherwise, you cannot bind a Payment Method Provider to any contract or obligation, and you must not represent that you can do so; (c) you will meet data quality requirements for relevant categories of Transaction data (as described in the Payment Method Rules) and in respect of that data, you must comply with all technical specifications mandated by the relevant Payment Method Provider; and (d) you must ensure that Transaction data that you collect is processed promptly,

accurately and completely. You must maintain and make available to Customers a fair and neutral refund and exchange policy, and clearly explain the process by which Customers can receive a Refund. Payment Method Providers retain all IP Rights in their Marks, and you must not contest any Payment Method Provider's IP Rights in their Marks. You may only use Payment Method Providers' Marks in a manner consistent with the Payment Method Rules, and you must promptly comply with all instructions from Stripe regarding use or presentation of Payment Method Providers' Marks. You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds and all other issues related to your goods and services and business activities.

3.10 Stripe Radar; Your Responsibility for Transactions.

The Stripe Radar Services may be enabled by default and are governed by the Stripe Radar Terms. If you do not wish to use the Stripe Radar Services in connection with Stripe Payments Services, you must [contact Stripe support](#) to disable it. Except to the extent any losses arise out of the fraud, wilful misconduct or negligent acts or omissions of any Stripe Parties, you are solely responsible for all losses you and the Stripe Parties incur due to erroneous and fraudulent Transactions that occur in connection with your use of the Services, including as a result of (a) lost or stolen payment credentials or the details of any accounts that are used to purchase goods or services from you; (b) any changes to the User Bank Accounts; and (c) any unauthorized use of, or access or modification to, your Stripe Account.

4. Processing Transactions.

4.1 Payment Authorization Requests.

(a) *Processing Transactions.* To enable Stripe to process Transactions for you, you authorize and direct Stripe, its Affiliates, Payment Method Providers and Payment Method Acquirers to receive and settle, as applicable, settlement funds owed to you through your use of the Stripe Payments Services. You may only submit Transactions that Customers authorize, and only after the applicable goods have been shipped or services provided to the Customer; except, you may submit a Transaction before goods have been shipped or services have been provided to the Customer where the Customer has authorized a Transaction for a partial or full prepayment for goods or services to be provided at a future time, or you have obtained the Customer's consent.

(b) *Transaction Responsibility.* You must not proceed with a Transaction if (i) you know or should have known that the Transaction was fraudulent, not authorized by the Customer, or illegal in your or your Customer's jurisdiction; (ii) you receive a response declining to authorize the Transaction; or (iii) 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 already subject to a Dispute, or was previously disputed and subsequently resolved in your favor. Stripe may refuse to process, or condition or suspend any Transaction that Stripe believes (x) may violate this Agreement or other agreement you have with Stripe (if any); (y) is unauthorized, fraudulent or illegal; or (z) exposes, or is likely to expose, Stripe, you or others to unacceptable risk.

4.2 Pooled Accounts.

You appoint Stripe 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 for other users and held in one or more Pooled Accounts at one or more Financial Partners. Once Stripe receives funds for a Transaction on your behalf, the relevant Customer has no further obligation to make payments to you with respect to that Transaction, regardless of whether and when Stripe settles those funds to you. If Stripe does not settle funds due to you under this Agreement, you will have recourse only against Stripe and not the relevant Customer. Stripe will promptly update your Stripe Account balance to reflect processed Transactions. If, in the capacity as your agent, Stripe or its Affiliate provide a receipt for a Transaction to the applicable Customer, that receipt is binding on you. Stripe and its Affiliates (as applicable) may invest funds held in a Pooled Account as described in

Section 5.2 of the General Terms. You have no rights to any Pooled Account, or earnings generated by funds held in any Pooled Account, and are not entitled to draw funds from any Pooled Account.

4.3 Transaction Settlement Funds.

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

4.4 Sending Funds to Third-Party Recipients.

Stripe may offer you the ability to send to a third party funds owed to you as you instruct Stripe (including by sending all or part of the positive balance in your Stripe Account to that third-party recipient's Stripe account or bank account), instead of settling funds to a User Bank Account. If Stripe sends funds to a third-party recipient which may include the use of a payment intermediary operating on your behalf, as this Section 4.4 contemplates, then Stripe's obligations (and all applicable Payment Method Provider and Payment Method Acquirer obligations) to settle those funds to you are satisfied.

4.5 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.

4.6 Subscriptions and Invoicing.

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

4.7 Customer Authorizations.

If you use the Stripe Payments Services for certain Transactions where the Customer is not present, including MOTO Transactions or Merchant Initiated Transactions, or to store a Customer's Payment Method for future use, you may be required by Law and Payment Method Rules to obtain the Customer's authorization (also known as a mandate or agreement for the provision of products or services) and make certain disclosures to the Customer. These disclosures may include when, and under what circumstances, the Customer's Payment Method will be charged, how the payment amount will be determined, and how future payments can be canceled. You must retain, and provide to Stripe upon request, records demonstrating that you have (a) obtained any required Customer authorizations in compliance with Law and Payment Method Rules; and (b) only submitted Transactions as MOTO Transactions or Merchant Initiated Transactions that you have determined are eligible.

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 on a monthly basis. If you find an error when you reconcile your Transaction history, you must notify Stripe as soon as possible. Stripe will reasonably cooperate with you to investigate and help correct the error as long as you notify Stripe of the error within 13 months after the error appears in your Transaction history. Stripe may correct any errors in your Transaction history 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 Entity) is negative, or does not contain funds sufficient to pay amounts that you (or a User Entity) owe to a Stripe Entity 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 as described in 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 if Stripe reasonably 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, if it would cause a negative balance in your Stripe Account or if Stripe believes that there is a risk you will not meet your liabilities under this Agreement.

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

(i) the Payment Method Provider invalidates the Transaction;

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

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

(iv) you receive funds related to activities that violate 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 reasonably determines that a User Entity:

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

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

(c) has a negative Stripe Account balance;

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

(e) 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 a Stripe Entity) or the Financial Services Terms applicable to the User 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 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 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 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 Entities;
- (e) suspend or terminate your ability to accept or process Transactions;
- (f) refuse to (i) process Transactions, and (ii) act upon Refund instructions; and
- (g) setoff or recoup all liability that Stripe reasonably determines a User Entity owes to a Stripe Entity under this Agreement or another agreement, against any amounts that a Stripe Entity, owes to a User Entity whether the liability is matured, unmatured, liquidated or unliquidated.

5.7 Reserve.

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

- (x) using funds you provide upon Stripe's request;
- (y) using funds that a Stripe Entity owes to any User Entity for Transactions that the User Group accepts through the Stripe Payments Services; or
- (z) debiting the User Bank Accounts or the bank or financial institution accounts of any or all User Entities.

5.8 Security Interest.

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

5.9 Credit Support Requirement.

Stripe may require that you provide a guarantee (including a personal, parent or bank guarantee) or letter of credit in a form and substance that satisfies Stripe. In this event, Stripe will inform you of the amount of and the reasons for the requirement. If you are unable to satisfy the requirement when Stripe requires you to do so, Stripe may suspend or terminate your access to the Services.

