

Stripe Connected Account Agreement – Malaysia

Last updated: August 7, 2019

Thank you for using [Stripe Connect](#). This agreement governs your use of Stripe Connect, and describes how you and your third-party platform provider(s) may use Stripe Connect to enable you to use Stripe's services, which includes the ability to accept payments for goods or services, as well as other related services. Please review the Stripe Connected Account Agreement, which begins below the Recipient Info section, if you are using Stripe Connect to use Stripe's payment processing services.

Your Connect Platform may also use Stripe Connect to direct Stripe to send funds to you, including through Stripe's Global Payouts service. If you are receiving funds from a Connect Platform, you are not using the Stripe services to accept payment for goods or services from a customer, and the Connected Account Agreement does not apply to you. Please review the Recipient Info section below for more information about receiving funds from a Connect Platform.

Recipient Info

Stripe provides Connect Platforms with the ability to use Stripe Connect to facilitate payments to vendors who have provided goods or services. You are not a Stripe customer, and the Connected Account Agreement does not apply to you, if you are receiving payment from a Connect Platform for providing a good or service. Stripe will facilitate the transfer of funds to you based on instructions given to Stripe by the Connect Platform. You may have a separate agreement with a Connect Platform for the Connect Platform to pay you for goods or services. Please contact the Connect Platform with any questions about the status of any funds the Connect Platform has sent to you.

As part of Stripe Connect, Stripe may separately offer you the ability to access an information portal managed by Stripe in order for you to see the status of payments from a Connect Platform. The portal terms apply to you when you access the portal.

Stripe Connected Account Agreement

This Stripe Connected Account Agreement ("Connected Account Agreement") is an agreement between Stripe and you, being the person or legal entity (including sole proprietors) identified to Stripe as the owner of the Stripe Account that is to be integrated with third-party platform providers that use Stripe Connect ("Connect Platforms"). You expressly agree to the terms and conditions of this Connected Account Agreement, the [Stripe Services Agreement](#), and any updates or modifications to either of those documents made from time to time by Stripe.

We use a number of defined terms in this Connected Account Agreement. The products and services that you receive from a Connect Platform, regardless of whether or not fees are charged, are referred to as "Platform Services". Examples of Platform Services that a Connect Platform may agree to provide are web development or hosting services, customer service, processing of refunds, and the handling of consumer complaints. Your agreement with a Connect Platform for the provision of the Platform Services is "Your Platform Agreement". Actions submitted by you or on your behalf using Stripe Connect are referred to as "Activity", and this includes the communication of information about Transactions (including Charges) and Refunds, adjustments, the handling of Disputes (including chargebacks), as well as other features as described in the [Stripe Connect documentation](#), and "Your Data" refers to data about you, Activity on your Stripe Account, and your Transactions. For other capitalized terms not defined in this Connected Account Agreement (either in-line or by hyperlink), the applicable definitions are set out in the Stripe Services Agreement.

You represent to Stripe that all of the information that you provide to us directly or through a Connect Platform is accurate and complete, and that you are authorized to agree to this Connected Account Agreement.

1. Relationship to Other Agreements

Please read this Connected Account Agreement carefully. To the extent that there is a conflict between the Stripe Services Agreement and this Connected Account Agreement related to your use of Stripe Connect, this Connected Account Agreement will prevail.

2. Stripe Connect -- Your Stripe Account

Stripe Connect allows Connect Platforms to help you use the Services, which may include the ability for you to receive payments for goods and services. A Connect Platform may help you to create your Stripe Account, or to integrate your existing Stripe Account with the Connect Platform. A Connect Platform may also conduct Activity on your behalf, provided that it does so in accordance with Your Platform Agreement. Activity undertaken by the Connect Platform may include deducting or setting off amounts from your Stripe Account balance (or debiting your Payout Accounts) in order to collect amounts owed by you to the Connect Platform. You should read Your Platform Agreement carefully in order to understand the nature of the Platform Services and the Activity that a Connect Platform may conduct on your behalf. Stripe is not a Connect Platform, and only provides the Services described in this Connected Account Agreement and the Stripe Services Agreement.

3. Your Obligations

You are solely responsible for, and Stripe disclaims all liability for, the provision of any goods or services sold to your customers or users as part of your use of the Services, and any obligations you may owe to your customers or users. While you may agree to share some liability with a Connect Platform, you are always financially liable to Stripe for Disputes (including chargebacks), Refunds, and any fines that arise from your use of the Services. These obligations are described in more detail in [Section C of the Stripe Services Agreement](#).

Depending on the Connect Platform, you may have access to directly manage your Stripe Account through the Stripe dashboard. If such access is made available to you, you are responsible for all actions taken on your Stripe Account through the Stripe dashboard, including the initiation of Refunds or changing of depository bank information.

Depending on your location, a Connect Platform may allow you to receive payment processing proceeds via settlement into a bank account connected to your debit card ("Instant Payout"). Your Connect Platform should let you know if there is a fee associated with your use of Instant Payouts. When Instant Payouts is used, Stripe will attempt to settle payment processing proceeds within minutes of receiving the payout request. Depending on your bank, it may take up to two business days for your payment processing proceeds to settle via Instant Payouts. Stripe and your Connect Platform reserve the right to change or suspend Instant Payouts to you at any time, including (a) due to pending, anticipated, or excessive Disputes, Chargebacks, Refunds, or Reversals; (b) in the event of suspected or actual fraudulent, illegal or other malicious activity; or (c) where we are required by Law or court order.