6. Multi-Currency Processing.

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

7. Post-Termination Obligations.

7.1 Completion of Transactions.

Following termination of these Stripe Payments Terms, you must fulfill your obligations related to existing Transactions, not accept new Transactions via the Services, and remove all Marks of a Stripe Entity 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 Payment Account Details (including Customer card account number and expiration date) then you must not share any Payment Account Details with the service provider until you verify that the third party holds sufficient certifications under the PCI Standards, and must [notify Stripe](#) of your intention to share Payment Account Details with the service provider. Further, you agree

to never store or hold any "Sensitive Authentication Data," as defined by the PCI Standards (including the card verification value or similar security code), at any time. You can find information about the PCI Standards on the [PCI Council's website](#).

10. Representations and Warranties.

You represent as of the Effective Date, and warrant during the Term, that (a) you only use the Payment Methods and Stripe Payments Services for bona fide commercial transactions (which must be free of liens, claims, and encumbrances other than 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, and except to the extent caused by Stripe's negligence, fraud or willful misconduct, 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, and costs Stripe and its Affiliates incur due to fraudulent Transactions.

12. Liability for Failure to Transfer Funds.

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

Stripe Connect - Platform

Last modified: November 11, 2024

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. Subject to the terms of this Schedule, you may use the Stripe Connect Services to (a) enable your Platform Users to use the Services in conjunction with your Platform Services; and (b) make payouts to Payout Recipients.

2. Stripe Obligations.

2.1 Connected Accounts.

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

2.2 Amendments to Connected Account Agreement.

For Custom Accounts, Express Accounts and all other Connected Accounts that do not have a Stripe Dashboard, Stripe will notify you if Stripe modifies the relevant Connected Account Agreement. You must notify those Connected Accounts (excluding Payout Recipients) of the modification promptly after you receive the modification notice from Stripe.

2.3 Definitions Applied to Connected Accounts; General Terms Clarification.

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). Connected Accounts are not third parties for the purposes of, or eligible to make a Claim under, Section 11 of the General Terms.

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 Platform Fees, if any, and, to the extent charged separately, the Services.

3.2 Connected Accounts and Transactional Risk.

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

3.3 Restricted Businesses.

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

3.4 Activity.

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

3.5 Your Agreements with Connected Accounts.

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

3.6 Limitations.

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

4. Stripe Connected Account Options.

4.1 Platform Account Options.

You may elect to enroll each Platform User as (a) one of Stripe's named Connected Account types: a Standard Account, Custom Account or Express Account; or (b) a Connected Account with a distinct combination of attributes (e.g., onboarding experience and dashboard user interfaces, Merchant Loss risk management and pricing controls), as described in the Documentation. Depending on your

enrollment election, you may (a) assist your Platform Users in creating Stripe accounts or integrating their existing Stripe accounts into your Platform Services; and (b) provide Connected Account Data to Stripe during the enrollment process. Section 8 of the General Terms applies to all Connected Account Data that you 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 Stripe is satisfied that it has received sufficient information about that Platform User.

4.2 Attribute-Based Connected Accounts.

This Section 4.2 only applies to Connected Accounts that are enrolled with a distinct combination of attributes (i.e., not Standard Accounts, Custom Accounts or Express Accounts).

(a) *Enrollment.* You must create and manage the Stripe accounts for these Connected Accounts. You must ensure that Connected Account Data is provided to Stripe in the manner prescribed in the Documentation, and that Connected Accounts without Platform Pricing Control have access to the Stripe Dashboard.

(b) *Connected Account Agreement.* You must ensure that each Platform User that you intend to onboard as one of these Connected Accounts agrees to the Connected Account Agreement before it uses any Stripe services. You may surface the Connected Account Agreement either through a Stripe-powered onboarding flow (e.g., embedded, Stripe-hosted or Stripe-assisted onboarding), or through your own onboarding flow. At Stripe's request, you must provide proof as Stripe requires that these agreements have been entered into between the Connected Accounts and Stripe. If Stripe believes that your existing acceptance process does not create a binding agreement between Stripe and each Connected Account, then, upon Stripe's request, you must modify that process as Stripe requires.

(c) *Responsibility for Connected Accounts.* As between Stripe and you, you are responsible for all Activity on these Connected Accounts, whether initiated by you or not, and are liable to Stripe for all resulting Merchant Losses (except with respect to SMR-Enabled Connected Accounts to the extent stated in Section 5.2 below) and any other losses, damages, and costs that result from use of the Services, including any fines assessed by Financial Partners or Governmental Authorities, except to the extent the losses, damages, or costs arise from Stripe's breach of this Agreement or Stripe's negligence, willful misconduct, or fraud. You remain jointly and severally liable with these Connected Accounts to Stripe for these amounts, and Stripe may collect these amounts from you in accordance with the Agreement.

4.3 Standard Accounts.

This Section 4.3 only applies to Standard Accounts.

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

(b) *Termination.* A Standard Account may at any time terminate your ability to conduct Activity on its Stripe account.

4.4 Custom Accounts and Express Accounts.

This Section 4.4 only applies to Custom Accounts and Express Accounts.

(a) *Enrollment.* You must create and manage the Stripe accounts for Custom Accounts and Express Accounts. You must ensure that Connected Account Data is passed to Stripe in the manner prescribed in 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. You and the relevant Connected Account are jointly and severally liable to Stripe for amounts the Connected Account owes to Stripe, and Stripe may collect these amounts from you in accordance with this Agreement. If Stripe determines that your responsibility for Activity on Custom Accounts and Express Accounts creates an unacceptable risk to Stripe, Stripe may exercise its remedies listed in Section 5.6 of the Stripe Payments Terms.

4.5 Payout Recipients.

Stripe may enable you to make payouts to Payout Recipients. For the purpose of these payouts, Stripe does not provide any service directly to the Payout Recipients, and the Payout Recipients do not have a contractual or business relationship with Stripe. To the extent Stripe makes payouts to Payout Recipients, it does so on your behalf. To receive these payouts, Payout Recipients will not enter into a Connected Account Agreement and that concept, as used in these Stripe Connect Terms, will not apply to Connected Accounts that are Payout Recipients. You must complete a Stripe account application for each Payout Recipient and enroll them as a Custom or an Express Account. Each Payout Recipient is subject to Stripe's approval. You must ensure that each Payout Recipient receives the Stripe Recipient Notice before you make a payout to the Payout Recipient. By making payouts to Payout Recipients, you are using Stripe Payments Services.

5. Stripe Managed Risk Services.

5.1 Requirements for Using Stripe Managed Risk Services.

(a) *Enrollment.* When using Stripe Managed Risk Services, all your Connected Accounts must be SMR-Enabled Connected Accounts, except (i) as Stripe expressly approves in writing signed by the parties or as is otherwise permitted in the Documentation; (ii) when you are transitioning pre-existing Platform Users from Connected Account types that do not enable Stripe Managed Risk Services to SMR-Enabled Connected Accounts, which you must do within a reasonable time period and in accordance with the Documentation; and (iii) during the Post-SMR Transition Period.

(b) *Required Stripe Technology.* You must use all applicable Stripe Technology that Stripe requires for using Stripe Managed Risk Services as described in the Documentation (e.g., Stripe-powered onboarding and interfaces). Stripe will enable Stripe Radar Services on all SMR-Enabled Connected Accounts by default, and you must not disable these Services. The Fees for Stripe Radar Services are not included in the Stripe Managed Risk Services Fees.

5.2 Liability for Merchant Losses.

As between you and Stripe, Stripe is liable for Merchant Losses on an SMR-Enabled Connected Account up to the amount of the risk cap, if any is expressly agreed on by the parties, except (a) as stated in Section 5.5; and (b) to the extent these Merchant Losses arise from your fraud, violation of Law, breach of the Agreement (including these Stripe Connect Terms), negligence, willful misconduct, or misuse of the Stripe Connect Services. The limitations on liability in Section 12 of the General Terms will not apply with respect to Stripe's liability for Merchant Losses under this Section 5.2.

5.3 Changes in Risk Profile.

Stripe determines the Stripe Managed Risk Services Fees based on the risk profile Stripe associates with your Connected Accounts. If Stripe determines that the risk profile of your SMR-Enabled Connected Accounts changes significantly, then Stripe may revise the Stripe Managed Risk Services Fees. Stripe will notify you at least 30 days (or a longer period if Law requires) before the revised Stripe Managed Risk Services Fees apply to you.

5.4 Transitioning Off Stripe Managed Risk Services.

To transition off Stripe Managed Risk Services, you must either permanently stop using Stripe Connect Services with respect to all SMR-Enabled Connected Accounts, or migrate all payments volume from SMR-Enabled Connected Accounts to Connected Account types that do not enable

Stripe Managed Risk Services within a reasonable time period. Stripe Managed Risk Services Fees will continue to apply for all Transactions on SMR-Enabled Connected Accounts during and after the Post-SMR Transition Period.

5.5 Liability for Merchant Losses During Post-SMR Transition Period.

You and the relevant Platform User become jointly and severally liable to Stripe for all Merchant Losses on all SMR-Enabled Connected Accounts associated with a Platform User from when you initiate the first Transaction for that Platform User on a Connected Account type that does not enable Stripe Managed Risk Services. Stripe may collect these amounts according to the Agreement and the Connected Account Agreement, as applicable, including Merchant Losses that arise during the Post-SMR Transition Period resulting from Activity that occurred before the Post-SMR Transition Period. To the maximum extent permitted by Law, Stripe's aggregate liability for Merchant Losses on all SMR-Enabled Connected Accounts during the Post-SMR Transition Period will not exceed the amount of the General Damages cap stated in Section 12 of the General Terms. Stripe's liability for Merchant Losses on SMR-Enabled Connected Accounts ends at the end of the Post-SMR Transition Period.

6. Tax Reporting; Tax Invoicing.

6.1 Filing of Tax Information Reports.

Unless Stripe notifies you otherwise, 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. Notwithstanding the prior sentence, Stripe will file Tax Information Reports with respect to payments made to Standard Accounts, and for Transactions on Connected Accounts that do not have Platform Pricing Control.

6.2 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 a Stripe Entity as a result of your failure to timely file any Tax Information Report under Section 6.1 of these Stripe Connect Terms.

6.3 Issuing Tax Forms.

When Stripe files Tax Information Reports as stated in Section 6.1, Stripe will issue Tax Information Reports (if applicable) directly to the Connected Accounts. For Custom Accounts and Express Accounts, and for Transactions on Connected Accounts that have Platform Pricing Control, Stripe will issue Tax Information Reports (if applicable) directly to you only.

6.4 Tax Invoices.

(a) *Standard Accounts, Custom Accounts and Express Accounts.* For Standard Accounts, Stripe will issue Tax invoices, as applicable, to: (i) you under these Stripe Connect Terms, (ii) Standard Accounts under their Connected Account Agreement, or (iii) both you and the Standard Accounts. For Custom Accounts and Express Accounts, Stripe will issue Tax invoices (if applicable) to you only.

(b) *All Other Connected Accounts.* For all other Connected Accounts, you and Stripe agree (i) for each Transaction on Connected Accounts that do not have Platform Pricing Control, Stripe is providing its Services to the Connected Accounts and will issue Tax invoices directly to the Connected Accounts only; and (ii) for each Transaction on Connected Accounts that have Platform Pricing Control, Stripe is providing its Services to you and will issue Tax invoices directly to you only, and you will be treated as making separate taxable supplies to your Connected Accounts for purposes of this section.

7. Data Use.

Each party may use Connected Account Data in accordance with this Agreement and any consent or agreement it obtains from each Connected Account, which, as to Stripe, includes the Connected Account Agreement. You must provide all notices and obtain all necessary rights and consents for Stripe to lawfully process Connected Account Data as you instruct. Stripe may refuse to process

Connected Account Data as you instruct if Stripe reasonably believes complying with your instructions would require Stripe to violate Law or the Connected Account Agreement.

8. Your Liability for Connected Accounts.

Except with respect to Standard Accounts and except to the extent covered by Stripe Managed Risk Services, if applicable, your liability for all Connected Accounts as described in these Stripe Connect Terms, including liability arising out of or relating to your failure to ensure that each Connected Account agreed to the Connected Account Agreement in a legally binding way, is not limited or excluded in any way, notwithstanding anything to the contrary in this Agreement.

Stripe Adaptive Pricing

Last modified: November 11, 2024

1. Stripe Adaptive Pricing Services.

These terms ("Stripe Adaptive Pricing Terms") supplement your Agreement with Stripe including any Services Terms, as applicable, and govern your use of the Stripe Adaptive Pricing Services ("Stripe Adaptive Pricing Services"). Stripe Adaptive Pricing Services are a price calculation tool provided by Stripe to Stripe users that enables Stripe users to present the price of the User's goods and services in the Stripe Adaptive Pricing Services supported currencies.

2. Permitted Use.

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

3. Currency Exchange Rates.

3.1 Applicable Currency Exchange Rates.

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

3.2 Effect of your use of Stripe Payment Services.

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

3.3 Currency Exchange Rate May Change

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

3.4 Adding and Removing Currency Exchange Rates.

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

4. No Foreign Exchange Service.

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

(a) the supply of foreign currencies to you, or

(b) a foreign currency exchange or similar service.

5. Disclaimer.

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

(a) your fulfillment of your obligations under Law, including with respect to your use of the Stripe Adaptive Pricing Services;

(b) the accuracy of the prices the Stripe Adaptive Pricing Services present to you and your Customers and the currency exchange rates the Stripe Adaptive Pricing Services use and apply;

(c) any fees charged to you or your Customers by your bank or any other applicable financial institution; and

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

Stripe Climate

Last modified: November 11, 2024

These Stripe Climate Commitment terms ("Climate Commitment Terms") and Stripe Climate Orders terms ("Climate Orders Terms") (collectively, the "Terms") supplement the General Terms, and govern your use of Stripe Climate Commitment and Stripe Climate Orders. Frontier Climate Operations, LLC ("Frontier"), Stripe's Affiliate, provides Stripe Climate Orders. For purposes of Stripe Climate Orders, each reference to "Stripe" in the General Terms will be read as a reference to Frontier. "Stripe" in these Stripe Climate Terms means Stripe, Inc or its Affiliate.