4. Relationship to Connect Platforms

You understand and agree that Connect Platforms and Stripe may share Your Data in order to facilitate your use of Stripe Connect or the Platform Services. Where Stripe receives Your Data from Connect Platforms, Stripe may use the Data in accordance with the Stripe Services Agreement and the [Stripe Privacy Policy](#).

The pricing for your use of the Services with a Connect Platform will depend on your agreement with the Connect Platform. Stripe does not control and is not responsible for Connect Platform fees charged to you, which should be made clear to you in Your Platform Agreement. Stripe's [standard fees](#) for the Services are posted on our web site, although Stripe may have agreed fees with a Connect Platform that are different from these amounts. Stripe's fees will either be disclosed to you separately, or will be consolidated with the fees for the Platform Services. Stripe will have the right to deduct from your Stripe Account balance both Stripe's fees for Services and the Platform Services fees specified to us by the Connect Platform. If your Stripe Account balance becomes negative, you authorize Stripe to debit the amount owed from your Payout Account. If you believe that fees have been incorrectly deducted, or that your Connect Platform has not properly disclosed its fees to you, please [contact us](#).

5. Limitations on Stripe's Liability

Stripe is not responsible for the acts or omissions of any Connect Platform in providing services to you or your customers, or for any non-compliance by a Connect Platform with the terms of Your Platform Agreement. Stripe is also not responsible for your obligations to your customers (including to properly describe and deliver the goods or services being sold to your customers). You are solely responsible for, and Stripe expressly disclaims all liability for, your compliance with applicable laws and obligations related to your provision of the goods or services to your customers. This may include providing customer service, notification and handling of refunds or consumer complaints, provision of receipts, registering your legal entity, or other actions not related to the Services. You agree to indemnify Stripe for any losses we incur based on your failure to properly describe or deliver goods or services, or comply with your legal or contractual obligations to your customers.

6. Other General Legal Terms

a. Term, Termination, and the Effects of Termination: The term of this Connected Account Agreement will begin when you register your Stripe Account with a Connect Platform and will end when terminated by you or by Stripe, as described in this Connected Account Agreement. You may terminate this Connected Account Agreement at any time by providing notice to Stripe and immediately ceasing your use of Stripe Connect. However, if you commence using Stripe Connect again, you are consenting to this Connected Account Agreement. Stripe may terminate this Connected Account Agreement (a) where you are in breach of this Connected Account Agreement and fail to cure the breach upon 30 days' notice by Stripe (such notice and cure period only being required if curing the breach is feasible); or (b) upon 120 days' notice for any reason. Stripe may also terminate this Connected Account Agreement immediately if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, or if Stripe determines that you are engaged in activity that fails to comply with applicable law or causes a significant risk of reputational harm to Stripe.

Section 5 and all provisions giving rise to continuing obligations will survive termination of this Connected Account Agreement. As stated above, the Stripe Services Agreement governs your use of Services, so the termination of this Connected Account Agreement will not immediately trigger termination of the Stripe Services Agreement. All obligations in the Stripe Services Agreement will only be terminated in accordance with the terms and conditions of the Stripe Services Agreement. Termination of the Stripe Services Agreement will cause this Connected Account Agreement to automatically terminate.

b. Governing Law, Disputes, and Interpretation: The provisions of the applicable Stripe Services Agreement governing applicable law (jurisdiction), location of suits and disputes (venue), and any method for dispute resolution are incorporated into this Connected Account Agreement by reference. Headings are included for convenience only, and should not be considered in interpreting this Connected Account Agreement. No provision of this Connected Account Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word "including" means "including, without limitation." This Connected Account Agreement does not limit any rights of enforcement that Stripe may have under trade secret, copyright, patent, or other laws. Stripe's delay or failure to assert any right or provision under this Connected Account Agreement does not constitute a waiver of such right or provision. No waiver of any term of this Connected Account Agreement will be deemed a further or continuing waiver of such term or any other term.

c. Stripe Services Agreement: The Stripe Services Agreement version incorporated into this Connected Account Agreement is the version applicable to your Stripe Account jurisdiction. If the name of your jurisdiction does not appear in the title of the page accessible via this [Stripe Services Agreement](#) link, please [contact us](#) and we will provide you with the correct link.

d. Right to Amend: Stripe may amend this Connected Account Agreement at any time. You will be provided with notice of amendments through email (which may originate from Stripe or from a Connect Platform), the Stripe dashboard, and/or Stripe's web site. You agree that any changes to this Connected Account Agreement will be binding on you 10 days after the amendment is made by Stripe (or, if a longer period is required by applicable law, such longer period). If you elect to not accept the

changes to this Connected Account Agreement, you must (a) provide notice to Stripe and (b) immediately cease using Stripe Connect.

Where you do not provide such notice prior to the amendments becoming binding, by continuing to use the Services you agree that you are consenting to any such changes to the Connected Account Agreement.

e. Assignment: You may not assign or attempt to assign this Connected Account Agreement without the express consent of Stripe in advance.

f. Entire Agreement: This Connected Account Agreement constitutes the entire agreement between you and Stripe with respect to Stripe Connect. This Agreement sets forth your exclusive remedies with respect to Stripe Connect. If any provision or portion of this Connected Account Agreement is held to be invalid or unenforceable under applicable law, then it will be reformed interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

Thank you and welcome to Stripe Connect!