1. Overview

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

2. Stripe Climate Commitment Terms

2.1 Opting In and Out, and Changes.

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

2.2 Climate Commitment Funds.

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

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

(c) *Use of Climate Commitment Funds.* You decide voluntarily whether to, and in what amount, to allocate Climate Commitment Funds.

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

(d) *No Carbon Credits*. The carbon removal services Stripe purchases are not certified by any governmental or non-governmental body. They are not “authorized” under Article 6 of the Paris Agreement. Stripe disclaims all warranties regarding (i) the status under applicable governmental or non-governmental programs or pursuant to standards set by governmental or non-governmental bodies, whether implemented now or in the future, (ii) the availability of any current or future tax credit, benefit, or treatment, or (iii) any other financial benefits, associated with the carbon removal services that Stripe purchases.

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

3. Stripe Climate Orders Terms

3.1 Your Use of Stripe Climate Orders.

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

3.2 CRUs.

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

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

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

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

3.3 Retirement.

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

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

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

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

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

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

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

3.4 Beneficiaries.

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

3.5 Power of Attorney.

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

3.6 Suspension and Termination.

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

3.7 Fees.

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

3.8 Frontier Intellectual Property.

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

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

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

(d) As a user of Stripe Climate Orders, Frontier may provide you with digital assets (including digital assets owned by a third party, “Digital Assets”) that you may display on your website or otherwise use to promote CRUs available via Stripe Climate Orders. Frontier grants you a limited, revocable, non-exclusive, non-transferable royalty-free license to use the Digital Assets. When using the Digital Assets, you must comply with the [Stripe Marks Usage Terms](#). If you use the Digital Assets in an unauthorized manner, the permissions and licenses granted under this Section will automatically terminate. Additionally, Frontier may monitor and review your use of Stripe Climate Orders and the Digital Assets to ensure compliance with the Agreement, and may, in its sole discretion, terminate access to Stripe Climate Orders if it determines you are using Stripe Climate Orders in a manner that poses undue risk to Frontier or Stripe or their Affiliates. At Frontier or Stripe’s request, you must permit and cooperate with Frontier or Stripe, as applicable, or its third-party auditor in connection with an audit of your compliance with this Agreement, and must provide any reasonably requested information or assistance.

3.9. Disclaimer.

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

4. Non-Assignment.

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

5. Term.

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

Stripe Data Pipeline

Last modified: November 11, 2024

1. Stripe Data Pipeline Services.

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

2. Use of the Stripe Data Pipeline Services.

2.1 Data Warehouse Account.

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

2.2 Restricted Uses.

You must not, and must not enable or allow any other party to, access or use the Stripe Data Pipeline Services and Stripe Data (a) for any purpose other than the purpose for which it is provided; or (b) in violation of any Law or Services Terms.

If any Stripe Data is made available through the Stripe Data Pipeline Services, you must use that Stripe Data only for security or fraud prevention purposes or as Stripe otherwise agrees in writing. Upon Stripe’s request, you will demonstrate your compliance with this section to Stripe’s reasonable satisfaction.

3. SDP Data.

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

4. Termination.

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

5. Disclaimer.

You remain fully responsible for, and Stripe disclaims all liability with respect to (a) your compliance with Law, including any notification obligations you may have to any data subjects; and (b) your or any third party’s use, storage, modification, reproduction, and disclosure of the SDP Data.

Stripe Identity (Preview)

Last modified: April 1, 2025

1. Stripe Identity Services.

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

2. Use of the Stripe Identity Services.

2.1 Permitted Uses.

You may use the Stripe Identity Services only:

(a) to evaluate the identity of Submitted 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 Submitted 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 Identity Services Data to any third party, except as Law requires;
- (d) use the Stripe Identity Services or Identity Services Data to create or support a product that competes with the Stripe Identity Services;
- (e) use the Stripe Identity Services or Identity Services Data in a manner that would violate any Law;
- (f) reuse, sell, rent, transfer, make available, or communicate orally or through other means the Identity Services Data (including as the term “sell” is defined in the CCPA, as applicable);
- (g) use the Stripe Identity Services to evaluate an individual who is incompetent to provide legally binding consent because of their age or for any other reason; or
- (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 under Law.

2.3 Further Obligations.

- (a) If Law requires, you must provide each individual with an alternative method of verification that does not involve processing any biometric information.
- (b) If an individual does not consent to Selfie Verification, you may use the Stripe Identity Services to offer an alternative method of verification that does not use Selfie Verification.
- (c) If an individual does not consent to your use of 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 evaluating that individual.
- (d) To the extent you receive Sensitive Personal Information (including any government identification numbers) in the Identity Services Data, you will use such information only for the purposes described in Section 3.2 of these Stripe Identity Terms, or as permitted under Law.

3. Use of Data.

3.1 Stripe’s Use of Submitted Data.

Submitted 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. The results for the Stripe Identity Services are Stripe Data for the purposes of this Agreement.

3.2 Your Use of Identity Services Data and Submitted Data.

You may use Identity Services Data solely for the purpose (i) that you communicated to the Submitted Individuals (and obtained their consent where required by Law); and (ii) that you disclosed to Stripe

during the onboarding process for Stripe Identity Services. You may use Submitted Data solely for the purpose that you notified Submitted Individuals (and obtained their consent where required by Law).

4. Representations and Warranties; Disclaimers.

4.1 No Warranty.

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

4.2 Disclaimer.

(a) Stripe does not guarantee that the Stripe Identity Services will detect or prevent all fraudulent, illegal, or risky activities or correctly evaluate 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, illegal, or risky, 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 evaluate any individual.

5. Privacy and Data Protection

5.1 Disclosing Your Privacy Policy

In connection with each evaluation 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 Submitted Individual.

5.2 Requirements for Your Privacy Policy.

If you receive access to any Submitted Data or Stripe 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 Personal Data, and that Stripe will process Personal Data in accordance with Stripe's Privacy Policy and these Stripe Identity Terms, in addition to acting as a service provider to you. For example, 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 risk and identity verification services. We share personally identifying information with Stripe, which analyzes and uses it to operate and improve the services it provides to us, including for risk evaluation and identity verification. You can learn more about Stripe and read its privacy policy [here](#)."

(b) state the process through which Submitted 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 Submitted Data and Stripe Data, including, if Law requires, whether you will sell or disclose Submitted Data (including as the term "sell" is defined in the CCPA);

(d) if Law requires, (i) state the alternative verification methods that you make available to individuals who do not consent to be verified by the Stripe Identity Services; (ii) state that using the Stripe Identity Services may include transmitting Submitted Data outside of your jurisdiction, including to the United States; and (iii) state that Submitted Data may be submitted to third-party service providers, including Governmental Authorities, for the purpose of evaluating a Submitted Individual; and

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

5.3 Minimum Requirements.

If you do not receive access to any Submitted Data or Stripe 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 Submitted Data for the purposes described in these Stripe Identity Terms or as otherwise authorized by the Submitted 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 Submitted 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.

You must obtain all consents from Submitted Individuals that are required for (a) your use of Submitted Data; and (b) Stripe's collection and use of any Personal Data that you submit to Stripe in connection with your use of the Stripe Identity Services. If you provide Stripe with contact information for individuals (e.g. phone numbers or email addresses) for evaluation, Stripe may verify that contact information by sending each individual a message (including SMS). You represent that you have obtained consent from each Submitted Individual for Stripe to send them a message (including SMS).

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 Submitted Data and Stripe Data against unauthorized access, use and disclosure. If you fail to do so, in addition to all other remedies available to Stripe, Stripe may suspend or restrict your access to the Stripe Identity Services.

5.8 Assistance to Notify.

If Stripe is required to send a data subject notification to any Submitted 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 Submitted Individuals, including by emailing those Submitted 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 Submitted 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 Submitted Data for a period of 3 years following verification, or subject to Stripe's standard maximum retention period for Users, a different 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 Submitted Data; (ii) storing (either yourself or through Stripe) the Submitted Data for the time period Law requires; and (iii) fulfilling all data subject requests that you receive with respect to the Submitted Data or Stripe Data. If you or a data subject requests that Stripe delete an individual's Personal Data with respect to the Stripe Identity Services, Stripe will delete any such Personal Data Stripe possesses.

(b) Upon termination of these Stripe Identity Terms, Stripe may delete copies of Submitted Data and Stripe 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 Submitted Data and Stripe Data as long as Law permits.

8. Representation and Warranty.

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

Stripe Organizations

Last modified: April 18, 2025

1. Stripe Organizations Services.

These terms ("Stripe Organizations Terms") supplement the General Terms and govern your use of the Stripe Organizations Services. Each Stripe Account that is an Organization Account is bound by these Stripe Organization Terms.

2. Conditions of Use.

Each Stripe Account can only join one Organization at any time. All Stripe Accounts within an Organization must be Affiliates. If you experience a Change of Control and your Organization Account is no longer an Affiliate of the other Stripe users in the Organization, then you must immediately remove your Organization Account from the Organization.

3. Stripe Rights.

Stripe may remove, at its discretion and at any time, an Organization Account from an Organization if Stripe determines that an Organization Account is not an Affiliate of the other Organization Accounts, or is in violation of the Agreement or these Stripe Organization Terms.

4. Administration of Organization.

By joining an Organization, you authorize (a) Stripe to share your account data with other Organization Accounts in your Organization; (b) those individuals with authority to act on behalf of individual Organization Accounts, to do so through the Organization; and (c) all other legal entities of the Organization Accounts that are part of the same Organization to enable paid features or other paid Services for the Organization, to add or remove other Affiliate Stripe Accounts in the Organization, and to access, share, delete and modify the account data of your Organization Account based on administration roles that you set for that Stripe Account.

5. Sharing of Data.

You represent as of the date you first start using the Stripe Organization Services, and warrant throughout the Term, that you have provided all notices and obtained all rights and consents from applicable individuals, including from all Customers, necessary to permit Stripe to lawfully disclose

Personal Data to other Organization Accounts in your Organization. You must not enable or allow any third party to access or use (a) your Organization Account, or (b) any data including Personal Data associated with any Organization Account in your Organization, in a manner that violates Law, including Law applicable to you or to other Organization Accounts in your Organization.

6. Liability of Organization Accounts.

While your Stripe Account is part of an Organization, you are jointly and severally liable with the other legal entities whose Stripe Accounts are part of the same Organization as your Organization Accounts for all activity related to use of Stripe Organizations Services, including for any features or other Services used by the Organization.

7. Customer and Payment Method Sharing (Preview).

7.1 Customer and Payment Method Sharing.

This section applies only if you use the Customer and Payment Method Sharing feature of Stripe Organizations Services.

7.2 Permitted Use.

If you enable Customer and Payment Method Sharing for your Organization, your CPM Information can be shared with the other Organization Accounts in your Organization.

7.3 Conditions of Use.

Before enabling Customer and Payment Method Sharing, you must provide all necessary notices and obtain all necessary rights and consents from applicable individuals, as required by Law, before sharing CPM Information with other Organization Accounts in your Organization.

You acknowledge and agree that:

(a) if you enable sharing of your CPM Information with your Organization, then all of your CPM Information is shared with other Organization Accounts that have also enabled sharing CPM Information. CPM Information cannot be segregated and shared in part; and

(b) once enabled, Customer and Payment Method Sharing can only be disabled by Stripe.

If Customer and Payment Method Sharing is disabled, you may lose access to all CPM Information.

7.4 Stripe's Rights.

Customer and Payment Method Sharing is only available for Organizations approved by Stripe. Stripe reserves the right to disable Customer and Payment Method Sharing for any Organization or for any Organization Account in an Organization. Stripe disclaims all liability for disabling Customer and Payment Method Sharing after you have enabled or used the feature. Stripe reserves the right to apply or change fees for the Customer and Payment Method Sharing feature, subject to any notice period required by Law before applying or changing fees, as well as any applicable taxes. Stripe reserves the right to discontinue offering the Customer and Payment Method Sharing feature at any time.

Stripe Professional Services

Last modified: November 11, 2024

1. Stripe Professional Services.

These terms ("Stripe Professional Services Terms") supplement the General Terms, govern your use of the Stripe Professional Services, and apply to your purchase of Stripe Professional Services under a Professional Services Order Form.

2. Provision of Stripe Professional Services.

2.1 Service Description.

The specific Stripe Professional Services that Stripe will provide to you are described on the Professional Services Order Form, Professional Services Data Sheet and Stripe Website.

2.2 Project Start Date.

Within 10 days after the Professional Services Order Form is executed, the parties will seek to agree on a date when Stripe will start providing the Stripe Professional Services to you ("Project Start Date"). If the parties do not agree on a Project Start Date within that time period, you may select a Project Start Date by providing Stripe with at least 30 days' notice of your proposed Project Start Date. Notwithstanding the Project Start Date, Stripe's obligation to provide the Stripe Professional Services to you ends one year after the Professional Services Order Form is executed.

2.3 Delivery of Services.

Unless the parties otherwise agree (including in the Professional Services Order Form or Professional Services Data Sheet), Stripe will provide Stripe Professional Services (a) on a remote or virtual basis, and (b) during business hours on business days.

2.4 Acceptance of Services.

Stripe will provide you with a completion notice for the completed Stripe Professional Services, and unless you object to the completion notice by notifying Stripe within 10 days of the completion notice, the Stripe Professional Services will be deemed accepted by you when Stripe provides the completion notice. If you raise an objection, the parties will cooperate in good faith to resolve it.

3. Fees and Expenses.

3.1 Stripe Professional Services Fees and Expenses.

The fees for Stripe Professional Services are described on the Professional Services Order Form, Professional Services Data Sheet and Stripe Website.

3.2 Liability for Fees and Expenses.

You must pay the Stripe Professional Services Fees, and all approved Professional Services Expenses. Stripe will seek your approval for Professional Services Expenses before Stripe or its subcontractors incur them, including prior to making any required travel. If you do not promptly approve Professional Services Expenses, Stripe's ability to provide the Stripe Professional Services may be adversely impacted and you are responsible for any consequences, including delays or termination of the Stripe Professional Services.

3.3 Collection of Fees and Expenses.

Stripe will collect Professional Services Fees and Professional Services Expenses as described in the General Terms. The Professional Services Fees and Professional Services Expenses are payable by you in full and are non-refundable, regardless of whether: (a) you request that Stripe stop providing the Stripe Professional Services before they are delivered in full; (b) Stripe is unable to provide the Stripe Professional Services due to your failure to fulfill your obligations under this Agreement; or (c) the Professional Services Order Form is terminated before the Stripe Professional Services are fully delivered for a reason other than Stripe's uncured material breach.

4. Sample Codes.

Stripe may, as part of Stripe Professional Services, provide sample codes, snippets, and programming examples illustrating various features of the Stripe Technology (collectively, "Sample Codes"). Stripe provides Sample Codes "AS IS" and "AS AVAILABLE". 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 Sample Codes. The Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to Sample Codes. Sample Codes are Documentation for purposes of this Agreement.

5. User Commitments and Obligations.

You must:

- (a) appoint a person to act as your main point of contact with respect to the Stripe Professional Services who will have the authority to act on your behalf and coordinate your employees, contractors and agents to meet your obligations under these Stripe Professional Services Terms;
- (b) appoint a senior leader within your organization as a project sponsor to be responsible for providing necessary resources for successful project management and resolving any escalated issues;
- (c) not change technical and operational requirements after the parties agree on a project plan as contemplated in the Professional Services Data Sheet;
- (d) respond promptly to any request from Stripe to provide direction, information, documentation (including test plans, relevant testing environments (if applicable), and a description of your systems architecture), approvals, authorizations, or decisions that are reasonably necessary for Stripe to provide the Stripe Professional Services in accordance with this Agreement;
- (e) make all your team members, including engineering and operational personnel, subject matter experts and other key personnel, available throughout the project to execute their required tasks in a timely fashion;
- (f) cooperate with Stripe and complete your obligations in relation to the project within agreed upon timeframes; and
- (g) provide each Stripe Project Team member (as defined below) with developer-level access to your Stripe Account during the term of the Professional Services Order Form.

6. Subcontractors.

Stripe may engage subcontractors to perform all or part of the Stripe Professional Services (together with Stripe employees performing the Stripe Professional Services, if any, the “Stripe Project Team”). Stripe will remain responsible to you for performing its obligations under and in accordance with these Stripe Professional Services Terms, Professional Services Data Sheet and Professional Services Order Form.

7. Disclaimer.

Stripe does not represent or warrant that any advice or recommendations made by Stripe, or its subcontractors, will be appropriate for your business. Stripe does not have access to all relevant information about your business, and its advice and recommendations will be based on certain assumptions and in reliance on information you provide in connection with this Agreement. You are responsible for determining whether to act upon any advice or recommendations Stripe or its subcontractors make.

Stripe does not provide legal or compliance advice. You are responsible for all integration work and for making your own assessment of whether your use of the Stripe Professional Services meets applicable legal and regulatory requirements.

8. Confidentiality.

All non-public information disclosed by a Stripe Entity or the Stripe Project Team in connection with the Stripe Professional Services is Stripe’s confidential information.

Stripe Radar

Last modified: November 11, 2024

1. Stripe Radar Services.

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

2. Stripe Radar Services On by Default.

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

3. Permitted Use.

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

4. Services Restrictions.

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

- (a) use the Stripe Radar Services or Stripe Radar Data as a factor in determining any person's eligibility for credit, insurance, housing or employment, or in any way that would cause Stripe to be a "consumer reporting agency" or cause the Stripe Radar Data to constitute a "consumer report," each as described in the FCRA (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 analyzes and uses to operate and improve the services it provides to us, including for fraud detection. You can learn more about Stripe and read its privacy policy [here](#).”

6.3 Requests for Compliance Information.

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

7. Stripe Radar Data.

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

Stripe Tax

Last modified: April 30, 2025

1. Stripe Tax Terms.

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

2. Stripe Tax Services.

You acknowledge that the Stripe Tax Services rely on the accuracy of information you provide to Stripe. You must validate all information you provide for accuracy and completeness, as inaccurate or incomplete information may (i) result in Stripe not being able to provide some or all of the Stripe Tax Services; (ii) cause the Stripe Tax Services to generate inaccurate Stripe Tax Data; or (iii) cause inaccurate or incomplete tax calculations, Tax Registrations, or Tax Filings.

3. Partner Services.

Tax Filing Services are Partner Services and some of the Tax Registration Services are Partner Services. Stripe will redirect you to a Partner Service for countries and regions where Stripe does not provide the Tax Registration Services or Tax Filing Services. Stripe provides you access to Partner Services for your convenience only and Stripe does not approve or endorse Partner Services. Your access and use of Partner Services is at your own risk and Stripe disclaims all responsibility and liability for your use of Partner Services. Partner Services are not Services. You may be required to create an account with a third party service provider and agree to its terms and privacy policy for use of the Partner Services. Stripe fees apply to Partner Services that you access via the Services. You agree that your obligation to pay fees and Stripe’s rights to collect fees under this Agreement apply to Partner Services.

4. Tax Registration Services.

4.1 Tax Registration Representative.

For Tax Registration Services that are Services and not Partner Services, you and your Tax Registration Representative individually represent and warrant to Stripe that your Tax Registration Representative is authorized to provide the Tax Registration Information and submit a Tax Registration on your behalf. At Stripe's request, you must provide additional information or documentation demonstrating your Tax Registration Representative's authority.

4.2 Agent; Power of Attorney.

Solely with respect to your use of the Tax Registration Services that are Services and not Partner Services, you grant Stripe a limited power of attorney, and appoint Stripe as your attorney-in-fact and agent, with the full power and authority to perform all required activities in connection with providing the Tax Registration Services, as you could otherwise do yourself or in person.

4.3 Your Obligations.

When using the Tax Registration Services that are Services and not Partner Services, you must:

- (a) respond within 7 business days to Stripe's requests for additional information or documentation in connection with the Tax Registration Services;
- (b) pay all associated fees and costs that the relevant Governmental Authorities require for a Tax Registration; and
- (c) sign, and legalize (where required), any additional documents Stripe reasonably requires to provide the Tax Registration Services, including any additional powers of attorney or authorizations required by a Governmental Authority.

5. Stripe Tax Data.

5.1 Limitations on Reporting.

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

5.2 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 applicable Law requires.

6. No Tax Advice; Tax Filing Assistance; Tax Reporting Assistance

You acknowledge that Stripe does not provide legal, tax or accounting advice, and does not provide any tax filing or reporting assistance. You are responsible for your own tax policies and tax reporting positions taken. You are responsible for conducting your own due diligence and seeking the assistance of qualified legal, tax, and accounting professionals. All information, forms, and materials provided in connection with the Stripe Tax Services are provided to you for informational and educational purposes only.

7. Disclaimer.

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

- (a) your fulfillment of your obligations under Law, including with respect to Taxes;
- (b) the accuracy and completeness of information you provide in connection with the Stripe Tax Services;
- (c) 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;
- (d) your obligations to make payments to Governmental Authorities, including Tax payments and Tax Registration payments and any fine, penalty or other sanction imposed by a Governmental Authority;

(e) your use of Tax Filing Services and Stripe Tax Registration Services when provided as a Partner Service;

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

(g) additional tax or legal obligations that a Tax Registration may trigger, such as requirements to register for income tax, franchise tax, or other local, state, federal, or international tax obligations.

8. Definitions.

“Partner Services” means a product or service provided by a third party which Stripe enables you to access via the Services and for which Stripe and the third party service provider have agreed that Stripe fees apply.

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

“Stripe Tax Services” means Tax Registration Services, Tax Calculation Services, and Tax Filing Services.

“Tax Calculation Services” means the Services that 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.

“Tax Filing” means a tax return that you request to be prepared and submitted to the appropriate Governmental Authority, arising from the sale of goods or provision of services to Customers.

“Tax Filing Services” means the Partner Services that enable you to complete a Tax Filing.

“Tax Registration” means your requested enrolment with the relevant Governmental Authority, enabling the collection, reporting, and remittance of Taxes associated with the sale of goods or provision of services to Customers.

“Tax Registration Information” means all information required by a relevant Governmental Authority to legally collect and remit sales tax on taxable goods and services, and necessary to provide the Stripe Tax Registration Services, including (a) information relating to your business, products and operations; (b) information relating to your company representatives, directors, officers and equity owners; (c) passwords, usernames, PINs and other log-in information; and (d) banking information.

“Tax Registration Representative” means an individual using the Tax Registration Services on your behalf.

“Tax Registration Services” means the Services or Partner Services that enable you to complete a Tax Registration.

Stripe Terminal (Preview)

Last modified: November 11, 2024

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).

4. Stripe Apps on Devices.

4.1 Apps on Devices.

This Section 4 applies if you use Apps on Devices. By using Apps on Devices, you also agree to be bound by the [Stripe Apps Developer Agreement](#).

4.2 License Grant.

Stripe grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use Apps on Devices to develop and use Stripe Apps on Stripe Terminal Products in connection with a point-of-sale solution.

4.3 Representation and Warranty.

You represent as of the Effective Date, and warrant at all times during the Term, that you have obtained all necessary consents, authorizations, licenses, and all other rights and permissions

necessary to deploy and use Stripe Apps, and to allow Stripe to deploy, copy, use, and distribute Stripe Apps in connection with Apps on Devices.

4.4 Responsibility for Testing and Updates.

Stripe will not be responsible for (a) testing Stripe Apps for any purpose, including for interoperability with the Stripe Terminal Products on which they are deployed, or testing any firmware or other software applications or services running on the Stripe Terminal Products; or (b) any failure of the Stripe Terminal Services that results from the improper use of a Stripe App.

You are responsible for implementing all updates to Stripe Apps that are needed to ensure compatibility with the Stripe Terminal Services.

4.5 Monitoring and Compliance.

Stripe is not obligated to monitor your Stripe App or its content, but Stripe may at any time review or test your Stripe App for compliance with Law, this Agreement, the Stripe Apps Developer Agreement, or any other terms that apply to your relationship with Stripe. Stripe may require you to provide information about yourself (such as identification or contact details) as a part of your Stripe App's submission to, and your continued use of, Apps on Devices. You represent as of the Effective Date, and warrant at all times during the Term, that all information you provide to Stripe will always be accurate, complete and up to date.

4.6 Privacy Obligations.

You are responsible for protecting the privacy and related legal rights of all end users of the App you deploy using Apps on Devices. You must inform end users of any Personal Data accessed by your Stripe App, provide a privacy policy which governs your usage of that Personal Data, and take all other actions necessary to comply with Law governing your use of Personal Data. If your application accesses Personal Data, you agree that you will securely transmit and store all Personal Data in transit and at rest. To the extent that your App processes Personal Data you provide to Stripe, you will do so only in accordance with your obligations under Section 8.2 of the Stripe Services Agreement.

4.7 Use Restrictions.

Notwithstanding anything to the contrary in this Agreement, if Stripe determines at its sole discretion that any portion of your Stripe App, or your use of Stripe Apps on the Stripe Terminal Products:

- (a) violates the IP Rights or any other rights of a third party;
- (b) violates Law or is subject to an injunction;
- (c) is pornographic, obscene, malicious, offensive or otherwise violates this Agreement, the Stripe Apps Developer Agreement, or the Stripe Restricted Business List;
- (d) is likely to cause liability for Stripe or any third party;
- (e) impair the user experience of Stripe Apps on Devices or Stripe Apps; or
- (f) is defective or improperly functioning such that it is: (i) not compatible with the Stripe Terminal Services; (ii) impacts end users' use of the Stripe Terminal Services; or (iii) affects the integrity of Stripe's servers,

then in addition to all other remedies available to Stripe, Stripe may take one or more of the following actions:

- (a) reject, disable or suspend your Stripe App from being used; and
- (b) request that you update, modify or remediate your Stripe App to rectify the affected component or usage of your Stripe App.

5. Stripe On-Reader Forms (Preview).

5.1 On-Reader Forms.

This Section 5 applies if you use On-Reader Forms.

5.2 Content License.

Stripe may permit you to upload or publish Content via the Stripe Terminal Services or Terminal SDK, in connection with your use of On-Reader Forms. You grant Stripe a worldwide, limited-term, non-exclusive, and royalty-free license during the Term to use this Content to facilitate Stripe's provision of On-Reader Forms.

5.3 Representation, Warranty, and Covenant.

You represent as of the Effective Date, and warrant at all times during the Term, that you have obtained all necessary rights and consents applicable to your use of Content in connection with On-Reader Forms and to grant Stripe the license under Section 5.2. During the Term, you will not use On-Reader Forms to collect or store (i) protected health information (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and its implementing regulations), or (ii) Payment Account Details.

5.4 Responsibility for Contracts and Notices.

If you use On-Reader Forms to (a) enter into contracts with, or (b) provide notices to your Customers, you are fully responsible for ensuring the legal validity and enforceability of such contracts or notices. Stripe and its Affiliates are not liable to you or your Customers for any losses, damages, or costs arising out of or in relation to your use of On-Reader Forms.

Stripe Terminal - Platform (Preview)

Last modified: November 11, 2024

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).

3.4 Tap to Pay on iPhone.

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

4. Termination.

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

5. Stripe Apps on Devices.

5.1 Apps on Dev

This Section 5 applies if you use Apps on Devices. By using Apps on Devices, you also agree to be bound by the [Stripe Apps Developer Agreement](#).

5.2 License Grant.

Stripe grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use Apps on Devices to develop and use Stripe Apps on Stripe Terminal Products in connection with a point-of-sale solution.

5.3 Representation and Warranty.

You represent as of the Effective Date, and warrant at all times during the Term, that you have obtained all necessary consents, authorizations, licenses, and all other rights and permissions necessary to deploy and use Stripe Apps, and to allow Stripe to deploy, copy, use, and distribute Stripe Apps in connection with Apps on Devices.

5.4 Responsibility for Testing and Updates.

Stripe will not be responsible for (a) testing Stripe Apps for any purpose, including for interoperability with the Stripe Terminal Products on which they are deployed, or testing any firmware or other software applications or services running on the Stripe Terminal Products; or (b) any failure of the Stripe Terminal Services that results from the improper use of a Stripe App.

You are responsible for implementing all updates to Stripe Apps that are needed to ensure compatibility with the Stripe Terminal Services.

5.5 Monitoring and Compliance.

Stripe is not obligated to monitor your Stripe App or its content, but Stripe may at any time review or test your Stripe App for compliance with Law, this Agreement, the Stripe Apps Developer Agreement, or any other terms that apply to your relationship with Stripe. Stripe may require you to provide information about yourself (such as identification or contact details) as a part of your Stripe App's submission to, and your continued use of, Apps on Devices. You represent as of the Effective Date, and warrant at all times during the Term, that all information you provide to Stripe will always be accurate, complete and up to date.

5.6 Privacy Obligations.

You are responsible for protecting the privacy and related legal rights of all end users of the App you deploy using Apps on Devices. You must inform end users of any Personal Data accessed by your Stripe App, provide a privacy policy which governs your usage of that Personal Data, and take all other actions necessary to comply with Law governing your use of Personal Data. If your application accesses Personal Data, you agree that you will securely transmit and store all Personal Data in transit and at rest. To the extent that your App processes Personal Data you provide to Stripe, you will do so only in accordance with your obligations under Section 8.2 of the Stripe Services Agreement.

5.7 Use Restrictions.

Notwithstanding anything to the contrary in this Agreement, if Stripe determines at its sole discretion that any portion of your Stripe App, or your use of Stripe Apps on the Stripe Terminal Products:

- (a) violates the IP Rights or any other rights of a third party;
- (b) violates Law or is subject to an injunction;
- (c) is pornographic, obscene, malicious, offensive or otherwise violates this Agreement, the Stripe Apps Developer Agreement, or the Stripe Restricted Business List;
- (d) is likely to cause liability for Stripe or any third party;
- (e) impair the user experience of Stripe Apps on Devices or Stripe Apps; or
- (f) is defective or improperly functioning such that it is: (i) not compatible with the Stripe Terminal Services; (ii) impacts end users' use of the Stripe Terminal Services; or (iii) affects the integrity of Stripe's servers,

then in addition to all other remedies available to Stripe, Stripe may take one or more of the following actions:

- (a) reject, disable or suspend your Stripe App from being used; and

(b) request that you update, modify or remediate your Stripe App to rectify the affected component or usage of your Stripe App.

6. Stripe On-Reader Forms (Preview).

6.1 On-Reader Forms.

This Section 6 applies if you use On-Reader Forms.

6.2 Content License.

Stripe may permit you to upload or publish Content via the Stripe Terminal Services or Terminal SDK, in connection with your use of On-Reader Forms. You grant Stripe a worldwide, limited-term, non-exclusive, and royalty-free license during the Term to use this Content to facilitate Stripe's provision of On-Reader Forms.

6.3 Representation, Warranty, and Covenant.

You represent as of the Effective Date, and warrant at all times during the Term, that you have obtained all necessary rights and consents applicable to your use of Content in connection with On-Reader Forms and to grant Stripe the license under Section 6.2. During the Term, you will not use On-Reader Forms to collect or store (i) protected health information (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and its implementing regulations), or (ii) Payment Account Details.

6.4 Responsibility for Contracts and Notices.

If you use On-Reader Forms to (a) enter into contracts with, or (b) provide notices to your Customers, you are fully responsible for ensuring the legal validity and enforceability of such contracts or notices. Stripe and its Affiliates are not liable to you or your Customers for any losses, damages, or costs arising out of or in relation to your use of On-Reader Forms.

Stripe Vault and Forward

Last modified: December 11, 2024

1. Stripe Vault and Forward Terms.

These terms ("Stripe Vault and Forward Terms") supplement the General Terms and govern your use of the Stripe Vault and Forward Services.

2. Overview.

Stripe offers APIs that enable you to send Forwarded Data to yourself or your Third Party PSPs, and capture and store response data from Third Party PSPs' APIs ("Stripe Vault and Forward Services").

3. Use of Stripe Vault and Forward Services.

3.1. Security Credentials.

Where Stripe requires Security Credentials to allow you to send Forwarded Data to a Third Party PSP, you authorize Stripe and its Affiliates to store and use your Security Credentials along with any related data.

3.2. Restrictions on Use.

Where you use the Stripe Vault and Forward Services to send Forwarded Data to Third Party PSPs, you must (a) not share any Forwarded Data with any Third Party PSP that does not comply with Law (including AML and Sanctions Law), or data security standards imposed by Law or Financial Partners (including PCI-DSS); (b) validate each Third Party PSP's compliance with PCI-DSS on an annual basis, list each Third Party PSP as your third-party service provider in your PCI attestation of compliance, and immediately notify Stripe if you become aware that a Third Party PSP is not complying with PCI-DSS or is otherwise failing to safeguard the Forwarded Data; (c) upon request, validate each Third Party PSP's compliance with AML and Sanctions Law on an annual basis; (d) use the Stripe Vault and Forward Services only to facilitate transactions in countries permitted by Stripe;

and (e) upon request, provide Stripe with information about a Third Party PSP required to permit Stripe to comply with Law or otherwise fulfill its obligations to you, your Customers, its users, and its Financial Partners.

3.3. Representations and Warranties.

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

(a) you have all rights, consents, approvals, and authorizations, and have provided all disclosures to Customers, required to allow Stripe and its Affiliates to lawfully:

(i) provide the Stripe Vault and Forward Services; and

(ii) collect, use, retain and disclose the data Stripe receives in connection with the Stripe Vault and Forward Services, as the Agreement and the Stripe Privacy Policy describe; and

(b) your use of the Stripe Vault and Forward Services complies with:

(i) all applicable agreements with and obligations owed to Third Party PSPs, if any;

(ii) all applicable guidelines, bylaws, rules and regulations maintained by the Card Networks; and

(iii) all applicable data security standards imposed by Law or Financial Partners (including PCI-DSS).

3.4 Responsibility for Merchants.

If you are using the Stripe Vault and Forward Services in connection with transactions where the merchant is your Affiliate or a Sub-user of your Affiliate, then you must:

(a) promptly notify Stripe of the identity of that merchant, upon request;

(b) ensure that merchant is subject to and will comply with the terms of these Stripe Vault and Forward Terms and the Agreement as if references to “you” were references to that merchant; and

(c) have sufficient controls in place to ensure that none of those transactions (i) involve goods or services prohibited under AML and Sanctions Law, nor (ii) are for the benefit of Sanctioned Persons.

4. Indemnification.

You agree to (a) defend the Stripe Parties from any Claims arising from a Third Party PSP’s failure to comply with Law, Card Network Rules, data security standards, or any of its agreements with or obligations to you, Sub-users, Customers, or any other party, or failure to protect Forwarded Data provided to the Third Party PSP, and (b) indemnify the Stripe Parties for all Stripe Losses arising out of or relating to those Claims, in each case in accordance with the indemnification provisions in the Agreement.